

## **DRAGON RIDER CYMRU TERMS AND CONDITIONS**

### **A. COURSE AIM**

The completion of a Dragon Rider Cymru course will give the candidate the opportunity to expand theoretical knowledge and increase physical on-road motorcycle skills.

### **B. OVERVIEW OF THE SERVICE**

Group theory session of three hours along with other candidates.

Two to one or one to one candidate/trainer on-road coaching for seven hours in line with the cancellation policy.

The course is available at no cost to the candidate (local authority subsidy of approximately £95) subject to cancellation fees as set out in these terms.

Conditions that apply for grant of local authority subsidy

Respond to questionnaires

Agree to DVLA licence checks

Your motorcycle meets with required standard (MOT)

You must have appropriate Motorcycle Insurance

### **C. DEFINITIONS**

The Dragon Rider Cymru course means a post-test training scheme aimed at riders who have recently passed their test, who have recently come back to riding after a break, riders who are moving onto a more powerful motorcycle riders who want to get an assessment of their riding ability, which has been designed to develop theoretical and practical motorcycling skills.

### **D. BOOKING**

Candidates may enquire and book the courses online via [www.carmarthenshire.gov.wales/motorcycling](http://www.carmarthenshire.gov.wales/motorcycling), by telephone on 01267 228285 or email [roadsafety@carmarthenshire.gov.uk](mailto:roadsafety@carmarthenshire.gov.uk).

### **E. DISCUSSION FORUM**

The candidate will be required to attend a discussion forum at a nominated venue where a three-hour interactive presentation will be delivered.

### **F. ON-ROAD SESSION**

Following the theory session the candidate will be paired with another candidate for the on-road training session.

## **Terms and Conditions**

### **1. CONFIDENTIALITY**

1.1 Carmarthenshire County Council (CCC) undertakes to keep secret and strictly confidential and shall not disclose confidential information to any third party without the candidate's prior written consent.

1.2 Nothing in these terms and conditions shall prevent CCC from disclosing confidential information where it is required to do so by judicial, administrative, Governmental, or regulatory process in connection with any action suit, proceedings, claim or otherwise by applicable law.

1.3 The candidate consents to CCC holding and processing data relating to Dragon Rider Cymru to any regulatory authorities, governmental organisations and DVLA.

### **2. LEGAL REQUIREMENTS FOR ON ROAD TRAINING**

2.1 Every candidate who wishes to undergo driver training on public roads must be the holder of a current driving licence covering the appropriate vehicle group and is not disqualified from holding such a licence. The candidate is therefore required to notify CCC should the position change at anytime during the course.

2.2 The trainer will examine driving licences before each on-road training course commences. Candidates not producing a valid driving licence will not be trained on that day and unless a replacement participant is found within a reasonable time on that day the cancellation policy will apply.

2.3 You must supply your own vehicle for the on-road practical element of Dragon Rider Cymru. The trainer will examine your MOT and Insurance Certificates before each on-road training course commences. Vehicle checks will also be carried out by the trainer.

### **3. INSURANCE**

3.1 The trainer will be in possession of Public Liability insurance with an indemnity limit of £5m.

3.2 The trainer will also have Professional Indemnity insurance with an indemnity limit of £3m. A copy of either certificate can be examined on request from CCC.

#### **4. PAYMENT**

4.1 The candidate is offered a place on the course at no cost. The full cost of approximately £95 will be subsidised by CCC which will be subject to the candidate satisfying the relevant conditions as set out in these terms.

#### **5. CANCELLATION POLICY**

5.1 A candidate failing to turn up on the theory session is given the opportunity to attend a later course on paying a rebooking fee of £10. A candidate who attends the theory session but fails to attend on the day of the on-road session will be given the opportunity to re-attend the on-road session on payment of a £10 rebooking fee. If this cancellation is less than 24 hours before the start date of the prearranged on-road course then a £30 cancellation and £10 rebooking fee applies.

5.2 Failing to turn up to either session is allowed once only, thereafter the candidate will pay the £95 subsidised fee to attend the next available course. Should one candidate fail to turn up for the on-road session, training will continue on a one to one basis.

#### **6. DURATION AND TERMINATION OF AGREEMENT**

6.1 The candidate will agree for CCC to enquire with the DVLA as to the categories, currency and details of violations recorded on the candidate's driving licence.

#### **7. REPORT OF PARTICIPATION**

7.1 On successful completion of the course the candidate will receive a certificate, which will allow insurance discounts as outlined by DVSA Enhanced Rider Scheme.

#### **8. CONTACT/BOOKING PROCESS**

8.1 Telephone number 01267 228285 is in place for candidate booking and enquiry only. Candidates will also be able to book online via [www.carmarthenshire.gov.wales/motorcycling](http://www.carmarthenshire.gov.wales/motorcycling).

#### **9. FEEDBACK**

9.1 Each candidate will be given the opportunity to complete a feedback form in relation to the course. This feedback will contain questions relating to the service provided by each trainer. This feedback will be recorded and used to measure the effect of the project and the performance of each trainer. Each trainer will be given a feedback on performance at regular intervals.

#### **10. PROVISION OF TRAINING**

10.1 The provision of the training will be as that laid down in the Driver and Vehicle Standards Agency Enhanced Rider Scheme guidance notes, and the requirements of CCC as it relates to the provision of the instruction. To this end each Trainer is expected to give a demonstration ride for the candidates, that includes a commentary.

#### **11. QUALITY CONTROL**

11.1 CCC will carry out checks with each trainer at regular intervals to ensure the training given, the content of the course, and the demonstration ride and commentary are of a standard expected of Dragon Rider Cymru Trainers. CCC should be informed of any issues or complaints about a participating Trainer within two days of the completion of a course.

#### **12. LIMITATION OF LIABILITY**

12.1 The liability of CCC in respect of any and all claims (whether in contract, tort, or otherwise) arising out of or in connection with this Agreement shall be capped at the sum of £5 million in respect of third party liability and £3 million in respect of professional liability.

12.2 Notwithstanding anything else contained in this Agreement, in no event shall either party be liable to the other for:

12.2.1 loss of profit, business, goodwill, revenue or anticipated savings

12.2.2 special, indirect or consequential loss or damage; and

12.2.3 loss of damage to date or information; howsoever caused (except in the case of fraud).

#### **13. NOTICES**

13.1 Any notice to be given under any Agreement shall either be delivered personally or sent by first class recorded delivery post (airmail if overseas) or electronic mail or full rate telegram or special messenger service (e.g. Airborne, Federal Express).

The address for service of each party shall be its registered office or such other address as either party may previously have notified to the other party in writing.

**14. LAW**

14.1 The candidate submits to the non-exclusive jurisdiction of the English and Welsh courts and agrees that any Agreement is to be governed and construed in accordance with the law of England and Wales.

**15. GENERAL PROVISIONS**

15.1 Each party agrees that in providing the other with information under the terms of any Agreement, it is not, and will not be in breach of the Data Protection Act 1998 and all subordinate legislation relating thereto.

**Dragon Rider Cymru – Candidate Terms and Conditions**

I have read and understand and I agree to abide by the terms and conditions as laid out in the Dragon Rider Cymru Candidate Terms and Conditions.

**NB: Courses will not be allocated to any candidate until such time as a signed copy of these terms and conditions has been received and verified by Carmarthenshire County Council**

Name (print in block capitals)	
Address (print in block capitals)	
Contact number (day)	
E-mail address	

Signature

Date

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