

**NE1 NEWCASTLE MOTOR SHOW GRAND TOUR 2017
TERMS & CONDITIONS**

1. THESE TERMS

1.1 **What these terms cover.** These are the terms on which you agree to participate in NE1 Newcastle Motor Show Grand Tour 2017 (“**Tour**”).

1.2 **Why you should read them.** Please read these terms carefully before you agree to participate in the Tour. They tell you who we are and other important information that you should be aware of. If you think that there is a mistake in these terms, or if you have any questions in relation to the same, please contact us as soon as possible.

2. WHO WE ARE

2.1 **Who we are.** We are Newcastle NE1 Limited a company registered in England and Wales with company number 06500486. Our registered office is at Suite 8A, Milburn House, Dean Street, Newcastle upon Tyne NE1 1LE (“**we**”, “**us**”, “**our**”).

2.2 **How to contact us.** You can contact us by telephone at 0191 235 7096, or by writing to us at Suite A8 Milburn House, Dean Street, Newcastle upon Tyne NE1 1LE or ben.whitfield@newcastlene1ltd.com.

2.3 **How we may contact you.** If we have to contact you, we will do so by telephone, text message, email or post. We will use the contact details that you provided to us in your booking.

2.4 **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, we intend this to include emails.

3. OUR CONTRACT

3.1 **How to join the Tour.** If you would like to participate in the Tour, you should complete and submit the booking form on our website www.getintonewcastle.co.uk/ne1-events/motor-show-tour-entry.

3.2 **We will confirm your booking.** Your booking will be accepted when we send you an e-mail to confirm your booking (“**Booking Confirmation**”), at which point a contract will come into force between us (“**Contract**”).

3.3 **If we cannot confirm your booking, you will not be charged.** If we are unable to accept your booking for whatever reason, we will not process your booking, you will not receive a Booking Confirmation and you will not be charged for the Tour.

4. PRICE

4.1 **Prices on our website may vary.** The prices shown on our website are indicative only and the final price for your booking will be as set out in our Booking Confirmation.

4.2 **We do not have to fulfil incorrect prices.** It is always possible that, despite our reasonable efforts, the indicative prices on our website may be incorrect. Should we discover an error in the

indicative price of your booking, we will confirm this and you can decide whether or not to contract for the correct indicative price. If the pricing error is obvious, unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to fulfil your booking at the incorrect price.

4.3 **Prices include VAT (unless stated otherwise).**

The price of a booking includes VAT at the applicable rate chargeable in the UK for the time being (unless stated otherwise). If the rate of VAT changes between the date of the Contract and the date of the Tour, we will adjust the amount of VAT that you pay.

5. HOW TO PAY

5.1 **Accepted forms of payment.** You can pay for the Tour by debit card, credit card or bank transfer.

5.2 **We will require full payment from you.** The full payment for the Tour will be required from you within 7 days of you receiving the Booking Confirmation. All bookings are provisional until we have received your full payment. In the case of failure to pay the full payment by the due date, we may deem your booking to have been cancelled by you.

6. ITINERARY

A confirmed itinerary will be available 2 weeks before the Tour commences. A provisional itinerary is available on our website www.getintonewcastle.co.uk/ne1-events/motor-show-tour-entry. We will send you a confirmed itinerary no less than two (2) weeks prior to the date of the Tour. We reserve the right to make minor amendments to the itinerary in accordance with clause 9.1.

7. BROCHURE AND WEBSITE ACCURACY

We are not responsible for errors in our brochure or on our website, and photographs are for example only. We have taken all care to make sure the details on our website, in our brochure and in other literature are correct at time of going to print. However, we cannot accept responsibility for any errors or the results of these. Please note that photographs are for example only. We are not responsible to you for unforeseen events or matters over which we have no control.

8. CANCELLATION BY YOU

8.1 **You may cancel the Contract, but you have to let us know in writing.** If you intend to cancel the Contract, you must notify us in writing using the contact details at clause 2.2.

8.2 **We will refund payments made by you if you cancel the Contract within 7 days.** As a gesture of goodwill, we will refund any payments made by you if you cancel the Contract within seven (7) days of booking to participate on the Tour. Written confirmation of your cancellation must be received by us no later 5:00pm on the seventh day following the day on which we sent you the Booking Confirmation. If the Tour is to take place within 28

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- days of the date of the Booking Confirmation, there will be no refund if you cancel.
- 8.3 **We may recover reasonable compensation from you.** In the event of cancellation by you we may recover reasonable compensation from you for the net costs that we will incur as a result of your cancellation. This includes, without limitation, sums paid by us to secure restaurant bookings or accommodation for you.
- 8.4 **You will be charged 100% of the cost of the Tour if you cancel within 28 days of the Tour commencing.** To protect yourself against losing the above cancellation fees you must take out insurance to cover yourself against the possibility of suddenly having to cancel or withdraw from the Tour.
- 9. CANCELLATION BY US**
- 9.1 **We may make minor changes to the Contract and these terms.** Most changes will be minor. Minor changes include:
- 9.1.1 changes to implement minor adjustments and improvements to the route that the Tour is to follow;
- 9.1.2 changes to listed restaurants or accommodation. If, for whatever reason, we are required to change the listed restaurants or accommodation, we will ensure that any alternative will be of a similar standard;
- 9.1.3 changes to comply with relevant laws and regulatory requirements.
- 9.2 **More significant changes to the Contract and these terms.** If we are required to make more significant changes to the Contract and these terms, we will notify you and you may end the Contract and receive a full refund (including your deposit) before any changes take effect.
- 9.3 **We may require minimum numbers in order to run the Tour.** In the event that the Tour requires a minimum number of participants and we are unable to achieve such number, we reserve the right to cancel the Tour up to eight (8) weeks before the date of the Tour and refund any monies already paid by you, including your deposit.
- 9.4 **We are not responsible for any associated costs.** In no circumstances whatsoever at any time will we be held responsible for any costs, third party or otherwise, associated with the Tour. This includes, without limitation, travel arrangements organised by you prior to and following the Tour.
- 10. DAMAGE**
- We are not responsible for damage caused by you.** We have no responsibility or liability for any damage caused by you. If you are responsible for damaging any property during the Tour, including to your accommodation, we have the right to recover the cost of this from you.
- 11. DRIVING LICENCE, INSURANCE AND INSURANCE DOCUMENTS**
- 11.1 **You must have and carry at all times a valid driving licence.** You must have a valid driving licence for the Tour and you should carry your driving licence and any other relevant documentation with you at all times.
- 11.2 **You have valid and relevant insurance.** You must have valid and relevant insurance and MOT cover to participate in the Tour. This includes, without limitation, medical, vehicle and breakdown insurance. If relevant, you should advise your motor insurers that you are travelling abroad with your vehicle.
- 12. OUR LIABILITY**
- We are not responsible for any damage caused by you during the Tour.** We are not responsible for any damage to your vehicle or other property during the Tour. At all times, you should be aware of the need to lock your vehicle and remove any valuables. You must drive sensibly and within the law at all times.
- 13. LIMITATION OF OUR LIABILITY**
- 13.1 **We are only liable for direct loss and damage.** If we are deemed to be in breach of the Contract or these terms, we are only responsible for loss or damage that you suffer that is a foreseeable result of our breach. We are not responsible for any loss or damage that we could not have foreseen. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.
- 13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** For the avoidance of doubt, this includes:
- 13.2.1 liability for death or personal injury caused by our negligence; or
- 13.2.2 fraud or fraudulent misrepresentation.
- 13.3 **Our liability is limited to the overall cost of the Tour.** Our liability to you is limited to the overall cost of the Tour paid by you.
- 14. INDEMNITY**
- You agree to indemnify us against reasonable liabilities, costs, expenses, damages and losses that we incur as a result of your actions.** To the extent that any damage is caused by you during the Tour, you agree to indemnify us against all reasonable liabilities, costs, expenses, damages and losses that we may suffer or incur in connection with any claim made against us as a result of your actions. This clause shall survive termination of the Contract.
- 15. EVENTS OUTSIDE OUR CONTROL**
- We are not responsible for events outside our control.** We will not be responsible or pay

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compensation for things beyond our control. This includes, without limitation, any delay or cancellation caused by fire, flood, explosion, storm or other weather damage, break-in, criminal damage, riots, industrial action, natural or nuclear disaster, adverse weather conditions, war or threat of war, actual or threatened terrorist activity, and epidemics.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

16.1 How we will use your personal information. We may use the personal information that you provide to us:

- 16.1.1 to provide the Tour;
- 16.1.2 to process your payment for the Tour; and
- 16.1.3 to inform you about similar services that we provide, but you may stop receiving these at any time by contacting us.

16.2 We may pass your personal information on to third party suppliers. You hereby consent to use passing your personal information to third party suppliers in order to provide some elements of the Tour.

17. OTHER IMPORTANT TERMS

17.1 We may transfer the Contract to someone else. We may transfer our rights and obligations under these terms to another organisation.

17.2 You need our consent to transfer your rights to someone else. You may not transfer your booking to another person. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.3 Nobody else has any rights under this contract. The Contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.4 You are responsible for those who you are booking on behalf of. If only one person is making the booking, but the booking is for two or more people. You confirm that you have the authority to make the booking on behalf of all people in your booking. This Contract will therefore be will all persons in your booking.

17.5 If a court finds part of the Contract or these terms to be illegal, the rest of it will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.6 Even if we delay in enforcing the Contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide our products, we can still require you to make the payment at a later date.

17.7 Governing law and jurisdiction. The Contract and these terms are governed by English law and you can bring legal proceedings in respect of our products exclusively in the English courts.

17.8 Complaints. If you have a complaint, or if you are unhappy with anything in relation to the Tour, please contact us directly in the first instance, using the contact details provided in clause 2.2. We will acknowledge receipt of your complaint within seven (7) days and aim to resolve your complaint within thirty (30) days.

17.9 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may wish to use the Alternative Dispute Resolution Service.