

# Terms and Conditions

1. The Honda School of Motorcycling will provide motorcycle training in accordance with all legal requirements and regulations as required by the Driver and Vehicle Standards Agency (DVSA). Under these regulations we are required to check all of our customers are properly licenced to complete the training course.
2. Honda motorcycle training courses are offered through a network of our authorised motorcycle dealerships that are licensed by Honda Motor Europe Limited trading as Honda UK (“Honda”) whose registered office is at Reflex Building, Cain Road, Bracknell, Berkshire, RG12 1HL to provide motorcycle training under the Honda School of Motorcycling name. By purchasing a motorcycle training course you are entering into a contract with the licensed dealership, and not with Honda, or the contact centre through which your course is booked and you acknowledge that you shall have no claim whatsoever against Honda or the contact centre in respect of the course. You understand that motorcycle riding involves a high degree of risk that can lead to personal injury or death. When booking a course, you accept these risks and hazards.
3. Licence requirements. At the point of booking you will be advised of the licence requirements to complete the course that you have selected to complete. It is your responsibility at that stage to ensure that you have the required licence to take this training.
4. The Honda School of Motorcycling is required by law to confirm the validity of your licence. It is therefore necessary for you to carry a valid full or provisional UK licence with the appropriate categories at all times and during all sessions. You must allow all representatives of the Honda school of motorcycling, or the licensed Honda motorcycle dealer to inspect your licence. It will not be possible for you to commence your training without a valid licence.
5. You will be required to present a valid photocard licence. This licence will be required to show the correct entitlement. Should your licence not be valid or you do not bring it to the course, then you will not be allowed on the course and you are not entitled to a refund. You must carry your licence with you for the whole duration of the course.
6. For all Honda Stepping up courses set out in this clause
  - Stepping up from a CBT to any full licence entitlement
  - Stepping up from an A1 licence to either an A2 (or if you fall within the age qualification - an A licence) – Stepping up from an A2 licence to an A licenceyou will be required to present either a licence with the legal entitlement, or a current valid CBT certificate. This CBT certificate can have been issued by the Honda school of motorcycling, or any other authorised training organisation.
7. Eyesight check. You are legally required to demonstrate the ability to read a UK number plate at a distance of 20.5 m. If it is necessary for you to wear glasses, or contact lenses, to read over this distance then you must wear them at all times whilst training. Your ability to complete this basic eyesight test is a term of the continuation of your course. If you are unable to read a UK number plate at a distance of 20.5m, then you will not be allowed on the course and you are not entitled to a refund.

8. The Honda School of Motorcycling will offer training to those people holding current and valid European licences, or licences from any other part of the world where that licence is officially accepted under UK regulation. To confirm licence validity it will be necessary to contact the Honda School of Motorcycling contact centre in advance of the start of your course. Where necessary we may contact the DVLA and if we cannot confirm your licence status, you will not be allowed on the course.
9. Theory test. It is your obligation to ensure that you have a valid theory test, and can present your valid theory test pass certificate on the day of your module 1 or module 2 test. A theory test will be required when taking any module 1 or module 2 motorcycle test. If you do not have a valid pass certificate for the motorcycle theory test and cannot produce the original for verification prior to the course, you will not be allowed on the course and you are not entitled to a refund.
10. Payments. All course payments must be made in full at the time of booking. Payment will be taken in full by the Honda School of Motorcycling contact centre. The Honda School of Motorcycling contact centre is operated on behalf of the Honda School of Motorcycling by the motorcycle industry Association call centres limited whose address is Rye Hill Business Park, Coventry, CV5 9A-.
11. Refunds. Refunds can be made in accordance with the refund policy below. All refunds will be subject to an administration charge of 10%. This term does not affect your statutory rights
12. Refund policy:
  - o - Customers will receive a refund – subject to the administration fee – for any course cancelled at least 21 days prior to the commencement date. Any course cancelled within a 21 day period will not be subject to any refund.
  - o - If, when booking your course, your start date is within the 21 day period then no refund will be given in the case of cancellation, other than in line with your legal entitlement to a 14 day cooling off period. If the course commences within 14 days of booking then by making payment you agree to waive your rights in terms of this 14day cooling off period.
  - o - Moving your course date. Wherever possible the Honda School of Motorcycling will attempt to accommodate any necessity to change your course date, however we have no obligation so to do under these terms. We will require a minimum of 21 day's notice to change the date of any full licence course and at least 14 day's notice to change the date of any CBT course.
13. Course schedule. At the time of booking you must be available for the dates advised for your training. Full licence courses are run on consecutive days, and include pre-booked motorcycle tests. You will be required to attend motorcycle training in accordance with the scheduled dates advised.
14. All courses are scheduled to provide sufficient training for an average person to complete the course.
15. The full price for the Getting On - Full license Courses and Step Up Courses include all training to reach the standard required for the Module 1 and Module 2 test. The course price includes training, bike use, all clothing and accessories, together with the initial Module 1 and Module 2 tests. In the case of a Module 1 or Module 2 failure then the customer will be liable for the additional cost of the test together with a minimum of 1/2 days training, All subsequent tests and training will also be chargeable.

16. It is the responsibility of all attendees to ensure that they have full knowledge of the start date and time of the course booked. It is also the responsibility of all attendees to understand the requirements in terms of attendance. It is your responsibility to note any changes advised with regard to course dates and times.
17. During your course, if you are unable to continue with your training, for whatever reason, no refund of the course cost is given.
18. Test cancellation. From time to time the DVSA may cancel tests with limited notice. Honda School of Motorcycling has absolutely no control over such actions by the DVSA. Where this is the case, and there is no alternative test availability on the day then the Honda School of Motorcycling will take such action as is required to rearrange your tests at times convenient for you. There will be no additional charge for these rearrange tests. Should you require additional training due to the change of test date by the DVSA, Honda School of Motorcycling reserves the right to charge you for this.
19. Should we cancel your course in full or part with less than 15 days notice, then we will refund the price of your course, unless the cancellation is due to the DVSA cancelling the DVSA practical test date (see 16 above) or any other force majeure incident.
20. Failure to attend a test. Should you fail to attend a scheduled test for any reason at all you will forfeit the test fee, and will be required to pay for a replacement test to complete your course.
21. Your responsibilities. The Honda School of Motorcycling will provide such training as is necessary to complete your course in accordance with the DVSA approved training standards. This training is designed to provide such detail and information as to facilitate your ability to complete your course successfully. It is your responsibility to ensure that you engage fully with the course. It is your responsibility to make your instructor aware at any stage of any issues which may be causing you difficulty in fully engaging with the course, or that may impair your ability to complete the course which include any physical or medical condition or otherwise that could adversely affect your safety or training. You are responsible for always acting in accordance with the directions and advice given to you by your instructor during the course. You understand that attendance on the course is no guarantee of a test pass, successful completion of CBT or any other course requirement.
22. If you incur any penalties or fines whilst riding a motorcycle provided by the Honda School of Motorcycling, due to your manner of riding on the road, the responsibility for settling this rests with you.
23. Insurance. The Honda School of Motorcycling will provide such insurance as is legally required for us to conduct training both on and off road. You will not be charged for any damage to any motorcycle that is provided to you as part of the course, 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.
24. Motorcycles, Clothing and helmets. The Honda School of Motorcycling will provide safety equipment in the form of a motorcycle quality jacket, High visibility jacket, motorcycle quality gloves, and a European standard motorcycle helmet. We have tried to ensure that we offer a wide range of sizes. It is your responsibility to advise us of the likelihood of a specific requirement for either extra large or extra small sizes at the point of booking. Failure to do so may lead to an inability to provide safe protective clothing or

- helmets for your course. In this event your course may be terminated for the day, which may lead to an inability to complete the course. In this case no refund will be available.
25. You will be required to ride in appropriate clothing. We recommend as a minimum sturdy jeans or work trousers, leather boots which cover the ankles, and such additional clothing as is sensibly appropriate in accordance with the prevailing weather conditions on the day of your training. If in any doubt, please ask us for clarification before attendance. If in our opinion you are not appropriately dressed to ride you will not be allowed on the course and you are not entitled to a refund.
  26. For all courses, where Honda School of Motorcycling have provided you with a motorcycle, we will provide you with a motorcycle that is compliant with all legal requirements in England & Wales and is roadworthy
  27. If you are supplying your own motorcycle 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, road tax and MOT (where applicable). Should you arrive for training on a machine that is not legal or appropriate for the course, your instructor will not be able to conduct any training. In such a situation, your course fee will not be refundable. In the event that you use an illegal machine on the road, our insurance policy will not be valid. No discount or reduction in the price of any course is offered if you use your own motorcycle.
  28. Drink and drugs. You will not be able to take part in any element of your motorcycle training should you be, or should we suspect that you are under the influence of drugs or alcohol. Should you fail to comply with any instruction, demonstrate any unsuitable attitude or act in any way which will endanger yourself or any other rider or road user we reserve the right to immediately terminate your training. We operate a zero tolerance policy to any kind of behaviour likely to cause danger, inconvenience, or offence to any third party. In the case of any such action your training will be immediately terminated and no refund will be given.
  29. Threatening behaviour. Any threatening behaviour whether physical or verbal will result in an immediate termination of your training. No appeal will be accepted and the decision of your instructor will in all cases be final and no refund will be given.
  30. Liability. Understanding the risk of motorcycling. By attending a Honda School of Motorcycling motorcycle training course you acknowledge that riding a motorcycle carries with it inherent risks and you accept that there is a possibility that an accident may occur that causes you loss, damage, expense, personal injury or even death. The Honda School of Motorcycling will make every effort to ensure your safety during your course and deliver it in a safe and fun manner to you however we are not liable or responsible for any claim arising as a result of any accident you may be involved in as a result of you taking a motorcycle training course.
  31. In any event, our liability is limited to any damage caused to you by our failure to perform the contract or by our improper performance of the contract unless the failure or improper performance was your fault or that of 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 motorcycle training course.
  32. Complaints. If you have a complaint about the motorcycle training course, in the first instance you should inform the chief instructor at our authorised dealership where you are attending the course as soon as is practical, so that remedial action can be taken if

possible. Thereafter, you should make the complaint in writing within the first 30 days of the training course finish date, sending it to: [Honda UK, 470 London Road, Slough, Berkshire, SL3 8QY]

33. Law. This contract and all matters arising from it are subject to English law and the exclusive jurisdiction of the English Courts.
34. 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.