

Terms and Conditions

1. Course Attendance

You must attend all the scheduled days of training in full. Attendance requires you to attend on time so please allow for traffic and transport issues. As the courses and tests are regulated by the DVSA and have a set syllabus they cannot be delayed or postponed for an individual. Late attendance (arriving more than 15 minutes after the start time of your training/course) can lead to you missing your session and your fees being forfeit. You cannot join the course once it has started as you must complete each part of the course by Law. We cannot offer refunds or compensation for missed training sessions or test. If you do not attend elements of your time-tabled training, your course may be terminated with no refund. Courses are sold as a whole, and we cannot offer refunds for part elements not attended.

2. Payment

On booking a course a 30% deposit must be paid to Whiteline Motorcycles to secure your course.

The remaining outstanding balance for your course must be paid in full at least 5 full working days prior to the start of the course, unless otherwise agreed in writing with Whiteline Motorcycles.

For refunds and cancellations please see clauses 5 & 6 of the terms and conditions below.

3. Licence

On the day of your motorcycle training or test, you must hold and be in possession or a valid UK driving licence. It must be produced to your instructor or DVSA examiner upon attendance at your course and test. No other form of licence or ID is acceptable. No copies will be accepted as a substitute. It is your responsibility to ensure you bring these documents to all training sessions and your test days. In failing to do so, training and tests may be terminated for that day and fees paid lost.

- European licence must be accompanied by a confirmation of registration of your EU licence in the United Kingdom (D91 form, or D58/2) showing provisional motorcycle entitlement.
- If you produce an older paper style licence, a valid up to date passport must also be provided to prove your identity. No other form of photographic ID will be accepted.

It is the responsibility of the client to make sure that the licence is valid and up to date before any training can commence. A driving licence validation will be conducted by your instructor before training commences.

Details on how to check your licence is valid and up to date are available on the DVLA website.

4. Other documents

On the day of your direct access training and tests, you must produce a valid CBT (DL196) certificate, and motorcycle theory certificate to your instructor and DVSA examiner. For mod 2 test you must also produce an in-date mod 1 certificate. Failure to produce these to your instructor or DVSA examiner will mean your training and test may be terminated and fees paid lost.

It is your responsibility to ensure you have these documents and bring them to all training and test days. Copies of these documents will not be accepted as substitutes.

Should you produce a CBT (DL196) certificate during your training course, and it is incorrectly completed, making the certificate invalid. Whiteline Motorcycles are not responsible for any certificate obtained through another training body. Should you CBT (DL196) certificate be classed as invalid, your will be unable to attend and complete the training, and any booked tests. You will be unable to complete your training until a valid CBT (DL196) certificate is held.

5. Cancellations

If you wish to cancel your course for any reason, you **must** provide a minimum of 5 full working days' notice before the start of your course.

Cancellations made within 5 full working days will result in the loss of your entire course fee.

Cancellations requested between 5 full working days and 10 full working days of the start date of the course will be subject to a 30% administration fee.

Whiteline Motorcycles may cancel or change your training course due to staff availability or adverse weather conditions that make the training unsafe to proceed. Notification will be given to the client as soon as is possible. You will be given priority for rebooking any cancelled training.

Any courses cancelled by Whiteline Motorcycles can be rebooked at no additional charge to the client.

Once a course has started you may cancel any of the remaining course at anytime but at the loss of the full course fee.

All cancellations must be made by email to <u>whiteline-motorcycles@outlook.com</u>. We **do not** accept voicemails or text messages as notification of cancellations.

The DVSA may cancel a test due to staff availability or adverse weather conditions that make the test unsafe to proceed. Notification will be given to the client as soon as is possible from the time Whiteline Motorcycles are informed by the DVSA.

Any tests cancelled by the DVSA will result in you (the client) completing a claims form to claim back a refund for the cancelled test fee. Whiteline Motorcycles will not be given a refund from the DVSA. It is the responsibility of the client to complete the claims form.

Any rebooked test from a DVSA cancelled test must be paid in full to Whiteline Motorcycles when the test is rescheduled.

6. <u>Refunds</u>

Refunds requested within 5 full working days of the start date of the course will be at the loss of 100% of the course fee.

Refunds requested between 5 full working days and 10 full working days of the start date of the course will be subject to a 30% administration fee.

Refunds requested at 10 full working days or more of the start date of the course will be 100% refunded.

Once a course has started no refund will be given on any remaining training outstanding.

Refunds must be made in the same way that the original payment was made. Refunds may take up to 10 full working days to show back with the original payment method.

Whiteline Motorcycles, reserves the right to refuse a refund if no proof of purchase or payment can be provided.

7. <u>Suitable clothing</u>

Trainees taking part in any training course offered by Whiteline Motorcycles must wear suitable clothing that offers reasonable protection.

The below list is the minimum requirements that must be brought to each training and test day at the client's expense:

- Motorcycle boots or sturdy footwear that provides support and ankle protection.
- Textile or leather motorcycle trousers, alternatively heavy denim trousers.
- Textile or leather motorcycle jacket, alternatively a heavy-duty jacket with layers underneath.
- Motorcycle helmet (ECE2205/06 approved)
- Motorcycle gloves with adequate protection
- Any weather protection, such as waterproofs as required.

Clients that arrive for any stage of training without clothing and equipment from the above minimum requirement list may have their training cancelled and the fee of the training day lost.

The following clothing items will not be permitted to be worn during any stage of training or test. Clients that arrive for training wearing any of the items from the list below will be asked to change before training can commence. If this is not possible the clients training day may be cancelled and the fee for the training lost.

- Motocross helmet or gloves
- Trainers or canvas shoes
- Exposed skin
- Tracksuit tops or bottoms, including hoodies.
- Ripped jeans.
- Lightweight jackets or fleeces without layers underneath
- Skiing gloves
- Steel toe cap boots

Clients are responsible for all of their clothing and equipment whilst onsite and during training. Whiteline Motorcycles are not held responsible for any damage to clothing or equipment whilst the client attends the training site, as well as during any training sessions.

8. Equipment and clothing use

For the duration of all training sessions the client will be provided with radio communications equipment that are owned by Whiteline Motorcycles.

The client is responsible for the safe use of this radio equipment whilst installed with them. All radio equipment must be returned to Whiteline Motorcycles at the end of each training session.

The client will be responsible for any damage to the radio equipment whilst in their use. Should any damage occur during the clients use then a £100 damage fee will become payable to Whiteline Motorcycles from the client.

For the duration of each training session the client will be provided with a Whiteline Motorcycle hi-vis waistcoat. The hi-vis waistcoat must be worn at all times by the client during each training session.

The client is responsible for any damage to the hi-vis waistcoat whilst in their use. Should any damage occur during the clients use then a £5 damage fee will become payable to Whiteline Motorcycles from the client.

9. <u>Complaints</u>

Whiteline Motorcycles strives to offer the highest quality of training to all clients. However, should any client have any issues or complaints with the service they have been provided by Whiteline Motorcycles their first point of contact should be their instructor. All Whiteline Motorcycle instructors will strive to work the client to resolve any complaints raised.

If a formal complaint needs to be made, this must be done in writing and delivered to the Whiteline Motorcycles office by emailing <u>whiteline-motorcycles@outlook.com</u>. All formal complaints will be acknowledged within 5 full working days of the complaint being received in writing.

10. Road traffic violations

Clients in control of a Whiteline Motorcycles, motorcycle or scooter will take full responsibility for any violations regarding road traffic laws caused by them riding on the public highway. Relevant client details will be passed to the appropriate authorities as required.

Whiteline Motorcycles will inform the client should any violation be received for the period the client was in control of the motorcycle or scooter.

11. Behaviour

If at any time a client shows an unsuitable attitude towards a Whiteline Motorcycle instructor or any other clients, demonstrates unacceptable risk-taking or failure to comply with instruction given from a Whiteline Motorcycles instructor that endangers themselves or others on the road, the course will be terminated, and course fees forfeited. Appropriate authorities will be contacted as required.

All Whiteline Motorcycle instructors will have the final say in any matter arising from unacceptable and unsuitable behaviour.

Any abuse of Whiteline Motorcycles staff or other clients will not be tolerated on any level.

Any alcohol or illegal substances are prohibited on any Whiteline Motorcycle training site, and any breach of this will mean immediate termination of the course, and loss of course fees.

12. Use of own motorcycle or scooter.

Any vehicles used during any training session not owned by Whiteline Motorcycles will not be covered by Whiteline Motorcycles insurance policy for fleet.

The client is responsible for ensuring that any motorcycle or scooter used for any training session not owned by Whiteline Motorcycles is roadworthy and holds all items from the list below and evidence must be supplied to the Whiteline Motorcycle instructor prior to training taking place.

- Valid MOT certificate
- Valid road tax
- Valid insurance
- Be in a road worthy state of repair and meets the relevant legal and road requirements.

L plates must be displayed on all motorcycles or scooters used during training. It is the client's responsibility to ensure L plates are displayed correctly on all motorcycles and scooters not owned by Whiteline Motorcycles.

The instructor will verify all paperwork and the roadworthiness of the motorcycle and/or scooter presented by the client to use during training.

The Whiteline Motorcycle instructor reserves the right to reject the use of the motorcycle or scooter for training if it does not meet all road, legal and company requirements.

13. <u>Whiteline Motorcycle owned motorcycle and scooter use.</u>

All Whiteline Motorcycle owned scooters and motorcycles are covered at all times by the fleet insurance held.

The client shall, however, remain liable for any loss or damage to the motorcycle or scooter as a result of any accident, collision, or any act of negligence by the client.

The client will also remain liable for any loss or damage to a third party as a result of the wilful act or negligence of the client, or any breach of the terms of the insurance policy and shall indemnify Whiteline Motorcycles from any third-party claim, whether consequential or otherwise, which arises there from.

14. Medication

Please advise the office if you are taking any medication or have any medical conditions that could affect your ability to ride a motorcycle/scooter before commencing the course. Please also ensure that on each day of your training you also advise your instructor if there has been any change to medication that was advised to the office, that could affect your ability to ride a motorcycle/scooter before commencing the course.

15. Language

You must be able to speak and understand English at a conversational level to take part in all courses with Whiteline Motorcycles. We must ensure that you have read and understood all of the instructions and syllabus of our training courses as laid out by the Driving Vehicle Standards Agency (DVSA).

Given the high-risk nature of motorcycling, in the event that your instructor deems your English insufficient to attain a satisfactory two-way communication, your training and/or test may be terminated for that day and fees for the day lost. This may impact your entire course and in your losing your entire course fee. Clause 5 (Cancellations) above will be abided by in this case.

16. Eyesight Test

On the first day of any Whiteline Motorcycle training course you will be expected to read a number plate from the legally required distance of 20.5 meters. If vision aids are required to successfully complete the eyesight test, these vision aids must be worn when riding all motorcycles and scooters for the duration of the course, and/or test.

Failure to clearly read and pass the eyesight test will result in the immediate termination of your days training, and the loss of the fee for that day. This may also impact your entire course and in your losing your entire course fee. Clause 5 (Cancellations) above will be abided by in this case.

17. Valuables & Personal Property

All personal property is left on site at the students own risk. At the start of each training day each student will be provided with a leg bag for their own use of storing valuables and personal property throughout the training day.

18. <u>Reserved Rights</u>

Whiteline Motorcycles reserves the right to vary or change these terms and conditions without prior notice. Each client is provided a copy of these terms and conditions at booking. By attending a training course with Whiteline Motorcycles, the client is confirming adherence to the terms and conditions provided.

Whiteline Motorcycles reserves the right to determine riding standard 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.

If you have any questions or queries relating to these terms and conditions, please contact us at <u>whiteline-motorcycles@outlook.com</u>