

Racing Experience Booking Form

Bookers details

Name..... Date of birth ..... (Pilot must be 16 years of age or older)

Address .....

Post Code..... Contact Number.....

Email address.....

Pilot's details - if different to above

Name..... Date of birth ..... (Pilot must be 16 years of age or older)

Address.....

Post Code..... Contact Number.....

Email address.....

Selected date for driving experience .....

By signing this document I agree that I have read and accept all terms and conditions provided by "Hellcat Racing". Signature:.....

CREDIT CARD PAYMENT: (CARD HOLDER'S NAME:.....)

(Note: Is this card registered to the address as shown above? If NO, please give address details)

VISA ...../...../..... Start date:  
Expiry: Security No:

MASTERCARD...../...../...../..... Start date: Expiry:  
Security No:

MAESTRO ...../...../...../..... Start date:  
Expiry: Security No: Issue No:

SOLO ...../...../...../..... Start date:  
Expiry: Security No: Issue No:

TOTAL £250.00

Signature:.....

CHEQUES - Make Payable to "Royal Yachting Association" (Tick  
if VAT receipt required \*)

All credit card details to be destroyed by RYA after payment is made  
(requirement of the FSA)

## 1. Terms and Conditions

a) The Terms and Conditions in this document will form the basis of the contract for the Driving Experience and are intended to avoid any confusion or dispute between You and Us.

b) In these Terms and Conditions, various words have the meanings detailed below:

Booking Form means the booking form by which You order the Driving Experience;

Confirmation means the confirmation of booking which We send You to confirm Your booking of the Driving Experience;

Pilots means the Pilots (or any one of them) who will be undergoing the Driving Experience including, if applicable, You;

Driving Experience means the driving experience to be provided as detailed in Our Confirmation;

You, Your means the customer named on the Booking Form;

Us, We, Our means Hellcat Racing (UK).

## 2. Booking of the Driving Experience

a) We are not bound to accept any booking until We provide our Confirmation.

b) Payment of the Driving Experience must be made in full with each Booking Form.

c) Whilst every effort will be made to provide the experience on the dates as booked on the Booking Form, the exact dates will be as stated on the Confirmation. In the event that You do not wish to accept those dates, You should notify Us immediately (or at the latest within 24 hours of receipt of Our Confirmation).

d) If We are not able to accommodate the number of drivers which You have specified on the Booking Form, We will notify You as soon as possible and refund the money which You have already paid Us.

e) You may request a change in date of the Driving Experience up to 1 month before the date of the Driving Experience at no additional cost but subject to availability.

### 3. Cancellation

a) If you do not attend the Driving Experience and We have not received any written cancellation from You up to 1 month before the date of the experience, You will not be entitled to any refund.

### 4. Pilots

a) All Pilots must be aged at least 16 and be in good health. All Pilots must be free from any medical condition or illness which may effect or impair the Pilots ability to drive the Boat.

b) All Pilots are required at all times to drive the Boat in a careful and safe manner and to follow the instructions of their instructor. You will be liable for Your acts and omissions and, in particular, Your failure to drive the Boat in accordance with this paragraph.

c) We reserve the right to refuse to allow any Pilot to drive or carry on driving if in Our reasonable opinion any such Pilot appears unfit to drive for any medical reason or due to the influence of alcohol or drugs or disregards safety instructions or the instructions of any instructor. We will not pay any refund or permit a substitute Pilot in the event that We refuse to permit any pilot to drive or carry on driving because of the reasons set out in this paragraph.

### 5. Insurance

a) Every care is taken to ensure the safety of all Pilots. However, due to the nature of the Driving Experience and the high performance characteristics of the Boat some degree of risk is involved.

b) You will be required to sign a disclaimer and indemnity prior to the commencement of the Driving Experience.

c) We shall be responsible for arranging third party liability and public liability insurance which is provided subject to certain terms and conditions (a copy available upon request). Our insurance is compulsory and We will not accept any other form of insurance.

### 6. Cancellation by Us

a) Every effort will be made to ensure that the Driving Experience is carried out in accordance with the Confirmation. However, We reserve the right to cancel the Driving Experience or modify it in the event that adverse weather conditions render it in Our opinion unsafe to carry out the Driving Experience. Furthermore, We may cancel the Driving Experience if due to reasons beyond Our reasonable control We are unable to provide Boats or instructors.

b) In the event that We cancel the Driving Experience before the Driving Experience commences, We will notify You immediately. We will rearrange the Driving Experience to be provided on a mutually convenient date or, if You prefer, will refund to You all money which You have paid to Us. We will not be liable for any other expenses which You may have incurred.

c) If We cancel the Driving Experience after the Driving Experience has commenced, We will either rearrange the remaining the Driving Experience to be conducted on a mutually convenient date or refund to You part of the price taking into account the Driving Experience undertaken prior to cancellation and the scheduled duration of the Driving Experience. We will not rearrange the Driving Experience or make any refund if We cancel the Driving Experience for a reason stated in paragraph 5(a) and 75% of the scheduled time of the Driving Experience has already been undertaken.

#### 7. Driving Experience

a) You will be required to check-in on the day of the Driving Experience at least 30 minutes before the scheduled start time in order to receive the pre-drive briefing. You will not be allowed to commence the Driving Experience if You have not attended the full pre-drive briefing.

b) Times stated in respect of the duration of the Driving Experience are estimates only. The Driving Experience may be for a shorter or longer period and You should treat any times stated by Us as estimates only.

c) We will not be liable for any loss of damage caused during the Driving Experience unless it is Our fault. Our liability for death or personal injury caused by Our negligence is not restricted or excluded in any way.

#### 8. Mobile Phones and PDA's

You will not be allowed to use either a mobile phone or PDA at any time during the Driving Experience. Failure to comply with this request may result in dangerous or hazardous situations to both You and other Drivers and You being removed from the Driving Experience.

#### 9. General

a) This experience is valid for 12 months from initial booking date and no refunds will be made thereafter.

b) It is Our intention that all terms of the contract between You and Us in respect of the Driving Experience are contained in this document. However, if You are a consumer, Your rights provided under statute are not affected by anything contained in this document.