

## **BURTON & DISTRICT SPORTING MOTORCYCLE CLUB**

### **TERMS AND CONDITIONS**

**(TO BE READ IN CONJUNCTION WITH THE CLUB CONSTITUTION, ACU HANDBOOK  
AND REFERENCE TO THE WEBSITES DETAILED HEREIN)**

#### **References**

The Burton & District Sporting Motorcycle Club will be hereinafter referred to as “the club”.  
Coaches, representatives of “the club” and committee members will hereinafter be referred to as “the committee”  
Auto Cycle Union will hereinafter be referred to as the “ACU”  
Terms and Conditions will hereinafter be referred to as T&C”  
The Burton & District Sporting Motorcycle Club’s Constitution will be hereinafter referred to as the “Constitution”  
Fee- paying participants,(their parent/s or guardian/s if the rider is under 18 years of age) will be hereinafter referred to either “rider/s” or “member/s”

#### **1. Best Practice and Objectives**

Please refer to Section 10.1-6 of the Constitution

#### **2. Availability of Venue**

Please refer to Section 11.1-5 of the Constitution

#### **3. Training**

- a) All training sessions will be run by ACU Qualified club coaches and assessment of the individual will be obtained prior to booking ie; riding experience, that the machine complies with the appropriate age group capacity (for the purpose of grouping into the appropriate training session)
- b) Suitable Protective clothing must be worn and the machine being used must conform to all ACU Regulations for the individual discipline.
- c) Participants of known ability will only be permitted to attend training sessions at the discretion of the ACU coaches and senior club officials.
- d) The club reserves the right to refuse any rider who is in breach of any of the rules or regulations laid down by the Governing Body. Please also refer to Section 10.7 and 10.8 of the Constitution

#### **4. Booking**

- a) The “club” is restricted to the number of participants they can accept per training session. It is advisable to pre-book at least three days in advance (By telephone or email – see [www.burtonmotox.com](http://www.burtonmotox.com) for details).
- b) The “club” cannot guarantee a space to be available without prior notification of attendance.
- c) A minimum entry form is required to be completed prior to training with a fee payable (inclusive of Third party Liability insurance) (refer to T&C 6. Fees payable)
- d) The Entry form and payment must be presented to the Secretary at the time of signing on.
- e) By signing the entry form, the rider, his/her parents or guardians (if under 18 years of age) accepts the terms of the declaration and acknowledgment of the risk of motorsports.
- e) Any rider who is under 18 years of age must be accompanied by an adult (parent or guardian) at all times.
- f) Taking part in the training session is subject to the aforementioned being complied with.
- g) Proof of age must be provided at the first session.

#### **5. Membership**

Please refer to Section 6-6.7 of the Constitution and the ACU Discrimination Policy as detailed on the ACU website [www.acu.org.uk](http://www.acu.org.uk).

#### **6. Fees Payable**

- a) A fee per rider shall be payable before taking part in training which includes an insurance premium for Third Party Liability.
- b) The fee does not include personal injury insurance premium and it shall be the responsibility of the rider to take out separate insurance cover.
- c) A change to the fee payable is at the clubs discretion with one months notice to its members
- d) Fees for Project work or hire will be negotiated at the point of booking.

#### **7. Cancellation/Refund of Fees**

- a) 100% refund of the fee payable - 24 hours notice by rider prior to the commencement of the training session.
- b) 100% refund of the fee payable – 24 hours notice by the club prior to the commencement of the training session.
- c) All other refunds are at the discretion of the club should they deem it necessary to cancel part or the whole of the session on the day of training for reasons of force majeure or urgent reasons of safety.

#### **8. Hire of Facility to a Third Party**

- a) The club will only hire to Commercial Ventures or professional organisations who must comply and satisfy the members of the committee that all necessary paperwork is in place to meet with regulations laid down by the

Governing Body (ACU) ie. Insurance (public liability and third party), coaching qualifications, CRB/ISA checks; that they operate under a "best practice" policy, and that a child protection policy is in place and the policy is agreed in relation to Equal Opportunities and Unacceptable Behaviour.

- b) The hirer must also provide details of the purpose and objectives to evidence that they will use the facility for youth development and training only.
- c) The club reserves the right to refuse the request to hire if the above conditions are not met.
- d) Racing or practice days are strictly prohibited.
- e) Agreement to hire to a third party will be subject to separate T&C.

#### **9. ACU Regulations**

- a) All training sessions are held under the National Sporting Code of the ACU, the Standing Regulations, Supplementary Regulations and any final instructions issued (The ACU Handbook is available to view at all sessions). (Also refer to T&C3d). Special reference is made to Environmental and Noise Regulations.

#### **10. Damage to Property**

The ACU, their Agents or Representatives, Landowner, the club or any individual connected with the club activities shall not be held responsible for any property left unattended on the premises and will not be liable for any damage sustained to machinery, equipment, vehicles, personal possessions before, during, or after any training session.

#### **11. Data Protection Act 1998**

Limited personal information will be kept on file and held securely in accordance with the Data Protection Act 1998. This information is deemed adequate, relevant and not excessive.

#### **12. ACU Licence**

For the purposes of training, it is not mandatory for a rider to hold an ACU Licence

#### **13. Medical Conditions**

- a) The onus is on the rider to disclose any drugs or medical condition which may affect his/her ability to take part in the training sessions
- b) The club reserves the right to request the rider provide written confirmation from his/her medical practitioner/hospital specialist that he/she is fit for the purpose of taking part in a motorsport related activity.

#### **14. Directional and Warning Signs**

- a) Speed restrictions, prohibited and specified areas apply to the training venue
- b) All persons on site must conform and act accordingly to the instructions given.

#### **15. Evacuation Procedure**

- a) Assembly Points will be assigned for the purpose of evacuation.
- b) The procedure of evacuation will be displayed at the signing on point.
- c) For the purposes of accurate headcount in the event of an emergency, all persons must present themselves to the Secretary to record their attendance on site.

#### **16. Hire of Machines**

- a) Machines can be hired for an additional fee, subject to prior booking and completion of a separate hire agreement form. Hire of the machine, period of hire, and fee payable is at the club discretion. The club reserves the right to operate a "fair usage" policy for continuous hire by an individual. Continuous hire to an individual will be reviewed every four weeks with the right to charge additional fees for further hire, (also see Section 12 of the Constitution).

#### **17. Environmental and Noise Regulations**

- a) The club reserves the right to sound test any machine without notice where it is considered that the noise level may exceed the levels set out in the current ACU Handbook. Owners/Rider of any machine tested and found to be exceeding the required db(A) levels, will not be permitted to continue the training session. Conditions relevant to after market modification to any machine which may cause contravention of the noise/sound regulations can be applied at any time by the club and its officials.

