BOVINGDON TERMS & CONDITIONS

Updated 30/12/2022

Please note that these terms and conditions are standard for all Drift Limits Experiences running at Bovingdon which include Supercar Experiences, Supercar Blasts, Supercar Thrills, Single-seater Experiences, Drifting Experiences, Stunt Driving Experiences, Under 17's Experiences, Race Car Experiences, Passenger Hot Laps, One-to-one Tuition and Private rental.

The purchase, use and enjoyment by you or the recipient of an experience with Drift Limits is subject to these Terms and Conditions (the "Terms and Conditions") which can also be obtained by contacting Drift Limits by writing (enclosing a pre-paid self-addressed envelope) to: Drift Limits, Runways Farm, Upper Bourne End Lane, Hemel Hempstead, HP1 2RR.

Please note that by purchasing an experience you confirm (on your own behalf and on behalf of any other person who may use the experience) that the Terms and Conditions have been read and accepted in their entirety and that any failure to fully comply at all relevant times with the Terms and Conditions may result in your removal from the Drift Limits venue, irrespective of whether you have completed your experience or otherwise. In such circumstances Drift Limits shall have no obligation to rebook the experience or make any refund.

1. OUR COMMITMENT

Drift Limits Limited ("Drift Limits") is committed to ensuring that all its customers enjoy experiences of the highest quality, which are safe, exciting and value for money. Whether a novice driver or experienced professional, we want you to feel welcome and to enjoy expert tuition from instructors in some of the best vehicles and pleasant surroundings. We know how much our customers look forward to their experiences and our terms of business have been carefully written to ensure that there are no misunderstandings which could detract from your enjoyment. Please take the time to read them, and remember that Drift Limits customer service team will be happy to talk to you via info@driftlimits.co.uk f you would like more information.

Drift Limits reserves the right to make changes to your experience, or to the vehicles used, or to the circuit used (including, without limit, relevant dates and times).

2. YOUR COMMITMENT

Once You have booked a date to carry out your experience, Drift Limits will make all of the necessary arrangements for You. Including, where appropriate, reserving Your car, instructor and circuit time. If You then choose to cancel the date and / or time booked for Your experience in contravention of the Terms & Conditions covered by the Cancellation Policy below, you will be deemed to have committed a material breach of these Terms and Conditions not capable of remedy. In such circumstances, Drift Limits reserves the right to retain all monies paid by You for the Experience(s). Should You require further information regarding Your experience please contact us in advance of your booked date on info@driftlimits.co.uk.

Drift Limits asks that You arrive promptly on the scheduled date of Your experience and register for Your experience. Drift Limits cannot permit anyone to participate in an experience without attending the preceding Drivers Briefing, so it is essential that You arrive on time – the Driver Briefing begins fifteen minutes after Your booked arrival time.

By registering for Your experience, you warrant to Drift Limits that You have not consumed any alcohol or drugs prior to Your experience which may affect your ability to participate in the experience.

Notwithstanding, Drift Limits reserves the right to refuse participation in an experience to any person(s) suspected of being under the influence of alcohol and/or drugs.

Where an experience requires a crash helmet provided by us to be worn, this requirement is mandatory and accordingly there are no exceptions.

To comply with safety regulations standards, it is a condition of admission to Drift Limits that no animals (other than assistance dogs) are allowed anywhere within the venue. Assistance Dogs are admitted to Drift Limits, please inform reception of Your requirements on arrival.

You confirm that you have read and fully understand the relevant age, height, weight and license requirements applicable to the relevant experience, they are available below. You warrant to Drift Limits that You comply with such requirements. If You have any questions or believe that You may not comply with the above requirements, please contact the Drift Limits Customer Service Team via email info@driftlimits.co.uk to discuss what alternative arrangements (if any) are available.

In exceptional circumstances when the instructor deems that any driver/participant in an experience is unable to: (a) accept instruction, (b) adhere to safety rules, (c) remain in full control of their vehicle, or: (d) makes contact with another vehicle, (e) is involved in an accident, (f) or behaves in an inappropriate or unacceptable manner, the session may be curtailed immediately at the discretion of the Duty Manager and/or the instructor. The driver in question may request to purchase a new experience but it is at Drift Limit's discretion as to whether or not to accept the booking as the safety of all participants experiences is of paramount importance.

3. CANCELLATIONS AND ALTERATIONS:

3.1 Cancellation by Drift Limits

Drift Limits may have to cancel an Event due to circumstances arising beyond its control, adverse Weather conditions or Force Majeure – these conditions are covered in **Section 14** of this document. Drift Limits will endeavor to offer either a place on an alternative or later event (subject to availability) up to the face value of the existing booking.

On the rare occasion that the vehicle you are booked in to drive suffers a mechanical failure Drift Limits will offer an alternative vehicle where possible to complete your Experience in the booked time slot, or will allow for a single free re-booking to be made within 90 days. <u>No refund will be</u> offered.

3.2 CANCELLATION BY YOU

If you are unable to attend the booked Event, please email our team as soon as possible. In these circumstances, Drift Limits cannot offer a refund of the Experience fee paid. Once the Experience has been booked and paid for this is final and the Experience cannot be refunded – Drift Limits will offer rebooking of an experience of equal value. Rebooking may be subject to a rebooking fee and must be made within 90 days of your original booking date.

Re-booking fees will be applied to any re-booking where less than 15 days' notice is given prior to the experience date, if more than 15 days' notice are given a single free re-booking will be permitted. Notice is considered the day a new date is provided and not initial contact. Any further re-bookings will incur a re-booking fee. A Cancellation Indemnity is available to purchase at the checkout when placing your order which allows you to make one re-booking without having to pay a re-booking fee. Please note that this Cancellation Indemnity is not refundable once purchased.

All rebooking's must be requested in writing via email or letter, we are unable to take any rebooking requests via the phone or social media.

Please note that a re-booking fee/s may be required even if the booking has not yet been confirmed.

If you advise in writing that you wish to cancel your booking, it will be cancelled immediately. Once cancelled, any rebooking will be chargeable even if this is to be reinstated for the same date.

3.3 CANCELLATION INDEMNITY INSURANCE

The Cancellation Indemnity is available in two separate offerings. Weekday and Weekend. Purchase of the relevant indemnity to the original day of the week according to your booking is required.

3.3.1 CANCELLATION INDEMNITY (WEEKDAY)

The purchase of a Cancellation Indemnity, indemnifies the driver named in the experience booking from the 15-day re-booking period as per Drift Limits Terms and Conditions of re-booking (Experience Terms & Conditions Section 3.2) and Rebooking fees (Experience Terms & Condition Section 5). The Weekday indemnity allows one free re-booking from a weekday booking to another weekday booking, regardless of circumstance.

A notification period of more than 24 hours is appreciated, but not required. Re-booking must be arranged via email. The placing of a new booking via Drift Limits' website, will incur another booking charge. The participant named in the experience booking may choose to re-book to a Weekend date, however a re-booking fee of £25 will apply and a Saturday Surcharge will apply.

The surcharge is applicable to each booked participant and can be utilised ONLY ONCE.

3.3.2 CANCELLATION INDEMNITY (WEEKEND)

The purchase of a Cancellation Indemnity, indemnifies the driver named in the experience booking from the 15-day re-booking period as per Drift Limits Terms and Conditions of re-booking (Experience Terms & Conditions Section 3.2) and Rebooking fees (Experience Terms & Condition Section 5). The Weekend Indemnity allows one free re-booking from a weekday booking to another weekday booking, regardless of circumstance. The Weekend Indemnity does not require another Saturday Surcharge to be paid upon re-booking.

A notification period of more than 24 hours is appreciated, but not required. Re-booking must be arranged via email. The placing of a new booking via Drift Limits' website, will incur another booking charge.

Surcharges for weekend bookings are applicable to some events, you will be notified at time of booking / checkout of these conditions. This surcharge is non-refundable and cannot be exchanged against other goods or transferred, unless through cancellation or rebooking of the event by Drift Limits.

The surcharge is applicable to each booked participant and can be utilised ONLY ONCE.

5. REBOOKING FEES

Contact must be made in writing via email to info@driftlimits.co.uk or by post to Drift Limits, Runways Farm, Upper Bourne End Lane, Hemel Hempstead, HP12RR to advise of the intent to rebook and therefore change the booked date of an experience booking. We will not accept rebooking requests via telephone or social media.

If you request your booking is cancelled in writing, your booking will be cancelled immediately and may incur fees to reinstate. If you do specifically request the booking be cancelled then fees will be calculated from the date you request a cancellation. **Drift Limits will only cancel a booking if the contact comes from the booking email and the email specifically requests the booking is cancelled.**

If you do not request a cancellation, fees will be calculated from the day a new date is provided.

Fees incurred from the day a new suitable date is provided:

After the event date has passed = Full experience driver club price* Less than 48 hours before the event = Full Experience driver club price* 48 hours to 7 days = 75% of driver club price.

8-14 days before event = 50% of experience driver club price.

15+ days before event = No fee.

*Bookings paid for <u>in full directly to Drift Limits</u> at Driver Club rates qualify for a 25% discount on the full experience driver club price as a rebooking fee when contacting us Less than 48 hours before the event **or** after the event date has passed.

All Saturday surcharges are nontransferable, if you opt to rebook for a Saturday date there will be a Saturday surcharge due unless you are rebooking a Under 17 Driving experience whereby Saturday surcharges are not applicable.

Rebooking must be completed within 90 days of the original booking date, rebooking requests outside of this window will not be accepted.

Fees due once new date is confirmed, payable within 72 hours of confirmation. Non-payment will result in your new booking being cancelled. Fees are calculated based on the date you confirm a valid new date with us from our availability, not the initial date of contact. If you advise in writing that you wish to cancel your booking, it will be cancelled immediately. Once cancelled, any rebooking will be chargeable even if this is to be reinstated for the same date.

Only one free rebooking will be permitted, all other rebooking will be chargeable in full regardless of the notice provided. Rebooking fees may be due regardless of whether a confirmation email has been received and a booking completed.

5.5 SATURDAY SURCHARGES

Saturday bookings may incur a surcharge. The Saturday Surcharge is payable at checkout during the booking process. Saturday surcharges are nontransferable and are charged per experience – NOT per person. The Saturday Surcharge depends on experience and is applicable to each individual booking placed with us.

£15 SURCHARGE:

Secret Supercar Forza

£15 SURCHARGE:

1 Supercar Passenger Ride/2 Supercar Passenger Ride/Drift Passenger Ride/Family Passenger Ride/Secret Supercar Forza/F1 Photoshoot/F1 Photoshoot & Passenger Lap/Police Criminal Passenger/Police Deputy Passenger

£25 SURCHARGE:

1 Supercar Blast/1 Movie Car Blast/1 Secret supercar Blast/2 Secret Supercar Blast/Ultimate Passenger Ride/MX5 Bronze Drift/350Z Bronze Drift/Stunt Drive/Nissan GTR 1200HP Blast/Lamborghini Gallardo Blast/Ferrari 360 Modena Blast/Ariel Atom Blast/Ford Bullitt Mustang Blast/Ford Eleanor Mustang Blast/Porsche GT2 Blast/Aston Martin V8 Vantage Blast/Dodge Charger Police Car Blast/Toyota F&F Supra Blast/Audi R8 Blast/Bentley Continental GT Blast/Maserati GT Blast/TVR T350C Blast/Lotus Evora Blast/Nissan R34 Skyline Blast/Police Pursuit MX5/Police Pursuit Pro

£35 SURCHARGE:

2 Supercar Blast/3 Supercar Blast/1 Supercar Thrill/2 Supercar Thrill/MX5 Silver Drift/350Z Silver Drift/F1000 12 Lap Experience/Classic Vs Supercar Blast/Ferrari & Aston Blast/Ferrari & Lamborghini Blast/Lamborghini & Aston Blast/Audi R8 & Lamborghini Blast/Audi R8 & Ferrari Blast/Supra & Skyline Blast/Tesla Model SP90D Blast/Dodge Viper VX Blast/Ferrari 458 Challenge Blast/Lamborghini Huracan Super Trofeo Blast/McLaren MP4 12C GT3 Blast/Radical SR5 Blast/ Mustang Nascar Blast/Tesla Model SP90D Thrill/Dodge Viper VX SRT Thrill/Nissan GTR 1200HP Thrill/Lamborghini Gallardo Thrill/Ferrari 360 Modena Thrill/Ariel Atom Thrill/Ford Bullitt Mustang Thrill/Ford Eleanor Mustang Thrill/ Aston Martin V8 Vantage Thrill/Dodge Charger Police Car Thrill/Toyota F&F Supra Thrill/Audi R8 Thrill/Bentley Continental GT Thrill/Maserati GT Thrill/TVR T350C Thrill/Lotus Evora Thrill/Nissan R34 Skyline Thrill/Tesla Model SP90D GT Experience/Dodge Viper SRT VX GT/Nissan GTR 1200HP GT Experience/Porsche GT2 Thrill/Jaguar E-Type GT Experience/Lamborghini

Gallardo GT Experience/Ferrari 360 Modena GT Experience/Ariel Atom 300 GT Experience/Bullitt 1968
Ford Mustang GT Experience/Eleanor Shelby GT500 Mustang GT Experience/Porsche GT2 GT
Experience/Aston Martin V8 Vantage GT Experience/Dodge Charger Hemi V8 GT Experience/ Fast &
Furious Toyota Supra GT Experience/Audi R8 GT Driving Experience/Bentley Continental GT
Experience/Maserati Granturismo GT Experience/TVR T350C GT Experience/Lotus Evora GT
Experience/Nissan Skyline R34 GT Experience/Driver Club Supercar Collection/Driver Club Supercar
Collection GP/Driver Club Drift Collection/Police Pursuit GTA/Blast For Two

£45 SURCHARGE:

4 Supercar Blast/5 Supercar Blast/6 Supercar Blast/3 Supercar Thrill/4 Supercar Thrill/5 Supercar Thrill/6 Supercar Thrill/EF1000 Extended Experience/MX5 Gold Drift/350Z Gold Drift/Classic VS Supercar Thrill/Ferrari & Aston Driving Thrill/Ferrari & Lamborghini Driving Thrill/Lamborghini & Aston Martin Thrill/Audi R8 & Lamborghini Thrill/Audi R8 & Ferrari Thrill/Nissan GTR & Lamborghini Thrill/Eleanor VS Bullitt Thrill/Tesla VS Viper Thrill/Lamborghini Gallardo VS Nissan GTR/Lamborghini VS Ferrari Race Car Thrill/McLaren VS Ferrari Race Car Thrill/Supra VS Skyline Thrill/McLaren MP4 12C GT3 GT Experience/Ferrari 458 Challenge Thrill GT Experience/Lamborghini Huracan Super Trofeo GT Experience/Radical SR5 GT Experience/Driver Club Race Collection/Driver Club Drift King Collection/Thrill For Two

6. CHANGES OF PLAN

If the nominated participant for any experience is unable to attend and you wish to send a replacement participant to take the reserved experience, we can accept substitutes up to the time of registration on the designated date and time, provided we have written authorisation from either the purchaser or the original participant of the relevant experience and the nominated substitute complies with all other necessary criteria as set out in these Terms and Conditions.

7. DRIVING LICENSES (NOT APPLICABLE FOR PASSENGER HOT LAPS OR UNDER 17'S EXPERIENCES)

All drivers, unless otherwise stated, must hold a full and current UK (or equivalent) driving licence at the date they are scheduled to take part in any Driving Experience. Drivers must produce their original driving license when signing in for their Driving Experience (photocopies, screenshots, online confirmation or expired licences will not be accepted).

The license produced must entitle the participant to drive on public roads in the UK with a car of equivalent size, type and transmission of the vehicle provided by Drift Limits.

8. EXPERIENCE VOUCHER VALIDITY

n/a

8.1 THIRD PARTY VOUCHERS

Third Party voucher Terms & Conditions are available directly from the Voucher Provider. The validity period, any extension to this period and their terms of use are expressly negotiable with the Voucher Provider. Drift Limits cannot issue refunds or exchanges for Third Party Vouchers. On placing an order using a Third Party Voucher you are subject to and agree to be bound by the Drift Limits Experience Terms & Conditions.

Any concerns about the use of Third-Party Vouchers to book experiences through the Drift Limits website should be referred to the Drift Limits Customer Service Team via email on info@driftlimits.co.uk.

9. PAYMENTS

Full payment must be made at the time of purchase of the Experience or Experience Voucher either by credit or debit cards (most major cards are accepted) or Paypal.

9.1 REFUNDS

No refunds will be given for any Bookings or Vouchers, where deemed appropriate by the Drift Limits Customer Service Team an exchange of goods may be offered to equal or greater value in line with our Terms & Conditions.

Refunds for faulty Goods, Services and Merchandise sold at the event will be processed in accordance with the Consumer Rights Act 2015 and at the discretion of the Drift Limits Customer Service Team.

10. DELIVERY

N/A

DESCRIPTION OF EXPERIENCES

Where the duration of an Experience is mentioned in any brochure, website, third-party, by Drift Limits' Customer Service Team or their agents, this is an approximate time given as a guide only. Unless specifically stated otherwise, you will normally take your Experience with other participants such that instruction may be shared with other pupils and there may also be some waiting time involved. Please note that any photography used in connection with Experiences (i.e., brochures, websites) is for illustrative purposes only.

11.1 PHOTOGRAPHY & VIDEO

Your participation in our event warrants to Drift Limits your consent to be photographed by our Professional Photographers for use in conjunction with our services, social media, for illustrative purposes, promotional and commercial material by Drift Limits and by our commercial partners. You acknowledge that your participation is voluntary and you will not receive compensation of any type associated with the reproduction of these images by Drift Limits or their commercial partners.

You are welcome to use photo and video equipment whilst in attendance at our events from the safety of our spectating areas. You are free to disseminate photos and videos taken in connection with our events for personal use. To use imagery captured by you at our venue, of our vehicles, during or in connection with your experience for commercial purposes you must obtain written consent from Drift Limits. You are also welcome to use your own recording equipment during your experience as long as a Drift Limits HD video recording package has been purchased.

You are not permitted to attach additional recording equipment/mounts to the exterior of Drift Limits vehicles.

Drift Limits reserve the Copyright of all imagery produced at our venue.

Drift Limits reserve the right to retain any photographs or video. If retained, a refund will be given to the value of the relevant product or a percentage of the purchased item if purchased under a bundle deal.

Queries and requests related to the use of photographic or video imagery by or in connection with Drift Limits should be addressed to our media team on media@driftlimits.co.uk

12. ACKNOWLEDGEMENT OF RISK AND INDEMNITY

The very nature of Experiences means that some personal risk may be involved in taking part in our Experiences and You are deemed to acknowledge and accept such risk on your own behalf and on behalf of any person who participates in the Experience when ordering the relevant Experience.

Drift Limits will require the driver/participants signature on a registration form before participation in any Experience is allowed. A parent or guardian will be asked to sign if the participant is aged 18 years or less.

Drift Limits will not be liable for any loss of any kind, injury or damage, howsoever caused, to you or your property ("Loss") except where and only to the extent that any such Loss is caused by the negligence of Drift Limits, its employees or authorised agents. Without prejudice to the foregoing, Drift Limits excludes to the maximum extent permitted by law any liability for such Loss. Any liability on the part of Drift Limits shall be limited to the face value of the relevant Experience.

Drift Limits reserves all rights in relation to any damage which is caused or contributed to by You to any third party or property, and You agree to fully indemnify Drift Limits and its parent and subsidiary companies and their respective officers or employees from and against all and any claims which arise, as a consequence of your reckless and/or negligent conduct whether during any Experience or otherwise.

13. MEDICAL REQUIREMENTS & WHEELCHAIR ACCESS

Please note that some medical conditions preclude certain participants from taking part and that by signing the required Experience disclaimer form, Participants certify they are medically fit to undertake and participate in the Experience.

Participants with pre-existing medical conditions such as disability, injury, heart condition etc should notify Drift Limits at least 21 days in advance if special arrangements will be needed. For further details please contact Drift Limits via info@driflimits.co.uk

We have transcripts of our verbal Driver's Briefing for those with hearing impediments, use of a BSL video translator is encouraged and we are happy to make additional arrangements with our instruction team. Please notify us of your requirements at the time of booking and well in advance of Your experience date.

We have limited wheelchair access to our spectator areas and briefing rooms. Currently, we have no provision for wheelchair access to toilet facilities, suitable facilities are situated at the nearby motorway service station.

14. FORCE MAJEURE AND WEATHER

All Experiences are offered subject to availability of dates, vehicles, facilities and, of course, the weather or other events beyond our control and accordingly Drift Limits cannot guarantee that a particular date or session will not be cancelled due to extreme adverse weather conditions or other events such as any governmental restrictions, riot, commotion, acts of God, industrial action, breakdown of vehicles or any failure of gas, water services, electricity etc. If Drift Limits is unable to run your Experience due to extreme adverse weather conditions or other events beyond Drift Limits' control You will be able to rebook your Experience for a later date/time.

WE WILL NOTIFY ALL CUSTOMERS AFFECTED BY CANCELLATION OF AN EVENT TO DESCRIBE OUR POLICY AND TO ASSIST IN REBOOKING EXPERIENCES VIA EMAIL AND TELEPHONE. WE MAKE ALL REASONABLE EFFORTS TO INFORM AFFECTED CUSTOMERS IN GOOD TIME, HOWEVER, YOU ACCEPT THAT NOTIFICATIONS MAY OCCUR AT SHORT NOTICE AND UNDER NO CIRCUMSTANCES ARE WE ABLE TO ACCEPT LIABILITY FOR ANY EXPENSE INCURRED.

Each experience has a predicted duration time, with most in the region of 90 minutes. This begins at the booked session time, not at Your actual time of arrival. The booked session time is the time You chose when booking, or the time on Your booking confirmation email. If You choose to arrive on site earlier than your booked session time, this will not be taken into consideration. All attendees must attend a Driver's Briefing. This starts 15 minutes after the session time to allow for all session participants to sign in upon arrival and lasts approximately 30 minutes.

Due to force majeure as listed above resulting in unforeseen circumstances, some delays may occur. It is the nature of Motorsport that unexpected incidents can occur in rare circumstances. We work tirelessly to ensure a continued and well-functioning experience atmosphere, with great instruction and operation within a timely manner, however must react and occasionally pause operation for safety concerns.

If Your experience activity has not commenced (with the exception of sighting laps/training) within 180 minutes of your scheduled session arrival time, we may extend the concession for You to choose to rebook and attend another date without charge. This will be at Management's discretion. We would of course implore You to stay and complete your experience, thanking you for your understanding whereby a pause is the result of an unexpected incident or force majeure outside of Drift Limits' control.

If Your experience is a multicar experience or includes several sections of driving, the duration will be longer and can experience short waiting times; depending on the cars selected, the number of cars driven and the number of laps driven in each car. The duration of these experiences may exceed 180 minutes from your arrival time. In the case of experiences driving 4+ vehicles, on multiple circuits or for many laps, we do not offer the concession of free re-booking. We will advise of a longer experience duration for larger experiences. Please check the experience duration as listed on our website.

If, due to unforeseen circumstances, there is considerable delay or an inability to complete all driving, a free rebooking of remaining driving may be offered at a manager's discretion.

15. ACCIDENT DAMAGE

The vehicles used in a Driving Experience are high value and as such you agree that any damage to the vehicle whilst under your control will be your responsibility up to a maximum value declared in relation to your experience.

15.0.1 ACCIDENT DAMAGE 13/12/21 ON

From and including the 13th of December 2021, the liability for accident damage will be amended to a maximum value of £4,500 + VAT for all experiences save the Under 17s experiences (£2,500 +VAT) and Jordan F1 Experiences (£20,000 +VAT)

15.1 COLLISION DAMAGE WAIVER / DAMAGE LIABILITY REDUCTION

From and including Monday the 13th of December 2021 we will no longer be offering the Collision Damage Waiver Product.

This product will be superseded by the Damage Liability Reduction, allowing customers to reduce their liability as per item 15.2.

The Collision Damage Waiver product allows the participant (You) to purchase for £25-£75 a variation to these Terms and Conditions and receive the benefit of Collision Damage Waiver (CDW) which reduces your liability to zero. This can be purchased at any time prior to your Experience and can be bought on the day. The Collision Damage Waiver does not cover damage caused by negligence or with malicious intent. Any fraud, misstatement or concealment in relation to these schemes shall render the relevant indemnity null and void and all claims forfeited. The Collision Damage Waiver is not applicable to Jordan F1 Experiences.

All customers who have purchased the CDW will be covered as per the CDW purchase for their experience. You will no longer be able to purchase the CDW from the 13th of December 2021.

15.2 DAMAGE LIABILITY REDUCTION

From and including the 13th of we December 2021 You can purchase for

£25-£75 a variation to these Terms and Conditions and receive the benefit of the Damage Liability Reduction which reduces your liability. Two options will be presented, reducing your liability to £500 + VAT **OR** £50 + VAT depending on the reduction option purchased. Any fraud, misstatement or concealment in relation to these schemes shall render the relevant indemnity null and void and all claims forfeited. Responsibility for the costs of

repair will be amended as listed below notwithstanding the Damage Liability section of these

terms and conditions. The damage waiver is void if I drive negligently or dangerously or if I

disregard the instructions of Drift Limits staff. This damage waiver is nonrefundable. The Damage Liability Reduction is not applicable to Jordan F1 Experiences.

16. PERSONAL ACCIDENT INSURANCE

We pride ourselves on our impeccable safety standards but motorsport activities can be dangerous and accidents can happen. You acknowledge and accept the risk by your participation in an Experience – it is unlikely that any private insurance will cover use of Our facilities during Your experience.

17. COMMUNICATIONS NOTICE

Research and direct marketing may be carried out by letter, telephone or any other reasonable method of communication should you opt in to the service. Please notify Drift Limits Customer Service Team if You do not wish to be contacted by Drift Limits in this manner, or use the unsubscribe option in the footer of our emails.

18. COMPLAINTS

Any complaints arising from participation or otherwise in connection with any Experience must be reported to Drift Limits as soon as reasonably possible. In most cases this would be on the day of the event, and all complaints reported later than the day of the event must be received in writing by Drift Limits within 14 days of the Experience being taken. Failure to report a complaint promptly may affect our ability to deal with the complaint and to the maximum extent permitted by law, Drift Limits will not consider any complaints received after that period.

19. CHANGES TO EXPERIENCES

Drift Limits reserves the right to make changes to the advertised prices, duration, location or format for Experiences however, such changes will not affect any Experience where it has already been booked and paid for.

19.1 Track Change In the unlikely event of a track change, equivalent driving distance to originally booked circuit will be driven, the equal number of laps will not be given.

20. STATUTORY RIGHTS

Your statutory rights are not affected by these Terms and Conditions.

21. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our <u>privacy policy</u>. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

22. VARIATIONS

Drift Limits may revise these terms at any time by publishing an amended document on its website (driftlimits.co.uk) or by displaying a notice to this effect at the venue. Please check the Drift Limits website from time to time to take note of any changes made, as they are binding. These terms will be superseded by any notices displayed by Drift Limits at the venue.

23. GOVERNING LAW

These Terms and Conditions shall be governed and construed in accordance with the Law of England and Wales.

JORDAN F1 EXPERIENCES

The Jordan F1 Experiences (Jordan F1 Driving Experience, Jordan F1 Suzuka Legend, Jordan F1 Grand Prix, Jordan F1 Pace Car) are all experiences that include driving in the Drift Limits Jordan F1 Car (Jordan F1).

Drift Limits (We) the experience operator and the Participant (You).

The undertaking of these driving experiences at Drift Limits is carried out as per our Experience Terms and Conditions, with the additional amendments and/or items of interest.

- 1.0 There is no Collision Damage Waiver (CDW) or Damage Liability Reduction (DLR) applicable for the aforementioned experiences.
- 1.1 The participant agrees they are liable for up to £20,000 for any damages to the vehicle caused while under their control.
- 1.2 Damages will be assessed with full quotation given.
- 1.3 Purchase of a Collision Damage Waiver or Damage Liability Reduction will result in credit being given. A refund cannot be guaranteed.
- 2.0 The Cancellation Indemnity (CI) is not applicable for the aforementioned experiences.
- 2.1 Purchase of a Cancellation Indemnity will result in credit being given. A refund cannot be guaranteed.
- 3.0 The participant MUST be under 6'2 in height this is a strict requirement.
- 4.0 The participant MUST be under 13 stone in weight this is a strict requirement.
- 5.0 If the participant cannot fit into the Jordan F1, no refund will be given.
- 5.1 If the participant is unable to control the Jordan F1, the experience may be terminated without refund being given.
- 6.0 A refundable security deposit must be paid before undertaking the experience.

The security deposit amount is £1000 made payable by debit card or cash. Credit Cards will not be accepted.

The deposit will be refunded upon completion of the experience, unless:

- 6.0.1 Should any incident occur whereby the vehicle suffers damage, Drift Limits (We) reserves the right to retain this security deposit while assessment is carried out as to repairs being required.
- 6.0.2 We reserve the right to retain a portion of this deposit for the cost of assessment and quotation as to repair costs. See 1.1/1.2.
- 6.0.3 Drift Limits will not be held accountable for any damages to the Jordan F1, any other vehicle on site or any object or persons involved in an incident. The participant agrees to and assumes responsibility for the first

£20,000 of any damages as per 1.1/1.2.

- 6.1 The participant must return to reception in order to collect the security deposit. Failure to collect on the date of the experience taking place does not result in the deposit being forfeit. Payment in cash can be arranged in person for a future date. The return of deposit at a later date via remote payment will incur a £25 Administration fee. Failure to collect either Cash payment or Debit Card payment within 28 days of the experience booking date will incur storage and processing fees charged at £10 per day.
- 7.0 We reserve the right to end the experience during any point should Drift Limits staff believe the participant is incapable of driving the Jordan F1 or upon doing so, would be at high chance of:
- 7.1 causing damage to the vehicle
- 7.1.1 placing the participant at risk
- 7.1.2 placing any member of Drift Limits staff at risk
- 7.1.3 any other participant at Drift Limits, at risk.
- 8.0 Failure to properly adhere to instructions given by a Drift Limits instructor may result in the early termination of your experience, with no refund being given.
- 9.0 Drift Limits reserves the right to amend these terms and conditions in the interest of safety, compliance and the continued operation of the experience. The participant agrees to comply with all above and any additional or amended terms and conditions at their time of experience at Drift Limits.

The participant agrees full responsibility for ensuring they are aware of all terms and conditions at the time of taking their experience.

- 10.0 The experiences will be operated during warmer months for the best conditions and experience. Drift Limits reserves the right to release new booking dates and remove dates from the calendar at any time.
- 11.0 This is experience is more likely to be impacted due to weather, in the event of heavy downpour or high winds we may contact you to postpone the booking for a clearer day. As much notice as possible will be provided.

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