

UNITED MOTORCYCLE ADVANCED TRAINING LIMITED

TERMS AND CONDITIONS

1. Services Provided By United Motorcycle Advanced Training Limited (UMAT Ltd)

- 1.1 Advise the trainee rider on the current training costs and discuss the eligibility for training grants.
- 1.2 The course fee covers the use of the machine on training and when on the practical test and running costs.
- 1.3 Provide free of charge loan clothing and equipment, such as jacket, trousers, gloves and safety helmet.
- 1.4 Offer up to date theory test training material at the RRP, and if required provide free facilities to view the hazard perception DVD during normal office hours.
- 1.5 Register the trainee rider for the Category A theory test at a suitable theory test centre.
- 1.6 Provide a qualified motorcycle instructor who is registered with the Driving Standards Agency.
- 1.7 Provide a loan machine that fully meets the minimum test vehicle requirement.
- 1.8 All loan motorcycles are fully comprehensively insured, taxed (MOT where appropriate).
- 1.9 Register the trainee rider for the Category A Module 1 and Module 2 riding test at a suitable test centre.

2. Obligations of the Trainee Rider

- 2.1 The trainee rider will provide accurate and full information to UMAT Ltd at all times; in particular any change of address or contact telephone number.
- 2.2 The trainee rider will be in possession of the necessary driving documents at all times while undertaking a course.
- 2.3 The trainee rider will show the officer at the theory test centre and the DSA examiner at the practical test centre a form of photographic ID (new style plastic driving licence or passport), their current driving licence (including paper counterpart), the correct provisional entitlement, and where appropriate a valid theory test pass certificate.
- 2.4 Theory tests booked with the DSA by UMAT Ltd on behalf of the trainee rider will be subject to the DSA's terms and conditions.
- 2.5 Where the trainee rider fails to meet the conditions of paragraph 2.3 the relevant test will not take place and the individual will forfeit all fees in relation to that test.
- 2.6 If the trainee rider is considered by the motorcycle instructor to be suffering from sleep deprivation, the course will be suspended for 24 hours and relevant fees will be lost.
- 2.7 If the trainee rider is considered by the motorcycle instructor to be under the influence of alcohol or drugs, the course will be terminated and all training and test fees will be forfeited.
- 2.8 The trainee rider must be able to read a vehicle number plate from a distance of 20.5 metres (67 feet – about five car lengths) in good daylight. If glasses (or contact lenses) are needed to achieve this, they must be worn at all times whilst training.
- 2.9 The trainee rider is to arrive punctually at the start of each day. If more than 30 minutes late the motorcycle instructor will commence training without the trainee. In this instance lost training time will not be refunded or made up.

3. Training with UMAT Ltd

- 3.1 Normal office hours are 9am to 5pm, Monday to Friday.
- 3.2 A CBT course will have a ratio of one instructor to a maximum of four students (on-site) or two students (on-road)
- 3.3 During the training day there will be a break of 30 minutes.
- 3.4 At the four hour point into training, if in the instructor's opinion a student is not safe to proceed onto the road, the training will be suspended, and outstanding training offered at a later date; (generally the following weekend).
- 3.5 CBT is not a guarantee pass. Training beyond 7 hours will incur additional costs. Details available from the office.
- 3.6 A normal DAS or 125cc on-road training day with a ratio of two trainee riders to one instructor will start at 9.30am and finish at 3pm. During the training day there will be a period of breaks up to 30 minutes.
- 3.7 UMAT Ltd reserve the right to amend training dates and timings should the need arise. In such a case UMAT Ltd will endeavour to give the trainee rider at least 24 hours notice.

- 3.8 UMAT Ltd will make every effort for the trainee rider to remain with the same instructor and machine throughout the training course; but reserve the right to change the instructor or machine if so needed.
- 3.9 In the event of the loan machine breaking down, UMAT Ltd will arrange for the trainee rider to have further training to make up for time lost.
- 3.10 During normal training hours the machine may be required to undergo minor maintenance (i.e. tyre repairs etc). Should the need arise the instructor will make up any lost time at the convenience of the trainee rider.
- 3.11 In the event of an accident the rider shall be liable to pay UMAT Ltd for any insurance excess payment up to a maximum of £300.00 for any damage caused to clothing, equipment or machine.
- 3.12 Any complaint about the motorcycle training should be made in the first instance to the instructor at the end of the day.
- 3.13 Any complaint about course administration should be made in the first instance to the Company Secretary.
- 3.14 Any complaint that has not been resolved by the instructor or Company Secretary should be made in writing to the Company Director no later than 48 hours after the incident.
- 3.15 To book a Compulsory Basic Training (CBT) course a non-refundable course payment is to be paid in advance.
- 3.16 To reserve a practical test with a course of two or more days a non-refundable deposit of £140.00 is required.
- 3.17 Course fees and test fee will vary subject to the duration of training. Current prices are available from UMAT Ltd and will be put in writing. All quotes will remain valid for 30 days.
- 3.18 The trainee rider (other than CBT) must pay the balance of any outstanding fee on the first training day either by cash, debit or credit card. Payments made by cheque should be paid 7 days in advance of the first training day.
- 3.19 In the event of any late payment, or any part thereof, an interest rate of 8% above the Base Rate of Barclays Bank plc may be charged from time the payment became due to the date of actual payment.
- 3.20 Any cancellation or refund request must be made in writing to the Company Secretary 14 days before the start of the course.
- 3.21 Changes made by the trainee rider to alter training/test dates will be amended free of charge provided more than 14 days notice is given prior to the start of the course.
- 3.22 Late cancellation of less than 14 days prior to the first training date will result in a cancellation fee of £50.00 per training/test day and loss of the DSA test fee.
- 3.23 A trainee rider who withdraws after starting a course will be charged the full course payment and the DSA test fee.

4. Confidentiality and Data Protection

- 4.1 UMAT Ltd will keep confidential all information (i.e. copy of driving licence, etc) which the trainee rider supplies in connection with this agreement.
- 4.2 UMAT Ltd will be responsible for ensuring that the processing of personal data complies with the Data Protection Act 1998.

5. Disclaimer

- 5.1 Motorcycling is a potentially hazardous activity. UMAT Ltd accepts no responsibility for and shall not be liable in respect of any loss, injury, damage or liability suffered by the trainee rider in connection with any ride or course of instruction organised by UMAT Ltd or its agents.

6. Law

- 6.1 This agreement shall be construed as being subject to the laws of England and Wales and embodies all the terms and conditions agreed between the parties.