

**Formula Challenge** is committed to ensuring that all of its customers enjoy driving activities of the highest quality, which are safe, exciting and value for money. Whether novice driver or experienced professional, we want you to feel welcome and to enjoy expert tuition from licensed instructors in the best vehicles and pleasant surroundings. We know how much our customers look forward to their driving activities and our terms of business have been carefully written to ensure that there are no misunderstandings which could detract from your enjoyment.

If you are not satisfied with these terms, you may cancel your booking within 48 hours of making the booking without penalty. Any cancellations made after that time will incur the applicable cancellation charge set out below.

1. All drivers must be over 14 years of age.

#### PAYMENT TERMS

2. For individuals, full payment must be paid upon booking either in cash, by all major credit cards or by cheque. Payment by cheque must be received at least seven working days before the activity and post dated cheques are not acceptable.

3. For companies and groups, a deposit of 25% is required to secure the booking and the balance must be fully paid 7 days prior to the commencement of the event.

#### CANCELLATIONS

4. Once the booking has been made, Formula Challenge is unable to accept cancellations or requests for refunds in respect of any costs relating to vouchers, packaging, delivery, service charges or indemnity waivers.

5. There will not be any charge for cancellations made eight weeks before the event, but cancellations made between eight and two weeks prior to the event will be subject to a cancellation fee of 50% of the total amount.

6. Any cancellation or changes made less than two weeks before the event will be subject to a cancellation fee of 100% of the total amount. No catering cancellation will be accepted during the week of the event.

7. If a nominated driver is unable to attend then a replacement driver will be able to take the reserved driving activity, up to the time of signing on, provided Formula Challenge has written authorisation from either the Purchaser or the original driver and the nominated substitute complies with all the necessary criteria.

#### GIFT VOUCHERS

8. Gift vouchers are issued with following conditions.

- a. Gift vouchers cannot be redeemed for cash nor any change given in the form of cash.
- b. Gift vouchers can be topped up (difference between voucher and the purchase price can be paid in cash).
- c. Gift vouchers are transferable to other parties, however all conditions remain in force. It is acknowledged and agreed that all participants will be required to comply with all requirements of Formula Challenge including, but not limited to the signing of standard consent documentation to use the racing track and drivers agreement which contains indemnities in favour of Formula Challenge.

#### GREG MURPHY DRIVE DAY

9. All vouchers purchased for the Greg Murphy Drive and Lunch Day are issued with the additional conditions:

- a. All vouchers are non-refundable.
- b. All vouchers are only valid for the stated event day.

#### SAFETY MATTERS

10. For corporate bookings, it is agreed that the day or competition plan must be designed in conjunction with and approved by Formula Challenge. Bookings will not be confirmed until Formula Challenge has approved a plan.

11. Formula Challenge cannot permit anyone to participate in an activity without attending the preceding drivers' briefing.

12. Formula Challenge provides safety equipment and safety apparatus must be worn at all times whilst driving on the circuit.

13. No alcohol shall be consumed prior to the activities and Formula Challenge and its personnel shall reserve the right to refuse an activity to persons who it reasonably suspects to be under the influence of alcohol or drugs.

#### PROVISOS

14. All driving activities are offered subject to the weather - there can be no guarantee that a particular date will not be withdrawn due to extreme adverse weather conditions. If Formula Challenge is unable to run a driving activity due to extreme adverse weather conditions or other events beyond its reasonable control, Formula Challenge shall give you as much notice as possible. In such circumstances you will be able to re-book your driving activity; however this must be re-booked and taken within three months of the original date planned. Formula Challenge will not be liable for any losses you suffer as a result of cancellation under this clause.

15. If a driving activity is commenced and then not completed due to extreme adverse weather conditions Formula Challenge at its discretion may choose not to complete the activity on another day.

16. All driving activities are offered subject to availability of dates, vehicles, circuit, facilities and Formula Challenge reserves the right to change vehicles, venues, prices and course details without notice.

17. Where Formula Challenge offers package deals that include services provided by other parties (e.g. accommodation) Formula Challenge accepts no liability in respect of deficiencies or cancellations of such services by the third parties.

#### INDEMNITIES

18. For corporate bookings it is agreed that the company will complete a form on arrival indemnifying Formula Challenge from all costs, damages, fines, penalties, loss and expenses (including solicitor/client costs) incurred, or suffered by Formula Challenge in respect of any request or claim which may be made by a person, or corporate entity.

19. Each driver shall be responsible for any damage done to the car whilst it is within their custody and control and further agrees to bear all costs of both parts and labour and remedial work incurred by Formula Challenge for any accident damage to repair the car to the equivalent condition as at the commencement of the activity.

20. Formula Challenge agrees to waive, or partly waive the damage indemnity subject to payment of the stated amounts (excluding GST) on the following terms:

1. Drive a Single Seater Racecar - \$50 Waiver limits the maximum damage liability to an agreed limit of \$300 per incident.
2. Drive a V8 Racecar - \$50 Waiver limits the maximum damage liability to an agreed limit of \$300 per incident
3. The Ultimate Driving Experience - \$100 Waiver limits the maximum damage liability to an agreed limit of \$300 per incident.
4. The Ultimate Plus driving experience - \$100 Waiver limits the maximum damage liability to an agreed limit of \$300 per incident.
5. Extreme - \$100 Waiver limits the maximum damage liability to an agreed limit of \$300 per incident
6. All amounts referred to are inclusive of GST and are in addition to any other course fees or hireage expenses
7. The agreed limit is based on the detailed parts list and expenses payable in respect of the race car in order to properly repair the damage suffered.
8. The agreed limit is payable immediately after any damage and must be settled prior to continuing in the race car on the day.

Formula Challenge reserves the right not to offer the damage waiver to any driver, or in respect of any particular event or course.