



HYPERDRIVE2024

TERMS AND CONDITIONS

1. Payment

- 1.1 Full prepayment is required prior to the event. You must pay any deposit and any advance payment(s) as specified in the booking form attached.
- 1.2 There shall be a 50% deposit payable upon booking which shall form part of the total fee ("Deposit"), 25% of the Deposit is non-refundable.
- 1.3 No allowance or refund can be made for any items set out in the booking form which are not actually taken up.
- 1.4 You shall be responsible for and shall pay for any additional food, beverages, incidentals or other goods or services not provided as part of the event but which are requested by and made available to you or your guest.

2. Cancellation

- 2.1 If you wish to cancel in full then this must be advised to the Goodwood Festival of Speed Hyperdrive team verbally first and then followed by written notice of cancellation to hyperdrive@goodwood.com.
- 2.2 Goodwood will charge the following cancellation fees which shall be a percentage of the total fee and calculated according to the number of days from receipt of the cancellation notice and the date of the event: 25% 180 days or more; 50% 179-90 days; 100% 89 days or less.
- 2.3 If the cancellation fee is higher than the Deposit paid as at the time of cancellation then you shall pay the balance to Goodwood.
- 2.4 Goodwood shall endeavour to re-sell your place(s) at the event and in the event it does re-sell your place(s) Goodwood shall reimburse you the amount that it has re-sold your place(s) for less the 25% non-refundable Deposit amount, provided that any amount shall be no greater than the Deposit or monies paid by you to Goodwood.
- 2.5 Goodwood may provide immediate notice of cancellation in writing for the following reasons:
 - 2.5(i) in accordance with the abandonment and cancellation terms set out in the Goodwood ticketing terms and conditions at www.goodwood.com/pages/terms-and-conditions;
 - 2.5(ii) in the event of non-payment or delayed payment of sums due to Goodwood by you.
- 2.6 If Goodwood cancels under 2.5(i) Goodwood will refund you the Deposit paid by you by the end of the month following the month of cancellation.

3. Health and safety

- 3.1 You must fully comply with Goodwood's health and safety policies and any other policies or regulations of Goodwood as notified to you by us.

4. Insurance

- 4.1 You shall ensure that you have in place adequate vehicle insurance, sufficient for driving on UK public roads, for your vehicle.
- 4.2 You acknowledge and agree that it is your responsibility to ensure that, if applicable, you have in place travel insurance and health insurance, and vehicle insurance, as appropriate, for all other activities for the duration of the event.

5. Data Protection

- 5.1 All personal information that we collect about you will be recorded, used, and protected by us in accordance with applicable data protection legislation. The Goodwood group's privacy policy can be found at <https://www.goodwood.com/terms-and-conditions/privacy-policy/>, which sets out Goodwood's general and overarching policy regarding privacy and data.
- 5.2 You acknowledge that at the Festival of Speed photographs and video may be taken by Goodwood or by others acting on Goodwood's behalf and other third-party partners as well as by members of the public and consent to your image and the image of any of your guests being included either deliberately or accidentally in such photographs and video.
- 5.3 We do not accept responsibility for property belonging to you or your guests, including any goods left unattended on the premises are deposited at the owner's risk and without any liability to Goodwood.

6. Liability

- 6.1 Neither party shall be liable to the other, whether in contract, tort (including negligence) or otherwise for any damage which was unforeseeable or for indirect, consequential or economic losses or loss of profits arising as a consequence of these terms and conditions.
- 6.2 Nothing in this clause 6 restricts Goodwood's liability for death or personal injury resulting from its negligence or, where relevant, under the Hotel Proprietor's Act 1956 (which limits loss to £50 per item and £100 on aggregate).
- 6.3 You shall indemnify Goodwood against all costs claims and losses arising from any claim against Goodwood for loss, damage or personal injury caused by you or your guests or your or their vehicles.
- 6.4 You acknowledge and agree that you are responsible for any rooms, fixtures, fittings, furnishings or equipment belonging to Goodwood and used by you and will indemnify Goodwood in respect of any loss or damage to such rooms, fixtures, fittings, furnishings or equipment incurred by you or your Guests.

7. Force Majeure

- 7.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under these terms and conditions if such delay or failure results from events, circumstances or causes beyond its reasonable control including, but not limited to any abnormally inclement weather, flood, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, an actual or material threat of terrorist action, civil commotion, the enactment or enforcement of any applicable laws, Governmental regulation, death of the Monarch, epidemic, pandemic or communicable disease.
- 7.2 Goodwood shall not be liable for any refund, loss (including direct or consequential loss), damage or expense to the extent that any liability arises from a reason of Force Majeure.

8. General

- 8.1 The parties agree that save in relation to each Goodwood company, the Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions.
- 8.2 These terms and conditions shall be subject to and construed and interpreted in accordance with the laws of England and Wales and the parties agree that the English courts shall have exclusive jurisdiction over any dispute arising out of or in connection with these terms and conditions.