

ELRC Green Laning

Terms and Conditions

Essex Land Rover Club Ltd (ELRC) may cancel any planned trip should circumstances outside the control of ELRC occur eg if geophysical or climatic conditions which, in the opinion of ELRC, may have a detrimental effect on the group or the environment.

The vehicle that you are using in relation to the event is Taxed, MOT'd and Insured for road use by yourself and you hereby indemnify the organisers for any liability arising from your failure to meet these requirements. Any equipment you may bring must also be fit for purpose.

All parts of the events are undertaken of your own volition and you are at liberty to decline any part of the event which you consider unsuitable or potentially damaging to your vehicle, passengers or equipment.

If client action or any other event outside the control of ELRC delays, alters, impacts or extends the trip, ELRC cannot accept responsibility or liability for any resulting loss, expense or damage.

Mechanical assistance by the ELRC will be limited to assisting in the recovery of the client vehicle to the nearest point of assistance, major town or garage. However every effort will be made to assist in facilitating on-site or on route repairs. In the event of mechanical breakdown of a client vehicle, due consideration must be given to the whole group and to the continuation of the event. This may involve the client opting for various continuation arrangements and/or later recovery of the vehicle.

Medical assistance will be limited to Advice and Guidance only. When possible, ELRC will help you to receive assistance from regular medical services. It is a **CONDITION OF BOOKING** that you have secured any personal insurance you require and accept that no accident, injury or loss liability whatsoever lies with ELRC.

Should any client, vehicle or action, in the opinion of the ELRC Event Leader, be considered prejudicial to the integrity, safety, security or any other aspect of the event the member concerned will not be allowed to continue.

BREAKAWAY: If for any reason individual members, parts of or the entire group wish to divert, explore or leave the remaining group, or depart from the set itinerary or agreed route, the Event Leader **MUST BE INFORMED**. Thereupon and unless expressly agreed those member/s involved will no longer be supported by ELRC either during the period of their absence or for the remainder of the Event.

The intention of this document is to ensure you are fully aware:

- your participation, is, to an extent, at your own risk;
- that, unless this document says otherwise, ELRC and their members ("we" or "our") will not have any responsibility to you or anyone else claiming for loss suffered by you.

This document also contains pre-conditions with which you must confirm you comply with and terms to which you must agree in order to participate.

1. The Pre-Conditions

You confirm that:

- (a) you are not under the age of 17 years old;
- (b) you hold a current driving licence that authorises you to drive the class of vehicle you are using
- (c) you have not been convicted of any offence involving dangerous driving
- (d) you do not know of any circumstances which would disqualify you from driving
- (e) you are not currently suffering from any physical or mental condition which would restrict or impair your alertness or driving ability and of which you have not informed us

- (f) You are a member of Essex Land Rover Club and will be the main driver of the vehicle.

2. Your Obligations

- (a) Whilst attending, you will at all times follow our lawful instructions and any other relevant rules notified to you.
- (b) You will not at any time, be under the influence of alcohol or any drugs which may impair your alertness and driving ability and you will behave in a safe, appropriate and prudent manner.
- (c) You will at all times exercise the necessary and high degree of care and attention whilst participating.
- (d) If you suffer from any disability that could impair your ability to participate, you will inform us prior to attending, so that we can make any required and available adjustments.
- (e) You will be responsible for the safe-keeping of any property (e.g. cameras) you take with you.

3. Our rights

- (a) We may, at our sole discretion and at any time, decline or terminate your attendance in the interests of safety or otherwise.
- (b) We reserve the right to amend, or withdraw, in total or in part, without prior notice.

4. Passengers

- (a) Passengers are allowed in vehicles on the basis that they comply with the same obligations as you agree to in 2 above.
- (b) The driver signing below agrees to be responsible for his/her passengers' actions and will ensure he/she complies with his/her obligations;
- (c) By signing below, the driver is agreeing to the application of section 5 below in respect of the passenger's participation.

5. Liability

- (a) Your safety is our highest priority but you acknowledge that participating involves driving in exceptional circumstances where there are inherent risks of damage to both you and your property. By participating, you agree that you accept that you share in the responsibility to maintain your own safety and that of others and of property by your own actions or conduct.
- (b) We shall in no circumstances be liable to you to the extent any liability arises due to your non-compliance with pre-conditions or your obligations.
- (c) We shall not be liable to you whether in contract, tort (including negligence) or otherwise for any financial loss, or loss of contracts or goodwill for any indirect, special or consequential loss or damage.
- (d) At any time you may withdraw from participating, in which event you must notify a leader/instructor/marshal who will give you directions for your safe departure.

6. Acknowledgement of Understanding

You confirm that you have read this document and fully understood its contents. You understand and agree to be bound by the above terms and conditions.