

ESCAPADE

Silverstone

**RESIDENCE RESERVATION
REGULATIONS**

2.0 RESIDENCE

Reservation Regulations

These regulations remain the responsibility of the Management Company who reserve the right to alter them from time to time.

All Residence Reservations are governed by the below regulations. By making a Reservation, the Guest agree to these terms in their entirety.

These regulations override all previous issues.

1. DEFINITIONS

In these Regulations, the following terms have the meaning given to them:

BRDC means the British Racing Drivers’ Club Limited (Management Company number 00257980), the owner of the land on which the Estate and Venue is situated.

The Gallery means The Gallery at the Estate, including its amenities and services.

Common Facilities means communal areas on the Estate which the Management designate for use by Guests.

Estate means the development known as:

Escapade Silverstone
Silverstone Circuit
Towcester
NN12 8TN

Fee means the total price for the hire of the Property as stated in the Reservation including taxes, Fees and additional services or products selected and shown within your Reservation confirmation.

Guest(s) means any overnight short-term rental guest, visitor, including Residence Owner’s (unless stated otherwise), and the principle (lead) guest named on the Reservation confirmation.

Management means the Management Company and/or team appointed by the Management Company.

Management Company means Silverstone Estates Limited (Management Company number 01013427), a wholly owned subsidiary of the BRDC responsible for the Management and operation of the Estate.

Residence means the Residences (individually or collectively) on the Estate and/or the accommodation which Guest(s) are contracting to hire for the “Rental Period” stated on the Reservation or which may be substituted pursuant to these regulations.

Rental Period means the period so stated in the Reservation. Reservation means the rental of a Residence as summarized in the reservation confirmation.

Residence Owners means any owner of a residence Property at Escapade Silverstone (individually or collectively).

SCL means Silverstone Circuits Limited (Management Company number 00882843), a wholly owned subsidiary of the BRDC and the operator of the Venue.

Security Deposit means the Security Deposit as referred to in the Reservation.

VAT means Value Added Tax at the current rate for the various package elements reserved.

Venue means the Silverstone Circuits venue situated at Silverstone Circuit, Towcester, NN12 8TN of which the Estate form’s part.

2. REFERENCES

These regulations are applied in conjunction with all other imposed regulations, terms, and conditions by the Management Company or SCL, known as “Applicable Rules and Regulations.” These include, but are not limited to:

- Estate Regulations
- SCL Terms and Conditions of Entry
- Any SCL Terms and Conditions (www.silverstone.co.uk/terms-and-conditions)
- Residence Owner Reservation Regulations

3. REGULATIONS

Guest Responsibilities

3.1 Guest(s) are responsible for their party and all other visitors to the Residence during the Rental Period. Breach of any of the regulations within your Reservation contract (or any other regulation in place) by them will be equivalent to a breach by the Guest and the Guest shall retain all liability for them.

3.2 Guest(s) shall exercise care and keep the Residence and all furniture, fittings, and effects in or on the Residence in the same state of repair and condition as at the commencement of the Rental Period and shall leave the Residence in the same state of general order in which it was found. Guest(s) shall be liable to the Management for any loss, costs, expenses, claims arising from any damage caused to the Residence and/or its contents by Guest(s) deliberate or negligent act or omission. If, as a result of such damage, the Residence or any of its contents need to be repaired or any of its contents need to be replaced then the Guest shall be responsible for paying the reasonable costs of doing so.

Additional cleaning costs may be charged to the Guest, where additional professional cleaning services are required or where the condition of the Residence left by the Guest, results in the Residence not being available for let for a consequent Reservation.

3.3 Any faults found before or during the Rental Period are to be reported to the Management Company.

3.4 Guest(s) will be required to give a preauthorisation on a credit or debit card before the Rental Period begins to cover the cost of breach of the Guest's obligations under your Reservation contract. This preauthorisation will be used to cover incidentals and damages. Should there be any damages following the Guest's stay, the Management Company reserves the right to use Guest preauthorisation to be applied against such costs to the discretion of the Management Company. Nothing contained in this Regulation shall affect the right of the Management to recover any sums from Guest under Regulation 10.1.

3.5 Your Reservation contract is personal to the Guest and may not be assigned to any other person.

3.6 Guests must not use the Residence for any purpose other than for short stay accommodation for the Guest and any Guest stated on the Reservation.

3.7 Smoking is not permitted at the Residence.

3.8 Guest(s) agree to observe the regulations and to circulate these among all the party members including teenage children.

3.9 Guest(s) will only use (and allow to be used) the parking spaces which are allocated to the Residence for the purposes of parking private (not commercial) vehicles and will not use or attempt to use any other parking spaces assigned to other residences.

3.10 Guest shall not allow the number of people using the Residence to exceed the maximum capacity of the Residence, as stated on the Residence details on the website. In the event this is exceeded without such agreement the Management Company reserves the right to refuse or revoke the Reservation at its sole discretion. This would be treated as a cancellation by Guest, and Regulation 6 (Cancellation by the Guest) will apply (without prejudice to other Regulations).

3.11 Guest(s) must comply with all other Applicable Rules and Regulations and must circulate a copy among all the party members including teenage children.

3.12 Guest(s) shall not do or permit anything to be done at the Residence that may render the buildings insurance policy void or voidable or increase the premium. A copy of the insurance policy regulations should be requested before making a Reservation and will be available upon request.

3.13 Guest(s) shall not do anything that may be considered to cause a nuisance or annoyance to the Management Company, or any occupier of adjacent or neighbouring properties. The Estate is a family environment and respect to all other residents and occupiers is tantamount. Any disturbance which results in site security being called to the scene could result in a charge being made by the Management Company who will advise the Guest

of the charge. The charge will be payable by Guest and may be taken from the Security Deposit.

4. PAYMENT

4.1 Guest(s) are responsible for the payment of all Fees relating to the Reservation and all used services and products procured.

4.2 The balance of the Fee must be paid not later than as stated in Guest Reservation terms. Failure to pay the balance of the Fee at this time will constitute cancellation by the Guest, in which case Regulation 6 (Cancellation by the Guest) will apply.

4.3 All payments shall be made to the Management Company at the address stated.

4.4 The Fee is inclusive of all Reservation fees, charges and any applicable VAT.

5. ALTERATIONS OR CANCELLATIONS BY THE MANAGEMENT COMPANY BEFORE THE RENTAL PERIOD

5.1 The Management Company has the right to refuse any Reservation and to cancel any Reservation which has been made. The Management Company will communicate this decision to Guests in writing. Any monies which have been paid to the Management Company will be repaid without delay and in full to the Guest unless there are reasonable grounds in which the cancellation resulted from the Guest's negligence.

5.2 In the event that, where the Guest is not in breach of their obligations hereunder, it shall be necessary for the Management Company to make an alteration to the Residence from that specified in the Reservation OR cancel the Residence from that specified in the Reservation the Management Company shall inform Guest of such alteration or cancellation.

In the event of cancellation, the Management Company shall, if possible, arrange an alternative Residence of a similar type and standard as that originally requested by the Guest (though the Management Company reserves the right to charge the Guest any resultant increase in price).

5.3 If the alternative Residence is not acceptable to the Guest, the Management Company shall refund in full all monies paid and neither the Management Company, nor the Guest shall have any other or consequent liability.

5.4 In certain circumstances the Management Company may need to cancel or alter a Guest Reservation at short notice. In those instances, the Management Company will notify the Guest as soon as it becomes aware of the need to alter or cancel the Reservation and shall move the date of Guest Reservation at no cost or provide Guest with a full refund.

5.5 Due to nature of the event location at Silverstone, there are events in the calendar (including, but not limited to the Formula 1 British Grand Prix) where Reservation restrictions apply, including minimum length of stay, arrival days, hospitality package requirements, special ticket requirements and higher accommodation tariffs and, in the scenario the dates of one of these events changes, and consequently, your Reservation

falls within (or partially within) the new event dates, the Management Company have the rights outlined between Regulations 5.1 to 5.4.

6. CANCELLATION BY THE GUEST

6.1 Any cancellation made by the Guest (for whatever reasons) shall be in writing addressed to the Management Company at the address stated on the front page, by email at the designated Reservation email address provided OR by using the official Reservation tools provided via our website. The effective date of cancellation is when written or digital notification is received by the Management Company.

6.2 If the Guest(s) wish to end the Reservation contract, and the Guest cancels the Reservation outside of the cancellation policy timeframe, no charge shall be made, and a refund shall be provided should advance payment had been made.

6.3 If the Guest wishes to end the Reservation contract, and the Guest cancels the Reservation within the cancellation period outlined in the Reservation, a charge shall be made for the services guaranteed within the Reservation confirmation or

If the Guest has reserved a fully pre-paid, non-refundable Reservation, the Guest may still cancel the Reservation, however, no deposit shall be returned.

7. RESERVATION CONDITIONS BEFORE SIGNING THE RESERVATION

7.1 Please check the details to make sure they are correct. Any adjustments can only be made subject to availability and/or at the Management Company's discretion.

7.2 Lead Guest must be aged 18 or over at the time of Reservation.

8. DESCRIPTIONS & BROCHURE/ WEBSITE INFORMATION

8.1 The Management Company makes all reasonable efforts to ensure that descriptions of the Residence provided to Guest either directly or via 3rd parties are accurate. Guest(s) acknowledges that differences between the photograph/ illustration/text used for properties and the Residence may arise. The Management Company does not accept liability for errors contained in descriptions or for any misrepresentation.

8.2 The Management reserves the right to make modifications to the specifications of the Residence that are considered necessary in the light of operating requirements. In the interest of continued improvement, the Management reserves the right to alter or delete furniture, fittings, amenities, facilities, or any part of any activities, either advertised or previously available, without prior notice.

8.3 If material changes occur after your Reservation contract has become binding the Management Company will notify Guest(s).

9. TERMINATION DURING RENTAL PERIOD

9.1 Your Reservation contract may be terminated before the end of the Rental Period by the Management Company upon giving notice to Guest in the event of Guest(s) material breach of the terms of your Reservation contract or where in the reasonable opinion of the Management, damage is likely to be caused to the Residence by the Guest(s) or any member of the Guest(s) party. In such cases, the Management Company shall not be liable to any refund of any monies paid.

9.2 The Management Company reserve the right to refuse to hand over the Residence where in the reasonable opinion of the Management Company it is likely that damage to the Residence will be caused by the Guest(s) or any member of Guest's party. In such case the Management Company shall not be liable to make a refund of any monies paid.

10. ACCESS AND EGRESS

10.1 Guest(s) must allow the Management Company access to the Residence to conduct services provided and to inspect the state of the Residence and check compliance with these Conditions and all other purposes in connection with the Residence at all reasonable times or in the event of emergency at any time without notice.

10.2 The Residence shall be provided to the Guest from the time indicated as the "check in time" (3pm at the time of writing). An early check in may be requested but shall not be guaranteed. Guests who require a guarantee of an early arrival must reserve the Residence from the night prior at the Fee indicated at the Reservation stage.

10.3 The allowance of early access to, or late egress from, the Residence does not guarantee access to The Gallery facilities.

10.4 Access to The Gallery facilities for Guests with Reservations is from 12pm on the day of arrival until 12pm on the day of departure. Use of The Gallery facilities may be subject to a Reservation being required.

10.5 Access to the Estate and its facilities are subject to the specific Silverstone entry accreditation requirements, which may require the possession of an event ticket.

10.6 Access and egress routes may change, depending on the event you are attending.

10.7 Parking locations at Silverstone may vary by event. There is no guarantee parking within the Escapade Estate, nor the Silverstone Venue can be provided. Details of these restrictions shall be outlined in your Reservation details.

10.8 Failure by Guest(s) to leave the Residence, with all Guests and effects, by the stated check out time (10am at the time of writing) on the final day of the Rental Period will result in the Guest(s) being charged a late check out Fee OR an additional day's rent (at the best available retail rate).

10.9 Failure to arrive by 23:59 on the arrival day of the Rental Period where the Guest has also failed to advise us in writing constitutes cancellation by the Guest, in which case Condition 4 (cancellation by the Guest) shall apply.

11. COMPLAINTS

If Guest(s) are disappointed with the Residence, the Guest, should first contact the Management who will use all reasonable endeavours to solve the problem. If the Guest still Feels that the problem has not been resolved to their reasonable satisfaction then they must, within 7 days of their departure from the Residence, put their comments in writing to the Management Company, marked for the attention of the Guest Experience Manager.

The Management Company recommends that these are sent by recorded delivery or email in order that they receive attention as quickly as possible.

12. LIABILITY

12.1 To the extent permitted by law and except in the case of death or personal injury resulting from the proven negligence of the Management Company or the Owner the maximum limit of the liability of the Management Company or the Owner (as appropriate) to the Guest whether in contract tort negligence breach of statutory duty or otherwise shall be the Fee.

12.2 Nothing contained in these Regulations shall exclude or restrict any statutory rights which the Guest may have against the Management Company.

12.3 Guest(s) deal as a consumer and in no event shall the Management Company be liable for losses costs or damages suffered or incurred by Guest(s) as a result of failure to perform or breach by the Management Company of its obligations under this Agreement which are business losses including but not limited to economic loss or damage, loss of profits, interest, business revenue or savings and loss of contracts and whether such losses or damages arise in contract tort or statute and whether as a result of negligence or otherwise.

13. FORCE MAJEURE

13.1 In the event of an event outside of the Management Company's reasonable control (such as a fire or other catastrophic event of the type covered in comprehensive insurance policies and available at reasonable premiums on the insurance market) then the Management Company may determine your Reservation contract by giving Guest notice whereupon your Reservation contract will immediately end.

13.2 In the event of such determination, the Management Company's liability shall be limited to the return of the remaining proportion of the Fee paid for the Rental Period.

14. LAW OF THE CONTRACT AND JURISDICTION

English law shall apply to the whole of your Reservation contract which shall be subject to the exclusive jurisdiction of any of the courts of England and Wales.

15. SEVERANCE

If any provision of these Regulations is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from your Reservation contract and rendered ineffective as far as possible without modifying the remaining provisions of your Reservation contract and shall not in any way affect any other circumstances of or the validity of enforcement of these Regulations.

16. THIRD PARTIES

No third party (other than the Management or Owner) shall have any right to enforce your Reservation contract under the Contracts (Rights of Third Parties) Act 1999. It is intended that the Management or Owner may enforce the terms of your Reservation contract against Guest.