

## **Kimura Racing**

### **Booking Terms & Conditions**

#### **Definitions**

- The "Hirer" means the person/s, organisation or company booking the equipment, act or entertainment with the "Company"
- The "Owner" means Kimura Performance Ltd
- All hiring of the equipment is classed as 'Assisted' hire. The hire of equipment or entertainment accompanied by a representative of the 'company' to supervise use and operate the booked equipment or entertainment.

#### **Bookings**

- All equipment remains the property of the company at all times.
- By placing an order with us either verbally or via e-mail regardless of whether a booking form has been returned or deposit paid it is deemed that the customer has read, understood, fully agreed to and is bound by all our terms and conditions of hire
- In the event of traffic or other uncontrollable circumstances preventing us from being able to fulfill our contracted obligations our liability shall be limited to a refund of any monies paid in relation to the contracted event or a pro rata reduction in the hire fee in the event of delayed start. No further compensation will be paid irrespective of any loss of earnings

#### **Prices, Deposit & Balance Payments**

- The Hirer agrees to pay a deposit of £500 in case of any damages to equipment provided by the Owner. The Hirer reserves the right to retain up to the full amount if the simulators are damaged or are not in the same condition as they were when originally provided to the Hirer.
- The Owner will refund the deposit in full provided that the Hirer has performed all the obligations under this agreement.
- The Hirer agrees to pay the agreed cost to hire the equipment for the respective duration of hire. The payment will be paid to the owner prior to taking possession of the equipment.
- The quotation price includes delivery, set up and collection as well as the services of a representative of Kimura Performance.
- The balance is to be paid in full upon signing of the agreement between the Hirer & the Owner.
- All prices are subject to VAT at the current rate.

- Any cancelled order is subject to the following cancellation charges;
- Between 11 & 28 Days prior to event 25% of order value
- Between 3 & 10 Days prior to event 50% of order value
- Under 72 Hours prior to event 100% of order value

### **Equipment**

- The company reserves the right to substitute hired equipment with equipment of a similar type and value without notice in the event of previous damage or loss of booked equipment
- All sizes quoted are approximate
- The typical simulator specifications are Trak Racer TR80 Lite Sims with Simucube steering system and wheel and powered by a high spec Scan Gaming PC with Nvidia Ampere GeForce RTX 3080, intel core i7 using Assetto Corsa Competizione (GT) and using iRacing software
- All goods remain the property of the company at all times
- The Hirer will use the equipment in a good and careful manner and will comply with the respective manufacturer's requirements and recommendations respecting the equipment and with any applicable law, whether local, state or federal respecting the use of the equipment.
- The Hirer will use the equipment for the purpose for which it was designed and not for any other purpose.
- Unless the Hirer obtains prior written consent of the Owner, the Hirer will not alter, modify or attach anything to the equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the equipment.

### **Site Location, Facilities & Conduct**

- Hired equipment will be set up in one location only as agreed on arrival and will not be moved once unloaded
- The client is responsible for checking adequate space for siting of equipment and prior to booking
- The Owner reserves the right to refuse delivery if the venue or site is deemed to be unsuitable by our delivery personnel or if the client has failed to notify the company of any delivery obstructions such as stairs or excessive loading distances from our vehicle to the installation site. In such a case no refund will be given and the full hire fee will be due
- The Hirer is responsible for ensuring that suitable security and crowd control measures are in place prior to start of event
- The Owner reserves the right to cease operation and remove hired equipment from site if at any time a representative of the company feels that guests or clients conduct endangers the safety of the guests, clients, themselves or the safety of the hired equipment. In such cases no refund will be given and the deposit will be retained by the Owner.

### **Power Supply**

- The Hirer is responsible to ensure there is adequate power and energy supply available at the venue
- If this is not possible and generators are required, please contact us in advance to ensure that you are aware of the correct generator specifications. Alternatively, we can supply generators at an additional cost. Please contact us for details.

### **Liability & Insurance**

- The Hirer will during the whole of the Term and whilst in possession of the equipment, take out, maintain and pay for insurance against loss of and damage to the equipment for the full replacement value of the equipment and will the Owner as the loss payee.
- The Hirer will, during the whole of the Term and for as long as the Hirer has possession of the equipment, take out, maintain and pay for comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use of the equipment.
- If the Hirer does not decide to undertake any insurance or have any insurance then the Owner reserves the right to appoint.

### **Data Protection**

The data gathered from customers helps us continually improve the service you receive from the Company. We use the information to handle enquiries, deliver services, process payments, communicate with you about bookings, services and promotional offers, update our records and generally maintain your accounts with us and enable third parties to carry out technical, logistical or other functions on our behalf. Please visit [www.kimuraracing.com](http://www.kimuraracing.com) or [www.kimuraperformance.com](http://www.kimuraperformance.com) for additional information.