

General Terms and Conditions Trackdaysplanner B.V.
Dutch Chamber of Commerce nr 91914906

1. Definitions

Access	The account for access and use of the Platform and services of Trackdaysplanner B.V., hereinafter Trackdaysplanner, with its associated General Terms and Conditions.
Booking	The agreement concluded between Trackdaysplanner and the User by means of the Platform.
Event	The trackday activity on a circuit organised by the Organizer taking place on reserved day(s).
Organizer	The national or international organisation responsible for planning and reservation of the trackday(s) on the concerning circuit.
Platform	The online platform of Trackdaysplanner where the User can place the Booking and upon which the Organizer offers services according to its general terms and conditions.
Services	The services offered by Trackdaysplanner comprising the use of the Platform and facilitating the Booking
User	The natural person and/or legal entity who places the Booking for an Event with the Organizer via the Platform.

2. General Terms and Conditions

1. These General Terms and Conditions apply to all offers, quotations and agreements listed on the Platform. Any and/or all applicable general terms and conditions of the User and/or the Organizer are expressly declined by Trackdaysplanner.
2. Trackdaysplanner is entitled to amend these General Terms and Conditions at any time.

3. Agreement

1. The agreement between the Organizer and the User is established upon a request by the User for placement of the Booking via the Platform and confirmation by Trackdaysplanner of the said request. Until confirmation, Trackdaysplanner is not bound by a request.
2. The User declares to be of legal age and legally competent to place the Booking.
3. Additions and/or amendments of the Booking are only valid upon written consent of Trackdaysplanner.
4. The User is obliged to refrain from any activity that is or may be harmful to Trackdaysplanner and/or the Organizer and refrains from posting unlawful expressions e.g. hateful, offensive, libelous, slanderous, racist, discriminatory or sexist statements on the Platform and/or other media.

4. Platform

1. By means of the Platform direct contact between the Organizer and the User takes place and according to his conditions the Organizer offers the Event for which the User can place the Booking. In this respect Trackdaysplanner and the Platform exclusively have a facilitating role.
2. The content of the Platform has compiled with the utmost care. The Organizer provides all related information on the Platform concerning the Event. Trackdaysplanner does not guarantee that the information on the Platform is up to date, complete and lawful and/or that the Platform always operates correctly, completely and without incidents like interruptions, viruses, bugs or errors.
3. Trackdaysplanner is entitled to temporary or permanently deny access to the Platform and/or the Event in case of suspicion that the User or the Organizer is acting in conflict with these General Terms and Conditions or other agreements. Assessment in this respect is exclusively reserved for Trackdaysplanner.

5. Event

1. The User expressly declares to be familiar with nature, quality and performance of the Event and is subject to the associated conditions set by the Organizer and/or the Event.
2. All information, these General Terms and Conditions included, regarding the Event placed on the Platform is always fully part of the Booking to which the Organizer as well as the User will be bound.
3. The Organizer declares to dispose of the required governmental permits and to comply with the applicable – local - regulations including police and fire brigade regulations for the Event. Absence of the said permits and/or compliance will constitute in default by the Organizer towards Trackdaysplanner.
4. All dates and times of the Event stated for the Booking are binding for the Organizer and the User. Amendments of these dates and times will only be made with prior written consent of Trackdaysplanner and if necessary additional fees.

6. Payment

1. Prices are inclusive VAT unless otherwise agreed upon and payment of the Booking is transferred via the payment platform specified by Trackdaysplanner. Entering the Booking and/or using the Services thereof, the Organizer as well the User are subject to the associated terms and conditions of the payment platform.
2. The User is obliged to comply timely and completely with the payment terms as agreed upon in the Booking. Trackdaysplanner may agree on a quarterly payment plan, subject to additional administration fees. Non-compliance will constitute in default by the User and per consequence Trackdaysplanner will be entitled to cancel the Booking immediately. The user is not entitled to offset any claim against Trackdaysplanner.
3. Trackdaysplanner is entitled to request a deposit from the Organizer for the Event. In case the Organizer fails to timely and fully provide the deposit, Trackdaysplanner is entitled to cancel the Booking.
4. Failure to meet his obligations timely and/or fully, the Organizer will be due to Trackdaysplanner an interest of 1,5% monthly as well as collection costs on the outstanding amounts without prejudice to the right of Trackdaysplanner to demand fulfillment and/or full compensation.
5. In the event of unforeseen circumstances resulting in cost increase, Trackdaysplanner is entitled to charge the User amended fees based on actual costs.

7. Cancellation

1. In case of cancellation by the Organizer, he notifies Trackdaysplanner in writing and with an explanation of the circumstances of an intended cancellation of the Booking and/or the Event immediately after the occurred circumstances. In the event of cancellation, Trackdaysplanner is entitled to have reimbursed by the Organizer the agreed invoice amount.
2. Cancellation of the Booking by the User does not entitle the User to a refund of payments. Notwithstanding this exclusion, with reference to the cancellation of paragraph 1 of this article Trackdaysplanner may decide upon a conditional and partial or otherwise refund by means of a written notice to the User.

8. Force majeure

1. Force majeure is in any case day(s) of national mourning determined by the government, armed conflicts, consequences of a nuclear reaction, floods, illness or other incapacity for work of Trackdaysplanner, the Organizer and/or the Event.
2. In the event of force majeure, as a result of which the Event cannot take place as agreed, the party where the force majeure occurs is obliged to inform orally immediately as well as in writing the other party(ies) thereof and in any case inform about the nature, duration and consequences of the force majeure situation.
3. If the force majeure continues and the Event is detained within 30 days before or after the agreed date, the User, the Organizer and Trackdaysplanner have the right to terminate the Booking without the intervention by the court.

8. Privacy

1. Trackingdaysplanner processes personal data exclusively for the purpose of the Services in accordance with the European General Data Protection Regulation (GDPR). No personal data are provided to third parties unless necessary for the performance of the Services permitted under the GDPR.
2. The Privacy Statement of Trackdaysplanner as published on the Platform applies to the processing of personal data.
3. The Organizer will not collect or process any data from the User for purposes other than offering and executing the assignment and will not use these data for communication outside the Platform or Trackdaysplanner. The Organizer will not retain the personal data obtained from the User for longer than necessary for executing the assignment and for complying with legal obligations. The Organizer is obliged always to comply with the GDPR with regard to personal data.

9. Complaints and claims

Complaints and claims are addressed to the Organizer and will only be processed in a reasoned writing within 48 hours after the agreed date and time of the Event and have been received. In all other cases, the Organizer is considered to have full filled all its obligations regarding the Booking.

10. Liability

1. Participation in the Event involves risks. At all times the Organizer and the User are obliged to observe the safety rules and instructions of the Event.
2. Participation by the User in the Event is voluntary and at the User's own risk. The User disposes at least of a class A driver's license, declares to be in good health and commits not to consume alcohol and/or narcotics before or during the Event, failing of which participation in the Event is prohibited.

3. The User is obligated to consider his/her own safety and that of others and the Organizer and the User must have taken out an adequate insurance.
4. In case of, as a result of the information on the Platform, the Booking, the execution of the Booking, cancellation, force majeure, actions or omissions of the Organizer, denial of access to the Platform or the Event, an occasion unexpectedly occurs that leads to liability of Trackdaysplanner, that liability will be limited to the amount to which the insurance taken out by it gives entitlement.
5. Liability for indirect damage, including in any case lost turnover and damage to reputation, is excluded.
6. The Organizer will hold Trackdaysplanner harmless against third party claims, claims of the User or other adverse effects.

11. Intellectual Property

1. All intellectual property rights of the Platform and its content belong to Trackdaysplanner. The Organizer or the User is not permitted to copy, publish, modify or otherwise use (in whole or partially) the content of the Platform without prior written consent of Trackdaysplanner.
2. The Organizer and the User will respect the intellectual property rights of the Event and act as such in amongst others sound or image recordings of the Event. Any intellectual property rights owed for the Event are for the account of the Organizer.
3. The organizer grants Trackdaysplanner an unconditional, fee free and in time unlimited right of use for all information placed on the Platform by the Organizer for the execution of the Services, operation of the Platform and marketing purposes of Trackdaysplanner. The Organizer guarantees that it is entitled to use all information used by the Event and placed on the Platform and that this does not infringe upon the rights of third parties.

12. Dispute

1. All disputes arising from or related to the Booking or the Services shall be submitted exclusively to the competent court of the place of business of Trackdaysplanner.
2. Dutch law applies to all quotations, offers, the Services and the Booking issued by Trackdaysplanner. The legal procedure language will be Dutch.