



## Terms of Membership

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### The Club Agrees To:

"The Club" or "We" shall mean Drive Nation Ltd. t/a SC:UK | Supercar Owner

"The Members" or "You" shall mean verified members of The Club.

"Club Events" shall mean the exclusive events run by The Club.

"Club Membership" shall mean the membership afforded to Club Members upon completion and verification of a valid membership application and payment of any associated fees.

- Supply The Members access to an online calendar detailing an itinerary of events to choose from during the course of the year.
- To limit access to the event registration process so that only The Members can view and register for Club Events.
- To provide clear joining criteria and an approved car list. We withhold the right to review this regularly to ensure variety in The Club.
- To keep The Members updated via email on Club Events.
- Provide navigation based journeys where Club Members will be provided with meeting points and a suggested route. Club Members are entirely responsible for navigating to the associated locations, with use of Satellite Navigation, Maps or any other method they deem appropriate.
- To withhold the right to terminate your Club Membership with immediate effect on the evidence of dangerous, reckless, anti-social or inconsiderate driving.
- To withhold the right to terminate your Club Membership due to actions by a Club Member during or outside of Club Events deemed unacceptable, offensive or outside the spirit of The Club.
- To withhold the right to terminate your Club Membership following complaints from multiple members during a Club Event.
- To issue the Club Member with a written warning in relation to dealing with the above grievances if the termination is too extreme. Cause for a second warning will result in termination of Club Membership.
- To withhold the right to cancel any membership if The Club believes that continued Club Membership is not in the best interest of The Club or The Members.
- To withhold the right to cancel Club Events due to poor weather conditions or a low registration quantity.
- To reserve the right to amend these terms and conditions without prior notice.

## The Member Agrees To:

- To read all joining criteria prior to registering for membership.
- To fill out the online application form in full and check-mark the relative box to acknowledge reading these Terms and Conditions.
- Pay where applicable for Club Events - this will be clearly stated during event registration. VAT may be added to Club Events where applicable. Full terms and conditions are detailed below.
- At the time of writing (01/03/2021), tours will be run by Drive Nation Ltd. Drive Nation Ltd. Is not currently VAT registered. Full terms and conditions are detailed below.
- To keep The Club updated with your details. Please inform us by email if you change your email or postal address.
- To keep timings and locations of the Club Events private and off any other public forums and websites.
- To take suitable care whilst on Club Events and to abide by local driving laws and speed limits.
- To show respect towards Club Members and their cars during Club Events.
- To maintain a considerate level of driving towards other Club Members and the general public. Evidence of dangerous, reckless, anti-social or inconsiderate driving will lead to The Club issuing a written warning or terminating Club Membership.
- When attending our Club Events you do so at your own risk and The Club accepts no responsibility for any damage to any cars or persons attending the event.
- The associated dangers of travelling on public highways and therefore the inherent risk in taking part in road-based events such as those hosted by The Club include; risk of accident, risk of injury or risk of death. Whilst we strive to ensure our events are as safe as possible we will not be held responsible nor do we have any control over the driving of our participants or other road users and The Club accepts no responsibility for these risks. It is entirely The Members responsibility to ensure they are physically and mentally prepared.
- There will be no reward from The Club for those who arrive at event destinations or meeting points first. Club Events are not timed and are not designed to be approached as a race.
- The club does not condone using a walkie talkie to inform other members whilst on Club Events. You do so entirely at your own risk.
- To pay all fines, penalty charges or costs connected with the vehicle whilst on Club Events.
- Whilst we recommend the use of walkie talkies in order to communicate to fellow member's vehicles, you should never use them whilst in control of your vehicle, and it should be the sole responsibility of your passenger(s) to use them. Whilst the walkie talkies are useful for informing members of certain information, under no circumstances should they be used to provoke overtaking under dangerous circumstances. The information passed on by walkie talkie should never be relied on and doing so poses an enormous risk. The Club accepts no liability for accidents associated with this.
- Not to pose as a servant or agent of the Club or Company.
- To give The Club permission to use photos of your car in the magazine, website, social media and for promotional purposes unless otherwise stated. The Club retains the right to allow duplication and publication of any associated images unless The Member expressly requests otherwise by emailing [members@supercarowner.co.uk](mailto:members@supercarowner.co.uk) prior to the relevant event start date.
- Not to promote rival events or clubs during Club Events or to Club Members. We withhold the right to terminate your membership if you do so.
- All unauthorised advertising or soliciting on The Club forum or at Club Events will be removed without explanation and without notice.

# Club Events

## 1. Booking & Payments

- The Club currently only accepts registrations online through the Supercar Owner website.
- App based bookings may also be processed via the CarCalendar app (where available)
- All events are offered subject to availability and on a first come first served basis.
- There shall be no formal and binding contract between The Club and The Member until the requested deposit (or where appropriate the full amount due) has been received by The Club.
- Failure to pay the balance of any deposit (or where appropriate the full amount due) as requested will entitle The Club to cancel the booking without further advance notice to The Member.
- Any Event taking place within the UK must be paid for in full when the booking is made.
- Any Event taking place outside the UK must be paid for in full when the booking is made.
- Provisional bookings will be confirmed only once payment is received in full.
- We reserve the right to cancel or refuse any bookings at our sole discretion.

## 2. Cancellations

- If you wish to cancel a booking twenty eight days or more prior to the event on which you have booked, we will aim to issue a credit note to be used for future events for the full amount paid less a £25 administration fee.
- If you wish to cancel within twenty eight days of the event for which you have booked, we will only issue a credit note to be used against future SC:UK events for the full amount paid, less a £50 administration fee, only if the event is fully SOLD OUT and we are able to re sell your place.
- Any credit note issued will not be transferable and must be used within 12 months. We do not provide refunds.

## 3. Force Majeure

The Club cannot accept liability or refund monies if the Club Event has to be amended or cancelled due to any circumstances outside our control or that we could not foresee or avoid. Such as (but not limited to) war, threat of war, riot or civil unrest, disease, terrorist activity, industrial disputes, natural disasters, adverse weather conditions, ferry delays or traffic delays. Neither can we be held responsible if certain attractions change their opening times or are closed.

# SC:UK Tours Terms & Conditions

## 1. Registration Process

A Deposit payment will be due at the time of booking. Once payment is received, you acknowledge you are committed to the tour in full. Any cancellations will be dealt with as per our cancellations policy.

Payment of the remaining balance must be paid no later than 8 weeks prior to the tour start date, or we withhold the right to cancel your space without refund.

Some tours require a minimum number of bookings in order to confirm them. Should this tour not meet the minimum numbers, you will be reimbursed for any payments relating to this tour made to Drive Nation Ltd. It is not advised to book flights and other travel arrangements within the first 6 weeks of the tour going live. If the tour is cancelled due to lack of numbers you will be notified within this time

## 2. Methods of Payment

The non refundable deposit must be paid by bank transfer.

## 3. Cancellations by the Customer

Cancellations should be made in writing via email

- If cancelling more than 14 weeks prior to the start of the tour, we will attempt to sell on your space and will refund you the price at which your package has been sold on, less a £50 admin fee.
- If you cancel between 6 and 14 weeks before the start of the tour, we will attempt to sell on your space and will refund you the price we have sold on your space, less a £150 admin fee.
- If you cancel within 6 weeks before the start of the tour, we will attempt to sell on your space and will refund you the price we have sold on your space, less a £350 admin fee + 10% of the total tour cost. PLEASE NOTE:
  - Although we make every attempt to sell on your space to another SC:UK member, this is not guaranteed. It may result in the loss of your payments at whatever stage you decide to cancel. In the instance that your space does not sell, we will only be able to refund any monies recovered from hotels and other establishments relating to the tour, less the above admin fees. In some cases, this may result in the loss of all payments received before the date of cancellation.
  - When selling on your space at short notice, we may advise that it is sold on at a reduced rate to encourage an SC:UK member to snap up a last-minute deal. The difference in the original sale price and the resale price will be deducted from your refund if applicable, on top of the relevant admin fee.
  - Extra nights which have been booked will also be offered but in some instances please be aware these may be lost if the person booking your space does not want to include them in their booking.
  - Refunds will only be issued after the member purchasing your space has paid in full to the amount that has been invoiced at the particular stage. Extra nights which have been booked will also be offered but in some instances, these may be lost if the person booking your space does not want to include them. Refunds will only be issued after the member taking your space has paid in full to the amount that has been invoiced at the necessary stage. All refunds will be issued by bank transfer.
  - Late payment of the final deposit may result in your space being cancelled and no refund being issued.  
Non-payment will result in loss of full deposit and space on the tour.

## 4. Cancellations by Drive Nation Ltd

The event organisers cannot accept liability or refund monies if the Driving Tour has to be amended or cancelled due to any circumstances outside our control or that we could not foresee or avoid. If we choose to cancel a tour when the decision is not forced, then the following will be applicable:

- The initial deposit will be refunded in full.

## **5. Waiting List**

If a tour is fully subscribed we recommend you register interest on the waiting list and we will notify you should a place come available. By registering on the waiting list you have no obligation to attend the tour if a space comes available.

## **6. Changes/Cancellations**

We reserve the right to change the Event itinerary, route and hotels at any time without notice. Where changes occur to a driving tour we will notify you as soon as practicable and provide alternate options. Should an element of the tour change we will endeavour to replace that element as a like for like. An additional cost or refund may apply. Any participants who have not paid their final balance including any late fees within 30 days of any event will be cancelled without refund.

## **7. Requests for Changes to a Driving Tour**

An administration fee might be applicable should you wish to make any amendments to your booking, such as room types.

## **8. Required Documents for the Driving Tour**

- a) Driving Licence – all drivers must hold a valid full UK driving licence.
- b) Vehicle insurance – for all drivers.
- c) V5C (log book) or 'vehicle on hire' certificate.
- d) MOT certificate – as the condition of a vehicle may deteriorate within the period of an MOT, it is your responsibility to ensure that your vehicle is in a roadworthy condition for the event.
- e) Valid Passport – for all participants.
- f) Travel insurance - it is your responsibility to ensure you have appropriate travel insurance in place for yourself, passengers, personal effects, luggage and the vehicle. It is the sole responsibility of the participants to ensure that their documents are in order. They must be valid from the beginning up to and including, the last day of the Driving Tour.
- g) Valid COVID19 (or similar) related travel documentation (if/where required)

## **9. Legal Compliance & Local Laws**

All participants must drive safely and at all times obey the specific regulations for each country visited. This includes (but is not limited to) speed regulations, highway laws, vehicle safety laws and laws relating to the possession or use of alcohol or drugs. It is up to you to ensure that you are fully up to date with the driving requirements for each country you visit. Some countries require you to carry certain equipment.

## **10. Personal Expenses**

The tour price does not include any personal expenses during the Driving Tour, such as fuel, tolls, food, drink, fines, repair costs or any other expenses of any kind.

## **11. Responsibility**

Drive Nation Ltd (the "Organiser") accepts no responsibility for the consequences of you being refused entrance or exit in to or out of any country or city during the Driving Tour including any cost

incurred, this is all the participant's responsibility and in particular, any additional costs incurred are solely the participant's responsibility.

## **12. Indemnify**

You will indemnify the organiser, its directors, officers, employees and consultants against any and all claims, lawsuits and causes of action whatsoever or howsoever arising and brought against them by any third party as a result of your action or participation in the event, including without limitation, your violation of any laws or regulations or your breach of these Terms and Conditions of entry.

## **13. Code of Conduct**

All participants must conduct themselves responsibly and in an appropriate manner at all times. You must not consume alcohol whilst driving, driving whilst under the influence of alcohol (or any other intoxicating substance) or drive if your ability to do so safely is compromised by illness, lack of adequate rest, or any other condition. Any illegal behaviour will result in the cancellation of your participation without refund. Furthermore, any careless or reckless driving will result in your expulsion from the remainder of the tour without refund. Club Membership may also be terminated. We withhold the right to terminate your Club Membership due to actions by a Club Member deemed unacceptable, offensive or outside the spirit of The Club.

## **14. Image Rights**

All participants consent to be photographed and to be included in any filming of the Driving Tour. You consent to the use of your image, likeness, voice and biographical material in connection with any and all footage, publicity and related promotional material. Participants are only entitled to take photographs and film footage of the Event for non-commercial purposes.

## **15. Copying the Event**

By agreeing to our Terms you are agreeing that you will not organise, invest or fund a rally or similar driving event which attempts to replicate this Driving Tour or any of its unique features, activities and components or which seeks to benefit in any way from the Organiser's branding or goodwill. Doing so may result in legal action from The Club.

## **16. Transfers**

Once a registration fee or deposit payment has been paid for entry into a Driving Tour, this fee is non-transferable to any other future Driving Tour or Club Events, any other Club Members or any part payment of any future Driving Tours or Club Events unless a pre-arrangement is agreed with the Organiser prior to making your booking.

## **17. Force Majeure**

The organisers cannot accept liability or refund monies if the Event has to be amended or cancelled due to any circumstances outside our control or that we could not foresee or avoid. Such as (but not limited to) war, the threat of war, riot or civil unrest, disease, terrorist activity, industrial disputes, natural disasters, adverse weather conditions, pandemics, ferry delays or traffic delays. Neither can we be held responsible if certain attractions change their opening times or are closed.

## **18. Travel Delays**

Unfortunately, it is the nature of making bookings in advance that prearranged events may be delayed for reasons out of our control. Any travel delays both before and during the tour, whether foreseen or not, can in no way be deemed to be our responsibility and therefore we will not be liable for any extra costs you may incur. Examples of such costs are, but not limited to, hotels, ferry crossings, hire cars, meals and drinks. These conditions apply regardless of how the delays were brought about.

Examples are, but not limited to, adverse weather conditions, natural disasters, technical difficulties industrial disputes. For whatever reason you are unable to complete the tour you will in no circumstances be entitled to any refund for any unused services booked on your behalf.

#### **19. Disclaimer of Warranty**

You will indemnify Drive Nation Ltd, its officers, directors, employees, ambassadors, consultants, agents and sponsors against any and all claims, lawsuits and causes of action brought against them by any third party as a result of your action or participation in the Event, including without limitation, your violation of any laws or regulations or your breach of these Terms and Conditions of entry.

#### **20. Violation of Terms**

If any participants violate any of the above terms and conditions or refuse to follow the instructions given prior or during the Driving Tour by the Event organisers, you may be prohibited from any or further participation in the Event.

#### **21. Law**

These terms and conditions and your participation in the Event are governed by English law and you submit to the jurisdiction of the Courts of England.