

## **Triumph Motorcycles Limited (“TML”)**

### **Our terms of booking for the Factory Visitor Experience**

#### **1. These terms**

**1.1 What these terms cover.** These are the terms and conditions on which we provide the Triumph Factory Visitor Experience (hereinafter referred to as the “experience”) to you.

**1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide the experience to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

#### **2. Information about us and how to contact us**

**2.1 Who we are.** We are Triumph Motorcycles Limited a company registered in England and Wales. Our company registration number is 01735844 and our registered office is at Ashby Road, Measham, Swadlincote, Derbyshire, DE12 7JP. Our registered VAT number is GB439493610.

**2.2 How to contact us.** You can contact us by telephoning our team at +4401455 453 088 or by emailing us at *factory.tours@triumph.co.uk* or writing to us at *Factory Visitor Experience, Triumph Motorcycles, Normandy Way, Hinckley, Leicestershire, LE10 3BZ*

**2.3 How we may contact you.** If we have to contact you we will do so by telephone, email or by writing to you at the postal address you provided to us in your order.

**2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

#### **3. Our contract with you**

**3.1 How we will accept your order.** Our acceptance of your order if made online will take place via Eventbrite, who will email you to confirm your order, at which point a contract will come into existence between you and us. Eventbrite provide a secure ticketing and registration platform, and you can find further details on Eventbrite’s security policies and processes at: <http://www.eventbrite.com/security/>. Your confirmation email from Eventbrite will contain an attached ticket. You must print this ticket, or be able to show it on your device on arrival so we can check you in. If you booked via a third party retailer such as Virgin Experience Days, you will be able to use the code provided to you via the retailer to request a booking via email, telephone or the online booking form. The contract will come into existence once a booking confirmation email is sent to you. If, by exception, a booking is made directly with us over the telephone, we will provide you with your payment card receipt by post and your booking confirmation, a copy of our terms and conditions and our data privacy notice by post or email.

**3.2 If we cannot confirm your order.** If we are unable to confirm your order, we will inform you of this and will not charge you for the booking. This might be because the experience is unavailable on a particular date, or because we have identified an error in the price or description of the experience.

**3.3 Information we give you.** By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information please contact us using the contact details set out in the “How to contact us” section above. The key information we give you by law forms part of this contract (as though it is set out in full here). If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to the change.

#### **4. Your rights to make changes.**

If you wish to make a change to your booking please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the experience, the timing of the experience or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7 - Your rights to end the contract).

#### **5. Our rights to make changes**

**5.1 Minor changes to the booking.** We may change your booking and/or the experience itself:

- (a) to reflect changes in relevant laws and regulatory requirements; and/or
- (b) to implement technical adjustments and improvements, for example to address a security threat or health and safety requirements; and/or
- (c) due to adverse weather conditions.

#### **6. Providing the experience**

**6.1 When we will provide the experience.** We will provide the experience on the date set out in the order.

**6.2 We cannot guarantee any part of the production line running.** This is due to the production schedule, global demand, our quality assurance maintenance programmes and shift patterns. We endeavour to show as much of our production process as possible and plan our tours accordingly; however we can't predict all outages in the production process.

**6.3 We are not responsible for delays outside our control.** If your experience is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay exceeding one month, you may contact us to end the contract and receive a refund for any experience you have paid for but not received.

**6.4 Your rights if we suspend the experience.** We will contact you in advance to tell you we will be suspending the experience, unless the problem is urgent or an emergency. You may contact us to end the contract for an experience if we suspend it, or tell you we are going to suspend it, in each case for a period of more than one month and we will refund any sums you have paid in advance for the experience.

**6.5 Is there an age limit?** We welcome children of all ages but under 18's must be accompanied by a responsible adult at all times, as we are a manufacturing facility and safety is our priority. The responsible adult will be accountable for the supervision of any under 18's which accompany them, and should ensure that the under 18's comply with the terms of this agreement.

## **7. Your rights to end the contract**

**7.1 You can always end your contract with us.** Your rights when you end the contract will depend on whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;**
- (b) **In all other cases (e.g. if you have just changed your mind about your booking), see clause 7.3;**

**7.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately, and you will receive a refund in full for any experience which has not been provided. The reasons are:

- (a) we have told you about an upcoming change to the booking or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the experience you have ordered and you do not wish to proceed;
- (c) there is a risk that the experience may be significantly delayed beyond one month because of events outside our control;
- (d) we have suspended the experience for technical reasons, or notify you we are going to suspend it for technical reasons, in each case for a period of more than one month; or
- (e) you have a legal right to end the contract because of something we have done wrong.

**7.3 How long do I have to change my mind?** Once tickets have been purchased, the tickets are non-changeable and non-refundable except at the absolute discretion of Triumph. We may, at our own discretion, attempt to find you an alternative date for you to attend. A contract is completed when we have provided the experience and you have paid for it.

## **8. How to end the contract with us (including if you have changed your mind)**

**8.1 Tell us you want to end the contract.** To end the contract with us, please let us know by calling our team on 01455 453 088, emailing us at [factory.tours@triumph.ac.uk](mailto:factory.tours@triumph.ac.uk) or writing to us at *Factory Visitor Experience, Triumph Motorcycles, Normandy Way, Hinckley, Leicestershire, LE10 3BZ*. Please provide your name, home address, details of the order and, where available, your phone number and email address. Alternatively, you can use the model cancellation form set out in the Schedule 1 to this contract, but it is not obligatory.

**8.2 How we will refund you.** If you are due a refund under the limited circumstances covered under clause 7.2, we will refund you the price you paid for your experience via Eventbrite if you made a booking online, or by the method you used for payment if you booked directly with us through telephone. A voucher purchased through a third party retailer, such as Virgin Experience Days will be subject to that retailer's own refund policy and enquiries must be made directly to them. We cannot refund items purchased from third party resellers.

**8.3 When your refund will be made.** We will make any refunds due to you under clause 7.2 as soon as possible.

## **9. Our rights to end the contract**

**9.1 We may end the contract if you break it.** We may end the contract for an experience at any time by writing to you if you do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due.

**9.2 We may cease to provide the experience.** We may contact you to let you know that we are going to stop providing the experience. Where possible, we will let you know at least 7 days in advance of us ceasing to provide the experience, except where we are unable to due to reasons beyond our control (e.g. adverse weather conditions). We will refund any sums you have paid in advance for the experience

## **10. If there is a problem with the experience**

**10.1 How to tell us about complaints or problems.** If you have any questions, problems or complaints regarding your experience or any other matter, please contact us as soon as possible. You can telephone our team on +4401455 453 088, email us at [factory.tours@triumph.co.uk](mailto:factory.tours@triumph.co.uk) or write to us at (*Factory Visitor Experience, Triumph Motorcycles, Normandy Way, Hinckley, Leicestershire, LE10 3BZ insert address*). We will try to resolve any complaint or problem with you quickly and efficiently.

**10.2 Summary of your legal rights.** We are under a legal duty to provide an experience that is in conformity with this contract. See the box below for a summary of your key legal rights in relation to the experience. Nothing in these terms will affect your legal rights.

## **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix an experience if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, the experience must be carried out within a reasonable time.

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, SI 2013/3134 say that we must give you certain key information before a legally binding contract between you and us is made. We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy.

## **11. Price and payment**

**11.1 Where to find the price of the experience.** The price of the experience (which includes VAT) will be the price indicated on the order pages when you placed your order online. If you book directly with us by telephone, we will inform you of the price of the experience prior to making the booking. We take reasonable care to ensure that the price of the experience advised to you is correct. However please see clause 11.2 for what happens if we discover an error in the price of the product you order.

**11.2 What happens if we got the price wrong.** It is always possible that, despite our reasonable efforts, some of the experiences we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price of an experience at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price of the experience at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

**11.3 When you must pay and how you must pay.** Please note that if you book online your payment will be processed by Eventbrite, a secure ticketing and registration platform, therefore you will be directed to the Eventbrite website in order to book your experience and pay for it. You can find further details on Eventbrite's security policies and processes at: <http://www.eventbrite.com/security/>. If, by exception, you book directly with us by telephone, please note that we accept payment with Visa, Visa Credit, Mastercard and American Express. Any purchases made through Virgin Experience Days or any other third party retailer will be subject to their own payment and security terms.

## **12. Our responsibility for loss or damage suffered by you**

**12.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking

this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen. We are not legally responsible for any loss or damage that was not foreseeable to you and us when the contract was formed, or that was not caused by any breach on our part.

**12.2** We shall in no circumstances be liable to you for any liability due to your non-compliance with these terms.

**12.3** **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to the experience as summarised at clause 10.2.

**12.4** **We are not liable for business losses.** We only provide the experience for private enjoyment; therefore we will have no liability to you whether in contract, tort (including negligence) or otherwise for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **13. How we may use your personal information**

**13.1** We will only use your personal information as set out in our Data Privacy Notice. You will find this on our website or alternatively please contact us for further information.

### **14. Acknowledgment of Risk**

**14.1** By accepting these terms and conditions you are acknowledging that:

- (a) cameras, and any devices capable of capturing footage, such as mobile phones, will need to be kept in a secure locker during your tour. There is a designated locker area for bags and belongings for the duration of your Factory Tour;
- (b) you have a responsibility to mitigate any risks involved during your experience, which means that you should wear all required safety equipment and clothing at all times, such as flat, closed toe shoes;
- (c) you will be expected to comply with all safety guidance and instructions given by us prior to and/or on the day of your experience;
- (d) We reserve the right to remove you from the venue if we consider your actions to be dangerous or detrimental to the experience of other customers.

### **15. Other important terms -**

**15.1** **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

- 15.2 You need our consent to transfer your rights to someone else.** You may not transfer your booking or your rights or your obligations under these terms to another person.
- 15.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of you breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 15.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.
- 15.7 Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint or problem, you may want to use the online dispute resolution (ODR) platform to resolve the dispute with us. For more details, please visit the website on the “Your Europe” portal: <https://webgate.ec.europa.eu/odr>.
- 15.8 Photography and filming.** Please note that taking pictures is not permitted on the Factory Tour but is allowed everywhere within the Visitor Experience. Any photograph or footage (collectively “images”) that you, or any person attending as your guest, may take outside the Factory Tour but within the Visitor Experience is for your personal use only. You should not use any of these images for commercial purposes, and you agree to use these images responsibly. If such images include imagery of an incident involving us, you must make such images available to us and agree not to post such images on any social media sites, including but not limited to YouTube, Twitter, Instagram and Facebook. You acknowledge that we may use a professional or employee of Triumph as a photographer/videographer, who may take images throughout your experience at Triumph premises, and that we may wish to use these images internally and externally for commercial purposes (e.g. to promote the experience). You hereby give your consent to our use of any images taken by the photographer/videographer as described above, and you acknowledge that you do not have any existing or future rights (including without limitation any intellectual property, such as copyright, or ownership rights) in any images taken by the photographer/videographer. Please note that you can withdraw your consent at any time by contacting us at: [factory.tours@triumph.co.uk](mailto:factory.tours@triumph.co.uk)

**Schedule 1 - Model Cancellation Form**

*(Complete and return this form only if you wish to withdraw from the contract)*

To *Factory Visitor Experience,*

*Triumph Motorcycles, Normandy Way, Hinckley, Leicestershire, LE10 3B,*

*+4401455 453 088,*

*factory.tours@triumph.co.uk*

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale regarding the Triumph Factory Visitor Experience,

Ordered on [\*/received on [\*],

For the date of {\*} and time of {\*

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate