

### 1. BMW Rider Training and the Contract

All motorcycle training and courses are operated by Motorcycle Riding Training Limited, trading as BMW Rider Training, whose registered office is HR Harris & Partners, 44 St Helens Road, Swansea, SA1 4BB, United Kingdom ("BMW Rider Training" / "We"). The "Pupil(s)" / "You" is / are the person(s) confirmed on the course confirmation letter. "Force majeure" is any situation beyond the control of BMW Rider Training, which can be, but is not limited to, war, terrorist activity, natural disaster, civil strife, adverse weather or road conditions, fire, bureaucratic obstacles, changes in schedules by the Driving Standards Agency ("DSA").

BMW Rider Training reserves the right to decline any booking at their discretion. The Pupil(s) are required to sign a copy of the terms and conditions and a release and waiver form.

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 BMW Rider Training. The contract and all matters arising from it are subject to English law and the exclusive jurisdiction of the English Courts. In the 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

- We require full payment in advance on booking to secure your requested dates. Until payment is received your course dates, they will not be confirmed and these dates will be made available to other Pupil(s). If you pay by credit card, we reserve the right to make a 2.5% handling charge. Alternatively you can pay by cheque to "BMW Rider Training" or make an electronic bank transfer.
- What is included in your payment?
  - Direct Access tuition is based on a maximum 2:1 pupil to instructor ratio, unless exceptional circumstances apply and only where by law we can teach a larger ratio. If we have to do this for a period of one full day or more, then you will be entitled to a compensation of £25 per each full day.
  - For all Direct Access and CBT courses, motorcycle hire is included in your price; motorcycle hire is only included for all other courses where you have chosen the "Hire Bike" option.
  - Petrol (for all courses when a bike is hired);
  - CBT certification (where CBT course is completed);
  - Loan of DSA theory literature for Direct Access courses;
  - For Individual Premium Training, tuition is on a one to one basis, unless otherwise agreed in writing.
  - Loan BMW Rider Equipment and high visibility vest are available for all courses from sizes XS to XXXL;
  - Fully comprehensive motorcycle insurance for all courses where you hire a BMW 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.
- Personal accident insurance is NOT included in the cost of a course and you may wish to consult your own insurance broker.
- The DSA motorcycle test fee is not included in the Direct Access course fee and will be charged in addition at the current prevailing rate.

### 3. If you wish to cancel or to transfer a course

Should you wish to cancel or postpone your course:

- If cancellation is made with more than **28 days notice** before the commencement of the course, the amount you have already paid will be returned to you **less** a handling fee of 15%.
- If you cancel your course with **less than 28 days notice and more than 15 days notice**, then you will receive a 50% refund of your full course price paid.
- If you cancel your course with **less than 15 days notice**, then you will not receive any refund, **irrespective of personal circumstances**.
- Provide you give us more than 15 days notice, you may transfer your booking to another time, subject to being charged a 15% handling fee. No changes are permitted with less than 15 days notice and no refund will be made, **irrespective of personal circumstances**. Only one transfer is allowable for a booking.
- During your course, if you are unable to continue with your training, **for whatever reason**, then no refund of the course cost is given.

### 4. If we cancel or transfer a course

- In certain circumstances, BMW Rider Training may have to postpone your course in full or part. In such a situation, BMW Rider Training will re-arrange your course and DSA test date (if applicable) at a mutually agreed time.
- Should we cancel your course in full or part with less than 15 days notice, then we will pay you compensation of £50, as well as refund the price of your course, **unless** the cancellation is due to the DSA cancelling the DSA practical test date (see section 5) or any other force majeure.

### 5. DSA (Driving Standards Agency) Motorcycle Tests or RoSPA Motorcycle Tests

- BMW Rider Training pre-books motorcycle test dates with the DSA (for Direct Access Courses) or RoSPA (for Road Skills Level 3 Course or for Individual Premium Training) to fit with the timing of the motorcycle course booked by a Pupil.
- However, you must be aware that on rare occasions the DSA and / or RoSPA has to cancel tests due to the unavailability of examiners or poor weather conditions, even where they have previously given a written confirmation of the test date. BMW Rider Training has absolutely no control over such actions by the DSA and / or RoSPA.
- BMW Rider Training will make every effort on your behalf to re-arrange your training in order to fit an alternative test date, but cannot be responsible for the inconvenience caused to you by the actions of the DSA and / or RoSPA. Should you require additional training due to the change of test date by the DSA or RoSPA, BMW Rider Training reserves the right to charge you for this.

### 6. Your safety and responsibilities

- 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.
- 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 motorcycle riding. You are obliged to inform us of any physical or medical condition or otherwise that could adversely affect safety or training.
- 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 counterfoil. 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 we cannot hold your course and you are not entitled to a refund.
- 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 DSA 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, BMW Rider 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 restrict you to a 125cc machine. No refund will be made. For other courses, BMW Rider 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 chosen bike that you may wish to ride.
- BMW Rider 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). BMW Rider 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.
- For CBT one day 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. In such a scenario, your fee will **not** be refundable and you will be required to re-book and pay for any additional lessons. Also, be aware that in the event that you use an illegal machine on the road, our insurance policy will **not** be valid.
- If you incur any penalties or fines whilst riding BMW Rider Training hire bikes, due to your manner of riding on the road, the responsibility for settling this rests with you.

### 7. Our responsibilities

- For Direct Access and CBT courses, we will provide you with practical motorcycle training in accordance with the DSA approved training standards. For Road Skills and Individual Premium Training, we will provide you with practical motorcycle training in accordance with RoSPA (Royal Society for the Prevention of Accidents) standards.
- 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 & Wales and is roadworthy. We will try and meet your preference for model of bike for bike hire, but do not guarantee this.
- 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 will 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 DSA test fees and any travel or subsistence costs are your responsibility.

### 8. Liability

- 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, personal injury or death to you. Unless shown to be negligent, your instructor and / or BMW Rider Training is not liable to you for any expenses, loss, damage personal injury or death as a result of any accident that may occur.
- In any event, 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.

### 9. 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 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: World of BMW, BMW Motorrad, Ellesfield Avenue, Bracknell, Berkshire, RG12 8TA.

**I have read and understood the terms and conditions of Motorcycle Rider Training Limited, trading as BMW Rider Training. In addition, I declare that I have am not on a course of medical treatment or have a physical or medical condition that would make me an abnormal risk.**

Sign \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_\_