

# **Biker School Glasgow Terms and Conditions**

## **1. Biker School Glasgow - The Contract**

All motorcycle training and courses are operated by Biker School Glasgow, 345 Renfrew Road, Glasgow, G51 4SW ('Biker School Glasgow' / 'We'). The 'Pupil(s)' / 'You' is / are the person(s) confirmed on the course confirmation email.

## **2. Payment & Cancellations**

### **DAS**

- a) At the time of booking (DAS training) a deposit must be paid to secure your requested course dates and test appointments. This also applies to re-tests. The balance of payment is to be made on the first day of training if payment is not received the course will not go ahead.
- b) Once a training schedule has been confirmed, if a change is required this will only be considered if a minimum of 7 days' notice is given. We require as much notice as possible for cancellations so that someone else can use the training time.
- c) If you fail to attend the course, then no refunds will be made.
- d) No refund will be given to any student who cancels a training session mid-way through, fails to complete or walks off the course.
- e) Where a course is placed on hold by mutual agreement, you will be given a maximum time period of 6 months from the date your original booking was received to retake such booking.
- f) Booking confirmation will be sent by email, it is your responsibility to alert us if this does not arrive in your inbox. We would recommend checking junk or spam folders as this will arrive at time of booking.
- g) You must attend adequately dressed and protected for motorcycle riding; this is your responsibility. We reserve the right to cancel your training if your clothing is deemed to be inadequate, our instructor's decision is final. You also agreed to have a good understanding of the Highway Code, as well as being able to speak and understand English to a good level.

### **CBT**

- h) At time of booking CBT payment must be made in full. Once a booking has been confirmed, if a change is required this will only be considered if a minimum of 7 days' notice is given. We require as much notice as possible for cancellations so that someone else can use the training time. If less than 7 days' notice is given no refund will be issued and you will incur a loss of full fees paid.
- i) Orders placed less than 7 days ahead of training are subject of these terms. You will not be able to cancel an order once placed if less than 7 days ahead of the training date.
- j) If you fail to attend the course, then no refunds will be made.
- k) All cancellations are subject to an administration fee of £15, deducted from any refund issued
- l) No refund will be given to any student who cancels a training session mid-way through, fails to complete or walks off the course.
- m) As per the agreed requirements at the time of booking, you must attend adequately dressed and protected for motorcycle riding; this is your responsibility. We reserve the right to cancel your training if your clothing is deemed to be inadequate, our instructor's decision is final. You also agreed to have a good understanding of the Highway Code, as well as being able to speak and understand English to a good level. Failure to meet these requirements will result in your training being cancelled and a loss of full fees paid.
- n) Booking confirmation will be sent by email, it is your responsibility to alert us if this does not arrive in your inbox. We would recommend checking junk or spam folders as this will arrive at time of booking.
- o) Gift Vouchers expire 12 months from date of issue, are non-refundable and cannot be exchanged for cash in part or full. Valid for a single transaction only.
- p) Where a booking is placed on hold by mutual agreement, you will be given a maximum time period of 6 months from the date your original booking was received to retake such booking.

### **3. DVSA (Driving Vehicle Standards Agency) Motorcycle Tests**

- a) We pre-book motorcycle test dates with the DVSA (for Direct Access Courses) to fit with the timing of the motorcycle course booked by a learner. However, you must be aware that on rare occasions the DVSA has to cancel tests due to the unavailability of examiners, industrial action or poor weather conditions, even where they have previously given a written confirmation of the test date. We have absolutely no control over such actions by the DVSA.
- b) If on the day of your test you fail to present the required documentation, fail to attend or arrive late your test will be cancelled by DVSA, your test fees will be forfeited, and you will be liable for any additional costs for rebooking. We will not be liable for any additional cost should you fail to complete our recommend training prior to test.

### **4. Your Safety and Responsibilities**

- a) Statistics show that motorcycle riding, by its very nature, involves a high degree of risk that can lead to personal injury or death. When booking a course or a lesson, pupils must accept these attendant risks and hazards.
- b) You are responsible for always acting in accordance with the directions and advice given to you by your instructor during your training sessions.
- c) You must attend adequately dressed and protected for motorcycle riding. We reserve the right to cancel your training if your clothing is deemed to be inadequate, our instructor's decision is final.
- d) All training equipment is covered by our insurance, however there is an excess of up to £500 for accidental damage and any loss or damage that occurs due to negligence or misuse which must be paid for in full up to the excess cost.
- e) You are obliged to inform us of any physical or medical condition that could adversely affect safety or training.
- f) You must bring all relevant documentation with you for all your training. If you are doing a CBT course this will be your UK driving licence. If you have an old-style driving licence, you must also provide a valid passport. This must have provisional motorcycle entitlement (Category A) unless you plan to ride a moped (Category P). It is your responsibility to ensure that your UK driving licence is valid and in your possession for training. Should your licence not be valid, or you do not bring it to the course, then you will not be able to take the course and you are not entitled to a refund.
- g) If you have booked a Direct Access Course, the decision to upgrade you to the big bike rests solely with your instructor. On rare occasions, pupils may not reach the level of skill required to upgrade within the timescales of a normal course your instructor will explain the alternatives to you.
- h) For most, completing CBT takes just one day, CBT isn't a test, and therefore you cannot fail it. However, you are required to complete all the elements of the CBT. This includes a 2-hour road ride on a public highway, which you will only take if the instructor deems you ready for riding on the road. As we all learn at a different pace, sometimes some students require additional training to get to the level required to go out on the road ride. If additional training is required your instructor will talk you through the options depending on your progress. To repeat the full day would be charged at a CBT Return rate of £125.
- i) Your eyesight will be checked by the instructor with the legal requirement set at 20.5 meters distance. If contact lenses or glasses are required customers have to wear them throughout their whole course. Failure to meet shall forfeit the days course.
- j) We reserve the right to cancel any tuition should there be a suspicion that the Pupil is under the influence of drink or drugs or if the Pupil is not legal to ride on the road (e.g. you fail an eye test). We also reserve the right to stop tuition at any time when the Pupil is not safe on the road and is not acting in accordance with instructions. No refund of fees will be made in such a situation.
- k) If you are supplying your own machine to train on, it is your responsibility to ensure that it meets with all legal requirements for being on the road with an up to date tax disc and L plates clearly displayed. You must provide proof of insurance and MOT (where applicable). Should you arrive for training on a machine that is not legal; your instructor will not be able to conduct any on-road training. In such a scenario, your fee will not be refundable, and you will be required to re-book and pay for any additional lessons.
- l) If you incur any penalties or fines whilst riding our bikes, due to your manner of riding on the road, these will be charged directly to you.
- m) We shall not tolerate students that do not display the right attitude to train in a safe manner with other students, general public or instructors either on site or out on the road. Any threatening behaviour whether physical or verbal will result in an immediate termination of your training. No appeal will be accepted and the decision of your instructor will in all cases be final and no refund will be given.
- n) If you are late for training, your instructor will continue with the scheduled session to meet other pupil's training requirements. You will not be reimbursed for training where you arrived late.

## 5. Our Responsibilities

- a) For Direct Access and CBT courses, we will provide you with practical motorcycle training in accordance with the DVSA approved training standards.
- b) For all courses, where you have hired a motorcycle, we will provide you with a motorcycle that is compliant with all legal requirements and is roadworthy. We will provide a geared machine where requested, but reserve the right to, move you to an automatic machine for safety reasons. This will be determined by your instructor.
- c) For Direct Access courses, we do not provide any guarantee that you will pass your Module 1 or Module 2 motorcycle test. If you fail your Module 1 test, you may not be able to take your Module 2 test and you will forfeit your Module 2 test fee. Should you fail either your Module 1 or your Module 2 test, the costs of any additional training, the DVSA test fees and any travel or subsistence costs are your responsibility.
- d) In the rare occasion that we have to cancel your course in full or part due to the unavailability of instructors, industrial action or poor weather conditions, we will use our best endeavours to re-arrange your course and DVSA test date (if applicable) at a mutually agreed time. It must be accepted that if all efforts have been made to offer alternative dates that have not been suitable to you then we cannot be held responsible for any loss of training hours.

## 6. Liability

- a) Although every effort is made to ensure your safety during your course, you must realistically accept that there is a possibility that an accident may occur that causes loss, damage, expense, personal injury or death to you. Unless shown to be negligent, your instructor and Biker School Glasgow is not liable to you for any loss, damage, personal injury or death as a result of any accident that may occur.
- b) Our liability is limited to any damage caused to the Pupil by our failure to perform the contract or by our improper performance of the contract unless the failure or improper performance was the fault of the Pupil or any other third party or was due to unusual or unforeseeable circumstances which could not have been avoided, and this liability is limited to the price paid for the training course.

## 7. Complaints Policy

Everyone at Biker School Glasgow wants you to get the most out of your programme, and to have an enjoyable learning experience. We utilise your feedback, positive or negative, to improve our services and processes for the benefit of all our customers.

In the regrettable event you feel you haven't received the best treatment from any member of staff, you have the right to make an official complaint and to have this dealt with professionally and speedily. The ATB will take into account its duty to promote equality and diversity throughout this process.

We would hope any issues you have can be resolved informally by talking in the first case with your Instructor. If you feel uncomfortable with this or doing this does not bring about a resolution that you are satisfied with, then our Centre Manager will consider the circumstances surrounding your complaint and progress it as necessary.

All staff dealing with complaints, where appropriate, will seek guidance and advice from other internal and external sources in order to reach a mutually satisfactory resolution. However, any information supplied by you will remain confidential for use only as part of the complaints process, only staff directly involved with the complaint and any subsequent investigation will be given access to the details. The identity of all parties will be protected.

Anonymous complaints will not be accepted.

We will not tolerate at any stage being physically or verbally abused during any complaint. In the event of this occurring we reserve the right to communicate with you only through legal channels at your expense.

Any written communication must be addressed to our office 345 Renfrew Road, Glasgow, G51 4SW.

### **If you raise a complaint, we will:**

1. Acknowledge receipt of your complaint by letter or email within 3 working days.
2. Tell you who will be dealing with your complaint
3. Tell you what action will be taken
4. Tell you when you can expect a resolution
5. Keep you informed of the advances being made with your case
6. Explain why it will take longer if we cannot reply in full within 10 working days.

**Step 1:** We acknowledge there are two sides to every dispute therefore both parties will be given the opportunity to substantiate their version of the issue/incident. Full disclosure of any allegations or evidence will be made to both parties.

**Step 2:** All complaints will be recorded on a customer complaint log. The log will be closely monitored by the Centre Manager throughout the process until a satisfactory resolution can be achieved.

**Step 3:** Any party involved in a meeting concerning the complaint has the right to be accompanied and represented by a person of his or her choice at every relevant stage of the procedure. Biker School Glasgow staff have the right to be accompanied by the Centre Manager or other representative.

**Step 4:** Where a complaint cannot be dealt with by a member of staff, it will be escalated to the Centre Manager.

**Step 5:** You will be given the results in writing of any investigations as soon as possible after any conclusions have been reached.

## **Your Statutory Rights**

Nothing in these terms, conditions & complaints will reduce your statutory rights relating to faulty or misdescribed goods or services provided. Our instructors have a statutory obligation to provide you with goods and services fit for the purpose for which they were bought and as described. Similarly, any goods supplied by the Biker School Glasgow office must also be fit for the purpose for which they were bought and as described. If you have any doubts about your statutory rights, please contact your local Trading Standards Department or Citizen's Advice Bureau.