

TERMS AND CONDITIONS

Last updated: October 24, 2024

- 1) A phone call enquiry or temporary booking does not confirm a booking until payment is received through Apex Timing or payment on an invoice received from Red Karting (Pty) Ltd t/a RBEK and POP has been emailed to bookings@rbek.co.za.
- 2) Confirmation of booking by Red Karting (Pty) Ltd t/a RBEK shall create a binding contract between the person named and Red Karting (Pty) Ltd t/a RBEK subject to the terms and conditions set out below.
- 3) Please arrive at least 20 to 30 minutes prior to the booked time slot.

PAYMENT

- **4)** Go kart races are paid in full when booked through Apex Timing. Party packages require a full payment once invoiced from Red Kart (Pty) Ltd t/a RBEK.
- 5) Only one a proof of payment is received via email will the booking be confirmed.
- **6)** The customer is liable for the full race fees for the use of the circuit for the number of drivers booked, even if fewer drivers attend.

CANCELLATION

- **7)** If the booking is cancelled by the customer less than 72 hours prior to the event, the full race fees are payable but can be rescheduled.
- **8)** If the booking is cancelled more than 72 hours prior to the event, the full amount will be refunded but a 10% handling fee will be charged.
- **9)** Race fees will not be refunded to any driver if the driver fails to attend or is withdrawn from the racing for any reason.

DRIVERS

- 10) Drivers must not consume alcohol for at least 12 hours before the event.
- **11)** The Circuit's management reserves the right to refuse admission and/or to bar drivers from the track for any reason whatsoever in its sole discretion. Any person considered by the Circuit's

management to be under the influence of alcohol, narcotics or medication will not be allowed to race.

CIRCUIT EXCLUSIONS

- **12)** There is a guideline minimum height of 1.4 meters and 9 years of age. Some children who reach this minimum height may not be eligible to drive if they fail the kart fitting.
- 13) Drivers under the age of 16 must be accompanied by an adult at all times.

LATE ARRIVALS & NO SHOWS

- **14)** Bookings are transferable at the discretion of Red Karting (Pty) Ltd t/a RBEK but remain non-refundable. Tickets cannot be refunded, re-booked or re-used for drivers who fail to arrive on time for their booked time.
- **15)** For insurance reasons, drivers arriving after the safety briefing has commenced are not allowed to race and will not receive any refund.
- **16)** Where an exclusive event is delayed due to late arrivals, Red Kart (Pty) Ltd t/a RBEK's management may in their sole discretion and on request of the customer delay the safety briefing. In such cases, the event will be shortened to make up for the time lost.

FORCE MAJEURE AND LIMITATION

- 17) Where the event is prevented, frustrated or delayed due to force majeure (including but not limited to riot, strikes, natural catastrophe, power failure, fire or accident to premises or equipment) or any other cause beyond its control, Red Karting (Pty) Ltd t/a RBEK's liability shall be limited to refunding or (at Red Karting (Pty) Ltd t/a RBEK's option) rescheduling the event at a future date convenient to all parties. Delays caused by accidents or poor driving on track will not be refunded or re-scheduled.
- **18)** Notwithstanding the generality of the above, please note that all karting events are live events and may overrun due to unforeseen delays. Any quoted "End Time" is a pre-event estimate, for guidance only.

PREMISES SAFETY DISCLAIMER

19) Notice is hereby given to any person "The Customer" entering these premises for

any purpose including participating in driving the proprietor's vehicles or observing the activities in this premises that he/she does so entirely at his/her own risk and on the condition that the proprietor, landlord and the proprietor's staff and employees are exempted and release from any liability for injury loss or death however caused, sustained by the customer and/or the customers dependents and for any loss or damage caused to the customers personal belongings suffered on these premises.