

## PalmerSport Event Conditions

### 1. Definitions

Capitalised words and phrases in these conditions shall have the following meanings:  
**"Additional Services"** means those Services which JPM agrees to provide at the request of the Client after the signing of the Agreement;

**"Agreement"** means the binding agreement between JPM and the Client comprising the Booking Contract set out overleaf (which includes details of the Event, the Event Date and Total Fee), together with these conditions;

**"Balance"** means the Total Fee less the Deposit previously paid by the Client;

**"Client"** means the contracting company, organisation, individual or other entity specified in the Agreement as the client;

**"Deposit"** means a deposit equal to 50% of the Total Fee;

**"Event"** means the PalmerSport performance driving event at Bedford Autodrome provided by JPM to the Client in accordance with the Agreement;

**"Event Date"** means the date of the Event as stated within the Agreement;

**"JPM"** means JPM Limited, trading as "PalmerSport";

**"Participant"** means all or any invitees of the Client;

**"Representative"** means any person or persons acting as employees, servants or agents of JPM or independent contractors in each case from time to time as engaged by JPM;

**"Services"** means all services provided by JPM and relating to the Event; and

**"Total Fee"** means the total consideration payable by the Client to JPM for the provision of the Services as stated in the Agreement plus (a) the amount payable for any Additional Services agreed to be provided by JPM to the Client, and (b) the amount payable for any additional Participants in accordance with condition 5.2.

### 2. Application of Conditions

2.1 These conditions apply in respect of the provision of the Event (including the Services and any Additional Services) by JPM to the Client under the Agreement. The Agreement (incorporating these conditions) constitutes the entire agreement and understanding of the parties relating to the Event and supersedes any previous agreement or understanding between the parties in relation thereto (including without limitation any other terms and/or conditions stipulated, incorporated or referred to by the Client). In entering into the Agreement the parties have not relied upon any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in the Agreement.

2.2 No modification or amendment to the Agreement shall be effective unless in writing and signed by a manager or director of JPM. Any Additional Services must be specified in writing with reference to the Agreement and signed on behalf of both parties.

### 3. Payment

3.1 In consideration for the provision of the Services, the Client shall pay the Total Fee to JPM in the following instalments:

- the Client shall pay the Deposit to JPM on signature of the Agreement; and
- the Client shall pay the Balance to JPM no later than 14 days prior to the Event Date.

3.2 In consideration for the provision of any Additional Service(s), the Client shall pay the Total Fee for such Additional Service(s) to JPM no later than 14 days prior to the Event Date. Any Additional Services requested after the commencement of such 14 day period shall be subject to a separate invoice which shall be payable by the Client to JPM no later than 14 days after the Event Date.

3.3 All payments under the Agreement are to be made in cleared sterling funds into the bank account specified by JPM. Payment will be accepted using all major credit cards, subject to a surcharge on credit card payments. All prices stated in the Agreement are exclusive of VAT and any other similar taxes and duties properly chargeable. The Client shall, at the time the relevant payment becomes due, pay to JPM an amount equal to the VAT properly chargeable on that payment. JPM may charge, and the Client shall pay, interest at 2% above Allied Irish Bank base rate per month on all payments not received by the relevant due date.

3.4 All times for payment shall be of the essence. Until the Deposit has been received by JPM, JPM shall be under no obligation to retain any particular Event Date for the Client and will be free to offer it to other interested parties. The Event shall not run and JPM shall not be obliged to provide any Service(s) unless and until JPM has received the Total Fee in accordance with the schedule of instalments stated in condition 3.1.

### 4. Cancellation

4.1 The Event Date can only be changed from that specified in the Agreement at JPM's entire discretion. If the Agreement is terminated by any act, error or default of the Client (including without limitation non-payment of any instalment of the Total Fee) or the Client cancels or postpones the Event at any time between signature of this Agreement and the Event Date, then the Client shall pay to JPM the following amounts, dependent on when termination occurred or the cancellation or postponement is announced:

- 56 days or more prior to the Event Date - 30% of the Total Fee;
- between 14 and 55 days prior to the Event Date - 50% of the Total Fee;
- between 8 and 13 days prior to the Event Date - 75% of the Total Fee; and
- 7 days or less prior to the Event Date - 100% of the Total Fee.

4.2 The amounts stated in condition 4.1 represent a genuine pre-estimate of the loss suffered by JPM as a result of cancellation or postponement of the Event by the Client and are not penalty fees. The payment of such amounts shall be without prejudice to any other rights or remedies available to JPM.

### 5. Change in Numbers of Participants

5.1 The Total Fee is calculated, inter alia, on the basis of the number of Participants being in accordance with the number specified in the Agreement. However, the Client may request an increase in the number of Participants at any time but the Client acknowledges that it may not be practicable for JPM to accommodate any such change request.

5.2 If at its discretion JPM agrees to accommodate any extra Participants in addition to the number stated in the Agreement, the Client shall pay for such additional Participants according to JPM's then-current price list. The cost of such additional Participant(s) shall be deemed to be included in the calculation of the total Fee.

5.3 Once the Event Date is confirmed, the Client may reduce the number of Participants at any time but the Total Fee will remain payable in accordance with the Agreement.

### 6. Damage

6.1 The Client shall be liable for the first One Thousand Pounds plus VAT (£1,000 + VAT) ("Excess") of the cost of repair of any damage beyond normal wear and tear to each and every vehicle or other item of equipment supplied by JPM arising out of any act or omission of the Client or a Participant. The Excess shall not apply if the Client has

opted to purchase and has paid for the additional Vehicle Damage Waiver as stated in the Agreement.

6.2 If any Participant(s) is/are either:

- under the age of twenty-one; or
- under the age of thirty and hold or have ever held a Motor Racing Competition Licence,

then JPM's prior written permission must be obtained before such Participant(s) can participate in the Event. If permission is granted, the Excess applicable to an under twenty-one driver is increased to One Thousand Five Hundred Pounds plus VAT (£1,500 + VAT).

6.3 The option of Vehicle Damage Waiver is not available and does not apply in respect of Participants specified in condition 6.2(a) and (b) above.

6.4 Notwithstanding conditions 6.1 to 6.3 above, and in any event, if in JPM's reasonable opinion any damage is caused by the deliberate or reckless act, error or omission of the Client or any Participant, the Client shall be liable for the total cost of repair of all damage so caused.

### 7. Safety

7.1 By making a booking for the Event, the Client confirms it is aware of and understands the nature of the performance driving activities provided as part of the Event and acknowledges that, despite JPM taking all reasonable precautions, accidents can happen which could involve injury or death.

7.2 The Client must ensure that each Participant attends the safety briefing(s) provided by JPM's Representatives. The Client for and on behalf of itself and each and every Participant agrees to abide by and comply with any request or instruction made by or on behalf of JPM on the grounds of safety whether it be the safety of the Client, the Participants or some other person or on any other reasonable grounds. The opinion of JPM and its Representatives shall be final as regards any matters of safety and the Client for and on behalf of itself and every Participant agrees to abide by such opinion howsoever expressed.

7.3 The Client acknowledges that, as a condition of participation in any on-track activity (and otherwise as reasonably required by JPM) all Participants shall be required to sign a registration form including without limitation a declaration that the Participant is aware of the nature of the activity and the risks involved.

7.4 JPM may in its absolute discretion refuse admission to the Client or any of the Participants or sub-contractors. If in the opinion of JPM or any Representative(s) the Client or a Participant is or may be behaving against the interests of safety and/or whose behaviour is likely to cause damage, nuisance or injury or is acting in a manner which will or may in the opinion of JPM or any Representative(s) lead to a disruption of Services the Client or the Participant will at the request or instruction of JPM or its Representative immediately leave Bedford Autodrome for the remainder of the Event day, without liability to JPM or any Representative. JPM may suspend all activities at the Event without liability until any request or instruction to leave has been fully complied with. JPM's Representatives may also conduct security searches to ensure the safety of customers and other persons at Bedford Autodrome.

7.5 The Client must ensure that all Participants have sufficient command of the English language in order that they understand instructions given to them in the safety briefing and whilst driving.

### 8. Insurance

8.1 JPM holds public liability insurance to an amount of cover limited to £5,000,000 for any one accident/occurrence and unlimited in aggregate.

8.2 The Client is responsible for taking out adequate insurance cover against cancellation, abandonment or postponement of the Event.

8.3 If requested by JPM the Client shall supply to JPM full details of any insurance it has in place applicable to the provision of the Services or Additional Services to the Client and/or the Client's use of the Venue on the Event Date.

### 9. Force Majeure

If JPM is unable to perform or delayed in performing any of its obligations under this Agreement by reason of any circumstances, cause or event outside its control including (without limitation of the generality of this Clause) compliance with any law or governmental order, rule or restrictions, adverse weather, flood, fire, disease, war or terrorist activity, riot, commotion, acts of God, strikes, lock-outs or other industrial action, breakdown of plant, machinery or any failure of gas, water service, electricity or similar supplies, JPM shall be entitled to be relieved of its obligations under this Agreement without liability to the Client, to the extent to which performance of the obligations is prevented, frustrated or suspended.

### 10. Attendance of Jonathan Palmer

If the attendance of Jonathan Palmer is included within the Agreement as part of the Services to be provided by JPM, he will normally attend at the end of the Event to present the prizes. However, other commitments may mean he is unable to attend at this time, in which case he will join the guests at lunchtime. In exceptional circumstances it may not be possible for Jonathan Palmer to attend the Event as contracted for and in this case, a refund of the fee applicable to his Services will be made to the Client. JPM and its Representatives will have no further liability to the Client in such circumstances.

### 11. General

11.1 In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under the Agreement or by law be deemed to be or construed as a waiver of, or operate so as to bar the enforcement of, that or any other right, power, privilege, claim or remedy at any time or times subsequently.

11.2 The Agreement is not assignable or otherwise transferable. A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Agreement. The Agreement shall be governed by and construed in all respect in accordance with the laws of England. The parties to the Agreement irrevocably submit to the exclusive jurisdiction of the English courts in relation to any dispute arising from the Agreement.

11.3 Please note that where the Event includes the provision to Participants of any footage recorded in respect of any activity undertaken within the Event, such footage may be provided, where it is provided, in any format or medium including by way of a link to on-line content. JPM Limited shall have no liability whatsoever to you or any Participant, by way of refund, compensation, repeat driving activities or otherwise, in respect of any failure to provide any such footage or in relation to the quality of such footage.



### **Motorsport Vision Ltd and JPM Ltd and PalmerSport Ltd**

The following information is about the **OPTIONAL** Personal Accident insurance that you can opt into on page 1 above for whilst you are participating in the driving activities organised by MotorSport Vision or JPM Ltd.

Insured persons: Participants of driving activities organised by MotorSport Vision or JPM Ltd.

Insurer: Tokio Marine Kiln Insurance Limited

#### **Personal Accident benefits**

Death	£ 65,000
Permanent Total Loss of Sight in Both Eyes	£ 65,000
Permanent Total Loss of Sight in One Eye	£ 65,000
Loss of Two or More Limbs	£ 65,000
Loss of One Limb	£ 65,000
Permanent Total Loss of Sight in One Eye and Loss of One Limb	£ 65,000
Permanent Total Disablement	£ 65,000
Temporary Total Disablement	NOT INSURED

#### **Medical Expenses and Repatriation**

Emergency Assistance and Medical Expenses/ Repatriation following Bodily Injury NOT INSURED

#### **Significant Exclusions and Limitations**

The policy does not cover accidental bodily injury arising from:

- any pre-existing physical defect infirmity or medical condition for which medical advice or treatment has been received in the 12 months prior to inception or last renewal of the policy (see Exclusion 2(a) on page 9 of the policy)
- work related upper limb disorder or any gradually operating cause (see Exclusions 2(b) and (c) on page 9 of the policy)
- any psychological nervous emotional or behavioural condition stress depression or mental illness (see Exclusion 2(d) on page 9 of the policy)
- the use of intoxicating liquor or drugs (see Exclusion 2(f)(iii) on page 9 of the policy)
- suicide or self-injury (see Exclusion 2(g)(ii) on page 9 of the policy)
- military naval or air service (see Exclusion 2(g)(iii) on page 9 of the policy)
- hunting diving skiing or any form of winter sports, potholing caving or mountaineering (see Exclusion 2(g)(iv) on page 9 of the policy)
- flying other than as a passenger in a licensed passenger carrying aircraft (see Exclusion 2(g)(v) on page 9 of the policy)
- any event happening after the expiry of the period of insurance when an insured person reaches the age of 70 (see Exclusion 3 on page 9 of the policy)
- war civil war rebellion revolution insurrection or military or usurped power (see Exclusion 4(a) on page 9 of the policy)
- radioactive contamination or the discharge explosion or use of a weapon of mass destruction (see Exclusions 4(b) and (c) on page 9 of the policy)

This policy provides no cover whilst an insured person is travelling to or is in a destination where the Foreign and Commonwealth Office (FCO) has advised against all travel or all but essential travel (see Condition 11 on page 10 of the policy)

This document provides a guide to the cover provided. It is however only a summary of the terms of cover and does not contain full details of the insurance policy terms, conditions and exclusions which are contained in the insurance policy itself. Reference should be made to the policy document, the schedule and specification and any endorsements that apply for full details of cover.