

**2020 FORMULA 1 BRITISH GRAND PRIX SILVERSTONE**  
**TERMS AND CONDITIONS OF BOOKING**  
**Ref: F1/Online**

These Terms and Conditions apply between the client (“**You**”) and Byrom Plc incorporated and registered in England and Wales with company number 02630764 trading as MATCH Accommodation – Silverstone’s Official Accommodation Service Provider (“**us**”) acting in the UK, registered at: Seamos House, Brooks Drive, Cheadle Royal, Cheshire, SK8 3SA and relate to the booking of hotel rooms (“**Hotel Rooms**”) in connection with the Formula 1 British Grand Prix at Silverstone™ (“**The Event**”).

You confirm that you agree to book Hotel Rooms directly from us via our website <http://hotels.silverstone.co.uk/> in accordance with these Terms and Conditions.

**1. 1. APPLYING FOR AND BOOKING THE HOTEL ROOM(S)**

- 1.1. You acknowledge and agree that the online application process to apply for Accommodation (the “**Application Process**”) involves a number of steps including (i) providing payment details to us (ii) completing, checking and submitting the online booking summary and payment page (the “**Booking Summary**”) and (iii) clicking the box accepting the Terms and Conditions.
- 1.2. When applying for Accommodation via the Application Process you should carefully check and approve your Booking Summary before proceeding and ensure that all Accommodation you wish to purchase (the “**Client Rooms**”) is correctly identified.
- 1.3. Your completion of the Application Process and submission of your Booking Summary constitutes your offer to purchase the Client Rooms. The confirmation of your offer by us depends on several aspects, such as, without limitation, the number of Client Rooms available, payment by you of the total amount payable as set out on the Booking Summary and the correct and complete provision by you of all information required under the Application Process. If we confirm your offer, we will e-mail you a confirmation with full details of your confirmed Client Rooms (the “**Confirmed Rooms**”) and the amount paid (the “**Order Confirmation**”). For the avoidance of doubt you agree that payment in full for the Confirmed Rooms will be taken by us prior to e-mailing you the Order Confirmation.
- 1.4. You are responsible for correctly completing and providing all information required under the Application Process including the full completion and submission of the Booking Summary. We reserve the right to reject any applications which are incomplete or incorrect. We shall not be liable for any sort of incorrect entry of information, technical malfunctions of the internet, failure of computer hardware or software, or lost or incomplete applications or failure to communicate with you by e-mail due to the non-acceptance or delivery failure of the Order Confirmation by your e-mail.
- 1.5. If the Booking Summary is submitted by an individual on behalf of a company or other legal entity, the individual who completes and submits the Booking Summary and clicks the acceptance of the Terms and Conditions box represents and warrants that he/she has the legal capacity and authority to bind the company/legal entity indicated in the Booking Summary. Furthermore, you represent that you are of legal age to enter into binding agreements.

## 2. PAYING FOR THE HOTEL ROOM(S)

- 2.1. **The Confirmation Total:** You agree to be invoiced in British Pounds “GBP” and to pay in GBP for the total amount set out in the Booking Summary (“Confirmation Total”) and as invoiced by us and payable in accordance with these Terms and Conditions. We acknowledge that this amount shall include all applicable taxes, duties, levies and charges at the prevailing rate.
- 2.2. **Payment Currency:** Payment must be made in GBP. The Confirmation Total appearing on the Booking Summary will be specified in British Pounds (“GBP”).
- 2.3. **Incidental Charges:** The Confirmation Total does not cover, and we shall not under any circumstances be responsible for, any incidental charges incurred by or on behalf of the person(s) using the Confirmed Rooms, including but not limited to room service, food and beverage (unless expressly included), laundry services, telephone calls and all corresponding service charges and taxes. You or your guests may therefore be required by the Hotel upon check-in (arrival) to guarantee payment of incidental charges with a major credit card or cash deposit.
- 2.4. **Payment Schedule:** you agree to pay in full in accordance with these Terms and Conditions, the Confirmation Total for all Confirmed Rooms upon your submission of Booking Summary (the “Total”).
- 2.5. **Payment Arrangements:** your payments to us shall be made online. Online payment shall be available for those credit cards identified as being accepted by MATCH.
- 2.6. **Booking Confirmation(s) / eVoucher(s):** We shall provide you with either a booking confirmation or electronic voucher(s) that specify the details of the Confirmed Rooms together with the name(s) of the allocated guest(s) and which shall provide evidence of your reservation with the Property. You may be required to print-out and present the booking confirmation or evoucher to the Property upon check-in. Guests presenting their Booking confirmation or eVoucher upon check-in will be required by the Property to provide proof of identification to ensure that this matches the name details appearing on against the booking. In the event that you cancel your Confirmed Rooms after the booking confirmation or eVoucher has been sent to you, then your booking confirmation or eVoucher shall be invalidated by us immediately.

## 3. CANCELLING THE HOTEL ROOM(S)

- 3.1. **Cancelling Confirmed Rooms after the receipt of the Order Confirmation:** Cancellation of your confirmed room(s) should be processed online by you. Depending on when you cancel the Confirmed Room, you will become liable to pay the Processing Fees or Cancellation Fees as set out in Sections 3.2 and 3.5 below, as applicable (the “Cancellation Fee”).
- 3.2. **The Processing Fee:** On each occasion you cancel Confirmed Rooms up to and including 15 January 2020 (whether it is a partial cancellation or a full cancellation) you shall pay to us a processing fee of GBP 20.00 (the “Processing Fee”). For any Confirmed Rooms you cancel in any Property after 15 January 2020, you will pay the Cancellation Fee indicated in Section 3.5.
- 3.3. **Contract Value:** The contract value shall be the total value in GBP for the Confirmed Rooms as specified in the relevant Booking Summary (“Contract Value”).

- 3.4. In the event of partial cancellation of your Order Confirmation, the Confirmed Rooms that you retain must comply with any applicable minimum stay requirements identified during the Application Process.
- 3.5. **The Cancellation Fee:** Depending on when your cancellation is made online, you will be liable to pay a Cancellation Fee as follows.
- a. Up to 15 January 2020 inclusive, you may cancel any or all of the Confirmed Rooms without charge, other than the Processing Fee;
  - b. After the 15 January 2020, the booking of all Confirmed Rooms shall be FINAL and you shall pay one hundred percent (100%) of the Contract Value for any Confirmed Room which is cancelled;
- 3.6. **Reduction of Rooms:** Provided you comply with your payment obligations in accordance with these Terms and Conditions, do not commit a serious breach of contract we shall not have any right to reduce the number of Confirmed Rooms once we have confirmed the Confirmed Rooms available to you.

#### 4. INVOICES

The appropriate invoices shall be raised in GBP and provided to you by e-mail once the Order Confirmation has been sent to you. You may request duplicate copies of such invoice by contacting us directly at the address provided below at Section 5.10.

#### 5. MISCELLANEOUS

- 5.1. **Our liability to you:** In order to supply the Hotel accommodation under these Terms and Conditions we have contracted with third party suppliers which we will take reasonable care and skill to ensure are reputable. Our role after that point is to secure your booking at the Hotel and although we will try to resolve matters where the Hotel has not complied with any of its obligations, we emphasise that we do not have control over or responsibility for the actual services provided to you by the Hotel or for the actions of it or its employees.
- 5.2. We do, however, accept liability where we or our staff, have not properly performed our contracted obligations except where such failure / improper performance arose:
- a. due to the acts and / or omissions of the person(s) affected;
  - b. due to acts and / or omissions of a person unconnected with the provision of your contracted services and in circumstances beyond our control;
  - c. due to any event which was beyond our control and which we or the supplier of the service could not have forestalled or foreseen even with all due care.

Therefore, we shall not be liable for any loss, costs, expenses, fines, liabilities, direct or indirect damage, including any extrinsic, special, penal, punitive, exemplary or consequential damage or damages of any kind whatsoever ("**Damage**") or howsoever caused in connection with your use of the Client Rooms even if they are caused by our negligence (including gross negligence), unless we are in breach of a material contractual duty. We shall not be liable in the event of gross negligence of the Hotels as our suppliers unless there is a breach of a material contractual duty under these Terms and Conditions and the Order Confirmation.

We shall not be liable for any Damages that are untypical and unforeseeable under these Terms and Conditions and the Order Confirmation.

- 5.3. **Your liability to us:** Although we arrange your reservation with the Hotel(s), we cannot be held responsible for the acts and omissions of yours and of any guests who use the Confirmed Rooms allocated to you. In the event of any claim, cost or expense arising against us in respect of any such act or omission including any claim initiated against us by any of your guests who use the Confirmed Rooms, you confirm that you will fully indemnify us and bear the responsibility for this, either by settling and paying for such claims, fines, costs or expenses or, if you dispute any such claim, fine, cost or expense, that you will be responsible for the costs arising in defending such a claim including our own reasonable costs (if any).
- 5.4. **Warranty:** Except to the extent otherwise expressly provided for in this Section 5.4, and to the extent permissible by law, we provide no warranties, whether express, tacit or implied, arising by operation of law or otherwise, in respect of any of the services provided to you. We specifically disclaim any implied warranties of fitness for a particular purpose or merchantability. Your primary rights in the event the Hotel services are not performed properly in accordance with these Terms and Conditions and the Confirmation and the Revised Confirmation, shall be our assigning of our warranty claims, if any, against the respective Hotel to you. In any case the warranty shall be limited to the Hotel services being in accordance with the specification given by us.
- 5.5. **Amendments:** Neither we nor you may alter these Terms and Conditions without the other's prior written agreement.
- 5.6. **Term and Termination:** These Terms and Conditions shall apply to all transactions between us in connection with the Event. You may terminate these Terms and Conditions by notice in writing in the event that we commit any serious breach of its material terms and fail to remedy such breach within five (5) business days. We shall be entitled to recall any or all Confirmed Rooms by notice in writing to you and to apply the Cancellation Fees and Processing Fees referred to at Sections 3.2 and 3.5 above if: (a) you commit an irremediable breach, or a remediable breach and fail to remedy it within fifteen (15) days of receipt of notice of said breach requiring remedy of same; (b) you make any voluntary surrender or arrangement with your creditors or become subject to an administrative order or (being an individual or firm) are sequestrated or become bankrupt or (being a company) go into provisional or final liquidation or placed under judicial management (otherwise than for the purpose of solvent amalgamation or reconstruction) or are placed under any other similar or replacement regime covered from time to time by Swiss insolvency law or cease or threaten to cease to carry on business or an encumbrancer takes possession or a receiver is appointed to any of your property or assets or if we reasonably apprehend that any such event is about to occur and notify you accordingly.
- 5.7. **Waiver:** None of these Terms and Conditions may be waived except with the express written consent of the party or parties who is going to be bound by the waiver. Neither your rights nor our rights under these Terms and Conditions will be deemed to have been waived by any act or conduct on either your or our part, or by any neglect to exercise or enforce such right or power or by any delay in doing so. The rights and powers that are given to either of us under these Terms and Conditions shall continue to apply unless and until the person who is going to be bound by a waiver has specifically waived or released such powers in writing and signed in confirmation thereof. No waiver shall operate as a waiver of any other default or of the same default on a future occasion.

- 5.8. **Assignment:** The Terms and Conditions that apply on each Order Confirmation are personal to you and you may not assign, transfer, subcontract or otherwise part with any benefits or obligations without our prior written consent, provided however that you may assign or transfer the right to use any number of Confirmed Rooms without our prior written consent. Please note that if you do allow someone else to use the Confirmed Rooms in accordance with this Clause then you agree to ensure that these Terms and Conditions will apply to that person also. We may assign these Terms and Conditions together with all respective rights and obligations hereunder to any subsidiary or associated company of MATCH Accommodation.
- 5.9. **Independent Contractors:** For the avoidance of any doubt, you and ourselves shall each be and remain independent contractors with respect to each other and with respect to all rights obtained and services performed. Nothing herein shall be construed to:
- a. Constitute you and ourselves as partners, joint ventures or co-owners;
  - b. Constitute you or us as the agent, employee or representative of the other;
  - c. Empower you or us to act for, bind or otherwise create or assume any obligations on behalf of the other.
- 5.10. **Notices:** All notices, demands, requests or other communications shall be in writing and shall be sent via registered mail or transmitted by hand delivery, e-mail or fax to the address or details chosen by each party as follows:
- a. If intended for us:  
Addressed to: MATCH Accommodation - Silverstone,  
Seamos House, Brooks Drive,  
Cheadle Royal, Cheshire,  
SK8 3SA, England;  
**E-Mail Address:** [sales@match-accommodation.com](mailto:sales@match-accommodation.com)  
Phone number: +44 (0)161 492 1800  
Or to such other address as may be designated by us in writing to you.
  - b. If intended for you, at the address provided by you and given on your Confirmation or to such other address as may be designated by you in writing to us.
- Such notices, demands or other communications shall be deemed given within five (5) days of posting and upon the date of faxing or hand delivery unless the contrary can be proved. In the case of transmission by fax, confirmation of the transmission must be made by mailing the original notice demand or communication not later than the business day following the transmission.
- 5.11. **Severability:** If any provision or portion of any provision is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provisions shall not be affected by this.
- 5.12. **Binding Agreement:** Both you and we intend to rely upon the written terms set out here in these Terms and Conditions and in the Confirmation and any Revised Confirmation. If either party requires any changes which are agreed by the other, both parties should make sure to ask that these be put in writing. **BOTH PARTIES ACKNOWLEDGE THAT THIS IS A LEGALLY BINDING DOCUMENT. BEFORE AGREEING TO THE ORDER CONFIRMATION YOU SHOULD READ IT CAREFULLY AND ENSURE THAT IT CONTAINS EVERYTHING YOU WANT AND NOTHING YOU ARE NOT PREPARED TO AGREE TO.**

- 5.13. **Headings:** Section and subsection headings are for ease of reference only and shall not constitute a part of these Terms and Conditions nor be given any substantive effect.
- 5.14. **Resolution of Complaints:** If you encounter a problem in relation to the services being supplied you should **immediately** inform the Hotel and also our own representative who will do what they can to resolve matters to your satisfaction. If the difficulty is not resolved at the time to your satisfaction you must ensure that you contact us in writing no later than twenty-eight (28) days after your return at the address provided to you in Section 5.10 above. If you fail to advise us and/or the supplier promptly about such difficulties this may affect our ability to properly look into and resolve this matter for you.
- 5.15. These Terms and Conditions shall be governed and interpreted in accordance with the laws of England. The parties shall endeavour in good faith to resolve any dispute arising from, and/or in connection with these Terms and Conditions by way of good faith discussion and negotiation. If the parties do not resolve any such dispute within thirty (30) days from the date on which negotiations are initiated, the dispute shall, be exclusively referred to the courts of England who shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement or its formation or validity and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.
- 5.16. **Governing Law:** your Confirmation, any Revised Confirmation and these Terms and Conditions shall be governed by, construed, interpreted, applied and enforced in accordance with, the laws of England (without giving effect to principles of conflict of law thereof) and the place of performance for the services provided under these Terms and Conditions shall be England.
- 5.17. **Force Majeure:** The performance of these Terms and Conditions by either party is subject to acts of God, war, government action or decree, disaster, strikes (other than strikes by our staff), riot or civil disorder, acts of terrorism, curtailment of transportation facilities (to the extent such curtailment was beyond our reasonable control), inclement weather, the postponement, reschedule or cancellation of the Event, or its being relocated to another venue or any other emergencies beyond the affected party's control making it illegal or impossible to perform its obligations under these Terms and Conditions. In the event that performance of these Terms and Conditions is not possible by reason of Force Majeure, neither party shall be deemed to be in breach of the terms of these Terms and Conditions and neither party shall then be obligated in any manner to the other with respect to such performance. Compensation will not be payable by either. To the extent we recover monies from the Hotels we will refund such monies to you and we will use our reasonable efforts to obtain such recovery.
- 5.18. **Insurance:** you are responsible for (and we strongly recommend you do so) arranging and obtaining your own travel insurance (including cancellation insurance) in respect of all issues arising out of these Terms and Conditions including in particular Section 5.17 above. We cannot be responsible for any losses incurred by you arising from a Force Majeure event to the extent we are unable to recover such monies as set out at Section 5.17.
- 5.19. **No Commercial Use of Transaction; Commercial Identification Prohibition:** We have no right to grant and you shall not use commercial identification rights of any kind relating to the Silverstone, F1 or British Grand Prix or the services described therein.