

# HULL KARTING - TERMS AND CONDITIONS

## **BOOKING**

1. A phone call enquiry, online booking request or temporary booking does not form a binding contract until payment is received and Hull Karting confirms the booking.
2. Confirmation of the booking by Hull Karting shall create a binding contract between the person named as the organiser and hull Karting subject to the terms and conditions set out below.
3. No variation of these terms and conditions shall be binding on Hull Karting unless in writing and signed by the Manager or Assistant Manager of Hull Karting. No relaxation or indulgence which Hull Karting may from time to time extend to the Organiser shall in any way prejudice or act as a waiver of Hull Karting rights hereunder.

## **PAYMENT**

4. Any booking for 4 drivers or less must be paid in full at time of the booking and for any Race events a minimum of 2 person cost for the event must be paid as a deposit and a deposit must accompany all karting bookings.

A surcharge of £3 per person will apply for all customers who fail to pre book in advance with at least 4 hours' notice. This only applies to Book & Drive Sessions.

5. Corporate bookings are subject to VAT at the current rate.
6. Any deposit received is non-refundable.
7. All bookings must be paid in full 2 weeks before arrival for the number booked onto the event. If less people turn up to the event than booked there is no refund for this and liability for this is with the race organiser.
8. The Organiser is liable for the full race fees for the use of the circuit for the number of drivers booked, even if fewer drivers attend.

## **CANCELLATION**

9. If the booking is cancelled by the Organiser less than 72 hours prior to the event, the full race fees are payable.
10. Race fees will not be refunded to any driver because that driver fails to attend or is withdrawn from the racing for any reason..

## **DRIVERS**

11. Are least 8 years of age and I am physically and mentally fit to participate in motor sport activity and are competent to do so.

12. All drivers must complete the Health & safety induction including watching the National Karting Association safety briefing video and have fully understand and accept that Karting and Motor Sports are inherently dangerous.

13. Confirm and understand the inherent risks of Go Karting and motor sports and agree to accept that Kingston upon Hull City Council cannot be held responsible for injuries or loss of life due to participating in motor sports and activities except for incidents involving negligence on the part of the Hull City Council.

14. Understand that Kingston upon Hull City Council does not provide personal accident insurance for participants, nor does it provide or require third party public liability insurance for any participants of motor sports and activities.

15. Must pass all the details of any injuries I may suffer during this activity to the Track Manager and any medical staff attending me and help complete the accident forms.

16. Acknowledgement of the risks of motor sport: I understand that by participating in Go Karting and motor sport activities at Hull Karting, East Hull Wheels I am exposing myself to serious injury, disablement and potential loss of life and that I do so voluntary and entirely at my own risk.

17. Drivers must not consume alcohol for at least 12 hours before the event.

18. The Circuit's management reserve the right to refuse admission and/or to bar drivers from the track for any reason whatsoever in its sole discretion. Any person considered by the Circuit's management to be under the influence of alcohol or medication will not be allowed to race.

19. Participants whose behaviour is deemed dangerous or reckless and that jeopardises the safety of others may be excluded from attending Hull Karting in the future.

20. Must read and sign the printed or online declaration and acknowledge that my participation in Go Karting is entirely at their own risk.

## **CIRCUIT EXCLUSIONS**

21. All drivers racing in our "Adult Race" events category must be 14 years of age or older. Drivers racing in our "Book & Drive Events" category must be aged 8 years plus and a guideline minimum height of 1.37 meters. Some children who reach this minimum height may not be eligible to drive if they fail the kart fitting.

22. Drivers under the age of 16 must be accompanied by an adult at all times.

23. If you are unsure about any driver's suitability due to weight or height please contact Hull Karting for clarification in good time before the event. We also must

make drivers aware that open toe shoes or sandals will result in refusal of entry to the circuit.

24. Adults and children are not permitted on track at the same time unless they are from like-minded groups and for only Book & Drive family & Friend sessions only. This is at the sole discretion of the management team.

25. Our Karting packages are advertised as laps except of Book & drive sessions but all events do have maximum run times applied to prevent delays to later bookings. It is unusual that they are enforced. For example a 35 lap race take 30-35 minutes for average drivers. After 40 minute of track time sessions may be brought to an end – even if all laps haven't been completed. This is usually when extended delays occur from very slow drivers or repeated stoppages.

### **LATE ARRIVALS & NO SHOWS**

26. Bookings and tickets are transferable at the discretion of the Circuit but remain non-refundable. Tickets cannot be refunded, re-booked or re-used for drivers who fail to attend or give sufficient notice at least 1 week minimum.

27. For insurance reasons, drivers arriving after the safety briefing has commenced are not allowed to race and will not receive any refund.

28. Where an exclusive event is delayed due to late arrivals, the Circuit's management may in their sole discretion and on request of the Organiser delay the safety briefing. In such case, the event will be shortened to make up for the time lost.

29. Where drivers arrive late and the circuit management find that there is insufficient time to be able to run their event even in part or in full due to this then there will be no refund and the liability for this is with the organiser.

### **FORCE MAJEURE AND LIMITATION**

30. Where the event is prevented, frustrated or delayed due to force majeure (including but not limited to riot, strikes, natural catastrophe, power failure, fire or ice or accident to plant or machinery) or any other cause beyond its control, Hull Karting's liability shall be limited to refunding or (at Hull Karting's option) re-scheduling the event at a future date convenient to all parties. Delays caused by driver accidents or poor driving on track will not be refunded or re-scheduled.

31. Hull Karting shall not be under any liability whatsoever for direct losses, loss of profits, indirect losses or consequential losses of any type caused directly or indirectly by Hull Karting, its sub-contractors, servants, agents or employees (other than liability by Statute that cannot be avoided) and its maximum liability shall in all cases be limited to the total amount of money paid for the event.

32. Notwithstanding the generality of the above, please note that all karting events are live events and may overrun due to unforeseen delays. Any quoted “End Time” is a pre-event estimate, for guidance only.

### **DRIVER’S Personal Protective Equipment.**

33. We recommend drivers wear soft shoes. Trainers are ideal, No open toe footwear, open heel or high heels are NOT ALLOWED!! We recommend drivers dress for the weather as they will be wearing race suits or rain suits depending on the weather and it can become very hot in these

34. Race suits, helmets and neck braces are all naturally provided, in a variety of sizes. Please note that drivers who bring their own helmets should be aware that we only accept ISO safety stamped full face helmets with clear visors. We do not accept motocross or open faced helmets if in doubt please speak to us in advance. Drivers may bring their own race suits as well but final approval for all PPE stays with Hull Karting Circuit manager and race directors.

35. Please be aware you are required to wear a balaclava under your helmet whilst racing and suitable gloves with appropriate levels of grip whilst driving. You can purchase a balaclava or gloves from us for £2 each or both for £3 from us when you arrive or bring your own (please not if they are not suitable you will not be allowed to use them and will have to purchase suitable ones from us before you can drive).

Below is an example of suitable Balaclava and Gloves all gloves MUST have grip on palms to drive the karts if unsure please ask when booking or before event starts.



36. Spectators are welcome at no extra charge. We also welcome support gimmicks such as klaxon horns, banners, flags etc - all adding to the fun atmosphere!

**ACKNOWLEDGEMENT OF THE RISKS OF MOTORSPORTS:-**

**MOTORSPORT ARE DANGEROUS**

37. I understand that by participating in Go Karting and motor sport activities at Hull Karting, East Hull Wheels I am exposing myself to serious injury, disablement and potential loss of life and that I do so voluntary and entirely at my own risk.

38. I have read the declaration and Terms and conditions and acknowledge that my participation in Go Karting is entirely at my own risk.