

NAME.....

DATE.....

2 Counties Training LTD



HEAD OFFICE

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Long Eaton,
NOTTINGHAM.
NG10 3JX
TEL: (0115) 972 82 93

TERMS AND CONDITIONS

Please take the time to read the following terms and conditions as they are there for your safety and protection. These terms should be read and construed as forming an agreement between 2 counties training ltd, hereafter referred to as “2 counties”, and the student or customer hereafter referred to as “the student”.

Safety and responsibilities.... will endeavour to make your training as safe and enjoyable as possible. However, there is always a small element of risk in connection with the use of any motorcycle, which cannot be totally eliminated. Unlike a car, your instructor can have no direct control over your vehicle and ultimately it is your responsibility to ride safely under the guidance of our instructors. 2 counties and its employees will not be accountable for any accident or incident that may occur during the training. **Any damage caused to our motorcycles will be repaired at the expense of the student / applicant (see accidental damage section)**

Licences...From June 2015, the paper licence counterpart was discontinued, making it hard to check for any bans or endorsements. 2 counties need to know if you have any endorsements on your licence and during the period of the full motorcycle course it is your responsibility to let know if you are banned for any reason or gain any penalty points. **By reading this and not letting know about any bans/points, we feel we have taken reasonable steps to ensure your licence is current and valid. Please let us know if this is otherwise true.**

Trainee Conduct for your safety.....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 condition or otherwise that could adversely affect safety or training. You must not be over tired, injured or suffering from any ailment or have taken any drugs or alcohol which could affect your riding. You **must** inform your instructor if there are any problems in this respect. The student must arrive in plenty of time to allow for the course to start on time. Lateness will result in loss of the student’s allocated training time. The Instructor has the right to halt or suspend training of a customer if he/she believes the student is incapacitated in any way through drink or drugs, or fails to comply with instructions or safety standards.

ANY AGGRESSIVE ATTITUDES OR BEHAVIOUR CONSIDERED BY THE INSTRUCTOR TO BE THREATENING WILL RESULT IN IMMEDIATE TERMINATION OF THE LESSON/CBT WITHOUT REFUND AND IN EXTREME CIRCUMSTANCES, THE POLICE MAY BE INVOLVED.

Cancellations & Refunds....Life can throw the occasional curve ball. You may fall sick or be called back for emergency work. 2 counties recognizes that situations arise from time to time that may require you to cancel or change your booking. If you can give us **at least 24 hours** notice prior to commencement of your course we are happy to rebook a time to suit both parties. This can be done only either in person or by a phone call to 0115 9728293 and leave a message if out of hours, emails can be accepted at the email address listed on the answerphone. **No shows, turning up after the lesson has started or late notice (under 24 hours) cancellation will be requested to pay for the whole lesson cost to cover lost earnings by 2 counties due to turning other customers away for that training slot and may also be asked to pay in advance for the next lesson.**

The CBT or training fees may be forfeited by the student under the following circumstances:

- (i) During your course if you do not adhere to the Instructors instruction or damage the motorcycle.
- (ii) If any aggressive/threatening behaviour is demonstrated by yourself.
- (iii) If you decide not to continue with your training for any reason.

(iv) If, when on a pre-paid training course the student doesn't complete all of their tests within 6 months. (this will be at the discretion of 2 counties)

(v) See guaranteed training course section at the end of these terms.

The Instructor reserves the right to withdraw the student from the selected course if the Instructor believes that the required standards of safety and control will not or have not been achieved. In this situation an alternative course may be substituted to enable the student to acquire the necessary level of competence.

Any extra training needed to get the pupil up to C.B.T standard if not reached during the normal course will be charged at £20 per hour but will usually be conducted on a 1 to 1 basis.

Accidental Damage....Should you be unfortunate enough to damage the Motorcycle that is provided by 2 counties then you will agree to be liable to pay the loss incurred by for the cost of any new parts required. Labour will be supplied free of charge.

We feel this is fair as you are in charge of the vehicle and you would still need to replace broken items if this was your own motorcycle.

Optional Damage waiver fee....If you would like to be exempt from paying for breakages, you can pay a £10.00 fee to cover you for a basic lesson and CBT or £30.00 to cover you for the full motorcycle test course.

Option 1 and 2 guaranteed training courses....If you pre-pay for the guaranteed training course, the guarantee will only be valid providing you turn up for every lesson or give at least 24 hours notice of cancellation. If these rules are not followed, further "free" training after test fail will be at the discretion of 2 counties.

Liability for road traffic offences....You as the rider in control of the vehicle are liable for any road traffic offences including speeding fines and bus lanes fines whilst on a lesson. Your details will be passed on to Nottingham City council for you to pay the fines.

Use of own Motorcycle for training/test....If you are using a motorcycle or scooter other than the one provided by 2 counties please ensure that the vehicle is a road registered motorcycle and is in a roadworthy condition conforming to UK laws (Insurance, MOT, Tax, two L plates). You will need to arrange to have the motorcycle dropped off at the training ground (trailer, licensed friend rides it for you etc.) as you are not permitted to ride it to the training grounds until you have a current CBT certificate. In short, the responsibility for ensuring that your bike is suitable and eligible for test is yours. 2 counties reserves the right to refuse to train a student on their own machine if they deem the machine to be unsuitable for training purposes.

2 counties accepts no responsibility for any loss or damage, for any reason, to any Customer's personal property. Any damage caused to a student's own motorcycle whilst being used for training purposes is the responsibility of the student.

If you have any questions or concerns, please let a member of staff know.

Feel free to photograph these terms and conditions.

I (print name)..... have read, understand and agree to these terms and conditions.

Signed.....Date.....

Address.....

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Telephone.....