

### The contract

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

### The price and payment

The price for the track day shall be that advertised on the website or in promotional literature. Curbstone reserves 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 in full must be made by bank transfer. In any event payment must be received at least 7 days prior to the track day.

### Privacy Policy

Curbstone is committed to safeguarding the privacy of its customers and of visitors to our website. Curbstone may collect certain personal data whose use is subject to Belgian law (Law of 8 December 1992 on the protection of privacy).

Any such information will only be used to contact you and to provide you with the requested information or to deliver you the purchased products and/or services, if possible. Your personal information will not be shared with any third parties, except as required by law. In general, use of the Curbstone website does not require providing any personal information.

However, you may choose to provide such information by completing the "subscribe to newsletter" form or by completing the booking of your participation to one of our events.

The collected information is only used to contact you for fulfilment of the purchased products and services or, if possible, send you the requested information about our company and its activities. As is now common with most websites, our website uses cookies to record certain information about your use of the website, such as, among others, your preferred language.

Cookies are small data files that can be placed on your computer's hard disc. Any information obtained is used on an anonymous, aggregated basis and you cannot be identified from it. You are not required to accept a cookie that we send to you and you can, in fact, modify your browser's settings so that it will not accept cookies.

The collected information is kept confidential and never transmitted to third parties unless we are legally forced to do so. You have the right to request a copy of your personal information and have it corrected or removed from our files. Enquiries and requests should be sent to [info@curbstone.net](mailto:info@curbstone.net)

### Right for you to cancel

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

If we receive a cancellation notice more than 30 days prior to the track day then you will receive a full refund of monies paid

If a cancellation notice is received by us more than 20 days but less than 30 days prior to the track day, 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 20 days prior to the track day, 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.

### 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; or
- (b) the track 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 endeavor 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.

### Covid19 Curbstone statement

We want to give our customers the opportunity to join our events in the best possible way and we will do our best to ensure they can. We will reserve the right to cancel your participation only in the case that the event and its organization are affected by extra security measures against Covid-19 implemented by the local authorities, including restrictions, bans, border closures, or similar. In this case, you'll be contacted as soon as possible. If the event is cancelled, your booking fee will be fully refunded, or alternatively we can offer you other potential dates or venues. Please note that, under any circumstances, Curbstone will not be obliged to offer any additional reimbursement for any possible losses that are not related to the event booking fee.

### Operating procedures and specific track requirements

Track days can be dangerous and your attention is specifically drawn to our PRACTICAL section on our website. You should read the published documents PREPARATION, TRACK DAY RULES AND BEHAVIOUR and WAIVERS prior to making any booking. Failure to comply with the Track Day Rules 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 circuit (example: noise limits in dB). You will also be required to sign an indemnity/waiver. 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.

### 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 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.

### 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.

### Entire agreement

These terms and conditions, together with our current prices, Practical Guidelines, Track Day Rules & Behaviour, 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.

### Notices

All notices from you to us must be in writing and sent to our contact address at Curbstone N.V./S.A. Rue de Trèves 84, 1040 Brussels Belgium, and all notices from us to you will be sent by email or to the address set out on the booking form.

### Governing law

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