

# **BHP TRACKDAYS LIMITED**

## **Terms and Conditions of Booking**

### **1 The contract between us**

A contract for the supply of the booked track day and travel (if applicable) will only be made upon you receiving confirmation from us that your booking has been accepted. Once your booking has been accepted a legally binding contract shall exist between us.

### **2 The price and payment**

The price for the track day and travel (if applicable) shall be that advertised on the website or in promotional literature but we reserve the right to alter the price at any time prior to acceptance of your booking. In such circumstances you shall have the right to cancel your booking and receive a full refund.

Unless otherwise agreed by us, payment for the track day and travel (if applicable) in full must be made upon booking either by cheque or credit/debit card. In any event payment must be received at least 30 days prior to the track day or travel departure day (if applicable)(whichever is the earlier)

### **3 Right for you to cancel and travel insurance**

You may cancel your booking by notifying us in writing at any time up to 14 days prior to the track day or travel departure day (whichever is the earlier). In this case we shall refund to you any booking fee paid as follows:

If we receive a cancellation notice more than 35 days prior to the track day or travel departure day (if applicable)(whichever is the earlier) then you will receive a full refund of monies paid.

If a cancellation notice is received by us more than 21 days but less than 35 days prior to the track day or travel departure day (if applicable)(whichever is the earlier) then you will receive a full refund less an administration charge equal to 30% of the price.

If a cancellation notice is received by us more than 14 days but less than 21 days prior to the track day or travel departure day (if applicable)(whichever is the earlier) then you will receive a full refund less an administration charge equal to 50% of the price.

Once accepted by us and save as otherwise provided in these conditions, you may not cancel your booking less than 14 days prior to the track day or travel departure day (if applicable)(whichever is the earlier) for any reason.

Particularly where a track day is being held abroad we would strongly recommend that you obtain appropriate travel insurance to cover the possibility of cancellation, illness, injury or vehicle breakdown whilst abroad.

### **4 Cancellation by us**

We reserve the right to cancel the contract at any time between us if:

- (a) insufficient bookings have been taken to justify proceeding with the track day and travel (if applicable) arrangements; or
- (b) the track or any travel company that we have used cancel or materially change the services offered by them; or
- (c) any other matters beyond our reasonable control arise.

We shall endeavour to give as much notice as possible of cancellation and, if cancelled, any booking fee shall be refunded to you in full or alternatively we shall, if possible, offer alternative dates or venues. Under no circumstances will we be obliged to offer any additional compensation for disappointment suffered.

### **5 Operating procedures and specific track requirements**

Track days can be dangerous and your attention is specifically drawn to our General Operating Procedures (a copy of which is on the website). You should read the Operating Procedures prior to making any booking. Failure to comply with the Operating Procedures on the day may result in you or your passengers being unable to use the circuit and, in such circumstances, we shall not be obliged to offer any compensation.

In addition you, your passengers and your vehicle must comply with any rules and regulations imposed by the relevant circuit. You will also be required to sign an indemnity. Again, we shall not be obliged to offer any compensation if the circuit, in its absolute discretion, refuses to allow you, your passengers or your vehicle onto the track.

## **6 Limitation of liability**

We shall have no liability to you for any failure to honour or for any delay to your booking that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or flood, fire, explosion or accident. In particular no refunds (either for travel or the cost of the track day) will be given in the event of the track being unfit for use as a result of inclement weather or other circumstances beyond our reasonable control. Likewise we shall not be liable if travel delays result in a failure to arrive at the track on time or at all.

No refunds (either for travel or the cost of the track day) will be given in the event of you or your vehicle being declared unfit to use the track and you are referred to our Operating Procedures with regard to the specific regulations that apply

Vehicles travelling at speed can be dangerous and under no circumstances shall we be liable for any damage to any vehicle or other property. Consequently if you are concerned for your vehicle or third party liability you must ensure that it is insured for track use.

Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the track day and travel organised by us.

Nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

## **7 Notices**

All notices from you to us must be in writing and sent to our contact address at 23 Rushfords, Lingfield, Surrey RH7 6EG, and all notices from us to you will be sent by email or to the address set out on the booking form.

## **8 Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

## **9 Governing law**

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

## **10 Entire agreement**

These terms and conditions, together with our current prices, Operational Procedures, the booking form and contact details set out the whole of our agreement relating to the supply of the services to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature of the services offered by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.