

General terms of conditions pertaining to the event

1. Conclusion of the event contract

With his/her written application to attend the participant obliges to conclude an event contract with Offroad Solutions Ltd. Acceptance requires the applicant to send back the completed registration form. Inquiries by fax or by telephone are considered a non-binding, preliminary application. The event contract is concluded with the acceptance by Offroad Solutions Ltd and does not require a specific form. The general terms and conditions of the event are an integral part of the event contract.

2. Payment

Payment of the entire participation fee is due upon confirmation of your registration. If payment is not made to Offroad Solutions Ltd within 8 days after registration, the contract will be void. If the contract is cancelled by the end of the registration period, a service charge amounting to 25 % of the participation fee will be retained. If the contract is cancelled after this date, the participant will not be reimbursed with the participation fee. Re-booking fees are due upon receipt of the invoice. If Offroad Solutions Ltd. informs the participant of not being able to accept his/her application to attend, the Offroad Solutions Ltd will immediately reimburse the applicant with any registration fees paid.

Costs for other services (e.g. visa fees, return transport of vehicles/participants etc.) are not included in the price and are paid directly by the participant.

3. Services

The scope of the contractual services is solely determined by the specification of services/invitation/regulations drawn up by Offroad Solutions Ltd. as well as the corresponding information included in the confirmation. Ancillary provisions which alter the scope of services described by Offroad Solutions Ltd. require prior written approval by Offroad Solutions Ltd.

4. Change of services

Changes to or deviations from the individual services stipulated in the event contract, which are rendered necessary after conclusion of contract and which are not carried out in breach of good faith by Offroad Solutions Ltd., are only classed as acceptable for the participant if the changed or deviating services are equivalent and provided the changes or deviations are not considerable and do not have an impact on the overall character of the product. If possible and if there are major changes, Offroad Solutions Ltd. will inform the participant immediately on changes to or deviations from services. Offroad Solutions Ltd. may suggest that the participant withdraw from the contract without charge. If the participant withdraws from the contract, Offroad Solutions Ltd. will reimburse the participant with the costs previously incurred. Other mutual claims shall be excluded. Offroad Solutions Ltd. reserves to right to cancel the event, also at short notice, for important and unforeseeable reasons (e.g. Acts of God, political situation). Should this case arise, Offroad Solutions Ltd. will reimburse the participant with the costs previously incurred. Beyond that, the participant is not entitled to compensation.

5. Participant's withdrawal from contract, re-booking

Prior to the start of the event the participant can withdraw from contract in writing at any time. The date on which the advice of cancellation is received by Offroad Solutions Ltd. plays a decisive role. If the participant withdraws from contract after the registration deadline or if he/she does not participate in the event without previously informing Offroad Solutions Ltd. on his/her withdrawal from contract, Offroad Solutions Ltd. shall be entitled to retain the entire participation fee. If the contract is cancelled 49 days prior to the start of the event (registration deadline) 25 % of the registration fee will be retained as a service charge.

6. Services not used by the participant

If the participant does not use individual services due to early return, for example, or for other reasons, Offroad Solutions Ltd. will not refund payments made by the participant.

7. Annulment of contract due to exceptional circumstances

If Acts of God which could not be foreseen at the time the contract was concluded considerably threaten or impair the event, Offroad Solutions Ltd. as well as the participant shall be entitled to cancel the contract. In case of cancellation of contract, Offroad Solutions Ltd. will be entitled to a compensation for services already rendered or for services to be rendered by the end of the event.

8. Liability of Offroad Solution Ltd.

As part of the duty of due care and diligence of a prudent businessman, Offroad Solutions Ltd. accepts liability for

- conscientious preparation of the event,
- careful supervision and selection of the service providers,
- correctness of the specification of services,
- proper provision of the agreed services, while taking into account the respective country and location conditions, provided that these services are included in the description of the event/invitation or other information provided by Offroad Solutions Ltd. prior to the start of the event.

9. Limitation and liability

The participant is responsible himself for observing the respective Highway Code and Road Traffic Licensing Regulations. Each participant must adopt a driving style (motoring speed) that is appropriately geared towards the prevailing road conditions. Each participant is expressly advised that he/she, within the framework of criminal and civil liability, is to accept liability for damages that he causes to tour members or other road users. With his/her signature the participant assures that he/she has read this notice of liability and has provided for sufficient insurance coverage himself/herself.

Liability of Offroad Solutions Ltd. is primarily governed by the waiver of liability returned by the participant. Apart from this, liability is in any case excluded if damage to the participant caused by the organiser is neither wilful nor due to gross negligence, or if Offroad Solutions Ltd. is merely responsible for damage suffered by a participant due to an error of one of the service providers. Offroad Solutions Ltd. will not accept liability for faults in connection with external services. Liability is excluded or limited in the event of the existence of statutory provisions that apply to the services provided by a service provider, in which liability of the service provider is also excluded or limited.

10. Obligation to co-operate

In the case of a fault the person participating in the event is obliged to do what he can, within the limits of what may reasonably be expected of him, to rectify the fault and keep any possible damages to a minimum. In particular, the participant is obliged to inform the event management on the spot and/or the respective service provider of any shortcomings without delay. If possible, the fault will be rectified by the event management and/or the respective service provider. If the participant culpably fails to deliver a notice of defects, he/she will forfeit his/her claims for reductions. The event management and/or the service provider are not entitled to accept any claims of the participant against Offroad Solutions Ltd.

11. Exclusion of claims and limitation of claims

Claims against Offroad Solutions Ltd. resulting from non-provision of contractual services must be put forth in writing within one month after the contractual end of the event. After this deadline, the participant can only assert claims if the failure to adhere to this deadline was through no fault of his/her own.

Claims of the participant shall fall under the statute of limitations after 6 months. The period of limitation commences with the contractual end of the event. If the participant has asserted such claims, the period of limitation shall start on the date on which Offroad Solutions Ltd. dismisses the claims in writing. Claims for damages due to bodily harm to or death of the participant are subject to a three-year limitation period after the end of the event.

12. Passport, visa, customs, foreign currency and health regulations

Within what is possible for Offroad Solutions Ltd., Offroad Solutions Ltd. will inform the participants on important changes regarding the general rules and regulations included in the invitation to the event prior to the beginning of the event. Offroad Solutions Ltd. takes no responsibility for the correctness of the information given. The information applies to German nationals only. However, should liability be against Offroad Solutions Ltd., paragraphs 9,10 and 11 shall come into effect. The participant himself/herself shall be responsible for adherence to passport, visa, customs, foreign currency, health and insurance regulations and other provisions which have to be met upon entry of the respective countries. All disadvantages and costs resulting from non-obedience to these regulations go to the expense of the participant, even if these regulations change after registration.

13. Invalidity of individual stipulations

The invalidity of individual stipulations of this contract does not result in the invalidity of the whole contract.

14. Place of jurisdiction

The place of jurisdiction for claims against Offroad Solutions Ltd. is England. The place of jurisdiction for claims filed by Offroad Solutions Ltd. against the participant shall be the participant's domicile unless the claim is filed against registered traders or persons whose legal venue is outside the country or persons who after conclusion of the contract domiciled abroad or whose place of permanent residence is not known upon commencement of action. Aforementioned cases and collection proceedings shall be settled before a competent court in Manchester.