

SILVERSTONE EXPERIENCE TERMS AND CONDITIONS VERSION 2009:1

Please note that these Terms and Conditions are standard for all Silverstone Experiences which include Driving Thrills, Driving Experiences, Silverstone Challenge, Hot Rides and Tour Silverstone. The purchase, use and enjoyment by You or the recipient of an Experience with Silverstone is subject to these Terms and Conditions. These Terms can also be obtained by contacting Silverstone by telephone on 0844 3728 270 or by writing (enclosing a pre-paid self addressed envelope) to: Silverstone Circuits Limited, Silverstone Circuit, Northamptonshire, NN12 8TN. Please note that by purchasing an Experience You confirm (on Your own behalf and on behalf of any other person who may use the Experience) that the Terms and Conditions have been read and accepted in their entirety and that any failure to fully comply at all relevant times with the Terms and Conditions may result in Your removal from the Silverstone Circuit, irrespective of whether You have completed Your Experience or otherwise. In such circumstances Silverstone shall have no obligation to rebook the Experience or make any refund.

Our commitment

Silverstone Circuits Limited ("Silverstone") is committed to ensuring that all its customers enjoy Experiences of the highest quality, which are safe, exciting and value for money. Whether a novice driver or experienced professional, we want You to feel welcome and to enjoy expert tuition from licensed instructors in some of the best vehicles and pleasant surroundings. We know how much our customers look forward to their Experiences and our terms of business have been carefully written to ensure that there are no misunderstandings which could detract from Your enjoyment. Please take the time to read them, and remember that Silverstone's helpful Contact Centre Team will be happy to talk to You on 0844 3728 270 if You would like more information. If it becomes necessary for Silverstone to make a change to Your Experience, or to the vehicles used, or to the circuit used (including, without limit, relevant dates and times) Silverstone will use reasonable efforts to contact You to advise You of any change and, if necessary, will offer You an alternative Experience of an equivalent value.

Your commitment

Once You have booked a date to carry out Your Experience, Silverstone will make all of the necessary arrangements for You. Including, where appropriate, reserving Your car, instructor or guide and circuit time. If You then choose to cancel the date and/or time booked for Your Experience due to any reason other than those covered by the Cancellation Indemnity provided with eligible vouchers (see details below), You will be deemed to have committed a material breach of these Terms and Conditions not capable of remedy. In such circumstances, Silverstone reserves the right to retain all monies paid by You for the Experience(s). Should You require further information regarding Your Experience please contact us in advance of Your booked date on 0844 3728 270. Silverstone asks that You arrive early on the scheduled date of Your Experience and register for Your Experience at least 30 minutes before the scheduled start time (15 minutes for Tour Silverstone). Silverstone cannot permit anyone to participate in an Experience without attending the preceding drivers' briefing, so it is essential that You arrive on time. By registering for Your Experience, You warrant to Silverstone that You have not consumed any alcohol or drugs prior to Your Experience which may affect Your ability to participate in the Experience. Silverstone reserves the right to refuse participation in an Experience to any person(s) suspected of being under

the influence of alcohol and/or drugs. Where an Experience requires a crash helmet provided by us to be worn, this requirement is mandatory and accordingly there are no exceptions.

To comply with safety regulations standards, it is a condition of admission to Silverstone Circuit that no animals (other than assistance dogs agreed in advance in writing by Silverstone) are allowed anywhere within the Silverstone Circuit complex.

To comply with safety regulations standards, it is a condition of admission to Silverstone Circuit that no animals (other than assistance dogs agreed in advance in writing by Silverstone) are allowed anywhere within the Silverstone Circuit complex. You confirm that You have read and fully understand the relevant age, height, weight and licence requirements applicable to the relevant Experience You are taking and warrant to Silverstone that You comply with such requirements. If You have any questions or believe that You may not comply with the above requirements, please call the Silverstone Contact Centre Team on 0844 3728 270 to discuss what alternative arrangements (if any) are available. In exceptional circumstances when the Instructor deems that any driver/participant in an Experience:

- (a) is unable to accept instruction,
- (b) is unable to adhere to safety rules,
- (c) is unable to remain in full control of their vehicle,
- (d) makes contact with another vehicle,
- (e) is involved in an accident,
- (f) or behaves in an inappropriate or unacceptable manner,

the session may be curtailed immediately at the discretion of the Duty Manager and/or the Instructor. The driver in question may request to purchase a new Experience but it is at Silverstone's discretion as to whether or not to accept the booking as the safety of all participants Experiences is of paramount importance.

Changes of plan

If the nominated participant for any Experience is unable to attend and You wish to send a replacement participant to take the reserved Experience, we can accept substitutes up to the time of registration on the designated date and time, provided we have written authorisation from either the purchaser or the original participant of the relevant experience and the nominated substitute complies with all other necessary criteria as set out in these Terms and Conditions.

Spectators and children

Please feel free to bring friends and family to spectate for all Experiences (except Tour Silverstone). All persons under the age of 16 years must be accompanied at all times by a parent, guardian or responsible adult over the age of 18 years unless under instruction by a qualified Silverstone instructor.

Driving licences (not applicable for Hot Rides or Tour Silverstone)

All drivers, unless otherwise stated, must hold a full and current UK (or equivalent) driving licence as at the date they are scheduled to take part in any Driving Experience. Drivers must produce their original driving licence and counterpart (if applicable) when signing on for their Driving Experience (photocopies or expired licences will not be accepted).

Experience voucher validity A Silverstone Experience Voucher is a great way of treating someone special to the experience of a lifetime. With a Dated Voucher You select the

date and time of the Experience, which cannot then be changed. With Silverstone's Open Vouchers You can either select a date at the time of purchase or leave it open for the lucky participant to choose. Open Vouchers, unless otherwise stated, are valid for 12 months from the date of purchase and must therefore be used within that period. Due to high demand, Silverstone recommends that, to avoid disappointment, the Experience date should be booked within 9 months from the date of purchase of an Open Voucher to ensure a date is available. Under no circumstances can an Experience Voucher be extended beyond its stated validity period.

Payments

Full payment must be made at the time of purchase of the Experience Voucher either by credit or debit cards (most major cards are accepted) or by cheque or postal order. If You decide to pay by cheque, we shall not dispatch the Experience Voucher to You until such time as Your cheque has cleared and we are in receipt of full payment. A £3.00 handling fee will apply to all purchases. Refunds No refunds will be given. Delivery All Experience Gift Boxes and Vouchers are dispatched via Royal Mail postal service, unless collected from Silverstone's office or sent by another dispatch service on request. You should receive Your Gift Box or Voucher within 10 days of ordering, but in the rare instance that a Gift Box or Voucher has not been received within this time, please call the Silverstone Contact Centre Team on 0844 3728 270 to make alternative arrangements. If You require guaranteed delivery on a specific date, Silverstone can send Your Gift Box or Voucher by Royal Mail Special Delivery subject to an additional cost. All Royal Mail services apply to UK mainland addresses only.

Description of Experiences

Where the duration of an Experience is mentioned in any brochure, by Silverstone's Contact Centre Team or their agents, this is an approximate time given as a guide only. Unless specifically stated otherwise, You will normally take Your Experience with other participants such that instruction may be shared with other pupils and there may also be some waiting time involved. Please note that any photography used in connection with Experiences (i.e. brochures) is for illustrative purposes only.

Acknowledgement of risk and indemnity

The very nature of Experiences means that some personal risk may be involved in taking part in our Experiences and You are deemed to acknowledge and accept such risk on Your own behalf and on behalf of any person who participates in the Experience when ordering the relevant Experience. Silverstone will require the driver/participants signature on a registration form before participation in any Experience is allowed. A parent or guardian will be asked to sign if the participant is aged 15 years or less. Silverstone will not be liable for any loss of any kind, injury or damage, howsoever caused, to You or Your property ("Loss") except where and only to the extent that any such Loss is caused by the negligence of Silverstone, its employees or authorised agents. Without prejudice to the foregoing, Silverstone excludes to the maximum extent permitted by law any liability for such Loss. Any liability on the part of Silverstone shall be limited to the face value of the relevant Experience. Silverstone reserves all rights in relation to any damage which is caused or contributed to by You to any third party or property, and You agree to fully indemnify Silverstone and its parent and subsidiary companies and their respective officers or employees from and against all and any claims which arise, as a consequence of Your reckless and/or negligent conduct whether during any Experience or otherwise.

Medical requirements

Please note that some medical conditions preclude certain participants from taking part and that by signing the required Experience registration form participants certify they are medically fit to undertake and participate in the Experience. For further details please speak to one of Silverstone's Contact Centre Team on 0844 3728 270.

Force majeure and the weather

All Experiences are offered subject to availability of dates, vehicles, facilities and, of course, the weather or other events beyond our control and accordingly Silverstone cannot guarantee that a particular date or session will not be cancelled due to extreme adverse weather conditions or other events such as any governmental restrictions, riot, commotion, acts of God, industrial action, breakdown of plant or any failure of gas, water services, electricity etc. If Silverstone is unable to run Your Experience due to extreme adverse weather conditions or other events beyond Silverstone's control You will be able to re-book Your Experience for a later date/time. Please call 0844 3728 207 for up to date weather conditions at Silverstone. You must contact us on 0844 3728 270 within 7 days of Your cancelled date in order to rebook Your Experience. The Experience must be booked and taken within 3 months of the original cancelled date.

ACCIDENT INSURANCE INDEMNITY TERMS AND CONDITIONS

Accident damage

The vehicles used in a Driving Experience are high value and as such You agree that any damage to the vehicle whilst under Your control will be Your responsibility up to a maximum value of £1,500. Accident damage indemnity You can purchase for £10 a variation to these Terms and Conditions and receive the benefit of Accident Damage Indemnity which reduces Your liability to zero. This can be purchased at any time prior to Your Experience and can be bought on the day. These are summaries of cover. Any fraud, misstatement or concealment in relation to these schemes shall render the relevant insurance or indemnity null and void and all claims forfeited

PERSONAL ACCIDENT INSURANCE

Silverstone maintains third party and public liability insurance cover for all its operations involved in Experiences. All Experiences purchased direct from Silverstone include Personal Accident insurance. If You have purchased Your Experience from a third party/agency and not direct from Silverstone You will not be covered by the Personal Accident Insurance policy put in place by Silverstone and will need to contact the relevant third party/agent direct in relation to obtaining Personal Accident Insurance. Cancellation Indemnity can be included at an additional cost (full details of which are set out below).

Personal accident insurance

We pride ourselves on our impeccable safety standards but motorsport activities can be dangerous and accidents can happen. You acknowledge and accept the risk by Your participation in an Experience.

Summary of cover

Insured person

Any person or group of persons participating in Experiences organised by Silverstone Circuits Limited, registered in England with Company No. 882843 ("Silverstone").

Benefit

In the event of the insured person or group of persons sustaining bodily injury as stated below, compensation in accordance with the following will be paid.

Compensation

Death or permanent total loss of eye(s) or loss of limb(s) or permanent total disablement from usual occupation, except in respect of persons not in full-time employment for whom any occupation for which they are suited by age, knowledge and training, will apply: £50,000 (death benefit if under 16 is £5,000).

Operative time

The policy is valid at all times whilst the customer is attending or participating in Experiences organized by Silverstone.

Principal terms

The insured person or group of persons warrants that: – they are not aged under 13 (or 10 in the case of Hot Rides) or over 70; – they are in good health and free from any physical defect or infirmity which would restrict the holding of a driving licence in their country of residence In respect of temporary total disablement, the following conditions apply: – 7 day deferment period; – excluding any preexisting condition; – maximum payment cannot exceed 100% of gross weekly wage; – claimant must be in gainful employment; – restricted to any and every occupation.

Notes

This is a summary of cover, not a policy document and is issued subject to the terms, clauses, conditions and warranties as within the master policy, a copy of which can be obtained by contacting Silverstone by telephone on 0844 3728 270 or in writing. This policy is entirely underwritten by Chubb Insurance Company, of Europe.

Cancellation indemnity

You can purchase for £10 a variation to these Terms and Conditions and receive the benefit of Cancellation Indemnity as per the summary of cover below. This can be purchased at any time prior to redeeming Your Voucher.

Summary of cover

An Experience will be reimbursed if the Customer (as defined below) should cancel a booked Experience as a direct consequence of one or more of the circumstances set out below. Reimbursement will take the form of a dated voucher (other than in relation to death) for an Experience of an equivalent value.

Additional charges may apply.

- The Customer sustaining bodily injury or serious illness.
- Cancellation, curtailment or major rescheduling of scheduled public transport services.
- Mechanical breakdown of motor vehicle or road traffic accident involving the vehicle in which the Customer is travelling on their journey to the booked Experience.
- The death, bodily injury or Serious Illness of the Customer's relative.
- The Customer becoming pregnant.

- Compulsory quarantine, subpoena or hijacking (or any similar terrorist threat or act) involving the Customer or any person with whom the Customer is travelling.
- The Customer's presence being required by the Police following burglary (or any similar act of crime) at the Customer's home or business.
- Fire, storm or flood damage to the Customer's home in the UK.
- The Customer being called-up to serve with armed forces reserves or by conscription.
- The Customer being called-up for jury service.
- Unredeemed Gift Vouchers are not covered by the scheme and You may make only one claim under the scheme. The Indemnity cover is not transferable.

Definitions

'You/Your' shall refer to the purchaser and/or the user of the activity. 'Customer' shall mean the individual for whom the activity is booked. 'Serious Illness' shall be an illness that a doctor would confirm as sufficient to affect the Customer's participation in the activity. We reserve the right to request additional information/doctor's records. This information must be received by Silverstone within seven days of the Customer's booked date. Customers will be asked to provide a written explanation of reason for cancellation with any appropriate supporting documents where relevant, which must be received within seven days. Settlement of a claim is subject at all times to Customers providing such explanations and supporting documentation as may reasonably be requested by us.

Communications notice

Calls to the Silverstone Contact Centre may be monitored for quality assurance and staff development purposes. Research may be carried out by letter, telephone or any other reasonable method of communication. Please notify Silverstone's Contact Centre Team on 0844 3728 270 if You do not wish to be contacted by Silverstone in this manner

Complaints

Any complaints arising from participation or otherwise in connection with any Experience must be received in writing by Silverstone within 14 days of the Experience being taken. To the maximum extent permitted by law, Silverstone will not consider any complaints received after that period.

Changes to Experiences

Silverstone reserves the right to make changes to the advertised prices for Experiences however such changes will not affect any Experience where it has already been booked and paid for. Statutory rights Your statutory rights are not affected by these Terms and Conditions.

Your safety

Silverstone is recognised and licenced by the governing body of UK Motorsport – the Motor Sports Association (MSA). All our vehicles are operated and maintained by Drive Silverstone (a trading name of Silverstone), with regular checks by independent qualified engineers approved by the MSA. Silverstone Circuit, with its fully equipped medical centre staffed by qualified paramedics, carries full public liability and third party insurance. We have an experienced team of MSA licenced Race (ARDS) and Rally (BARS) instructors.

Monetary Vouchers

The Terms and Conditions stated are not applicable to Monetary vouchers. For Monetary Voucher Terms and Conditions please see the back of the Monetary Voucher or visit our website.