



DAVIS SCHOOL OF MOTORING

20 NAUNTON LANE CHELTENHAM GL53 7BH

Tel: 01242 239151 Mobile: 07831109981

www.ccmotorcycletraining.co.uk

Terms & conditions

Motorcycle Training Terms and Conditions

These terms and conditions should be read and understood when booking and prior to commencing any training.

Every effort has been made to ensure the accuracy of the information in these terms and conditions. They are there to protect both student and trainers. It is considered that they are very reasonable, if you disagree, please contact CC Motorcycle Training before booking.

1. By booking any training it is deemed that you have fully read and accepted the terms and conditions. Throughout the Terms and Conditions CC Motorcycle Training may be described as “us” “our” or “we”. The student may be described as “you”.
2. CC Motorcycle Training and its Instructors are authorised by the Driving & Vehicle Standards Agency (DVSA), to deliver Compulsory Basic Training (CBT) and pre-test training and we will abide with DVSA regulations.
3. You must produce a valid UK driving licence with provisional entitlement for motorcycles and a suitable form of identification (current passport) if you have an old style licence.
4. If you have completed your Compulsory Basic Training (CBT) elsewhere, you must produce your certificate before you undergo any further training with us.
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 applicable.
6. The student is responsible for any fines and endorsements as a result of any road traffic offense committed by them.
7. Students must have a good understanding of the Highway Code prior to training. Any student who doesn't may have their training cancelled or extended.
8. Training will be conducted in English, students must be able to understand and follow English to a level that they can comply to instructions over a radio system. If a student attends a course of training without a good command of English the training will be cancelled with no refund. If unsure please contact us prior to any booking.
9. Students must be physically/mentally fit enough to complete a days training. We will not refund if you are unable to do so. If it is deemed by the Instructor that it is not safe for you to continue, your training will be terminated and no refund will be offered.

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 will be issued.

T&C's compiled by HSE Consultant Andy Higgs 07789 235198 for and on behalf of CC Motorcycle Training



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2. If you fail to produce the required documentation to the DVSA examiner on your practical tests, 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, including serious medical conditions or accidents prior to the test.

Injuries & Accidents

1. We will do everything within our power to ensure the safety of our students, however, riding any motorcycle or scooter carries some risk to the rider. The student must understand these risks and agree to undergo training at their own free will. The bikes are fully insured, but you are not. We will not pay for any lost days of work or damage to your personal kit in the event of an accident.
2. The student must accept responsibility for their own actions during training and any possible injury caused. Students are responsible for the control of the motorcycle, we can only advise you verbally. CC Motorcycle Training and our Instructors cannot accept liability or be subject to any claim for any injury or accident you may suffer whilst riding independently or accompanied.
3. Any student that sustains injury during their training will have their training stopped and medical attention will be sought if needed. We always recommend that medical attention is sought in all cases and that injuries are checked by a medical practitioner. However, if the student is happy to continue the training it will be at their own discretion.

Bookings/Refunds

1. Payment in full will be required to confirm the booking and the date will be confirmed on receipt of proof of payment unless alternative arrangements are made.
 2. CBT costs are £140
 3. CBT Return £70 (Please read No 15 of this section)
 4. All payments are non-refundable and non-transferable should the student fail to attend or cancel their session or course.
 5. No refunds will be given if the terms and conditions set out in this document are breached or not met.
 6. Payment can be made to CC Motorcycle Training by either Debit card, bank transfer or Cash.
 7. We reserve the right to cancel, amend or re-arrange the date and time of training, giving reasonable notice where possible. If we cancel you have the right to have your date reorganised to suit your calendar.
 8. Full payment will be required before ANY training takes place.
 9. If a student starts a course but then withdraws before completion no refund will be issued and the training missed will not be transferred on to another course.
 10. In the event of any student riding in a dangerous manner or misusing the bikes and or equipment we reserve the right to terminate training with no refund being issued.
 11. CBT Returns must be within 1 month of the Original CBT to obtain the 50% Discount and once confirmed are fixed and can't be altered or rescheduled. If a CBT Return booking is cancelled the student will either have to pay the full CBT price or an hourly rate of £60.00 an hour to complete their CBT.
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12. The Half Price CBT Return Discount is Valid for 1 return only, any further Training will be charged at normal price but students can opt to pay by the hour as opposed to a full CBT.

Courses & Tests

1. Full payment is required on or before the 1st day of training of any course, any student who arrives without the correct amount may have their training cancelled with no refund.
2. We will endeavour to train students of a similar ability on a course. If a student attends a course and is not up to a safe standard to continue, their test and possibly training may be cancelled with no refund due. It is therefore imperative that students take additional training when advised to do so. This will ensure the other students are not disadvantaged.
3. It is the responsibility of the student to ensure that prior to a course (Not CBT) they have passed their Motorcycle Theory Test and have informed CC Motorcycle Training of the Certificate number. It is also the student's responsibility to bring the certificates to both tests. If you book in for a course without a valid theory the tests cannot be booked but the training will still go ahead.

To book a Theory call **0300 200 1122** or book online at www.gov.uk/driving-tests-and-learning-to-drive

DVSA Practical Tests

1. A1 Light, A2 Medium and A 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 you fail Module One, three clear working days are required before a further Module One attempt.
3. If you fail Module Two, ten clear working days are required before a further Module Two attempt.
4. We recommend that the Mod One Test and the Mod Two Test are separated by 5 working days when students are doing individual session or lessons. If, however, the student requires, for personal reasons, that the Module One and Module Two be booked either on the same day or within 5 days of each other, the student must understand that if the Module One Test is failed, the fee for the Module Two 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.
6. If a test is cancelled by the DVSA because of adverse weather & you have been taken to the Test Centre, half the session fee will be charged. The test fee will be carried over to the next test date.
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 you can claim back from the DVSA.

Hiring & Possible Damages to Bikes

1. Bikes are motorcycles, scooters and mopeds.



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2. Kit includes: Helmet, Jacket, Gloves, Boots, Over-trousers, Waterproofs, Training Vests and Radio equipment. If there is any damage to the kit when given to you it's your responsibility to inform the Instructor of the fact, or you may be held liable.
3. The bike and any damage to a 3rd Party are covered with fully comprehensive insurance, when undergoing actual training with us.
4. Personal accident insurance is NOT included. You may wish to consult your own insurance broker for this.
5. Like all Insurance policies, our Insurance has an excess to pay in the event of a claim, currently this is £250. Accident damage to our vehicles will be charged up to the Insurance excess. The cost of the damage will be assessed by Cheltenham Motorcycles and the cost of said damage plus any labour costs will be expected within 7 working days of notification.
6. Parts ordered for damaged bikes will be ordered by us from authorised and known suppliers only. We will not accept parts ordered by the student from unknown sources.
7. If in the event of an accident the bike is beyond road side repair the rest of the session may be cancelled with No Refund Due.
8. An Insurance excess waiver may be purchased at a cost of £10.00 a session. Students who purchase the Insurance excess waiver prior to any training will not have to pay any additional monies for repair of the bike, however, this does not cover Kit, therefore, payment to replace damaged items will be expected within 7 working days of notification.
9. The full cost of replacements/repairs will be required for the loss or damage of keys and locks by students even if the Insurance excess has been purchased. Payment will be expected within 7 working days of notification. If there is any damage to the key when given to you it's your responsibility to inform the Instructor of the fact immediately or you will be held liable.
10. Any delay of payment will result in immediate legal action. CC 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.
11. We will endeavour to match students with a suitable bike for all motorcycle courses, however, if we think it's unsafe for the student to ride a motorcycle due to its size or power we will transfer the training to a more suitable bike.
12. Our bikes are all thoroughly maintained and serviced, however, in the event of a mechanical breakdown we will endeavour to provide a substitute vehicle. If a test, session or course has to be cancelled due to mechanical breakdown we will organise further training and tests at no additional cost to the student, however, we will not cover any other further costs encountered by the student.
13. In the event of a puncture, the training will be suspended until the vehicle is roadworthy and any lost time will be added on to another session. If the puncture occurs on or just prior to a test, any additional costs of the test and escort will be discussed with the student.



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14. Students are NOT permitted to sit on, touch or ride any of our bikes without the direct permission of an Instructor. Students riding a bike without the Instructor being present or without our permission will have all their training terminated immediately. No refund will be issued.

Hiring & Possible Damages to Kit

1. We can normally provide the use of all the necessary safety equipment free of charge for those students that require it. This service is complementary and it's not a requirement for us to provide this service. We do hold a significant amount of motorcycle safety helmets and clothing in a variety of sizes to suit most normal head and body sizes, however, should a student not be able to find a helmet or item of clothing that fits, the student will have to provide his/her own. If a student is unwilling to purchase the necessary equipment the Training will be cancelled with no refund of deposit.
2. Students undergoing any test are advised that they MUST wear a pair of sturdy boots that cover the ankle and that allow easy use of the foot controls. We do not supply these therefore, it's the sole responsibility of the student to provide their own. No refund for missed tests will be given. Students undergoing other training are strongly advised to also wear suitable footwear as training may be cancelled with no refund offered.
3. In the event that any equipment is damaged, either by deliberate act or accident, the student will reimburse CC Motorcycle Training the cost to replace the damaged item within 7 working days of notification.
4. All safety equipment is regularly checked to ensure it meets required health and safety requirements. Students that require safety equipment should look after all equipment provided and return each item at the end of each training day. Any student caught stealing any kit/equipment will be banned from any further training at CC Motorcycle Training.

Hiring a Bike for Unsupervised Use

1. Students hiring a bike, scooter or moped for their own private practice or hired to attend a test on their own, are only covered with 3rd Party Insurance. If an accident occurs involving a 3rd Party claim, the Insurance excess (currently £250) and or any damage to the hired vehicle will be required to be paid in full within 7 days. Any delay of payment will result in legal action. We reserve the right to claim for loss of earnings if the vehicle is rendered un-roadworthy and any related legal costs.

Students using their own bikes

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, If the vehicle breaks down the student will have the option to use one of our vehicles (if available) and the



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additional lesson fee will be charged at that time. If a vehicle is not available and the lesson has to be cancelled, then you will be charged the full session fee and no refund will be issued.

4. Students turning up for training on un-roadworthy vehicles have the option to use one of our vehicles (if available) and the additional lesson fee will be charged at that time. If a vehicle is not available and the lesson has to be cancelled then you will be charged the full session fee and no refund will be issued.

Medical Conditions

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

Eyesight Test

1. On the CBT or 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 & pass the eyesight test will result in the immediate termination of the student's training

Alcohol & Drugs

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

Driving and Vehicle Standards Agency (DVSA)

1. 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 CC Motorcycle Training has no control.

Abusive Behaviour

1. CC Motorcycle Training will not tolerate abusive behavior towards any member of our staff, or DVSA employee, or any other CC 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 & Personal Property

1. All personal property is left on site at the student's own risk. Valuables and other items can be locked away in the instructor's office / safe on request, however, we can not be held responsible for any loss.

Ancillary

1. CC Motorcycle Training reserves the right and at its discretion to refund the course fee in full, instead of providing training and/or testing.

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2. CC Motorcycle Training reserves the right to vary or change these terms and conditions without prior notice. Each student is required to read and agree to our current terms and conditions before booking.
3. CC Motorcycle Training reserves the right to vary or change all training course prices without prior notice if the fee hasn't been paid.
4. CC Motorcycle Training reserves the right to determine riding standards in all respects as criteria for submitting students for testing. Such criteria will be in accordance with regulations and guidance as issued by the DVSA.
5. CC Motorcycle Training Terms and Conditions can & will change in response to market forces. We reserve the right to make any changes necessary to continue to operate effectively without prior notice. However, our terms and conditions will always be published on the web site and available to read at the office prior to any training. If you have any queries please contact us.
6. We can be contacted on 01242 235191 : 07831109981 : chris@ccmotorcycletraining.co.uk



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Data Protection Act 2018/ Privacy

CC Motorcycle Training will use personal data legally and securely.

1. All information passed to CC Motorcycle Training will be treated as confidential. As such, no information will be shared with any other company or organisation. Certain information that may be seen to be relevant for future liaison with customers may be kept on record. Private information will be disposed of once no longer of use. All data held meets the requirements set down in the Data Protection Act 2018.

THESE TERMS AND CONDITIONS ARE IMPORTANT SO PLEASE TAKE TIME TO READ THEM. IT IS YOUR RESPONSIBILITY TO ENSURE YOU UNDERSTAND OUR TERMS AND CONDITIONS PRIOR TO BOOKING.

I Agree with the Terms and Conditions and will comply with all the conditions laid out within them.

Name (Please Print)

Signed

Date



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PART ONE (to be completed at start of CBT)

DAMAGE REPAIR COSTS

Motorcycles and Equipment

In the event of a collision or accident or mishap which causes damage to the equipment, motorcycle or moped supplied to me by CC Motorcycle Training, I agree to pay the required amount to cover any repair costs (up to a maximum £250)

Name (BLOCK CAPITALS) _____

Address _____

_____ Postcode _____

Signature _____ Date _____

IN CASE OF EMERGENCY PLEASE CONTACT:

Name (BLOCK CAPITALS) _____

Relationship to you: _____ Mobile No. _____



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COVID-19 TRACK AND TRACE

As part of the government's strategy to prevent the spread of COVID-19 (Track and Trace) we have been asked to collect contact details of all course participants and customers.

Please enter your **OWN** contact details below:

Name (BLOCK CAPITALS) _____

Email address _____ Mobile No. _____

PART TWO (to be completed before the start of the road ride – Element E)

I have now completed Elements A to D of my CBT with CC Motorcycle Training. I am fully satisfied that I have been trained with the required competence and care by my instructor. I now feel that I am ready and confident enough to undertake Element E of the CBT (a minimum of two hour's road-ride).

Name (BLOCK CAPITALS) _____

Signature _____ Date _____