

# **Bookings – Terms and Conditions**

**Important:** By booking a course with Cycle Right, you agree to these Terms and Conditions. Please read them carefully before booking.

These Terms and Conditions apply to all motorcycle training and assessment services provided by Cycle Right Pty Ltd as trustee for the Cycle Right Trust (abn 37 132 137 613) trading as Cycle Right, an approved Queensland Q-Ride training provider, operating in accordance with the requirements of Queensland Transport and Main Roads (TMR).

By booking, attending, or participating in any training or assessment, you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions, including Annexures A and B.

## **1. Scope of Services**

Cycle Right provides professional motorcycle training and assessment services only. It is not a facility for casual or recreational riding.

All training and assessments are conducted in accordance with:

- Transport Operations (Road Use Management) Act 1995 (Qld)
- Q-Ride Scheme Conditions
- TMR policies, procedures, and audit requirements

## **2. Eligibility and Participant Declarations**

### **Participant Eligibility**

Participants are solely responsible for ensuring they meet all eligibility requirements set by the Department of Transport and Main Roads (TMR) for the course they are enrolling in.

A participant will be considered not eligible for a course if they do not meet TMR requirements, including but not limited to:

- Not meeting the minimum required timeframes between courses
- Not holding a Restricted (RE) Learner Licence (REL) for at least 90 days prior to enrolling in an RE course
- Not completing the Hazard Perception Test prior to commencement of an RE course
- Not holding an RE licence for a minimum of two years prior to enrolling in an R class course
- International and Interstate License Holders must provide a Letter of Eligibility from a Customer Service Centre for correct course selection prior to booking their course.

While Cycle Right may, at its discretion, make reasonable checks regarding eligibility, Cycle Right does not guarantee eligibility and accepts no responsibility for a participant's failure to meet TMR requirements.

**Participants must independently confirm their eligibility prior to booking.**

For current and complete eligibility requirements, participants should refer to the Department of Transport and Main Roads website.

### **3. Payment and Booking**

- Full payment or a minimum \$100 deposit is required at the time of booking.
- Full payment must be received prior to course commencement unless otherwise agreed.
- All fees are in Australian dollars and include GST unless stated otherwise.
- Fees may change at any time; confirmed bookings are not affected.
- Buy Now Pay Later options (e.g., Afterpay and Zippay) are accepted.

#### **Participant Agreement (Online and In-Person Bookings)**

By completing an online booking, you:

- Acknowledge that you have read, understood and agree to be bound by the Cycle Right Terms & Conditions, including Annexures A and B.
- For walk-in or in-person bookings, participants are required to read and sign the Cycle Right Terms & Conditions, including Annexures A and B, prior to course commencement.

**Note:** Bookings cannot be completed and training will not commence, unless this acknowledgement or signed agreement is received.

### **4. Cancellations, Transfers, and Non-Attendance**

#### **Customer Cancellations**

- More than 7 days' notice: Refund less \$25 administration fee (GST inclusive)
- 7 days or less: No refund and no transfer
- No refunds for change of mind, late arrival, incomplete participation, or missing requirements

#### **Transfers**

- Allowed if requested at least 7 days before the course
- Subject to availability
- \$25 administration fee applies
- Sickness transfers require a doctor's certificate dated on the course day and submitted within 2 business days
- Limited to one transfer per booking

#### **Non-Attendance or Late Arrival**

- Arriving more than 10 minutes late or returning late from a break is considered non-attendance
- Fees are forfeited and non-transferable
- A new booking and full payment are required

#### **Cycle Right Cancellations**

Cycle Right may cancel or reschedule due to weather, safety, instructor availability, or operational reasons. In this case, you will be offered a full refund or an alternative date.

### **5. Attendance, Conduct, and Safety Compliance**

Participants must:

- Arrive on time and remain for the full course
- Be physically and mentally fit to ride
- Follow all instructor directions immediately and without question
- Comply with all site rules and safety requirements

#### **Protective Equipment**

- Helmets must comply with **AS1698** or **ECE 22.06**
- Protective clothing must meet Cycle Right and/or TMR requirements

## **Safety and Risk**

Motorcycle training is inherently hazardous. Participation is entirely at the participant's own risk, including the risk of serious injury or death.

Cycle Right may, at its absolute discretion, deem a participant unfit to ride and suspend or terminate participation without refund if safety is or may be compromised.

## **Refusal or Termination of Service**

Cycle Right reserve the right to refuse or terminate service where:

- Participation poses a safety risk and or is unsafe to themselves and others
- Instructions are not followed
- Behaviour is abusive, aggressive, disrespectful or discriminatory
- False or misleading information is provided
- Safety attire is not worn correctly
- Participants may be removed from the course without refund for misconduct or non-compliance.

## **6. Drugs, Alcohol, and Fitness to Ride**

**Zero-tolerance policy: Participants must not participate while affected by:**

- Alcohol
- Illegal drugs
- Prescription medication that may impair riding ability
- Medicinal cannabis or marijuana, regardless of prescription or legal status

Cycle Right may remove you from training based on observation alone if impairment is suspected. In such cases, all fees are forfeited and no refund will be issued.

## **7. Medical Fitness**

Participants must disclose any medical condition, injury, disability, or medication that may affect safe riding. Cycle Right may request medical clearance or refuse service if safety is compromised.

## **8. Refunds (No-Refund Circumstances)**

No refunds are provided for:

- Ineligibility or missing drivers licence requirements
- Suspended or cancelled licences
- Being deemed unfit to ride
- Motorcycle mechanical issues
- Traffic delays or weather
- Incorrect attire
- Wrong course or training location
- Failure to achieve competency
- Insufficient English comprehension affecting safety
- Failure to attend, late arrival, or incomplete participation
- Change of mind

Refunds, where applicable, are processed via the original payment method. BNPL refunds may incur third-party fees.

## **9. Rider Size and Equipment Suitability**

### **Training motorcycles**

Motorcycles have manufacturer-defined size and weight limits. Instructors will assess whether a motorcycle is suitable for each participant.

If a rider cannot safely control the motorcycle due to incorrect size, training may be declined or discontinued in the interest of safety.

Rebooking may be required with the participant supplying their own Motorcycle if this is the case.

### **Person Protection Equipment**

Training helmets and gloves are available up to XXXL only. Larger sizes must be supplied by the participant. Training motorcycle jackets are available up to 8XL.

Participants requiring sizes beyond the available range will be required to supply their own compliant safety equipment.

## **10. Weather Conditions**

Training generally proceeds in wet weather. However, training may be paused, modified or cancelled due to unsafe conditions, including but not limited to:

- Heavy rain causing flooding
- Thunderstorms, lightning or hail
- High winds
- Poor visibility

The determination of whether conditions are safe for training will be made at the discretion of the ART, with participant safety as the primary consideration.

Participants will be notified of cancellations or delays at least one hour prior where possible.

## **11. Q-Ride Assessments**

Cycle Right Q-Ride courses are competency-based and designed to assess your ability to meet the Transport and Main Roads (TMR) standards.

All participants should understand that course outcomes are based solely on demonstrated competency to meet the TMR standard.

- Instructors and assessors act independently and objectively
- Results cannot be altered, negotiated, or guaranteed
- Courses are competency-based; there is no guaranteed pass
- Additional training may be required if competency is not achieved and will require further payment for that training
- Assessment outcomes may be reported to TMR in accordance with Q-Ride requirements

Completion timeframes:

- Pre-Learner & RE: Must be completed within 30 days of enrolment
- R Class: Must be completed on the scheduled day

Failure to achieve competency may require training and reassessing within the above completion timeframes.

## **12. Penalty Notices**

Participants are responsible for adhering to all road rules in Queensland while riding a Cycle Right motorcycle.

- If a penalty notice is issued due to your riding behaviour, Cycle Right will nominate you as the rider responsible at the time of the offence.
- You will receive an email notification from Cycle Right advising that:
  - A penalty notice has been received, and
  - You have been nominated as the responsible rider.

### **13. Damage and Insurance**

We take care to maintain our motorcycles and training equipment. Participants are asked to take reasonable care of all Cycle Right equipment and property during training.

Minor damage may be payable on the day, while more significant damage may be payable within 30 days, depending on the circumstances.

- Damage under \$500: Payable on the day
- Damage over \$500: Payable within 30 days

All motorcycle supplied by Cycle Right are registered and covered by CTP insurance and NISQ insurance.

Cycle Right holds third-party property insurance. This cover does not include personal injury or personal belongings.

For general awareness, participants should note that if damage results in an insurance claim, an insurance excess applies:

- \$700 for riders aged 25–75
- \$900 for riders under 25 or over 75

### **14. Personal Property**

Participants are responsible for their own belongings. Cycle Right accepts no responsibility for loss, theft, or damage.

### **15. Privacy and CCTV**

Personal information is handled in accordance with the *Privacy Act 1988 (Cth)*. CCTV operates on-site for safety and compliance.

### **16. Replacement Certificates**

Replacement hard-copy certificates are available for a \$25 fee (GST inclusive). The lost or destroyed certificate declaration will need to be signed by the participant before a new certificate can be issued.

### **17. Legal Provisions**

These sections (Amendments, Governing Law, Limitation of Liability, Release & Indemnity, Risk Waiver, and Participant Agreement) remain legally effective as written and are incorporated into this agreement in full.

## **Annexure A – Release and Indemnity Agreement**

### **Assumption of Risk**

Participation in motorcycle training, tuition or assessment is inherently dangerous and may result in:

- Serious physical injury
- Psychological harm
- Property damage
- Permanent disability
- Death

### **Premises and Conditions**

- Training premises, tracks, and riding surfaces may be hazardous and may change without warning or predictability.
- Conditions may include uneven surfaces, debris, wet or slippery areas or other hazards.
- Participants accept these risks and choose to participate despite them.

### **Compliance and Safety**

- Obligation to myself and others to ride safely and responsibly.
- Strictly follow all instructions, directions, safety briefings and signage provided by Cycle Right instructors or staff.
- Failure to comply may result in immediate removal from training without refund.

### **Instructor Discretion**

- Cycle Right instructors or representatives may be required to make decisions under pressure and are final and are in the interests of Safety.
- Cycle Right Instructors may deem me unfit to ride at any time and remove me from training without refund

### **Release of Liability**

To the fullest extent permitted by law, I hereby release Cycle Right, its directors, officers, employees, contractors, instructors, agents, and representatives (“Released Parties”) from any and all liability for any loss, damage, injury or death suffered by me or any person claiming through me, arising directly or indirectly from:

- my participation in any training, tuition, assessment or course; or
- my attendance at or use of Cycle Right premises or equipment

This release applies whether or not the loss arises from negligence, breach of contract, or statutory duty to the extent permitted by law.

### **Personal Property**

Participants acknowledge and accept all risks to their personal equipment and belongings.

## **Annexure B – Risk Warning and Waiver**

### **Risk Warning – Motorcycle Training Activities**

I understand and acknowledge that motorcycle training and riding activities involve obvious, inherent, and significant risks, including but are not limited to:

- Loss of motorcycle control
- Mechanical or equipment failure
- Collisions with objects, vehicles, or other riders
- Adverse or unpredictable weather conditions
- Rider error, misjudgement or fatigue
- Surface hazards or changing track conditions

### **Waiver and Acceptance of Risk**

- Participation in all activities is voluntary, and I knowingly accept all risks associated with participation.
- Cycle Right makes no warranties or guarantees regarding my safety or course outcomes.
- To the fullest extent permitted by law, Cycle Right is not liable for any injury, death, loss, or damage arising from participation.
- Participants must follow all instructions, signage, and safety requirements at all times.
- Participants must not participate while impaired by alcohol, drugs, or medication.
- If I use my own motorcycle or equipment, I warrant that it is roadworthy, compliant and safe to use.
- I indemnify Cycle Right for any resulting liability.
- This waiver applies to all participation, including training, assessment, breaks and presence on Cycle Right premises.

### **Acknowledgment**

By accepting this waiver (electronically or in writing) confirms that I fully understand and accept its terms.

### **Summary for Participants**

- **Annexure A:** I release and indemnify Cycle Right and accept all risks of participation.
- **Annexure B:** I acknowledge that motorcycle training is high-risk and voluntary, and Cycle Right not liable to the fullest extent permitted by law.