### Cancellation Policy for Bikeability Training

***(To be added to standard cancellation terms, booking forms and comms)***

**November 2022**

These terms set out the standard cancellation policy adopted by the Bikeability Trust and shall be applicable to all Bikeability training courses unless grant recipients and training providers have equivalent cancellation policies to protect instructor pay and training provider income, which have been agreed between the parties. All monies received via cancellation pay should be passed to instructors and training providers as soon as reasonably possible.

Where grant recipients do not have their own cancellation policy, these terms should be included in any contract/agreement with training providers.

Similarly, training providers should state this policy during the booking process and inform schools / organisations of this policy (or equivalent terms where these are agreed). See the school booking form checklist.

Grant recipients are expected to support training providers make reasonable steps to ensure full attendance at bikeability courses. Training providers will also try to make reasonable alternative delivery arrangements where possible to ensure that course participants do not miss out on bikeability training unnecessarily.

It is appreciated, however, that from time-to-time events have to be postponed or cancelled altogether. Where this is the case, it should be dealt with in accordance with this policy.

**Cancellation by schools/organisations:**

It is understood that occasionally a whole booked course is cancelled. If a course is cancelled in its entirety the following shall apply:

| **Time of cancellation before the training start date** | **Cancellation charge** |
| --- | --- |
| More than 4 weeks | No charge |
| Less than 4 weeks | 50% of the course costs, provided the training provider using reasonable endeavours cannot find an alternate school / organisation to fulfil the booking slot. Training provider shall use reasonable endeavours to secure an alternate booking for the cancelled training session |
| Less than 14 days | 100% of the course costs, provided the training provider using reasonable endeavours cannot find an alternate school / organisation to fulfil the booking slot. Training provider shall use reasonable endeavours to secure an alternate booking for the cancelled training session |

Training providers shall invoice the school / organisation directly for any sums due in accordance with the notice periods stated above. There shall be no requirement to report via Link.

There shall be no charge to the school where cancellation is due to:

* Unannounced Ofsted Inspection
* Public health mandated closure of school
* A force majeure event

**Instructor cancellation:**

Where training providers are using freelance, self-employed or limited hours contracts for fulfilling Bikeability training by engaging independent instructors, it is recommended that all contracts contain service cancellation clauses. These should include provisions detailing the following:

* Once a booking is accepted, whether there are any acceptable conditions for cancellation by the instructor
* That the instructor and training provider should co-operate and use all reasonable endeavours to find a suitable alternative instructor to fulfil the booking
* If an instructor unreasonably refuses an alternative booking, that no cancellation pay may be due

**Training provider cancellation:**

Where training providers are using freelance, self-employed or limited hours contracts for fulfilling bikeability training by engaging independent instructors, it is recommended that contracts have clauses that make it clear on the cancellations of service by the training provider. These should include provisions detailing the following:

* Once a booking is accepted, whether there are any acceptable conditions for cancellation by the training provider, and what level of cancellation pay is offered
* That in the event of a co-instructor cancelling, the training provider will use reasonable endeavours to find an alternative instructor to fulfil the booking. If they are unable to secure a suitable alternative instructor to fulfil the booking, they will offer alternative sessions to the instructor within a reasonable time frame
* Confirmation of whether the training provider will offer reasonable travel expenses to attend sessions out of the usual area covered by the instructor