

## Terms and Conditions

### 1. Definitions

- 1.1 The Company means 3 Counties Motorcycle Training.
- 1.2 The Customer means any person or organisation that engages the services of The Company
- 1.3 The Agreement means the Agreement between the Company and the Customer for the provision of services which incorporates these Terms and Conditions.

### 2. Deposit Price and Terms of Payment

- 2.1 A deposit of £300 or payment in full if less, is payable at time of booking.
- 2.2 Deposit is non-refundable.
- 2.3 The balance is payable no less than 12 clear working days prior to the Course or part thereof date.
- 2.4 The Company accepts payment with all major credit and debit cards. The company does not accept cheques.

### 3. Customers Obligations

- 3.1 The Customer will provide accurate information to the Company.
- 3.2 The customer will ensure that they have the necessary documents to ride a motorcycle/moped on the public highway in the United Kingdom.
- 3.3 If the Customer uses a motorcycle/moped which is not provided by the Company the Customer will ensure that it is in good and sound mechanical order and has valid insurance cover.
- 3.4 The Customer will wear suitable protective clothing. If the Customer wears a safety helmet and/or goggles which are not provided by the Company the Customer will ensure that the safety helmet and/or goggles comply with UK legal requirements.
- 3.5 The customer will be able to read a car registration plate at a distance of 20.5 metres.
- 3.6 The Customer will inform the Company at time of booking of any medical condition or medication which may affect their ability to complete the Course. Medical evidence may be required.
- 3.7 The Customer will read and understand the Highway Code prior to attending the Course.
- 3.8 The customer will pay for any damage caused by them to any vehicle or equipment belonging to the Company. Parts will be charged at full retail price plus a labour rate of £40, per hour or part thereof, to carry out any works required. Payment to be made immediately on request by the Company. Any further training may be cancelled without refund if payment not made on request. The customer will be liable for any test fees.
- 3.9 The Customer must arrive with sufficient time to allow the Course to start on time. Late arrival may result in loss of training and any fees paid.
- 3.10 The Customer must provide the Company with their Driving Licence number at least 7 working days prior to commencement of your Course.
- 3.11 The Customer must advise the company during training if for any reason they feel unfit to continue.
- 3.12 The Customer must ensure they are physically fit, strong and tall enough to be able to manoeuvre and sit safely on any training machine.
- 3.13 Failure to comply with your obligations may result in cancellation of your training and loss of your fees.

### 4. Companies Obligations

- 4.1 The student/instructor ratio for each Course will be at the discretion of the Company and the Company will determine the aptitude of the Customer for each Course.
- 4.2 The Company shall hold insurance in respect of at least the minimum legal requirement.
- 4.3 If the Company considers it necessary to cancel the Training Course due to unsafe weather conditions mutually convenient training dates will be arranged. The Customer will be responsible for any fees for the hire of the Companies equipment. The Customer will be responsible for any further test fees. No refund will be offered for cancellation due to weather.
- 4.4 The Company reserves the absolute discretion to cancel your training or test if you are unfit due to any reason, including but not confined to misuse of alcohol or drugs. No refund will be payable in such circumstances.

### 5. Cancellation

- 5.1 No refund will be payable by the Company unless the Course is cancelled no less the 12 clear working days in advance.
- 5.2 Upon cancellation in accordance with paragraph 5.1 above there will be a refund to the deposit fee. If a Course is less than the deposit fee, no refund will be given.
- 5.3 In the event of a cancellation with less than 12 clear working days prior to the Course commencement date the full Course will be payable. If the Customer wishes to change Course dates within the cancellation period a charge of 50% of the total course fee may be payable.

### 6. Force Majeure

- 6.1 If due to war, strikes, industrial action in short of a strike, lock outs, accidents, fire, blockage, import/export embargo, ice obstruction, natural catastrophes or other obstacles over which the Company has no control or the Company fails to supply the Course, the Company shall not be held responsible for any loss or damage which may be incurred by the Customer as a result of such failure.
- 6.2 The Customer should understand that motorcycling can be dangerous and to undertake training is at your own risk. The Company, their employees or agents shall not be held liable for any loss or damage to the Customers property or injury or death unless directly due to the negligence or failure of the Company.

I have read, fully understood and accept the terms and conditions.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_