



BikeSafe Terms and Conditions

These terms and conditions advise you about BikeSafe and of the terms upon which you may make use of our website (www.bikesafe.co.uk), hereafter referred to as the 'site' – whether as a guest or a user with 'BikeSafe' secure access permission (hereafter referred to as 'you' and/or 'your'). Please read these terms carefully before you start to use the 'site' or make a workshop booking. By using the 'site', including the on-line booking functionality, you indicate that you accept these terms of use and agree to abide by them.

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1. About BikeSafe

BikeSafe is a police-led casualty reduction scheme offering classroom sessions and/or observed on-road riding elements for motorcyclists who hold a valid full licence in respect of that class of vehicle and are otherwise legally allowed to ride on the road. The classroom curriculum is based upon emergency service motorcyclist attitudes and techniques supported by information already in the public domain which can be found in: [Motorcycle Roadcraft \(ISBN 978-0-11-341143-6\)](#), [Human Aspects of Police Driving \(ISBN 1-901568-00-8\)](#) and, [The Highway Code \(ISBN 978-0-11-552814-9\)](#).

In England, Wales, Scotland and Ireland, BikeSafe is, wherever possible, delivered by police personnel, however, when appropriate and/or necessary delivery may be affected by other emergency service motorcyclists or agents suitably qualified and risk assessed. Such personnel are referred to as Police Service Volunteers (PSV's). Individual police forces have autonomy to decide upon their local need for BikeSafe delivery and, as a result, no guarantee is given or implied around delivery, or continuance of delivery, in any given area.

Delivery is dependent upon the exigencies of emergency service duties at any given time or circumstances beyond our control. Should we be unable to provide 'your' workshop for any reason, we reserve the right to offer you an alternative workshop where available or a refund at our discretion.

BikeSafe workshops may be delivered to a group of multiple clients and may be reliant on minimum numbers of attendance. BikeSafe retains the right to set the minimum level of attendance and may cancel any workshop where minimum numbers are not reached.

Infrastructure, delivery model and pricing may vary dependent upon local requirements, arrangements and/or subsidies. '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 pricing suits 'your' requirements.

BikeSafe is designed to engage with qualified motorcyclists to evidence the benefits of accredited post-test training, identify the need for such training in individual riders and provide a referral conduit to the providers of such approved training.

2. Coordination

BikeSafe has a [national](#) coordination body. The police force or other entity responsible for providing this function may change from time to time. For details of the current national co-ordination body, please [click here](#). [bikesafe.co.uk](#) is a domain name owned by BikeSafe and operated by their contracted [agents](#) (hereafter referred to as 'we', 'us' and/or 'our'). For details of the current BikeSafe contracted [agents](#), please [click here](#).

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3. Our responsibilities

The BikeSafe '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.

BikeSafe and 'our' [agents](#) accept no responsibility or liability for any actions, negligence, consequences of any error or omission, any injury, loss or damage suffered by users of any of the information published in any part of 'our' 'site' or as a consequence of participation in any aspect of BikeSafe activity.

In relation to 'our' 'site', 'you' may store or print copies of extracts from its pages for your personal and non-commercial use only, always alluding to the source of the 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 for any other purpose whatsoever without 'our' prior written permission in a durable medium (e-mail, post or fax).

Our 'site' information alone does not form any basis of a contract with readers or users of our 'site'.

Links from 'our' 'site' are for information only. 'We' cannot be held responsible for the accuracy, completeness or propriety 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, BikeSafe does not endorse any views expressed, products or services offered on other websites.

'We' reserve the right to suspend the operation of 'our' 'site' for maintenance or upgrade work from time to time 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 web services should circumstances dictate.

4. Liability and equipment

BikeSafe does not hire out or arrange supply of motorcycles for participation in the scheme. 'You' will need legitimate access to a road legal, roadworthy motorcycle or scooter. Nor do 'we' hire out or arrange supply of rider safety equipment.

Legislation in respect of protective equipment requirements for riding a powered two-wheeler on the road is scant. Common sense must prevail. BikeSafe reserves the right to refuse to provide an on-road element if there is concern for 'your' safety based upon your riding attire. As a police-led scheme one of our core principles is to protect life. As a minimum guide whilst riding, in addition to the legal requirement of a helmet which at least meets minimum UK or equivalent EU standard, 'we' recommend the wearing of sturdy trousers (preferably armoured leather or textile), sturdy jacket (preferably armoured leather or textile), sturdy footwear (preferably armoured leather or

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alternative) that protects the ankle and sturdy gloves (preferably armoured leather or textile). It is desirable that riding equipment is specifically designed and manufactured for motorcycle use.

Public liability indemnity whilst 'you' are engaged in BikeSafe activity is the responsibility of the police force hosting or delivering the workshop element dependent upon circumstances prevailing at the time. 'We' do not provide motor insurance, employer liability or other cover. 'We' recommend 'you' advise your motor insurer of 'your' intention to engage in an on-road observed ride with BikeSafe.

5. Your responsibilities

BikeSafe places are limited and generally allocated on a first come, first-served basis. If 'you' choose to book a workshop it is 'your' responsibility to attend at the arranged location and time, in a fit condition to participate, unless extenuating circumstances that preclude attendance exist or the provisions of the Distance Selling or E-Commerce regulations apply. If extenuating circumstances exist, as soon as practicable, 'you' should advise BikeSafe [administration](#) quoting your contact and workshop details together with any booking reference number that BikeSafe has provided 'you'.

If 'you' choose to book a workshop that involves an on-road observed ride, it is 'your' responsibility to ensure that 'you' have the appropriate valid full motorcycle licence allowing 'you' to ride on the road in the area of delivery.

The BikeSafe on-road element is completely governed by the provisions of the Road Traffic Act and The [Highway Code](#). Safety is paramount.

'You' are expected to comply with safety briefings, reasonable instructions and guidance given by 'your' BikeSafe delivery staff.

'You' are expected to treat fellow workshop attendees and BikeSafe administration or delivery staff with respect at all times. 'We' operate a no smoking policy during the classroom elements. This includes the use of any electronic device too. Smoking activity should only be undertaken in designated areas commensurate with the policies of the delivery site.

BikeSafe and its local coordinators/observers reserve the right to refuse to provide 'you' with a workshop or any part thereof or to cancel any workshop 'you' have agreed to or booked, without liability, if 'you' fail to meet the requirements outlined above, in the booking process or in the interests of safety at any time.

BikeSafe through its on-road observers will provide 'you' with an experience based, relevant critique of 'your' riding strengths and weaknesses. This is the 'rider development form'. We will strongly encourage 'you' to take 'your' rider development form to an accredited post-test training provider. National 'accredited post-test training providers' include those individuals held on the Driving and Vehicle Standards Agency (DVSA) register of motorcycle trainers who deliver the Enhanced Rider

Scheme (ERS), together with The Institute of Advanced Motorists (IAM RoadSmart) and Royal Society for the Prevention of Accidents (RoSPA).

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6. Documents

Furthermore, it is 'your' responsibility to ensure that you are in possession of any other valid documentation such as insurance, vehicle test certificate or excise licence required for 'your' legitimately accessed motorcycle to be used legally on the road and that 'you' are in a fit condition to ride on the road.

Documents will be checked prior to commencement of the on-road element. 'You' will be asked to undertake a simple eyesight test in accordance with provisions of the Road Traffic Act and the Driving Licence Regulations prior to the on-road element. (Read a vehicle number plate in good daylight from a distance of 20 metres (or 20.5 metres if old style number plate used). If 'you' need to wear vision aids to do this, you must wear them at all times while riding. (Source – [The Official Highway Code](#)).

7. Payment

Payment for workshop places is in UK sterling and must be made in advance of receiving '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. A closed padlock should be visible in your web browser indicating that you are in secure mode and your details are encrypted for increased security. This should always be the case when sending personal or payment details.

Payments can be made by other means but may take longer to process and cleared funds must be available before provision of 'your' workshop can take place. You may contact us to discuss these other payment options.

'You' must ensure that 'you' have sufficient funds to make all payments to 'us' and take all reasonable steps to ensure that 'you' pay 'us' the correct amount. You will at all times be liable for any payments that remain outstanding to 'us'.

'We' accept no responsibility or liability for any payments, however made, being lost, misappropriated, delayed, tampered with, rejected, insufficient or for any over-payment on 'your' part.

Once 'we' have cleared funds, 'your' workshop will be booked and confirmation sent to 'you' in a durable medium (e-mail, post or fax). 'Your' workshop will be delivered in accordance with the local arrangements of the delivery area and booking detail agreed unless the exigencies of emergency service duty or circumstances beyond 'our' control dictate otherwise.

8. Consumer rights

The Consumer Contracts Regulations 2013 apply to the sale of services without face-to-face contact via a variety of media including the internet, phone calls or fax. It is likely that the booking of BikeSafe workshops falls within this definition. In an effort to comply wholly with the requirements of these regulations, national BikeSafe administration intends to provide the necessary pre-

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contractual, written, additional, right to cancel and obligation on the supplier to carry out delivery information within this terms & conditions document.

Pre-contractual information around 'our' identity, service characteristics, pricing advice, payments, geographic address for advance payments and delivery arrangements have already featured in these terms and conditions – which are available to view online and print if required.

'You' should be aware of 'your' consumers' right to cancel once a workshop order has been placed with 'us'. Full details can be found by reading the Consumer Contracts Regulations 2013.

'Our' contract with 'you' becomes binding when 'you' complete 'your' workshop booking, providing it can be shown that 'we' actually received 'your' booking. We cannot be held responsible for bookings not received as a result of circumstances beyond 'our' control.

At the point 'you' complete 'your' workshop booking, 'you' will receive a confirmation e-mail including details of your right to cancel. As pre-contractual information is given during 'our' on-line booking process before completion and in a format allowing 'you' to print it to durable media, 'you' have the right to cancel that order for a period of fourteen days counting from the day after the booking was completed.

If 'your' booking is dealt with over the telephone, possibly as a result of a paper application, 'you' will be verbally advised of the pre-contractual information allowing 'you' to make an informed decision about proceeding with 'your' booking. If and when 'your' booking is completed over the telephone, 'you' will be sent a copy of the pre-contractual information together with advice about your right to cancel. You will have fourteen days after the day 'you' receive the information to

exercise 'your' right to cancel. Once, following due process, a booked workshop is commenced 'your' right to cancel will end.

9. Cooling-off

If 'you' cancel a booking within 14 days of placing your booking, 'you' will receive a refund of the money 'you' have paid 'us' as soon as possible after cancellation and in any case within 30 days.

To exercise 'your' right to cancel, 'you' must inform 'us' in writing or another durable medium. This includes letter, fax or email. A phone call is NOT sufficient. The effective date for cancellation is the date on which 'you' give notice of cancellation to 'us' in writing or another durable media. Notice of cancellation will be properly given if 'you' give 'us' notice in one of the following ways:

1. by leaving a notice addressed to 'us' at 'our' last address known to 'you', in which case notice is said to have been given on the day on which it was left at 'our' address;
2. by posting the notice to 'us' at the address last known to 'you', in which case notice is said to have been given on the day it was posted,
3. by faxing or emailing the notice to 'us' on the last fax number or e-mail address known to 'you', in which case notice is said to have been given on the day it was sent.

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We would advise 'you' to keep some evidence of having given 'us' the cancellation notice, such as a certificate of posting or confirmation of fax transmission.

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 the card issuer. This is something 'you' must discuss with the card issuer. 'You' should also report the matter to your local police. The Consumer Contracts Regulations 2013 do not generally affect 'your' consumer rights under other legislation. Once the 'cooling off' period imposed by the The Consumer Credit Act 1974 and The Consumer Contracts Regulations 2013 has passed, any cancellations will attract charges (see below).

10. Cancellation

Applicable cancellation and transfer charges are as follows:

Within seven working days of the workshop not including the commencement day of the workshop – 100% of the booking fee.

Between 8 and 14 working days of the workshop not including the commencement day of the workshop – 50% of the booking fee.

15 working days or longer not including the commencement day of the workshop – administration fee only. All cancellations must be advised in writing or other durable medium (e-mail or fax).

If 'you' fail to attend for 'your' booked workshop in the absence of bona-fide extenuating circumstances, 'you' will forfeit 'your' booking fee.

Where possible, workshop bookings can be transferred/amended prior to the delivery date of the workshop, but this is subject to availability, to the above cancellation/transfer charges and to our full terms and conditions. We have absolute discretion to deal with the application of charges as 'we' see fit in the prevailing circumstances. Whilst every effort will be made to refund 'you' using the same method by which 'you' paid for 'your' workshop, 'we' reserve the right to refund 'you' by any method deemed appropriate in the circumstances. 'You' may be asked for additional information for security purposes or to comply with any relevant law for the refund process to be completed. Refunds may take up to 28 days.

11. Refunds

Subject to: (a) compliance with all relevant legislation and, (b) our general payment/cancellation policies (see above) – the BikeSafe administration team cannot issue refunds. The BikeSafe administration team is however permitted to issue vouchers in lieu of refunds. Vouchers will be issued subject to the following terms:

1. Will be issued to the value of the original payment, less any fee as determined by our payment/cancellation policies.
2. Can only be used towards full or partial payment of a new BikeSafe workshop booking.

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3. Can only be used by the person named on the voucher.
4. Must be used within the police force area where the original booking was made.
5. Are intended to facilitate self-administered online workshop bookings and are not intended for use via telephone or online support.
6. These voucher/payment terms do not affect your statutory and consumer rights under any relevant legislation.
7. We operate a 'one cancellation' policy (subject to our full payment/cancellation policies) such that: (a) a workshop can only be cancelled once and, (b) a voucher will only be issued once and (c) we cannot support/administer repeated workshop cancellation.
8. Vouchers are subject to an expiry date of 12 months
9. Vouchers are non-transferable and other than for booking a BikeSafe workshop are deemed as having no cash value.

We will abide by all relevant consumer credit, contracts and other regulations, but issue vouchers to avoid the very significant financial and administrative burdens caused by cancellation.

12. Non-profit

In most cases, BikeSafe requires that serving police officers are diverted away from their regular duties or to support BikeSafe on a volunteer basis. We therefore ask that you don't cause unnecessary administration by cancelling for anything less than a very good reason and that you respect that a cancelled workshop costs significantly more than the advertised workshop booking fee.

BikeSafe is operated on a non-profit basis. As such, workshop fees are highly subsidised by participating police forces and in real terms, cost approximately £400 per rider. Additionally, local BikeSafe coordinators utilise workshop booking fees to locally fund the following:

- Staff resourcing
- Venue charges
- Catering (not all venues)
- Out-of-pocket expenses

13. Charges

Workshop booking fees are paid to and administered by our contracted [agents](#) (Video Biker Ltd). These fees are then utilised as follows:

Booking fee: a workshop booking fee of £12.50 is retained by Video Biker Ltd to fund the BikeSafe website, booking platform, technology and associated costs.

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National levy: a national levy of £7.50 per booking is retained by '[BikeSafe National](#)' (Northamptonshire Police) to help fund national costs, such as marketing, events, literature and printing.

Local force: the balance of any remaining funds is paid via BikeSafe National, back to local police forces to help with the running costs of local BikeSafe workshops. Such funds contribute towards the cost of staff, venues, catering and local out-of-pocket expenses.

The above fees, in part or full, may be payable by 'you' as part of your workshop booking fee or may be paid by subsidies in certain delivery areas. These are local arrangements over which 'we' have no control and may change from time to time without notice. 'We' reserve the right to alter the administration fee charged should circumstances dictate. Some BikeSafe areas may have their own local administration arrangements.

14. Commencement

We deem that your BikeSafe workshop has effectively begun once payment is made and confirmation has been sent. You will be given access to password protected pre-learning BikeSafe [resources](#) (videos and PDF's) to help you prepare for your BikeSafe workshop and to understand the value of utilising BikeSafe as your 'bridge' to formal post-test motorcycle training.

15. Personal details

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.

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](#).

[click here](#) for details of the BikeSafe [data controller](#).

Personal information 'you' provide will be used for BikeSafe purposes, by 'us' or 'our' agents, for administration and any future evaluation of the scheme in data matching. Such data will be retained for booking purposes and deleted 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.

BikeSafe will contact 'you' regarding workshop bookings. 'We' will not, however, e-mail 'you' asking for 'your' personal or security 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 contact, please [contact us](#).

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'You' have the right to ask for a copy of any information 'we' hold about 'you'. 'We' reserve the right to charge a reasonable administration fee to cover 'our' costs in recovery of the information and/or correction of any inaccuracies contained therein.

Also see the BikeSafe [privacy policy](#).

16. Jurisdiction

These terms and conditions shall be governed and interpreted in accordance with English law as if the 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.

17. Indemnity

By confirming this, 'you' (the rider), undertake to perform your 'BikeSafe' 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 ride.

'Your' driving licence, insurance and, where necessary, Ministry of Transport test certificate, are valid for the vehicle 'you' will be riding at the material time. The vehicle 'you' use is, to the best of 'your' knowledge, roadworthy and meets legal requirements.

You acknowledge that the 'BikeSafe' provider will not accept responsibility or liability for any actions or negligence as a consequence of any injuries or damage sustained during 'your' participation in any aspect of 'BikeSafe' activity. 'You' will receive a formal pre-ride safety briefing on the day of your BikeSafe workshop.

18. Complaints

'Our' delivery staff and agents will behave in a manner in accordance with the law and commensurate with the professional image of the scheme and the police service. In the first instance, complaints should be communicated via [BikeSafe Support](#). 'We' acknowledge complaints by email within two working days and endeavour to resolve complaints within a total of seven working days.

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 the National BikeSafe Staff Officer for consideration. 'Your' escalated complaint will be acknowledged within two working days and you should expect a response within 10 working days.

19. Trademarks

BikeSafe is trademarked. The trademark is registered to the [National Police Chief's Council](#) (NPCC), formally the Association of Chief Police Officers ([ACPO](#)). The BikeSafe words and logo may not be used without permission. All rights are reserved unless permissions are explicitly granted.

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20. Last update

Policy last updated: 23rd June 2019.

Our working days are 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 the above terms and conditions, please [contact us](#).

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