

TRACK SENSE TRACK/TEST DAY EVENT TERMS & CONDITIONS OF AGREEMENT

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This document comprises a legally binding agreement and sets out the Terms & Conditions by and subject to which Track Sense (Track Sense its servants or agents or other representatives hereinafter and collectively referred to as "TS") agrees to provide and allow a customer/motorcycle rider ("Rider") to participate in motorcycle Track Days, Test Days and/or Amateur Races (the "Ride"). In this Agreement, for the purposes of convenience the masculine gender is used to refer also to the feminine, all Terms & Conditions are severable, the validity of a condition does not affect the validity of any other condition, and where a part of one condition is invalid then that part is severable from the rest of that condition.

TRACK/TEST DAY TERMS, CONDITIONS & WAIVER/INDEMNITY (applies to participants at all events)

1. The Rider accepts that riding a motorcycle and participating in the Ride, on whatever racing circuit, track, road, or other surface or terrain and whether on public or private highways and regardless of the circumstances or conditions, is inherently dangerous and that it is consequently very difficult for TS to insure against risk of injury or other damage. The Rider therefore and hereby variously agrees, warrants, undertakes and accepts that in participating in the Ride, whether on a public or private highway or at or on such route or course as may be taken for the purposes of the Ride, he is (a) voluntarily exposing himself to and will assume all and any risk of damage or loss or personal injury whether to his person, property or otherwise howsoever (b) solely responsible for the manner in which he rides (c) under a legal obligation at all material times to ride with reasonable care and skill in relation to himself and others (d) responsible for ensuring that he wears appropriate protective clothing that is reasonably fit for its intended purpose (e) under a legal obligation to and will take all steps reasonably required to ensure that nothing he does, or fails to do, will adversely affect the health and safety of TS or other participants in the Ride or any third party and (f) solely responsible for injury, damage or loss that he causes to others (TS recommends that participants obtain third party liability insurance to cover this risk).

2. The Rider accepts that in requesting which rider group he would like to be in, he makes representation as to his ability to ride in that group, and accepts responsibility for any loss or damage arising from him being in the wrong rider group.

3. By way of further assurance to TS, the Rider hereby and variously warrants and declares that (a) he is fit & healthy, and that he knows of no reason, medical or otherwise, why he may not or which might otherwise influence the decision of TS to allow him to participate in the Ride (b) his eyesight (with spectacles or lenses which he will wear as necessary) is adequate for the purposes of the Ride (c) he holds a current full road driving licence or a current competition licence appropriate for the size & type of vehicle he will use and for the circumstances and venue appointed for the Ride and that (d) he will not participate in the Ride whilst using, under the influence of or suffering withdrawal from the consequences of alcohol, drugs or medication.

4. The Rider understands accepts and agrees that (a) TS is not a training organisation and does not represent itself as such and that (b) whilst TS may, it is not obliged to, give guidance on the standards of riding required and (c) it is not in a position to and will not otherwise enforce or be responsible for and hereby disclaims all and any liability for rider discipline or rider safety.

5. Both TS and the Rider agree that nothing in this Agreement shall exclude or in any way limit TS's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law but further agree that TS may and hereby a) excludes its liability to the Rider for any loss of opportunity, employment contracts, business, salary or other remuneration and profits and for any special indirect or consequential loss or damage whether in contract, warranty, civil wrong (including negligence and breach of statutory duty), or howsoever otherwise, arising out of the performance or breach of this Agreement and b) limits its liability to the Rider, in respect of all and any other claims to (i) a sum equal to the loss directly and naturally arising from TS breach of the express terms of this Agreement and (ii) not exceeding the amount of the sums paid and received by TS from the Rider under the terms of this Agreement; and in any event strictly provided that and in respect of (iii) such claims as are notified to TS, in writing, within 28 days of the Rider first becoming, or when he ought reasonably to have become, aware of them.

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6. The Rider further agrees to defend, indemnify, and hold TS harmless against any claims, damages costs, expenses & losses arising out of any claim made against them by any persons where such costs & losses are attributable directly or indirectly to the Rider's negligence or participation or other involvement in the Ride or his breach of any of the terms of this Agreement.

7. TS reserve the right to withdraw its services, without refund or any other right to claim for compensation, loss or damage or otherwise whatsoever, and will be under no further obligation to provide the Ride or other any service or facility if the rider is judged by TS as acting irresponsibly, unreasonably by or in a manner likely to endanger or cause loss or damage to the Rider, TS or others.

STANDARD PAYMENT TERMS & CONDITIONS

Payment options: Bank transfer or debit card. Credit cards and cheques are not accepted.

Deposit payment: A non-refundable deposit is required to confirm your booking.

Final payment: A non-refundable final payment is required by the due date specified for each event. TS will provide a final payment reminder by email shortly before the due date. The final payment amount varies depending on which options are booked. Failure to make the final payment by the due date will result in the automatic cancellation of your reservation and the loss of your deposit.

Rider cancellation (before final payment due date): In all cases, cancellations made before the specified final payment due date will result in the loss your deposit (no refund/credit is available).

Rider cancellation (after final payment due date): In all cases, cancellation after the specified final payment due date will result in the loss of all monies paid (no refund/credit is available). At our discretion, TS may refund/credit the Rider on a pro-rata basis for any costs that can be reclaimed from our suppliers (hotel costs for example) but this is not guaranteed so all Riders should assume that any cancellation after the specified final payment due date will forfeit all monies paid. Failure to make the final payment by the specified due date will result in the automatic cancellation of your booking and in this case the deposit payment will be forfeited.

Rider change: In the event of a Rider cancellation, you may avoid the loss of your deposit and final payment amount by providing a replacement Rider to take your place. In this case, an additional administration fee of £25 per rider will apply, and the costs for all of the previously booked options must be paid in full, either by the Rider that originally made the reservation, or by the replacement Rider.

Rider cancellations at any time (including pandemic-related cancellations): If any Rider decides to cancel for any reason (including but not limited to injury, sickness and pandemic-related travel difficulties) that will be their decision and the Terms set out in this document will apply. TS cannot accept responsibility/liability for any costs associated with situations/restrictions/difficulties that are not of our making and are therefore beyond our control so it is important that you understand this risk before booking. Note that if it is possible to run the event, TS will run the event – throughout the entire Covid19 pandemic, TS cancelled has so far only 1 event (all other events have gone ahead as planned) – so be aware that even if travel restrictions/difficulties occur, TS is unlikely to cancel the event.

TS event cancellation (including pandemic-related cancellations): In the highly unlikely event that circumstances beyond our control force TS to cancel the event, or end the event early, or cancel any event-related support services (or part thereof) TS will, on a pro-rata basis, refund/credit all Riders for all monies paid directly to TS for any part of the goods/services that TS is unable to provide. Goods/services partly provided in good faith (including but not limited to bike collections/transport) will be charged on a pro-rata basis. Note that any track time/sessions lost or ended early due to stoppages on the day (including but not limited to sessions that are stopped or missed due to accidents, injury, mechanical failure, bad weather, or similar) cannot be refunded, and refunds can only be offered for goods/services where TS is able to obtain a full/partial refund from its provider/supplier.

Rider costs associated with any and all cancellations: Subject to the Terms set out above, TS accepts liability/responsibility only for those costs that the Rider pays directly to TS. TS cannot and does not accept liability/responsibility for any other associated costs that the Rider may incur for goods/services provided by other suppliers – this includes but is not limited to all travel costs (flights, insurance, car rental, parking, public transport, accommodation, etc.), loss of earnings, and any other loss/cost that the Rider may incur.