

BikeSafe terms and conditions



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1. About these terms and conditions

- 1.1 'Our' terms and conditions advise 'you' about BikeSafe, 'your' BikeSafe workshop booking, 'your responsibilities, 'our' responsibilities, and the terms upon which 'you' may book and attend 'your' BikeSafe workshop; and the terms upon which 'you' may make use of 'our' website (bikesafe.co.uk), hereafter referred to as the 'site' whether as a website guest (with or without an existing BikeSafe booking) or a user with 'site' secure access permissions.
- 1.2 Those who book 'our' workshops and/or use 'our' site shall within these terms and conditions, and hereafter be referred to as 'you' and/or 'your'.
- 1.3 Within 'our' terms and conditions, the word 'site' shall extend to 'our' booking, payment, email and video platforms, 'our' CRM, content on 'our' social media, eLearning resources and emails.
- 1.4 'You' should read 'our' terms and conditions carefully before 'you' start to use 'our' 'site' or make a workshop booking. By using the 'site', 'you' indicate that 'you' accept 'our' terms and conditions and agree to abide by them.
- 1.5 'You' should not book 'our' workshops on behalf of another person.

2. National coordination

- 2.1 BikeSafe is governed by a 'National Coordination Body'. The police force or other entity responsible for providing this function may change from time to time. (bikesafe.co.uk/national/)
- 2.2 BikeSafe.co.uk is a domain name owned by BikeSafe and operated, along with all associated administration by 'our' contracted 'National Admin Provider'. (bikesafe.co.uk/agents/)
- 2.3 BikeSafe workshops are delivered and locally coordinated by 'Participating Police Forces'.
- 2.4 BikeSafe, the 'National Coordination Body', 'National Admin Provider' and 'Participating Police Forces', shall collectively, within these terms and conditions, and hereafter be referred to as 'we', 'us' and/or 'our'.

3. About BikeSafe

- 3.1 BikeSafe is a police-led casualty reduction initiative offering eLearning, theory sessions, on-road observed rides for motorcyclists who are legally allowed to ride on the road. Theory session and eLearning curriculums are based upon emergency service motorcyclist attitudes and techniques, supported by information already in the public domain which can be found in: Motorcycle Roadcraft, Human Aspects of Police Driving and, The Highway Code.
- 3.2 In England, Wales, Scotland, and Ireland, 'our' workshops are police-led and wherever possible, fully delivered by police motorcyclists. However, elements of 'our' workshops (observed rides and/or theory classes) may also be delivered by other emergency service motorcyclists or agents, officially appointed, and deemed as suitably qualified, vetted, insured, and assessed per 'our' national criteria. Such personnel are referred to as 'BikeSafe Accredited Observers' and will in most cases be officially appointed as Police Service Volunteers (PSV's).



- 3.3 'We' retain the right to decide upon the local need for BikeSafe delivery and, no guarantee is given or implied around delivery, or continuance of delivery, in any given area.
- 3.4 'Our' workshop delivery is dependent upon the exigencies of emergency service duties at any given time. Should 'we' be unable to provide 'your' workshop for any reason, we reserve the right to offer 'you' an alternative workshop (where available) or voucher.
- 3.5 'We' retain the right to set a minimum level of attendance and may cancel any workshop where minimum numbers are not reached.
- 3.6 'Our' infrastructure and delivery model may vary dependent upon local requirements, arrangements, and resources. 'We' reserve the right to make alterations as necessary and without notice. Prior to booking a workshop in any area, 'you' should research the site to ensure that the delivery model and infrastructure meets with 'your' requirements.
- 3.7 'Our' workshops are designed to engage with motorcyclists to evidence the benefits of accredited/advanced post-test motorcycle training, identify the need for such training for individual riders and provide a referral route to local providers of accredited/advanced post-test training.
- 3.8 'Our' workshops, including 'your' self-guided eLearning, will normally last a minimum of five hours (including breaks).
- 3.9 'Our' workshops include the following elements:
 - eLearning (2 hrs) online and self-guided, including nine video-based modules covering: attitude, the system of motorcycle control, observation, cornering, overtaking, filtering, junctions, group riding and hazard awareness.
 - 2. **Theory input** (2 hrs) classroom or online, to include the National BikeSafe curriculum, along with input on local regional causation factors. 'Your' theory input will last a minimum of two hours.
 - 3. **Observed ride** (2 hrs) maximum ratio of two riders per observer, with a minimum of a one-hour observation per rider, thus the observed ride element will normally last at least two hours. Observed ride to include ongoing roadside briefing and debriefing.
 - 4. **Feedback** (20 mins) assessment of 'your' riding, delivered verbally, recorded as an audio file, and/or in written form via a 'rider development form'.
 - 5. **Signposting** based on 'our' observations and assessment of 'your' riding, 'we' will make recommendations regarding your ongoing skills, safety and rider development.

4. 'Our' responsibilities

- 4.1 The 'site' has been compiled in good faith from sources 'we' believe to be reliable, current, and trustworthy. That said, material on the 'site' may be out of date at any given time and 'we' are under no obligation to update such material, although 'our' aim is to update the 'site' regularly.
- 4.2 'We' accept no responsibility or liability for any actions, negligence, consequences of any error or omission, any injury, loss, or damage suffered by 'you' or other users of any of the information



published in any part of 'our' 'site' or resulting from 'your' participation in any aspect of BikeSafe or 'our' workshops.

- 4.3 In relation to 'our' 'site', 'you' may store or print copies or extracts from its pages for your personal and non-commercial use only, always referencing the source of such information. 'You' are not permitted to copy, download, store (in any medium), transmit, show, or play in public, adapt, or change in any way the content of 'our' 'site' pages, content, videos and/or eLearning for any other purpose whatsoever without 'our' prior written permission in a durable medium (e-mail or written).
- 4.4 Our 'site' information and/or content alone does not form any basis of a contract with 'you' or users of 'our' 'site'.
- 4.5 Links from 'our' 'site' are for information only. 'We' cannot be held responsible for the accuracy, completeness, or content of pages on websites to which links have been made from 'our' 'site' and over whose moderation or onward links 'we' have no control. In the absence of confirmation to the contrary, 'we' do not endorse any views expressed, products and/or services offered on other websites.
- 4.6 'We' reserve the right to suspend the operation of 'our' 'site' for maintenance or upgrade work from time to time and as necessary. 'We' cannot guarantee that 'your' access to, and use of the 'site' will be uninterrupted or error free. 'We' reserve the right to indefinitely terminate 'site' access and 'your' access to 'our' 'site' should circumstances dictate.

5. Liability and equipment

- 5.1 'We' do not hire out or supply motorcycles for participation in 'our' workshops. 'You' will need legitimate access to a road legal, roadworthy motorcycle to participate in 'our' workshops.
- 5.2 'We' do not hire out or arrange supply of motorcycle safety equipment or personal protective equipment (PPE) for participation in 'our' workshops.
- 5.3 One of 'our' core principles is to protect life and 'we' reserve the right to refuse provision of 'your' observed ride if there is concern for 'your' safety, 'our' safety, or the safety of others, based upon 'your' levels of safety, protective equipment and/or attitude. As a minimum guide whilst riding, 'you' must wear a helmet that meets the minimum UK and legal standard. 'We' also recommend that 'you' wear motorcycle trousers, jacket, footwear (that protects the ankle) and gloves all appropriate to the prevailing weather conditions on the day of 'your' workshop. Ideally, 'you' will wear clothing/equipment that is specifically designed for motorcycle use usually armoured leather, textile, or an appropriate alternative.
- 5.4 Public liability indemnity whilst 'you' are engaged with 'our' workshops is the responsibility of the 'Participating Police Force' hosting or delivering 'your' workshop. 'We' do not provide motor insurance, employer liability or other insurance cover. 'We' recommend 'you' advise your motor insurer of 'your' intention to engage in 'our' workshop, especially the observed ride element.



6. 'Your' responsibilities

- 6.1 If 'you' book one of 'our' workshops, it is 'your' responsibility to attend at the arranged location and time, in a fit condition to participate. If you cannot attend, 'you' should advise 'us' quoting your contact details, workshop date and booking/reference numbers as provided to 'you' at the time of booking.
- 6.2 If 'you' book one of 'our' workshops, it is 'your' responsibility to ensure that 'you' have an appropriate and valid motorcycle licence allowing 'you' to ride on the road. If 'you' have booked one of 'our' workshops with the Metropolitan Police Service (only), it is acceptable to attend 'your' workshop with a valid Compulsory Basic Training (CBT) certificate.
- 6.3 If 'you' book one of 'our' workshops, it is 'your' responsibility to ensure that you attend 'your' workshop on a fully road legal, mechanically sound, taxed, insured motorcycle, with sufficient fuel to complete 'your' observed ride.
- 6.4 The observed ride element of 'your' workshop is subject to the provisions of the Road Traffic Act and Highway Code. Safety is paramount.
- 6.5 'You' are expected to comply with 'our' safety briefings, reasonable instructions and any guidance given by 'us'.
- 6.6 'You' are expected to treat other workshop attendees, and 'us' with respect at all times.
- 6.7 'We' operate a no smoking/no vaping policy during classroom elements. This includes the use of all electronic vaping devices. 'You' should only undertake smoking and/or vaping activity in designated areas as defined by 'us'.
- 6.8 'We' reserve the right to refuse to provide 'you' with a workshop or any part thereof or to cancel any workshop 'you' have booked, without liability, if 'you' fail to meet the requirements outlined within 'our' terms and conditions, in 'our' booking process or in the interests of safety at any time.
- 6.9 'We' will provide 'you' with an assessment of 'your' riding. 'We' will share this assessment with you in one or more of the following ways: (1) verbally, (2) recorded as an audio file, and/or in written form via 'your' 'rider development form'. It is 'your' responsibility to take 'your' rider development form or record of 'your' own verbal critique/feedback to an accredited post-test (advanced) training provider after 'your' workshop. 'Our' approved accredited post-test (advanced) training providers are:
 - The Institute of Advanced Motorists (IAM RoadSmart),
 - Royal Society for the Prevention of Accidents (RoSPA),
 - British Motorcyclists Federation (BMF) Blue Riband, and
 - The DVSA Enhanced Rider Scheme.

7. Documents

7.1 It is 'your' responsibility to ensure that 'you' are in possession of and/or can give electronic access to any required documentation such as insurance, driving licence, vehicle test certificate or



excise licence - required for 'your' legitimately accessed motorcycle to be used legally on the road and that 'you' are fit and legal to ride 'your' motorcycle on the road at the time of 'your' workshop.

7.2 'Your' documents will be checked prior to 'your' observed ride. 'You' will be asked to undertake a mandated eyesight test in accordance with provisions of the Road Traffic Act and the Driving Licence Regulations prior to 'your' observed ride. If 'you' need to wear vision aids to do this, 'you' must wear them for the duration of 'your' observed ride.

8. Workshop payment

- 8.1 'Your' BikeSafe workshop booking fee is £65.
- 8.2 'Your' fee is utilised as follows:

Administration fee: £36 (funds all associated administration).

National fee: £4 (funds specific extra costs i.e., marketing, events, literature, printing, travel etc).

Local fee: £25 (funds staff, venue, catering, and other local expenses).

- 8.3 'Your' booking fee, in part or full, may be payable by 'you' as part of 'your' workshop booking or may be paid by subsidies in certain delivery areas. Such local arrangements may not be under 'our' control and may change from time to time and without notice.
- 8.4 'Your' payment will be required in UK sterling and made in advance of 'your' workshop. Payment can be made to 'us' on-line using a legitimate, valid credit or debit card. Industry standard levels of security are applied to these transactions and a closed padlock should be visible in 'your' web browser indicating that 'your' personal and payment details are encrypted.
- 8.5 'Your' cleared funds must be available before provision of 'your' workshop can take place. 'You' can, if necessary, contact 'us' to discuss other payment options. 'You' will at all times be liable for any payments that remain outstanding to 'us'.
- 8.6 'We' accept no responsibility or liability for any payments, being lost, misappropriated, delayed, tampered with, rejected, having insufficient funds or for any over-payment on 'your' part.
- 8.7 Once 'we' have cleared funds, 'your' workshop will be booked, and confirmation sent to 'you' by email. 'Your' workshop will be delivered in accordance with 'our' arrangements and booking details unless the exigencies of emergency service duty or circumstances beyond 'our' control dictate differently.

9. 'Your' consumer rights

9.1 The Consumer Contracts Regulations 2013 apply to the sale of services without face-to-face contact via a variety of media including the internet and telephone. To comply with the requirements of these regulations, 'we' provide the necessary pre-contractual, right to cancel and supplier delivery obligation information within 'our' terms & conditions.



- 9.2 Information (pre-contractual) around 'our' identity, service characteristics, pricing, payments, address, advance payments, and delivery arrangements are in 'our' terms and conditions.
- 9.3 'You' should be aware of 'your' consumers' right to cancel 'your' workshop booking. Full details can be found by reading the Consumer Contracts Regulations 2013.
- 9.4 'Our' contract with 'you' becomes binding when 'you' complete 'your' workshop booking, providing it can be shown that 'we' received 'your' booking. We cannot be held responsible for bookings not received because of circumstances beyond 'our' control.
- 9.5 When 'you' complete 'your' workshop booking, 'you' will receive a confirmation e-mail including details of 'your' right to cancel. Pre-contractual information is also given during 'our' on-line booking process and in a format allowing 'you' to print/save to durable media.
- 9.6 If 'you' book via the telephone, 'you' will be verbally advised of the pre-contractual information and 'you' will be emailed a copy of the pre-contractual information together with advice about 'your' right to cancel.
- 9.7 'You' have the right to cancel 'your' booking for a period of 14-days, counting from the day after 'your' booking was completed.
- 9.8 Once 14-days pass, counting from the day after 'your' booking was completed, 'your' right to cancel (without fees) will end.
- 9.9 If 'you' cancel 'your' workshop within 14-days of booking, 'you' can request a refund of the money 'you' have paid 'us'. Where requested, we will return 'your' funds within 28 working days.
- 9.10 To exercise 'your' right to cancel, 'you' must inform 'us' in writing to: Police BikeSafe, National Admin Centre, The Mac Walker Building, 71A High Street, Bromsgrove, Worcestershire, B61 8AQ or by email to bikesafe.support@bikesafe.co.uk. A phone call is not sufficient. The effective date of cancellation is the date on which 'you' give notice of cancellation to 'us' in writing or by email.
- 9.11 We would advise 'you' to keep some evidence of having given 'us' cancellation notice, such as a certificate of posting or confirmation/copy of email.
- 9.12 The Consumer Credit Act 1974 provides protection should someone else fraudulently use 'your' payment card to pay 'us'. In these circumstances 'you' are entitled to cancel the payment and be reimbursed in part or whole by 'your' card issuer. This is something 'you' must discuss with 'your' card issuer. 'We' also advise 'you' to report such matters to 'your' local police.
- 9.13 The Consumer Contracts Regulations 2013 do not generally affect 'your' consumer rights under other legislation. Once 'your' 14-day 'cooling off' period (Consumer Credit Act 1974 and Consumer Contracts Regulations 2013) has passed, any cancellations 'you' make will attract fees.

10. Cancellation and amendments

10.1 'Our' cancellation, transfer and associated administration charges are as follows:



- 10.2 For a cancellation/amendment, made by 'you', to 'your' workshop with <u>less</u> than 14-days' notice (including the day of the workshop) will result in 100% of 'your' full booking fee being retained by 'us'.
- 10.3 For a cancellation/amendment, made by 'you', to 'your' workshop with <u>more</u> than 14-days' notice (including the day of the workshop) will result in a £15 administration charge being applied to 'your' resulting booking change, transfer, refund, and/or issue of vouchers.
- 10.4 For a cancellation/amendment, made by 'you', to 'your' workshop with <u>more</u> than 14-days' notice, <u>where a transfer is possible</u> 'we' will waive 'our' full £15 administration fee, in return for of a donation of £5 to £15 to 'our' nominated charity (<u>DocBike</u>). Details will be emailed to 'you'.
- 10.5 For a cancellation/amendment, made by 'you', to 'your' workshop with more than 14-days' notice, where a transfer is not possible 'we' will issue a voucher valid for 12 months and 'our' £15 administration fee will be applied i.e., if 'you' paid £65, the voucher 'we' issue will be for £50.
- 10.6 If 'you' fail to attend 'your' booked workshop in the absence of bona-fide extenuating circumstances, 'we' will retain 'your' full booking fee.
- 10.7 Examples of circumstances not classed as 'extenuating' include (but are not limited to): failing to diarise 'your' workshop, double booking 'your' diary, work commitments, holiday commitments, mechanical failure, missing/invalid documents, out-of-date MOT, weather, lateness, illness (including Covid), running out of fuel etc.
- 10.8 'We' retain absolute discretion to fairly apply the application of cancellation/amendment charges as 'we' see fit in compliance with 'our' terms and conditions.

11. Refunds

- 11.1 Subject to: (a) compliance with the relevant legislation and, (b) 'our' terms and conditions, 'we' do not as a rule issue refunds. 'We' do however issue vouchers in lieu of refunds as detailed elsewhere within 'our' terms and conditions.
- 11.2 'Our' vouchers, when issued in lieu of refund are subject to the following terms:
 - 1. Issued to the value of 'your' original payment, less a £15 administration fee.
 - 2. Only to be used towards a new BikeSafe workshop booking.
 - 3. Unless agreed with 'us', must be used by 'you'.
 - 4. Can be used to book 'your' workshop with any 'Participating Police Force'.
 - 5. 'Our' terms do not affect 'your' statutory/consumer rights under any relevant legislation.
 - 6. 'We' operate a 'one cancellation' policy (subject to 'our' full terms and conditions) such that: (a) 'your' workshop can only be cancelled once and, (b) a voucher will only be issued to 'you' once and (c) 'we' will not administer repeated workshop cancellations.
 - 7. Unless stated otherwise, 'your' voucher will be valid for 12 months.



- 8. 'Your' voucher will be non-transferable and will have no cash value.
- 11.3 'We' will abide by all relevant consumer credit, contracts, and other regulations, but issue vouchers to avoid the financial and administrative burdens caused by cancellation.

12. Non-profit

- 12.1 'We' usually require that serving police officers are diverted away from their regular duties or to support 'our' workshops on a volunteer basis. 'Our' BikeSafe Accredited Observers and/or Police Service Volunteers, volunteer their time and are only paid expenses.
- 12.2 'We' operate 'our' workshops on a non-profit basis. 'Our' workshop fees are subsidised by 'Participating Police Forces' and through the time/contribution of our volunteers. Whilst 'your' workshop is charged at only £65, please be aware that the actual cost of 'your' workshop exceeds £180. 'We' utilise 'your' booking fees to help fund: staff resourcing, venue charges, catering (some venues), motorcycle safety resources, advanced training subsidies, and other associated expenses.

13. Commencement

- 13.1 'We' deem that 'your' workshop has commenced once 'your' payment is made and 'your' booking confirmation has been sent.
- 13.2 'You' will be given immediate access to 'your' eLearning materials as a formal and crucial aspect of 'your' workshop.

14. Personal details

- 14.1 Any personal details 'you' give 'us' will be held and processed in accordance with the provisions of 'our' Data Processing Agreement and in compliance with the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 in so far as they apply to 'our' use of data, including 'your' data. For the purposes of Article 4 of the General Data Protection Regulation (EU) 2016/679, details of the data controller in relation to the information 'you' supply is listed here: bikesafe.co.uk/data.
- 14.2 Personal information 'you' provide will be used for 'our' purposes, by 'us', and/or 'our' agents, for administration and any future evaluation of 'our' scheme and 'your' participation. Such data will be retained in line with 'our' privacy policy. 'You' have the right to decline the use of such information for anything other than administration of 'your' workshop booking. In this event, 'you' must notify 'us' of 'your' decision as soon as reasonably practicable and in any case within three working days of 'your' booking confirmation. 'Our' online booking processes also make provision for these permissions.
- 14.3 'We' will contact 'you' regarding bookings, feedback, follow-up, motorcycle skills/safety and BikeSafe news/updates. 'We' will not, contact 'you' with requests for 'your' personal or financial information or direct 'you' to any web page that asks for this information. Should this happen, do not respond, and do not open any e-mail attachments. If 'you' are suspicious about any such communication, please contact us.



14.4 'You' have the right to ask for a copy of any information 'we' hold about 'you'. 'We' reserve the right to charge a £15 administration fee to cover 'our' costs in recovery of 'your' information, sometimes referred to as a 'Subject Access Request' (SAR) and/or correction of any inaccuracies contained therein.

15. Jurisdiction

15.1 'Our' terms and conditions shall be governed and interpreted in accordance with English law as if 'our' terms and conditions were a contract wholly entered into and wholly performed within England and 'you' consent to the non-exclusive jurisdiction of the English courts.

16. Indemnity

- 16.1 By booking 'your' workshop with 'us', 'you' undertake to perform 'your' observed ride with due regard for Road Traffic Law, knowing that 'you' are fully responsible for 'your' own actions. 'You' understand that 'you' have a duty of care to 'yourself' and others in ensuring 'your' riding is safe and that 'you' are fit to participate in 'your' workshop.
- 16.2 'Your' driving licence, insurance and, where necessary, Ministry of Transport test certificate, are valid for the motorcycle 'you' will be riding at the time of 'your' workshop. The motorcycle 'you' use for 'your' workshop, is to the best of 'your' knowledge, roadworthy and meets all legal requirements.
- 16.3 'You' acknowledge that 'we' will not accept responsibility or liability for any actions or negligence, or any injuries or damage sustained by 'you' during 'your' participation in any aspect of 'your' workshop with 'us' or any associated BikeSafe activity.
- 16.4 'You' will receive a formal pre-ride safety briefing on the day of 'your' BikeSafe workshop. 'You' agree to comply with 'our' pre-ride safety briefing and any other instructions 'we' might give 'you'.

17. Complaints

- 17.1 'We' will behave in accordance with the law and commensurate with the professional image of BikeSafe and the police service. In the first instance, complaints should be in writing to 'us' at Police BikeSafe, National Admin Centre, The Mac Walker Building, 71A High Street, Bromsgrove, Worcestershire, B61 8AQ or by email to 'us' at bikesafe.co.uk. Aside from where otherwise advised, 'we' acknowledge complaints by email within two working days.
- 17.2 At any time, 'you' can request that a complaint be escalated for higher level consideration. Where 'you' request escalation, 'your' complaint will be passed to 'our' 'National Coordination Body' for consideration. 'Your' escalated complaint will be acknowledged within two working days.
- 17.3 'We' endeavour to resolve all complaints within 28 working days.

18. Trademarks

18.1 BikeSafe is trademarked and registered to the <u>National Police Chief's Council</u> (NPCC), formally the Association of Chief Police Officers (<u>ACPO</u>). 'Our' words, logo, media, images, videos, 'site'



content and training materials may not be used without permission. All rights are reserved unless permissions are explicitly granted.

19. Get in touch

- 19.1 'Our' National Admin Centre, unless otherwise advised, is open Monday to Friday 9am to 5pm. 'We' are not open on bank holidays or the days between Christmas and New Year. Should you have any questions in relation to 'our' terms and conditions, please contact 'us':
- 19.2 In writing: Police BikeSafe, National Admin Centre, The Mac Walker Building, 71A High Street, Bromsgrove, Worcestershire, B61 8AQ.

19.3 By email: bikesafe.co.uk

19.4 By telephone: 0333 011 5200

20. Policy updates

20.1 'Our' terms and conditions were last updated on the 26th of May 2022.