

Consumer terms & conditions

Lydden Hill Race Circuit

In these terms and conditions “Lydden Hill” refers to Lydden Hill Race Circuit (as applicable). Lydden Hill may sell tickets as an agent on behalf of the organisers, promoters, artists, venues or producers of an event (referred to as a “Promoter”) on these terms and conditions and subject to any other terms, conditions or rules applicable to that event.

When purchasing you accept the terms and conditions listed in this document and accept that motorsport can be dangerous and whilst Lydden Hill Race Circuit will take all reasonable precautions, accidents can occur. By attending an event at Lydden Hill, you acknowledge this and confirm that you understand of the nature of the activity and attend at the event at your own risk.

Lydden Hill Race Circuit (LHRC) maintains the right to refuse entry or to eject from the venue any person who is acting against the interests of safety and/or whose behaviour is likely to cause damage, nuisance or injury.

Neither LHRC, or any company or organisation connected to the event or any of their respective employees, agents or assistants, shall be liable for any injury, loss, damage, claims, costs, expenses or demands suffered directly or indirectly by a participant or ticket holder as a consequence of their attendance at or participation in the event, excluding any relevant person’s liability for personal injury or death caused by its negligence.

1. General venue terms and conditions

- *Tickets purchased for events at Lydden Hill are for personal use only.*
- *Tickets grant access to spectator areas in the venue only. The ticketholder shall not access or attempt to access any other areas including the track. Ticketholders should not climb any fence in the venue and should not enter any buildings without permission from venue management. Offenders will be prosecuted, it is your responsibility to pay attention to signage on site.*

- *Some events may be filmed or recorded and there will be media at almost all events. Buying a ticket affirms your consent to the filming and sound recording of yourself as a member of the audience. If you have any objection, should this happen when you attend a show or event, please contact a member of the Venue Management.*
- *Due to potentially high noise levels at the venue, we recommend you bring hearing protection for your own safety, especially for young children.*
- *Camping is permitted at the venue for some events within the designated camping field. A valid camping ticket must be displayed at all times. Camping tickets are valid per person per night unless otherwise stipulated on your ticket. BBQ's and cooking equipment are permitted but must be raised off of the ground by means of a stand or other appropriate means. Loud music and noise is not permitted in the camping field at anytime.*
- *Dogs are permitted however are the sole responsibility of the owner and the owner will be liable for any accidents. Dogs must be kept on a lead at all times and cleaned up after. Dogs must not be left in vehicles unattended. No other animals are permitted at Lydden Hill.*
- *Ball games are prohibited inside the venue.*
- *Drones/UAVs are not permitted without consent from the venue.*
- *The ticketholder shall not bring into the venue or use or display at or around the venue any sponsorship, promotional or marketing materials. The ticketholder shall not offer or distribute within or around the venue any consumer article or commercial product or service or any leaflet relating thereto.*
- *Although under 13's are free of charge to all events at Lydden Hill all children under the age of 16 must be accompanied by an adult at all times. If any children become separated or lost, you must report to the circuit office in the lower paddock as soon as possible.*
- *Lydden Hill has a strict noise management plan and must abide to noise restrictions. Playing loud music and the use of air horns or similar is strictly prohibited and ticket holders making loud noise may be asked to leave the venue.*
- *Liter must be disposed of, and recycled where possible, in the bins provided. Ticket holders may be liable for any excessive clean-up costs caused by them.*
- *Paddock biked or other forms of unlicensed motorised transport are not permitted around the venue (Segway's, electric scooters etc).*
- *The speed limit around the venue is 10mph at all times and whilst Lydden Hill separate pedestrians and vehicles where possible, there are some*

areas where they are not separated. In these areas ticket holders accept they will listen to all instructions given by the marshals.

- Whilst Lydden Hill takes all necessary precautions to maintain the venue, ticket holders accept that Lydden Hill is a natural venue with un-even ground in places and there is the possibility of hazards arising throughout the event (for example, rabbit holes, fallen branches). I accept that I will stick to paths where possible and take care when walking around the venue. I will report any hazards, near misses or accidents witnessed to a member of staff in the circuit office.
- Ticket holders accept that they should access the circuit via the A2 only and never via the village of Wootton unless they are a local resident.
- Vehicles and their contents are parked at the ticket holders risk. Lydden Hill does not accept responsibility for damage, accident or loss to vehicle or contents whilst parked on site.
- Lydden Hill will have CCTV in operation during events for the purpose of prevention and detection of crime, public safety and good management.

1.19 Admission to an event is at all times subject to any terms, conditions or rules of the Promoter and the venue operator. If you breach those terms, conditions or rules then the Promoter or venue operator may refuse admission or require you or other ticket holders to leave the venue.

- Amongst other things you will need to comply with health and safety rules and any security requirements (including security searches for the safety of those attending the event). The venue or the Promoter will have rights to refuse admission or eject you in certain circumstances and these are likely to include if you are involved with abusive, threatening, drunken or other anti-social behaviour, or carry offensive weapons or illegal or prohibited substances or make unauthorised audio, video or photographic recordings. In these situations, no refunds will be offered.
- Before you finalise your booking, please read all the information that applies to the event and/or ticket. If you or any member of your party has particular requirements, please raise these before booking and we will endeavour to address your query. There can be no guarantee that requirements can be met if notified at the event.
When you receive your tickets check the details carefully. When attending the event, carry proof of age for under 13's if appropriate.
- Specific seats may be allocated to you at the time of booking, but the Promoter or venue operator reserves the right to change these seats to others of equal value.

2. Purchasing tickets

2.1 Tickets you purchase are for personal use only and when purchasing you accept that Motorsport can be dangerous and whilst Lydden Hill Race Circuit will take all reasonable precautions, accidents can occur. By attending an event at Lydden Hill, you acknowledge this and confirm that you understand of the nature of the activity and attend at the event at your own risk.

2.2 Tickets cannot be transferred, exchanged, or refunded once purchased other than for the reasons set out in these terms and conditions. This is subject to any rights you may have pursuant to Ticket Plan Protection purchased when you bought the tickets.

2.3 In addition to the ticket price your order may require payment of a booking fee per ticket, a transaction fees per order and/or other supplementary fees, which may apply to the event. Those fees are not refundable except as set out in these terms and conditions.

2.4 If you order or buy more tickets than the maximum permitted per person, per card or per household, we may cancel all of the order or tickets, in which case you will be refunded the ticket price and any booking, transaction or supplementary fees you have paid.

2.5 To prevent fraud and protect Lydden Hill and our ticket holders, we may carry out checks and/or you may be asked to provide additional information (such as a copy of a credit or debit card statement) after your booking so we can verify your purchase. If we suspect fraud we may cancel any order or tickets. The entire ticket and associated barcode(s) is required to gain admission to the event, receipts are not acceptable. Any attempt to present any unofficial or counterfeit ticket may lead to refusal of admission and possible prosecution. Unauthorised vendors will be prosecuted.

2.6 You must inform Lydden Hill of any change of email address, contact phone number or address, both before and after receipt of the tickets. Our preferred method to contact you is email, so you should take care to provide a current, valid email address and be aware that your email filter settings may treat our emails as spam or direct them to your junk folder. Tickets which have not arrived due to correct email address will not be refunded.

2.7 An order for tickets is not complete until accepted by us. We try to ensure all prices are accurate but errors may occur. If we discover an error in the price of tickets you have ordered we will inform you as soon as possible and we may either cancel the order (in which case you will be refunded the ticket price and any booking, transaction or supplementary fees you have paid) or give you the option of confirming your order at the correct price.

2.8 Gift vouchers are valid for 12 months from date of purchase, for clarification, the voucher must be used within 12 months and any credit unused after expiry will be void.

3. Delivery and collection

3.1 Tickets will usually be dispatched to you electronically, however there may be exceptions where they are dispatched by post (including secure, registered, recorded and regular post) or made available for collection at the venue box office.

3.2 We will try to dispatch tickets to you promptly by the dispatch method agreed at the time of booking but we may, where reasonable, make tickets available for collection at the box office instead of posting them to you if posting is impractical due to timing or circumstances beyond our control (e.g. strikes); or necessary for reasons of identification. You will be notified by phone, email or in writing (using the contact details provided by you) if this becomes necessary. Please note the conditions for box office collection at paragraph 13 below.

3.3 For tickets delivered by post, if you have provided an email address you will receive an email confirming dispatch of your order. We cannot usually specify the dates on which you will receive tickets. If you do not inform us of the non-receipt of tickets within a reasonable time (in any event at least 72 hours before the event) we will have no liability to you.

3.4 If tickets sent by post are returned to us with words indicating that you do not reside at the address, your order may be cancelled and the ticket price and any supplementary charges (but not the booking fee or transaction fee, and postage fee) refunded, or your order may be made available for collection at the box office.

3.5 To collect tickets at the box office the cardholder must present the card used to book the tickets or official photo identification (Such as driving licence or passport). Other identification or letters authorising collection may not be accepted and the tickets may be withheld at the box office.

3.6 Always check your tickets upon receipt and advise us promptly of any errors. Mistakes when ordering cannot always be corrected and any corrections are discretionary.

4. Refunds

4.1 Tickets cannot be transferred, exchanged, or refunded once purchased other than for the reasons set out in these terms and conditions. This is

subject to any rights you may have pursuant to Ticket Plan Protection purchased when you bought the tickets.

If the event takes place but you do not receive the tickets you have purchased for any of following reasons you will be refunded the ticket price and any booking, transaction or supplementary fees you have paid;

- Lydden Hill does not receive the tickets from the Promoter and cannot arrange for duplicates to be collected at the box office.*
- The tickets have been sent to an address different to the one you specified and you tell us within a reasonable period, as set out at paragraph 11 above, but replacement tickets are not provided.*
- your tickets are not dispatched and no arrangements are made for the tickets to be available for collection at the box office*

4.2 No duplicate tickets will be issued to replace tickets that have been lost or stolen after they have been delivered to you, and nor will such tickets be refunded.

4.3 If for any reason you are entitled to a refund, you must follow the refund instructions given to you. If these require you to return the tickets, do so promptly and within the timeframe communicated to you, tickets should be returned with a covering note containing your order reference number and contact information to the specified address by registered post (or an equivalent secure postal method). Please note that the return postage cost is non-refundable.

4.4 Any refund will usually be paid, using the same method you used to buy the tickets, within 30 days of the original date of the event or the date that we receive your returned tickets, whichever is later.

4.5 For all goods purchased for a specific date or time including event tickets no refunds are available.

4.6 No refunds will be offered under any circumstances if you fail to comply with the all terms and conditions applicable to those tickets, the venue or the event.

5. Cancellation, change or postponement of an event

5.1 Decisions to change or cancel events are the responsibility of the Promoter. Lydden Hill cannot guarantee to inform you of any change or cancellation of any event or be held responsible for refunds or for any resulting costs you may incur for travel, accommodation, any other related goods or service or other compensation.

5.2 You should always check that an event is going ahead at the scheduled date, time and venue before you travel.

5.3 If a Promoter cancels an event or makes significant changes to the venue, date, show time or headline act and confirms this to Lydden Hill then Lydden Hill will endeavour to inform you by email as soon as possible.

5.4 If an event is rescheduled, changed or moved, the Promoter will usually give you the option of either retaining or exchanging your tickets for the new date/location, or alternatively claiming a refund. Please note that the Booking Fee and any Transaction Fees are not refundable in these circumstances.

6. Privacy

6.1 We may share your personal information with Promoters, venue operators, coach operators and others as necessary for the purposes of the event. We will not otherwise share that information for marketing or any other purposes without your consent (as part of the booking process or otherwise) unless required by law.

6.2 If you have registered, with Lydden Hill and/or any of our associated companies, your interest in receiving marketing or other information and thereby given your consent, you may be contacted with relevant promotions, offers or information that you have expressed an interest in or that might be of interest to you. If you do not wish to receive further material please you can unsubscribe at any time via the emails.

6.3 We will always respect your privacy and any personal communication between you and ourselves. We will always comply with United Kingdom data protection legislation.

7. General

7.1 LYDDEN HILL cannot be liable in any way for the acts or omissions of others (including Promoters and venue operators). However, LYDDEN HILL does not seek to exclude its liability to you for death or personal injury caused by its negligence, fraud or any other liability which cannot be lawfully excluded or limited.

7.2 These terms and conditions do not create any rights or obligations enforceable by or against anyone other than LYDDEN HILL, you and, as

LYDDEN HILL contracts as the Promoter's agent, the Promoter who has direct rights and obligations under these terms and conditions.

7.3 The purchase by you of tickets and these terms and conditions (and any contractual or non-contractual matters arising in relation to these terms and conditions) are governed by English law and any disputes arising out of any transaction between you and LYDDEN HILL are subject to the exclusive jurisdiction of the English Courts.

8. Media

8.1 Recording and/or transmitting devices, including but not limited to cameras and other video equipment, cassette recorders and other audio equipment, wireless and fixed line electronic communications devices (including but not limited to computers and mobile phones), may only be used within the venue for purely private and domestic use, (i.e. they may not be used to sell, license, broadcast, publish or otherwise commercially exploit any recording, information, or other aspect of events taking place within the venue)