



## **CENEX LCV2011 Terms and Conditions**

### **1 Definitions**

The parties referred to in these terms and conditions are as follows:

- 1.1 “Additional Services” means Services, which are not contracted as part of the main agreement such as AV equipment, Furniture, Graphics etc or other services agreed after completion of the online Booking Form.
- 1.2 “Agreement” means the Sales Agreement of event date and price.
- 1.3 “Balance” means the “Consideration” less the “Deposit” previously paid by the “Client”.
- 1.4 “Booking Form” means summary of facilities and services to be provided under this agreement
- 1.5 “Client” means the contracting Company or person.
- 1.6 “Company” means ‘Cenex Ltd’ or event partner ‘Rockingham Motor Speedway Limited’
- 1.7 “Consideration” means the consideration payable by the “Client” to the “Company” as stated in the “Agreement” and shall be calculated on the initial minimum number of participants indicated in the “Agreement” or the number attending, whichever is greater.
- 1.8 “Deposit” means initial payment due on signing booking form
- 1.9 “Event Date” means the date stated within the “Agreement” on which “Services” will be provided by the “Company” to the “Client”.
- 1.10 “Facilities” means the track, paddocks, garages, suites, conference rooms, temporary exhibition buildings, etc based at the “Company”
- 1.11 “Participant” means all or any Invitees/ guests of the “Client”.
- 1.12 “Payment Dates” means the dates upon which the “Deposit” and the “Balance” are due and payable to the “Company”.
- 1.13 “Representative” means any person or persons acting as servants or agents of the "Company" or independent contractors from time to time employed by the “Company”.



Low Carbon Vehicle Event 2011  
Ride & Drive, Conference and Exhibition  
7th - 8th September



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1.14 “Services” means all services provided by the “Company” at the request of the “Client”.

## **2. Application of Terms and Conditions**

2.1 These terms and conditions apply in respect of all Services and Additional Services supplied or earned out by the Company under this Agreement on the Event date and no modification thereof is binding unless in writing and signed by a Duly Authorised Officer of the Company.

2.2 These terms and conditions override any other terms and conditions stipulated, incorporated or referred to by the Client.

2.3 The contract to which these terms and conditions apply shall not be assignable, and such a contract shall be governed by and construed in all respect in accordance with the laws of England.

2.4 By completing the Booking Form which incorporates these Terms and Conditions, you agree on behalf of the Client and all and any of their invitees (“Participants”) to be bound by them in their entirety

## **3. Price and Payment**

3.1 The price of a booking will be the price stated on the Booking Confirmation Form (“Price”). Any subsequent variation in the Price agreed by the Company will only be valid if confirmed in writing to you.

3.2 The Price is payable as follows:

- A minimum deposit of 50% of the total cost shown on the booking form will be required within 10 working days of receiving the invoice, which shall be deemed delivered within 2 days of the date of posting
- Balance payable no later than 42 days prior to the date of the event.

3.4 Payment may be made in cash, BACS, cheque or by any debit or credit card we accept at the time you make payment. However, payment by credit card will be subject to a 2% surcharge.



Low Carbon Vehicle Event 2011  
Ride & Drive, Conference and Exhibition  
7th - 8th September



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3.5 Interest will be chargeable at the rate of 2% above the current base rate at the time of Bank of Scotland on any payment not received by us from you in accordance with Clause 3.2.

#### **4. Cancellation Terms**

4.1 The following cancellation charges will apply in the event the Client cancels or postpones any Event booking:

- More than 90 days before any Event – 50% of the Price.
- From 90 days to 45 days before any Event – 75% of the Price.
- Less than 45 days up to the Event date – 100% of the Price.

4.2 All cancellations must be received in writing and will be deemed to take effect from the date of receipt by the Company. The cancellation charges exclude any external equipment hired in by the Company for the event as requested by the Client, where the Client will be charged 100% of the cost.

4.3 The Company will use its best endeavours to mitigate the costs and in the event that the Company are able to hire out the facilities to an alternative client, then the Company will refund to the Client such sums that the event will provide after deduction of costs.

4.4 In the event of the Client cancelling the booking, the Company will use its reasonable endeavours to effect a re-booking. Any monies received by the Company for such re-booking shall be deemed to be set off against the Client's liability

#### **5. Booking Conditions**

You agree on behalf of the Client and all and any other Participants:

5.1 To observe and comply with all circuit rules and regulations and any advice, instruction, request or decision made by the Company whether on the grounds of the safety of the Participants or any other person or for any other reason at all;

5.2 That the Company's opinion on all matters regarding safety will be final; and

5.3 That any Participants acting in a manner which in our opinion is dangerous or may interfere with or disrupt the Event will at the Company's request and without further liability to us immediately leave the Event venue until after the end of the Event booking



Low Carbon Vehicle Event 2011  
Ride & Drive, Conference and Exhibition  
7th - 8th September



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**GROWTH**

and the Company shall be entitled at our sole discretion to suspend the Event until the Company's request is complied with by any Participant.

5.4 The Company will be entitled at the time of any Event to prevent a Participant from driving who in the Company's opinion may have consumed alcohol beforehand.

5.5 No Client will be allowed to take part in the Ride and Drive Event unless they have attended the full safety briefing preceding the Event.

5.6 Where required by the Company, all Participants must wear a crash helmet.

5.7 The Company reserves the right at their sole discretion to alter or amend the content of any Event

## **6. Liability**

6.1 It is a condition of this Agreement that in order for a Participant to take part in an Event the Participant must be in a fit medical condition to do so and must sign the Company's disclaimer of liability agreement (available upon request) prior to its commencement. Any Participant failing to sign the disclaimer of liability agreement will not be permitted to take part in the Event.

6.2 The Client is responsible for ensuring all Participants are sufficiently capable of understanding instructions given to them in the English Language on safety or whilst driving. The Company will not be liable in any way for any consequences arising from the Client's failure to do so, indeed the Company may cease the activity for the individual on the grounds of safety.

6.3 Force Majeure -If the Company is unable to perform any of its obligations under this Agreement by reason of any circumstances, cause or event outside its control including (without limitation of the generality of this Clause) any governmental restrictions, adverse weather, riot, commotion, acts of God, industrial action, breakdown of plant or any failure of gas, water service, electricity etc., the Company shall be entitled to be relieved of its obligations hereunder to the extent to which performance of the obligations is prevented, frustrated or suspended. In such circumstances non-performance of the obligations of the Company hereunder shall not entitle the Client to claim damages of any kind whatsoever whether direct, indirect or consequential.

6.4 The Company has Public Liability insurance cover up to a limit of £20,000,000 for any one event and unlimited aggregate cover in the period for all events.



Low Carbon Vehicle Event 2011  
Ride & Drive, Conference and Exhibition  
7th - 8th September



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**GROWTH**

6.5 The Client shall be liable for any damage caused by the Participants to the facilities and property owned by the Company except to the extent it is deemed fair wear and tear

## **7. General**

7.1 No variation of this Agreement shall be binding upon the parties to this Agreement unless it is in writing and signed by the parties

7.2 The Company has a preferred suppliers list for all outside suppliers, including but not limited to catering, AV, signage, marquees and entertainments. Clients are not permitted to bring in outside contractors without the express written consent of the Company.