

Indemnity & Bookings Terms and Conditions

<https://www.hyundai.com/au/en/why-hyundai/performance/n-australia>

N Australia customers need to be aware that, depending upon their booking, they may be required to read terms and conditions IN ADDITION TO the N Australia terms and conditions on this page.

Additional terms and conditions may need to be read for the track hosting the event and the relevant licencing body. For full details: <https://www.hyundai.com/au/en/why-hyundai/performance/n-australia/terms-and-conditions>

The legal entity carrying on business under this website is hereunder referred to as “the business”. “Events” refer to driving experiences organised by the business.

Please read the following terms before booking an Event. By accessing or visiting this website, you agree to be bound by these terms. If you do not wish to be bound, you must not access or visit this website.

Interpretation

The business includes associated entities, related companies and all principals, directors, employees, staff, contractors and agents of all of them.

Applicability

These Terms and Conditions apply to all Events booked through the business’s website, booked by phone or otherwise.

For the purposes of these Terms “customer” means any person over eighteen (18) years of age who participates in an Event and/ or who has paid for such participation and/or a person who has made a booking or utilised a gift voucher code to make a booking, in respect of such participation and/or a guest, friend or relative of a direct participant in an Event.

By entering into a legal relationship with the business, its servants or agents, the customer agrees to be bound by these Terms and Conditions. Legal relationship includes but is not limited to making a booking, making a payment or participating in an event organised by the business.

The business reserves the right to alter these Terms and Conditions, the services it offers and its pricing policy at any time without further notice.

Indemnity and waiver of rights

Property Damage and loss suffered by the business, its servants and agents:

If a customer or driver under the age of 18 causes property damage* to one or more of the business’s cars, the customer is to pay an amount not greater than the insured value of the business’s cars so damaged plus the full costs of associated tow truck services.

If a customer causes property damage* to any property of the business, its servants or agents or the property of the venue owner, the customer is to pay full equivalent replacement or repair costs.

The customer is to pay all or any legal costs, fees and disbursements incurred by the business, its servants and agents or the venue owner as a result of its enforcement of any legal action taken under this Agreement against the customer.

*Property damage as it relates to cars includes but is not limited to mechanical repairs, bodywork and tyre damage, for example, from tyres locking up. Property damage also includes but is not limited to tyre walls and Armco fencing.

Voluntary Assumption of Risk

The customer understands and accepts the nature and extent of the inherent risks involved in motor sport including the possibility of death, bodily injury, loss and property damage.

In the event of death, personal injury and/or any other loss suffered, the customer waives all claims for damages and holds the business harmless and unconditionally releases the business, its officers, employees or agents from all legal liability to the full extent permitted by law.

By participating in an Event, the customer hereby declares himself or herself free of any physical or mental disability, disease or condition which could affect his/her safe participation as a driver or passenger in any of the business's Events.

Responsibility to follow Instructions

The customer understands and accepts his/her responsibility to follow the business's instructions on the basis that failure to do so may cause an accident.

The customer undertakes to listen to and follow, to the best of his/her ability, all or any instructions from the business's officers, employees or agents.

The customer accepts that any failure to follow instructions or any attempt to drive in a reckless, negligent or irresponsible manner will result in the customer being escorted from the circuit and forfeiture of the balance (if any) of the booked Event.

Minors

By making a booking or otherwise arranging for the participation of a minor under eighteen (18) years of age in an Event, the customer accepts that he/she is acting as guardian of that minor for the purposes of these Terms and Conditions.

As guardian, the customer freely consents to the participation of the minor in an Event and freely waives all rights and accepts all obligations and risks as outlined under these Terms and Conditions in respect of the minor as if that minor was an adult customer.

In consideration of the minor being accepted for participation in an Event, the customer agrees to fully and freely indemnify the business, its officers, employees and agents in the same manner and to the same effect as if the minor was an adult.

Fees, bookings and other procedures

The business requires full payment at the time of booking the Event.

The business accepts online payment in a secure environment powered by Rezdy. Payment via our website must be made in full at the time of booking.

All payments received by the business directly, by phone or via its website include GST. A booking fee may also apply, which will be payable by the customer. Payments made by credit card may also incur an additional processing fee.

Payments are non-refundable within seven days of a booked date. Part or total refunds on cancellations with less than seven days' notice may be made at the discretion of the business.

A Customer may re-book a different date by giving notice to the business no less than seven days before the booked date.

If any booking is made within fourteen days of a booked date, full payment is required. Date change may be permitted at the discretion of the business.

A Customer may cancel a booking and receive a full refund, less the credit card surcharge processing fee, by notifying the business no less than seven days before the booked Event.

The business does not guarantee scheduled Event dates. The Customer acknowledges that the business may need to cancel Events due to unsuitable track conditions, unsuitable weather conditions, technical problems or other Events beyond the business's reasonable control.

Under no circumstances will the business be liable for any consequential losses which a customer may incur as a result of an Event being delayed or rescheduled.

Attendance Policy

The customer agrees to arrive in time for the full briefing session or forfeit all legal rights to participate in the Event in which they have been booked.

The Customer agrees to fully assist the business in its obligations under Occupational Health and Safety legislation by not arriving late or missing any portion of the Event briefing.

The customer agrees to wear closed in ankle height driving shoes (preferably sneakers), socks, long pants and long sleeve shirt (No heels, No work boots, No Thongs) before they will be allowed to participate in an Event.

The customer agrees that they may be refused entry, be requested to leave the grounds, or if necessary, be physically restrained or removed if, in the reasonable opinion of The business, the customer is in breach of these Terms and Conditions, under the influence of alcohol or drugs or, for any reason, causing a disturbance or threatens the safety of the landholders and their employees, guests, participants, staff or any property of the business, its servants or agents or the venue owner in any way.

For the purposes of blood/alcohol analysis, the Customer agrees to have zero blood alcohol concentration and may be subjected to a breathalyser test. A strict zero drug and alcohol policy for driver customers will be enforced by the business.

It is the customer's responsibility to arrive on time and to make reasonable and timely enquiries as to where they should go.

For safety reasons late customers will not be permitted to enter the course or interrupt instructors. Participants who arrive late will forfeit their booking and their payment is non-refundable.

Participant customers must produce a current driver's license (or learners or provisional permit) at all Events. Failure to do so will result in forfeiture of that Event.

Dogs or pets of any kind are not permitted.

Non Attendance Policy

If you do not attend your scheduled Event without notice your payment will not be refunded.

The customer undertakes to advise the business's personnel of any medical condition and/or allergies that could affect the Customer's ability to participate in any Event.

If, prior to the Event, the customer develops a condition/allergy which is such that it could be a safety risk to the customer and other participants, the customer must notify the business and provide a detailed medical certificate in order to receive a refund at the discretion of the business.

The customer agrees that, in the absence of a medical condition, he or she will attend the session that has been booked in the customer's name. By not attending an Event on the scheduled date and time the customer agrees that he or she will be forfeiting the right to attend that, or any other replacement Event.

Communicable Disease Inclusion

Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from,

caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Complaints Policy

If you have an issue of any kind relating to your experience with the business please bring it to the attention of the business on the day of the event as we are better positioned to take action as required.

Agents

The business uses third parties as agents in the supply of our products and services. The business payment gateway is powered by Rezdy. It is recommended that you contact the business for a list of agents and read their Terms and Conditions and Privacy Policies with regard to payment and personal information issues. <https://www.hyundai.com/au/en/why-hyundai/performance/n-australia/terms-and-conditions>.

Law and Territory

The above Terms and Conditions are for use within Australia and under NSW state law.