

ASTON MARTIN LAGONDA LIMITED

TERMS OF SUPPLY FOR OUR DRIVING EXPERIENCES

1. INTERPRETATION

1.1 The definitions in this clause apply to these Terms:

"Booking": your booking for the Services as set out in our official documents comprising: (1) our introductory letter to you; (2) our information sheet setting out details of: (i) what is included in the particular experience that you wish to book and, where applicable, details of what is not included; and (ii) any practical arrangements between you and us relating to the experience that you wish to order; (3) these Terms; and (4) for relevant events, such as track days, our official 'Driver's Declaration and Indemnity' form which you and any other participants must sign and which is set out at Schedule 1 of these Terms; **"Services"**: the services comprising the driving experiences and/or other events that we are providing to you as set out in the Order. **"Terms"**: the terms and conditions set out in this document; **"we"/"us"/"our"**: Aston Martin Lagonda Limited (a company registered in England and Wales with number 1199255 and whose registered office is at Banbury Road, Gaydon, Warwick CV35 0DB and registered for VAT purposes with number GB904447237); **"working days"**: means Monday to Friday excluding Bank or other public holidays; **"writing"** or **"written"**: includes faxes and e-mail for day-to-day communications only (formal written notifications for matters such as cancellation and any claims in relation to our performance of the Services should be sent by letter); **"you"/"your"**: means the person, firm or company set out in the Order.

1.2 Headings do not affect the interpretation of these Terms.

2. BASIS OF SUPPLY

2.1 We have set out in this clause 2 the basis upon which we will supply the Services:

- (a) these Terms and the Booking set out the whole agreement between you and us for the supply of the Services;
- (b) please check that the details in these Terms and on the Booking are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents;
- (c) please ensure that you read and understand these Terms before you sign or submit the Booking, because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 2.5.

2.2 We may revise and/or amend any descriptions, illustrations or advertising we issue in our brochures and catalogues from time to time. They do not form part of the contract between you and us or any other contract between you and us for the supply of the Services.

2.3 If any of these Terms are inconsistent with any term of the Booking, the Booking shall prevail.

- 2.4 The Booking is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.
- 2.5 Subject to clause 2.9 below, these Terms shall become binding on you and us when we have received payment in full for the Services from you in cleared funds.
- 2.6 If you cancel the Booking your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the Booking until we receive your cancellation.
- 2.7 However, where the cancellation noted in clause 2.6 is, subject to clause 2.9, due to our failure to comply with these Terms you shall have no liability to us for the cancellation.
- 2.8 Where you cancel a Booking we will, subject to clause 2.6, return the sums paid to us by you in relation to the Services less all costs we reasonably incurred in fulfilling the Order until we received your cancellation.
- 2.9 We may cancel the contract if there is insufficient uptake from other customers such that it is not feasible for us to perform the Services that you have booked. In these circumstances we will give you as much notice as possible of this cancellation and will refund the sums paid by you in full but we shall have no further liability to you.
- 2.10 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods and/or changes in relevant laws and regulatory requirements. You will be subject to terms in force at the time that you order the Services from us, unless any change to these Terms is required by law or government or regulatory authority in which case it will apply to orders you have previously placed that we have not yet fulfilled.
- 2.11 Where third parties (including, without limitation, guests, spouses and children) are taking part in any part in any element of the Order you are responsible for those third parties and their compliance with the provisions of these Terms.
- 2.12 You must hold all appropriate insurances (whether travel insurance, medical insurance or otherwise) in respect of your taking part in the Services and/or any cancellation of the same in accordance with this clause 2.

3. QUALITY OF SERVICES

- 3.1 Unless we are prevented from doing so by an event outside our reasonable control, we warrant that we will provide Services which:
- (a) conform in all material respects with their description in the Booking;
 - (b) are carried out with reasonable care and skill;
 - (c) are fit for any purpose we say the Services are fit for, or for any purpose for which you use the Services and about which you have informed us, or we could reasonably expect you to use the Services; and

- (d) comply with all applicable statutory and regulatory requirements for supplying the Services.
- 3.2 Save for any additional legal rights and warranties implied by law which cannot by law be excluded (for example, in English law, the Supply of Goods and Services Act 1982 gives you additional legal rights in relation to Services which are not carried out with reasonable skill and care or which otherwise do not conform with these Terms), the warranties set out in clause 3.1 are the only warranties that we give in respect of the Services.
- 3.3 These Terms apply to any replacement Services we supply to you in the unlikely event that the original Services do not conform with these Terms.
- 3.4 You must provide us, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable us to provide the Services in accordance with these Terms.
- 3.5 If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Booking by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required.

4. PROVISION OF SERVICES

- 4.1 We will supply the Services to you from the date set out in the Order or until otherwise terminated in accordance with these Terms.
- 4.2 We will make every effort to complete the Services on time but there may be delays due to events beyond our reasonable control. In this case we will either:
 - (a) complete the Services (and/or the relevant part of the Services) as soon as reasonably possible; and/or
 - (b) amend the Services to, as much as possible, avoid the event outside our reasonable control; and/or
 - (c) cancel the Services (or the relevant part of the Services).
- 4.3 We may have to suspend the Services if we have to deal with technical problems, or to make improvements to the Service. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.
- 4.4 We shall be entitled to suspend the Services and/or refuse permission for you and/or any participant from your Booking to take part in the driving experience comprising the Services if:
 - (a) we have reasonable grounds to suspect that you and/or such people do not hold a valid driving licence and/or appropriate insurance and/or are under the influence of alcohol or drugs at any time during the provision of the Services; and/or
 - (b) you and/or such people are driving in a manner which (in the sole opinion of the event manager) will or may endanger the safety of any person (including, without limitation, you and/or any participant from your Booking); and/or

- (c) you and/or such people have failed to sign 'Driver's Declaration and Indemnity' form which comprises part of the Booking.

4.5 You warrant to us that you and any other participants in the Booking have no medical conditions or restrictions which would prevent you or them from taking part in the events comprising the Order.

5. DEFECTIVE SERVICES

5.1 In the unlikely event that the Services do not conform with these Terms, please let us know as soon as possible at the time of the event in order to allow us to rectify the issues. We will:

- (a) provide you with a full or partial refund, depending on what is reasonable; or
- (b) if applicable, re-perform the Services (or the relevant part of the Services). This may not be possible for certain bespoke events and, in these cases, we will, depending on what is reasonable, try and offer a suitable alternative event or provide you with a full or partial refund.

5.2 These Terms will apply to any replacement Services we supply to you.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items that we supply to you in connection with the Services will belong to us absolutely.

6.2 You may not use the materials, documents or other items detailed in clause 6.1 for any commercial purpose.

7. PRICE AND PAYMENT

7.1 The price of the Services will be as set out in the Order. Prices are liable to change at any time, but price changes will not affect Orders that we have confirmed in writing in accordance with clause 2.5.

7.2 These prices include VAT, where applicable. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

7.3 We will take payment for the Services from you at the time that we make a telephone confirmation of your Booking with us.

7.4 Without limiting any other remedies or rights that we may have, if you have not paid us in full in cleared funds we will not be obliged to perform the Services to you or any participants noted in the Booking.

8. GENERAL OBLIGATIONS

- 8.1 You must, within the timescales that we notify to you from time to time, provide to us such documentation as we may request including, without limitation:
- (a) originals of the driving licences of those individuals who are taking part in the driving experience comprising all or part of the Services;
 - (b) where you (or any of the persons taking part in the driving experience comprising the Services) are using your own vehicle as part of the Booking, copies of the insurance documentation (together with a contact number of the insurance company so that we may verify the policy), vehicle maintenance and servicing records and any other information that we may reasonably request from time to time in relation to the vehicle.
- 8.2 Where you (or any of the persons taking part in the driving experience comprising the Services) are using your own vehicle as part of the Booking, you must ensure that the vehicle must have an up-to-date service history as at the date of the relevant event comprising all or part of the Services such that the vehicle is fit for purpose. Notwithstanding this, if we (acting reasonably) deem the vehicle to be unsafe for the relevant event, we may refuse to perform the event in question.
- 8.3 Where the Services (or any part of them) includes:
- (a) a road event, you and all relevant participants who are part of the Booking must hold full and effective insurance; and/or
 - (b) a track event, you and all relevant participants who are part of the Booking shall be liable for your (and their) acts and/or omissions during such track event; and/or
 - (c) a road event and/or a track event in any country other than England, we may require you to provide certain other documentation and/or sign certain other waivers or confirmations in order for you and/or the other participants to take part in the relevant event(s) and, if you do not provide these and/or sign these, we may (without any liability to you) refuse to perform the Services.
- 8.4 During the driving experience comprising the Services you must:
- (a) comply with the reasonable instructions of us, any stewards, event officials, instructors and host organisations (including, without limitation, hotels and race tracks) and/or any people acting on our behalf;
 - (b) take part in the experience comprising the Services in such as way as to be courteous to other participants, stewards, event officials, instructors and host organisations; and
 - (c) comply with any policies and/or instructions relating to health and safety.
- 8.5 We recommend that you and any other participants take out travel insurance in relation to participation in the driving experience comprising the Services in order that you and/or any other participants have insurance cover in the event that you and/or such participants are prevented from taking part.

8.6 Unless we and/or the relevant venue have notified you otherwise at any time before or during the provision of the Services, you may, where it is safe to do so, take photographs and/or take video footage and/or sound recordings of the driving experience comprising the Services. If you do so, however, you will respect the privacy and other rights of third parties, including without limitation, of any other participants in the driving experience and accordingly will comply with all reasonable requests in respect of the same.

8.7 Unless you notify otherwise prior to the event, we may also take photographs and/or take video footage and/or sound recordings of the driving experience comprising the Services and you consent to us doing so. You also hereby grant to us a perpetual, royalty free licence to use and edit the same for our business, marketing and/or publicity purposes in whatever medium and formats as we may choose (including, without limitation, for inclusion on any website operated by us).

9. LIMITATION OF LIABILITY

9.1 Subject to clause 9.2, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these Terms.

9.2 Neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of reputation or goodwill; and/or
- (d) loss of anticipated savings.

However, this clause 9.2 shall not prevent claims for foreseeable loss of, or damage to, your physical property.

9.3 We shall have no liability for any refusal by us to provide the Services or any delay in providing the Services where such refusal and/or delay is due to any failure by you or any other participant in the Services to comply with the obligations set out in these Terms and/or if any vehicle that you or any other participant in the Services utilises is not, in our reasonable opinion, suitable for the driving experience comprising part of the Services or properly maintained.

9.4 We shall have no liability for the provision of any travel services, concierge services and/or other services in relation to the Booking supplied to you by third parties where such third parties contract with you direct, whether they were recommended to you by us or not.

9.5 This clause 9 does not include or limit in any way our liability for:

- (a) death or personal injury caused by our negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

- (d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

10. EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events or circumstances that are outside our reasonable control such as (without limitation), those set out in clause 10.2 below.

10.2 Events or circumstances outside our reasonable control include (without limitation) any act, event, non-occurrence, omission or accident such as the following:

- (a) strikes, lock-outs or other industrial action; or
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- (d) impossibility of (or, in our opinion, unacceptable risks in) the use of race tracks (whether because of wet weather or otherwise), roads, railways, shipping, aircraft, motor transport or other means of public or private transport; or
- (e) impossibility of the use of public or private telecommunications networks.

10.3 Our obligations under these Terms are suspended for the period that the event outside our reasonable control continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the event outside our reasonable control to a close or to find a solution by which our obligations under these Terms can be performed despite them.

11. ASSIGNMENT

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another person, but this will not affect your rights under these Terms.

12. NOTICES

All notices sent by you to us must be sent to us for the attention of the Global Events manager, Aston Martin Lagonda Limited, Banbury Road, Gaydon, Warwick CV35 0DB England. We may give notice to you at the postal address you provide to us in the Booking Form. Notice will be deemed received and properly served within three working days after the date of posting for notices posted within the UK or ten working days after the date of posting of any letter posted outside the UK. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post.

13. DATA PROTECTION

13.1 We will only use the personal information you provide to us to provide the Services, or to inform you about similar goods and/or services which we provide, unless you tell us that you do not want to receive this information. We will not pass such data to third parties without your prior consent.

14. GENERAL

14.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

14.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

14.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

14.4 These Terms shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts.

SCHEDULE 1

'Driver's Declaration and Indemnity' form



ASTON MARTIN

Drivers Declaration and Indemnity Document

Name _____

Address _____

Telephone Number _____ Emergency Telephone Number _____

Driving Licence Number _____ Current Car _____

Driving Licence Type Full Restricted to Automatic

In consideration of being loaned or permitted to drive any motor vehicle provided by Aston Martin Lagonda Limited and its affiliated companies, I agree to indemnify and keep indemnified Aston Martin Lagonda Limited and its affiliated companies, its respective officers, servants and agents from and against all actions, claims, costs expenses and demands in respect to my death or injury to myself or other third party or property caused by my negligence.

In the event that I am invited to be a passenger or driver in any Aston Martin vehicle or any other vehicle that may be owned or operated by or on behalf of Aston Martin Lagonda Limited or if I participate on any performance driving whether in my own or any other vehicle, I hereby acknowledge that I do so entirely at my own risk and no claim of whatsoever kind arising from my own negligence, injudicious act or mission or otherwise shall be made by me or on my behalf or on behalf of any of my dependents against Aston Martin Lagonda Limited, its servants and/ or agents and/ or affiliated companies.

I confirm that I do not suffer (and have no history of suffering) from epilepsy, heart conditions or any other medical condition that may effect my ability to drive or ride in any motor vehicle provided by Aston Martin Lagonda Limited and its affiliated companies. I confirm that I hold a current valid driving licence.

I HEREBY WARRANT the truth of the above statements and I declare that I have not withheld any information that would influence the decision of Aston Martin Lagonda Limited and its affiliated companies, its respective officers, servants and agents in allowing me to drive any motor vehicle provided by them.

I HEREBY give permission for any photographs which are taken throughout the course of the day to be used at the discretion of Aston Martin Lagonda Limited.

Signed: _____ Date: _____