



## LIABILITY DISCLAIMER/TERMS & CONDITIONS OF SERVICE BETWEEN 1 STOP INSTRUCTION TRAINING DAYS LIMITED AND THE INDIVIDUAL ATTENDING A KNEE DOWN AND/OR WHEELIE SCHOOL



These are the Terms & Conditions by and subject to which 1 Stop Instruction (meaning 1 Stop Instruction, 1 Stop Instruction Limited or 1 Stop Instruction Training Days Limited, all with their Registered Office situate at 18 Regent Gardens, Ilford, Essex, IG3 8UL, it's servants or agents or other representatives collectively referred to as 1 Stop Instruction) agrees to provide tuition, and allow an attending individual (Pupil) to participate in either a motorcycling knee down or wheelie training day (training) and by and subject to which 1 Stop Instruction agrees to obtain other training related services at the request of the Pupil. Prior to participating in such training and/or making use of other related service, the Pupil has been given adequate time to read through these Terms and Conditions set out here. By remitting a deposit payment for such training provided by 1 Stop Instruction and by signing in agreement to these Terms & Conditions, the Pupil is entering into a legally binding agreement between themselves and 1 Stop Instruction. In this agreement the masculine shall apply to the feminine, all Terms & Conditions are severable, the validity of a condition does not affect the validity of any other condition, and where a part of one condition is invalid then that part is severable from the rest of that condition.

### General

The Pupil accepts that riding a motorcycle and participating in the training, on whatever racing circuit, track, road, or other surface or terrain and whether on public or private highways and regardless of the circumstances or conditions, is inherently dangerous and that it is consequently very difficult for 1 Stop Instruction to insure against risk of injury or other damage. The Pupil therefore and hereby variously agrees, warrants, undertakes and accepts that in participating in the training, whether on a public or private highway or at or on such route or course as may be taken for the purposes of the training, he is

- a- voluntarily exposing himself to and will assume all and any risk of damage or loss or personal injury whether to his person, property or otherwise howsoever sustained.
- b- solely responsible for the manner in which he rides
- c- under a legal obligation at all material times to ride with reasonable care and skill in relation to himself and others
- d- responsible for ensuring that he wears appropriate protective clothing that is reasonably fit for its intended purpose
- e- under a legal obligation to, and will take all steps reasonably required to, ensure that nothing he does, or fails to do, will adversely affect the health and safety of 1 Stop Instruction or other participants in the training or any third party and
- f- solely responsible for injury, damage or loss that he causes to others.
- g- agreeing that the length and format of any training session shall be determined by 1 Stop Instruction and be acceptable by the Pupil. If the Pupil shall elect to cease training after such session has commenced, then he shall be deemed to have cancelled such session of his own accord and, as such, shall forfeit any monies paid to 1 Stop Instruction.
- h- agreeing to defend, indemnify and hold 1 Stop Instruction Training Days Limited harmless against any claims, damage costs, expenses and losses arising out of any claim made against it by any persons where such costs and losses are attributable directly or indirectly to the pupils negligence or participation or other involvement in the training or his breach of any terms of these terms and conditions.

### Pupil warranty

a- By way of further assurance to 1 Stop Instruction, the Pupil hereby and variously warrants and declares that (a) he is fit & healthy, and that he knows of no reason, medical or otherwise, why he may not or which might otherwise influence the decision of 1 Stop Instruction to allow him to participate in the training (b) his eyesight (with spectacles or lenses which he will wear as necessary) is adequate for the purposes of the training (c) he holds a current full road driving license or a current competition license appropriate for the size & type of vehicle he will use and for the circumstances and venue appointed for the Ride and that (d) he will not participate in the training whilst using, under the influence of or suffering withdrawal from the consequences of alcohol, drugs or medication. The Pupil further accepts that he makes representation as to his ability and qualification to ride the type of motorcycle used in the course of the training, and accepts responsibility for any loss or damage arising from him not being able or qualified to ride such motorcycle.

### School Limitations

a- The Pupil understands accepts and agrees that (a) 1 Stop Instruction is a training organisation intended solely for the teaching of knee-down and wheelie techniques and does not represent itself as a riding skills, road skills or road safety training organisation (b) whilst 1 Stop Instruction may, it is not obliged to, give guidance on the standards of riding required and (c) it is not in a position to and will not otherwise enforce or be responsible for and hereby disclaims all and any liability for pupil discipline or pupil safety. The Pupil also accepts that whilst 1 Stop Instruction will use it's best endeavors to assist the Pupil in achieving a successful kneedown or wheelie, this cannot be guaranteed and is very much dependent upon individual Pupil skills. As such, no claim against 1 Stop Instruction shall be made by the Pupil if he shall not achieve a successful kneedown and/or wheelie.

### Notification to Pupil

a- 1 Stop Instruction shall notify the Pupil of the commencement time and training venue of such training session that the parties have agreed to by email. The Pupil should be at the training venue at the advised time and accepts that if he should arrive late the training booked by the Pupil may not be provided and monies paid to 1 Stop Instruction by the Pupil shall be retained by 1 Stop Instruction. In any event, if the Pupil arrives after any safety briefing has begun he shall accept that 1 Stop Instruction shall not provide training to the Pupil and any monies paid to 1 Stop Instruction shall be retained by 1 Stop Instruction and the Pupil shall be liable to remit any balance remaining to 1 Stop Instruction.

**Course fees** a- The Pupil shall pay a deposit of £100.00 per training session and in the event of booking a 'back to back' session this shall require a deposit of £100.00 for each individual session i.e. £200.00. Any balance of training shall be payable, in cleared funds, prior to any training being provided to the Pupil by 1 Stop Instruction. Any fees paid by credit card, other than using 1 Stop Instructions online booking service, shall incur an additional charge of 5%.  
Cancellation/Refunds: If the pupil shall cancel or reschedule any training session with more than 14 days notification to 1 Stop Instruction then an administration fee of £50.00, per training session, shall be retained by 1 Stop Instruction. If the Pupil shall cancel or reschedule any training session with less than 14 days notification to 1 Stop Instruction then Pupil shall forfeit any deposit, per training session, paid to 1 Stop Instruction.

### Licence Requirements

a- The Pupil must bring to each training session either an old style driving license with current valid passport, or a new type photo card style license and counterpart. If the photo card has an expired date, it must also be accompanied by a current valid passport for photographic proof. The Pupil shall not be accepted for training if he shall be banned or disqualified at the date of any training session booked. Whichever license is submitted to 1 Stop Instruction for inspection and approval, it must have a current FULL motorcycle entitlement and no type of 'restricted' entitlement shall be accepted. Only original documentation shall be acceptable and at no stage shall any photocopy, scan copy or other media be acceptable. A foreign license showing full unrestricted motorcycle entitlement may be accepted, at the sole discretion of 1 Stop, but this booking will strictly be subject to the other terms and conditions.

### Damage liability

a- The Pupil shall accept that he shall be liable for any damage to any bike, or other equipment belonging to 1 Stop Instruction, whilst in his care, charge and control. This liability shall be limited to a sum of £500.00 per training session. The Pupil may elect to remit to 1 Stop Instruction a 'damage waiver' premium of £25.00 per session which shall be non refundable but any liability by the Pupil's financial liabilities shall then be limited to this damage waiver premium.

### Minimum Height/Protective Clothing

a- The Pupil shall be a minimum height of five foot four inches (1.524 m), barefoot, at the date of training and 1 Stop Instruction shall reserve the right to validate such height. The Pupil shall also be clothed in approved full motorcycle protection clothing including, as a minimum, a protective jacket, protective trousers, boots and gloves, and a full face or flip front type safety helmet (Open face helmets are not allowed). No equipment shall be supplied by 1 Stop Instruction (unless agreed in writing at least 10 days before the pupil's course) and 1 Stop Instruction further reserve the right to determine whether the clothing worn by the Pupil shall be 'approved' and any decision made by 1 Stop Instruction shall be final. Furthermore, in the case of KNEEDOWN SCHOOL, the Pupil should ensure that his trousers are fitted with nylon 'knee sliders' and, at no stage, shall any 'knee sliders' being any other material, in full or part, than nylon be accepted for training. 1 Stop Instruction shall make available, at a cost provided on demand, 'knee sliders' on the day of training but it is the Pupils responsibility to affix these, or any other accepted 'knee sliders', to his trousers in a manner acceptable to 1 Stop Instruction.

### 1 Stop Instruction liability

a- Both 1 Stop Instruction and the Pupil agree that nothing in this Agreement shall exclude or in any way limit 1 Stop Instruction's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law but further agree that 1 Stop Instruction may and hereby a) excludes its liability to the Pupil for any loss of opportunity, employment contracts, business, salary or other remuneration and profits and for any special indirect or consequential loss or damage whether in contract, warranty, civil wrong (including negligence and breach of statutory duty), or howsoever otherwise, arising out of the performance or breach of this Agreement and b) limits its liability to the Pupil, in respect of all and any other claims to (i) a sum equal to the loss directly and naturally arising from 1 Stop Instruction breach of the express terms of this Agreement and (ii) not exceeding the amount of the sums paid and received by 1 Stop Instruction from the Pupil under the terms of this Agreement; and in any event strictly provided that and in respect of (iii) such claims as are notified to 1 Stop Instruction, in writing, within 28 days of the Pupil first becoming, or when he ought reasonably to have become, aware of them.

### Pupil Negligence

a- The Pupil further agrees to defend, indemnify, and hold 1 Stop Instruction harmless against any claims, damages costs, expenses & losses arising out of any claim made against them by any persons where such costs & losses are attributable directly or indirectly to the Pupil's negligence or participation or other involvement in the training or his breach of any of the terms of this Agreement.

**Withdrawal of Service**

a- 1 Stop Instruction reserve the right to withdraw its services, without refund or any other right to claim for compensation, loss or damage or otherwise whatsoever, and will be under no further obligation to provide the training or other any service or facility if the pupil is judged by 1 Stop Instruction as acting irresponsibly, unreasonably by or in a manner likely to endanger or cause loss or damage to the Pupil, 1 Stop Instruction or others.

**Pupils Obligations**

a- If the Pupil fails in his obligations in any of these terms and conditions, 1 Stop Instruction may elect to cease the provision of training to the Pupil immediately and any monies paid to 1 Stop Instruction shall be retained by 1 Stop Instruction. Any failure by 1 Stop Instruction in meetings it's obligations under these terms and conditions shall result in any financial compensation paid to the Pupil being limited to such amount paid to 1 Stop Instruction by the Pupil for training.

**Damages relating to vehicles & personal possessions**

a- 1 Stop Instruction does not accept liability for loss of or damage to personal items, clothing, motorcycles, vehicles or any other item belonging to the Pupil.

**Motorcycle provision**

The Pupil agrees and accepts that: the motorcycle provided by 1 Stop Instruction is provided to him for the sole purpose of non-competitive use during the training and that if the motorcycle is rendered or appears to 1 Stop Instruction to be unusable or unsafe due to damage whilst in his custody or possession or otherwise as a consequence of his negligence, misuse or neglect the Pupil will t(a) forfeit all and any entitlement to participation in any remaining period of the training and any right to a refund.

(b) that a replacement motorcycle will not be provided, and that (c) accident repairs cannot be undertaken on location.

(c-) the Pupil agrees and accepts that: in the event of a motorcycle breakdown caused through no fault of his own, his sole and exclusive remedy against 1 Stop Instruction shall be limited to (and at the sole option or discretion of 1 Stop Instruction) either a refund, determined by reference to the period remaining at the time of the breakdown calculated on a pro-rata basis, or repair or the use of a replacement motorcycle, but that any costs for travel, accommodation and subsistence etc. will not be refunded or otherwise payable to him under any circumstances.

**Accommodation** a- 1 Stop Instruction are happy to provide details of local accommodation services, at pupils request. However, 1 Stop Instruction does not directly provide these services, and consequently 1 Stop Instruction is unable to accept and hereby disclaims all and any responsibility for the provision of the same. If a training session is cancelled or rescheduled by 1 Stop Instruction, then the Pupil shall keep 1 Stop Instruction indemnified against any costs associated with such accommodation, or other such costs in respect of travel arrangements or specialized equipment purchase suffered by the Pupil for such training session. It is the pupil's responsibility to plan his route, and arrange transportation if required, to and from the training venue notified to them by 1 Stop Instruction. The Pupil agrees not to hold 1 Stop Instruction liable for any transportation costs associated with such actions by the Pupil.

**Weather** a- Due to the possibility of adverse weather, 1 Stop Instruction will check the forecast the day before the course and, if needed, contact the Pupil to rearrange the course for another day. It is the Pupil's responsibility to provide current and valid contact information, and 1 Stop Instruction cannot be held liable for any loss or damage suffered by the Pupil in the event of either the course being rearranged or 1 Stop Instruction being unable to contact the Pupil. b - In the event of adverse weather occurring during any training session, 1 Stop Instruction reserve the right to cease training immediately and, if possible, continue the session when and if such adverse weather ceases. The Pupil agrees not to hold 1 Stop Instruction liable for any withdrawal of training session time, and the consequences of such withdrawal, in such event.

**Details Subject To Change** a- If circumstances beyond the control of 1 Stop Instruction force 1 Stop Instruction to do so, 1 Stop Instruction reserves the right to, without prior notice, cancel, postpone, reschedule, or make any changes deemed necessary to facilitate the training and/or any other service obtained by 1 Stop Instruction at the request of the Pupil or customer. The Pupil shall keep indemnified 1 Stop Instruction against any losses incurred by the Pupil in such event (s).

**Training & Travel Insurance** a- If you are taking part in a training event, suitable medical/repatriation insurance is recommended. Note that a European Health Insurance Card (which has now replaced the old E111), and most standard travel insurance policies do not cover dangerous pastimes such as trackdays, wheelie or kneedown sessions. 1 Stop Instruction do not recommend or warrant any insurance service for the Pupil and, as such, 1 Stop Instruction shall not be liable for any arrangement made, or lack of such arrangement made, by the Pupil.

**NO PUPIL SHALL BE ALLOWED TO TRAIN UNLESS THEY HAVE READ, UNDERSTOOD & AGREED TO THESE TERMS & CONDITIONS AND BY SIGNING BELOW**

**EACH PUPIL IS AGREEING TO BE BOUND BY THE SAME.**

**THE PUPILS BELOW HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THE ABOVE TERMS & CONDITIONS: DATE:.....**

**NAME..... SIGNATURE .....NAME .....SIGNATURE.....**

**NAME..... SIGNATURE .....NAME .....SIGNATURE.....**

**NAME..... SIGNATURE .....NAME .....SIGNATURE.....**

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