

Terms and Conditions

I am aware that the number I am applying for may not necessarily be issued to me and that Swaffham Raceway Ltd will allocate me a competitor number which I must clearly display.

I THEREFORE AGREE AS FOLLOWS:

1. I have been provided with, and have read this agreement/contract and the Swaffham Raceway Ltd. Rules and Regulations and understood them and agree to abide by the Rules and conditions set out below.
2. I am over **6 yrs** of age but less than **75 yrs** of age (if you are under **18 yrs** of age you will need parental consent signed to accompany this licence and a copy of your birth certificate). Note: If you are over **75 yrs** of age you will need to provide a full drivers licence and a medical certificate.
3. I fully understand the nature and type of racing in which I wish to participate and I am also fully familiar with the nature, layout, features and geography of the circuits upon which I wish to race.
4. I am satisfied that the circuits promoted by Swaffham Raceway Ltd are safe for me to race upon and that should I at any time have doubts as to their safety I am entitled to decline to race thereon, and that I may inspect each circuit prior to racing there upon.
5. I agree to abide by the rules as laid down by Swaffham Raceway Ltd, and its governing body.
6. I hereby give Swaffham raceway Ltd at no cost, the right to use my name and race number, and any photographs or video footage of me or my race car, or similar for the purpose of advertising and or publicity as they see fit.
7. I will pay Swaffham Raceway Ltd on the signing of this agreement/contract the appropriate fee set out above.
- 7.1 This is towards licensing my intention to race for Swaffham raceway Ltd upon their race circuits. I am aware this is just the licence fee, and that I will have to pay on Application form meetings additionally to this licence fee. I must also book in to race by the Thursday prior to the meeting I intend to participate in and start in my correct roof grading or forfeit my prize monies. Should I not book in to race by the allocated time, I will have to pay an additional **£5** sign on fee. Should I also fail to produce my licence at any meeting at the point of signing on, I will have to pay a day licence fee of **£40, my licence fee only covers me to licence to the promotion, I am aware that each event I race I will have to pay £20 as a licence holder.**
- 7.2 Swaffham Raceway Ltd on acceptance of this agreement supplies me with a Driving (Racing) Licence and number (exclusive to myself for the period of this agreement/contract). And a set of rules for the **2024** season, for the formula I wish to race. And notify me of my racing grade and the opportunity to race according to the rules set out in the rules I receive. I understand that it is my responsibility to ensure that I receive a copy of the **2024** rules and regulations for each formula that I intend to race and will present my car to those rules.
8. I am also aware that Swaffham Raceway Ltd does **not** insure me to race upon their promoted raceways, and that Swaffham Raceway Ltd does **not** cover me for any loss or injury I may incur or sustain whilst racing, or competing at their promoted venues, I am aware that they do **not** offer any benefit of insurance to cover me for any loss or injury and will not pay towards time off from work that I may have due to injury or towards any loss of wages or expenses I may have through injury, including death. And will **not** supply any insurance for the persons who may wish to claim against them including me or on my behalf for any injury or the loss however caused, and that by signing this agreement/contract I agree to take **no** action against Swaffham Raceway Ltd, the promoters, owners of said companies, or any person or individual working with Swaffham Raceway Ltd as a company. I am aware that Swaffham Raceway Ltd have advised me to obtain personal accident cover at my own cost away from this agreement/contract and I am aware that they do not offer me personal accident cover protection and by applying and signing for a licence to race under Swaffham Raceway Ltd and the rules that they set out, I am happy to race with them knowing this and will not take action against them or individual connected to them. I understand that I should obtain personal accident protection cover, for any loss or injury to myself whilst attending/racing at any Swaffham Raceway Ltd promoted event. I understand that I can obtain cover from combined insurance company of America or similar.
9. I am aware by signing this agreement/contract that I understand fully point **8** above and agree to race under the promotion of Swaffham Raceway Ltd at their racing circuits knowing this fact.
10. Not to cause, or be part of in any way involved with any action that would or could disrupt a race meeting. I also understand that I am responsible for the actions of my pit crew and family members, and acknowledge that if their behaviour in any way disrupts a race meeting, my licence may be suspended or in some circumstances cancelled.
11. That except in the case of death of personal injury caused by Swaffham Raceway Ltd negligence, or as expressly provided in this contract, Swaffham Raceway Ltd shall not be liable to me by any reason of any representation (unless fraudulent), or any implies warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Swaffham Raceway Ltd, its servants or agents or otherwise) which arise out of or in connection with the provision by Swaffham Raceway Ltd, under or in connection with the contract shall not exceed the amount of Swaffham Raceway Ltd charges pursuant to the agreement/contract.
12. Either I or Swaffham Raceway Ltd may (without limiting any other remedy) at any time terminate the agreement/contract by giving written notice to the other if the other commits any material breach of the contract and, if such breach is capable of remedy fails to remedy the breach within 30 days after being required by written notice to do

so, or if the other goes in to liquidation, becomes bankrupt, makes voluntary arrangement with its creditors, or has a receiver or administrator appointed.

13. This agreement/contract constitutes the entire agreement/contract between us and supersedes and previous agreement/contract or understanding and may not be varied except in writing between myself and Swaffham Raceway Ltd.

13.1 English law shall apply to this agreement/contract I and Swaffham Raceway Ltd agree to submit to the exclusive jurisdiction of the English courts.

14. I am aware that should any action be taken against me and I may be penalised and stopped from participating at events run by Swaffham Raceway Ltd, by either cautions or banned from racing that I will not have any rights to a refund of license fee paid, or payments made to Swaffham Raceway Ltd what so ever, including abandoned meetings. I agree that any decision be made against me will be an enforced action and I have no redress or claim should a decision be made against me. I agree that Swaffham Raceway Ltd have the right to change or amend fixtures without prior written notification.

14.1 I understand and agree that Swaffham Raceway Ltd has the right to change or amend fixtures without prior written notification.

15. I am advised to take a copy of this license application for my own records before returning it for processing.

16. I fully understand by taking a license or day license that the trading names of Swaffham Raceway or Swaffham Raceway Ltd are subsidiary trading names of Ringwood Raceway Ltd and that all license's and day license's and insurances to race are covered by Ringwood Raceway Ltd.