

Terms & Conditions

This document sets out the terms and conditions that form the contract between the Customer and MSA Rider Training.

Unless agreed in writing by MSA Rider Training, these terms & conditions will apply.

MSA Rider Training may amend these terms and conditions from time to time and the conditions prevailing at the time a customer undertakes any course will prevail.

Booking and Payment

The acceptance of payment from the customer for any course offered by MSA Rider Training and/or receipt by MSA Rider Training of a completed customer booking form will constitute the point at which this contract is entered into by MSA Rider Training and the customer. MSA Rider Training reserves the right to decline any booking at its discretion with no reason being required to be provided.

Payment may be made by debit/credit card, PayPal, cheque (made payable to 'MSA Rider Training') or cash. An additional fee may be levied for the use of debit or credit cards. This fee will reflect the additional third party costs incurred by MSA Rider Training in processing such a transaction.

Payment in full must be made before the commencement of any course unless otherwise agreed. Where MSA Rider Training agrees for a deposit to be paid by the customer, the deposit will be non-refundable if a cancellation is made.

Gift vouchers are valid up to 12 months (the actual valid to date will be detailed on the voucher) from the date of issue and can be redeemed against training courses.

Gift vouchers can be used as specified on the voucher or upgraded to any other training course offered by MSA Rider Training for any additional cost. Gift vouchers are non-refundable in any part.

The customer agrees that his email/contact details (and those of any members in any group booking he is making a booking(s) for or connected with) will be added to MSA Rider Training's secure database. The customer agrees that from time to time,

MSA Rider Training may email or contact him with offers or other relevant information.

The customer can unsubscribe/opt out from these emails by clicking on the relevant link in any email he receives.

Amendment and Cancellation

The customer may cancel any booking by informing MSA Rider Training in writing (via mail or email). MSA Rider Training will acknowledge and confirm such cancellation within 7 days – until the customer has received this confirmation the original booking remains valid.

MSA Rider Training may cancel the customer's booking by giving the customer 14 days' notice of any such cancellation and will then offer the customer either a refund or alternative dates.

MSA Rider Training may cancel the customer's booking for operational reasons (including adverse weather or unplanned fleet or personnel shortages) with less than 14 days' notice (including on the date of the course's commencement).

Where a course is cancelled the following table summarises the outcome:

	Cancellation by customer	Cancellation by MSA Rider Training
Timescale		

Up to (and including) 14 days prior to planned course commencement date.	Full Refund.	A full refund or an alternative date within 6 months of the original date at the customer's option.
Less than 14 days prior to planned course commencement date.	50% refund or transfer permitted.	An alternative date within six months of the original course date.

Customers who are late for the course may be excluded – no refund of the fee will be given.

The customer may request, more than 14 days in advance of any planned course commencement date, a transfer of the booking to another date within six months of the original date. Subject to course availability, MSA Rider Training will agree to such a transfer and will notify the customer in writing of the new course date. Only one transfer may be made and the customer will be liable to pay any difference between the cost of the original course and the published cost of the course to which the transfer is being made. Failure to make any payment required prior to the commencement of the course will result in cancellation of the course without compensation to the customer.

No transfers will be permitted within 14 days of the planned commencement of any course unless agreed at the time..

Where MSA Rider Training makes a booking for accommodation with any accommodation provider on behalf of a customer, the customer agrees to familiarise himself with that accommodation provider's individual cancellation policy and accepts full responsibility and liability for any cancellation fees that apply as a result of the booking. The customer accepts that MSA Rider Training will not be liable for any costs, etc., in respect of the accommodation provider being able or not being able to deliver any or all of its service(s).

Insurance & Driving

The customer must be aged 16 or over and hold a learner permit or a full licence for riding a motorcycle which is valid in Rep of Ireland (for the duration of the course) and for the category bike being used. The customer must produce the original licence for inspection before partaking in any course. No customer who has been disqualified from driving or has a conviction for any driving offence involving alcohol or drugs within the previous five years may partake in any course – no refund will be given.

The customer must inform MSA Rider Training of any motoring conviction or offence which is pending at the time of the course.

The customer will be liable for any losses or additional costs incurred by MSA Rider Training as a result of their failure to inform MSA Rider Training of any relevant information in respect of the status of their driving license.

The MSA Rider Training provides insurance cover in respect of third party road risks only. The customer agrees to co-operate in full with MSA Rider Training in the event that any incident involving the customer occurs which is subject to any insurance claim. Such co-operation will include, but will not be limited to, the provision by the customer in a timely manner of a written statement in respect of any incident and the provision of any further information reasonably required by MSA Rider Training or its insurers.

No personal accident insurance is provided by MSA Rider Training and customers should consider purchasing such insurance.

The customer fully understands that motorcycle activities can be dangerous. MSA Rider Training accepts no responsibility or liability for any loss, damage, personal injury or death to the customer whilst partaking in any course.

The customer will be liable for any losses or additional costs incurred by MSA Rider Training where an insurance claim is made as a result of his/her actions while participating in training. Where a customer has 6 or more points or a serious driving offense e.g. drink driving, etc., on his licence, the insurance excess can be €1000 or higher.

During the course, the customer may be required to use public roads. The customer accepts full responsibility for his/her conduct during the course, including following the Rules of the Road and any legal requirements to ride a motorbike on a public road. The Customer is solely responsible for any liability/costs and for any penalty points/fines for speeding or similar that s/he incurs during the course or whilst using one of MSA Rider Training's motorcycles.

MSA Rider Training accepts that some reasonable damage may occur to the motorbike(s) and protective clothing/kit that is hired to the customer during the Training. Where MSA Rider Training deems damage to be excessive, the customer agrees to pay MSA Rider Training for any costs (including debt collection costs) of such kit/clothing, parts and labour, etc., as required to repair damage to the motorbike within 7 days of receiving an invoice. If the customer damages the motorbike hired to him to the point of it being impossible to continue, then the training may be deemed by MSA Rider Training to be over – no refund of the fee will be given

MSA Rider Training reserves the right to change or alter the course or event structure as it deems necessary. However, MSA Rider Training will endeavour to maintain the same level of quality & value where applicable.

Customer Health & Fitness

The customer acknowledges that the courses provided by MSA Rider Training can be physically demanding and require an appropriate level of fitness and good health.

The customer will, prior to the commencement of any course, inform MSA Rider Training of any relevant medical conditions that could affect him/her or others whilst undertaking the course.

Motorcycle and Equipment Provision

Where included in the price paid by the customer, MSA Rider Training will provide a motorcycle for the duration of the course. Every effort will be made to provide the customer with the model of motorcycle requested but MSA Rider Training may substitute alternative models. Any motorcycle so provided will be road legal and have been checked by MSA Rider Training prior to the commencement of the course. The customer must inform MSA Rider Training immediately of any concerns relating to the operation of the motorcycle or any accident or incident that may affect the safe operation of the motorcycle.

MSA Rider Training may provide, at the request of the customer, protective helmet, clothing and boots for the duration of the course. The provision of such equipment is complimentary. MSA Rider Training accepts no liability or responsibility for any injuries that may occur from the provision or non-provision of these items.

Customer's own motorcycle

Customers may only use their own motorcycle on a course where such use has been agreed in writing in advance by MSA Rider Training. The customer will sign a suitable disclaimer in respect of the use of their own motorcycle and will be responsible for any loss or damage, to the motorcycle or to any other property or third party, by him/her or the motorcycle.

The customer must ensure that the motorcycle is taxed, with valid insurance covering the activities being undertaken on the course. MSA Rider Training may refuse or withdraw the customer's right to use their own motorcycle where it is not satisfied as to the condition of the vehicle or that valid insurance is in place – no refund will be made.

MSA Rider Training will not be liable for any loss or damage to the customer's motorcycle no matter how it is caused.

The customer is responsible for any costs of recovery or repair to their motorcycle whilst partaking in the course.

Minimum Equipment Standards

Any protective clothing, boots or helmet (EC2205 or equivalent) provided by the customer must be in good condition and MSA Rider Training may refuse access to the course if such equipment (or its condition) does not meet its minimum standard or is not correctly used – no refund will be made.

Safety and Instruction

Motorcycling is an inherently dangerous activity. The safety of customers and staff is a priority for MSA Rider Training and, therefore, each customer is required to comply with all safety guidance and any instructions given by MSA Rider Training's staff at all times.

MSA Rider Training reserves the right to require any customer to leave the course or transfer to a different level of course if it believes that it is unsafe for him/her (or other customers who may be affected) to continue or if s/he persistently fails to follow instructions given to him/her by MSA Rider Training's staff. In the event that the customer is required to leave for such a reason no refund or alternative course will be offered.

Every customer has a duty to behave with due regard to the inherent risks of motorcycling and to mitigate such risks. In particular, the customer is expected to respect the requirement of MSA Rider Training and other customers to enjoy a safe and well co-ordinated experience. MSA Rider Training may require the customer to withdraw from the course where the customer's behaviour is unsuitable (in particular, behaviour which is dangerous or disruptive and places at risk the customer's own safety or the safety of others). Any damage to property or equipment as a result of inappropriate behaviour will be a liability of the customer and recovered from him/her.

Personal Information

The customer acknowledges that MSA Rider Training will record details of the customer's licence and other documentation and store personal details as part of its business. The customer authorises MSA Rider Training to make such (paper and electronic) copies and to hold the copies and other personal information securely. The customer agrees that MSA Rider Training may be required to pass this information to the Road Safety Authority to log course completion in accordance with legal requirements laid down by the Road Safety Authority.

The customer authorises MSA Rider Training to make contact via email, phone and by letter in respect of any booking or proposed booking and to make the customer aware of MSA Rider Training's future courses and activities.

The customer agrees to not use any film footage taken other than for personal use – film footage must not be published in any medium, e.g. internet, etc., under any circumstances. The customer agrees to seek permission for filming from other people who may be present before any filming commences.

Liability

MSA Rider Training shall not be liable under any circumstances for any loss, damage, costs or expenses suffered or incurred by the Customer (whether direct, indirect or consequential) arising from, or in any way connected with any course or its failure to provide or deliver the course or any part of the course.

Notices

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of MSA Rider Training or the known home address of the Customer upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent

Severability

If any of the provisions of these Terms and Conditions shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws