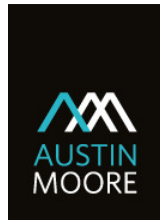


**EURODRIVE EVENTS LIMITED**

**TERMS AND CONDITIONS**



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## **1 General Information**

- 1.1 These terms and conditions set out the relationship between You, the participant (“**You/Your**”), and us, the organiser (“**Us/We/Our**”), Eurodrive Events Limited. No other terms and conditions will apply unless We and You agree otherwise in writing.
- 1.2 The Rally is an event that We host and organise, it is not a race. You must not compete with any other participant(s). If We find or suspect that You are competing, We may immediately terminate Your place in the Rally and You will not be entitled to a refund.
- 1.3 The Rally passes through the United Kingdom and other countries and You must drive in accordance with any applicable laws and regulations. You are responsible for Your own safety when driving.
- 1.4 Our website can be found at [www.hellyeahrally.com](http://www.hellyeahrally.com) and may be amended and updated by Us from time to time.

## **2 Entrance Fees**

- 2.1 Your place on the Rally is not confirmed until We send You a confirmation email.
- 2.2 When You book Your place on the Rally (but before You receive a confirmation email), You must pay an initial deposit. You must pay the outstanding balance of the entrance fee at least 8 weeks before the start date of the rally as set out in the confirmation email.
- 2.3 If Your place on the Rally is accepted, the entrance fee must be paid by the set deadline. If, for any reason, You do not pay the entrance fee by the deadline We may terminate Your place in the Rally.
- 2.4 The entrance fee pays for the hotels We choose for the Rally and Our administration costs but does not include any other expenses including (but not limited to) taxis, petrol, parking, tolls, ferries (one way Ferry/Tunnel for Monaco rally is included in entrance fee), food and drink or individual loss or damage.

## **3 Your Obligations**

- 3.1 Our responsibility is to organise the Rally, which includes booking hotels and providing suggested routes. You are responsible for all other matters relating to Your participation in the Rally, including the following:  
*Your vehicle*
- 3.2 You, and any other drivers, must hold a valid driving licence.
- 3.3 Your vehicle must be safe and roadworthy, including having with You in the vehicle any safety equipment required by law.

### *Driving*

- 3.4 You are responsible for Your own driving. You must not drive if You are intoxicated or if Your ability to drive safely is otherwise affected or impaired.

### *Insurance*

- 3.5 Your vehicle must be properly licenced and insured for use on public highways in all countries specified in the Rally itinerary.
- 3.6 We strongly recommend that You take out adequate and comprehensive travel and health insurance to cover Your participation in the Rally. Your insurance cover should include accident and illness, cancellation costs and travel costs for returning to the United Kingdom.
- 3.7 We hold a valid tour operators liability insurance policy. Further details of this policy can be provided on request.

### *Travel*

- 3.8 You must ensure that You hold a valid passport that will allow You to travel to the destinations specified in the Rally itinerary. You should be aware that some countries require at least six months validity from the return date. Further advice on passports can be obtained from the United Kingdom Government.
- 3.9 You will be responsible for all travel arrangements to and from the countries set out in the Rally itinerary, including (but not limited to) ferries (one way Ferry/Tunnel for Monaco rally is arranged by Us), trains or air travel. We will not book any travel on Your behalf and travel arrangements are not included in the entrance fee (one way Ferry/Tunnel for Monaco rally is included in entrance fee).

### *Routes*

- 3.10 We provide You with suggested routes for the Rally, including maps of those routes. However, You do not have to follow these routes. Whilst we have taken all reasonable steps to ensure these routes are safe and navigable, You are responsible for Your own safety and must not follow the suggested route if it is unsafe to do so. We will not be responsible for You being late to or missing any events in the Rally Itinerary as a result of You taking a different route.

### *Foreign compliance*

- 3.11 You are responsible for acting in accordance with the laws and regulations in each country set out in the Rally itinerary.

## **4 Right of Refusal**

- 4.1 We reserve the right to refuse participation in the Rally at any time in the event that You breach, or We believe that You have breached, these terms and conditions or We reasonably believe that it would be dangerous for Your participation in the Rally to continue.
- 4.2 In accordance with Our cancellation policy (set out below) We will not provide a refund if Your participation in the Rally is refused. However, You will be entitled to a meeting with a member of Our staff to address Our reason for refusing Your participation.

## **5 Cancellation**

- 5.1 We have a twenty eight day cancellation policy. This means You may cancel Your place on the Rally within twenty eight days of receiving Your confirmation email, in which case We will fully refund Your entrance fee.
- 5.2 You may cancel Your place on the Rally at any time, but if cancellation takes place more than twenty eight days after receiving Your confirmation email (including whilst You are on the Rally), Your entrance fee will not be refunded.

## **6 Indemnity**

- 6.1 Nothing in these terms and conditions limits or restricts Our liability for death or personal injury caused by negligence (or the negligence of Our employees, agents or sub-contractors), fraud, fraudulent misrepresentation or any other liability that cannot be limited or excluded by applicable law.
- 6.2 We are not liable to You for any vehicle damage, business losses, costs, expenses, damages or losses (including, but not limited to, any direct, indirect or consequential losses, including penalties and legal costs) arising out of or in connection with Your participation in the Rally.
- 6.3 You will indemnify us against all liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Us arising out of or in connection with the enforcement of these terms and conditions, any breach by You of these terms and conditions and any claim by a third party for death, personal injury or damage to property arising out of or in connection with Your participation in the Rally.

## **7 Variation**

- 7.1 In the event of an emergency, We reserve the right to vary or amend the Rally itinerary or route. If We do so, We will take all reasonable steps to notify You of the changes.

- 7.2 You will not be entitled to a refund if You are unable to complete the Rally due to a change in the route or itinerary as set out above.
- 7.3 If You wish to vary your booking (including transferring Your booking to a different Rally or changing your vehicle), You must let us know as soon as possible. If We are able to vary your booking there may be additional charges which You must pay within seven days. If We are unable to vary your booking, You will not be entitled to a refund.

## **8 Intellectual Property Rights**

- 8.1 By participating in the Rally, You are giving Your permission to be filmed and/or photographed and You hereby waive any intellectual property rights You may have in such images or films.
- 8.2 We may use Your image, likeness or voice in any of Our promotional materials and for any other publicity or marketing function that We, at Our sole discretion, think fit.
- 8.3 We reserve all copyright and other intellectual property rights (if any) which may subsist in anything that We create, use or provide in connection with the Rally. We reserve the right to take any action as appropriate to restrain or prevent the infringement of such intellectual property rights.

## **9 Legal**

### *Changes to the terms and conditions*

- 9.1 We may amend Our terms and conditions from time to time and will make all reasonable efforts to inform You of any changes.

### *No waiver*

- 9.2 No failure or delay by Us in exercising Our rights set out in these terms and conditions means that We have waived that right. Any waiver of breach does not waive any subsequent breach of the same or any other provision of these terms and conditions.

### *Severance*

- 9.3 If any part of these terms and conditions is held to be invalid or unenforceable, the validity of the other conditions and the remainder of the provisions shall not be affected.

### *Consumer Rights Act 2015*

- 9.4 Our terms and conditions assume that you are a 'consumer' as set out in the Consumer Rights Act 2015. If You are not a 'consumer' these terms and conditions will not be valid and You will not be able to participate in the Rally. If You wish to book as a business, please let Us know as soon as possible and We will try to provide a quote for You as a 'non-consumer'.

*Eurodrive Events Limited*

- 9.5 Eurodrive Events Limited is a company registered in England and Wales under company number 10487295 whose registered address is York, YO32 3EP.

*Law and jurisdiction*

- 9.6 These terms and conditions and the legal relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the laws of England and Wales.
- 9.7 Any dispute, claim or proceedings between You and Us relating to these terms and conditions (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.

**10 Complaints**

- 10.1 We want You to enjoy the experience of participating in the Rally and We want to hear from You if You have any complaints about the Rally, Us or Our staff.
- 10.2 We aim to investigate and respond to any complaints within twenty eight days of receiving them.