

# BUCKMORE PARK STANDARD CONDITIONS OF HIRE

2018

## **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.

### **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.

## **Camera Mount Use – Rules & Disclaimer**

1. Buckmore Park Karting Ltd accepts no liability for loss or damage to your equipment.
2. The camera must use a mount that is compatible with the mounts supplied on the karts.
3. The tether provided must be fastened around the base of your camera mount.
4. Cameras can only be fitted to the karts using the base mounts attached and provided.
5. The camera will not be changed over to another kart in the event that you have to change karts during an event or session.
6. Buckmore Park Karting Ltd assumes ownership rights to any recorded footage during your session. In any event we may seize any recorded material during sessions.
7. Buckmore Park Karting Ltd reserves the right to demand the removal of any footage uploaded to publicly available sites and networks for any reason.

8. Buckmore Park Karting Ltd reserves that right to use footage recorded during your session for marketing and training purposes.

9. In the event that your equipment comes loose whilst on circuit you must return to the pit lane.

10. In the unlikely event that your equipment detaches from the kart during your session, you must return to the pit lane and notify a member of staff.

11. The Race Directors decision will be final and any footage from personal cameras will not be used in any judicial decisions, current or retrospectively.

### **Shoulder Mounts for Video Recording**

The use of helmet mounted & chest mounted video cameras are not permitted at any time. We do 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.

### **Alcohol and Drug Policy**

Buckmore Park operates a very strict alcohol and drugs policy. In the interests of safety, neither will be tolerated. If we have any doubt whatsoever about a driver's ability to drive, or if we suspect that he or she may be under the influence of either drink or drugs, we will not permit that person to drive. Remember: 12 hours must have elapsed between your last drink and your arrival at Buckmore Park.

Note: We do not refund/rebook or otherwise waive any fees paid or due in the event that we disqualify a driver for suspicion of drink or drug use. The race director's decision is final and non-negotiable. Where a licensed bar is booked as part of the planned activity, the bar will not open for business until completion of all on-track activity for that group.