

MOTO-PASS (MOTORCYCLE TRAINING) LTD.

Terms and Conditions (Website)

Please read our terms and conditions before undergoing any training with us.

Every effort has been made to ensure the accuracy of the information in these terms and conditions. We believe that they pass the test of reasonableness. They are there to protect both you and us. By booking any tuition or training it is deemed that you have fully read and accepted our terms and conditions.

TRAINING AND TESTING

1. Moto-pass (Motorcycle Training) and its instructors are authorised by the Driver and Vehicle Standards Agency (DVSA), to deliver Compulsory Basic Training (CBT) and pre-test training.
2. Training and testing at Moto-pass (Motorcycle Training) is subject to the terms and conditions herein and in any publicity material or correspondence as issued by Moto-pass (Motorcycle Training).
3. You must produce a valid UK driving licence with provisional entitlement for motorcycles (both parts if a photo card licence) and a suitable form of identification (current passport) if you have an old style licence. All EU licence holders must also produce a U.K. counterpart with their EU licence.
4. If you have completed your Compulsory Basic Training (CBT) elsewhere, you must produce your certificate before you undergo any further training with Moto-pass (Motorcycle Training). You must also be prepared to undergo, if necessary, an assessment ride.
5. If you are using your own machine, you must produce a valid certificate of insurance that covers your use of that vehicle on a road, vehicle excise licence and current MOT certificate, if required. Machine must also display L Plates at the correct size front and rear and be in a roadworthy condition.
6. The term "working day", as used in any section below, does not include weekends, public or bank holidays.
7. The student is responsible for any fines and endorsements as a result of any road traffic offence committed by them.
8. To be issued with a CBT certificate, the student must demonstrate that they are safe to be allowed out on the road on their own. Any student who does not achieve the required standard on CBT or during their course will be re-assessed at a later date, please note payment will need to be made for extra course or CBT tuition.

FAILURE TO PRODUCE DOCUMENTS

1. If you fail to produce any of the required documents for a CBT course then training cannot commence. No refund of deposit will be issued.
2. If you fail to produce the required documentation to the DVSA examiner on your practical test, you will have the test terminated by the DVSA and the test fee will be lost. The DVSA will not refund a test fee for any reason whatsoever once a test has been named, even serious medical conditions.

INJURIES AND ACCIDENTS/LIABILITIES

1. At Moto-pass (Motorcycle Training), we will do everything within our power to ensure the safety of our trainees but, obviously, riding a motorcycle or scooter (includes moped) carries some risk to the rider. The student must understand these risks and agree to undergo training at their own free will. It is recommended you have personal accident insurance for the duration of your course or CBT.
2. Although every effort is made to ensure your safety during your course / lesson, you must realistically accept that there is a possibility that an accident may occur that causes loss, damage, expense, or personal injury to you. Unless shown to be negligent, your instructor and / or Moto-pass (Motorcycle Training) is not liable to you for any expenses, loss, damage or personal injury as a result of any accident that may occur.
3. The student accepts responsibility for their own actions during the training and any possible injury caused to them during their training.
4. Any student that sustains injury during their training will have their training stopped and medical attention will be sought if needed. Moto-pass (Motorcycle Training) recommends that medical attention is sought in all cases and that injury is checked by a medical practitioner. However, if the student is happy to continue the training it will be at their own discretion.
5. Moto-pass (Motorcycle Training) reserves the right to terminate training in the event of any student riding in a dangerous or negligent manner. This includes on public highways and private property. Any student misusing Moto-pass (Motorcycle Training) vehicles or equipment will have his/her training terminated. No refund will be issued.

BOOKINGS

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 to the big bike within the timescales of a normal course or to complete the CBT (Day 1 of the Direct Access Course). If such a situation, your instructor will explain the alternatives to you. Certain options may mean additional training or extra DVSA test costs to you and are subject to instructor availability, which is not guaranteed. No refund will be made if you are not able to complete your CBT or Direct Access Course.

For Direct Access courses, Moto-pass (Motorcycle Training) will not upgrade you to a big bike unless we are completely satisfied that you are able to handle the machine safely. If for whatever reason, you do not handle a big machine safely, then we reserve the right to downgrade you to a 125cc machine. No refund will be made. For other courses, Moto-pass (Motorcycle Training) will not upgrade you to a big bike unless we are completely satisfied that you are able to handle the machine safely, irrespective of the course chosen i.e. A2 or DAS.

Moto-pass (Motorcycle Training) reserves 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 (eg you fail an eye test). Moto-pass (Motorcycle Training) also reserves 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. Should you at anytime during your course cancel or stop your training, which would be your decision, not the instructors, no refund, costs or test fees will be payable.

1. A deposit will be required when booking a CBT course and the remaining balance will be required on the day of training or you can pay in full at the time of booking. Please note there is no refund on course or CBT training or tests which have been changed or cancelled.
2. All deposits are non-refundable on course or CBT training and testing.
3. Payment can be made to Moto-pass (Motorcycle Training) by either Debit/Credit card or cash. There is a 2.5% surcharge for the use of Credit cards. Please note CBT courses can also be paid for online via our website.
4. Moto-pass (Motorcycle Training) reserves the right to cancel, amend or re-arrange the date and time of training or tests, giving reasonable notice where possible.

COURSES (PACKAGES)

1. A deposit of £250 is required on booking a Direct Access (DAS) course or a A1/A2 course. Students opting for a Moto-pass (Motorcycle Training) DAS or A1/A2 course understand that a course price is usually discounted from the normal daily rate for training. Any courses where a deposit has been paid for the course and a CBT paid for in full; if cancelled or changed will not be refunded.
2. The whole course must be booked in its entirety to obtain the package course rate - otherwise the normal daily rate applies.

DVSA PRACTICAL MOTORCYCLE TESTS

1. Both A1/A2 and Direct Access licenses are gained through a two-part practical test (Module One and Module Two.) It is a requirement of the DVSA that Module One is passed before Module Two is attempted.
2. If Module One is failed, three clear working days are required before a further Module One attempt.
3. If Module Two is failed, ten clear working days are required before a further Module Two attempt.
4. Moto-pass (Motorcycle Training) recommends that the Mod 1 test and the Mod 2 test is separated by 5 working days, If however the student requires for personal reasons that the Module 1 and Module 2 be booked either on the same day or within 5 days of each the student understands that if the Module 1 test is failed, the fee for the Module 2 test will be lost to the DVSA and any other subsequent tests will be charged at the standard DVSA test rate.
5. If the student requires further training for a re-test of either Module One or Module Two, usual training fees apply. Module 1 £90 and Module 2 £190 - current rates.
6. If a test is cancelled by the DVSA because of adverse weather, having been taken to the Test Centre, half the session fee will be charged.
7. If a test is cancelled by the DVSA because of Industrial Action or an inability on the part of the DVSA to conduct the test, the student will be charged the full session fee which will be claimed back from the DVSA.
8. Motorcycle tests are not a guaranteed; however Moto-pass (Motorcycle Training) will endeavour to support pupils in gaining a pass.

CANCELLATIONS

CBT courses must be cancelled within no less than 14 clear working days (this is not including weekends or bank holidays) notice; cancellations must be made during office hours, Monday-Friday (9am - 5.30pm). Cancellations made after working hours are deemed to have been made the following day. Students cancelling CBT courses without the above notice period will forfeit their deposit or any monies paid.

Practical tests booked via Moto-pass (Motorcycle Training) must be cancelled with no less than 14 clear working days (Monday to Friday) notice. Students cancelling practical tests within 14 clear working days will be liable for the full test fee. Moto-pass (Motorcycle Training) will endeavour to reallocate the test or move the test on to a future date; however, if this cannot be achieved then the full test fee will be forfeit. If a further test is required by the student an additional test fee is applicable. Test fees are set by the DVSA.

Any training cancelled within 48 hours of their scheduled start time will incur the cost of the session fees.

Moto-pass Motorcycle Training Ltd may cancel training courses in adverse weather conditions that make the training unsafe to proceed. Prior notification will be given to the client as soon as possible before the start of the course. If your training has already commenced and needs to be cancelled 50% of the cost of the days training will be payable or retained.

DAMAGE TO VEHICLES OR KIT

1. Vehicles are motorcycles, mopeds and scooters.
2. Kit includes: Helmet, Gloves, Waterproofs, training tabards and radio equipment.
3. Moto-pass (Motorcycle Training) School students are covered by the Moto-pass (Motorcycle Training) 3rd Party Insurance only.
4. **Personal accident insurance is NOT included. You may wish to consult your own insurance broker for this.**
5. Like all Insurance policies, Moto-pass (Motorcycle Training) has an excess to pay in the event of a 3rd Party claim. Currently £350.
6. Accident damage to Moto-pass (Motorcycle Training) vehicles will be charged. The cost of the damage will be assessed by the relevant motorcycle dealership or minor damage by our in house mechanic and the cost of said damage plus any labour costs will be expected within 7 working days of notification. The current maximum charge for damage to our vehicles is £1,000, or the cost of the relevant part, e.g., brake lever £35. You have the chance to pay £20 per days training, to have this waived.
7. Any repair and/or damage rectification to Moto-pass (Motorcycle Training) vehicles will be completed by the in house qualified motorcycle mechanic or any other relevant motorcycle dealership as determined by Moto-pass (Motorcycle Training).
8. The motorcycle repairs will be carried out by said dealer or for very minor damage the Moto-pass (Motorcycle Training) Mechanic. No labour charges will be incurred if the damage is minor and can be dealt with in house.
9. If damage is caused to a helmet then the full cost of the helmet will be required by the student on the day the damage took place. The current maximum charge for a helmet is £50.
10. If damage is caused to any other piece of kit by the student during training the cost of repair or replacement will be assessed and the student will be required to pay within 7 days of the damage taking place.
11. The full cost of replacements will be required for the loss of keys or key programming by the student.
12. Quotes for damage to Moto-pass (Motorcycle Training) vehicles / kit must be paid for by the customer/student within 7 days of receiving the quote. Parts ordered for damaged vehicles must be ordered by Moto-pass (Motorcycle Training) from authorised and known suppliers only. Moto-pass (Motorcycle Training) will not accept parts ordered by the customer/student from unknown sources.
13. The student will be liable for the full cost of damage to the motorcycle they have been on, to a maximum of £1,000. The cost of the damage will be assessed by our in house mechanic or the relevant motorcycle dealership and the cost of the damage, including any labour costs will be expected within 7 working days of notification. If the total cost is in excess of £1,000, the student will be liable for the first £1,000 of repair. By signing the course agreement at the start of the course, you agree to the above statement.
14. Any delay of payment will result in immediate legal action. Moto-pass (Motorcycle Training) reserves the right to claim for loss of earnings if the vehicle is rendered off road, damages and/or any related legal costs.

THIRD PARTY DAMAGE

If an accident occurs involving a 3rd Party claim, the Insurance excess (currently £350) will be required to be paid within 7 days. Any delay of payment will result in legal action. Moto-pass (Motorcycle Training) reserves the right to claim for loss of earnings if the vehicle is rendered off road, damages and/or any related legal costs.

VEHICLES

1. Any student using his/her own motorcycle for training must ensure that the vehicle complies with all legal requirements in existence at the time of training and/or testing.
2. Vehicle road tax must be valid, L plates must be displayed front and rear, and vehicle tyres must be within the legal limits.
3. The maintenance and reliability of the student's vehicle shall be the student's sole responsibility.
4. Students turning up for training on un-roadworthy vehicles have the option to use one of the Moto-pass (Motorcycle Training) vehicles (if available) the additional bike hire will be charged at that time, if a vehicle is not available and the lesson has to be cancelled the pupil will need to rebook and pay in again in full.

MEDICAL CONDITIONS

Full disclosure must be made by the student, at the time of booking, if he/she knows of any drug/medical/medication/SEN condition (prescription or otherwise) that could impair his/her riding ability. Failure to disclose any issues that become apparent to Moto-pass (Motorcycle Training) Instructors will result in the termination of the training. No refund will be issued.

MOTO-PASS (MOTORCYCLE TRAINING) VEHICLES

1. Students using Moto-pass (Motorcycle Training) vehicles are responsible for the vehicle they are using on the day.
2. The vehicle keys are the responsibility of the student using the vehicle. Any key that is lost or damaged by the student will result in the student being invoiced for a new lock set for the vehicle.
3. Moto-pass (Motorcycle Training) will endeavour to match students with suitable vehicles for all motorcycle courses but in the event that Moto-pass (Motorcycle Training) is unable to do so, for reasons beyond their control, a substitute vehicle will be made, if available. If not available then a refund for that days training or test fees will be offered.
4. Moto-pass (Motorcycle Training) vehicles are all thoroughly maintained and serviced, however, in the event of a mechanical breakdown Moto-pass (Motorcycle Training) will endeavour to provide a substitute vehicle. Moto-pass (Motorcycle Training) is not responsible for any mechanical breakdown of its vehicles.
5. Students are NOT permitted to sit on, touch or ride any Moto-pass (Motorcycle Training) vehicle without the direct permission of a Moto-pass (Motorcycle Training) Instructor. Students are only permitted to use a Moto-pass (Motorcycle Training) vehicle in the presence of an Instructor. Students sitting on, touching or riding a vehicle without the Instructor being present are using the vehicle without Moto-pass (Motorcycle Training) permission. In this instance, all training will be terminated immediately. No refund will be offered.

SAFETY EQUIPMENT

1. Moto-pass (Motorcycle Training) will provide the use of necessary safety equipment, free of charge, for those students that require it. All safety equipment is regularly checked to ensure it meets required health and safety requirements. Students that require safety equipment will look after all equipment provided and return each item used at the end of each training day.
2. In the event that any equipment is damaged, either by deliberate act or accident, the student will reimburse Moto-pass (Motorcycle Training) the cost to replace the damaged item.
3. Moto-pass (Motorcycle Training) has sufficient motorcycle safety helmets, gloves and wetproofs. Should a student not find a safety helmet, gloves or wetproofs at Moto-pass (Motorcycle Training) to fit, then the student will have to provide his/her own safety helmet, gloves and wetproofs.

HEIGHT RESTRICTIONS

Moto-pass (Motorcycle Training) does not have any height restrictions for any of its motorcycle courses. However, if a student turns up for training and is unable to safely control any class of motorcycle then Moto-pass (Motorcycle Training) reserves the right to determine a safer option.

EYESIGHT TEST

On the first day of training you will be expected to read a number plate from the legally required distance of 20.5m. If vision aids are required to successfully complete the eyesight test, these vision aids must be worn when riding our vehicles. Failure to clearly read the pass the eyesight test will result in the immediate termination of the student's training.

ALCOHOL

Arriving for training under the influence of alcohol will result in the immediate cancellation of the entire training day. No refund will be given for the days training lost.

DRIVER AND VEHICLE STANDARDS AGENCY (DVSA)

Training and testing (as arranged with and conducted by the DVSA) to be at the time, date and place specified. All arrangements with the DVSA are subject to the terms and conditions of that body over which Moto-pass (Motorcycle Training) has no control.

ABUSIVE BEHAVIOUR

Moto-pass (Motorcycle Training) will not tolerate abusive behaviour towards any member of staff, DVSA employee, or any other Moto-pass (Motorcycle Training) student. Any student behaving in an abusive or disruptive manner will have their training immediately terminated. They will be asked to leave the premises immediately and any incident may be reported to the police. No refund will be given for any remaining training.

VALUABLES AND PERSONAL PROPERTY

All personal property is left on site at the students own risk.

ANCILLARY

Moto-pass (Motorcycle Training) reserves the right and at it's discretion to refund the course fee in full instead of providing Bike training and/or testing.

Moto-pass (Motorcycle Training) reserves the right to vary or change these terms and conditions without prior notice. Each student, on booking, will be asked to read and agree to our current terms and conditions.

Moto-pass (Motorcycle Training) reserves the right to vary or change all training course prices without prior notice.

Moto-pass (Motorcycle Training) reserves the right to determine riding standards in all respects as criteria for submitting students for testing. Such criteria to be in accordance with regulations and guidance as issued by the DVSA.

Moto-pass (Motorcycle Training) will deduct 10% of any deposit/payment previously made on any booking fee due to cancellation/change to any student training courses or CBT.

Moto-pass (Motorcycle Training) terms and conditions will change in response to market forces. We reserve the right to make any changes necessary to continue to operate effectively in the market place without giving prior notice. Please contact our office if you have any questions about our terms and conditions 0208 301 2957 or 07905 377422.

PRIVACY

All information passed to Moto-pass (Motorcycle Training) will be treated as confidential.

CRASH DAMAGE WAIVER

All motorcycles and mopeds are NOT covered for accidental damage; you may therefore wish to take out extra cover. This can be covered by CDW insurance, please note if you choose not to take out CDW all accidental damage to motorcycles and mopeds must be paid for in full within 14 working days.

Please state whether you wish to pay for the CDW as listed below: (payment can be made by card or cash)

The cost of CDW which covers the first: £350 is £20.00 per day for a 50cc or 125cc moped or motorcycle.

CIRCLE - CDW

YES OR NO

I have read and understood the terms and conditions of Moto-pass (Motorcycle Training) Ltd. In addition, I declare that I do not have any Special Educational Needs, physical, medical conditions or have been or are taking any medication that would affect my training or riding ability.

Please state any special needs or medical conditions and print, sign your name and date below:

Medical Conditions or Special Needs Declaration

Please list any special needs or medical conditions below:

Print Name (CAPS):

Signature:

Date:
