

## **TERMS AND CONDITIONS**

### **CONTRACT**

- 1. Completion of a booking form does not constitute a binding contract until payment is received and the booking is confirmed by GT Karting Leeds
- 2. Confirmation of the booking by Gt Karting Leeds shall create a binding contract between the person named as the organiser and GT Karting Leeds subject to the terms and conditions set out below.
- 3. No variation of these terms and conditions shall be binding on Gt Karting Leeds unless in writing and signed by a Director of GT Karting Leeds No relaxation or indulgence which GT Karting Leeds may from time to time extend to the Organiser shall in any way prejudice or act as a waiver of GT Karting Leeds rights hereunder.

### **PAYMENT**

- 4. All bookings must be accompanied by a deposit of 25% per booking.
- 5. Any deposit received is non-refundable.
- 6. All bookings must be paid in full on arrival.
- 7. The Organiser is liable for the full race fees for the use of the circuit for the number of drivers booked, even if fewer drivers attend.

### **CANCELLATION**

- 8. If the booking is cancelled by the Organiser less than 14 days prior to the event, the full race fees are payable.
- 9. Race fees will not be refunded to any driver because that driver fails to attend or is withdrawn from the racing for any reason.

## **DRIVERS**

- 10. Drivers must not consume alcohol for at least 12 hours before the event.
- 11. The Circuit's management reserve the right to refuse admission and/or to bar drivers from the track for any reason whatsoever in its sole discretion. Any person considered by the Circuit's management to be under the influence of alcohol or medication will not be allowed to race.

## **CIRCUIT EXCLUSIONS**

- 12. All drivers racing in our "senior" category must be 14 years of age or older. Drivers racing in our "junior" category must be ages 8-13 years and a guideline minimum height of 1.32 meters. Some children who reach this minimum height may not be eligible to drive if they fail the kart fitting.

13. Drivers under the age of 16 must be accompanied by an adult at all times.

- 14. If you are unsure about any driver's suitability due to weight or height please contact GT Karting Leeds for clarification in good time before the event. We also must make drivers aware that open toe shoes or sandals will result in refusal of entry to the circuit.

- 15. Adults and children are not permitted on track at the same time unless they are family members. This is at the sole discretion of the management team.

- 16. As karting is a motorsport where petrol engine karts are used there will be levels of exhaust emissions present within the building. These levels are monitored, controlled and far exceed government guidelines. A sterile room is available for younger children and pregnant spectators.

## **LATE ARRIVALS & NO SHOWS**

- 17. Bookings and tickets are transferable at the discretion of the Circuit but non-refundable. Tickets cannot be refunded, re-booked or re-used for drivers who fail to attend.

- 18. For insurance reasons, drivers arriving after the safety briefing has commenced are not allowed to race and will not receive any refund.
- 19. Where an exclusive event is delayed due to late arrivals, the Circuit's management may in their sole discretion and on request of the Organiser delay the safety briefing. In such case, the event will be shortened to make up for the time lost.

### **FORCE MAJEURE AND LIMITATION**

- 20. Where the event is prevented, frustrated or delayed due to force majeure (including but not limited to riot, strikes, natural catastrophe, power failure, fire or accident to plant or machinery) or any other cause beyond its control, GT Karting Leeds liability shall be limited to refunding or (at GT Karting Leeds option) re-scheduling the event at a future date convenient to all parties. Delays caused by accidents or poor driving on track will not be refunded or re-scheduled.
- 21. GT Karting Leeds shall not be under any liability whatsoever for direct losses, loss of profits, indirect losses or consequential losses of any type caused directly or indirectly by GT Karting, its sub-contractors, servants, agents or employees (other than liability by Statute that cannot be avoided) and its maximum liability shall in all cases be limited to the total amount of money paid for the event.
- 22. Notwithstanding the generality of the above, please note that all karting events are live events and may overrun due to unforeseen delays. Any quoted "End Time" is a pre-event estimate, for guidance only.