

## Walker-Adams Ltd. Terms and Conditions

### 1. Definitions

- 1.1. 'The Customer' refers to the person, firm or company entering into the contract with Walker-Adams Ltd to run an event.
- 1.2. 'The Participant' is the person who is taking part in the event.
- 1.3. 'The Driver' is the person who is driving the kart in an event.

### 2. Payment

- 2.1. Online bookings will be charged 100% of the event fee at time of booking.
- 2.2. Telephone bookings are required to pay a non-refundable deposit of 50% of the event fee at time of booking. The remainder of the final balance is to be paid in full 28 days before the event date.
- 2.3. If the final payment is not received 28 days before the event date then the event will be cancelled and the deposit forfeited.
- 2.4. Events booked within 28 days of the event date require 100% of the event fee being paid at the time of booking.
- 2.5. Any telephone booking made eight weeks before the event date must be paid by cash or cheque.

### 3. Refunds/ Cancellations

- 3.1. All monies paid are non refundable. If this is a concern to you, we advise that you take out some form of 'Cancellation Insurance' with a third party. Only exception is online bookings were the event is cancelled 28 days before the event date. In this case 50% of the event fee will be refunded.
- 3.2. If an event is cancelled by Walker-Adams Ltd due to weather conditions (see 8.4) every effort will be made to contact the customer(s) immediately and a credit note will be issued to the customer(s).
- 3.3. If an event is cancelled by Walker-Adams Ltd due to unforeseen circumstances every effort will be made to contact the customer(s) immediately and a credit note will be issued to the customer(s).
- 3.4. If an event is cancelled by Walker-Adams Ltd customers cannot claim any other cost incurred.
- 3.5. Walker-Adams will cancel any event where full payment is not received 28 days before the event.

### 4. Price

- 4.1. All prices supplied include VAT (unless stated).
- 4.2. Price increases will not be added to bookings already made.

### 5. Safety

- 5.1. A *compulsory* safety briefing will be held at the beginning of each event. All event participants *must* attend the safety briefing. Failure to do so will mean that the customer will not be allowed to participate in the event and all monies paid will be considered non-refundable.
- 5.2. All safety equipment, helmets, neck braces, overalls and gloves will be supplied for the event.
- 5.3. Participants must wear sensible/own footwear. Walker Adams is not responsible for any damage to personal articles and clothing.
- 5.4. Participants may bring their own safety equipment but this must be inspected and approved by a Walker Adams marshal before being used.
- 5.5. Walker Adams Off Road Karting is a non-contact sport. Any driver deliberately causing contact with another vehicle on the track will be withdrawn from the event and monies paid will be non-refundable.
- 5.6. Drivers are required to operate the vehicles in a safe manner. Walker Adams reserves the right to withdraw customers who are putting themselves and others at risk by driving dangerously and monies paid will be non-refundable.
- 5.7. Participants will also be withdrawn from the event if they are deemed to be causing unnecessary damage to the karts. Monies paid will be non refundable.
- 5.8. Drivers are required to abide by the track rules and regulations as presented in the safety briefing at all times. Failure to do so will result in a maximum of two warnings and then they will be withdrawn from the event. Monies paid will be non refundable.

### 6. Driver requirements

- 6.1. Any Drivers participating must be 16+ years of age for the Adult track. Drivers on the children's track must be 8+ years of age
- 6.2. Participants who have a heart condition, bad back, are pregnant or have any other condition that may be affected by physical exertion or driving on rough terrain are advised not to participate and do so at their own risk.
- 6.3. Participants should not be under the influence of drugs or alcohol before or during a race meeting or practice session. This will result in the competitor not taking part and monies will not be refunded.

### 7. Parking

- 7.1. Walker Adams will provide parking for participants.
- 7.2. Vehicles are left at the owner's risk.

### 8. Event

- 8.1. Event descriptions are outlined on the website under 'Events' and in the brochure.
- 8.2. All times listed are approximate and will vary.
- 8.3. The time allocated for your off-road karting event includes safety briefing, changing into race wear and racing. If you arrive late it will affect your time on the track.
- 8.4. Walker Adams Ltd will make every opportunity to repair any kart that is broken down. However, customers must be aware that some issues may not be resolvable on the day.
- 8.5. Weather conditions: Karts will run in all weather conditions. Waterproofs will be supplied in the event of rain. Events will not be run in the case of severe fog, storms, torrential rain or bad snow. Walker Adams will issue a credit note in the event of this happening so the event can be rearranged.
- 8.6. Customers cannot claim any other cost incurred in the event of an event cancellation and every effort will be made to contact the customer before hand.