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STANDARD TERMS AND CONDITIONS

Our Standard T&Cs apply, whether signed by both parties or not, on the basis of your email confirmation of either exclusive Suite Hire & any Hospitality agreed, or by groups or individuals that collectively 'hire' the Suite with or without hospitality for any event at Brands Hatch.

Definitions of the parties referred to in these terms and conditions are as follows:

- a) "Additional Services" means Services, which are agreed after the confirmation of the initial "Agreement".
- b) "Agreement" means the Sales Agreement of event date and price.
- c) "Balance" means the "Consideration" less the "Deposit" previously paid by the "Client".
- d) "Client" means the contracting Company or person.
- e) "Company" means www.RacingEvents.info.
- f) "Consideration" means the consideration payable by the "Client" to the "Company" as stated in the "Agreement" and shall be calculated on the initial minimum number of participants indicated on the "Agreement" or the number actually attending, whichever is greater.
- g) "Deposit" means a deposit equal to 50% of the "Consideration".
- h) "Event Date" means the date as stated within the "Agreement" on which the "Services" will be provided by the "Company" to the "Client".
- i) "Participant" mean all or any invitees of the "Client".
- j) "Payment Dates" means the dates upon which the "Deposit" and the "Balance" are due and payable to the "Company".
- k) "Representative" means any person or persons acting as servants or agents of the "Company" or independent contractors from time to time employed by the "Company".
- l) "Services" means all services provided by the "Company" at the request of the "Client".

Application of Terms and Conditions

These terms and conditions apply in respect of all Services and Additional Services supplied or carried out by the Company under this Agreement on the Event date and no modification thereof is binding unless in writing and signed by a Duly Authorised Officer of the Company or otherwise agreed by email.

These terms and conditions override any other terms and conditions stipulated, incorporated or referred to by the Client.

The contract to which these terms and conditions apply shall not be assignable, and such a contract shall be governed by and construed in all respect in accordance with the laws of England.

Payment

The Client shall pay the Deposit to the Company on execution of this Agreement and Invoice.

The Client shall pay the Balance to the Company no later than one month prior to the Event Date together with any Additional Services that shall be payable to the Company within the agreed timescale.

Any Additional Services requested after this time shall be subject to a separate invoice which shall be payable by the Client to the Company upon receipt.

Until the minimum 50% Deposit has been received by the Client, the Company shall be under no obligation to retain any hospitality package for the Client and will be free to offer it to other interested parties.

The hospitality package will not be provided unless the Company has received the full Consideration by the stated time.

Payment will be accepted via BACS transfer or Debit Card; Visa and MasterCard credit cards are also accepted but please note there will be a 3% surcharge on credit card payments.

Interest at 2% above Barclays Bank PLC base rate per month will be charged on all payments not received by the due date.

Cancellation Terms

If the Client cancels or postpones this agreement at any time during the relevant period, then the Client shall pay to the Company the Consideration as follows, excepting only if a replacement booking is achieved when a full refund will be made less a reasonable administrative cost, otherwise:

- (i) More than 8 weeks before the Event Date 30% of the agreed Consideration
- (ii) Between 4 and 8 weeks before the Event Date 50% of the agreed Consideration
- (iv) Less than 4 weeks before the Event Date 100% of the agreed Consideration

The hospitality package can only be changed at the Company's entire discretion.



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Change in Numbers

We will always endeavour to increase the number of guests made at any time but it should be noted that it may not always be possible to accommodate this change.

Any extra guests must be paid for according to the current price list.

Once the Event Date is booked, numbers can be reduced at any time but the Consideration to be paid will remain as shown on the Agreement.

Damage

The Client is liable for any damage beyond normal wear and tear to every item of equipment supplied by the Company arising out of any act or omission of the Client or its guests.

Behaviour

The Client for and on behalf of itself and each and every guest agrees to abide by and comply with any request or instruction made by or on behalf of the Company on the grounds of safety whether it be the safety of the Client its guest or some other person or on any other reasonable grounds.

The opinion of the Company and its Representatives shall be final as regards any matters of safety and the Client for and on behalf of it and every guest agrees to abide by such opinion howsoever expressed.

If in the opinion of the Company or its Representative the Client or a guest is or may be behaving dangerously or is acting in a manner which will or may in the opinion of the Company or its Representative lead to a disruption of services at the contracted Event the Client or the guest will at the request or instruction of the Company or its Representative leave the site of the Event for the remainder of the day contracted for and in such circumstances the Company and its Representative shall be under no further liability to the Client or the Participant as the case may be.

The Company reserves the right to suspend all hospitality at the contracted Event until any request or instruction to leave as aforesaid has been fully complied with.

Force Majeure

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

Refusal of Admission

The Company reserves the right in its absolute discretion to object to the attendance, on behalf of or at the request of the Client, of any person(s) and the Company reserve the right in its absolute discretion to refuse admission to the Client or any of the guests.

Variations

No variation of this Agreement shall be binding upon the parties to this Agreement unless it is in writing and agreed by both parties.

Amendments

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