

GRAND PRIX ADVENTURES LIMITED STANDARD TERMS

Introduction

Our goal is Your maximum enjoyment from Your Adventure. Let Us take care of the details. If you have Special Requirements, please tell Us and We will endeavor to satisfy Your needs. We shall deliver Your Adventure under the following terms. By returning the completed Reservation to Us you agree that these terms shall form part of the Contract between us.

1 Interpretation

"Acknowledgement" – Our form of acknowledgement of Your Reservation

"Adventure" – whichever of the Silver, Gold, Platinum, or Diamond packages outlined on Our website (www.grandprixadventures.com) that is selected by You on the Reservation

"Change" – Any change to the Itinerary, including cancellation of the Grand Prix after Departure.

"Contract" – see clause 18

"Departure" – unless otherwise agreed, the time that We rendezvous with You at the airport, hotel or other location in the country hosting the Grand Prix in order to commence the Adventure. For the avoidance of doubt no other time shall constitute Departure, including the departure of any travel to the rendezvous.

"Deposit" – the deposit applicable to the Adventure noted on the Reservation.

"First Traveller" – You

"Grand Prix" – the grand prix forming or intended to form part of the Adventure.

"Itinerary" – the details of the Adventure, including the times and places of any intermediate stops, transport connections; particulars of the place(s) to be occupied by You and the Named Traveller(s); and the name, address and telephone number of Our Representative on the Adventure..

"Named Traveller(s)" – the people noted as Named Travellers on the Reservation or as subsequently assigned under clause 12.

"Our Address" - 4 Dunnottar Place, Broughty Ferry, Dundee, DD5 1PJ

"Our Email Address" – info@grandprixadventures.com

"Price" – the total price in pounds sterling of the Adventure to include You and the Named Travellers and taking account of any special requirements that You tell us about when making the Reservation. The prices advertised, which may be subject to change without notice, are per person based on double or twin occupancy of accommodation. The Price will be confirmed to you in our Acknowledgement. It will not thereafter be increased except insofar as is necessary to take account of increases of the Price in transportation costs (including the cost of fuel); fluctuations in exchange rates; or increases in dues, taxes or fees such as airport taxes, occurring before 1 February in the year of the Adventure and which are greater in total than 2% of the Price.

"Reservation" – the form accompanying these Standard Terms which You complete and post, fax or email to us to reserve the place of You and the Named Travellers on the Adventure.

"Second Payment" – the second payment towards the Price noted on the Reservation.

"Second Payment Date" – the date noted upon the Reservation as the Second Payment Date.

"Special Requirements" – Any mental or physical impairments or disabilities of whatever nature; any dietary (including vegetarian or vegan), medical requirements; any allergies; any fears or phobias; any accommodation (including single room occupancy) or travel requests.

"Supplier(s)" – the people and companies that We contract with to bring you the Adventure

"Third Payment" – the remaining balance of the Price.

"Third Payment Date" – the date noted upon the Reservation as the Third Payment Date.

"We" / "Our" / "Us" – Grand Prix Adventures Limited, a company incorporated in Scotland under the Companies Acts (261985) and having its registered office at Our Address.

"You" / "Your" – the person named on the Reservation as the First Traveller. You must be over the age of eighteen years.

"Your Address" – The address that you state as your correspondence address on the Reservation. "Your Email" – the email address that you state is your email address on the Reservation.

2 The parties

The Contract is between Us, You and the Named Travellers. By signing the Reservation you confirm that you have the Named Travellers' authority to enter into the Contract on their behalf. You shall deliver a copy of the Contract to the Named Travellers who shall be deemed to have notice of it. Only You and the Named Travellers shall be entitled to rely upon the Contract. Except as provided for in clause 12, no third party shall have any right or title to insist on the Contract.

3 Reservation

To reserve your Adventure You must complete and sign the Reservation and deliver it to Us by first class post to Our Address, by fax to Our Fax Number, or by email to Our Email Address. You must also pay the Deposit. Upon our receipt of the Reservation and the Deposit we shall deliver an Acknowledgement either by return of post to Your Address or by return to Your Email, whereupon the Contract shall be concluded.

4 Special Requirements

You must tell Us on or before making the Reservation, or in the event of assignment under clause 12 within the notice of that assignment to Us, of any Special Requirements of You or a Named Traveller.

Payment

Payments of the Price may be by cheque, bank transfer or credit card. The Deposit is payable upon Reservation. The final date for payment of the Second Payment is the Second Payment Date; and the final date for payment of the Third Payment is the Third Payment Date. If the Second Date for Payment has passed at the date of making the Reservation then the Deposit and the Second Payment must be paid upon Reservation. If the Second Date for Payment and the Third Date for Payment have passed on the date of making the Reservation then the Deposit, the Second Payment and the Third Payment must be paid upon Reservation. You and the Named Travellers are jointly and severally liable for payment of the Price.

6 Cancellation

You may cancel the Adventure. Cancellation must be in writing by You and must bear Your signature. The date of cancellation shall be the date that We receive the same, either at Our Address or at Our Email Address. If You cancel the Adventure:

A Fourteen days or less from the date of delivery of the Acknowledgement We shall return of all sums paid.

B more than fourteen days after delivery of the Acknowledgement and more than ninety days before Departure We shall be entitled to retain the Deposit.

C not more than ninety days, but not less than thirty days before Departure We shall be entitled to retain seventy-five per cent of the Price.

D less than thirty days before Departure We shall be entitled to retain all of the Price.

7 Change of Adventure

You or the Named Travellers may not change the Itinerary. We reserve the right to change the Itinerary if required. In the unlikely event that We do require to change the Itinerary We shall let You know as soon as that becomes apparent to us. We will endeavor to ensure that any change is of like value and character. If it is not, and You or the Name Travellers do not wish to include the change to the Itinerary in the Adventure, we shall offer You a refund to the value of that part of the Adventure. Otherwise, We shall not be liable to You or the Named Travellers in any way in respect of any loss caused to You or the Named Travellers due to the change. A change to the Itinerary shall not constitute a material breach of the Contract.

8 Cancellation of the Grand Prix

Other than as provided for in this clause, We shall not be liable to You or the Named Travellers in any way in respect of any loss caused to You or the Named Travellers due to cancellation or re-scheduling of the Grand Prix for any reason.

In the event that the Grand Prix is cancelled or re-scheduled before Departure You may:

A cancel the Adventure and obtain a full refund of the Price;

B if the Grand Prix is re-scheduled, experience the Adventure then; or

C transfer the Adventure to the Grand Prix the following year.

In respect of B and C, We shall pass on to you any compensation or repayments that we receive from Our Suppliers in respect of You and the Named Travellers.

9 Information and Tickets

The Itinerary and full information about the Adventure shall be supplied in good time prior to Departure. All documents relative to the Adventure (including tickets, passes, keys and other such authorisations) that You and the Named Travellers may require to experience the Adventure shall be supplied to You on or before Departure, or at such other times during the Adventure as may be necessary. Once such documents have been supplied to You, You shall be responsible for them and We shall not be liable in any way for any loss caused to You, or the named Travellers, as a result of their loss, damage or theft (including refusal of entry into the Grand Prix or any other venue, or onto any travel).

10 Travel Documents

Other than Tickets (clause 3), it is Your responsibility to ensure that You and the named Travellers have any and all passports, visas, identifications and other papers that You may require to experience the Adventure, including gaining entry into the relevant venue, onto the relevant travel, or into the relevant country.

11 Suppliers' Terms

You and the Named Travellers agree to be bound by the terms and conditions of our Suppliers insofar as notice of the same is given to You or the Named Travellers.

12 Assignment

The Contract may not be assigned in any way other than as follows: In the event that after Reservation You or any of the Named Travellers are unable to experience the Adventure for any reason, You may assign the place on one occasion only to a third party provided that You tell Us of the assignment (giving the full name and address of the third party) in writing not less than thirty days before Departure. The third party shall then become a Named Traveller. You must tell us of any Special Requirements of the third party when you tell us about the assignment and we reserve the right to increase the Price to take account of such Special Requirements. We also reserve the right to increase the Price to take account of increased costs charged to us by Our Suppliers as a result of the assignment (for example, most airlines do not permit a change of traveller after flight tickets have been issued so We may require to book a further seat at additional cost). The third party shall become jointly and severally liable to Us for payment of the Price or any unpaid part.

13 Your Responsibility

It is the responsibility of You and the Named Travellers to be available for Departure on time. If You or a Named Traveller is not on time, We may depart without You or them. The conduct of You and the Named Travellers shall at all times be reasonable having regard to the people around you; and shall comply with the rules and terms of Our Suppliers and the laws of the relevant country. If in Our opinion such conduct falls short of this responsibility, We may eject You or the Named Traveller, as the case may be, from the Adventure and we shall have no further duties towards you. In the event that You are ejected from the Adventure due to your conduct, we shall remain entitled to full payment of the Price.

14 Our Responsibility

We shall deliver the Adventure at all times exercising reasonable skill and care in respect of You and the Named Travellers. Only to the extent that We do not exercise such reasonable skill and care may You or a named Traveller make a claim against us for Our failure to deliver any part of the Adventure.

15 Complaints

You or any Named Traveller must communicate any complaint about any aspect of the Adventure in writing at the earliest opportunity to Us and the Supplier concerned.

16 Limitation of Liability

Except as provided for in these terms, We shall not be liable to You or the Named Travellers in any way in respect of any loss, injury (including personal injury) or damage caused to You or the Named Travellers to the extent that such loss, injury or damage is as a result of the acts or omissions of You, the Named Travellers, or third parties, or of events out with our control (including delays to flights or other travel; strike; theft; mechanical breakdown; quarantine; state or police restrictions; war; terrorism; bad weather; or other force majeure; or the ill health in any way of You or a Named Traveller). Otherwise, Our liability whether in contract, negligence, under statute or otherwise, for any loss, injury (including personal injury), or damage suffered by You or the Named Travellers and arising from or in connection with the Contract shall be limited to the sum equal to the Price; and We shall have no liability for any consequential loss including loss of profit suffered by You or the Named Travellers. You may make any claim arising from or in connection with the Contract within three years from the date of Departure. The Contract shall cease to be enforceable three years after Departure except in so far as it is founded on in Court proceedings commenced within this period. You agree not to make any claim against Our officers or employees personally, but to make the claim against Us for their acts or omissions. This clause shall not operate to exclude or limit any liability which may not be excluded or limited by law.

17 Insurance

We do not offer insurance in respect of the Adventure. You and the Named Travellers are therefore required to arrange Your own insurance covering at least cancellation by You of the Adventure, or the cost of assistance, including repatriation, in the event of accident or illness. You must exhibit to Us a relevant certificate of the appropriate insurance before Departure and Your failure to do so shall amount to a material breach of the Contract. We may refuse to allow You or any Named Traveller who does not have the relevant insurance to depart with us and experience the Adventure.

18 Entire Agreement

These terms together with the Reservation and Acknowledgement form the Contract in entirety and no advertisements, statements, or other representations, other than notice of a Change under clause 7, shall form any part of the Contract.

19 Applicable Law and Jurisdiction

The Contract is governed by the laws of Scotland only. Any claim, dispute, or difference arising from or in connection with the Contract, whether in contract, negligence, under statute, or otherwise, shall be determined by the laws of Scotland. Only Dundee Sheriff Court or the Court of Session shall have jurisdiction in relation to any such claim, dispute or difference. We, You and the Named Travellers shall attempt in good faith to resolve any such claim, dispute or difference between us, including (if either of us requests) attending at mediation, prior to raising court action.

20 Data Protection Notice

We may process personal information about You and the Named Travellers supplied by You for providing the Adventure, administration, training and/or marketing and may pass it to our Suppliers for these purposes. When We do this We will always take reasonable steps to make sure the personal information is protected. We may also process personal information for any purposes required by law and for commercial purposes (e.g. creditworthiness checks tracing and debt recovery). We may use the personal information to contact You or the Named Travellers about Our services, but You or the Named Travellers can choose not to receive such material at any time by letting Us know.