

THE EXTRAORDINARY CAR CLUB TERMS AND CONDITIONS

These terms and conditions of use may be changed by The Extraordinary Car Club Limited in the future without further notice. Your continued use of this site after any such changes constitutes your acceptance of the new or modified terms. Further, these terms and conditions apply exclusively to your access to, and use of, this site and do not alter in any way the terms or conditions of any other agreement you may have with The Extraordinary Car Club Limited for products, services or otherwise.

1. Introduction

- 1.1. These terms and conditions, together with our privacy notice apply to your booking with The Extraordinary Car Club Limited, a limited liability company incorporated in England and Wales with company number 12135840 ("we" or "us").
- 1.2. Please read them carefully as they set out our respective rights and obligations. In these booking conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.
- 1.3. If you have any further questions after reading these terms and conditions then please contact info@theextraordinarycarclub.com.

2. Booking

- 2.1. By making a booking, you agree on behalf of all persons detailed on the booking that you have read these terms and conditions and agree to be bound by them and that you are over 18 years of age.
- 2.2. When you make your booking you must pay either (a) the relevant deposit, or (b) the full amount, as specified at the time of booking. If you believe that any details on the booking summary (or any other document) are wrong you must advise us immediately as it may not be possible to make changes later, you may incur charges to make changes and it may harm your rights if we are not notified of any inaccuracies in any documentation.

3. Payment

- 3.1. You will be required to pay either (a) a deposit, or (b) make full payment for your booking at the time of booking. Where you only pay a deposit you must pay the full balance by the balance due date notified to you in your booking documents. If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their own terms and conditions.

4. If You Want To Change or Cancel Your Booking

- 4.1. Any cancellation or amendment request must be sent to us in writing and will not take effect until received and confirmed by us. If you cancel or amend your booking there may be a fee to pay or any fees already paid may not be refunded.

5. Changes or Cancellations by us or any supplier

- 5.1. We will inform you of any changes or cancellations as soon as reasonably possible. If our partner suppliers offer alternative arrangements or a refund, you will need to let us know your choice within the time frame we stipulate.
 - 5.2. We reserve the right to make any changes or alterations to any part of any tour, in the event any unforeseen circumstances.
6. Our responsibility for your booking
 - 6.1. Our responsibilities are limited to the tour you book with us. Any supplementary bookings you make with other suppliers in connection with the tour is not our responsibility. In the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment, or for anything that cannot be limited by law.
7. Complaints
 - 7.1. If you wish to complain about anything in connection with your tour, please contact us at info@theextraordinarycarclub.com.
 - 7.2. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.
8. Special Requests and disability
 - 8.1. If you have any special requests (for example dietary requirements, cots or room location) or you have a disability, please let us know at the time of booking. We will pass on all such requests to the supplier but we do not guarantee that they will be met and we will have no liability to you if they are not. If your disability needs cannot be met by the hotel, please contact us.
9. Insurance
 - 9.1. Adequate travel insurance is a condition of your contract with either us. You must take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses.
 - 9.2. Failure to disclose relevant information will affect your insurance. If you fail to travel with adequate insurance cover we will not be liable for any losses in respect of which insurance cover would otherwise have been available.
10. Accommodation Ratings and Standards
 - 10.1. Accommodation ratings are displayed as provided by our suppliers. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

- 10.2. Safety standards in some countries may differ from those applicable in the United Kingdom. We strongly advise that all customers seek to minimise their exposure to injury by familiarising themselves with relevant safety information.
11. Unavoidable and Extraordinary Circumstances
 - 11.1. Except where otherwise expressly stated in these terms and conditions we will not be liable or pay you compensation if our obligations to you are affected by any circumstances which we or the supplier of the service in question could not have avoided even if all reasonable measures had been taken. These circumstances can include, but are not limited to, war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster, weather conditions which make it impossible to travel safely to the destination and all similar events outside our control or the control of the supplier concerned.
12. Use of this website
 - 12.1. In using this website, you agree:
 - 12.1.1. not to make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;
 - 12.1.2. not to disrupt or interfere with the security of, or otherwise abuse, the website, or any services, system resources, accounts, servers or networks connected to or accessible through the website or affiliated or linked websites;
 - 12.1.3. not to use this website or its content for any commercial purpose;
 - 12.1.4. not to disrupt or interfere with any other user's enjoyment of the website or affiliated or linked websites, or attempt to use another user's account for any reason;
 - 12.1.5. not to upload, post or otherwise transmit through or on this website any viruses or other harmful, disruptive or destructive files;
 - 12.1.6. not to transmit through or on this website spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;
13. Warranty
 - 13.1. YOU UNDERSTAND AND AGREE THAT THIS WEBSITE AND THE INFORMATION, SERVICES, PRODUCTS AND MATERIALS AVAILABLE THROUGH IT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT USE OF THIS WEBSITE IS AT YOUR SOLE RISK.
 - 13.2. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE EXTRAORDINARY CAR CLUB LIMITED AND ITS AFFILIATES DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY US OR OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PROVIDERS,

MERCHANTS, SPONSORS, LICENSORS OR THE LIKE SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE.

- 13.3. YOU EXPRESSLY AGREE THAT USE OF THIS SITE, INCLUDING ALL CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THIS SITE, IS AT YOUR SOLE RISK. YOU UNDERSTAND AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR BUSINESS OR YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, DATA AND/OR SOFTWARE.
 - 13.4. YOU ACKNOWLEDGE THAT THE EXTRAORDINARY CAR CLUB LIMITED DOES NOT CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES ON OR THROUGH THIS WEBSITE. EXCEPT AS OTHERWISE AGREED IN WRITING, THE EXTRAORDINARY CAR CLUB LIMITED AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF CONTENT OR PRODUCTS DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES THROUGH THIS WEBSITE. NO WARRANTY OR GUARANTEE IS MADE THAT A USER WILL RECEIVE THE LOWEST AVAILABLE PRICE FOR GOODS AND/OR SERVICES AVAILABLE THROUGH THIS WEBSITE. PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE AT ANY TIME PRIOR TO PURCHASE. WE DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OTHER INACCURACIES RELATING TO THE INFORMATION AND DESCRIPTION OF THE HOTEL OR OTHER TRAVEL PRODUCTS DISPLAYED ON THIS WEBSITE (INCLUDING, WITHOUT LIMITATION, THE PRICING, PHOTOGRAPHS, LIST OF HOTEL AMENITIES, GENERAL PRODUCT DESCRIPTIONS, ETC.).
 - 13.5. WE DO NOT MAKE ANY WARRANTY THAT THIS WEBSITE OR ITS CONTENT WILL MEET YOUR REQUIREMENTS, OR THAT THE SITE OR CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED.
14. Privacy notice
 - 14.1. We are committed to respecting your privacy and protecting your personal information. Our privacy policy is available on our website.
 15. Law and Jurisdiction
 - 15.1. These terms and conditions are governed by English law and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.