

email: bookings@trackroadrace.co.uk

Tel: 01903715341/07990591525

### TRR Ltd

### **BOOKING TERMS AND CONDITIONS**

This page (together with the documents referred to on it) sets out the terms on which Track Road Race Ltd makes available track days at its circuits for booking online. Please take the time to read these terms and conditions carefully before booking on this site - remember that our sales team can be contacted on 07990591525 and will be happy to deal with any enquiries you may have.

By booking a track day, you agree to abide by these terms and conditions. Your booking and your participation in the track day are also subject to the Car Track Day Regulations. If you do not agree to these terms and regulations, please do not proceed with your order.

#### **About Track Road Race LTD**

The www.trackroadrace.co.uk website ("site") is operated by Track Road Race Limited ("TRR"), a company registered in England and Wales under company number 13683395 and with our registered office and trading address at 2 Shipyard, Rope Walk, Littlehampton, UK, BN17 5DE.

### How the contract is formed between you and TRR

After placing an order, you will receive an e-mail from TRR acknowledging that we have received your order. Please note that this does not mean your order has been accepted. Your order constitutes an offer to TRR to buy a track day.

All orders are subject to acceptance by TRR, and TRR will confirm such acceptance to you by sending you an e-mail that confirms the track day has been purchased. The contract between us will be formed when we send you the confirmation email. By booking a track day through the site you warrant that you are legally capable of entering into binding contracts.

The confirmation email will also contain a link to TRR's standard Registration Form and requirements for the event. The terms of the Track Day Regulations and Registration Form will also apply to the contract between us.

If you do not receive the confirmation emails or you are unsure about any matter regarding your booking please call the track day sales team on 07990591525. Please check your spam/junk folder if you do not receive the email. Non receipt of the email could also be down to incorrect spelling, so please don't assume it didn't work - please call us.

### **Booking on behalf of Someone Else**

Please note that if you are booking on behalf of someone else, you must ensure that such person(s) receive a copy of the Track Day Regulations and Registration Form. You also undertake to us that such person(s) will comply with all requirements set out in this agreement (including in the Track Day Regulations). If they or their vehicles do not comply with the terms of this agreement (including the Track Day Regulations) then TRR shall be entitled to prevent their participation in the track day or require them to leave the venue.

You will be responsible for bearing any cost incurred as a result of cancellation or the relevant person's non-attendance at the track day. We are unable to provide refunds other than to those customers who have booked directly with us.



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If you have any doubt that anyone for whom you are booking a track day is or may not be able to comply with any of the terms of this agreement (including the Track Day Regulations) please do not proceed with that booking and advise such person(s) to book direct or contact our sales team.

### **Price and Payment**

The price of track day bookings will be as quoted on the site from time to time, except in cases of obvious error. These prices include VAT. Prices may change at any time but changes will not affect orders in respect of which TRR has already sent a confirmation email.

Payment must be by credit or debit card. We accept payment using Visa, MasterCard, Switch, Solo and Maestro. The only currency we currently accept is Pounds Sterling (GBP).

### **Availability**

All track days are subject to availability. Please check the details of your track day booking set out in the confirmation email as mistakes cannot always be rectified.

#### Cancellations

# (a) Cancellation by TRR

TRR may have to cancel a track day due to events beyond its control, for example adverse weather conditions. This will usually be in the interests of safety. Where a track day is cancelled in its entirety for such reasons, TRR will endeavour to notify participants of the cancellation although TRR cannot guarantee that participants will be informed of such cancellation before the date of the event. Where a track day is cancelled in its entirety for such reasons TRR are unable to re-imburse third party costs incurred due to the cancellation but will endeavour to offer either (a) a full credit towards a place on an alternative, later track day (subject to availability) up to the face value of the existing booking or, (b) if TRR cannot provide an alternative date, a full refund.

If TRR cancel a track day for reasons other than events beyond its control, a full credit, transfer or refund will be offered.

In order to claim any refund, please apply in writing to TRR's address set out at the start of these terms and conditions, stating clearly the track day to which the application relates. For accounting purposes any applications for refunds must be received within 28 days from the date of the cancelled track day.

# (b) Cancellation by you

If you are unable to attend the track day please call the TRR team as soon as possible, followed up with an email to bookings@trackroadrace.co.uk In these circumstances, provided TRR are notified no later than 14 days prior to the original booked track day date, TRR will endeavour to reschedule your booking or provide an TRR credit towards a later track day (subject to availability) up to the face value of the existing booking\*. Any credit held by TRR must be used within a three month period from the date of cancellation. The TRR product you are booking does not need to take place within three months; you must simply have used your credit. For example, if you cancel your track day on the 1st January, you must have booked an alternative date by the 1st April. Any credits not used within the 3 month period automatically expire. It is your responsibility to redeem the credit in time. Should TRR be notified within 14 days prior to the original booked track day date and the trackday is fully booked we will attempt to contact any available reserves and if a successful replacement is found then we will issue you an TRR credit less the admin fee\*. You may also let us know of a name change and we will action this at no fee. If we are unable to find a replacement prior to the event then we will not be able to issue the TRR credit. For the avoidance of doubt we do not offer refunds.



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Any amendments to track day bookings must be requested in writing (which includes writing to our Track Day Sales team at the address below or emailing us at bookings@trackroadrace.co.uk), stating clearly the track day to which the amendment relates.

It is your responsibility to ensure that your vehicle meets the relevant noise test requirements. If your vehicle fails any noise test and you are excluded from any further participation TRR will have no liability to you and you will not receive any refund or date transfer in relation to the event. Similarly if your vehicle suffers mechanical issues which prevent or limit participation, no refund or transfer will be given.

\*Any cancellations or amendments to track day bookings requested by you will incur an administration fee of 10% or £20 whichever is the greater. All offers of credit are entirely at the discretion of TRR.

#### **Variations**

TRR may vary the format and / or timetable of an event if required. Participants will be notified of any such change as soon as possible.

TRR may revise these terms at any time by amending this page or the relevant document. Please check this website from time to time to take notice of any changes made, as they are binding. Some of the provisions of these terms may also be superseded by notices or provisions published elsewhere by TRR at the venue.

# **Acknowledgement of Risk**

Motorsport is dangerous and can involve injury or death. Despite TRR taking all reasonable precautions, accidents can happen. By attending a track day, you acknowledge this and confirm that you are aware of the nature of the activity and attend at the venue at your own risk.

TRR may refuse access to, and eject from, its venues any persons who are acting against the interests of safety and/or whose behaviour is likely to cause damage, nuisance or injury. TRR may also have to conduct security searches at the venues to ensure the safety of customers and other persons at the relevant event.

Neither TRR nor any other members of the TRR group of companies or their representatives are responsible for any loss, damage or injury to persons or of property caused or sustained by you as result of attendance at any track day, save for liability for death or personal injury arising from TRR's negligence or for fraudulent misrepresentation.

# **Jurisdiction and Applicable Law**

The English courts will have exclusive jurisdiction over any dispute or claim arising from or related to these terms and conditions (and the documents referred to in them) and/or attendance at the venue. These terms and conditions (and the documents referred to in them) are governed by English law.

### **Photography and Production of Coverage**

Other than taking still photographs for personal, non-commercial and non-promotional use, no drivers, passengers or their guests are permitted to produce or broadcast any audio, visual (still and/or moving) and/or audio-visual coverage of the venue or any activity at the venue in any media without obtaining TRR's prior written consent.

TRR shall be entitled to charge a reasonable fee for the production of such coverage.

Where TRR provides its consent to the production of coverage (a) any and all on-board video equipment



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carried in or on vehicles must be safely and securely installed in accordance with any applicable governing body regulations; and (b) if the person making the request is a journalist, photographer and/or cameraman, such person must complete a media accreditation form supplied by TRR, accompanied by a letter or other written communication from the journalist's, photographer's or cameraman's relevant publication or company.

### CAR TRACK DAY REGULATIONS

### **Acknowledgement of Risk**

Motorsport is dangerous and can involve injury or death. Despite Track Road Race Limited (TRR) taking all reasonable precautions, accidents can happen. By attending a track day, you acknowledge this and confirm that you are aware of the nature of the activity and attend at the venue at your own risk.

TRR may refuse access to, and eject from, its venues any persons who are acting against the interests of safety and/or whose behaviour is likely to cause damage, nuisance or injury. TRR may also have to conduct security searches at the venues to ensure the safety of customers and other persons at the relevant event. Neither TRR nor any other members of the TRR group of companies or their representatives are responsible for any loss, damage or injury to persons or property caused or sustained by you as result of attendance at any track day, save for liability for death or personal injury arising from TRR's negligence or for fraudulent misrepresentation.

### **Driver Requirements**

All drivers must hold one of the following licences and comply with the relevant regulations in order to take part in a track day.

DVLA road licence - must be a fully unrestricted (not provisional) valid driving licence issued by the DVLA (or the equivalent foreign licensing authority in the driver's country of residence and be 17 years or above) with the appropriate category clearly indicated.

MSA National B (or higher) race licence - must be a current MSA National B (or higher) race licence.

**N.B. Drivers aged 16-18 years must book by phone and gain approval prior to the event.** Drivers in this age group with a senior National B must use a vehicle that is relevant and of similar performance to their race car which must also be approved in advance by the TRR team. They can only drive on circuit on their own or with an ARDS Grade "A" instructor. They cannot carry general passengers. For drivers aged 16-18 with a valid MSA National B "Junior" Race Licence the additional criteria must also be met:

- Such driver is using one of the three Junior Championship Vehicles. (Ginetta Junior, SAXMAX, Fiesta Junior)
- Such driver has an ARDS Grade "A" instructor with them at all times when on circuit.
- Such driver has, prior to the date of the event, provided written proof of their competence and licence, Instructor's licence details, and what car they plan on using to the TRR Track days team.
- Such driver's parent or legal guardian has signed and completed the relevant section of the Registration Form on the day of the event.

### **Equipment Requirements**

All drivers and passengers must wear a suitable, correctly fitting automotive crash helmet (not off road style motorcycle helmets) and have their legs covered at all times whilst on circuit. In the case of open top/soft top vehicles, drivers must wear full face helmets and also have arms covered at all times.



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**Vehicle Requirements** 

The vehicle you intend to use must conform to MOT minimum standards for road use (in the case of road cars), or MSA current safety and silencing regulations. It must be in good condition both mechanically and bodily and suitable for its intended use on the track with a seat belt or harness. Open wheels/single seater chassis are not permitted, or vehicles exceeding 1.85m high. Cars using slick tyres must have an MSA/FIM approved roll cage. It is your duty to ensure that the vehicle remains in this condition for the duration of the activity, in the interests of your safety and the safety of others at the circuit.

**Outer track limits must be adhered to.** Please read the <u>FAQ</u> section referring to "What happens if I keep running off circuit".

### **Noise Restrictions**

The vehicle you intend to use must conform to our noise regulations. Full details of these can be found here: <u>Car Track Day Noise Regulations</u>

If TRR is of the opinion that any vehicle does not comply with the applicable noise restrictions, the relevant vehicle will be prevented from participating in the remainder of the event unless and until the noise emissions are addressed to bring them within the applicable limit.

# **Accident Damage and Insurance**

TRR do not require you to have insurance cover in place on its track days. However, whilst track day accidents are rare, by using your car on track you do so at your own risk. It is entirely your choice as to whether you procure insurance to cover damage to your vehicle. It is unlikely that your normal car insurance policy will cover you for a track day, but you should check with your insurer. If you explain that the track day is non-competitive, they may extend your cover for an additional charge. Alternatively there are specialist insurance companies who provide track day insurance.

When using a TRR vehicle on circuit, you will be required to pay for the first £5000 in respect of any damage to the vehicle. The car(s) must be rested for a minimum of 20 mins out of each hour. With the exception of ARDS tests, drivers in TRR vehicles must be a minimum of 17 years old.

# On the day

### Registration

On arrival, please make sure you sign an TRR Registration Form, that you have signed on with TRR's organisers and that you have been issued with a circuit wristband. You must produce your valid UK driving licence (photo card or old paper licence) or its overseas equivalent, at the time of registration. Please note that photocopies cannot be accepted.

# Briefing

A full safety briefing will take place prior to any track activity. Please ensure you attend this briefing. Should you arrive too late, please report to an TRR organiser or the Control Tower Supervisor, who will be based in the Control Tower, where arrangements will be made for you to be individually briefed.



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### **Passengers**

Only one passenger may be carried in the vehicle at any one time. All fitted safety devices must be able to perform within their manufacturers guidelines i.e. weight and height of passenger must not interfere or prevent such safe operation within the manufacturers design parameters. Passengers under the age of 18 must have the appropriate section of the Registration Form signed by their parent or legal guardian. In any case the minimum age for passengers is 14 yrs except at Bedford Autodrome where the minimum age for passengers is 16 yrs.

On Track and in the Pit Lane

- Participants must not act or drive recklessly, dangerously or in an intimidating fashion, whether on track or otherwise. If in TRR's opinion you are acting dangerously, recklessly or in an intimidating fashion you may be removed from further participation in the track day and/or ejected from the venue, at TRR's discretion.
- No participant shall consume or be under the influence of alcohol at any time during the track day.
- If you are using a garage, please ensure you adhere to all the terms and conditions displayed therein. Including 20l fuel stored 'inside' the garage.
- No participant shall be under the influence of drugs or medication (prescribed or otherwise) or have any pre-existing medical condition that will adversely affect his or her performance during the track day.
- No pregnant drivers will be permitted to participate, whether as a driver or passenger, in any track day.
- No timekeeping or pace making of any sort is allowed on the track day.
- Open top cars will only be permitted when fitted with a full MSA/FIA approved roll safety device, or
  other road homologated roll over safety device. Road homologated vehicles which do not have the
  above by virtue of their manufactured date, but which are still in standard road homologated
  specification are also permitted.
- Participants must listen to all briefings and safety instructions throughout the track day, including flags, signals or warnings from marshals or any other representative of TRR. The decisions of TRR are final
- No paddock bikes or other forms of unlicensed motorised transport are to be used on the venue at any time.
- No animals may be brought onto the premises, except registered guide dogs.