

Standard Conditions of Hire

1 General

These terms and conditions apply in respect of all services supplied or carried out by Buckmore Park Karting Limited (hereafter referred to as the Company) and no modification or variation is binding on the Company unless in writing and signed by a Director of the Company. These terms and conditions shall supersede any other terms and conditions the Hirer may seek to impose and this Agreement of Hire shall not be transferable and shall in all respects be governed and construed in accordance with the Laws of England and Wales.

2 Booking and Payments

The hiring fee or such other sum shall be agreed in writing between the parties and shall not be refunded to the Hirer other than in the event of cancellation of the agreement by the Company. All exclusive events must be confirmed with a signed booking form. We require a 50% deposit within 7 days of the reservation being made. When the reservation is made within 30 days of the event, the deposit should be paid at the time of making the reservation. Where additional drivers/teams and event extras i.e. catering are added to the event at a later date after the initial deposit has been paid, then a further signed booking form and an additional deposit are required to reflect this change. Exclusive Nano Prix, Micro Prix and 25-minute races must be paid for in full upon booking.

For all exclusive events the client is responsible for advising Buckmore on the exact final participant numbers no later than 3 days prior to the event (this includes catering/hospitality numbers). The client accepts liability to settle the balance payment in respect of the number of drivers last advised prior to the event (3 days). Full settlement is due at the commencement of the event unless agreed in writing with the Company. Payment for any additional drivers (up to the maximum number) not previously advised, must be settled at the commencement of the event. The minimum event numbers must be paid for even if the minimum is not reached. Full race fees are payable by any individual who attends the pre-race safety briefing, even if that driver elects to withdraw from the racing at any later stage. In the event that attendees arrive late, Buckmore reserves the right to shorten the event time.

3 Transfers

All payments are non-transferable unless written notice of cancellation is received no later than 12 weeks prior to the date of the event. At the discretion of the Company, one transfer may be made.

4 Liquidated Damages

Should the Hirer cancel the event within 4 weeks prior to the commencement of the period of hire then the Company will be entitled by way of liquidated damages to payment of the balance of the hiring fee.

5 Termination

All dates stipulating payment shall be deemed to be the essence of this agreement and the Company shall be entitled to charge interest at the rate of 4% per month in respect of any amounts outstanding from time to time or may at its option in the event of non-payment treat this agreement as repudiated.

6 Force Majeure

If the Company is unable to perform any of its obligations by reason of any circumstance, cause or event outside its control including (without limitation of the generality of this clause) any government restrictions, adverse weather, riot, commotion, acts of God, industrial action, breakdown of plant or any failure of gas, water services or electricity, the Company shall be entitled to be relieved of its obligations to the extent to which performance of the obligations is prevented, frustrated or suspended. In such circumstances non-performance, part-performance or delay in performance of the obligations of the Company hereunder shall not entitle the Hirer to claim damages of any kind whether direct, indirect or consequential.

7 Exclusion of Liability

The Company shall be under no liability whatsoever to the Hirer for any consequential loss or damage caused directly or indirectly by the Company, its servants, agents or employees (other than by liability which by Statute cannot be excluded). The Company does not accept responsibility for the property of the Hirer or its guests. Any goods deposited with the Company are at the owner's risk and without any obligation on the part of the Company.

8 Indemnity

The Hirer shall be responsible and shall fully indemnify the Company for any damage intentionally or negligently caused by the Hirer, its sub-contractors, servants, agents or guests to any property of the Company. Should any such damage occur, the Company will specify in writing the damage and the Hirer shall within 7 days of receipt of the Company's letter pay to the Company the sum required to rectify the damage caused.

9 Refusal of Admission

The Company reserves the right, subject to its discretion, to object to the attendance on behalf of or at the request of the Hirer any person in connection with any function. The Company reserves the right in its absolute discretion to refuse admission to the Hirer or any of the Hirer's guests or sub-contractors.

10 Amendments

No relaxation or indulgence which the Company may from time to time or at any time extend to the Hirer shall in any way prejudice or act as a waiver of the Company's rights hereunder.