



Honda Safety Driving Center

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GENERAL TERMS AND CONDITIONS

The following terms and conditions shall define and govern the training programs/driving safety courses being offered by the Honda Safety Driving Center (HSDC) to the learner.

The LEARNER'S signature on this document or on the duly approved HSDC registration form shall constitute his unconditional and unequivocal agreement, acceptance of, and conformity with, all the terms and conditions herein contained:

I. DEFINITIONS:

As herein used, the following words shall have the following meaning:

1. HSDC means "*Honda Safety Driving Center*". As used herein, HSDC shall be used synonymously with the word "Center".
2. The Learner shall mean the person who has voluntarily applied, registered and enrolled for any specific HSDC training program/course indicated in the HSDC registration form.
3. HSDC Training Program/Course shall refer to any training program, teaching module, methodologies or systems, techniques, instructor's manual, training tools and device, training materials, or any part thereof, conceptualized, adopted, formulated and/or created by HSDC both for two-wheeled or four-wheeled vehicles.
4. Registration Fee. – The fee assessed upon and collected from any learner in payment of training course taken at the Center. It shall include registration fees and other assessment as may be imposed by HSDC upon registration of an applicant to qualify for admission in any given course. It shall likewise include extension fee for training instruction or course beyond the standard period of a given course.
5. "Extension period" means the recommended training and instruction period beyond the standard period specified in the original HSDC registration form, and in which an extension fee is paid.
6. "Extension Fee" means the registration fee imposed by HSDC for the training and instruction period beyond the original period specified in the original HSDC registration form.
7. "Confirmed Reservation" is one where a booking reservation is placed by the Learner for a specific slot in any of training sessions offered by HSDC and the availability of said slot is confirmed by HSDC. No reservation of slot(s) – whether verbal or written – will be allotted to a learner unless payment is made to HSDC.
8. "Student Number" means the specific student control identification number assigned by HSDC to an individual learner.
9. "Training Passport" means the training booklet issued to an individual learner that contains a record of the Learner's training progress while enrolled in HSDC. It shall contain, among others, instructor's notations and comments. Notations, comments or entries made on the Training Passport not signed or validated by HSDC instructors shall not be recognized by the Center.

II. USE OF TRAINING PASSPORT

1. HSDC will issue a Training Passport to the Learner. This Training Passport shall serve as a journal or chronicle of the learner's progress throughout the period of his training at the Center.

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2. HSDC will only recognize notations and comments or entries made by the Center's instructor(s) on the Passport.
3. The Training Passport is non-transferable to other learner or person. Learner must bring the passport everytime he attends any class or session – including theory lessons.
4. In case Training Passport is lost, stolen or damaged, the Learner shall notify the Center -- personally or by mail (or e-mail) of such fact. An administrative fee will be charged upon the Learner for the issuance of a replacement Training Passport.

III. PAYMENT GUIDELINES

1. The Center requires full payment of registration fee prior to its booking or confirmation of any training reservation.
2. Payments may in cash, credit card (VISA/MASTERCARD) or via BPI Express Payment System.
3. Official receipts will be issued for all payment transactions.
4. Amount paid upon registration covers training services for the specified duration of course, training passport, handbooks and Certificate of Completion. The grant of extension period for training program/instruction course shall be subject, among others, to the policy and rules of HSDC, and the payment of appropriate extension fees.
5. All fees assessed and paid to HSDC are non-refundable and non-transferable.

IV. PROCEDURES FOR BOOKING/RESERVATION

1. Learners are required to book at least five (5) working days before their preferred training schedule.
2. Learners will be notified by the Center of his confirmed reservation for a given training course day(s) before the actual training date.
3. Any request by a Learner for re-scheduling of previously booked reservation will be given due course if made at least three (3) working days prior to the start of a given training program schedule, and subject to the availability of such training schedule;
4. In case of cancellation of "confirmed reservation" at the instance of the learner, or in case of failure of the learner to show up during the scheduled training program, HSDC may impose or assess a cancellation fee equivalent to twenty percent (20%) of the fee per class/session for which a "confirmed reservation" has been made.
5. No cancellation fee shall be charged under item 4, when the cancellation or failure of learner to show up is principally due to fortuitous event, such as typhoon, flood, fire, earthquake, or other natural calamities.
6. When the inability or failure of learner is brought about by emergency causes beyond the control of the learner such as hospitalization and other similar causes, no cancellation fee shall be imposed, provided that the Learner submits to HSDC a certificate issued by a medical doctor.
7. In case of cancellation due to causes mentioned in items 5 & 6, the Center may re-schedule booking upon mutual agreement with the Learner.

V. GENERAL GUIDELINES

1. Learner hereby agrees and commits to fully respect, observe, follow, adhere and abide by, all the rules and regulations now or may hereafter be promulgated, implemented or enforced at the Center pertaining to safety, security, health, sanitation, environmental protection, non-disclosure of confidential information, reasonable rules on ethics and conduct, etc. during the course of training.

2. When, in the opinion of HSDC, a Learner, during his application, or at any stage of the HSDC training program, is afflicted with any bodily or physical handicap, sickness, communicable disease, or any form of infirmity that obstructs his vision or physical capacity or poses hazards to his health and safety or to his life or limb or those of HSDC members, fellow trainees or learners, HSDC shall have the prerogative to deny application, or if the training has commenced, to immediately discontinue such training, without incurring any liability or responsibility, except to refund a portion of the enrollment fee already paid to the HSDC.
3. Learners are required to turn-off cellphones or any electronic devices during training.
4. Motorcycle learners will be provided with lockers (lock and key c/o Leaner) where personal effects may be stored while undergoing practical training. HSDC, however, will not be held liable for any theft, vandalism or damage that may occur.
5. Learners must be in proper and decent attire when attending classroom and practical sessions. HSDC shall issue necessary instruction and orientation as to the proper attire before the start of the training program or course.
6. Learner must attain or complete the minimum requirement of each subject or learning stage as determined by the attending instructor before proceeding to the next subject or learning level.
7. The set of courses or curriculum required to complete a training program shall be determined by HSDC. The evaluation of learner's training progress shall be left at the sound discretion and determination of the attending instructor. The extent, duration or number of hours for theoretical sessions, as well as practical training, shall be governed by the rules and regulations of the Center.
8. Pregnant learner shall, at the time of filing her registration form, must fully divulge and disclose her condition. As a general rule, a pregnant learner shall not be admitted for enrollment at any stage of her pregnancy. In exceptional cases, a medical certificate issued by her attending physician may be presented to HSDC and will be valid only for a specific stage of practical training as determined by the Center. In this exceptional case, pregnant learner shall be required to execute a written waiver of claim or liability against the Center.

VI. LICENSING REQUIREMENTS

1. As required by law (R.A. 4136), Learner must secure necessary permit or drivers license with the appropriate restriction code from the Land Transportation Office (LTO) prior to the FIRST STAGE of any practical training.
2. Learner understands that HSDC does not facilitate application of "Students Permit" and/or "Driver's License" with the LTO.
3. Learner agrees to hold the Center, its officers, managers, employees and staff free and harmless from any loss or damage and from any and all claims and expenses incurred or suffered by Learner due to, or as a result of learner's disqualification or non-qualification from applying or obtaining a drivers license, or for failing any test, and/or for any inaccuracy, deficiency, delay, error or omission in connection therewith.

VII. GENERAL RULES FOR LEARNERS

1. Learners are not allowed to enter the training circuit except for training purposes or unless accompanied by the attending HSDC instructor or personnel.
2. Children not enrolled are barred from the training circuit and classrooms. They are only allowed to stay in customer areas, i.e. lobby and cafeteria -- provided that they are accompanied by parent or guardian of legal age.
3. Pets are not allowed inside HSDC premises.
4. The Center is a "NO SMOKING" facility, except in areas specifically designated by HSDC Management.

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5. Any act of vandalism or any act or conduct in violation of any rules pertaining to safety, security, health, sanitation environmental protection, drug testing, or any misdeed or breach of discipline or any act of disrespect or gross display of rude behaviour, or any violation of any of the rules embodied herein, at any stage of training, shall be a ground for the immediate or outright termination of the learner's training.
6. Learner shall not be allowed to attend any lesson or training while under the influence of drugs or alcohol, without prejudice to the right and prerogative of HSDC Management to immediately terminate the training program and expel the Learner from the Center.

VIII. LEARNER'S INDEMNITY

1. The Learner agrees to indemnify the Center and its employees, principals and/or agents for all losses, damages and expenses which the Center may incur, suffer or sustain, directly or indirectly, as a result of any act, omission, fraud, accident, negligence and/or misconduct or breach of any of the terms and conditions herein contained by the Learner or the Learner's representatives and/or agents.
2. The Learner hereby represents and warrants that he is required, at any time during his training to disclose his state of health, or any knowledge of physical or mental infirmity, or disorder, if any.
3. That Learner hereby acknowledges that his non-disclosure of his condition as mentioned in the previous paragraph shall hold him fully answerable, accountable, and liable for any accident, or for actual loss, damage or injury.

IX. DISCLAIMER OF WARRANTIES

The Center disclaims all warranties of any kind, whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement in respect of any services, equipment, vehicles and machinery it provides or utilizes at the Center or elsewhere .

HSDC Management

Conforme :

Printed Name and Signature of Learner

If minor (below 21 years), assisted by :

Printed Name and Signature