

# Adventure Bike Training

## *Terms and Conditions for Adventure Bike Training*

### **1. Adventure Bike Training and the Contract**

All motorcycle training and courses are operated by **Adventure Bike Training** registered at **Strawberry Fields, Tattersett Road, Syderstone, Kings Lynn, Norfolk, PE31 8SA, United Kingdom.** The Pupil(s) You is/are the person(s) confirmed on the course confirmation. "Force Majeure" is any situation beyond the control of ABT which can be, but is not limited to war, terrorist activity, natural disaster, civil strife, adverse weather or road conditions, fire, and bureaucratic obstacles.

ABT reserves the right to decline any booking at their discretion. The Pupil(s) are required to sign a copy of the terms and conditions.

Variation of the terms of this contract is only valid if done so in writing and signed by both the Pupil(s) and an authorised representative of ABT. The contract and all matters arising from it are subject to English law and the exclusive jurisdiction of the English Courts. In any event that any of the provisions of this contract shall be determined by any court to be invalid, unlawful or unenforceable to any extent then such provision shall to that extent be severed from the remaining provisions of the contract, which shall continue to be valid and enforceable.

### **2. Payment**

- a) Full payment must be received 40 days before your course.
- b) Full training will be given as per your booking.
- c) All-day refreshments will be provided including lunch.
- d) A school bike will be used including fuel.
- e) Fully comprehensive motorcycle insurance for all courses where you hire an ABT bike; you will not be charged for any damage to any hire motorcycle unless you have disregarded the instructions given to you by the instructor.
- f) Personal accident insurance is not included in the cost of a course and you may wish to consult your own insurance broker.

### **3. If you wish to transfer/cancel a course**

- a) A full 30 days' notice is required to transfer your course subject to a 20% handling charge.
- b) To cancel your booking, we require 30 days' notice and a refund will be subject to a 20% handling charge.

### **4. If we transfer/cancel a course**

In certain circumstances ABT may have to postpone your course in full or part. In such a situation ABT will re-arrange your course (if applicable) at a mutually agreed time.

### **5. 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. You are also responsible for making sure that you are adequately dressed and protected for motorcycling riding.
- c) You are obliged to inform us of any physical or medical condition or otherwise that could adversely affect safety or training.

d) You must bring your UK driving licence with you for all your training. If you hold a new style licence, you must have the pink identity card and the green paper counterpart. 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 to the course, then you will not be able to take the course and you are not entitled to a refund.

e) ABT 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). ABT also reserves the right to top the 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.

f) ABT courses, Road Skills courses or Individual Premium Training, 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. 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. (For example, your number plate does not meet legal requirements). In such a scenario, your fee will not be refundable, and you will be required to re-book and pay for any additional lessons.

g) If you incur any penalties or fines whilst riding ABT hire bikes, due to your manner of riding on the road, these will be charged directly to you.

## 6. Our Responsibilities

For all courses, where you have hired a motorcycle, we will provide you with a motorcycle that is compliant with all legal requirements in England and Wales and is roadworthy. We will try and meet your preference for model or bike for bike hire, but do not guarantee this.

## 7. 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/or ABT trainer is not liable to you for any expenses, 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 the liability is limited to the price paid for the training course.

## 8. Complaints

If the Pupil(s) have a complaint about the training course, in the first instance the Pupil(s) must inform the Chief Instructor as soon as this is practical, so that remedial action can be taken if possible. Thereafter, the Pupil(s) must make the complaint in writing within the first 30 days of the training course finish date, sending it to **Adventure Bike Training, Strawberry Fields, Tattersett Road, Syderstone, Kings Lynn, Norfolk, PE31 8SA.**

**I have read and understood the terms and conditions of Adventure Bike Training. In addition, I declare that I am not on a course of medical treatment or have a medical condition that would make me an abnormal risk**

**Sign** \_\_\_\_\_

**Name** \_\_\_\_\_

**Date** \_\_\_\_\_