

Terms and Conditions

Please note that clause 7 contains limits on the liability of the Organiser and that clauses 8 and 9 set out the limited circumstances in which the Customer may be entitled to a refund of some or all of the Price paid.

Definitions

In these terms and conditions the words and expressions set out below have the meanings given to them.

“**Contract**” means the contract between the Organiser and the Customer for the provision of the Driving Experience by the Organiser to the Customer (and any Participants as applicable) and consisting of these terms and conditions, the Driving Experience booking form and the Driving Experience booking confirmation.

“**Consumer**” shall have the same meaning as in The Consumer Protection (Distance Selling) Regulations 2000;

“**Customer**” means the person (either natural or corporate) who is named as the Customer in the Driving Experience booking confirmation.

“**Departure Date**” means the scheduled date of outward travel from the UK to the Driving Experience.

“**Driving Experience**” means the driving experience event provided by the Organiser, more particularly described on the Organiser’s website www.bentleymotors.com, and specified on the Driving Experience booking confirmation.

“**Organiser**” means Globe SARL trading as ‘An Extraordinary World’

“**Participant**” means each individual who is to participate in the Driving Experience pursuant to the Contract including (where applicable) the Customer.

“**Price**” means the price payable by the Customer for the Driving Experience as specified in the Driving Experience booking confirmation.

Participation in the Driving Experience is subject to the following terms and conditions:

1 Bookings

- 1.1 By sending to the Organiser a completed Driving Experience booking form, the Customer offers to purchase the Driving Experience for the Participants on these terms and conditions. The Contract comes into effect upon the Organiser issuing a Driving Experience booking confirmation.
- 1.2 If the details of the Driving Experience in the Organiser’s booking confirmation differ from those set out in the Driving Experience booking form completed by the Customer the Customer must bring the disparity to the attention of the Organiser within 14 days of the date on which the Customer receives the Driving Experience booking confirmation. If the Customer fails to do so the Customer shall be deemed to have accepted the Organiser’s offer to provide the Driving Experience as described in the Driving Experience booking confirmation.
- 1.3 On receiving the Driving Experience travel and participation documents, it is the responsibility of the Customer to check these documents to ensure that the details contained in these documents are correct (name, event date, event location etc.). The Customer must advise the Organiser immediately if any correction is required.
- 1.4 The Customer must notify the Organiser immediately if Driving Experience travel and participation documents are not received 21 days before the Departure Date.
- 1.5 The Customer enters the Contract on behalf of himself and each of the other Participants. Each of the Customer and the other Participants shall be fully liable individually to comply with these terms and conditions and to pay the Price as well as being liable as a group.

2 Flights and Accommodation

- 2.1 The Customer or the Participant shall be solely responsible for booking any travel arrangements required in order to attend the Driving Experience.
- 2.2 The Organiser shall provide reasonable advice and assistance to the Customer and/or Participant in relation to the booking of any travel arrangements including, but not limited to, advising the most suitable departure and arrival points. The Organiser shall not bear any responsibility for making or paying for such bookings.
- 2.3 The Organiser shall book the accommodation and any other travel arrangements specified in the Driving Experience booking confirmation on behalf of each Participant.
- 2.4 Each Participant acknowledges that booked accommodation, flights and other travel arrangements are subject to separate contract terms and conditions which will apply between the Participant and the service provider concerned.

- 2.5 It is the responsibility of each Participant to familiarise themselves with the separate terms and conditions applicable to accommodation, flights and other travel arrangements and to comply with these terms and conditions. The Organiser shall not be responsible if any airline, hotel or other service provider fails to provide any services or facilities in the manner contracted or anticipated.

3 Driving Experience Organisation

- 3.1 When booking the Driving Experience the Customer must provide to the Organiser a photocopy of each Participant's passport and driving licence. Copies of these documents should be sent to:

Postal address: Globe, An Extraordinary World, 67 rue Jean-Jacques Rousseau, 92150 Suresnes, France
E-mail address: info@aew.bentleymotorsevents.com

Originals of these documents must be presented to the Organiser at the start of the Driving Experience.

- 3.2 Participants registered as drivers must have a full, valid driving licence permitting them to drive passenger vehicles on the date of the Driving Experience. Each Participant agrees to allow the Organiser to inspect his driving licence before the start of the Driving Experience. If any Participant does not have a full valid driving licence, that Participant shall not be allowed to take part in the Driving Experience. No refund of the Price (or any part of the Price) shall be payable if any Participant is refused participation in the Driving Experience under this clause 3.2.
- 3.3 The vehicles for the Driving Experience are provided by the Organiser. Participants shall not be entitled to a specific vehicle or model. Confirmation of a booked vehicle type is given subject to the availability of this vehicle type. The Organiser is entitled to provide a Participant with an equivalent vehicle.
- 3.4 Vehicles provided by the Organiser are covered by insurance with an excess. Neither the Customer nor any Participant shall be required to pay this insurance excess unless the insurance claim to which the excess relates arises due to the deliberate action of a Participant or any failure by a Participant to comply with instructions given to him by a representative of the Organiser during the Driving Experience.

4 Payment

- 4.1 The Price together with all applicable VAT and taxes is due and payable in full by the 13th of June 2016, or immediately if the booking is made after this date and upon receipt by the Customer of the Driving Experience booking confirmation.
- 4.2 The Price excludes any air passenger duties, airport charges, immunisations, visa fees, and other surcharges which where applicable will be payable by the Customer or (as the case may be) each Participant in addition to the Price.
- 4.3 If the cost of any booked flights or other transport arrangements or accommodation is increased prior to the Departure Date the Organiser shall be entitled to increase the Price by the amount of any such increase in cost by written notice to the Customer and to invoice the Customer for the amount of such increase plus any applicable VAT and taxes. The Customer shall pay any such invoice issued by the Organiser under this clause 4.3 within 14 days of receipt or (if there are fewer than 14 days before the Departure Date) prior to the Departure Date.
- 4.4 Any other additional sums payable by the Customer in relation to the Driving Experience shall be due and payable in full immediately upon completion of the Driving Experience.
- 4.5 Unless agreed otherwise in writing, payment of the Price by the Customer shall be made in pounds or in euros.

5 Participation and changes

- 5.1 Under 18's are not allowed to attend the event. People under the age of 21 will not be permitted to drive the vehicles. The package cost for non-drivers remains £14,995 per person. Please note, that due to the nature of the event and remote location, the Organiser cannot arrange separate activities for non-drivers.
- 5.2 The Organiser may make any changes to the Driving Experience which it considers necessary to comply with any applicable law or safety requirement and/or any other changes which will not materially affect the nature or quality of the Driving Experience. This may include (but is not limited to) changes to travel arrangements or proposed accommodation. The Organiser shall notify the Customer of any changes to the Driving Experience in advance where it is reasonably able to do so.
- 5.3 Participants are required to follow all of the instructions and directions given to them by the Organiser or its representatives in relation to the Driving Experience and to complete any required training. The Organiser reserves the right to prevent Participants taking part in or completing the Driving Experience where they fail to comply with any instructions of the Organiser or its representatives or complete any required training.
- 5.4 The Organiser has the absolute right at its discretion to prevent any Participant from taking part in or completing the Driving Experience if the Organiser considers that they are unfit for this activity (this includes but is not limited to situations where the Participant appears to be under the influence of alcohol or drugs).

- 5.5 Where the Organiser exercises its discretion under clause 5.3 or 5.4 to prevent a Participant from taking part in or completing the Driving Experience, no refund of the Price (or any part of the Price) shall be payable.
- 5.6 If a Participant elects not to complete or participate in any part of the Driving Experience then no refund of the Price (or any part of the Price) shall be payable.
- 5.7 It is the responsibility of each Participant to ensure that they arrive at airports and other venues in good time with all required documentation including but not limited to passport, visa (if applicable), tickets and driving licence and that they comply with the conditions of carriage of the applicable airline or any other transport provider. No refund of the Price (or any part of the Price) shall be payable if a Participant is unable to participate in all or part of the Driving Experience due to a failure to arrive in good time and/or with all required documentation or failure to comply with any applicable conditions of carriage and the Organiser shall have no responsibility for any such failure.
- 5.8 It is the responsibility of each Participant to familiarise themselves with and to comply with the entry requirements of the country in which the Driving Experience will take place (for example, any requirement for a visa) and any relevant health requirements or recommendations for that country (for example, any required or recommended inoculations). No refund of the Price (or any part of the Price) shall be payable if a Participant is unable to participate in all or part of the Driving Experience due to a failure to comply with any applicable requirements, rules or regulations and the Organiser shall have no responsibility for any such failure.
- 5.9 All Participants consent to the filming and recording of their involvement in the Driving Experience. By doing so the Participants agree that the resulting footage can be used for the purposes of promoting Bentley vehicles and/or driving events organised by the Organiser and that the intellectual property rights in such footage are the sole property of the Organiser.

6 Insurance

Each Participant is responsible for ensuring that they have in place appropriate insurance to cover risks associated with travelling to and from and participating in the Driving Experience. This may include, but is not limited to, travel, medical, legal, cancellation, personal loss or personal injury insurance cover. Each Participant must ensure this insurance provides adequate cover for his personal circumstances and requirements and should pay particular attention to clause 7 which contains limits on the liability of the Organiser and clauses 8 and 9 which set out the limited circumstances in which the Customer may be entitled to a refund of the Price paid or part of the Price paid.

7 Limitation on Liability

- 7.1 Nothing in these terms and conditions shall limit or exclude the Organiser's liability for:
- 7.1.1 death or personal injury caused by its negligence, or the negligence of its representatives;
 - 7.1.2 fraud or fraudulent misrepresentation; or
 - 7.1.3 any other matter for which it would be illegal or unlawful for the Organiser to exclude or attempt to exclude its liability.
- 7.2 Subject to clause 7.1:
- 7.2.1 the Organiser shall under no circumstances whatever be liable to the Customer or any Participant, whether in contract, tort (including but not limited to negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 7.2.2 the Organiser's total liability in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including but not limited to negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the Price.
- 7.3 The Customer shall fully indemnify and keep indemnified the Organiser for all liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation, and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Organiser arising out of or in connection with any act or omission of the Customer, the Participant or the Customer's employees, agents, contractors or invitees including, without limitation, in relation to any breach by the Customer of its obligations under this Agreement.
- 7.4 Except as set out in these terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 7.5 Without prejudice to clause 7.1 Participants will be required to sign a risk acknowledgement prior to the Driving Experience commencing confirming certain information and, in the absence of negligence on the part of the Organiser and its representatives, accepting that driving can be dangerous and that participation in the Driving Experience is at the Participant's own risk. A copy of the risk acknowledgement is available on request.
- 7.6 Where the Customer contracts as a Consumer nothing in this clause 7 shall affect the statutory rights of the Customer.
- 7.7 This clause 7 shall survive termination of the Contract.

8 Cancellation by the Customer

- 8.1 The Customer is entitled to cancel a booking for the Driving Experience and to terminate the Contract by giving written notice of cancellation to the Organiser.
- 8.2 Upon the Organiser's receipt of the Customer's written notice of cancellation the Customer shall be entitled to a refund of a proportion of the Price as follows:
- 8.2.1 if the Organiser receives the Customer's written notice of cancellation before the 13th of May, the Customer shall be entitled to a refund of 90% of the Price (or if the number of Participants is reduced but the entire booking is not cancelled 90% of that part of the Price attributable to the cancelled Participants); or
- 8.2.2 if the Organiser receives the Customer's written notice of cancellation between the 13th of May and the 13th of June, the Customer shall be entitled to a refund of 50% of the Price (or if the number of Participants is reduced but the entire booking is not cancelled 50% of that part of the Price attributable to the cancelled Participants).
- 8.2.3 if the Organiser receives the Customer's written notice of cancellation after the 13th of June, or if the Customer or any Participant fails to attend the Driving Experience without notice, the Customer shall not be entitled to a refund of the Price (or any part of the Price).
- 8.3 If a Participant cannot participate in the Driving Experience due to circumstances beyond its reasonable control, then the Customer may transfer the booking to a person who, in the Organiser's reasonable opinion, satisfies all the conditions applicable to the Driving Experience and who accepts the terms and conditions of this Agreement and the transfer (a "Transferee"), provided that the Customer gives not less than 14 days' notice before the Departure Date to the Organiser of its request to transfer and details of the Transferee. If a transfer is made in accordance with this clause 8.4, the Organiser shall be entitled to charge the Customer a reasonable administration fee for dealing with the transfer request and the Customer and the Transferee shall be jointly and severally liable to the Organiser for the payment of the Price (or if part of the Price has been paid, the outstanding balance), the administration fee and any additional costs arising from the transfer ("Additional Costs"), all of which must be paid in full before the Departure Date. The Organiser will refund payments (or part payments) of the Price, the administration fee and any Additional Costs received from the Customer, to the extent that these have also been received by the Organiser from the Transferee. Such refund will be made within 7 working days of the Representative receiving the Transferee's payment.
- 8.4 If a Customer cancels its booking for the Driving Experience or requests a transfer of the booking for the Driving Experience, the Organiser shall be entitled, in its absolute discretion, to offer the place at the Driving Experience to the person at the head of its waiting list.

9 Termination by the Organiser

- 9.1 The Organiser may terminate the Contract with immediate effect where it exercises its discretion to prevent a Participant from taking part in or completing the Driving Experience under clause 5.3 or 5.4.
- 9.2 If the Organiser terminates the Contract under clause 9.1, the Customer shall not be entitled to a refund of the Price (or any part of the Price).
- 9.3 The Organiser may cancel the booking for the Driving Experience and terminate the Contract no later than 30 days before the Departure Date by giving written notice to the Customer if any minimum number of Participants for the Driving Experience is not reached or in the Organiser's opinion will not be reached.
- 9.4 The Organiser may cancel the Driving Experience and/or terminate the Contract if the Driving Experience is made significantly more complicated, or is endangered or impaired as a result of an event beyond the reasonable control of the Organiser (including but not limited to industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law of governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, weather conditions or default of suppliers or subcontractors).
- 9.5 Where the Organiser terminates the Contract under clause 9.3 or 9.4 the Customer shall be entitled to a refund of the Price paid less (in the case of cancellation of the Driving Experience and/or termination of the Contract under clause 9.4) the costs associated with the Organiser providing any services (including but not limited to travel and accommodation) notwithstanding cancellation of the Driving Experience and/or termination of the Contract. The Organiser shall not be liable for any additional costs of or connected with any change in any travel or accommodation arrangements of any Participant where clause 9.4 applies.
- 9.6 The Organiser may immediately terminate this Agreement without notice in the event that any Customer or Participant or the Customer's or Participant's respective employees, agents, contractors or invitees refuses to comply with the reasonable instructions of the Organiser's staff or their respective representatives and agents and subcontractors, or vandalises or deliberately damages the Bentley Vehicles, venue or any property located at the venue, or behaves in an inappropriate or unacceptable manner. In such cases there shall be no reimbursement of the Price or any other compensation due to the Customer.

10 Data protection

- 10.1 For the purpose of providing Participants with the Driving Experience and related services, the Organiser may disclose and process Participants' information outside the UK or European Economic Area. In order for Participants to travel abroad, it may be mandatory (as required by government authorities at the point(s) of departure and/or destination) to disclose and process Participants' information for immigration, border control, security and anti-terrorism purposes, or any other purposes which such authorities may determine appropriate. These requirements may differ depending on destination and Participants are advised to make themselves familiar with them. Even if not mandatory, the Organiser may exercise its discretion to assist where appropriate.
- 10.2 To provide the Driving Experience and ensure that it runs smoothly, the Organiser will need to use information such as that described in clause 10.1, as well as Participants' names and addresses, special needs, dietary requirements, etc. Participants should be aware that the Organiser must pass this information to suppliers of travel arrangements, including airlines, hotels and transport companies; it may also supply it to security or credit checking companies, and to public authorities such as customs and immigration. When the Customer accepts the Driving Experience booking confirmation under clause 1, he consents on his own behalf and on behalf of all Participants included in the booking to this information being passed to the relevant entities
- 10.3 For the purposes of the Data Protection Act 1998 ("the Act"), the Data Controllers (as defined in the Act) in relation to the information supplied under this Agreement are Bentley Motors Limited of Pym's Lane, Crewe, Cheshire CW1 3PL, England and Globe, An Extraordinary World, 67 rue Jean-Jacques Rousseau, 92150 Suresnes, France. Any information you have provided and any on going information you provide will be held by Bentley Motors Limited and the Organiser. We would like to use this information for the purposes of providing services and information to you. We or they may contact you by mail, telephone, email or other electric messaging services and this may involve using a selected third party for the purpose of providing or requesting information. If, now or at some point in the future, you would like to opt out of having your information used in this way then please let us know in writing to Globe, An Extraordinary World, 67 rue Jean-Jacques Rousseau, 92150 Suresnes, France.

11 Permission to use photographs

- 11.1 Bentley and the Organiser may wish to use photographs taken to capture this event.
- 11.2 Bentley, the Organiser or its agents may use such photographs throughout the world for any of its commercial or non-commercial purposes in all and any media, including, without limitation, in Bentley's or the Organiser's printed publications, presentations, promotional materials, in the advertising of Bentley's or the Organiser's goods or services or on Bentley's or the Organiser's website (Specified Purposes), in its original format or edited or altered in any way which Bentley or the Organiser deems appropriate. The Customer acknowledges and agrees that publication of said photographs confers no rights of ownership or royalties whatsoever.
- 11.3 Bentley and the Organiser will store copies of such photographs for the Specified Purposes and Customer contact details on its database in case it needs to contact the Customer
- 11.4 Bentley, the Organiser, their contractors, their employees, and any third parties involved in the creation or publication of marketing materials shall have no liability to the Customer or any Participant in connection with their use of such photographs in marketing materials in accordance with this clause 11.

12 Interpretation

In these terms and conditions:

- 12.1 for the purpose of clauses 1.4, 8 and 9 any specified number of days referred to is the number of clear days following receipt of notice and excluding the Departure Date.
- 12.2 clause headings are for convenience only and do not affect the interpretation of these terms and conditions and any use of a word importing one gender includes the other genders; and
- 12.3 any reference to a clause is unless otherwise stated to a clause in these terms and conditions.

13 Severance

- 13.1 If a court or any other competent authority finds that any provision or part of a provision in these terms and conditions is invalid, illegal or unenforceable, that provision or part of a provision shall, to the extent required, be deemed deleted from these terms and conditions, and the validity and enforceability of the other provisions of these terms and conditions shall not be affected.
- 13.2 If any invalid, unenforceable or illegal provision of these terms and conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14 Entire agreement

The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Organiser which is not set out in the Contract. Any amendments or additions to the Contract must be made in writing signed by the Customer and the Organiser.

15 Place of jurisdiction and governing law

The Contract and these terms and conditions shall be subject and interpreted in accordance with French law and the courts of France shall have exclusive jurisdiction to determine any dispute arising under or in connection with this Contract.