

Mercedes-Benz World at Brooklands

Driving Experience

TERMS & CONDITIONS

DEFINITIONS

"Customer" means the individual or corporate entity who would be entitled to any refund or to rearrange the experience as per clauses 9 and 12 or to whom clause 6 will apply

"Driving Experience" is the purchase and/or participation in or of one or more of the Driving Experience Packages

"Driving Experience Package" includes the packages more particularly described on the Mercedes-Benz World website (www.mercedes-benzworld.co.uk) and specified on the front of this order

"Driving Experience Provider" is the individual or company that provides the Driving Experience for and on behalf of Mercedes-Benz World "MB World", or their representative

"Participant" means each individual intending to participate in a Driving Experience

1. Participants will be required to produce their driving licence on the day (save for the under 17 years Driving Experiences) which is required to be copied for insurance purposes. If this is a photo card licence then it is also a requirement that the paper element of the licence be produced.

2. Participants will be required to sign a disclaimer prior to the event confirming certain information and, in the absence of any negligence on the part of Mercedes-Benz World ("MB World"), accepting participation in the driving activity is at their own risk. A copy of the disclaimer is available on request.

3. Participants will be required to follow all the instructions and directions given to them by the Driving Experience Provider and to complete any training required. MB World reserves the right to prevent Participants taking part in or completing the Driving Experience where they fail to comply with instructions of the Driving Experience Provider or complete any required training.

4. MB World has the absolute right at its discretion to deny any Customer or Participant the opportunity of taking part in a Driving Experience if it appears that they are unfit for the purpose, this includes but is not limited to situations where the individual appears to be under the influence of alcohol or drugs.

5. Variations to the Driving Experience at the Customer's or Participant's request will give MB World the right to amend the price payable, where reasonable, by the Customer.

6. Certain vehicles and/or Driving Experiences may be subject to age, health, height and weight restrictions for safety reasons and it is the responsibility of the Customer to ensure that all Participants are able to comply with this in order to avoid disappointment on the day.

7. Where MB World has exercised its discretion under clause 3 or 4 the individual(s) concerned will not be entitled to a refund.

8. If MB World, or the Driving Experience Provider reasonably considers a driving experience to be physically or mentally demanding for the participant, MB World has the right to organise the driving experience as appropriate considering all the circumstances of the driving experience.

9. All Customers and Participants consent to the filming and recording of their involvement in the Driving Experience. By doing so it is also agreed that the resulting footage can be used for the purposes of promoting MB World and that the intellectual property rights of the footage are the sole property of MB World. In the event that your Driving Experience fails to record, MB World will only refund the cost of the video recording that you have paid

10. Where the Customer or any Participant fails to attend their pre-booked time and date for the Driving Experience and fails to provide more than 7 days' notice that they wish to cancel or postpone the experience, they will not be entitled to any refund. Cancellation or postponement with more than 7 days notice will be subject to a £10 administration fee per Driving Experience place cancelled or postponed. Where applicable, if the Driving Experience is booked in conjunction with conferencing facilities then the numbers confirmed on the Function Sheet will be the minimum numbers charged.

11. If for any reason, some or all of the facilities required for an event are unavailable, notice will be given as soon as reasonably practicable. If this is due to circumstances beyond the control of MB World, MB World cannot reasonably accept liability for any loss incurred. In all cases, MB World will endeavour to ensure that where possible alternative activities can be substituted or the event can be rescheduled.

12. In the event that a Driving Experience is cancelled by MB World, the Driving Experience shall be rearranged to a time convenient for both MB World and the Customer. Any re-arranged Driving Experience will also be subject to these terms and conditions. Where the Customer and MB World are unable to re-schedule the Driving Experience the Customer shall be provided with a refund. This shall be payable by MB World 30 days after the month in which the Driving Experience was cancelled.

13. The Driving Experience will be fully insured by MB World where a Driving Experience Package is purchased. However, a participant may be liable to pay for any damage caused whilst they are driving up to £1500. A Collision Damage Waiver (CDW) is available to purchase for £15, which reduces this liability to NIL. This can either be purchased at the time of booking the Driving Experience or prior to taking part in the experience on the day itself.

14. Where an individual wishes to use his or her own vehicle on one of the handling circuits this must be approved in writing by MB World prior to use of the handling circuits. Where approval has been granted then it is the responsibility of the individual to arrange public liability insurance to the value of £2,000,000 for the experience and to ensure that their insurance covers any loss or damage caused to MB World by the individual's use of their own vehicle. MB World will not be liable for any damage caused to an individual's personal property whilst in use at MB World. MB World reserves the right to claim against the individual for any damage caused.

15. MB World will endeavour to provide the vehicles as detailed in the Driving Experience Packages, however, where such a vehicle is not readily available MB World reserves the right to allocate the use of a different vehicle, which is as close as possible in specification to that detailed in the Driving Experience Package. Where the change of vehicle is so material that the Driving Experience is no longer similar to that originally booked, the Customer will be entitled to reschedule another Driving Experience or receive a refund.

16. All Participants agree that where they are required to wear safety or protective equipment they will do so except where they are able to justify not doing so on medical or religious grounds. Where a Participant does evidence medical or religious grounds to justify not having to wear protective or safety equipment, it will be at the discretion of MB World as to whether the Participant may still participate in the Driving Experience. Where MB World exercises its discretion under this clause the individual will be entitled to a full refund. This shall be payable by MB World within 30 days after the month in which the Driving Experience was not provided.

17. Full payment (inclusive of any taxes due) must be made at the time of purchase of the Driving Experience. In the event that any variations are made to the Driving Experience under paragraph 5, any additional sums will be payable by the Customer or Participant (as appropriate) immediately upon completion of the Driving Experience.

18. If any provision of these terms and conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the terms and conditions and the remainder of such provision shall continue in full force and effect.

19. These terms and conditions embody and set forth the entire agreement and understanding of all parties and supersedes all prior oral or written agreements understandings or arrangements relating to the subject matter of these terms and conditions. No person other than a party to this Agreement shall be entitled to enforce any term of it save where an agreement is entered into pursuant to which any rights and/or obligation contained in this Agreement are assigned or novated to a third party. Nothing in this Condition shall, of itself, operate to prevent any such assignee from taking the benefit of, and enforcing, any rights so assigned.

20. The contract for the purchase of the goods/services is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the English and Welsh Courts.

Mercedes-Benz World at Brooklands

Conferencing and Banqueting

TERMS & CONDITIONS

DEFINITIONS

"Client" is the individual or Company (identified overleaf) named by the person placing the Booking for conferencing and/or banqueting services who is responsible for the payment of the price quoted on the Booking Form

"Host" is the individual named by the person placing the Booking for conferencing and/or banqueting services who has authority to sign the Booking Form and sign for additional requests on the day and is described as the Contact on Day

"Booking" means a binding agreement reached between the Client and Mercedes-Benz World. This shall contain all the material terms which have been mutually accepted and acknowledged by both parties and be accompanied by any deposit payable received.

"Event" is the delivery of the conferencing and banqueting services in the agreed location/time at Mercedes-Benz World

"Function Sheet" is the form on which the event set up will be clarified

1. Mercedes-Benz World ("MB World") has the sole right for the sale of food, drink and tobacco in all areas of MB World at Brooklands (the "areas") and therefore, no items of this nature may be brought into any of the areas, without the express consent of MB World.

2. The Function Sheet must be completed, signed and received by MB World via post or facsimile transmission, together with full payment at least 14 working days prior to the date of the Booking. The Booking will not be confirmed until the Function Sheet has been returned. Failure to return the Function Sheet at least 14 working days prior to the event will allow MB World to offer the booking date to other potential customers. Function Sheets received after the specified deadline will incur an additional administration charge of £100 + VAT.

3. MB World will raise an Invoice for the Booking, and payment is due 14 days after the date of the invoice or 14 days prior to the event, whichever ever comes first. MB World may, if deemed appropriate, request a non-refundable deposit of up to 50% of the value of the proposed Booking. If the booking is 14 days or less prior to the Event or set-up, then immediate full payment becomes due by cleared funds.

4. Variations to the Booking specified on the return of the Function Sheet which increases the cost of the event will be invoiced to the Client and payment is due 14 days after the date of invoice or 14 days prior to the event, whichever ever comes first. Any variations to the Booking following the return of the Function Sheet but less than 14 days before the Event will give MB World the right to amend the price payable by the Client. Any further variations added on the day of the event will be invoiced on the day and must be paid in full or at the discretion of MB World may be invoiced after the event to the Client, and paid no more than 7 days after the event.

5. The Client must confirm their menu choice at least 7 days prior to the Event. Failure to confirm menu choice at least 7 days prior to the Event will result in less choice of menu and/or supplemental charges.

6. Any representations made by either party which are not in writing are hereby expressly excluded from the terms of the Booking and the detail of the Function Sheet.

7. Written notification of any reduction in numbers specified in the Booking Form must be received at least 14 working days prior to the Event. The numbers booked as at 14 working days before the Event will be the minimum numbers charged for.

8. In the event of a cancellation or postponement of the Event by the client, any deposit will not be refunded to the Client and will become property of MB World. A Booking may not be postponed once a Booking Form has been accepted by MB World and signed by the Client unless MB World states that it may in writing. In addition, in the event of a cancellation of the Event the Client shall pay to MB World within 14 days of the date of cancellation of the Event:

50% of Booking if cancelled less than 42 days prior to the event
75% of Booking if cancelled less than 28 days prior to the event
100% of Booking if cancelled less than 14 days prior to the event

9. All items are subject to availability. In the event of any products or services requested (tangible or intangible) being unavailable, the closest alternative will be offered.

10. If for any reason some or all of the facilities required for an event are unavailable, notice will be given as soon as reasonably practicable. If this is due to circumstances beyond the control of MB World, MB World cannot reasonably accept liability for any loss incurred. In all cases MB World will endeavour to ensure that, where possible, alternative activities can be substituted or the event can be rescheduled. MB World reserves the right to allocate the use of a different facility of similar standard if necessary. In this event the Client shall be given the opportunity to accept the change of facility offered or to reject the alteration and demand a refund of any deposit. This shall be payable by MB World 30 days after the month in which it is demanded by the Client.

11. Under the liquor licence, MB World is unable to serve alcohol in any hospitality suite unless a full menu has been ordered. For this purpose a 'full menu' means ordering at least a meal from the main course for at least 75% of the group.

12. The Host on behalf of the Client will be required to sign for any additional items requested on the day. Liquor and additions consumed on the day are to be paid for by the Host at the end of the event or at the discretion of MB World may be invoiced after the event to the Client.

13. MB World reserves the right to refuse entry to any individuals where this exceeds the maximum capacity of the facility at MB World or the numbers agreed between the Client and MB World. In the event that MB World permits numbers above those agreed with the Client in the Booking, then the Client acknowledges that MB World have the right to charge the Client for those additional numbers in addition to the price of the Booking, and payment will be required within 7 days of the invoice date.

14. In the event that an individual is deemed to be acting inappropriately by MB World then MB World reserves the right to remove the individual from MB World and the Client will not be entitled to a refund in respect of that individual.

15. No foreign objects, such as but not limited to confetti, balloons or indoor fireworks, which may cause damage to or otherwise have a detrimental effect on the appearance of any part of MB World shall be brought onto the premises without prior written agreement of MB World.

16. Should anyone attending MB World cause any loss or damage to any property of MB World resulting from reckless, negligent or intentional behaviour or otherwise, the Client shall be liable to and will indemnify in full MB World for the loss incurred by MB World to repair or rectify the damage.

17. If any provision of these terms and conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the terms and conditions and the remainder of such provision shall continue in full force and effect.

18. These terms and conditions embody and set forth the entire agreement, and understanding of the parties as per the specification of the event on the Function Sheet, and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of these terms and conditions.

19. No person other than a party to this Agreement shall be entitled to enforce any term of it save where an agreement is entered into pursuant to which any rights and/or obligation contained in this Agreement are assigned or novated to a third party. Nothing in this Condition shall, of itself, operate to prevent any such assignee from taking the benefit of, and enforcing, any rights so assigned.

20. The contract for the purchase of the goods/services is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the English and Welsh Courts.

"Mercedes-Benz World" is a trading name of Mercedes-Benz Retail Group UK Limited whose registered office is Tongwell, Milton Keynes, MK15 8BA (company number 419087)

Where the Client is a consumer, nothing in these Terms and Conditions shall affect the Client's statutory rights under the current Sale of Goods Act or the Unfair Contract Terms Act