

LDA Terms & Conditions

1. General

- 1.1 In these terms and conditions "We" means LDA Hethel (UK) Limited whose registered UK address is at 46 Swan Street, West Malling, Kent ME19 6LP.
- 1.2 These terms and conditions apply to any contract that we enter into with any individual who is acting in a personal capacity as a consumer.

2. Price

The price payable for service that you order is as set out in our website and is payable in the currency stated. The price includes value added tax or any other relevant sales tax.

3. Payment

- 3.1 We must receive payment of the whole of the price for the service that you order before your order can be accepted. Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide in your order form. Our acceptance of your order brings into existence a legally binding contract between us.
- 3.2 Payment can be made by cheque made payable to LDA Hethel (UK) Limited, bank transfer, debit or credit card.

4. Our obligations

It is our aim to provide you with a truly memorable driving day experience. With this in mind, our obligations to you are set out below:

- We will ensure that appropriate staff including, where relevant, a suitably qualified driving instructor are available throughout;
 - We shall provide you with an appropriate vehicle for the day, having regard to your order and shall ensure so far as is possible that your vehicle is free of defect, properly serviced and maintained. Right hand drive vehicles shall be supplied in the UK and left hand drive vehicles supplied elsewhere, unless you request to the contrary in which case you must notify us at least 10 working days beforehand – whilst we shall try to accommodate your request, we cannot guarantee that we will be able to do so;
 - We will provide you with an appropriate helmet, the wearing of which is compulsory whilst on the track. We may in our absolute discretion allow you to wear your own helmet provided that we are satisfied that it is of satisfactory quality;
 - We shall ensure that you are given a safety briefing at the start of your day.

5. Your obligations

- 5.1 In the case of your driving day experience, you agree that on the day of the event:
 - You will comply in all respects with our "Participant Requirements" which are set out at paragraph 6 below;
 - You will comply at all times during the day with any instructions given by us or our staff;
 - You will comply at all times with any instructions given by your driving instructor;
 - This is not a track day and therefore no racing, timing or competition with other cars will be allowed during the day;
 - You must obtain our prior written consent to bring Guests with you. All children 16 years of age or under must be accompanied by a parent/guardian at all times;
 - You will not bring any animals on to our premises;
 - No filming of any kind (including photography) is permitted on our premises;
 - You agree that, unless you expressly indicate to the contrary, we have your permission to take videos and photo graphs that may include you, which we may use on our web-site or as part of any promotional or marketing material that we may create;

9. You must attend the safety briefing at the commencement at the start of the day;
 10. You must sign a disclaimer prior to entering the track, a copy of which can be seen on our website.
2. 5.2 If you have ordered a Lotus Factory tour as part of your booking, you agree that:
 1. You will comply at all times during the day with any instructions given by us or our staff;
 2. You will not bring any animals on to our premises;
 3. No filming of any kind (including photography) is permitted in the factory;
 4. You agree that, unless you expressly indicate to the contrary, we have your permission to take videos and photo graphs that may include you, which we may use on our web-site or as part of any promotional or marketing material that we may create;
 5. All children 18 years of age or under must be accompanied by a parent/guardian at all times. Children under the age of 8 are not allowed in the factory at any time;
 6. You must attend the safety briefing at the commencement at the start of the day;
 7. You must sign a disclaimer prior to entering the factory, a copy of which can be seen on our website.
6. Participant's requirements
 1. 6.1 You confirm that on the day that your booking is due to take place that you:
 1. are at least 21 years old;
 2. are 6 feet 7 inches (200 cm) or below in height;
 3. weigh no more than 250 pounds (115 kilograms);
 4. are in good health and free from any medical condition or illness that could affect or impair your ability to drive;
 5. are not under the influence of alcohol, illegal substances or any medicines that might affect or impair your ability to drive.
 2. 6.2 You must produce an appropriate full driving licence. By way of clarification, if you are due to drive a road vehicle (e.g. Lotus Elise, Lotus Exige) you will need to produce a valid driving licence equivalent to EU driving licence class B. If you are to drive a racing vehicle (e.g. Lotus Evora GT4) you will need to produce a valid National A or B licence, an FIA C (or higher) licence or a complete Lotus Licence. We reserve the right to refuse access to the track to anybody who fails to produce their driving licence.
 7. Your liability for damage

You are liable to pay the first £1,000 of any damage caused to any vehicle that you drive during the course of the day where that damage is due to your lack of care, negligence or failure to follow the instructions of your instructor.
 8. Our liability for injury
 1. 8.1 Whilst we will take every care to ensure that you have a safe and enjoyable day, driving a high powered motor vehicle inevitably carries some risk and we do not therefore accept any liability for any loss, injury or damage that you may suffer whilst on our premises or on the track, although nothing within this clause excludes our liability to you in respect of loss, injury or damage that has been caused by our negligence.
 2. 8.2 We strongly recommend that you check prior to the date of your booking whether or not you have any personal accident insurance and if not consider obtaining this for the purposes of the day.
 9. Your right to cancel

Your order is protected by the Consumer Protection (Distance Selling) Regulations 2000 and you have the following right to cancel:

 1. 9.1 You may cancel your contract with us at any time up to the end of the seventh working day from the date that you receive our e mail confirming acceptance of your order. You do not need to give us any reason for cancelling your contract and the contract will be cancelled without any financial penalty.
 2. 9.2 To cancel your contract you must notify us in writing at the address above or by e mail to info@lotusdrivingacademy.com
 3. 9.3 You will lose your right to cancel this contract if you undertake your driving experience/factory tour prior to the end of the period set out at paragraph 9.1 above.

4. 9.4 Once you have notified us that you are cancelling your contract in accordance with paragraph 9.1 above, any sum debited to us will be refunded to your account as soon as possible and in any event within 30 days of your cancellation.
10. Our right to cancel or re-schedule
 1. 10.1 We may only cancel the event in the following circumstances.
 1. If in our reasonable opinion weather conditions render the track unsafe;
 2. If we are unable to fulfil our obligations for any reason beyond our reasonable control, including, without limitation, strikes, lock-outs and other industrial disputes, unavailability of staff due to illness, breakdown of systems or network access, flood, fire, explosion or accident;
 3. We reserve the right to re-schedule or cancel any booking up to twenty eight (28) calendar days before its scheduled date as set out in the Order Form for any reason.
 2. 10.2 If we have to cancel the event for any of the reasons set out in paragraph 10.1 above, we shall notify you in writing (whether by post or e mail) and;
 1. offer you an alternative date for your booking; or
 2. offer you an open voucher allowing you to agree a further date with us for your booking during the 12 month period after the date that your original booking was due to take place.
 3. 10.3 We accept no liability for any indirect or consequential loss, damage, expenses (including loss of profits, business or goodwill) or incidental costs that you may have incurred as a result of our cancellation such as (but not limited to) your cost of travel to and from the venue and accommodation. If you are booking accommodation either before or after the event, we strongly recommend that you book accommodation that allows you the right to cancel without penalty at short notice.
 4. 10.4 Nothing within paragraph 10.3 is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded.
 11. Your right to re-schedule
 1. 11.1 We understand that you may need to change the date of the booking on your order form. As a result, you have the right to re-schedule your booking for any reason provided that you notify us at least twenty eight (28) calendar days before the scheduled date as set out in the Order Form. Your right to re-schedule is subject to the conditions set out below.
 2. 11.2 If you re-schedule in accordance with paragraph 11.1 above, we shall send you an open voucher, which has to be used on a date to be agreed by both parties, but in any event within 12 months of the original scheduled date for your booking.
 3. 11.3 Once you have been issued with an open voucher in accordance with this paragraph and agreed a revised date for your booking, you have no further right to re-schedule.
 4. 11.4 In order to avoid any doubt, if you decide to re-schedule your booking, that does not give you any further right to cancel your order in accordance with paragraph 9.
 12. Discounted bookings
 1. 12.1 There may be occasions where we are able to offer a discounted booking in order to fill vacancies in our track days at short notice. These bookings will be offered only for a specific date and will be clearly identified to you as being a discounted booking.
 2. 12.2 If you accept a discounted booking, it is important that you understand that you have:
 1. no right of cancellation in accordance with paragraph 9; and
 2. no right to re-schedule in accordance with paragraph 11.
 13. Our right to end your booking summarily
 1. 13.1 We reserve the right to bring your booking to an immediate end if:
 1. You fail to meet any of our Participant Requirements (as defined in paragraph 6);
 2. You commit a serious breach of your obligations as set out at paragraph 5;
 3. You act in a manner that we reasonably believe to be a danger to the health and safety of you and/or others;
 4. If the condition of the track deteriorates to such an extent during the course of the day that it becomes unsafe to drive.
 2. 13.2 If we terminate your booking in accordance with paragraphs 13.1(i)-(iii) inclusive, you shall not be entitled to any refund of the price paid.

3. 13.3 If we terminate your booking in accordance with paragraph 13.1(iv), our liability is limited to offering you a voucher offering you a 20% discount on a further booking, that discount being eligible for 12 months.

14. Indemnity

1. 14.1 You agree to indemnify us, our employees, agents and any associated company from and against all actions, proceedings, claims and costs arising directly or indirectly as a result of any breach by you of these conditions.
2. 14.2 We agree to indemnify you from and against all actions, proceedings, claims and costs arising directly or indirectly as a result of any breach by us of these conditions.

15. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy.

16. Enforceability of these conditions

If any part of these conditions are deemed to be unenforceable by any Court, that shall not affect the validity of the remaining conditions.

17. Governing law

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.