

TERMS & CONDITIONS

Definitions

"us", "we" and "our" means Race Marketing Associates Limited of PO Box 1810, Maidenhead, Berkshire SL6 2RQ. Registered office is 10 Portland Business Centre, Manor House Lane, Datchet, Berkshire, England, SL3 9EG. Registered Company Number: 02535829.

"you", "your" and "yourself" means the individual or organisation set out on the booking page annexed to these terms and conditions and shall include all or any additional drivers or passengers participating in the Event under your booking form "Event" means the specific event details on the booking page annexed to these terms and conditions.

"UK" means the United Kingdom.

"the Track" Means the track/track owner/event organizer at which the Event is held.

Booking and Payment

All events are offered subject to availability and on a strictly first come first served basis. There shall be no formal and binding contract between us and you until the requested deposit (or where appropriate the full amount due) has been received by us.

Failure to pay the balance of any deposit (or where appropriate the full amount due) as requested will entitle us to cancel the booking without further advance notice to you.

Any Event taking place within the UK must be paid for in full when the booking is made.

Any Event taking place outside the UK must be paid for in full when the booking is made.

In the case of an Event taking place outside the UK, payment shall only be accepted by credit card. In making such payment, you authorise us to deduct any additional fees and costs incurred in relation to the booking at the appropriate time once these fees and costs are known.

Provisional bookings will be confirmed only once payment is received in full.

We reserve the right to cancel or refuse any bookings at our sole discretion.

Pricing

The current prices are shown on our website and will be confirmed at the time of booking. There will be an additional charge for second drivers and passengers which will also be shown on the website and confirmed at the time of booking.

We reserve the right to change any of the prices advertised on our website without prior notice.

All bookings made offline for events within the UK will be subject to an additional £25 administration charge by us.

Alterations and Cancellations

If you wish to cancel a booking fourteen days or more prior to the event on which you have booked, we will issue a credit note to be used for future RMA events for the full amount paid less a £25 administration fee.

If you wish to cancel within fourteen days of the event for which you have booked, we will only issue a CREDIT NOTE to be used for future RMA events for the full amount paid , less a £50 administration fee, only if the event is fully SOLD OUT and we are able to re sell your place.

When the event is listed as SOLD OUT, we will be unable to refund your booking. However, we can make a name change if you can find a replacement participant, there will be no charge for this.

Any credit note issued will not be transferable and must be used within 12 months. We do not provide refunds.

There shall be no refund made by us if the Event is terminated either on the day of the Event or shortly before as a result of adverse weather or other matters which in our reasonable opinion are beyond our control provided that we will use our reasonable endeavours to arrange a replacement event at such additional costs (if applicable) as are reasonably obtainable.

Race Marketing Associates Limited cannot be held accountable for the cancellation of an event or the lack of participant attendance due to Force Majeure. Examples of Force Majeure below:

(a) the following Natural Force Majeure Events:

fire, chemical or radioactive contamination or ionising radiation, earthquakes, lightning, cyclones, hurricanes, floods, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, epidemic, famine, plague or other natural calamities and acts of God;

explosion, accident, breakage of a plant or equipment, structural collapse, or chemical contamination (other than resulting from an act of war, terrorism or sabotage), caused by a person not being the affected Party or one of its contractors or subcontractors or any of their respective employees or agents;

in relation to the Concessionaire, non-performance by a counter-party to a contract relating to the Concessionaire's Business by reason of an event or circumstance that would constitute a Natural Force Majeure Event under this Agreement;

(b) the following Political Force Majeure Events:

to the extent they take place in [country], acts of terrorists, blockade, border closures, travel sanctions, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage;

to the extent that they are politically motivated, strikes, lockouts, work stoppages, labour disputes, or such other industrial action by workers, save in relation to the Concessionaire, when such event is directly related to, or in direct response to any employment policy or practice (with respect to wages or otherwise) of the Concessionaire;

failure or inability of the Concessionaire to obtain or renew any Consent, on terms and conditions as favourable in all material respects as those contained in the original Consent relating to the Concessionaire's Business (other than due to a breach by the Concessionaire of any of such terms and conditions);

any action or failure to act without justifiable cause by any Competent Authority, other than a court or tribunal (including any action or failure to act without justifiable cause by any duly authorised agent of any Competent Authority, other than a court or tribunal);

expropriation or compulsory acquisition of the whole or any material part of the Concessionaire's System or Investor's shares in the Concessionaire, except where such appropriation or compulsory acquisition is on account of contravention of law by the Concessionaire or by the Investor;

any legal prohibition on the Concessionaire's ability to conduct the Concessionaire's Business, including passing of a statute, decree, regulation or order by a Competent Authority prohibiting the Concessionaire from conducting the Concessionaire's Business, other than as a result of the Concessionaire's failure to comply with the law or any order, Consent, rule, regulation or other legislative or judicial instrument passed by a Competent Authority;

in relation to the Concessionaire, non-performance by a counter-party under a contract relating to the Concessionaire's Business by reason of an event or circumstance that would constitute a Political Force Majeure Event under this Agreement,

Compliance with Track Regulations

Track regulations imposed by each Track will be available from us by prior request and in a hard copy form at the drivers briefing.

You agree to be bound by the Track regulations throughout the Event and it will be your responsibility to ensure that you have read these thoroughly prior to the start of the Event. You must attend all drivers briefings held during the Event and sign all necessary driver and/or passenger indemnity forms prior to participating in any Event.

You undertake that all vehicles brought by you to the Event must be capable of passing an MOT test or conform to current RAC MSA regulations.

You acknowledge that we will not be inspecting other vehicles on the track and that we give NO GUARANTEE as to the suitability of other vehicles at the Event.

Please note that cars not effectively silenced to the noise limit stated on the Final Instructions document of the event, will be subject to an immediate exclusion from the Event without any refund.

Timing and competitive driving is strictly forbidden and any driving which, in our unqualified opinion is aggressive or inconsiderate will result in the driver being immediately excluded from the remainder of the Event without any refund.

All drivers, passengers and guests must wear at all times during the Event the appropriate wristband to acknowledge these terms and that they hold us and the Track free from any liability or blame arising from any risk associated with the Event to the extent set out in this document and the driver indemnity form.

Please note that your compliance with these terms and conditions is in addition to and not substitution of the additional track regulations enforced by the Track. We reserve the right to exclude your participation in the Event or the remainder of the Event arising from your breach of these terms and conditions or any regulations imposed by the Track.

The noise limit for each event is clearly displayed at the time of booking. We cannot be held responsible for any noise limit infringements associated with your vehicle, you must comply with the circuit rules relating to noise limits and no refunds or credits will be given if you are excluded from an event as a result of a noise limit infringement.

Any damage caused by a participant to the circuit or any venue hosting an RMA Track Day must be paid in full by the participant. All damage will be assessed by the circuit, a quote will be obtained and it is the responsibility of the customer to ensure the bill is paid. Damage includes barrier damage and damage to tarmac. RMA Track Days will not be responsible for the payment of any damage to the venue caused by the participant.

Risks Associated with the Event

You acknowledge and realise that your participation in the Event is potentially dangerous and that there are numerous risks associated with it. Such risks dangers include but are not limited to, collisions with spectators, vehicles, other drivers and/or fixed or moving objects and the negligence of other drivers. Further, you fully understand and realise that your participation in the Event may result in serious bodily injury and/or death to yourself or others.

With the full knowledge and understanding of the potential risks referred to above and associated with your participation in the Event, you enter the Event voluntarily and fully accept and assume every such risk for loss, damage or injury (including death).

Waiver of Liability

In consideration of you being permitted to take part in the Event, you waive, release and discharge for yourself, your executors, administrators and legal representatives all or any rights and/or claims which you have or may have in the future against the Track or us, our officers, directors, employees, consultants, agents and sponsors for all and any damages, injuries (including death), and/or claims which may be sustained by you directly or indirectly arising from your participation in the Event, which shall include the application of emergency or medical services at the Event, except to the extent that personal injury or death are caused directly by the negligence, error or omission of those persons listed above.

Further, you agree not to hold liable the Track or us or our officers, directors, employees, consultants, agents or sponsors for all or any damages, injuries (including death) and/or claims which may be sustained by you directly or indirectly arising out of your participation in the Event except to the extent that personal injury or death are caused directly by the negligence, error or omission of those persons listed above. This waiver shall include but not in any way be limited to all claims for property damage or financial loss and shall also include all legal costs otherwise recoverable arising from such claims. Having given the above waiver, you fully understand its terms and understand that you have relinquished significant rights by doing so. You have done this at your own free will and without any coercion or duress from any third party. You fully intend your waiver to be a complete and unconditional release of such liability to the extent permissible by law and agree that if any aspect of this waiver is held to be invalid, then the remainder of this clause and these terms and conditions generally shall continue in full force and effect.

Indemnity

You hereby agree to fully release and unequivocally indemnify the Track and us, our officers, employees, consultants, agents, sponsors, licensees and assigns from all and any claims, demands, damages, liabilities or legal action arising directly from your negligence, error or omission at any Event whether made or claimed before, during or after the Event and which shall include all associated reasonable costs and expenses. You further agree that where any initial booking payment has been made by you using a credit card, we shall be entitled to deduct such further sums from your credit card as are necessary to reimburse us for all and any reasonable costs or fees incurred as a result of any damage caused by you or any persons forming part of your group to the infrastructure of the track. You acknowledge however that such charges will only be payable to us where the Track has demanded payment from us.

General

Unless we have first agreed in writing, we are not bound by any variation to these terms and conditions.

You agree and accept all of these terms and conditions and understand that whilst we will use our reasonable efforts to ensure that all other participants at the Event abide by these terms and conditions, we cannot guarantee that these terms and conditions will at all times be complied with nor be held responsible or liable in any way for their non-compliance.

You agree that by completing the booking form and accepting these terms and conditions you are entering into a legally binding agreement with us to participate in the Event on our terms and conditions.

You declare that all the information supplied by you on the booking form is to the best of your knowledge and belief correct and that you have read and understood the terms and conditions and agree to all of them (including but not limited to those relating to waiver of liability and indemnity) in full.

You further understand that whilst we will make every effort to ensure that your personal information is kept private, we shall not be held responsible nor liable should any information be lost or stolen by any third party.

Declaration and Indemnity

While attending this or any other event organised by Race Marketing Associates Limited I hereby acknowledge that I do so entirely at my own risk and that no claim whatsoever kind arising from my own negligence injudicious act or omission or otherwise shall be made by me or on my behalf or on behalf of any of my dependents against Race Marketing Associates Limited or any of the following personnel or agencies:

The organiser Race Marketing Associates Limited, their agents or assistants

The event instructors

Any company or organisation connected with the event

Owners or operators of race circuits or test tracks used

Any company involved in the preparation or maintenance of vehicles used on the event

Any company involved in the supply of component parts of the vehicle used on the event including tyre suppliers

Any other driver taking part

I understand that while driving my own vehicle or any vehicle loaned or hired to me at a circuit on any event organised by Race Marketing Associates Limited I do so at my own risk and no claim of any kind including damage to such vehicle will be made against Race Marketing Associates Limited or any associated company or person.

Indemnity

I agree to the above conditions and hold harmless Race Marketing Associates Limited and the organisations and persons listed above against any liability arising here under, and agree:

To follow the directions of the organisers and instructors at all times during the event and understand that the organisers or instructors will be entitled to exclude guests from any further involvement if such a guest is driving recklessly or dangerously.

I understand that seat belts and crash helmets must be worn at all times.

I declare that I hold a full valid licence appropriate for the vehicle I intend to drive and that if requested by Race Marketing Associates Limited or the venue owners, agents or representatives I will produce it for inspection.

I understand that Race Marketing Associates Limited accepts no responsibility for any loss or damage to any items brought to the event.

I confirm that I do not suffer from haemophilia and have no history of epilepsy, colour blindness or any other medical condition that could affect my ability to take part in this event.

It is important that you read and understand the declaration and indemnity and terms and conditions that apply. If there is any term that you do not understand or do not wish to agree to, then please discuss it with a Race Marketing Associates Limited representative before agreeing.

Law and Jurisdiction

This contract is subject to the law of England and Wales.