



MOTORSPORT EVENTS LTD TERMS & CONDITIONS FOR GIFT VOUCHERS, DRIVING EXPERIENCES & TRACK DAYS

1. Brochure Descriptions and Prices

All descriptions and illustrations in the brochure and/or website are intended to present merely a general idea of the event and should not form part of the contract. All information, prices and claims are correct to the best of our knowledge at the time of going to press and are valid until December 31st 2010. We reserve the right to amend information or prices relating to products in this brochure/website without notice. All prices include V.A.T. at the standard rate unless otherwise stated.

2. Supply of Events

We plan arrangements for your Event many months in advance. Very occasionally changes may be made and we reserve the right to do so. This may involve having to reschedule the timing and/or location of an Event, possibly at short notice, owing to unavailability, booking numbers, safety, technical problems or other factors beyond our control. We cannot be liable for any costs incurred in any of these circumstances. We will try to provide a nearby alternative wherever possible. In the unlikely event that a suitable alternative cannot be found, a full refund will be available.

3. Course Content

We reserve the right to make changes to course contents without notification. All details of our Events are as accurate as possible but we reserve the right to substitute equivalent alternatives in all cases without notice and without liability. Where a lesser alternative is offered or substituted you are entitled to receive maximum compensation equal to the net cost of the element of the Event missed. Session lengths are given as an indication only and normally you will be taking turns with other members of the public. We are not responsible for any increase or decrease in session lengths and cannot be held liable for any costs incurred in these circumstances. In the unlikely instance of any course elements not being completed, the maximum compensation available is limited to the net cost of the element not completed.

4. Payment

Full payment is required at the time of booking. We are unable to reserve places or make provisional bookings unless credit terms have been agreed. We reserve the right to cancel any order where full payment has not been received within credit terms or where payment has defaulted. Any vouchers/places issued in these circumstances become void without further notice and we cannot be held liable for any costs incurred.

5. Supplier's Terms

Upon booking any Event within our brochure/website you or your recipient and guests automatically agree to become bound by the terms and conditions that the individual supplier may have. This is mostly to do with safety. Where there is any conflict in terms, supplier's conditions apply. We cannot and do not accept liability in respect of faulty, unsatisfactory or

non-performance by any supplier, nor any other claim, whether in contract or tort, arising out of the provision of the event by the supplier, any such claim being a matter between you or your recipient and guest and the supplier, provided that no such claim arises by reason of our wilful act, neglect or default.

6. Health, Age Physical and Size restrictions

All events in our brochure/website have certain age, legal, health, physical and size restrictions. These are detailed on the relevant brochure/website page and the information sheets that accompany your voucher. However, if they are not listed or if you are in any doubt as to participant suitability, please call us for advice before booking. We are not responsible and the cost of the Event is non-refundable where these restrictions have been breached.

7. Driving Licences

Prior to being allowed to drive at an event, each driver must show the signing on staff a full and valid driving licence. If it is not produced the participant will not be allowed to drive.

8. Availability and Booking a Date

All Events are offered subject to availability and weather conditions on the day. It may be necessary to book a date for certain Events well in advance due to demand.

We are unable to make provisional reservations. You are advised not to make travel, hotel or other arrangements until your booking has been confirmed. The issue of a "TBA!" voucher does not constitute the confirmation of a particular date and you must refer to the information sheets within your voucher pack to book a date. Where the date is booked directly with Motorsport Events Ltd you will be given a booking confirmation. If you arrive at a venue without first obtaining a booking confirmation you may be turned away. We cannot be held liable for any costs incurred in these circumstances.

9. Weather

We reserve the right to cancel an Event due to adverse weather conditions that would affect your safety. We cannot be held liable for any costs incurred in this circumstance and there will be no refunds. Certain Events are particularly weather dependent and we advise you to call the number on the information sheet before setting out on the day.

10. Safety

Many of the Events featured involve some personal risk. Motorsport Events Ltd and our suppliers require you to sign a disclaimer before they will allow you to take part. By inclusion in our brochure/website, we do not give any warranty or guarantee as to the safety standards of any featured supplier as they are independent contractors. To the best of our knowledge and belief, our suppliers, many of whom are subject to statutory rules and regulations in the provision of their services, observe the highest standards of safety. We have not undertaken an official examination of the equipment or facilities used in connection with any of the Events. On all courses, our professional instructors assess a participant's ability to take part. We reserve the right to refuse any person from participating in any Event should we deem it necessary. Whilst we consider this very unlikely to be enforced, this rule is for safety purposes only. We kindly ask you to respect that our professional staff's opinions are final and in your best interests. In this circumstance there is no compensation.

11. Cancellation and Date Changes

There is a £30 administration charge for date changes or cancellation requests made no less than twenty-eight days prior to the event date.

There are no refunds available where a date change or cancellation is made less than twenty-eight days prior to the Event date. However, all vouchers and track day places are transferable provided we are notified of the main change prior to the date of the Event and that the new guest complies with all the regulations stipulated by the relevant suppliers and their terms and conditions. All communications must be confirmed in writing. The date of cancellation is the date we receive notification in writing in our office. Any postage is non-refundable.

12. Voucher Expiry Information

Vouchers must be redeemed by the date shown. Vouchers can be extended for a further 12 months at a fee of £30.00 (must be arranged prior to the expiry date).

13. Insurance

The Events featured involve some personal risk. Some insurance policies specifically exclude certain events - e.g. life policies. Personal Accident Insurance can be purchased via www.moris.co.uk. A £2000 insurance excess applies to all cars owned or hired by Motorsport Events and driven on track, this excess can be waived for a fee of £20 per driver payable on the day. This waiver is only valid if the instructor confirms that all instructions were followed and the driver was driving within the limits set by the instructor. Purchase of this is not mandatory in order that the guest may drive.

14. Refusal of Entry

Motorsport Events Limited reserves the right to refuse entry to any person or persons or Companies to any of our events and owner driver track days. Any guest deemed under the influence of alcohol or drugs will not be permitted access to the track and will be removed from the venue immediately. Motorsport Events Limited also reserves the right to refuse entry of any car or cars which are not deemed to be roadworthy or suitable for the venue attended. In some cases with airfield venues competition cars are not accepted and each venue has specific noise regulations that must be adhered to.

15. Complaints

The easiest way of resolving complaints is to address them on the day. The event staff will endeavour to put things right immediately. If your complaint cannot be resolved locally, please inform us of any complaint you might have relating to any Event featured in our brochure/website by writing to our Customer Services Department. We will take up the matter with the supplier on your behalf. We always look to improve the service we offer. If you have any thoughts for improvements, please email trackdays@motorsport-events.com

Relevant Law

This Contract is made on the terms of these booking conditions which are governed by English law and both parties shall submit to the jurisdiction of English courts at all times.

Motorsport Events Limited

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