

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. We require full payment at the time the booking is made. 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 refuse entry to the event although every effort will be made to assist where a genuine reason has caused the delay. No guarantee can be given in this regard and no refund is payable should the driver arrive after the designated arrival 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.

Loyalty Card – Terms & Conditions

1. The “Buckmore Park Karting - Loyalty Card” (Referred to as “Loyalty Card(s)”) remains the property of Buckmore Park Karting Ltd.
2. Loyalty Cards hold no cash or trade in value.
3. Eligibility for a loyalty card will remain the decision of Buckmore Park Karting Ltd’s Management team or Directors.
4. Applications for Loyalty Cards must be made using the correct form available from the circuit upon request.
5. A Loyalty Card may be withdrawn at any time without notice and without any form of remuneration.
6. “Buckmore Park Karting - Loyalty Points” (Referred to as “Loyalty Points”) will be awarded for transactions made towards qualifying events at the circuit.
7. Normally, 5 x Loyalty Points will be awarded for every £1.00 GBP spent on qualifying events. Each Loyalty Point can be redeemed against qualifying events for the value of £0.01 GBP. If in doubt which events qualify for loyalty card point’s redemption or accumulation then please contact the Sales Team.
8. The minimum redeemable amount of loyalty points at any one time will be 1000.
9. Loyalty Points are not transferable.
10. Loyalty Points are only redeemable with Buckmore Park Karting Ltd.
11. Loyalty Points issued will expire 365 days after the last monetary payment made by the holder of the Loyalty Card and will not be extended. If a payment is made during the 365 days then the balance of all loyalty card points remaining will be brought forward to the new expiry date.
12. Only payments made by cash/credit card or by use of a Buckmore Park Gift Card will be eligible for the collection and extension of Loyalty Points.
13. Loyalty Points will not be awarded on the redemption of Loyalty Points or any other form of payment not listed above. Loyalty Points will be awarded to the Loyalty Card holder at the time of the booking.
14. “Special Offers” - It will be at the discretion of Buckmore Park Karting Ltd’s Management Team and Directors to offer more Loyalty Points on certain events.
15. Replacement Loyalty cards can be issued for a fee.
16. Terms and Conditions subject to change without prior notice.

Video Recording – Terms & Conditions

The use of helmet mounted, chest mounted or kart mounted video cameras are not permitted at any time. We do though allow the use of shoulder mounted cameras.

1. The camera must be mounted to the shoulder using the manufacturers approved shoulder mounting only. The Race Director will have the final say in case of any doubt.
2. We do not permit the mounting of a camera directly onto a kart.
3. Video recordings cannot be used in any protest or appeal whatsoever. The Race Directors decision is always final in all matters.
4. The camera remains the responsibility of the driver. Buckmore Park Karting Ltd. cannot be held responsible for any damage or loss, howsoever caused.