

## The Serious Stuff . . .

As with all good things in life, there are a few terms and conditions that you need to be aware of. If you have any questions regarding any of the points below, please do not hesitate to call us on 06 326 9606 to discuss.

### 1. Health & Safety

StayUpright.co.nz Ltd runs a robust health and safety programme. In line with this, Customers must ensure that appropriate clothing is worn to their course. Clothing should be as follows:

1. Full length trousers such as jeans (no shorts, skirts or ¾ trousers)
2. Full length sleeves such as a sturdy jacket (no short sleeve shirts, t-shirts or singlets)
3. Fully enclosed shoes such as boots or running shoes (no sandals, jandals or high heels)

StayUpright.co.nz Ltd will provide Customers with a hair net, helmet and high visibility vest – all of these items must be worn. Customers may provide their own helmet if they wish.

Customers will be provided with a brief around our health and safety on the course prior to riding and you will be briefed on the operation of the motorcycle and also the course by our Instructors prior to riding.

### 2. Reservations & Payment

Payment is due on the day of the course, prior to riding. Payment can be made by either Eftpos or Cash – note that we do not accept credit cards or cheques as a means of payment.

### 3. Cancellations & Refunds

At StayUpright.co.nz we recognise that circumstances occasionally arise that require Customers to change their arrangements. However time and resources are a valuable commodity. If Customers give us at least 48 hours notice prior to commencement of their course we are happy to re-book their course for a future date at no additional cost to the Customer. If the Customer does not provide us with 48 hours notice, an admin fee of not less than half of the cost of the course will be payable.

The training fees will be payable in full to StayUpright.co.nz by the Customer under the following circumstances:

1. Failure by the Customer to attend the course for any reason (excluding prior notice in accordance with the above cancellation policy)
2. Cancellation of your course within 24 hours of the course time and day.
3. Failure by the Customer to present the necessary documentation at the time of the course or inappropriate clothing is worn to the course (see above Health & Safety policy).
4. During your course, if you decide not to continue with your training, then no refund of the course cost is given.

The Instructor retains the right to withdraw the Customer from the intended course or practical test if the Instructor believes that the required standards of safety and control will not or have not been achieved. Where applicable an alternative course may be substituted to enable the Customer to acquire the necessary level of competence. Your Instructor will discuss this with you as appropriate.

We cannot guarantee that the Customer will be awarded a Motorcycle Basic Handling Skills Certificate, though where a Customer has booked in for a Riding for Newbie's course or a comparable lesson, our Instructors will work with the Customer to try to achieve the best possible outcome. We take no responsibility for a Customer's riding not reaching the required standards of safety and control.

### 4. Adverse Weather

Training takes place rain or shine. Lessons may be rescheduled when severe conditions warrant. StayUpright.co.nz Ltd will contact you in event of a cancellation.

### 5. Trainee Conduct

Trainees are responsible for always acting in accordance with the directions and advice given to them by their Instructor during their training session. Customers are also responsible for making sure that they are adequately dressed and protected for motorcycle riding (per the above policy around Health and Safety). You are obliged to inform us of any physical condition or otherwise that could adversely affect safety or training i.e., missing or false limbs, recovering from surgery or injury etc. Where applicable, StayUpright.co.nz Ltd may request a medical certificate from your doctor or specialist.

StayUpright.co.nz Ltd has the right to refuse a Customer if the safety of the Customer other Customers or Instructors/Staff attending or machinery may be compromised.

Dangerous riding and inappropriate speeding will not be tolerated. You will accept full responsibility for your actions. StayUpright.co.nz Ltd will not be accountable for any accident or incident that may occur during the training. You must operate your motorcycle according to current legislation when riding on public roads including the use of all appropriate personal protective equipment and headlight.

The Instructor has the right to halt or suspend training of a customer if he/she believes the Customer is incapacitated in

any way through drink or drugs, or fails to comply with instructions or safety standards.

#### **6. Property and Equipment**

On selected Courses, StayUpright.co.nz Ltd will supply the training motorcycle. In the event that a Customer chooses to use their own machine for training purposes, it must be in roadworthy condition and comply with all current regulations and legislation, and if necessary display the current regulation "L" plates. StayUpright.co.nz Ltd reserves the right to refuse to train a Customer on their own machine in line with our company Health & Safety policy.

StayUpright.co.nz Ltd accepts no responsibility for any loss or damage, for any reason, to any Customer's personal property. Any damage caused to a Customer's own motorcycle whilst being used for training purposes is the responsibility of the Customer.

All equipment loaned free of charge or hired to the Customer must be treated with care and respect. If damage

or loss is caused by willful neglect or misuse then a charge of not more than the loss incurred by StayUpright.co.nz will be payable by the Customer.

#### **7. Safety and Responsibilities**

Statistics show that motorcycle riding by its very nature, involves a higher degree of personal risk and injury, than is associated with driving a car. In booking a course or a lesson, the Customer must accept these attendant risks and hazards.

Although every effort is made to ensure Customer safety during the course / lesson, Customers must realistically accept that there is a small possibility that an accident may occur that causes injury. Unless shown to be deliberately negligent, the Instructor and/or StayUpright.co.nz Ltd is NOT liable for any expenses, loss, damage or injury incurred by the Customer as a result of any accident that may occur. Please refer to our Waiver form which is to be read and accepted prior to the lesson/course commences.

*When you book with StayUpright.co.nz Ltd, you are deemed to accept the above terms and conditions.*