Simply: the following conditions apply and take precedence over any existing term of contract.

- 1) Abide by the <u>Track Rules</u> or we will ask you to leave the event.
- 2) If the track is not available for us to use on the day of the event, we'll issue you with a track day only credit for an alternative date.
- 3) No refunds will be issued under any circumstances. Please see our cancellation terms below.
- 4) Liability for the cost of any circuit damage remains with the person or company making the booking for a vehicle, regardless of who is driving that vehicle. We reserve the right to refuse admission to anyone unwilling to comply with this condition (see point 3 above).
- 5) Please click here to see our Bad Weather Policy
- 6) Ringweekends Ltd is the operator of the trackday, and the following terms ultimately take precedence over and above those of any third party companies/agents who you may have booked and paid with.
- 7) All participants (drivers and passengers) are required to agree to and sign the relevant waiver before being allowed onto the circuit.
- 8) The minimum engine size for cars on our events is 1051cc. We reserve the right to refuse admission to cars with engines that do not comply.
- 9) NO RACE/TAXI TEAMS. In any capacity. Unless with the express permission of the organiser IN ADVANCE.
- 10) Whenever you register your contact details with us, we will use those details to communicate with you about any event you register on, and future events.

Copyright

This website is protected by copyright. © 2018 **RINGWEEKENDS LIMITED**, unless otherwise stated. Site content is not to be copied, modified, distributed, published or made available on a network without the prior written consent of **RINGWEEKENDS LIMITED**. All other rights reserved.

Please feel free to establish a link to this site from your site, provided the context is relevant and the link or its description is not detrimental to the business of **RINGWEEKENDS LIMITED**.

Terms of Website Use

Disclaimer

While we have taken every care to compile accurate information and to keep this site up-todate, **RINGWEEKENDS LIMITED** makes no warranty as to the accuracy or applicability of any information on this website and cannot accept liability for any errors or omissions.

This site content is provided for general information.

RINGWEEKENDS LIMITED, its members, suppliers and affiliated companies therefore shall not be liable to any person for any loss or damage that may arise from the use of the information contained in any of the materials on this website.

This website is intended for viewers from the United Kingdom. Those who choose to access this website from other locations are responsible for compliance with local laws.

RINGWEEKENDS LIMITED have included some relevant links for your information and convenience only. However as we have no control over these third party links, we cannot accept responsibility for the contents or reliability of the linked sites.

The term "RINGWEEKENDS LIMITED" used in this Legal Disclaimer, except where stated otherwise, shall deemed to include RINGWEEKENDS LIMITED, its members and affiliates.

General T&C's

TERMS AND CONDITIONS

Please note - the lead name on the booking is the only person allowed to amend or cancel that booking. It is important that you read and note the following booking conditions as they form the basis of your contract with Ringweekends and the parties which provide the services which make up your event. Any information or conditions set out in late booking offer documents or on our internet site also form part of your contract. If you are in doubt about any of these conditions or need further clarification, please call us. References to "you" and "yours" are references to all persons named on the booking (including anyone who is added or substituted at a later date. "We", "Us" are references to Ringweekends Ltd.

Special Note: Ringweekends as Agents, We arrange bookings of accommodation as agents of the owners of such properties. We also act as agents for the transport and any other service provider(s) mentioned on this internet site or on any offer document. When making your event arrangements, we do so as agents for these third parties with whom you will have a contract. However, once your event has been confirmed, we will accept responsibility for it in accordance with these Booking Conditions as an "organiser" under the Package Travel, Package Holiday and Package Tour Regulations 1992. Your contract is with Ringweekends Ltd, which acts as agent for travel and accommodation providers.

THE CONTRACT BETWEEN US

Making Your Booking The first-named person on the booking, (the "party leader", who must be at least 18 years old) must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking. By making the booking, the party leader confirms that he/she is so authorised and that all party members agree that the booking is subject to these Booking Conditions. The party leader is responsible for making all payments due to us. Once we have received your booking and all appropriate payments (as referred to in "Payment" below), we will subject to availability, confirm your event by issuing a confirmation invoice. The invoice will be sent to the party leader. Please check this

invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 3 working days of our sending it out. Payment In order to confirm your choice, the appropriate deposit must be paid at the time of booking. If we do not receive all payments due in full and on time (including any surcharge where applicable), we reserve the right to treat your event as cancelled by you. In this case, the cancellation charges shown under "If You Cancel Your Event" will be payable. All monies you pay to us for your event will be held until we issue our confirmation invoice. After this point, any agents will hold the monies on our behalf. Please note that there is a nominal booking fee for all bookings made by telephone.

COMMENCEMENT OF CONTRACT

A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader (or, for bookings made within 14 days of departure, as soon as we have given verbal confirmation of your booking to you and you have made the appropriate payments to us). This contract and all matters arising out of it are governed by English Law. We both agree that any dispute, claim or other matter which arises out of it or in connection with this contract or your event will be dealt with by the Courts of England and Wales or if you are a resident of Scotland or Northern Ireland, by the courts of your home country.

IF YOU CHANGE YOUR BOOKING

If, after our confirmation invoice has been issued, you wish to change any detail on your booking confirmation, we will do our best to make the changes by the first named person on the booking. However, we cannot guarantee that we will be able to meet any such request. This will incur amendment fees, as shown below. Any changes to your dates or accommodation may be treated as a cancellation of the original booking and hence be subject to cancellation charges. Individual party members may be substituted on payment of the appropriate charges.

THE FOLLOWING AMENDMENT CHARGES WILL APPLY:

Please note any package we offer carries a minimum of £25 charge per amendment in addition to any further operator fees at time of amendment.

IF YOU CANCEL YOUR BOOKING

You may cancel your booking completely or in part at any time providing the first named person on the booking notifies us directly. As cancellation incurs administration costs and carries the risk that it may not be possible for the event to be resold, cancellation charges are payable.

THE FOLLOWING CANCELLATION CHARGES WILL APPLY:

TRACKDAYS

No cash refunds will be given under any circumstances. We *may* issue credit notes where cancellation requests are received a minimum of 5 clear working days before the event. Credit notes expire 12 months from date of issue.

Credits for future events may be issued as a goodwill gesture when an event is cancelled. Credits must be used on a similar event and be declared no later than 1 month prior to the event otherwise the credit cannot be used for that event.

TOURING HOLIDAYS

Please note any of our packages carries a cancellation minimum charge of £25 in addition to any further operator fees at time of cancellation. Note: If the reason for cancellation is covered under the terms of an insurance policy held by you, you may be able to reclaim these charges less any excess. "Event price" means the total event cost where the whole booking is cancelled. Where only part of a booking is cancelled "event price" means the total cost payable by the person(s) canceling. Where part of a booking is cancelled, the remaining party members may have to pay additional costs (e.g. single room supplements).

INSURANCE

It is strongly recommended you have personal travel insurance for the duration of the event as well as adequate levels of medical insurance. A European Medical Card is strongly recommended. It is your responsibility to ensure any vehicles are fully insured for all persons driving that vehicle and that the vehicle is in a roadworthy and road legal condition. All insurance claims are strictly between the client and the insurance company. Claims are not accepted or processed by Ringweekends. Claim forms should be requested from your insurers.

NURBURGRING NORDSCHLEIFE

Ringweekends cannot accept any liability for driving errors, accidents, breakdowns or any mishaps whilst en route to, at or returning from any accomodation or service arranged by us. You will, at all times, be travelling on public roads where normal traffic laws for the countries you pass through, will apply. It is your responsibility to ensure your vehicle is road legal in all countries you may pass through. This may include but is not limited to, insurance, road tax and M.O.T., items such as headlamp protectors, warning triangles, first aid kits, headlamp deflectors, GB signs and spare bulb packages. Ringweekends will provide guided sightseeing around the Nordschleife. Ringweekends will not, under any circumstances, provide instruction, training or any guidance which could result in a contravention of the traffic laws applicable at the time, including, under German Law, undermining the requirement that the driver must be in control of their vehicle at all times. We will provide a safety briefing for some of the more hazardous roads forming part of any of our packages and this briefing will be wholly based upon industry accepted best practices from official and other accepted sources. We cannot account for your actions whilst driving, or any other road users surrounding you, thus cannot be held liable for any incident arising whilst you are travelling on any road we may travel on during the course of a package. Ringweekends may, at our own discretion, agree to drive your vehicle around the Nordschleife for you providing you can satisfy us or any of our agents you have appropriate insurance policies in place. This will usually mean showing us an original insurance document and/or making appropriate insurance arrangements with us prior to departing. Please call out hotline for more information. We will not be held liable for any costs arising from any incident occurring if we do drive your vehicle under proper insurance. In all other cases, it is your responsibility to ensure you drive appropriately for the prevailing road conditions at all times.

WEATHER

Where an event is shortened, amended or cancelled due to adverse weather conditions, or circumstances beyond our control, no refunds can be issued.

Credits for future events may be issued as a goodwill gesture when an event is cancelled. Credits must be used on a similar event and be declared no later than 1 month prior to the event otherwise the credit cannot be used for that event.

UNREASONABLE BEHAVIOUR

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid directly at the time to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and other parties full legal costs) as a result of your action. We expect our clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority (including the supplier of the service in question), you or any member of your party behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we or any other person in authority (including the supplier of the service in question) are entitled to terminate the event of the person(s) concerned. In this situation the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility towards such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

DISABLED TRAVELLERS

Our aim is to provide a high level of service to all customers. However, we are not a specialist operator in the field of events for the disabled. This can sometimes be difficult for wheelchair users, or those with mobility problems. If you or any member of your party has any medical problem or disability which may affect your event, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event you must give us full details in writing at the time of booking. If we reasonably feel unable to accommodate the particular needs of the person concerned, we must reserve the right to decline the reservation, or if full details are not given at the time of booking, cancel when we become aware of these details.

SPECIAL REQUESTS

If you have any special request, you must advise us at the time of booking. Although we will endeavor to pass any reasonable requests onto the relevant supplier, we regret we cannot promise that any request will be complied with unless we have specifically confirmed it. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed all special requests are subject to availability. For your own protection, you should ensure that you obtain from us written confirmation of your special request. If you are travelling with another party, please let us know at the time of booking.

IF YOU HAVE A COMPLAINT

Ringweekends must be contacted to give them the opportunity to resolve the problem to your satisfaction. Where possible, your complaint should be confirmed in writing. It is important that you also contact our office immediately. When you return home if you remain dissatisfied on your return to the UK, please write to us within 28 days giving your original booking reference and all relevant information. For all complaints which do not involve personal injury, illness or death, or which involve personal injury, illness or death arising out of the negligence of any of our suppliers and/or sub-contractors, we regret we cannot accept any liability if you fail to notify the complaint or claim entirely in accordance with this clause. For claims involving personal injury, illness or death, other than those as described above, we suggest that you notify our Coventry office as soon as possible to allow the matter to be properly investigated. Once you have returned from an event all communications must

be in writing. By following this procedure, you will enable us to deal with your complaint promptly and you may expect to receive an acknowledgement within 7 days. A full response will follow within 28 days unless we have been unable to investigate your claim fully within that time, in which case, you will receive an explanation for the delay and a full reply within 56 days of receipt of your initial correspondence. However, disputes arising out of, or in connection with this contract that cannot be amicably settled, may (if you so wish) be referred to arbitration under a special scheme administered by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. The most which can be claimed under the Scheme is £5000 per person up to a maximum of £15,000 per booking. It does not generally apply to personal injury claims except for those involving minor injury or illness where the maximum amount that can be claimed is £1,000 per person. If you elect to seek redress under this scheme, written notice requesting arbitration must be made within nine months after the scheduled date of return from your event. Full details are available from the Association of British Travel Agents, 68-71 Newman Street, London, W1P 4AH.

BROCHURE PRICE

This clause will apply to your booking to the extent that it allowed by a change to the surcharge provisions of the Package Travel Regulations 1992. Prices on the internet site or quoted on any special offer document or elsewhere are calculated and updated on a regular basis. They are quoted in GBP. The event information and prices are taken from information provided by the travel and accommodation providers and may have changed by the time you come to book your event. Whilst every effort is made to ensure the accuracy of the information given, regrettably errors do occasionally occur. You must therefore, ensure you check all details of your chosen event (including the price) with us at the time of booking. The price of your travel arrangements is subject to surcharges on the following items for increases in: transportation costs eg fuel, extreme fluctuations in exchange rates and so on. Government action such as increases in VAT or any other Government imposed increases. Even in this case we will absorb an amount equivalent to 2% of the event price which excludes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged but where a surcharge is payable there will be an amendment charge of £1 together with any additional charges from a third party supplier. If this means paying more than 10% of the event price, you will be entitled to cancel your event with full refund of all money paid except for any amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 14 days from the issue date printed on the confirmation invoice. We promise not to levy a surcharge within 30 days of departure. Due to above promises, no refunds can be made in the event of favorable exchange rate variations or decreases in costs. We reserve the right to raise or lower the prices of unsold events.

IF WE CHANGE YOUR EVENT

The arrangements offered are planned months in advance. Occasionally, we have to make changes to and correct errors and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavor to avoid changes and cancellations, we must reserve the right to do so as a result of circumstances outside our control (see below). Most changes are minor. Occasionally, we have to make a "significant change". The following changes are those which we regard as "significant" when made before departure: a change of apartment, guesthouse or hotel to one outside a 40km radius of the one originally confirmed, a change of accommodation to that of a lower standard (for the whole or major part of the time you are away), and a change of outward departure time or overall length of time you are away of twelve hours or more. All other changes are treated as

"minor" changes. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:- (a) (For significant changes) accepting the changed arrangements or (b) Purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative arrangements are less expensive than your original ones, we will refund the difference but if they are more expensive, you will have to pay the difference) or (c) Canceling or accepting the cancellation in which case you will receive a full and quick refund of all the monies you have paid to us. Please note: the above options are not available where the change made is a minor one. If we have to make a significant change, we will pay you compensation, subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable if we cancel as a result of your failure to comply with any of these Booking Conditions entitling us to cancel (such as paying on time). No of days before departure a significant change or cancellation is notified to you Compensation per party% of event price More than 56 days NIL 43-56 days 5% 29-42 days 5% 15-28 days 7% 14 days or less 10% In all cases, our liability for significant changes and cancellations is limited to offering you the above-mentioned options and, where applicable, compensation payments. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. No compensation is payable for minor changes or where we make a significant change. Very rarely, we may be forced by "force majeure" (see below) to change or terminate your confirmed arrangements after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds [unless we obtain any refunds from our suppliers], pay you any compensation or meet any costs or expenses you incur as a result. Force Majeure: We regret we cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligation is prevented or affected by or you otherwise suffer any damage or loss (as more fully described under "Our Liability to You" below) as a result of "force majeure". In these booking conditions, "force majeure" means any event which, we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, closure or congestion of air, rail or sea port, technical problems with transport, cancellations or changes of schedules by carriers and similar events beyond our control.

OUR LIABILITY TO YOU

A "package holiday" is a combination of at least two of (a) transport, (b) accommodation or (c) other tourist services (not ancillary to any transport or accommodation and forming a significant part of the arrangements) where booked through us at the same time, for which payment is made to us and which last at least 24 hours or include overnight accommodation. (1) We promise to make sure that all parts of the event we have agreed to arrange as part of our contract are provided to a reasonable standard and in accordance with that contract. We also accept responsibility for what our employees, agents and suppliers do or do not do. We will not, however, be responsible for any injury, illness, death, loss (for example, loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:- (a) The fault of the person(s) affected or any member(s) of their party or (b) The fault of a third party not connected with the provision of your event which we could not have predicted or avoided or (c) An event or circumstances which we or the supplier of the service(s) in question could not have predicted or avoided

even after taking all reasonable care, (d) The fault of anyone who was not carrying out work for us (generally or in particular) at the time. In addition, we will not be responsible where you do not enjoy your event or suffer any problems because of a reason you did not tell us about when you booked your event or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or, where we were responsible for them, our suppliers or agents or where any losses, expenses, costs or other sum you have suffered relate to any business. When you book with Ringweekends, you waive, release and forever discharge for yourself, your heirs, executors, administrators and legal representatives, any and all rights and/or claims which you have, may have, or may hereafter accrue to you against Ringweekends, its officers, employees, consultants and agents for any and all damages, injuries (including death), and/or claims which may be sustained by you directly or indirectly arising out of your participation in one of our packages (including the application of emergency or medical services at the Event) even if the damages, injuries (including death), and/or claims are caused by negligence of those persons listed above or otherwise. Further, you agree not to sue Ringweekends, its officers, employees, consultants or agents for any and all damages, injuries (including death), and/or claims which may be sustained by you directly or indirectly arising out of your participation in the package. This release and discharge includes, but is not limited to, claims for personal injury, death, property damage, economic loss, breach of contract, lost wages, contribution indemnity, indemnity, punitive damages, negligence, or any other legally recognisable claim arising out of your participation in the package (including all legal costs associated with such claims). Please note, we cannot accept responsibility for any services, which do not form part of our contract. This includes, for example, any additional services or facilities that your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochure or on our internet site and we have not agreed to arrange them. This includes, but is not limited to, travel on toll roads en route to, at or on return from Nurburg, Germany. We are also unable to accept liability for any incident arising whilst on public roads used during the duration of your event. Please note, it is local national regulations and standards that apply to any services provided abroad and not those of the UK. The monitoring, enforcement and compliance with such regulations and standards is the responsibility of the local national authorities and the supplier of the services concerned. Liability insurance requirements vary considerably from country to country, as does the responsibility placed on organisations by law. We would advise therefore that you take all reasonable precautions to protect yourself and your family whilst on event. You should familiarise yourself with fire escape routes immediately on arrival. In certain respects, local national safety standards may be lower than those of the UK. Travel delays When you travel with any carrier, the conditions of carriage of that carrier will apply to you. Some of these conditions may limit or exclude the carrier's liability to you usually in accordance with applicable international conventions. Copies of these conditions of carriage may be made available at the offices of the carrier concerned. Our brochure and the internet site is our sole responsibility. It is not issued on behalf of and does not commit any independent organisation/carriers whose services are featured in it. We cannot accept liability for any delay in your ferry crossing to or from the UK whether the cancellation or delay is caused by adverse weather conditions, rescheduling of times by the ferry operator/authorities and/or mechanical breakdown, strike or otherwise. In the event of any delay, you must make your own arrangements for meals and accommodation if required. Ringweekends does not provide these for you.

PREGNANCY

You must advise us if any of your party is pregnant. A certificate of fitness to travel will be required from your Doctor. Failure to produce a certificate may lead to an operator refusing

your carriage at port, please ensure you obtain the necessary certificate from your Doctor prior to departure and take it with you when you travel. The following operators each have their own restrictions on the carriage of pregnant women, if you are planning to travel with one of these operators please call our hotline for details of their current restrictions. BRITTANY FERRIES, CONDOR FERRIES, HOVERSPEED, IRISH FERRIES, P&O FERRIES, SEA FRANCE. If any member of your party becomes pregnant prior to travel, it is your duty to inform us immediately. If you do not inform us we will not be held responsible for the ferry operator refusing carriage.

PASSPORTS:

We advise all British Nationals that they should have a valid 10 year passport (5 year if you are under 16 years old) with no less than 6 months left to expire. A passport is required on all sailings from the UK to the continent. For passengers travelling from the UK to Ireland we would recommend a passport be used as ID, however another form of photographic ID may be used and must be shown for all passengers upon request. For British and all other Nationals we recommend that you find out yourself whether you need a visa to visit a particular country, you should contact the UK consulate or embassy of the country in question. You can obtain consulate and embassy telephone numbers from Directory Enquiries.

DRIVING DOCUMENTS/REQUIREMENTS:

It is a requirement that you ensure you are in possession of your driving licence, insurance and vehicle registration documents for any of our driving events. This means both the paper and photocard counterparts for driving licenses. If you are using a company car you must carry a letter of authorisation from the owner of the vehicle. Ensure your motor insurance company is aware of your intention to travel overseas prior to departing. You are also responsible for ensuring you carry the correct equipment in your vehicle as required by all countries you may pass through, and you must also ensure your vehicle complies with all legislation (motoring or otherwise) in those countries. Ringweekends cannot be held liable for any costs arising from your lack of attention to these details.