

## Whilton Mill Ltd - Terms and Conditions

These Terms and Conditions are the standard terms for all Events provided by Whilton Mill Ltd, a company registered in England under number 02031409, of Whilton Locks, Daventry, Northants, NN11 2NH ("the Company").

### 1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
  - "**Booking**" means the provisional booking of the Event including, but not limited to, setting the date and agreeing the fees;
  - "**Booking Confirmation**" means the confirmation that the Booking has been accepted;
  - "**Premises**" means our premises, track, facilities or any part of them;
  - "**Contract**" means the contract formed once the Booking has been accepted, as explained in clause 2;
  - "**Event**" means the event we are providing, as detailed in the Booking Confirmation;
  - "**Price**" means the price payable for the Booking;
  - "**We/Us/Our**" means the Company and includes our employees;
  - "**You/Your**" means the person making the booking. Where the person making the Booking is doing so on behalf of another person or business, that person confirms they have the authority to contractually bind and enter into the Contract on behalf of that other person or business.
- 1.2 Each reference in these Terms and Conditions to "writing" and "written" includes emails and text messages.
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect on their interpretation.
- 1.4 Each reference to the singular number shall include the plural and vice versa. Each reference to any gender shall include the other gender. References to persons shall include corporations.

### 2. The Contract and the Booking

- 2.1 These Terms and Conditions govern all Events provided by us and will form the basis of the Contract between you and us. Before making a Booking, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.
- 2.2 Nothing provided by us including, but not limited to, sales and marketing literature or price lists constitutes a contractual offer capable of acceptance. Your Booking constitutes a contractual offer that we may, at our discretion, accept.
- 2.3 All Bookings will be subject to these Terms and Conditions. A legally binding contract between us and you will be created upon our acceptance of your Booking, indicated by our Booking Confirmation. Booking Confirmations will be provided in writing.
- 2.4 You may change your Booking after receiving the Booking Confirmation, a minimum of 7 days before the Event date. We will use all reasonable endeavours to accommodate any requested changes but cannot guarantee that we will be able to do so. If doing so means that we will incur higher costs, we will inform you and ask you how you wish to proceed before taking any action.
- 2.5 You may cancel your Booking a minimum of 30 days in advance of the Event date. If you have already made any payments to us under clause 6 (including, but not limited to the Deposit), the payment(s) will be refunded to you within 14 days. Please confirm the cancellation in writing. If you wish to cancel the Booking after this time period, please refer to clause 10.
- 2.6 You may rearrange your Booking a minimum of 14 days in advance of the Event date, to another date agreed between us. If we receive the required notice, we will transfer any Deposit already received to the rearranged Booking. If you give us less than 14 days' notice, you will lose your Deposit and will need to pay another Deposit for the rearranged Booking.
- 2.7 It is your responsibility to disclose anything that may be relevant to your, or a member of your group's, ability to take part in the Event at the time of Booking. This may include, but is not limited to, pregnancy, disability, access requirements or dietary requirements (where catering is included). We will advise if we can accept the Booking on this basis. Please note our karts are not adapted for amputees at this time.
- 2.8 If you fail to disclose any relevant information in accordance with clause 2.6 and we are either informed on the day of the Event or the non-disclosure transpires otherwise, we reserve the right to cancel your Booking and no refund will be given.

### 3. Participant numbers

- 3.1 Your Booking will need to state the number of participants taking part in the Event.
- 3.2 Should the number of participants increase or decrease, we require a minimum of 7 days' notice prior to the Event date.
- 3.3 Should the number of participants decrease, we will retain any deposits paid but no further payment will be required provided notice is given as above. However, if we do not receive the required notice and should fewer participants take part on the Event date, we will

retain any payments made in advance, including any deposits, and where the final sum has not yet been paid, we may request this at our discretion.

- 3.4 Where we have detailed a minimum number of participants, you will be required to pay in full for this minimum number, regardless of whether fewer participants take part on the Event date.
- 3.5 Should your Booking include catering, we will require payment in full for the agreed number, again regardless of whether fewer people attend the Event.
- 3.6 Should the number of participants increase, these will be charged at the same rate where possible. However, we may need to change the arrangements relating to the Booking to accommodate the additional participants (for example, changing the track or the number of supervisors) therefore there may be an increased overall cost. We will advise of this when you contact us and the additional cost will be added to the final Price.

### 4. The Event

- 4.1 All persons admitted to the Event, including participants and spectators, agree to abide by these Terms and Conditions and any specific safety rules we may provide. Where you have made the Booking on behalf of any other person(s), you agree to accept full responsibility for their actions or lack of actions and will ensure each individual complies with these Terms and Conditions.
- 4.2 Whilst at the Event, you must comply with all reasonable instructions given to you by us or any third party instructed on our behalf.
- 4.3 We reserve the right to refuse entry, ban, or remove from the Premises, without any right to a refund, any participant, spectator or group who, in our sole opinion, is not complying with these Terms and Conditions or is exhibiting offensive, violent or unsafe behaviour.
- 4.4 Participants and spectators are responsible for their own safety at all times, are not permitted to leave the vicinity indicated by the manager allocated on arrival and must not climb or stand on fences, barriers or walls, climb over safety barriers or enter or attempt to enter any restricted or prohibited area.
- 4.5 Children must be supervised by a parent or legal guardian at all times.
- 4.6 Any personal items and vehicles are left at the owners' risk. We take no responsibility for loss or damage while at our Premises. No vehicles are permitted to remain at our Premises outside our normal operating hours.
- 4.7 No food or drink may be brought onto the Premises without our permission.

### 5. Participant Rules

- 5.1 All participants must be a minimum of 16 years of age, except as detailed in clause 5.2 below. Proof of age may be required.
- 5.2 Specific karting height and age requirements are as follows:
  - 5.2.1 Bambino Academy = 6 - 8 year olds, no height requirement
  - 5.2.2 Cadet Academy = 8 - 12 year olds, no height requirement
  - 5.2.3 Mill Circuit = 12 years and older, minimum of 5'1" in height
  - 5.2.4 National Circuit = 16 years & older, minimum of 5'1" in heightIf you are unsure about any participant's suitability due to weight, height or otherwise, please contact us before Booking for clarification.
- 5.3 Participants must not consume alcohol for at least 12 hours prior to the Event. If we consider any participant to be under the influence of alcohol, illegal substances, or medication which may affect their ability to participate, we will not allow them to do so and no refund will be offered.
- 5.4 Participants must wear sensible shoes that cover their toes.
- 5.5 **Participants must wear a safety helmet. New helmets are available to borrow from us, subject to the payment of £1 to purchase a balaclava, which must be worn at all times under the new helmet. Alternatively, participants can wear their own helmet, bring their own balaclava or request an old helmet from us, at no additional cost.**
- 5.6 Participants must attend a safety briefing. Any participant arriving after the briefing has commenced will have to wait for a separate safety briefing and so their participation time may be reduced.
- 5.7 Should any participant arrive later than the time agreed, delaying the start time, we may shorten the Event accordingly.
- 5.8 We may need to cancel at short notice or abandon the Event due to adverse weather conditions. If less than 50% of the Event has been completed at the point of abandonment, we will offer to rebook another Event. If more than 50% of the Event has been completed at the point of abandonment, no rebooking will be offered.

### 6. Price and Payment

- 6.1 The Price of the Event will be detailed on the Booking Confirmation.
- 6.2 You will be required to pay a deposit equivalent to the greater of 25% of the total Price or £20 per participant, once the Booking is made.
- 6.3 Where a "provisional" booking is made, the booking will only be confirmed once you have paid the deposit and we have sent you the Booking Confirmation.
- 6.4 Deposits are non-transferable and non-refundable except in

- accordance with clause 10 below.
- 6.5 The balance of the Price is payable no later than 7 days prior to the date of the Event. Where full payment is not received 7 days prior to the Event, we reserve the right to cancel the Booking and will retain any deposit paid.
- 6.6 Our Prices may change at any time but these changes will not affect Bookings that we have already accepted.
- 6.7 All Prices include VAT. If the rate of VAT changes between the date of your Booking and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect Bookings where we have already received payment in full from you.
- 6.8 Any additional items requested by you will be payable at the Event.
- 6.9 We accept payment by cheque, credit or debit card, by BACS or in cash. Any vouchers provided by us are valid for 12 months from the date of purchase and cannot be exchanged for cash.
- 6.10 We may, at our sole discretion, offer to invoice you at any time after the Booking is made. All invoices are payable within 14 days unless otherwise stated.
- 6.11 If you do not make payment to us by the due date, we may charge you interest on the overdue sum at the rate of 4% per annum above the Bank of England base rate from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 6.12 Interest will not apply if you have promptly contacted us to dispute any sum in good faith. No interest will accrue while the dispute is ongoing.

## **7. Problems with the Event and Your Legal Rights**

- 7.1 We always use reasonable efforts to ensure that the Event is trouble-free. If, however, there is a problem with the Event, we request that you inform us as soon as is reasonably possible (you do not need to contact us in writing).
- 7.2 If you are a consumer, you have certain legal rights with respect to the purchase of services. Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.

## **8. Our Liability**

- 8.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence (including that of our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 8.2 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 8.3 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 8.4 We are not liable for any loss and/or damage suffered by you as a result of any event outside our control (including any distress, inconvenience, anxiety or loss of enjoyment arising from the evacuation of the Premises). This does not affect your statutory rights.
- 8.5 We will take all reasonable precautions to avoid accidents, however, all sporting Events can be dangerous. Participants take part at their own risk. All participants are required to sign an indemnity form or will be unable to take part and no refund will be offered.

## **9. Events Outside of Our Control (Force Majeure)**

We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: adverse weather, power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war, epidemic or natural disaster, or any other event that is beyond our reasonable control.

## **10. Cancellation**

- 10.1 You may cancel your Booking a minimum of 30 days in advance of the Event date. If you have already made any payments to us under clause 6 (including, but not limited to the Deposit), the payment(s) will be refunded to you within 14 days. Please confirm the cancellation in writing.
- 10.2 If you wish to cancel the Booking less than 30 days in advance of the Event date, we will retain any Deposit paid.
- 10.3 If you wish to cancel the Booking less than 7 days in advance of the Event date, we will retain any payments made by you, up to the full price of the Booking.
- 10.4 You may also cancel the Booking and the Contract by giving us

written notice in any of the following circumstances:

- 10.4.1 If we have breached the Contract in any material way and have failed to remedy that breach within 14 days of you asking us to do so in writing; or
- 10.4.2 If we enter into liquidation or have an administrator or receiver appointed over our assets; or
- 10.4.3 If we change these Terms and Conditions to your material disadvantage.
- 10.5 If you cancel in accordance with any of the circumstances listed in clause 10.4, we will refund any payments made to us in advance, within 14 days of our acceptance of your cancellation, provided the Event has not yet taken place.
- 10.6 We may cancel your Booking at any time before the Event in the following circumstances:
- 10.6.1 Due to the unavailability of required personnel;
- 10.6.2 Due to the occurrence of an event outside of our reasonable control;
- 10.6.3 If you fail to make a payment on time as required under clause 6 (this does not affect our right to charge interest on overdue sums under sub-clause 6.11); or
- 10.6.4 If you have breached the Contract in any material way and have failed to remedy that breach within 14 days of us asking you to do so in writing.
- 10.7 If we cancel your Booking, we will contact you in writing as soon as is reasonably possible. If you have made any payments to us under clause 6 (including, but not limited to the Deposit), these will be refunded as soon as is reasonably possible. If we cancel due to either of the circumstances detailed in clauses 10.6.3 or 10.6.4, you will lose any payments made to us.
- 10.8 For the purposes of this clause 10, a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the cancelling party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 10.9 No cancellation can be made after the Event has taken place.

## **11. Communication and Contact Details**

- 11.1 If you wish to contact us with questions or complaints, you may contact us by telephone on 01327 843822 or by email at [info@whiltonmill.co.uk](mailto:info@whiltonmill.co.uk).
- 11.2 In certain circumstances you must contact us in writing. When contacting us in writing you may contact us by email or by pre-paid post at the address stated at the beginning of these Terms and Conditions.

## **12. How We Use Your Personal Information (Data Protection)**

- 12.1 All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 12.2 We may use your personal information to provide the Event for you, to process your payment for the Event and/or to inform you of new events, offers and services available from us. You may request that we stop sending you this information at any time.
- 12.3 We may also take and use photographs and videos from the Event in marketing literature, on social media and on our website. Please let us know if you do not consent to this. Any photographs and videos we take will belong to us.
- 12.4 We will not pass on your personal information to any other third parties without first obtaining your express permission.

## **13. Other Important Terms**

- 13.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 13.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 13.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms & Conditions.
- 13.4 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. The validity and enforceability of the remaining parts of the Contract would not be affected.
- 13.5 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.

## **14. Governing Law and Jurisdiction**

These terms and conditions and any contract between us will be in accordance with the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.