

CBT

Terms and Conditions



**THESE TERMS AND CONDITIONS
ARE IMPORTANT SO PLEASE
TAKE TIME TO READ THEM.**

**IT IS YOUR RESPONSIBILITY TO
ENSURE YOU UNDERSTAND
OUR TERMS AND CONDITIONS
PRIOR TO BOOKING.**



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Enjoy your training to its full potential by reading our terms and conditions...

ABBREVIATIONS

The following abbreviations apply herein:-

CBT	-	Compulsory Basic Training
DVLA	-	Driver and Vehicle Licensing Agency
DVSA	-	Driver and Vehicle Standards Agency
U-Pass	-	U-Pass Motorcycle Training

INSTRUCTOR ASSIGNMENT

U-Pass shall make the services of an Instructor available to the student for the sole purpose of giving the student rider tuition at the rate per lesson/course for the agreed term.

U-Pass reserve have the right to substitute another Instructor for the purposes of giving all or any of the lessons if the planned Instructor is not available for any reason whatsoever.

TRAINEE DOCUMENTATION

All students booking and completing a motorcycle course at U-pass (with the exception of the free trial lesson) must hold a UK driving licence, provisional or full, with valid provisional motorcycle entitlement (Category A - Motorcycle and/or Category P - Moped). It is the student's responsibility to ensure they hold the correct licence and subsequent categories.

On each day of training all U-pass students will be required to provide and show the following applicable documents to the U-Pass Instructor :-

- UK provisional Driving Licence - showing current residential address.
- If you hold only an old paper licence (have never had a new photocard) you will additionally need to provide a valid passport.

If using your own bike see section USE OF OWN MOTORCYCLE.

EUROPEAN UNION AND OTHER FOREIGN LICENCE HOLDERS

Please contact U-Pass for information and advice that will be confirmed in writing to you before booking a course.

FAILURE TO PRODUCE DOCUMENTS

If the student fails to produce any of the required documents for a CBT course then training cannot commence. No refund can be issued. The student is also liable for any outstanding balance.

GENERAL COURSE INFORMATION

TIMES & ATTENDANCE

You are required to attend for your course at the agreed time.

You must attend all scheduled days of training in full and on time.

CBT has a set legal structure that requires full on time attendance without exception.

Late attendance on any session may result in your training being cancelled and fees forfeited.

NON ATTENDANCE

A student failing to attend for booked training will be deemed a cancellation and if the required notice has not been received the full course fee will have become immediately payable and due.

None attendance would be considered 1 hour after the specified time.

Depending on circumstances you may/may not be able to join an ongoing course, your instructor will advise the possibilities.

If full payment has not already been received from the absent student a letter/invoice will be sent to the student requesting payment. Subsequent letters/correspondence to the student to recover any monies will be charged at £10 per letter.

LANGUAGE

Courses are conducted in English and radio systems will be used on road. You must have a good command of English and be able to hear and act upon instructions given over a radio earpiece. If in doubt please attend for a free trial lesson or face to face meeting before committing to a course.

CUSTOMER RESPONSIBILITY

U-Pass will provide training and assessment. No certificates or test passes are granted for attendance alone. Customers must take sufficient training suitable for their needs to demonstrate to DVSA standards their competence and safety.

HEALTH/ENTRANCE SUITABILITY

You need to satisfy yourself that you are physically/mentally fit to be able to learn to ride and be capable of undertaking training. You will need to be already able to safely ride a pedal cycle. We cannot refund if you are unable to complete or fully attend your training sessions. Your instructor will not allow you to ride or learn if you are unable to safely participate either as an individual or as part of a group.

HEIGHT RESTRICTIONS

U-Pass does not have any height restrictions for any of its motorcycle courses. However, if a student turns up for training and is unable to safely control any class of motorcycle then U-Pass reserves the right to change the nominated motorcycle to a safer option.

If a student's course has to be cancelled due to height issues then there will be unfortunately no refund or replacement course offered.

If you are concerned about your height and handling motorbikes U-pass does offer a free trial lesson prior to booking a course which we encourage you to take advantage of.

EYE SIGHT TEST

On the first day of training you will be expected to read a number plate from the legally required distance of 20.5m. Failure to clearly read the number plate will result in the immediate termination of your training. No refunds will be issued. (please remember to bring your prescription glasses/lenses should you need them)

ALCOHOL

Any student arriving for his/her training who appears under the influence of alcohol will be subject to the immediate cancellation of the entire training day. No refund will be given for the days training lost. U-pass will, in certain situations, contact the local Traffic Police for assistance with Breathalyser tests.

DRUGS

Any student arriving for his/her training who appears under the influence of drugs will be questioned and asked to complete a basic field impairment assessment.

Failure to either comply or pass the test will result in the immediate cancellation of the entire training day. No refund will be given for the days training lost. U-pass will, in certain situations, contact the local Traffic Police for assistance with drugs testing.

MEDICAL CONDITIONS

Full disclosure must be made by the student, at the time of booking, if he/she knows of any drug/medical/medication condition (by prescription or otherwise) that could impair his/her riding ability. You will be asked to make a further verbal disclosure in confidence to your instructor on commencing training. Failure to disclose any issues that become apparent to U-pass Instructors will result in the termination of the training. No refund will be issued.

SAFETY EQUIPMENT

Appropriate sturdy clothing and footwear including boots that cover the ankle that allow easy use of the bikes controls **must be worn**. You may be turned away from training and tests if clothing is deemed unsuitable by instructors or examiners. No refund for missed training or tests will be given.



U-Pass will provide necessary safety equipment, free of charge, for those students that require it, this includes:-

- Helmets
- Jackets
- Gloves

All safety equipment is regularly checked to ensure it meets required health and safety requirements.

Students that use U-Pass safety equipment should look after all equipment provided and return each item used at the end of each training day.

All equipment loaned free of charge to the Customer must be treated with care and respect. If damage or loss is caused by wilful neglect or misuse then a charge of not more than the loss incurred by U-Pass will be made to the student.

U-pass has sufficient motorcycle safety helmets in a variety of sizes to suit most head sizes. Should a student not find a safety helmet at U-Pass to fit, then the student will have to provide his/her own safety helmet. If the student is attending a training course and discovers that U-Pass safety equipment is not suitable (for size reasons), the student will be unable to commence the days training for safety reasons. No refund can be given for the training day/s booked.

U-pass offers free trial lessons so students can ensure all U-pass safety equipment is suitable for their needs prior to training.

STUDENT CONDUCT

U-Pass expects students to behave appropriately towards its staff and other students or persons encountered during training.

U-Pass will not tolerate abusive behaviour or bad language towards any member of staff, DVSA employee or other U-Pass student.

Any student behaving in an abusive or disruptive manner maybe warned and/or have their training immediately terminated if it persists. They will be asked to leave the premises immediately and any incident may be reported to the police. No refund will be given for any remaining training.

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CBT THEORY

Although you do not need to have passed your DVSA theory Test to take your CBT You most certainly will be expected to have a basic understanding of the Highway Code. Should this be deemed a shortfall or inadequate by your Instructor your CBT may be halted for safety reasons any and remaining time forfeited. In such instances you will however have the opportunity to reschedule a continuation of your CBT (from the point it was stopped) once you feel you have acquired the appropriate knowledge, however normal hourly fees will apply.

You will be required to attend all recommended sessions, refunds cannot be given if you decide to cease training.

Students cannot have a return session to complete a CBT if more than 3 weeks have elapsed between their last date of attendance, whereupon a full CBT at the standard price will be required.

CANCELLATIONS BY TRAINEE

For the purpose of calculating cancellations the term “working days” does not include weekends, public or bank holidays.

Cancellations must be made during office hours, Monday-Friday (9am - 4.30pm).

Cancellations made after working hours are deemed to have been made the following day.

You MUST attempt to contact and speak with us via the telephone at the earliest possible time (leave a message to record the date and time of your initial communication if we do not answer) and follow this up with an email. If you purely email us it is your responsibility that we receive the email, emails to wrong addresses etc. will be deemed as a failure to make contact.

CBT's should be cancelled with a minimum of 3 full working days' notice. In such circumstances the CBT can be re-scheduled with U-Pass at no extra cost.

CBT's cancelled within 3 working days of the planned date commencement will require the FULL Course fee to be paid regardless of attendance or not.

Any rescheduled CBT must be completed within 3 calendar months or the fee will be forfeited.

No FAULT NON ATTENDANCE

Should you be ill, injured or suffer any extenuating personal circumstances that precludes you from attending a course you have booked you will still unfortunately be required to pay the fee for the training and no refunds can be offered.

U-Pass will as a matter of goodwill give receipt of your course and confirm nonattendance so you may claim against any insurance you may have.

U-Pass does not provide or offer any insurance for such circumstances.

CANCELLATIONS BY U-PASS

We appreciate students may have to make arrangements with work and families to attend training and therefore we are conscious to make all possible efforts to conduct your training when agreed.

In the unusual event that our instructors are late then (if amenable to the trainee) we shall offer to work late to make up and lost time.

If for reasons beyond our control we are unable to conduct your training on the day specified we shall try to phone you at the earliest possible time. You will be offered alternative training dates. We cannot not accept any claim for loss of earnings or similar.

U-Pass vehicles are all regularly maintained and serviced, however, in the event of a mechanical breakdown U-Pass will endeavour to provide a substitute vehicle. U-pass cannot be held accountable for any mechanical breakdown of its vehicles.

USE OF OWN MOTORCYCLE

Any student using his/her own motorcycle for training must ensure that the vehicle complies with all legal requirements in existence at the time of training and/or testing.

On each day of training you will be required to provide and show the following applicable documents to the U-Pass Instructor:-

- Proof of insurance for training purposes (if using students own vehicle).

You may additionally depending on circumstances be requested to provide the following.

- Valid MOT certificate (if bike > 3 years old)
- V5 (owners logbook) or letter from registered owner allowing use of vehicle for training.

Legal full size L plates must be displayed front and rear, and vehicle tyres must be within the legal limits.

The maintenance and reliability of the student's vehicle shall be the student's sole responsibility.

U-Pass accepts no responsibility for any loss or damage for any reason caused to a students own motorcycle whilst being used for training purposes, this is the sole responsibility of the student.

Students turning up for training on un-roadworthy vehicles have the option to upgrade, for an additional fee, to a U-Pass vehicle (If one is available) or face cancelling the training.



USING U-PASS MOTORCYCLES

Students using U-pass vehicles are responsible for the vehicle they are using on the day.

U-Pass are insured for damage to third parties in the unfortunate event you hit anyone/anything.

ANY DAMAGE CAUSED TO A VEHICLE YOU ARE HIRING FROM U-PASS MUST BE PAID FOR BY YOU, in such circumstances you will be requested to make immediate payment. If the vehicle is rendered unusable then once the repairs have been established you will be invoiced for any costs with payment expected within 14 days.

The vehicle keys are the responsibility of the student using the vehicle. Any key that is lost or damaged by the student will result in the student being invoiced for a completely new lock set for the vehicle.

U-Pass will endeavour to match students with suitable vehicles for all motorcycle courses but in the event that U-Pass is unable to do so, for reasons beyond our control, a substitute vehicle will be made available.

Students are NOT permitted to sit on, touch or ride any U-Pass motorcycle without the direct permission of a U-pass Instructor. Students are only permitted to use a U-Pass vehicle in the presence of an Instructor. Students sitting on, touching or riding a vehicle without the Instructor being present are using the vehicle without U-Pass permission, in such instances all training will be terminated immediately without refund.

INJURIES AND ACCIDENTS

The student understands that motorcycle training can occasionally be hazardous and agrees to undergo any training at their own free will.

U-Pass will take all steps to ensure you have a safe and enjoyable course, however riding a motorcycle on or off road carries a degree of risk of injury or even fatality and customers are asked to act responsibly and safely.

U-Pass and our instructors cannot accept liability or be subject to any claim for any injury or accident you may suffer whilst riding independently or accompanied.

The student accepts responsibility for their own actions during the training and any possible injury caused to them during their motorcycle training.

The student understands that there are no "dual controls" on motorcycles and therefore accidents that occur are the sole responsibility of that student. U-Pass is not liable for any injury sustained. Any student that sustains injury during their training will have the training stopped and the student may be requested to make their way to the local hospital. For minor injuries U-Pass will transport the student to the hospital if possible. If the student is happy to continue the training it will be at their own discretion.

Any student that sustains an injury that prevents them from continuing the training will forfeit the remainder of the course and any subsequent fee or/and test. Continuation or replacement training is at the discretion of U-Pass.

VALUABLES AND PERSONAL PROPERTY

All personal property is brought to site and left on site at the students own risk. Valuables and other items can be locked away in the instructor's office on request.

GIFT VOUCHERS

Gift Vouchers issued by U-Pass are valid for a period of 6 months from the date of issue.

The gift vouchers must be presented at the time of paying for the course.

U-pass gift vouchers have no monetary value and cannot be exchanged or sold to a third party, they are non-transferable and valid for the named recipient only.

Refunds are only offered up to 14 days from date of purchase so long as no dates have been allocated. Any refund made must be to the original purchaser/card holder.

Students may use their certificate as part payment against courses of a higher value, if used against a course of a lower value no refund of change will be given.

The purchaser of the gift vouchers is responsible for ensuring the gift voucher recipient is able to use the voucher to complete a training course in compliance with the terms herein.

DATA PROTECTION

Students by virtue of conducting training give their consent for U-Pass to onward transmit their personal details to authorities such as Police, Ambulance, DVSA, DVLA etc when requested, and in the case of an accident the 3rd party and insurers.

OVERRIDING INTEREST

U-Pass reserves the right and at its discretion to refund any course fee in full instead of providing training and/or testing.

U-Pass reserves the right to vary or change these terms and conditions without prior notice but a copy of current terms and conditions will be provided with response to each booking being made.

U-Pass reserves the right to vary or change all training course prices without prior notice.

U-Pass reserves the right to determine riding standards in all respects as criteria for submitting students for testing. Such criteria to be in accordance with regulations and guidance as issued by the DVSA.

Customers who do not agree with these terms and conditions should not make a booking.