



## RAPID TRAINING LIMITED TERMS AND CONDITIONS

Please read the following important terms and conditions before agreeing to complete our motorcycle training, events and courses and check they contain nothing that you are not willing to agree to.

### 1. INFORMATION ABOUT US AND HOW TO CONTACT US

- 1.1. **Who we are.** We are Rapid Training Limited a company registered in England and Wales. Our company registration number is 03389719 and our registered office is at Scottsdale House.10-31Springfield Avenue. Harrogate. HG1 2HR.
- 1.2. **How to contact us.** You can contact us by writing to us at Scottsdale House.10-31Springfield Avenue. Harrogate. HG1 2HR or by emailing us at [enquiries@rapidtraining.co.uk](mailto:enquiries@rapidtraining.co.uk)

### 2. OUR CONTRACT WITH YOU

- 2.1. **How we will accept your booking.** Our acceptance of your booking will take place when we tell you that we are able to provide you with the coaching services or events and the date(s) on which they will be provided, or, after you have completed an online booking form, at which point a contract will come into existence between you and us. A contract is not formed between us prior to this time, for example when you enquire about the coaching or events and the dates currently available or when we send you a booking form to complete.
- 2.2. **If we cannot accept your booking.** If we are unable to accept your booking, we will inform you of this. This is typically due to being unable to authorise your payment or our coaching services being fully booked.
- 2.3. **Other terms which are relevant to this contract.** You also agree to be legally bound by the declaration which you will be required to complete and return to us before we provide the coaching services. You will also be required to confirm that the content of the declaration remains true on each day that you participate in the coaching services. The declaration forms part of this contract as though set out in full here.

### 3. YOUR RIGHTS TO MAKE CHANGES

- 3.1. If you wish to make a change to the date(s) of the coaching services or any other part of the coaching services or events, please contact us. We will let you know if the change is possible. If we are able to accommodate the change, we may charge you for any additional costs which are incurred as a result of the change, for example, the cost of cancelling any track hire (if applicable) on the day you can't make and re-booking it. We will not make any change before we have notified you of any additional costs and you have confirmed that you would like to make the change and are prepared to pay the additional costs.

### 4. OUR RIGHTS TO MAKE CHANGES

- 4.1. **Minor changes to the coaching services or events.** We may make minor change the coaching services or events such as to reflect changes in relevant laws and regulations. These changes will not affect the overall coaching service provided to you.
- 4.2. **More significant changes to the coaching services or events and these terms.** In addition, we may make more significant changes to these terms or the coaching services or events, but if we do so we will notify you and if you are not happy with the proposed changes you may choose to end the contract before the changes take effect.

### 5. YOUR OBLIGATIONS

- 5.1. Unless agreed otherwise we will only provide the coaching services or events if you:
  - 5.1.1. provide your own roadworthy motorcycle with appropriate insurance, MOT certificate and road tax;
  - 5.1.2. have a valid, full current driving licence relevant to the motorcycle you are riding on for the coaching services;
  - 5.1.3. complete the attached declaration before the commencement of the coaching services; and
  - 5.1.4. at all times comply with the terms of your completed declaration.

### 6. PROVIDING THE SERVICES

- 6.1. **When we will provide the coaching services or events.** We will supply the coaching services to you on the date(s) set out in the booking or otherwise agreed between us.
- 6.2. **We are not responsible for delays outside our control.** If we have to delay or cancel the coaching services as a result of something outside our control, for example poor weather conditions, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay or cancellation. Provided we do this we will not be liable for the delay or cancellation caused by the event. If this happens, we may need to agree a different date(s) for the coaching services.
- 6.3. **What will happen if you do not provide required information to us.** If you do not comply with your obligations (see clause 5) or do not provide us with other information we may require, or you provide us with incomplete or

incorrect information, we may either end the contract or delay the coaching services or events and make an additional charge of a reasonable sum to compensate us for any costs incurred as a result for example, the cost of cancelling any track hire (if applicable) and re-booking it. We will not be responsible for providing the coaching services late or not providing any part of them if this is caused by you not giving us the information we need.

- 6.4. **Reasons we may delay the coaching services or events.** We may have to delay, cancel or reorganise the coaching services such as if we need to update the coaching services to reflect changes in relevant law or regulatory requirements, or due to poor weather conditions.
- 6.5. **Your rights if we delay the coaching services or events.** We will always try to contact you in advance to tell you we will be delaying, cancelling or reorganising the coaching services or events, unless the problem is urgent or an emergency. Where possible we will provide new date(s) for the coaching services or events as soon as possible. You may be able to end the contract as a result of our delay (see clause 7.1.2.).

## 7. YOUR RIGHTS TO END THE CONTRACT

- 7.1. **Ending the contract because of something we have done or are going to do.** If you are ending the contract for a reason set out at 7.1.1 to 7.1.3 below, the contract will end immediately and we will refund you in full for any coaching services or events which have not been provided to you or have not been properly provided to you. The reasons are:
  - 7.1.1. you are notified of an error or change to the price, description or terms of the coaching services or events and you do not wish to proceed;
  - 7.1.2. if we delay or advise we are going to delay the coaching services or events, for a period of more than two months; or
  - 7.1.3. you have a legal right to end the contract because of something we have done wrong.
- 7.2. **Exercising your right to change your mind.** Where you have entered into this contract over the telephone or by email, you have a legal right to change your mind within 14 days of the date we entered into this contract and receive a refund for the coaching services or events which have not been provided.
- 7.3. **Ending the contract where we are not at fault and there is no right to change your mind.** If you are ending the contract but we are not at fault and you have no right to change your mind, the contract will end immediately. You will receive a refund for the coaching services or events which you have not received but we may deduct any reasonable costs we incur as a result of your ending the contract, for example the cost of hiring the track (if applicable). If you have not made an advance payment, we may deduct or charge you the costs we will incur as a result of your breaking the contract.

## 8. OUR RIGHTS TO END THE CONTRACT

- 8.1. **We may end the contract if you break it.** We may end the contract at any time if:
  - 8.1.1. you do not make any payment due to us in accordance with clause 10.3 below;
  - 8.1.2. you do not provide us with information that is necessary for us to provide the coaching services or events;
  - 8.1.3. we do not think it is safe or legal for you to ride on the coaching course or events; or
  - 8.1.4. you do not comply with your obligations (see clause 5) or your completed declaration.
- 8.2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 above we will refund any money you have paid in advance for coaching services or events we have not provided, but we may deduct or charge you the costs we will incur as a result of your breaking the contract.

## 9. IF THERE IS A PROBLEM WITH THE COACHING SERVICES

- 9.1. **Your legal rights.** The Consumer Rights Act 2015 gives you certain legal rights, for example we must perform our obligations with reasonable skill and care. For detailed advice, please visit the Citizens Advice website ([www.adviceguide.org.uk](http://www.adviceguide.org.uk)) or call 03454 040506.
- 9.2. **How to tell us about problems.** If you have any questions or complaints about the coaching/training services, please contact us by writing to us at Scottsdale House, 10-31 Springfield Avenue, Harrogate, HG1 2HR or by emailing us at [enquiries@rapidtraining.co.uk](mailto:enquiries@rapidtraining.co.uk)

## 10. PRICE AND PAYMENT

- 10.1. **Where to find the price for the coaching services or events.** The price of the coaching services or events (which includes VAT) will be the price confirmed at the date of your booking. We take all reasonable care to ensure that the prices of the coaching services or events advised to you are correct. If you believe we have charged you incorrectly please contact us promptly to let us know.
- 10.2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your booking date and the date we provide the coaching services or events, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate VAT takes effect.
- 10.3. **When you must pay and how you must pay.** You must pay in full, at least 7 days in advance of the date the coaching services or events are scheduled to take place. This can be via a one-off payment or in instalments, as agreed by us in writing at the time of your booking. You must pay via the following methods [cheque, bank transfer, credit card, debit card, instalments or any other method agreed by us at the time of booking]

## 11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 11.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen.
- 11.2. **We have no responsibility to you in some circumstances.** We are not responsible to you for loss or damage which you suffer if it is as a result of you failing to comply with your completed declaration.
- 11.3. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to our obligations under this contract.
- 11.4. **We are not liable for business losses.** We only supply the coaching services and events for domestic and private use. If you use the coaching services or events for any commercial or business purpose we will have no liability to you for any business losses including (amongst other things) any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 12. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 12.1. **How we will use your personal information.** We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our web site.

## 13. OTHER IMPORTANT TERMS

- 13.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer and we have not started to provide the coaching services or events to you, you may contact us to end the contract within one month of us telling you about it and we will refund you any payments you have made in advance for coaching services or events not provided.
- 13.2. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 13.3. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.4. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.



## RAPID TRAINING LTD. RIDER DECLARATION

By signing this form, you agree that you meet all the requirements listed below in order to complete the coaching provided by Rapid Training and, if requested, will be able to evidence such requirements. This form must be signed by you and returned to Rapid before commencing any coaching with Rapid Training. If your coaching lasts more than one day, you will be asked to confirm that your declaration set out below remains true at the start of each day you participate in the coaching.

This document forms part of our terms and conditions and must be completed fully and accurately. If you do not comply with the terms of this declaration, we may end the contract and not let you participate in the coaching.

Clause 11 of our terms and conditions sets out our responsibility for loss or damage suffered by you. Nothing in this disclaimer will affect the terms of this clause.

I wish to take part in advanced motorcycle riding coaching with Rapid Training Ltd. I confirm that:

- I am the holder of a valid, full current driving licence enabling me to ride the motorcycle which I will be riding during the coaching within the United Kingdom.
- I will at all times use a roadworthy motorcycle for the coaching with appropriate insurance, MOT certificate and road tax (as appropriate).
- I do not have any medical condition that means I should not take part in the coaching and have not been advised by a medical professional not to take part. I am fit to ride to the standard required by the coaching and will ensure that if I have been prescribed glasses, contact lenses which I need in order to take part, I wear them.
- I will at no time during the coaching be under the influence of any drug or alcohol (including prescribed medication) or suffering from any condition that may adversely affect my fitness or ability to ride or take part in the coaching.
- I understand that, when I am on a public road, I must ride safely, legally (including in accordance with the applicable Highway Code) during the coaching and am solely responsible at all times for this.
- I will not at any time ride my motorcycle in a manner which could be considered dangerous or detrimental to myself or any other person during the coaching.
- I will at all times wear a crash helmet and appropriate protective clothing for riding a motorcycle on public roads and on a track.
- I understand that I am responsible for my own safety at all times and agree that in following any advice or direction given to me by my coach, I should only carry out manoeuvres if I believe I am able to do so safely and legally. If I am in any doubt, I will ask for clarification before following the advice or direction provided.
- I understand that there are inherent dangers with motorcycle riding on public roads and on tracks, including the possibility of injury or death.
- If at any point during the coaching I do not feel fit to ride or any instruction is beyond my capabilities I will tell my coach immediately, and not continue until it is safe and legal to do so.
- I understand and agree that for any coaching involving track, racing is not permitted and that the purpose of the coaching is to allow me to improve my skills and learn the handling and braking characteristics of my motorcycle
- I agree for any coaching involving track, medics on behalf of the track owner may attend if I suffer any injuries during the training and that they may record my details for the purposes of providing medical attention and pass those details to Rapid for the purposes of maintaining a record of any injuries incurring during the training.
- If there is a change of circumstances in any of the above, I will immediately notify my coach and ask whether I am able to continue with the coaching.

Please tick both boxes then sign and return a copy of this page to [operations@rapidtraining.co.uk](mailto:operations@rapidtraining.co.uk)

- ☐ I have read and agree to Rapid terms and Conditions
- ☐ I have read and agree to the terms of the Rapid Rider Declaration and declare that I meet all the requirements listed and that if requested, I will evidence such requirements.

Full Name of Rider \_\_\_\_\_ Signed \_\_\_\_\_ Dated \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Post Code \_\_\_\_\_