

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 with Moto-pass Motorcycle Training Ltd., it is deemed that you have fully read and accepted our terms and conditions below in full.

MOTO-PASS (MOTORCYCLE TRAINING) LTD.

Terms and Conditions (CBT/CONVERSION/ASSESSMENT)

Welcome to Moto-pass Motorcycle Training

NEW COVID-19 UPDATE

In line with the latest Government guidelines, the welfare of our customers is of the utmost importance to us and we are taking extra precautions to ensure that our site facilities and equipment are regularly cleaned and sanitised, should you choose to use our PPE please note you do so at your own risk. However, **we strongly recommend that students use their own equipment, helmet and gloves in particular, where possible. Please find attached your J & S Accessories 10% discount voucher for all your biking security and PPE.**

If you have a cough, difficulty breathing, a fever, or have been exposed to anyone who has the infection, or third-party exposure, please DO NOT BOOK any motorcycle training course. Please note that we do not accept any liability whatsoever for the cancellation of any course as a result of coronavirus, therefore we are unable to refund any payment received, however bookings will be rescheduled as soon as it is possible to do so. If on the day of your course, you are showing any COVID-19 type symptoms, we have the right to cancel it without refund. Please check www.gov.uk for regular COVID-19 updates.

CBT TRAINING

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. CBT 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 non expired UK driving licence with provisional entitlement for motorcycles you will also need to produce your National Insurance Number, 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 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.
5. The student is responsible for any fines and endorsements as a result of any road traffic offence committed by them.
6. 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 day will be re-assessed at a later date and charged for extra 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.

INJURIES AND ACCIDENTS/LIABILITIES/MEDICAL OR SPECIAL NEEDS

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.
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. 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. Any medical, medication or special needs, needs to be reported to your instructor before any booking/training can commence.
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

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 (e.g. 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 any time 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. No refund will be made for all CBT courses, Conversion courses or DAS Assessments as part of a course. Should you cancel or postpone any of our courses on or prior to your start date you will be liable for the full amount of the course.
2. Please note there is no refund on courses, CBT training or tests which have been changed or cancelled.
3. All CBT/Conversion/Assessment payments in full or deposits are non-refundable due to cancellation or postponement.
4. Payment can be made to Moto-pass (Motorcycle Training) by either Debit/Credit card or cash. We do not accept American Express cards. Please note CBT courses can also be paid for online via our website.
5. 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.
6. 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, Body Armour (trousers and jackets), 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 £1,500, or the cost of the relevant part, e.g., brake lever £45.
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, by students
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 £1,500. 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 £1,500 of repair plus labour.
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 and displayed, 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 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.

All drivers/riders are required by law to notify DVLA of any medical conditions they may develop, or that have changed. Failure to notify DVLA may pose a risk to road safety and is an offence. It can lead to prosecution and a fine of up to £1000. Knowingly making a false statement for the purpose of obtaining a CBT (Compulsory Basic Training) Certificate can make a person liable to a fine.

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 CBTs 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 full refund 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, at a charge of £20 (can paid on the day of the CBT by card or cash) 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 wet proofs. Should a student not find a safety helmet, gloves or wet proofs at Moto-pass (Motorcycle Training) to fit, then the student will have to provide his/her own safety helmet, gloves and wet proofs.

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 sit or control any class of motorcycles or mopeds then Moto-pass (Motorcycle Training) reserves the right due to safety to cancel all training, unfortunately due to costs no refund will be made.

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 onsite and on the road. Failure to clearly read and pass the eyesight test will result in the immediate termination of the student's training, no refund will be made.

ALCOHOL & DRUGS

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

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 CBT 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 CBT training course prices without prior notice.

Moto-pass (Motorcycle Training) will not give a refund for a CBT due to any cancellation or postponement made by the pupil 14 days prior (Monday to Friday, no Saturdays or Sundays or bank holidays NOT included) to the pupils CBT. If the pupil wishes to postpone their CBT this is permissible only if made 14 days prior to the pupils CBT (Monday to Friday, no Saturdays or Sundays or bank holidays NOT included) a 10% admin charge will be made on the day of any postponement.

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.