

# **1 Stop Terms & Conditions**

These are the terms and conditions by, and subject to which, the following companies, their servants or agents or other representatives (hereinafter collectively or individually referred to as 1 Stop) shall offer it's training services to any individual, or individuals, seeking such training (hereinafter referred to as the Trainee).

**COMPANIES:** 1 Stop Roadcraft Ltd, 1 Stop (East London) Ltd, 1 Stop (North London) Ltd, 1 Stop (South London) Ltd, all of which have their registered office situate at 18 Regent Gardens, Ilford, Essex, IG3 8UL. (1Stop)

Prior to participating in the training and/or making use of any other requested service, the Trainee, by attending such training, is entering into a legally binding agreement which is strictly subject to the terms & conditions set out herein. In this agreement, for the purposes of convenience, the masculine gender is used to refer also to the feminine and force majeure shall apply. 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. Any minor that attends training should have these terms & conditions explained to him by a responsible adult. Any individual who books and/or pays for any service, on behalf of other individual(s), to be provided by 1 Stop, agrees to act as an agent of that individual and be bound by these terms and conditions irrevocably. Any individual(s) not wanting to be bound by these terms & conditions should not proceed with any such training and not remit any fees to 1 Stop. Once any such fees are remitted, it is assumed that the Trainee has read, understood, and agreed to be bound by these terms & conditions. Any complaint regarding any service provided by 1 Stop to the Trainee shall only be responded to by 1 Stop if made in writing, or by email, and accepted and acknowledged by 1 Stop within seven days of such action that instigated the initial complaint. **IMPORTANT: Please read carefully.**

## **1- GENERAL - Applies to ALL training courses.**

- a- Attendance. An email booking confirmation will be emailed to the Trainee using an email address supplied by the Trainee to 1 Stop. The Trainee shall be responsible for providing a current email address and mobile contact details for communication purposes. 1 Stop shall not be liable for any loss suffered by the Trainee if 1 Stop are unable to communicate with the Trainee using such email and/or mobile contact details. If the Trainee fails to meet any of the requirements stated in this confirmation, or any requirements of the Driver and Vehicle Standards Agency (DVSA), then no such training shall be provided and the Trainee shall forfeit any fees paid to 1 Stop, and be liable to pay any outstanding balance. Once the Trainee starts any training course with 1 Stop, and has paid any outstanding fees to 1 Stop, or if the Trainee elects to cease training for any reason, then these monies shall be retained by 1 Stop in any event.
- b- Deposit. The emailed booking confirmation shall, where required, refer to a course deposit and state any balance that may be required to be paid by the Trainee to 1 Stop. If the Trainee has paid a course deposit using a debit/credit card, then such deposit payment shall act as the Trainee's permission for 1 Stop to use the card details, provided to 1 Stop by the Trainee, to deduct any course balance fee, and any other fees due to 1 Stop, without further notification to the Trainee. If the Trainee fails to remit any such balance to 1 Stop then no such training shall be provided and the Trainee shall forfeit any fees paid to 1 Stop. In any event, the Trainee shall be liable to pay any such outstanding balance to 1 Stop within 14 days of 1 Stop demanding the same.
- c- Completion of training. All training, including initial tests and any relevant test resits, must be completed by a date no later than 4 months from the first days training date, unless otherwise agreed by 1 Stop in writing. If the Trainee fails to complete their training within such timeframe, then he shall be required to start such training again, and remit new fees to 1 Stop, as if were a new Trainee starting a new training course with 1 Stop.
- d- Clothing. 1 Stop will only provide a suitable Hi-Viz vest to the Trainee, as well as, in the case of any motorcycle training, a suitable safety helmet and a pair of gloves. At all times the Trainee should be dressed 'appropriately' for any training course he attends. 1 Stop reserve the right to reject the Trainee for training if he fails to dress 'appropriately', and the Trainee may refer to 1 Stop or the DVSA for guidance before any such training commences. Any fees paid by the Trainee to 1 Stop shall be retained by 1 Stop in these circumstances.
- e- Test cancellation by the DVSA. If the Driver and Vehicle Standards Agency (DVSA) cancel the Trainee's test for any reasons beyond the control of the training company, e.g. adverse weather, industrial action, examiner illness/equipment failure etc, then the Trainee will have to make a claim against the DVSA for any fees paid by the Trainee to 1 Stop for such training and test. 1 Stop shall be entitled to retain any fees paid for such training and test. 1 Stop will, if required by the Trainee, rebook a further test resit, at the normal fee rate applicable at the time of rebooking such training and test.
- f- Test cancellation by 1 Stop. If 1 Stop cancel any test for any reason beyond the control of 1 Stop, then their liability to the Trainee will be limited to the amount of any fees paid by the Trainee to 1 Stop for such test, or the cost of any similar test fees that may be charged by 1 Stop to another Trainee for a similar test.  
Adverse weather on test days. If, in the opinion of 1 Stop, adverse weather is likely to affect the Trainee attending a test, or affect the DVSA's decision to provide such test, then 1 Stop shall provide two options to the Trainee. Option one would be for such Trainee, and any other Trainee on the same course and date, to remit to 1 Stop DVSA any and all charged test fee(s) applicable to such cancelled test(s), and then 1 Stop shall replace such test and applicable training at a date suitable to the Trainee(s), and if more than one Trainee on the course affected, subject to the two Trainees agreeing the same day. Option two, the default action for 1 Stop in such circumstances, would be for the Trainee to continue with the scheduled test, as originally advised by 1 Stop, but accepting the risk that the DVSA may cancel such test due to adverse weather on the test day. In such event, then the terms of paragraph 1e above shall apply. If a Trainee wishes to proceed at a time or date different to the other Trainee on the affected course, then 1 Stop shall reserve the right to charge the Trainee an additional fee for such individual training as they see fit at such time.
- g- Training cancellation by 1 Stop. 1 Stop reserve the right to cancel any training course immediately, in the interests of health and safety, if, at any time, the Trainee acts in any manner, or carries out any action(s), deemed as rude, offensive or dangerous to 1 Stop and/or any other individual, including the Trainee. Any fees paid by the Trainee to 1 Stop shall be retained by 1 Stop in such circumstances. If 1 Stop cancel any training session for any other reason beyond the control of 1 Stop, then their liability to the Trainee will be limited to the replacement of any such training hours to the Trainee. If the Trainee cannot attend such replacement hours then the course will proceed with any such hours remaining and the Trainee will have no right to be compensated for any such lost hours.
- h- Negligence. 1 Stop accepts no liability for any claim, loss, damage or expense arising out of the acts or omissions of it's staff or agents, unless those acts or omissions are caused by the negligence or willful default of 1 Stop or its agents.
- i- Any claim made by the Trainee against 1 Stop or its agents shall at all times be limited to only the gross cost of training provided, excluding an amount for any test fee paid by 1 Stop to the Driver and Vehicle Standards Agency (DVSA) if applicable.
- j- Trainee pictures and video feedback. By attending any training course, the Trainee agrees to 1 Stop using any pictures or video feedback of the Trainee for marketing purposes and consents to 1 Stop emailing the Trainee with any information that may be, in the opinion of 1 Stop, of interest to the Trainee. If the Trainee does not consent to this he should email his written objection to [info@1stopinstruction.com](mailto:info@1stopinstruction.com).
- k- Liability disclaimer. All training is subject to the Trainee having read, understood and agreed to, as well as these terms and conditions, the conditions of a liability disclaimer which the Trainee must sign, wherever possible, at the beginning of each training course. Whether signed or not, by attending any training course the Trainee is deemed to have read, understood and agreed to these terms and conditions and such disclaimer.
- l- Trainee payments. All payments made by the Trainee for training must be in cleared funds before the first day of training. Failure by the Trainee to remit such fees will lead to the course being terminated immediately and the Trainee being liable for any outstanding course fees, in full, to 1 Stop. Any credit card payments made are subject to a minimum additional charge of 5%, unless booked using the Online booking system accessed through the website of 1 Stop. Any returned cheques are subject to an administration fee of £30.00 per returned occasion.
- m- Training/test, Extended test, surcharges. Any training and/or tests carried out for the benefit of the Trainee at weekends, or 'out of hours', or for an extended test, as defined by the DVSA, by 1 Stop may be subject to a surcharge which will be notified to the Trainee by 1 Stop before such training and/or test is booked on behalf of the Trainee.

- n- Sub-contracting of services. On occasions, 1 Stop shall use other carefully vetted training companies to provide training services to Trainees of 1 Stop for certain training courses as 1 Stop deems necessary on a 'sub contract' basis. The Trainee shall accept such training companies for the provision of such course in replacement of 1 Stop.
- o- Gift Certificates. Gift certificates/vouchers shall have a cash value of no more than £0.01p. Such certificates/vouchers must be used within 12 months of issue and any booking made by using such certificate/voucher shall be subject to all of these terms and conditions.
- p- Legal entitlement. At all times the Trainee must be legally entitled to undertake any training service being offered by 1 Stop and the Trainee shall, upon request by 1 Stop, provide proof of such entitlement. The Trainee shall bring, to all training courses, both parts of his driving license, provisional or full, and any other paperwork requested by 1 Stop. Failure to do so may result in 1 Stop cancelling any further training for the Trainee and retaining any monies paid by the Trainee to 1 Stop. In any event, the Trainee shall be liable to pay any such outstanding balance to 1 Stop within 14 days of 1 Stop demanding the same.
- q- Trainee's personal effects. 1 Stop cannot be held liable for any personal effects of the Trainee left in any of 1 Stop's premises, at any time.

## 2- MOTORBIKE & SCOOTER TRAINING.

- a- General disclaimer. RIDING A SCOOTER/ MOTORBIKE CAN BE VERY DANGEROUS! By attending training with 1 Stop, each Trainee agrees understands and accepts that in order for the Trainee to attain a Compulsory Basic training Certificate (CBT), and/or prepare for the practical motorcycle test, 1 Stop are willing to provide training to the Trainee, including any required maneuvers at a suitable training site approved by 1 Stop, as well as on any public roads, in any prevailing weather conditions deemed acceptable by 1 Stop. In the case of CBT training, the Trainee should be satisfied with the training they have received so far and feel sufficiently competent to proceed with the fifth element involving a minimum of 2 hours riding on the public highway. In all other cases the Trainee should be satisfied with any training provided, or their own riding experience, to proceed with further training including riding on a public highway and/or preparing for any requirements of the full motorcycle test. In the case of CBT training, the Trainee should feel sufficiently competent to conduct the fifth element in the prevailing weather conditions at that time. The Trainee should also feel competent to conduct further training, including the practicing of any maneuvers required by the full motorcycle test, in the prevailing weather. By booking a course with 1 Stop, the Trainee confirms his wish to carry out any scooter or motorcycle training, either for CBT training or for that of the practical motorcycle test at his/her own risk, and accepts that such training involves a degree of risk of physical injury to themselves. As such, the Trainee agrees not to hold 1 Stop or any 1 Stop instructors liable for any injury sustained to him/her whilst carrying out any such training. The Trainee has also received, read and accepted the terms and conditions of any training provided to the Trainee by 1 Stop, including this liability disclaimer, and especially any reference to any damage deposit or damage waiver premium he has remitted to 1 Stop, prior to the Trainee attending any training with 1 Stop.
- b- CBT-minimum attendance numbers. 1 Stop shall not run any CBT course on any date where less than two Trainees have paid and booked for training on such date. In such event, 1 Stop shall contact any remaining Trainee and rearrange the CBT date accordingly.
- c- Translators/third parties- In the interests of health & safety, and with respect to other Trainees attending training, 1 Stop will NOT permit any translator or other third party to attend any training session that the Trainee shall book, unless otherwise agreed with 1 Stop in writing.
- d- Trainee ceases training. The Trainee has been made aware that he may elect to cease training at any time by notifying the training instructor. In such event, 1 Stop reserve the right to retain any fees paid to 1 Stop by the Trainee for any training booked. The Trainee shall also be liable to remit any outstanding fees for such training to 1 Stop within 14 days of 1 Stop demanding the same.
- e- Damage deposit for Compulsory Basic Training (CBT). No deposit is required, but the Trainee agrees to be responsible for any loss or damage caused to any equipment, including any bike or scooter, provided by 1 Stop, whilst in the Trainee's care and control. To minimise any such cost, 1 Stop reserve the right to cancel the Trainee's training at any time in accordance with paragraph 1g of these Terms and Conditions. The Trainee must pay all payments in respect of damaged equipment to 1 Stop within 14 days of the date of such damage occurring.
- f- Damage deposit for other motorbike/scooter courses. The Trainee agrees to deposit an amount of £250.00 with 1 Stop (damage deposit). This deposit is refundable in full if the Trainee does not damage or drop the bike, on any single occasion, or collide with any object or individual, or damage any equipment lent to the Trainee by 1 Stop. No partial refunds of this deposit are payable by 1 Stop whatsoever. This damage deposit only applies to those dates agreed and stated in the confirmation, or otherwise agreed between the parties, sent to the Trainee by 1 Stop. Alternatively, the Trainee may pay to 1 Stop a non-refundable insurance excess premium of £10.00 for each day of training, which is also applicable for any test re-sit days.
- g- Damage deposit for hire bikes. If the Trainee hires a bike from 1 Stop he accepts that any insurance provided by 1 Stop to the Trainee shall be on a third party basis only. A damage deposit of £500.00 is payable by the Trainee to 1 Stop. Any damage or loss sustained to such hire bike, with a cost in excess of such damage deposit, whilst in the charge and control of the Trainee, must be paid for in full by the Trainee within 14 days of such request being made to the Trainee by 1 Stop. Any damage or loss sustained to such hire bike, with a cost below the amount of such damage deposit, whilst in the charge and control of the Trainee, will result in the damage deposit being retained in full by 1 Stop..
- h- If the Trainee is using his own bike for training, they should ensure that it is the right specification for the course being attended, including the display of two legal sized 'L' plates, and in a roadworthy condition as determined by 1 Stop and shall meet all current UK legislation requirements in force at that time. The Trainee shall bring and retain a current MOT certificate, if applicable, insurance certificate, current valid original CBT certificate and road tax for the bike being used. The Trainee's non compliance will result in the cancellation of training and the Trainee forfeiting any monies paid to 1 Stop.
- i- In respect of any full motorcycle test course, the Trainee shall comply with the DVSA's requirements in respect of the wearing of **'suitable protective clothing'** introduced on the 1<sup>st</sup> July 2011. Further information can be found on the DVSA website or via this link: <https://www.gov.uk/government/news/DVSA-reminds-motorcycle-test-candidates-to-wear-suitable-clothing> 1 Stop cannot be liable for any test which is cancelled due to the non wearing of such suitable clothing by the Trainee and any test which is cancelled under these circumstances shall be treated as if the Trainee had failed the test by 1 Stop, and the Trainee will have to resit the test as stated in Paragraph 6 of these terms and conditions.
- j- CBT resits. If the Trainee is not successful in attaining his CBT on the booked date, or fails to meet any of the requirements as stated in the booking confirmation sent to him by 1 Stop, he will have the option of rebooking the CBT at a full fee rate only. No discounts on any such resits are offered by 1 Stop in any circumstances.
- k- CBT Certificates. Whereas 1 Stop Instruction shall endeavor, at all times, to complete the CBT certificate in a proper manner, the Trainee should check the certificate upon issue to ensure all the information on the certificate is correct. The Trainee should advise 1 Stop of any necessary required amendments immediately since 1 Stop can not be held liable, financial or otherwise, for any incorrectly filled certificates after the Trainee has left the CBT site, except that 1 Stop will of course issue a new CBT certificate with the correct information, or amend the faulty CBT certificate accordingly and endorse the same as amended, in accordance with the DVSA guidelines
- l- Other course resits. The fee charged for any other course resit will be notified to the Trainee by 1 Stop prior to any such resit being booked on behalf of the Trainee.
- m- Practical Module 2 tests. The Trainee accepts that if he has booked and paid for the Module 2 test to take place within three days of his Module 1 test, and he subsequently fails his Module 1 test he will:
  - Not be eligible to attend the Module 2 test.
  - Not be eligible for any further training prior to the scheduled Module 2 test.
  - Will not receive any refund of any fees in respect of the scheduled Module 2 training or test.
- n- Trainee elects to stop training. If the Trainee elects to cease training, for any reason, after training has commenced, 1 Stop shall retain any fees received from the Trainee for such training. If the Trainee elects to stop training after he has attended a Module 1 test then 1 Stop may, at their discretion, refund the Trainee an amount not greater than the DVSA fee for the Trainees Module two test. However, if there are any fees

- o- outstanding to 1 Stop from the Trainee, at such time as the Trainee elects to cease training, then no such refund shall be made by 1 Stop and the Trainee must remit such outstanding fees to 1 Stop within 14 days of such request by 1 Stop to the Trainee.
- p- Cancellation/Reschedule by Pupil – CBT. Any cancellations or alterations to a booking must be made at least 5 clear days before the date of the course, at the latest, and will be subject to an administration fee of £30-00 for each place booked. The alteration of a course can only be applied once and is at the sole discretion of 1 Stop. Any alterations or cancellations made within 5 clear days of the date of the course will result in any fees paid for the course being retained by 1 Stop, and the Trainee being liable for any outstanding balance due.
- q- Cancellation/Reschedule by Pupil – Other motorcycle courses. Any cancellations or alterations to a booking must be made at least 14 clear days before the date of the course, at the latest, and will be subject to an administration fee of £50-00 for each place booked. The alteration of a course can only be applied once and is at the sole discretion of 1 Stop. Any alterations or cancellations made within 14 clear days of the date of the course will result in any deposit paid for the course being retained by 1 Stop. In the event of any cancellation or alteration being made within 5 clear days of the date of the course, will also result in the Trainee being liable to pay any outstanding balance in relation to the chosen course.
- r- Module 1 training. The Trainee accepts that although 1 Stop have replicated the Module 1 training circuit from the Driver and Vehicle Standards Agency (DVSA) as much as possible, some of these measurements may differ from those used at the DVSA's Multi Purpose Test Centre (MPTC). 1 Stop shall not be liable for any loss or damage to any of the Trainees personal effects at any time.

### 3- KNEEDOWN & WHEELIE SCHOOL

- a- General disclaimer. The Trainee 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 to insure against risk of injury or other damage. The Trainee 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: 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: solely responsible for the manner in which he rides: under a legal obligation at all material times to ride with reasonable care and skill in relation to himself and others: responsible for ensuring that he wears appropriate protective clothing that is reasonably fit for its intended purpose: 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 or other participants in the training or any third party: solely responsible for injury, damage or loss that he causes to others: agreeing that the length and format of any training session shall be determined by 1 Stop and be acceptable by the Trainee: If the Trainee 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: agreeing to defend, indemnify and hold 1 Stop 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 Trainees negligence or participation or other involvement in the training or his breach of any terms of these terms and conditions.
- b- Trainee warranty. By way of further assurance to 1 Stop, the Trainee hereby and variously warrants and declares that (i) he is fit & healthy, free from the influences of alcohol and/or drugs, and that he knows of no reason, medical or otherwise, why he may not or which might otherwise influence the decision of 1 Stop to allow him to participate in the training (ii) his eyesight (with spectacles or lenses which he will wear as necessary) is adequate for the purposes of the training (iii) 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 training and that (iv) 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 Trainee 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.
- c- 1 Stop Limitations. The Trainee understands accepts and agrees that (i) 1 Stop is a training organisation 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 (ii) whilst 1 Stop may, it is not obliged to, give guidance on the standards of riding required and (iii) it is not in a position to and will not otherwise enforce or be responsible for and hereby disclaims all and any liability for Trainee discipline or Trainee safety. The Trainee also accepts that whilst 1 Stop will use it's best endeavors to assist the Trainee in achieving a successful kneedown or wheelie, this cannot be guaranteed and is very much dependent upon individual Trainee skills. As such, no claim against 1 Stop shall be made by the Trainee if he shall not achieve a successful kneedown and/or wheelie.
- d- Minimum attendance numbers. 1 Stop shall not run any Kneedown, Wheelie or Back-to-Back training course on any date where less than four Trainees for kneedown and/or wheelie, or where less than two Trainees for a back-to-back course have paid and booked for training on such date. In such event, 1 Stop shall contact any remaining Trainee and rearrange the respective course date accordingly.
- e- Late/Non attendance. 1 Stop shall notify the Trainee of the commencement time and training venue of such training session that the parties have agreed to by email. The Trainee should be at the training venue at the advised time and accepts that if he should arrive late, the training booked by the Trainee will not be provided and monies paid to 1 Stop by the Trainee shall be retained by 1 Stop. In any event, if the Trainee arrives after any safety briefing has begun he shall accept that 1 Stop shall not provide training to the Trainee and any monies paid to 1 Stop shall be retained by 1 Stop and the Trainee shall be liable to remit any balance remaining to 1 Stop.
- f- Trainee cancellation/reschedule. Any cancellations or alterations to a booking must be made at least 14 clear days before the date of the course, at the latest, and will be subject to an administration fee of £50-00 for each place booked. The alteration of a course can only be applied once and is at the sole discretion of 1 Stop. Any alterations or cancellations made within 14 clear days of the date of the course will result in any deposit paid for the course being retained by 1 Stop. In the event of any cancellation or alteration being made within 5 clear days of the date of the course, will also result in the Trainee being liable to pay any outstanding balance in relation to the chosen course.
- g- 1 Stop cancellation/reschedule. In the event of 1 Stop cancelling such training course, the Trainees claim against 1 Stop shall at all times be limited to amount of any fee(s) paid by the Trainee to 1 Stop.
- h- License requirements. The Trainee 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 Trainee 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 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. If the Trainee fails to bring any such license, or is not accepted for training due to and ban or disqualification on his license, in force at the date of the training course booked, then 1 Stop shall not accept the Trainee for training. In such event, the Trainee shall forfeit any fees paid to 1 Stop for such training and be liable to pay 1 Stop any balance fee due within 14 days of such request by 1 Stop.
- i- Damage Liability. The Trainee shall accept that he shall be liable for any damage to any bike, or other equipment belonging to 1 Stop, whilst in his care, charge and control. This liability shall be limited to a sum of £500.00 per training session. The Trainee may elect to remit to 1 Stop a 'damage waiver' premium of £25.00 per session which shall be non refundable but any liability by the Trainee's financial liabilities shall then be limited to this damage waiver premium. In respect of any Back 2 Back course booked by the Trainee, a separate liability, and/or damage waiver premium, shall apply to each individual course.

- j- Minimum height/Protective clothing. The Trainee shall be a minimum height of five foot four inches (1.524 m), barefoot, at the date of training and 1 Stop reserve the right to validate such height. The Trainee 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 (unless agreed in writing at least 10 days before the Trainee's course) and 1 Stop further reserve the right to determine whether the clothing worn by the Trainee shall be 'approved' and any decision made by 1 Stop shall be final. Furthermore, in the case of KNEEDOWN SCHOOL, the Trainee 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 shall make available, at a cost provided on demand, 'knee sliders' on the day of training but it is the Trainee's responsibility to affix these, or any other accepted 'knee sliders', to his trousers in a manner acceptable to 1 Stop. If the Trainee is not dressed in any 'approved' clothing then 1 Stop shall not accept the Trainee for training. In such event, the Trainee shall forfeit any fees paid to 1 Stop for such training and be liable to pay 1 Stop any balance fee due within 14 days of such request by 1 Stop.
- k- 1 Stop liability. Both 1 Stop and the Trainee agree that nothing in this Agreement shall exclude or in any way limit 1 Stop'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 may and hereby excludes its liability to the Trainee 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 further limits its liability to the Trainee, in respect of all and any other claims to (i) a sum equal to the loss directly and naturally arising from 1 Stop breach of the express terms of this Agreement and (ii) not exceeding the amount of the sums paid and received by 1 Stop from the Trainee 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, in writing, within 28 days of the Trainee first becoming, or when he ought reasonably to have become, aware of them.
- l- Trainee negligence. The Trainee further agrees to defend, indemnify, and hold 1 Stop 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 Trainee's negligence or participation or other involvement in the training or his breach of any of the terms of this Agreement.
- m- Withdrawal of service. 1 Stop 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 Trainee is judged by 1 Stop as acting irresponsibly, unreasonably by or in a manner likely to endanger or cause loss or damage to the Trainee, 1 Stop or others.
- n- Damage relating to vehicle and personal possessions. 1 Stop does not accept liability for loss of or damage to personal items, clothing, motorcycles, vehicles or any other item belonging to the Trainee.
- o- Motorcycle (bike) hire. The Trainee agrees and accepts that: the motorcycle provided is provided to him for the sole purpose of non-competitive use during the training; that if the motorcycle is rendered or appears to 1 Stop 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 Trainee will (i) forfeit all and any entitlement to participation in any remaining period of the training and any right to a refund, (ii) accept that a replacement motorcycle will not be provided, and that (iii) accident repairs cannot be undertaken on location, and (iv) he may be liable for any associated costs if any claims are made against 1 Stop by other Trainees in respect of any training not proceeding for their own benefit.
- p- Adverse weather. Due to the possibility of adverse weather, 1 Stop will check the forecast 36 hours before the course and, if needed, contact the Trainee to rearrange the course for another day. It is the Trainee's responsibility to provide current and valid contact information, and 1 Stop cannot be held liable for any loss or damage howsoever suffered or sustained by the Trainee in the event of either the course being rearranged or 1 Stop being unable to contact the Trainee. In the event of adverse weather occurring during any training session, 1 Stop reserve the right to cease training immediately and, if possible, continue the session when and if such adverse weather ceases. The Trainee agrees not to hold 1 Stop liable for any withdrawal of training session time, and the consequences of such withdrawal, in such event.
- q- Details subject to change. If circumstances beyond the control of 1 Stop force 1 Stop to do so, 1 Stop 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 at the request of the Trainee or customer. The Trainee shall keep indemnified 1 Stop against any losses incurred by the Trainee in such event (s). 1 Stop reserve the right to cancel any kneedown or wheelie training course which has less than four confirmed attendees. Any attending Trainee shall keep indemnified 1 Stop against any losses incurred by the Trainee in such event (s).
- r- Training & travel insurance. If you are taking part in a training event, suitable medical/repatriation insurance is recommended. Note that some insurance policies will not cover certain pastimes such as trackdays, wheelie or kneedown sessions. 1 Stop do not recommend or warrant any insurance service for the Trainee and, as such, 1 Stop shall not be liable for any arrangement made, or lack of such arrangement made, by the Trainee.

#### 4- Driving Instruction - Cars.

- a- General. All instructors work under a franchise contract with 1Stop Instruction. They are responsible to 1Stop Instruction for your tuition, conduct and the condition of their car. 1 Stop act as agents for it's franchised instructors and is not responsible for money paid to such instructor or booking dates and times. Every endeavor will be made to make available the same instructor and car for driving lessons and driving test, but the 1 Stop retains the right to change either if the situation so warrants. In certain circumstances 1 Stop and or the instructor has the right to terminate lessons or test should they feel it necessary.
- b- Progress Card. This card shall act as the Trainee's receipt for all payments made by the Trainee and should be bought to each lesson.
- c- Conflict of information. In the event of conflicting information regarding any terms and conditions shown on the progress card and this document it is accepted by the Trainee that the terms and conditions referred to in this document shall take precedent.
- d- Cancellation of lessons by Trainee. The Trainee must notify 1 Stop or the Instructor providing training to the Trainee, at least 48 hours before any pre booked lesson appointment. Failure to do so shall render the Trainee liable for any fees in respect of such lesson(s). All changes to courses once booked may incur an administration fee of £20.00 and will only be accepted at the discretion of 1Stop.
- e- Test Booking. Tests, although paid for by candidate, are not guaranteed at the end of hours booked, if the standard of driving, REQUIRED BY THE INSTRUCTOR, for the practical test has not been reached. Extra hours will need to be booked and paid for before candidate is taken for test, which will be always at the instructors discretion.
- f- Pass Plus. Pass plus courses are to be taken in weekdays between the hours of 9am and 5pm unless special arrangements were made at time of booking. In exceptional circumstances lessons may be able to be arranged for evenings/weekends and these may be subject to additional charge, which will be confirmed by 1Stop Instruction to the Trainee.
- g- All post test courses not paid for in full by the due date will be considered as cancelled by applicant and any deposit paid by the Trainee to 1 Stop or an Instructor of 1 Stop will be forfeited.
- h- Mechanical failure. In the event of mechanical failure, 1stop Instruction liability will be limited to offering replacement lessons for any lessons affected. In the event of the DVSA canceling a test, for any reason whatsoever, the Trainee is responsible for claiming any compensation payment, which may be due, from the DVSA. 1 Stop Instruction shall remain entitled to retain any monies paid for tuition in respect of any such cancelled test appointment. 1 Stop cannot be compelled to provide any training for any rescheduled test appointment made by the DVSA or the Trainee and, in the event of 1 Stop agreeing to provide such service, fees shall be payable by the Trainee as agreed with 1 Stop.

#### 5- Driving Instruction – LGV & PCV & Trailer training.

- a- General disclaimer. The Trainee accepts that driving any motorised vehicle and participating in the training, on whatever 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 to insure against risk of injury or other damage.
- b- Liability disclaimer. The trainee shall be bound by these terms and conditions and shall also be bound by the terms of the liability disclaimer that he shall be asked to sign before any training commences.
- c- Trainee warranty. By way of further assurance to 1 Stop, the Trainee hereby and variously warrants and declares that (i) 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 to allow him to participate in the training (ii) his eyesight (with spectacles or lenses which he will wear as necessary) is adequate for the purposes of the training (iii) he holds a current full road driving license appropriate for the size & type of vehicle he will use and for the circumstances and venue appointed for the course and that (iv) 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 Trainee further accepts that he makes representation as to his ability and qualification to drive the type of vehicle 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 vehicle.
- d- Insurance excess. The Trainee agrees to liable for the cost, in full, of any damage sustained to the training vehicle whilst being driven by the Trainee. The Trainee may elect to pay an insurance excess non refundable payment of £50.00, per course, to 1 Stop. If paid, this payment shall indemnify the Trainee against any damage to the training vehicle up to a sum of £1000.00 only. The Trainee may alternatively elect to pay an insurance excess non refundable payment of £100.00, per course, to 1 Stop. If paid, this payment shall indemnify the Trainee against any damage to the training vehicle up to an unlimited sum. The Trainee accepts that the insurance excess payment must be paid **prior** to any such training session commencing and no such payment shall be accepted by 1 Stop from the Trainee once training has commenced. In the event of the Trainee attending any test resit, an insurance excess non refundable payment of £10.00 shall apply on the same terms as above for each test resit.
- e- Trainee cancellation/Reschedule-Single course. Any cancellations or alterations to a booking must be made at least 14 clear days before the date of the course, at the latest, and will be subject to an administration fee of £70-00 for each place booked. The alteration of a course can only be applied once and is at the sole discretion of 1 Stop. Any alterations or cancellations made within 14 clear days of the date of the course will result in the Trainee forfeiting any monies paid to 1 Stop and the Trainee being liable for any outstanding and remaining course fees due.
- f- Trainee cancellation/Reschedule-Double LGV course. Any cancellations or alterations for either the Category C or Category C+E part of your course booking must be made at least 14 clear days before the date of your respective course, at the latest, and will be subject to an administration fee of £70-00 for each place booked. The alteration of a course can only be applied once and is at the sole discretion of 1 Stop. Any alterations or cancellations made within 14 clear days of the date of your respective course will result in you forfeiting any monies paid to 1 Stop and you being liable for any outstanding and remaining course fees due. If you elect, either before, during or after the Category C part of your course, to not proceed with the Category C+E part your Double LGV course for any reason, then you shall be treated as though you had booked and attended the 20 hour Category C part of your course on the basis of 1 Stop's hourly fee structure, applicable at that time, and will be charged a fee equal to such hourly rate for the Category C part of the course plus any DVSA test fee applicable.

### Bike and Equipment Hire Agreement (30052013)

(only available to passed CBT Trainees booked onto a full motorcycle test with 1 Stop and NOT TO fully qualified bike Trainees/riders)

Bike ..... Registration.....Colour.....Mileage out/return ...../.....

These terms and conditions apply to the hiring of the above bike from 1 Stop (Lessor) of 18 Regent Gardens, Ilford, Essex, IG3 8UL of the first part and

..... Of.....(Hirer) of the second part

Hire term From.....at.....am/pm to .....at.....am/pm

Amount paid by Hirer:

Damage deposit paid £500-00

*In the event of any hired equipment being damaged or lost, excluding the bike, a fee of £80.00 will be retained from the deposit paid by the hirer to 1 Stop*

Hire charge applied:

£60.00 for the first day, inclusive of fuel, and £50.00 per day thereafter or £310.00 for a seven day period.

Half days are charged at £40.00 per half day. £.....

Equipment available to hire:

Helmet £10-00 (for duration of hire) Helmet Hire £.....

Lock £10-00 (for duration of hire) This does not indemnify Hirer against any liabilities as stated in this agreement. £.....

Gross amount paid by Hirer £.....

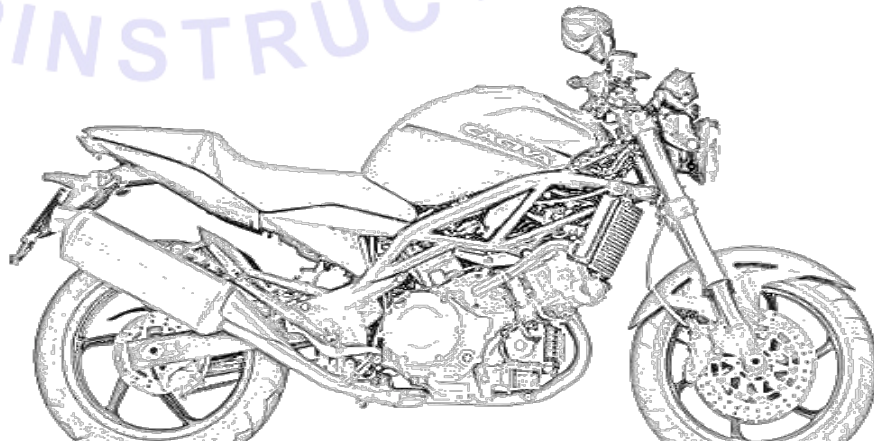
ANY DAMAGE TO THE HIRED BIKE, PUNCTURES, PARKING OR FIXED PENALTY FINES ETC SHALL BE THE SOLE RESPONSIBILITY OF THE HIRER WHILST ON HIRE TO THE HIRER. ANY LOSSES WILL BE DEDUCTED FROM THE DAMAGE DEPOSIT PAID AND AT THE END OF THE HIRE PERIOD, IF THE LOSS IS GREATER THAN THE DAMAGE DEPOSIT PAID, AN INVOICE SHALL BE REMITTED FOR SUCH AMOUNT TO THE HIRER BY THE LESSOR AND THE HIRER AGREES TO SETTLE THIS INVOICED AMOUNT WITHIN SEVEN DAYS OF THE END OF THE HIRE PERIOD.

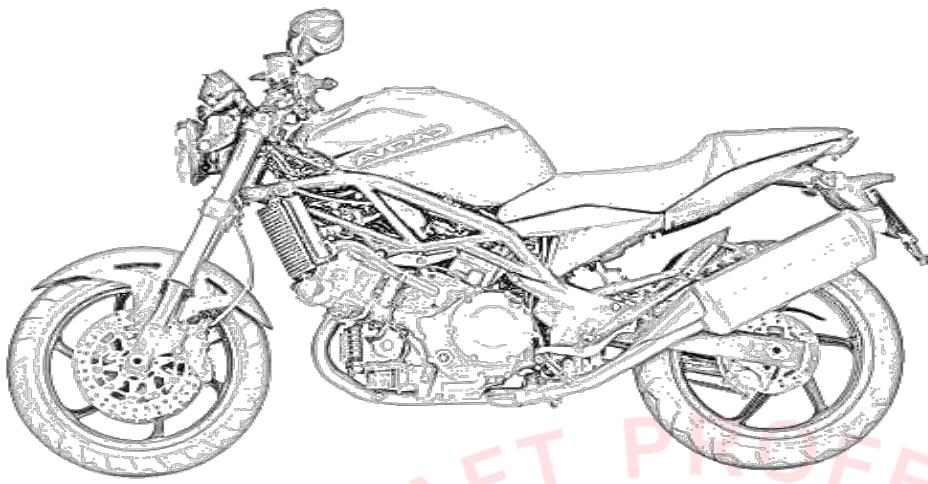
The Lessor agrees to let to the Hirer and the Hirer acknowledges that the motorcycle described above is fit for his/her purpose. The Hirer confirms that he/she has been given adequate time and opportunity to carefully read the terms and conditions herein and agrees to be bound by them in their entirety. All eligible hirers/riders must be in possession of either a full motorcycle driving license or a provisional

motorcycle driving license PLUS a current and valid C.B.T. pass Certificate.

#### General Conditions

1. The vehicle described above is always the property of the Lessor. The Hirer described above agrees to return the motorcycle together with all tyres, tools, accessories and other equipment in the same condition as received at commencement of this agreement to the place and on the date and time specified overleaf, or sooner if demanded by the Lessor.
2. During the rental period the Hirer shall keep the motorcycle together with its accessories, tools and equipment in his/her sole possession and free from any and all legal process or lien, and when not in use to adequately protect and secure it. The Hirer shall at all times remain liable for any damage caused to the motorcycle through any circumstances during the stated hire term above.
3. The motorcycle will not be used:
  - a) for the carriage of passengers, hire and reward, courier service or fast food delivery .
  - b) for any unlawful purpose or in contravention of any legal act, order, regulation affecting the motorcycle or its use or construction.
  - c) to propel or tow any other motorcycle or trailer.
  - d) for racing, pacemaking, reliability trials or speed testing.
  - e) by any person other than the Hirer who has signed the agreement.
  - f) in any manner which may render the Lessors insurance policy void.
  - g) by any other person than the Hirer as stated above.
  - h) outside England.
  - i) with any loading which may exceed the limits laid down by the manufacturer.
4. Neither the Hirer nor any servant as agent of the Hirer is or may hold himself out to be the Servant or Agent of the Lessor for any purpose whatsoever.
5. The Hirer is not authorised to effect any repairs to the Vehicle nor to incur any cost on the Lessors behalf without the Lessors written consent.
6. The Lessor is not and cannot be held liable for loss or damage to any property stored, transported in or on the motorcycle after it has been returned to the Lessors possession.
7. The Hirer expressly acknowledges personal liability to pay Lessor on demand:
  - a) the hire charge due under this agreement as stated above.
  - b) Any amount in respect of financial loss suffered by the Lessor from any actions of the Hirer in respect of this agreement.
  - c) Lessors costs, including reasonable legal fees, incurred in collecting payments due from the Hirer.
  - d) compensation for Lessors loss of use of the motorcycle whilst being recovered at the termination of this agreement whilst being repaired consequent upon any collision other damage suffered before the motorcycle was returned to the Lessors place of business.
8. The Hirer shall be liable in respect of any fixed penalty, or other offence committed in respect of that motorcycle under any legislation in effect during the hire agreement.
9. The Hirer agrees to the Lessor providing his/her details to any third party in respect of any fixed penalty or other offence allegedly committed by the Hirer during the hire agreement and furthermore agrees to indemnify the Lessor against any charges suffered by the Lessor in this regard.
10. Insurance provided by the Lessor. Unless the Hirer elects to provide insurance, the motorcycle is, at all times, covered by the Lessors Insurance policy, the terms of which are available for inspection by the Hirer at the Lessors office. The Lessors insurance policy at all times shall be limited to providing cover on a third party basis only and shall not, at any time, provide cover against theft or any other risk. Any security device provided by the Lessor or hired by the Hirer from the Lessor shall not at any time, in any manner, indemnify the Hirer from his liabilities under this agreement. The Hirer shall, at all times, remain liable for any loss or damage to the motorcycle whilst in the care of the Hirer, his agent(s) or servant(s) or as a result of any breach of the terms of the insurance policy and shall indemnify the Lessor from any third party claim, whether consequential or otherwise, which arises therefrom.
11. Hirers Obligations in the event of an Accident The Hirer agrees to protect the interest of the Lessor and the Lessors Insurers in the case of an accident during the term of this Rental and shall immediately report to the Lessor any accident in which the motorcycle detailed and described above is involved and shall;
  - a) make every endeavor to obtain the names and addresses including motorcycle details of all parties involved.
  - b) obtain the names and addresses of witnesses.
  - c) not admit liability or guilt.
  - d) notify police immediately if another parties guilt has to be ascertained and/or if people are injured.
  - e) ensuring adequate provision for safeguarding and securing it,
  - f) provide the Lessor with a detailed written report, including diagram, as required by the Lessor of the Lessor's insurance company.
12. Hirers obligations in the event of loss or theft. The Hirer shall be liable for any of the Lessors costs in replacing the motorcycle with a similar specification motorcycle including, but not limited to, the new retail cost of such motorcycle and any financial loss sustained by the Lessor as a result of such theft or loss of the motorcycle.
13. Data Protection Act 1984. The Lessor shall keep records of this hire agreement in an electronic format. The Lessor shall also share any information with any insurance company to assist in the avoidance of;
  - a) fraud
  - b) multiple claims
  - c) bogus hirers
14. The Hirer agrees to provide adequate security to the motorcycle at all times, recognising their own financial liabilities in the event of the motorcycle being stolen or damaged whilst in the Hirers charge and control.
15. Existing damage. The parties agree to identify any damage at the commencement of hire on the diagrams below. The Hirer is not liable for any damage identified in these diagrams.



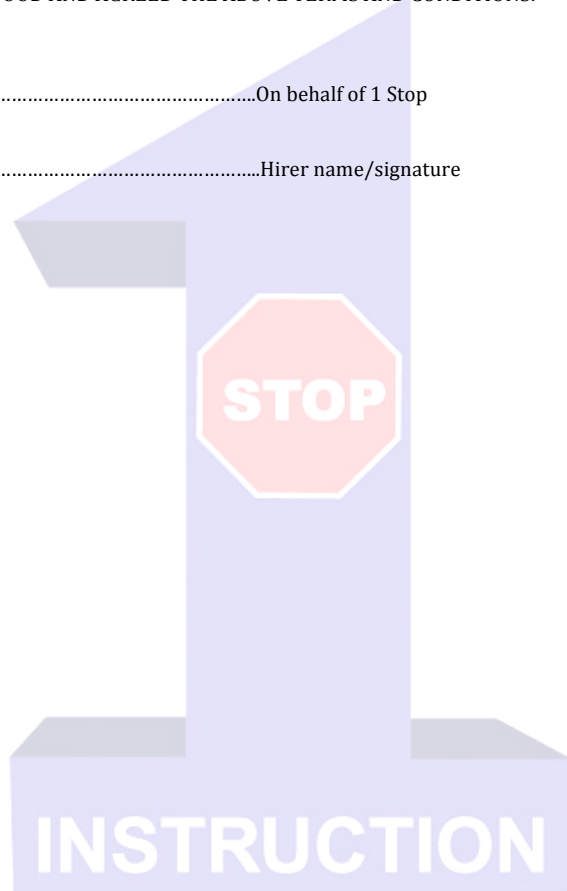


BOTH PARTIES HAVE READ, UNDERSTOOD AND AGREED THE ABOVE TERMS AND CONDITIONS:

.....On behalf of 1 Stop

.....Hirer name/signature

Date.....



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ROADCRAFT PROFESSIONALS