

1. "Activities"=means activities provided by Manor House Leisure Limited t/a Karting North East ("KNE") which expression shall include any individual activity;
2. "Event" = means the specific Activities which are the subject of the booking;
3. "We", "Our", "Us" = means Manor House Leisure Limited t/a KNE;
4. "You" and "Your" = means the company, firm or person(s) with whom Manor House Leisure Limited t/a KNE enters into a contract as stated on the booking form.

Introduction

By booking an event, you are deemed to have accepted these terms and conditions in their entirety to the exclusion of any other terms which you may supply. No verbal or other communication overrides these terms and conditions in any respect whatsoever. No variation to these terms and conditions is effective unless agreed to in writing by an authorised representative of Manor House Leisure Limited t/a KNE.

Contract

An event shall be confirmed, and a binding contract shall be created between the person(s) named on the booking form and Manor House Leisure t/a KNE, upon receipt of the non-refundable deposit. See Price and Payment clause below.

For corporate or company events requiring an invoice for payment, an event shall be confirmed, and a binding contract shall be created between the person(s) named on the booking form and Manor House Leisure t/a KNE, upon receipt of the signed event confirmation form.

Descriptions

All descriptions and advertising issued by us which is contained in our promotional material and on our website are intended merely to present a general idea of our Activities and are correct at the time a booking is made. If you have booked an Activity/Event at the standard, non-corporate rate, this does not guarantee exclusive use of the Activity/Event. There may be additional parties booked into the event however they will be subject to the same instructions and briefings that all customers receive.

Price and Payment

- i. The total cost of the Event will be as stated on the booking form and must be made in full in accordance with this clause before the date of the Event.
- ii. A non-refundable deposit of 50% of the total cost of the Event as stated on the booking form will be payable where the booking is made more than seven (7) days before the date of the Event. The remaining balance becomes payable no later than seven (7) days prior to the date of the event.
- iii. If the Event is to take place within seven (7) days of the date upon which the booking is made, the full cost of the Event as stated on the booking form will be payable.
- iv. *For corporate or company events where an invoice has been issued, payment of the invoice in full is required in accordance with the invoice payment terms.*

The Consumer Protection (Distance Selling) Regulations 2000

Your booking is subject to our cancellation policy as detailed below which is consistent with Regulation 6 of the Consumer Protection (Distance Selling) Regulations 2000.

Cancellation Policy

Once a booking has been confirmed, and a binding contract created, your right to cancel without penalty ends. Any reduction in the number of persons included in a booking shall be treated as a cancellation in respect of such person. The Cancellation Policy shall apply to the amount paid in respect of such person who is cancelling. The terms of cancellation are as follows:

- notice of cancellation given by you seven (7) days or more prior to the date of the Event - loss of 50% of the booking value;
- notice of cancellation given by you less than seven (7) days prior to the date of the Event – loss of 100% of the booking value. All monies paid by you will be retained by us and no refund will be given in any circumstances.

For corporate or company events where an invoice has been issued, any reduction in the number of persons included in a booking which is notified to us prior to the Event, and any reduction in the number of persons in a booking which occur on the date of the Event, shall also be subject to the Cancellation Policy as set out above which shall apply to the amount paid or, if not paid, which you are liable to pay in respect of such person who is cancelling. Verbal changes to a booking and verbal cancellations are not accepted in any circumstances.

Cancellation due to bad weather/other unavoidable circumstances

If we have to cancel the Event due to bad weather or any other unavoidable circumstances the booking will be rescheduled to a mutually agreed alternative date within six (6) months after the original date booked for the Event. Should you choose not to accept the rescheduled date no refund or other compensation will be offered by us and we will be deemed to have fulfilled the contract. A decision made by any person not to take part in the Activities in any circumstances (including, but not limited to, bad weather) will be deemed to be a cancellation in respect of such person and the Cancellation Policy as stated above will apply in respect of such person. There are no exceptions.

Unforeseen circumstances may delay the start of the Event. In all cases we will endeavour to minimise inconvenience and will offer you a later start time. Should you choose not to accept a later start time offered to you no refund or other compensation will be offered by us and we will be deemed to have fulfilled the contract.

Late Arrival

All participants are required to take part in a safety briefing and must be ready to take part in the safety briefing thirty [30] minutes prior to the designated "start-time". The time stated on the confirmation of booking is the "start-time". Any person who has missed the safety briefing will not be allowed to participate and the Cancellation Policy, as set out above, will apply in respect of that person.

Exclusion from the circuit/event

We have the right, at all times, to refuse any person access to the circuit and participation in the Event. We have the right, at all times, to remove any person from the circuit or activity if in our opinion he/she is under the permitted age; he/she is the incorrect height or weight; he/she is unfit to take part in the Event because of physical or mental impairment; he/she is under the influence of alcohol or drugs; he/she has arrived too late to take part in the safety briefing; he/she is a danger to himself/herself, other participants or members of staff; he/she is displaying aggressive and abusive behaviour (verbal or physical). If any of these circumstances apply, then, in respect of that person, the booking will be deemed to have been cancelled and the Cancellation Policy set out above will apply. There are no exceptions.

Should any person damage any part of our property or verbally or physically injure a member of staff or any other participant, he/she will be dealt with the management accordingly and may face prosecution.

Personal Safety/Health Requirements

Motorsport can be dangerous.

Whilst the Activities are as safe as they can be given their inherent physical dangers, it must be understood that all safety instructions, directions, warnings and all other instructions must be followed at all times. You must satisfy yourself before taking part in the Event that you and all persons in your group have listened to and understood all safety instructions and are wearing safety equipment and/or clothing properly. If you are in any doubt you must seek further guidance and help immediately.

You are advised not to attempt to go beyond your capabilities or engage in risky or daring behaviour. Any damage caused through reckless or deliberate acts will be charged to the group member as appropriate.

All the Activities by definition involve an element of risk so you take part in the Event with the full understanding of this and accept responsibility for your own safety and the risks involved in taking part together with that of any minors for whom you have responsibility. In the case of more than one person taking part under a booking all individuals in the group will be deemed to have acknowledged the possible risks involved and agreed to take part on this basis.

Minimum heights and minimum ages apply to all activities.

You will be asked to sign a disclaimer before taking part in the Event to confirm that you are medically fit and well. If you are in doubt you must check with your GP and speak to KNE prior to attending an event. If you (or any individual in a group) refuse to sign a disclaimer you/they will not be able to take part in the Activities and such an action will be treated in respect of that person as a cancellation and the Cancellation Policy set out above will apply. No personal accident insurance is included in your booking with us. You and all persons in your group are advised to ensure that your personal insurance cover is up to date and that you are covered for taking part in view of your particular circumstances and health.

Any children present, whether participating in an event or spectating, must be adequately supervised. KNE takes no responsibility for the supervision or care of any child on site. Failure to adequately supervise children on site may affect your event. If an individual is removed from an event to supervise a child, in respect of that person, the booking will be deemed to have been cancelled and the Cancellation Policy set out above will apply.

Force Majeure

Where the Event cannot take place on the scheduled date or is delayed due to a Force Majeure event (including, but not limited to power failure, fire, explosion, collapse of building structures, failure of plant or machinery, interruption or failure of utility service including electric power, gas, or water) or any other cause beyond our control, we shall not be in breach of the contract made between us and our liability shall be limited to rescheduling the Event at a future time and date convenient to both parties.

Limitation of Liability

We will accept all liability if something which we do causes death or personal injury. We will also accept all liability for damage to your property if the cause is our fault. We will also be responsible for loss caused by our negligence.

Other than the liability which we have accepted as described above, we shall not be liable for any losses that you suffer as a result of any breach of our contract with you. We shall not be liable to you in any circumstances for any indirect or consequential losses arising out of our contract with you. In particular, since you deal with us as a consumer, we cannot accept responsibility for any losses related to any business of yours such as loss of profits or any business that you may incur as a result of any breach of the contract made between us.

Without prejudice to the above, our total liability arising under or in connection with the contract, whether arising in contract, tort (including negligence) or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to the total price paid for the Event.

General

These terms and conditions constitute the whole contract and understanding of the parties.

No term of this contract shall be enforceable under the (Contract Rights of Third Parties) Act 1999 by a person who is not a party to this contract, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

This contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales.