

# TERMS AND CONDITIONS AND ONLINE PRIVACY POLICY



## DRIVING EXPERIENCE TERMS AND CONDITIONS

### Our Commitment

The MotorSport Vision Group is committed to ensuring that all its customers enjoy driving experiences of the highest quality which are safe, exciting and value for money.

Whether a novice driver or experienced professional, we want you to feel welcome at each of our venues and to enjoy expert tuition from experienced instructors in the best vehicles and pleasant surroundings. Our terms of business have been carefully written to ensure that there are no misunderstandings that could detract from your enjoyment.

Please take the time to read them, and remember that our helpful Retail Sales Team will be happy to talk to you on 0344 225 4425 if you would like any more information.

The driving experiences are provided by the MotorSport Vision Group of companies, which includes MotorSport Vision Limited and JPM Limited, trading as PalmerSport. Details of these companies can be found at the end of these Terms and Conditions.

These Terms and Conditions apply to all sales of our retail driving days, including sales by way of gift vouchers. They supplement the information contained on our website or in any printed literature and notices and instructions that are published or provided at our venues or by our staff.

### Voucher Validity

Each gift voucher is valid until the expiry date printed on the voucher and the Driving Experience must be booked and completed by this time.

Gift Vouchers will not be replaced by us if they are lost. Gift Vouchers have a cash redemption value of 0.001p and are non-transferable.

### Driving Activity Bookings

To confirm the date booked for you or to book a date for your experience, please call our Retail Sales Team on 0344 225 4425 or visit [www.msvdrivinggifts.com](http://www.msvdrivinggifts.com) to redeem your voucher online. Please quote the Driving Experience Voucher ID reference when booking.

### Prices

The prices of our gift vouchers, products and experiences as set out in our brochure or on our website are correct, save for any obvious errors or omissions. We may change prices at any time, but such changes will not affect you if you have already booked and paid for a product or experience.

All prices for the relevant product, experience or voucher will be confirmed to you prior to you making your purchase.

### Refunds

For all vouchers purchased for a specific date or time no refunds are available. Gift vouchers can be returned within 7 days of purchase for a full refund. Refunds will not be made if a voucher has not been redeemed within the period of validity.

Please contact our Retail Sales Team on 0344 225 4425 for details.

### Delivery

All gift voucher packs are sent electronically or dispatched via Royal Mail postal service, unless collected from our office or sent by another dispatch service on request.

In our experience the Royal Mail is extremely reliable and you should receive your gift voucher pack within 5 working days of ordering. In the rare instance a pack goes astray in the post, please call our Retail Sales Team on 0344 225 4425 and we will make alternative arrangements.

If you require guaranteed delivery on a specific date we can send your gift pack by Royal Mail Special Delivery, subject to an additional cost.

All Royal Mail services apply on UK mainland addresses only.

*Specific Terms Applicable to Booking Driving Experiences:*

### The Weather

All our driving experiences are offered subject to availability of dates, vehicles, facilities and the weather. Unfortunately we cannot guarantee that a particular date will not be withdrawn due to adverse weather conditions.

If we need to cancel your driving experience in its entirety due to adverse weather conditions or other events beyond our control, this will

generally be in the interests of safety and we will provide as much prior notice to you as practical, although we cannot guarantee that we will be able to provide this notice prior to the day of the relevant booking. However, you will be able to re-schedule your driving experience to take place within a 3 month period after the cancellation.

### Your Commitment

Once a participant has booked a date for a driving activity, we reserve his or her car, instructor and circuit time. If that participant then chooses to cancel, he or she will be in breach of contract and we are entitled to retain all monies paid.

However, if the nominated driver is unable to attend and you wish to send a replacement driver to take the booked driving experience, we are happy to accept substitutes up to the time of signing on, provided we have written authorisation from either the purchaser or the nominated driver, and the nominated substitute complies with all relevant criteria.

Of course, we appreciate that in extreme circumstances cancellation may be unavoidable. We are able to include cancellation insurance with our vouchers (excluding SuperRides and Ignition vouchers where this is available at extra cost) to cover these eventualities. A summary of the level of cover provided by such cancellation insurance is available on our website. Please speak to our Retail Sales Team 0344 225 4425 for further details about our cancellation cover.

Please arrive early and register for your activity at least 30 minutes before the scheduled start time. All driving experience participants must attend the preceding drivers' briefing, so it is essential that you arrive on time.

### Safety, Risk and Insurance

Whilst we pride ourselves on our safety standards, the very nature of our driving experiences means that, despite us taking all reasonable precautions, some personal risk of injury is involved in taking part in the activities we offer. By attending our driving experiences, participants acknowledge this and confirm that they are aware of the nature of the activity and attend the venue at their own risk. It is a condition of participation in our activities that the driver signs a declaration acknowledging this prior to taking part in the activity.

MotorSport Vision Limited has public liability insurance cover for their operations. We also offer all participants personal accident insurance (excluding YoungDrive! and SuperRides). A summary of the level of cover provided by such insurance is set out at the end of these Terms and Conditions. Please call our Retail Sales Team on 0344 225 4425 for details on our personal accident cover.

Please note that some medical conditions preclude certain drivers from taking part. For further details please speak to one of our Retail Sales Team on 0344 225 4425.

Do not consume alcohol and/or take any drugs which may impair your ability to participate in the activity, either before or during the activity. We may refuse participation in an activity to anyone we suspect to be under the influence of alcohol and/or drugs (whether prescribed or otherwise).

Where an experience requires a crash helmet to be worn, this is mandatory and there are no exceptions. Helmets should be secured properly at all times when worn inside a vehicle.

We may refuse access to, and eject from, our venues anyone who we believe is acting against the interests of safety or whose behaviour is likely to cause damage, nuisance or injury. We may also conduct security searches at our venues to ensure the safety of our customers and others present at the venue.

No animals are allowed into any of our venues. Any person found in breach of this condition will be required to leave.

### Driving Activity Descriptions

We constantly strive to develop and improve the driving experiences available at our venues. As a result, the vehicles, courses and activities provided may vary from the descriptions contained here without notice. Where we make any material change to the nature of a booked activity we will endeavour to contact you in advance of your booking and may offer you an alternative activity of an equivalent value.

Where the duration of an experience is mentioned online, in our brochure, by our Retail Sales Team or our agents, this is an approximate time and is given as a guide only. Unless specifically stated otherwise you will normally take your driving experience with other participants and there may be some waiting time involved.

## Driving Licences

All drivers, with the exception of those participating in the YoungDrive! or SuperRide activity, must hold a full and current driving licence to take part in any experience. Drivers must produce both parts of their driving licence when signing on for their experience. Provisional licences or photocopies of licences are not acceptable. Where we require a minimum of the length of time that a licence must be held by the driver before participating in an experience, you may purchase a gift voucher before this minimum period has elapsed, but the minimum licence period must have elapsed before an experience can be taken.

## Calling our Retail Sales Team

Calls to the MotorSport Vision Limited Retail Sales Team may be monitored for quality assurance and staff development purposes.

## Jurisdiction and Applicable Law

These Terms and Conditions are governed by English Law. The English Courts will have exclusive jurisdiction over any dispute or claim relating to these Terms and Conditions.

## About Us

MotorSport Vision Limited is a company registered in England and Wales under company number 3446418 and with its registered office and trading address at MotorSport Vision Centre, Brands Hatch Circuit, Fawkham, Longfield, Kent, DA3 8NG.

JPM Limited (trading as PalmerSport) is a company registered in England and Wales under company number 02021209 and with its trading address at MotorSport Vision Centre, Brands Hatch Circuit, Fawkham, Longfield, Kent, DA3 8NG

## PRIVACY POLICY

MotorSport Vision understands the value of privacy, and will therefore only use the information you give us to process your order and provide a quick and convenient service to you in the future.

Your details will only be used by MotorSport Vision and our partners to keep you notified about important functionality changes to our Web site, new products, services and special offers available exclusively to MotorSport Vision customers.

What information will you hold about me?

Information that we currently collect is as follows;

Web usage information to develop and improve our website  
Name, address, e-mail, telephone numbers, payment and order details (if applicable)

In order that we can monitor and improve our sites, we may gather certain information about you when you use it, including details of your domain name and IP address, operating system, browser, version, and the website that you visited prior to our site.

## Your consent

By using our Website, you consent to the collection and use of this information by MotorSport Vision. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it.

Your personal information may also be used by us to occasionally notify you about important functionality changes to our Website, new MotorSport Vision services and special offers we think you'll find valuable. You may opt out at any time by sending an e-mail to [unsubscribe@msv.com](mailto:unsubscribe@msv.com) with the text 'unsubscribe' as the subject of the e-mail.