

The following booking conditions, together with the information set out on the relevant Tour page of the The Nurburgring Experience websites will form the contract between you and us for your tour with us.

In this contract a reference to "you" and "your" include the lead-named person on the confirmation email (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking is made.

We are Driving Events Limited of Unit 5, Hale House, 296a Green Lanes, N13 5TP.

## **1 In this agreement:**

"Meeting Point"	means the place specified by us in the Tour Pack as the place we will meet and start your Tour
"Start Date"	means the date on which we meet to start your Tour
"Tour"	means a tour package by Driving Events Limited (which includes the trading names of The Nurburgring Experience and Nurburgringuk.com)
"Tour Pack"	means whatever documents we send to you in hard or soft copy to provide information about your Tour.

## **2 What is included in the tour package**

2.1 The following items are included:

- 2.1.1 Accommodation, including breakfasts
- 2.1.2 Services of one or more Tour Directors
- 2.1.3 Crossings if applicable
- 2.1.4 Drivers packs with route notes, maps, waypoints and useful information
- 2.1.5 Hire of communications equipment
- 2.1.6 Entrance to track day applicable to the particular event reserved

2.2 The following items are not included

- 2.2.1 Fuel/personal expenses
- 2.2.2 Food/drink (unless otherwise stated)
- 2.2.3 Tolls
- 2.2.4 travel insurance or any other insurance personal to you;
- 2.2.5 passport and visa costs;
- 2.2.6 vaccinations and medication, before, during and after the Tour;
- 2.2.7 Gratuities you choose to give, in addition to any we give on your behalf where we consider appropriate.

## **3 Booking your tour**

- 3.1 You can book at any time after our dates are published. When we receive your deposit, we will send you a confirmation email, which confirms your booking. The contract between us comes into existence at that time. You undertake to pay for the tour you have booked and we undertake to provide you with the tour we describe on our websites.
- 3.2 If you make a booking on behalf of others as well as yourself, we shall take it that you have the authority of each of those other people to enter into the contract on the basis of these booking conditions and that you and they have agreed to be jointly and severally liable to us.
- 3.3 If we are unable to accept your booking, we will of course return your payment to you immediately. The balance payment for all tours is due at latest 6 weeks (42 days) before departure, although in some instances this could be up to 8 weeks (56 days) in

this instance you will be made aware of this at time of booking. We will send you a reminder 1 - 2 weeks before the balance due date. If you are making your booking within this period, full payment will be necessary immediately.

- 3.4 Where the cost to us of any part of the tour increases, we reserve the right to pass on that increase to you and to change the price of unsold holidays. We will return to you the balance if our costs change significantly in your favour.
- 3.5 For bookings made within six weeks of departure, we require full payment within 24 hours of a verbal booking.
- 3.6 If you book a tour less than six weeks prior to the departure date you must send us the full payment at the time of booking.

#### **4 Payment**

- 4.1 You can pay by either giving credit or debit card details, or by sending a cheque through the post. (We accept VISA, MasterCard, Delta or Maestro, but not American Express). For payment by credit card there is a charge of 3% of the transaction amount. We do not keep your card details.
- 4.2 All payments to us may be made by cheque payable to 'Driving Events Ltd' or one of our trading names as mentioned above. We shall take account of your cheque on the date it is cleared into our account.
- 4.3 Alternatively, payment may be made by electronic bank transfer for which full information will be provided at the time of booking.
- 4.4 The last date for payment of the balance of the cost of your holiday will be due to us at least six weeks before the Tour Start Date. We will tell you that last date for payment after we have confirmed our acceptance of your booking.
- 4.5 If you do not pay us before the last date for payment, we reserve the right to treat your booking as cancelled. If we do that, you accept that a cancellation fee will be due to us.

#### **5 Surcharges and refunds**

- 5.1 The prices given on our web site and on our brochures/ flyers or other promotional materials are calculated at costs current at the time we fixed them. If costs rise or adverse currency exchange rates apply, you agree that we may increase prices at any time to a maximum of 15% of the advertised cost of the Tour. If we do this we shall tell you the costs which have risen and the percentage by which they have risen.
- 5.2 No matter what the increase, we shall not increase the cost less than six weeks before the departure date.
- 5.3 As we say on the Tour web pages, a minimum number of participants are required in order for a Tour to be viable. In the unusual event that we cancel a Tour, we shall return the full amount of your deposit or other payment (less any channel crossing costs paid on your behalf), or, if you prefer, transferred to an alternative event.

#### **6 Changes and cancellations by you**

- 6.1 We will try to accommodate any change you are compelled to make, but we cannot promise to do so. If we do, you agree to pay an administration fee of £25 and any additional cost of a different arrangement. Please note that crossing agents may treat a change as a cancellation and create a new booking, charging a 100% cancellation fee.
- 6.2 Only the person who made a booking may cancel. The cancellation takes effect from the date at which a written notification reaches our office.

- 6.3 If you cancel, your deposit and any crossing costs which have been invoiced will be forfeit.
- 6.4 If you cancel up to the following time frames we shall refund a sum related to the time remaining before the date of departure, as follows:
- Up to 28 days: 50% of tour cost (less deposit)
  - Up to 14 days: 25% of tour cost (less deposit)
  - Up to 7 days: 10% of tour cost (less deposit)
- 6.5 If circumstances force you to leave the Tour early, you will have to bear any additional costs yourself.

## **7 Changes and cancellations by us**

- 7.1 We reserve the right to change travel and tour arrangements. This is necessary because many of our tours involve variables which are outside our control. These include, weather, political issues, currency problems, crossings and accommodation issues.
- 7.2 We shall tell you about small changes before departure. If we think a necessary change is important, we will tell you about it as soon as we can and give you the opportunity to either accept the change, or take an alternative tour (paying or receiving a refund / credit in respect of any price difference), or cancel and accept a full refund.
- 7.3 If such problems occur during a tour, we will make alternative arrangements so as to comply as closely as possible to the description of the tour in our brochure.
- 7.4 If a problem occurs which is so serious that we have to cancel a tour before the date of departure, you may choose to accept either an alternative event (paying or receiving a refund/credit in respect of any price difference) or a full refund of all money paid.
- 7.5 We are not liable to you in any circumstances for loss or damage or loss of your tour when:
- unusual and unforeseeable circumstances arise which are beyond our control, the consequences of which we could not have avoided even with all due care; or
  - the change is not significant. We are not liable to pay you any additional travel or any other costs, expenses or losses which you incur as a result of any change or cancellation by us, such as changes to times of connecting flights or other travel arrangements.
- 7.6 We reserve the right to cancel any Tour, for which there are not enough bookings, not less than four weeks prior to departure. In the event of our cancellation, your deposit (and any other payment you may have made to us) will be refunded in full (less any channel crossing costs paid on your behalf), or, if you prefer, transferred to an alternative event.

You agree that all these provisions are reasonable.

## **8 Travel Insurance**

- 8.1 It is a condition of booking a tour that you take out appropriate travel insurance. We reserve the right to ask you for proof of cover when you make payment of the balance due for your Tour. We cannot approve the cover you have bought and are not responsible if it is inadequate.
- 8.2 Cover should be obtained not only against normal travel risks, but against additional risks appropriate to the destination country. In particular, local road transport insurance may be inadequate, so you should check that your cover includes accidents happening whilst you are a passenger in a vehicle.

8.3 We advise that you should also check that any valuable optical/photographic equipment is covered either in your travel policy or your home contents policy.

## **9 Car Insurance**

9.1 It is a condition of booking a tour that you have the appropriate car insurance. You must send us proof of cover when you make the payment of the balance due for your Tour. We cannot approve the cover you have bought and are not responsible if it is inadequate.

9.2 Car Insurance Cover should be obtained for at least third party cover for fully comprehensive cover also if you so wish. UK car insurance policies do not automatically include comprehensive cover when travelling abroad with your vehicle so please check with your insurer to arrange this before travelling.

## **10 Passport, Visa and Health Requirements**

Please note carefully:

10.1 to be absolutely safe, it is a good idea to make sure your passport is valid for at least six months after the date of return of your Tour;

10.2 remember to apply for any necessary visa in good time;

10.3 check with your GP what vaccinations and medication you may require and allow time to obtain them. Details are also available from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org).

10.4 If you are a national of an EC country and are taking a European tour, you should take your European Health Insurance Card (EHIC) available to apply from main Post Offices or online. Note that this can take up to 4 weeks to arrive after applying therefore please arrange this with suitable time to spare. It is your responsibility to ensure that you obtain all necessary inoculations, take all necessary medication and follow all medical advice in relation to your holiday. Remember to bring certificates and confirmations with you in your hand luggage.

10.5 If you need professional medical care whilst on a tour, we will try to obtain it and inform your travel insurers as quickly as practically possible. Please ensure that you provide us with your next of kin details so that we can make arrangements for them to be contacted in an emergency.

10.6 You agree to repay to us all costs we incur in providing this assistance, including payment for any transport and telephone calls must be reimbursed to the company. We will give you a receipt on your return, for you to pass to your travel insurers.

## **11 Tour Information**

Approximately two weeks before the Start Date, we shall send you an electronic pack (via email) of information relating to your Tour. This information will include:

11.1 location of Meeting Point and time of meeting;

11.2 climate and clothing recommendations;

11.3 any important details relevant to a particular site or sites that we may visit;

11.4 a tour itinerary pack.

## **12 Accommodation**

We will arrange accommodation as close as reasonably possible to the sites we visit. Accommodation will be in good quality hotels, guesthouses or lodges. Occasionally it may be necessary to use bed and breakfast accommodation. En-suite facilities will be provided wherever possible. We will discuss your exact accommodation requirements when you have made a booking, but please note:

- 12.1 we reserve the right to change accommodation to that stated on our website itineraries - (see below "changes of itinerary").
- 12.2 single rooms are normally available at an extra cost. However, if you so wish, it may be possible for you to share a room.
- 12.3 accommodation in some countries will be of a lower standard than comparable accommodation in the UK.
- 12.4 whilst staying in the hotel(s) we provide for you, you must act in a responsible manner and not cause any inconvenience by your behaviour.
- 12.5 any damage caused to hotel property and any outstanding bar tabs or restaurant bills will be paid for by you either at point of sale or upon check out of hotel. Security 'pre-authorisation' by credit card is required at check in.
- 12.6 consumption of narcotics (including but not limited to, cannabis, marijuana or cocaine) or any other illegal drugs is not permitted in the hotel rooms or at any other point on the tour. Anyone breaking this rule will be asked to leave and all reservations and activities cancelled.

### **13 Changes of Itinerary**

- 13.1 Despite careful planning, it is possible that a site may become inaccessible due to matters outside our control, for example through natural disaster or political turmoil.
- 13.2 We may decide to make changes to the itinerary to accommodate changes in weather, road works or any other reason we see fit. We will tell you of any such change via an amended itinerary either in advance or upon registration at the Meeting Point on the first day of the Tour.

### **14 Limitations on our liability**

We want you to enjoy a perfect tour with Driving Events Limited. We shall do our best to make your holiday special for you. Nonetheless, we must make clear the limitations in law. We are not liable to you for:

- 14.1 any problem arising from your failure to reach the Meeting Point on time, for whatever reason; (though we would do our best to help you in any way we reasonably could)
- 14.2 any aspect of goods or services you buy or accept other than those arranged by us;
- 14.3 medical problems or physical difficulties, even if you have told us about them in advance;
- 14.4 medical emergencies;
- 14.5 your own carelessness or negligence in any aspect of your behaviour whilst with us;
- 14.6 changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of a Tour;
- 14.7 problems or issues which we could have resolved whilst on a Tour but which you raise only after your return.
- 14.8 injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense,

cost or other sum or claim of any description whatsoever which results from either:

- 14.8.1 the act or omission of you or anyone in your party;
- 14.8.2 the act or omission of a third party not connected with the provision of your holiday.

- 14.9 services we have not provided. The services and features included in your Tour are those specified in our web site. If you choose to buy other goods or services during your holiday, those are not part of the package we provide, even if arranged at your request through our Tour leader. Accordingly we are not liable to you for any happening in connection with that service or those goods.
- 14.10 any speeding fines or altercations with the law are solely your responsibility as are any fines or associated costs that arise from this.

## **15 Local standards**

- 15.1 Laws, standards, culture and attitudes are different in many countries from what you reasonable expect at home. We are not responsible for standards of service, safety, hygiene and behaviour which may be lower than you are used to or which you expected.
- 15.2 We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we or the service supplier has not exercised reasonable skill and care.
- 15.3 Please also note that we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

## **16 Crossing and other transport delays: limit of our liability**

- 16.1 There is no guarantee that crossings, trains or ferries will depart at the time specified. If they do not, we are not liable to you for any delay or cancellation or for any failure to take what you think are the best actions to have taken in particular circumstances.
- 16.2 Our policy if a delay occurs, is to continue with our plans until the crossing (or other form of transport, if relevant) is cancelled with no suitable alternative crossing being offered by the carrier. However, if we considered it impossible to find a reasonable alternative form of transport, we would cancel the holiday and refund you all holiday payments.
- 16.3 Remember that transport and other service providers have their own booking conditions or conditions of carriage or service. You will be bound by these as far as that service is concerned. Such conditions may limit or exclude liability on the part of the relevant provider and they are often also subject to international conventions.

## **17 Help we need from you**

- 17.1 You must ensure that vehicle you travel in is fit for purpose and is in a road worthy condition with a valid MOT certificate and meets legal standards for the countries you are travelling through (for example minimum tyre tread depths)
- 17.2 In certain countries you travel through you may be required to pay toll fee's or charges, sometimes in advance (for example Switzerland require a vehicle to display a valid vignette of which must be purchased prior to travel)

- 17.3 To satisfy the majority of our clients, we apply "no smoking" rules in the same way that they are applied by law in the UK. Please note however, that smoking is permitted in some countries we may visit so we cannot prevent third parties from smoking in a bar or restaurant.
- 17.4 If we provide medical help to you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer) and you now agree to repay us that cost on your return from the Tour.
- 17.5 If at any time, it is our opinion (given by any of our staff or Tour leaders) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other Tour member, we may exclude you from the programme for the remainder of the Tour. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other clients.
- 17.6 You must ensure you have the following with you on the tour:
- 17.7 Valid European car insurance certificate or cover note
- 17.8 Travel Insurance Certificate which must include repatriation to the UK
- 17.9 European Breakdown Cover Certificate which must include repatriation to the UK
- 17.10 UK Driving Licence including photocard and paper copy
- 17.11 DVLA V5 Registration Document (or equivalent)
- 17.12 Current MOT Certificate
- 17.13 European Health Insurance Card

## **18 Complaints**

We shall try our utmost to provide a happy and fulfilling tour, but if we fail in any way, do please raise any issue with your Tour leader immediately. If your complaint cannot be satisfied or it is not dealt with to your satisfaction at the time of reporting it to the leader(s), then you should give us full details in writing, immediately on your return. We cannot respond to verbal complaints.

## **19. Release of liability**

Upon booking a tour you are accepting this agreement and by attending a tour you hereby agree;

- 19.1 to release, and forever discharge, Driving Events Ltd, it's heirs, executors, administrators, and legal representatives, any and all rights and/or claims which you have, may have, or may hereafter accrue against Driving Events Ltd, it's Directors, employees, officers, consultants, agents and associates for any and all damages, injuries, death, and/or claims which may be sustained by you directly or indirectly arising out of your activity on tour or on any of the circuits visited (including but not limited to the Nurburgring Nordschleife & Spa Francorchamps) and travelling to/from tour venues and locations (including the application of emergency or medical services) even if the damages, injuries (including death), and/or claims are caused by the negligence of those persons listed above or otherwise.
- 19.2 not to sue or litigate against Driving Events Ltd, it's Directors, employees, officers, consultants, agents or associates for any and all damages, injuries (including death), and/or claims which may be sustained by you directly or indirectly arising out of your activity or activities. 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 or claims arising from your activity or activities or behaviour on tour including all legal costs associated with such claims.

- 19.3 to release, defend, indemnify, and hold harmless Driving Events Ltd, its proprietors, its officers, consultants, agents, employees, associates and licensees and assign from and against any and all claims, demands, damages, lawsuits, liabilities or actions arising directly or indirectly out of your activities or otherwise from travelling with Driving Events Ltd whether made or claimed during or after the tour, including all associated costs and expenses and any amounts which Driving Events Ltd may pay as a settlement or compromise of any such claims or liabilities.

## **20. Indemnity**

- 20.1 You hereby agree to release, defend, indemnify, and hold harmless Driving Events Ltd, its Directors, its officers, consultants, agents, employees, associates and licensees and assigns from and against any and all claims, demands, damages, lawsuits, liabilities or actions arising directly or indirectly out of my activities or otherwise from travelling with Driving Events Ltd whether made or claimed during or after the tour, including all associated costs and expenses and any amounts which Driving Events Ltd may pay as a settlement or compromise of any such claims or liabilities.
- 20.2 You have read this waiver, fully understand its terms, and understand that you have given up substantial rights and that by booking a tour you are agreeing to these terms and conditions. You have done so freely and without inducement, coercion, or duress. You intend this waiver to be a complete and unconditional release of all liability to the greatest extent allowed by law. You agree that, if any portion of this waiver is held to be invalid, that the balance of the waiver shall continue in full force and effect.
- 20.3 Please note that by booking with Driving Events Ltd and accepting these terms and conditions you are concluding a legally binding agreement with us to and on these terms and conditions.

## **21. Miscellaneous**

- 21.1 In this agreement unless the context otherwise requires:
- 21.1.1 a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit;
  - 21.1.2 any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;
  - 21.1.3 [except where stated otherwise.] any obligation of any person arising from this agreement may be performed by any other person.
- 20.2 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 20.3 For the purposes of the Data Protection Act 1998 you consent to the processing of your personal data (in manual, electronic or any other form) relevant to this agreement, by us and any agent or third party whom we nominate. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.
- 20.4 The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 20.5 In the event of a dispute between us, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

- 20.6 This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that act.
- 20.7 We are not liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control.
- 20.8 The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and the Agent agree that any dispute arising from it shall be litigated only in England and Wales.