

These terms should be read and construed as forming an agreement between **Rebel Dogg Riders** hereafter

referred to as "RDR", and the student or customer hereafter referred to as "**the Student**".

1. All of the Student's fees shall be paid in advance of each course or lesson. No cheques or cash are accepted on the first day of training.
2. All courses have been booked on the basis of the information supplied by the Student to RDR. The responsibility for ensuring that these details are correct (including licence entitlements) belongs to the Student.
3. RDR reserves the right to re-arrange or rebook any course at the earliest convenient time to the Student and to RDR.
4. The Student/Instructor ratio for each course will be at the discretion of RDR and RDR will determine the aptitude of the Student for each course. The Student will be deemed to be on a restricted license (A2) course until the Student has shown sufficient aptitude to progress onto the Direct Access Scheme (DAS). This does not affect the description of how the course was sold.
5. All payments must be made to Rebel Dogg Motorcycle Training Ltd
6. **It is a condition of participating in any course that the Student:**
  - (a) Is duly licensed to ride a motorcycle/moped on the public highway in the United Kingdom; \*\*\* The Student must have a Full or Provisional (UK) Driving Licence when the Student attends a course\*\*\* No licence means the Student cannot attend the course, which is a Driving and Vehicle Standards Agency (DVSA) regulation, and the course fees will be forfeit. There are no exceptions.
  - (b) Uses a moped/motorcycle, which, if not provided by RDR, is in good and sound mechanical order, has valid insurance cover and tax disc; and wears suitable, protective clothing, including, in particular, a safety helmet that complies with UK legal requirements.
  - (c) Be able to read a car number plate over a distance of 20.5 metres.
  - (d) Wear suitable clothing for the weather conditions (the very least being denim jeans, a warm jacket and sturdy footwear that provides ankle support) and glasses/contact lens to comply with 6(c).
7. The Student must, before commencing the course, make available for inspection by RDR the Student's complete current (UK) Provisional/Full Driving Licence. If using the Student's own moped/motorcycle, this must be available for inspection along with the Student's moped/motorcycle insurance policy, MOT test certificate (if required), road fund licence (tax disc) and safety helmet.
8. All mopeds/motorcycles are hired to the Student by RDR and it is expected that all due care of hired vehicles is taken, with regard to Student's behaviour, conduct and personal responsibility when in charge of a training school vehicle.

Damage to a moped/motorcycle caused by the Student under £50.00 parts and labour is not charged. **The Student must pay for any damage in excess of £50.00 within 14 days payable to RDR. Parts are charged at retail price Inc. V.A.T. Labour is charged as per the appointed RDR supplier's current rates.** Radios are not insured; making Students liable for any damage to them.

**Damages Waiver:** Rebel Dogg Riders students have the voluntary option to pay a **daily damages waiver of £15.00 per day**, which when paid, will waive the above personal responsibility for damage to RDR hired vehicles. This waiver must be paid in full, in advance of the start of training, but is in no way mandatory.

In the case of any accident or incident on the road, where the Student is at fault, involving a third party, where damage to a third party's property is caused, the Student is liable and subject to charge for the insurance excess charges incurred by RDR, currently up to £300.00.

**When booking and/or starting a training course of any kind with RDR, the student agrees to these terms and conditions, and to the specific conditions of hire of RDR training vehicles.**

#### **9. Cancellations and Bookings changes:**

- Rebel Dogg Riders carefully plan our training courses to ensure your ultimate satisfaction.
- Rebel Dogg Riders have to commit to test dates and instructor time to ensure you have the best possible experience with RDR
- For a motorcycle training organization dealing with very complicated schedules and staff timetables we do not always control, such as DVSA test dates, short notice booking changes are very difficult for us to manage financially and logistically.
- RDR urge you to carefully consider your time schedules and commitments before planning your course with RDR
- **Cancellations:**

**RDR require 12 working days' notice if you need to cancel your booking arrangements, for whatever reason, without exception.** If the Student cancels the course that the Student is booked on, then:

A: If the Student has given written notice of cancellation to RDR not less than 12 clear working days prior to the date the course is due to start, the Student will be entitled to a full refund of fees paid.

B: If the Student has not given 12 clear working days written notice of cancellation (from the first day or part of the course), then no refund will be due and all fees will be forfeit.

If a student does not show ("no-show") for a course or training day booked, then the fees for that day are forfeit and any changes to course schedules that this may require will attract late booking change charges as described below.

C: Any courses booked within 12 days of the course start date will not be eligible for a refund.

D: If the Student enters into an agreement for a full licence course (by booking such a course) and has started training (i.e. CBT) no refund will be given should the Student wish to cancel the remainder of the course.

E: Any refunds will be subject to a £50.00 Administration charge in addition to any other cancellation fees.

#### **Bookings Changes:**

**RDR require 7 working days' notice if you need to change your booking arrangements, for whatever reason, without exception.**

If the Student changes the course that the Student is booked on, then:

A: If the Student has given written notice of changes to RDR not

Less than 7 clear working days prior to the date the course is due to start, the student will not be liable for any late bookings change charges.

B: If the Student has given written notice of changes to RDR less than 7 clear working days prior to the date the course is due to start, then late booking change charges will apply of 50% of the original price of the course and/or course elements affected by these changes, including 100% of any lost test fees.

**All booking changes will be subject to a £50.00 Administration charge in addition to any other late booking change fees.**

10. Any training not taken and completed within 12 months of the payment date is void and no refunds will be issued.

11. Courses, or payments for courses, are not transferable, including Groupon

12. Gift vouchers are non-refundable.

13. The Student must arrive in plenty of time to allow for the course to start on time. Lateness could result in loss of training fees, and will result in loss of fee for CBT courses. Failure to attend will result in loss of fees.

14. RDR accepts no liability for any claim, loss, damage, or expense arising out of the acts or omissions of RDR, its employees, or agents, unless those acts or omissions are caused by the negligence or wilful default of RDR, its employees, or agents.

#### **14a: All students must bring dog biscuits for Mash the dog**

15. The Student will be liable to reimburse RDR against any claim loss or damage or expenses incurred by RDR as a result of a breach of any of these terms and conditions by the Student (for example: in failing to maintain vital insurance cover), to the extent which such claims, loss, damage or expense results from such breach.

16. Where the Student has booked a Module 2 Motorcycle Test inside 3 working days of a Module 1 Motorcycle Test RDR shall not be responsible for the loss of fee for the Module 2 Motorcycle Test if, for any reason, the Module 1 Motorcycle Test is not taken or passed.

17. RDR will determine the aptitude of the Student to undertake the training for the Module 1 Motorcycle Test. If RDR decides the Student is not safe, or at risk, the Student will not undertake that part of the training. RDR will not be responsible for any loss of training fees or motorcycle tests

(Module 1 and 2) that this may incur. Equally if the Student decides not to either train for or undertake the Module 1 Motorcycle Test RDR will not be responsible for any loss of training or motorcycle test fee this may incur.

18. These terms and conditions must be signed by the Student before a course can start. Where the Student is under 18 years of age the terms and conditions must be signed by a parent or guardian of the Student. However: **In addition to signing this document, accepting a booking and/or commencement of training declares your acceptance of these terms and conditions. Please note: Terms and conditions are sent by email with confirmation email/letters when you make your bookings. Copies are available by request and are downloadable from our web site. Copies are available on site when training.**

Whilst every possible effort is made to accommodate our student's scheduling requirements, we are however constrained by the Driving and Vehicle Standards Agency's test cancellation policies, availabilities of test dates and our training staff work schedules. At the outset, we ask that you allocate enough time to complete your course as booked, including all test dates. You will be made aware of the fact that days off work will be required to undertake testing with the DVSA, who do not provide week end tests ordinarily.



**Inclement weather and the DVSA:** Should the DVSA cancel a test due to weather conditions for any reason, the test fee will not be lost and every effort will be made to rebook your test at the earliest possible time. **Fees for additional instructed rides to test will be chargeable by RDR to the student if travel to a test has taken place and a last-minute cancellation by the DVSA has been made due to weather conditions locally – i.e.: ice on Module 1 test area or local storms.**

