

The Motorist Club Rules

These Motorist Club Rules (the "Club Rules") apply to any membership you purchase from us or renew with us. By purchasing or renewing a membership, you agree to these Club Rules.

These Club Rules, along with our [privacy policy](#) and [cookie policy](#) and any other terms on our website, apply to your membership and constitute the contract between us. Please read these Club Rules carefully before you purchase or renew a membership, as they set out important information about your and our rights and obligations. **Your attention is specifically drawn to the renewal and behaviour terms, and our liability.**

We may make changes to these Club Rules at any time. Any membership will not run in conjunction with any other discounts or offers, including any membership discount card(s).

Before you read the Club Rules, any reference to:

- "**we**", "**us**", "**our**" or "**The Motorist**" means Harrison Spinks Events Limited (company number 06975622) whose registered office is at Westland Road, Leeds, LS11 5SN.
- "**you**", "**your**" or "**member**" means the individual who has purchased a membership and been provided with a membership number, under these Club Rules.
- "**membership**" means a membership that we advertise and that you are able to purchase for The Motorist Club, located at New Lennerton Lane, Sherburn in Elmet, Leeds, LS25 6JE. For the purposes of these Club Rules, our memberships are considered a "service" and not a "good".

The Motorist Membership

Memberships: We offer memberships that we advertise on our website at www.themotorist.com and social media. Membership shall only be open to individuals who:

- are at least 18 years old;
- are a resident of the United Kingdom;
- intend to attend events at The Motorist and receive the benefits of a membership; and
- agree to these Club Rules in full.

The above is our "membership criteria".

Benefits: Membership gives you the opportunity to utilise exclusive discounts on events, as advertised on our website from time to time. Some benefits will be subject to additional terms and conditions that you will need to accept prior to receiving the benefit. This may include MOTs, parking spaces, The Motorist access and events. Note that access to The Motorist (including at weekends or busy periods) may require pre-registration to confirm your attendance and in some cases will be subject to availability. We do not guarantee that you will be able to access every benefit of the membership throughout the membership year.

Membership Level: There will be different memberships levels displayed on our website from time to time. We reserve the right to update the membership levels and all benefits associated with the memberships. The membership benefits at the time of your purchase or renewal will be the applicable benefits to your membership.

Membership Year: Membership is for a minimum period of **one year** and shall **auto-renew thereafter** on an annual basis. For example, if you purchase your membership on 1 January, it will run until 31 December of the same calendar year, and, if you purchase your membership on 30 June, it will run until 29 June of the following calendar year.

Freeze / Pause: You are not able to freeze or pause any of our memberships.

Restrictions: Membership is not open to companies, partnerships, unincorporated associations or similar entities, and is not transferable to anyone else in any circumstances.

Advertising: Any advertising material displayed on our website is for advertising purposes only.

Purchasing Your Membership

Purchases: Memberships can be purchased via our website. To make a purchase, you must first fill out the application form in full and accept these Club Rules. If you do not accept these Club Rules, please note that you will be unable to purchase or renew a membership with us.

Errors: Please check your purchase carefully and correct any errors in your details, before you submit your membership application. Any errors that you make (e.g. misspelled names, addresses, emails or purchasing the wrong membership) will not be our responsibility and you may need to purchase another membership to rectify your error.

Withdrawals: You are free to withdraw your membership application at any time before it has been accepted. Should you wish to do so, please contact our membership team at bookings@themotorist.com.

Personal Use: The membership is provided to you for your domestic and personal use only. You must not use our membership for commercial or business purposes.

Mailing List: In order to keep updated on all our news, events, membership updates, access to any exclusive membership level (should a vacancy become available) and other important communications, you can sign up to our mailing list. You can opt out of our mailing list at any time.

Acceptance of Your Membership

Acceptance: Acceptance of your membership takes place when we send you a confirmation email, at which point a legally binding contract is formed between you and us on these Club Rules. Once your membership has been confirmed, we may contact you to request further details.

Rejection: If your membership is not accepted, we may contact you to let you know. If so, we will contact you using the details you provided when you submitted your application, or the updated details that you have shared with us since your original purchase. We have the right to reject any membership at our sole discretion.

No Response: If you do not receive a confirmation from us, or if you receive an error message or service interruption after submitting payment information, it is your responsibility to confirm whether or not your membership has been successfully purchased or renewed. Please also ensure that you check your junk mail.

Membership Commencement: For new membership purchases, membership shall start from the date you purchase your membership and you have been allocated your membership number. For membership renewals, memberships shall commence from the date of successful payment of the auto-renewal. Once the membership has commenced, these Club Rules will be binding on you and us.

Conditional Acceptance: We do not accept memberships that are conditional upon any special request being met by us.

Updated Details: While you have a membership, you must keep us updated with your details. Please inform us by email at bookings@themotorist.com if you change your email, postal address or other details submitted as part of the application form. If you would like to make any changes to your membership after you have purchased or renewed it, please contact us as soon as possible and we will let you know if it is possible to make the change. We are unable to guarantee that any changes can be met outside of these Club Rules, but we will try our best to meet your needs.

Your Failure: We are not liable to you for any losses you incur where the membership(s) purchase or renewal is delayed or cannot be provided because you fail to provide us with adequate

instructions, additional information requested or any other information to allow us to provide the membership.

Membership Renewals - your attention is specifically drawn to this section

Auto Renewal: **When purchasing a membership you will automatically be signed up to auto-renewals, unless you have opted-out.** We will keep you fully informed about your auto renewals. This means that we will tell you before your renewal about the terms of your membership, the membership fees and your ability to decline the auto-renewals. For memberships with limited numbers, successful auto-renewals helps increase the chance of you keeping your membership from one year to the next.

Renewals: All renewed memberships shall last for a minimum period of **one year** and shall again **auto-renew thereafter for one-year periods**, on an annual basis, on expiry of the preceding membership year.

Applicable Fees: The membership fee applicable to any renewal shall be the membership fee at the date of the renewal commencement. This may mean that the renewal fee is a different price to your previous membership year, as it possible that membership fees will increase. We suggest that you read our emails and take note of the current fees, to ensure you are fully aware of the cost.

Renewal Payment: By providing us with your payment details, you accept and consent to being charged with membership fees in the form requested upon your application form being approved or renewed.

Opt-Out: **You are able to opt out of the auto-renewal option by emailing us at bookings@themotorist.com a minimum of 14 days prior to your annual renewal date.** Your cancellation will only take effect when it is received in writing by us and will be effective from the date on which we receive it. If we are notified less than 14 days prior to the membership renewal date, we cannot guarantee the cancellation of your membership and your membership may run for another membership year.

Unavailable: If you fail to make payment for your auto renewal in accordance with these Club Rules and the payment terms, we may terminate your membership (as set out below) or decline your auto-renewal. In some cases, this may mean that you will need to purchase a new membership, should you wish to continue your membership with us. However, as some membership levels are limited in numbers, such termination may mean that your space is offered up to other individuals and allow them to purchase the membership level that you previously held. Should you need to purchase a new membership, your previous membership level may no longer be available.

Benefits: You are unable to receive the benefits of your membership until you have paid the membership fees applicable to the renewal, in full.

Membership Numbers

Membership ID/ Keyring: Once you have successfully purchased a membership, you will be provided with a membership number and in some cases, a keyring. You must keep your keyring safe and in good condition. On entry to The Motorist and all events, you must display your membership number and your keyring, alongside your personal identification (such as a drivers licence) in order to gain entry. Failure to provide the membership number and keyring may cause the member to be charged as a non-member. Only the named member may use the membership number. Keyrings and membership numbers are not transferable in any circumstances.

Unauthorised Use: Where any member allows their keyring or membership number to be used by a non-member, such non-member may be denied access to, or removed from, The Motorist or the relevant event (at our sole discretion) and the member whose keyring or membership number was used may face restriction(s), a written warning and/or termination of their own membership.

Lost / Stolen / Damaged: **Please contact us immediately if your membership number or keyring is lost, stolen or damaged.** Unless we agree otherwise with you, you will be charged for any replacement keyring(s).

On Termination: If a member does not renew a membership, or it is otherwise terminated, within 14 days of the end of the membership then that individual must (a) return the allocated keyring to The Motorist and (b) stop using the membership number and keyring. **If the individual does not return the keyring, the member will be charged.** If the individual uses the membership number and/or keyring after the end of the membership, we reserve the right to charge for access to The Motorist (or for any of the benefits that would have otherwise been provided under the membership) and/or ask the individual to leave the premises.

Cooling Off Period

Cooling Off: As per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCRs) you are entitled to cancel your membership and receive a full refund of any payments made within 14 days of the date that you purchase or renew your membership.

Cancelling: However, as per regulation 36 of the CCRs, if you make use of the membership benefits immediately, you agree that if you subsequently cancel your membership within the 14 day cooling off period, you will be refunded any monies paid, less an amount for the membership benefit you have already used commencing from the first day after joining. In some cases, this may mean that you owe us money, for instance, where you collect merchandise beyond the cost that you have paid for the membership.

Your Behaviour – your attention is specifically drawn to this section

Your Requirements: All members and their guests are expected to:

- **take responsibility** for themselves and their guests;
- ensure that all **pets and children (under the age of 12) are supervised**;
- conduct themselves (and ensure that their guests conduct themselves) in an **orderly and acceptable manner** at all times in representing The Motorist;
- maintain (and ensure that their guests maintain) a considerate level of driving and **not conduct or participate in any antisocial driving**;
- respect (and ensure that their guests respect) our nearby residents by **being quiet** when entering or leaving The Motorist premises, or while in the surrounding area;
- take suitable care (and ensure that their guests take suitable care) whilst at events and the premises and to **abide by driving laws and speed limits**;
- **show respect** (and ensure that their guests show respect) towards other members and their guests, possessions and cars, at all times;
- observe and comply with (and ensure that their guests observe and comply with) any **additional rules, policies and notices set out at The Motorist** (this includes, without limitation, smoking and drinking policies); and
- respect (and ensure that their guests respect) these Club Rules and any Government guidance at all times.

Food and Beverage: Only food and beverages purchased at the premises can be consumed on the premises.

Termination: If in our opinion or the opinion of any authority, your behaviour or driving (or that of any guest or member of your party) is:

- **causing or is likely to cause damage to reputation or goodwill of The Motorist;**
- **is inconsistent with your requirements set out above;**
- **is prejudicial to the interests and objectives of The Motorist;**

- **is considered dangerous, reckless, antisocial or inconsiderate;**

or, it is in the best interests of The Motorist, then in each case we reserve the right at our sole discretion to ask you to leave the premises, restrict or ban your access to the premises, issue a written warning and/or terminate your membership.

Liability on Termination: In the event of such termination our liability to you and/or your guests will immediately cease. We will have no further obligations to you and no refunds shall be permitted. You may also be required to pay for loss and/or damage caused by your or your guests' actions. You will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions (or those of your guest(s)) together with all costs we incur in pursuing any claims against you.

Competitor Events: Members and their guests are not permitted to promote rival events or clubs at The Motorist premises. We withhold the right to terminate your membership without refund if you do so.

Unauthorised Advertising: Any unauthorised advertising, promotion or soliciting at The Motorist premises forum or at our events will be removed without explanation and without notice.

Complimentary Membership

Complimentary Membership: In some cases, we may provide free, complimentary memberships to individuals at our sole discretion. When redeeming a complimentary membership, the individual must satisfy the membership criteria, must be a new member and must have not previously held a membership (other than a previous complimentary membership) with The Motorist, at any time. If found that a complimentary membership was purchased through a private sale, or if the user was a previous member, then membership will be considered void and terminated.

Duration: Complimentary memberships will run for one membership year only (i.e., 12 months from the date that it is provided) and will automatically expire thereafter.

Compliance: All members who have a complimentary membership must accept these Club Rules and abide by these Club Rules in full, as they are considered a member. Only the payment terms and auto-renewal terms will not apply to complimentary memberships, given that payment is not required.

Guests

Limits: Members are permitted to bring up to one guest with them to The Motorist, free of charge, at any one time. Although please be aware that during very busy times we may have to restrict member/guest access to certain areas of The Motorist. All guests are unable to enter The Motorist premises without the relevant member being present. Any guests beyond this may be charged and/or depending on the capacity, denied entry. This restriction does not apply to agreed bookings at the restaurant.

Club Rules: Each member and their guest(s) shall observe these Club Rules and any other codes of conduct we display at The Motorist or notify you of. Members are responsible for ensuring their guest(s) follow all rules and policies and will take responsibility for their guests' compliance. The member may face suspension or termination of their membership if their guests violate such rules or policies.

Membership Availability

Available Memberships: All memberships are subject to availability. We may only have a limited number of memberships available within each membership level. We cannot guarantee that any service or your requested number of memberships or membership levels will be available at any given time.

Upgrade: We review membership applications regularly at our discretion and admit new members when space is available (for example, if a member does not auto-renew a membership level with a limited number of memberships). If a membership becomes available, you may be contacted if you

have signed up to our mailing list, to see if you would like to upgrade your membership or purchase a new membership level. In most cases, this is on a first-come first served basis. If a member is upgraded, we will discuss any additional cost of the membership with the member directly, depending on the current membership level and the member's current membership year.

Sign-Up: You will need to be signed up to our mailing list to receive details about potential upgrades.

Beyond Our Control: In some circumstances beyond our reasonable control, we may need to stop providing memberships. If this happens and it affects your membership, we will notify you any let you know the options available.

Events and Tickets

Tickets: These Club Rules do not apply to ticket sales. Any ticket purchased for our events will be governed by the separate terms and conditions for tickets. Depending on exclusivity and availability of the event, tickets can be purchased by members and non-members. Where applicable, members should add their membership number to all ticket purchase at time of booking.

Guarantees: There is no guarantee that events will take place each year and failure to organise or provide any event (including any events which have been suggested or implied) shall not be a breach of contract on our part.

Third Party Events: Sometimes, we suggest members attend third party events, including those held at The Motorist. Please note that we are not responsible for the running of these events and shall not be liable for anything in relation to any third party event. We are not an agent for the third party organisers. These events will be subject to the third party's terms and conditions, and you should read and agree to those, before purchasing tickets from them directly.

Parking: Parking at The Motorist is always subject to availability. In some circumstances, we may not be able to allocate or offer parking to members, including due to events on or near the premises.

If You Terminate Your Membership

You Terminate: If you decide to terminate your confirmed membership, you must tell us via email at bookings@themotorist.com.

Non-Refundable: Subject to the cooling off period and unless otherwise agreed in writing by you and us, the membership fees shall be non-refundable, regardless of the reason for cancellation.

Non-Attendance: If you do not attend The Motorist or our events during the membership year, or fail to make use of the benefits offered through your membership, the full membership fee is payable and we will not be required to provide you with any refund.

If We Terminate Your Membership

Our Rights: We are able to terminate your membership if:

- you cease to satisfy the membership criteria;
- any sum due from you to us is not paid in full within 14 days of it falling due;
- you or your guest(s) act in violation of these Club Rules or act in any way that is deemed unacceptable, offensive or outside the spirit of The Motorist;
- we receive complaint(s) relating to you or your guest(s) during an event or whilst at The Motorist;
- we believe that your continued membership is not in the best interests of The Motorist or other members; and/or
- if applicable, your complimentary membership is deemed void.

Warnings: In some cases, before terminating a membership we may issue the relevant member with a written warning. In the event of two or more warnings being issued by us, we also reserve the right to terminate your membership.

Additional Termination Rights: We may also terminate a membership if a member passes away.

Our Termination: If we terminate your membership (other than for the "Additional Termination Rights" above) you will not be issued with a refund and will no longer be entitled to use any of the benefits or discounts or attend membership only events. In such circumstances, no refunds will be issued. If the membership is terminated for any other reason, you do not need to do anything. We will let you know the status of the membership and inform you of any pro-rata refund and options available, if any.

Expenses: We will not be liable for travel or any other expenses that you or anyone else incurs in connection with any cancelled, rescheduled, or moved membership event.

Membership Fees

Fees: Fees for our memberships are set out on our website. There may be various fees displayed, depending on the level of your membership. You must make sure that you choose the correct membership and pay the correct membership fee. All fees are in pounds sterling (£) (GBP) and include VAT at the applicable rate.

Third Parties: We use third party payment processors in order to take membership payments.

Fee Updates: Fees for our memberships may change at any time, including during the calendar year, and from one membership year to the next. Such changes will not affect existing memberships. It is within our discretion to amend our membership fees at any time, and we will notify you in advance if there are to be any changes to the amount, date or frequency of the payment of your membership fees. In the event of a membership renewal, we will notify you of the then current membership fees prior to your renewal taking effect.

Mistakes: Unfortunately, sometimes we make mistakes in our pricing or sometimes our system may glitch. If there has been an error on our website, marketing materials or social media regarding the pricing of any of the memberships and this affects your membership, we will try to contact you using the contact details you provided when you purchased your membership (or any updated details you have notified us about). We will give you the option to re-confirm your membership order at the correct membership fee or to cancel your membership. If we are unable to contact you, or you have not responded to us after we have attempted to make contact with you, we will treat the membership as cancelled and notify you by email.

Payment of Fees

Initial Fee: We require 100% of the total membership fee to be paid when you purchase or renew a membership. We will take this payment from you before we send you your confirmation email. If the payment is unsuccessful, we may try to contact you using the contact details you provided when you placed your purchase or renewal. If we are unable to contact you, we will terminate your membership and let you know.

Default: Failure to pay the membership fee within 14 days of the due date will result in the member not being accepted and the membership being terminated immediately.

Interest: If your payment is not received by us when due, we may charge interest on any balance outstanding at the rate of 4% per year above the Bank of England's base rate. If the base rate is less than 0 then it will be 4% per annum.

Termination: If this contract is terminated it will not affect our right to receive any money which you owe to us under these Club Rules.

Personal Data

Privacy Policy: By becoming a member, you agree that we can hold your personal details in connection with your membership. Any personal information that you provide to us will be dealt with in line with our [privacy policy](#), which explains what information we collect and hold about you, and how we collect, store, use and share such information. If your contact or payment details change, please let us know via email at bookings@themotorist.com.

CCTV and Photographs: There is CCTV in operation at the premises. Sometimes we may also take photos at our events, including for advertising purposes, social media posts and to promote sponsors or The Motorist. If you do not want your photo taken, please let us know before you attend the premises by emailing bookings@themotorist.com or let us know at the premises in person. Please refer to our [privacy policy](#) for further information regarding your personal data. If required by law (including police requests) we may provide out CCTV footage and/or photographs to third parties.

Force Majeure

Force Majeure Events: For the purposes of our contract, a "Force Majeure Event" shall mean any event or sequence of events beyond our control and which prevents us from, or delays us in, performing our obligations under the contract. This excludes your inability to pay or circumstances resulting in your inability to pay any amount under the contract.

Consequences: We do not have any liability for any failure or delay in performance of our contractual obligations (or any part of them) to the extent it results from or arises out of a Force Majeure Event. Where a disruption to a membership is caused by a Force Majeure Event, we will let you know and offer you the options available.

Our Liability – your attention is specifically drawn to this section

General: Nothing in these Club Rules excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

Our Liability: Our liability to each member under or in connection with these Club Rules (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed 2 times the total fee paid for the membership.

Exclusions: We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, any special, indirect or consequential loss, or any business loss or damage. We are not liable for any acts or omissions of third-party suppliers or other members.

Your Belongings: When attending our events, pursuant to our separate events terms, you do so at your own risk. Members and their guests shall take responsibility for the security and safety of their belongings and property. Each member and their guests agree that we will not be liable for any belongings or property or be liable for any claim or expense resulting to loss or damage to member's or guest's property.

Third Parties: We cannot be held responsible for the actions or behaviour of individuals or parties who have no connection with our membership or your contract with us.

Other Important Terms

Third Parties: No one other than us or the member has any right to enforce any of these Club Rules.

Transfer Rights: You are not allowed to transfer your rights under these Club Rules to anyone. We may transfer our rights under these Club Rules to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

Severance: If any provision of these Club Rules (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Club Rules will not be affected.

Waiver: If you breach these Club Rules and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Club Rules.

Variation: Any variation to these Club Rules will not be binding unless expressly agreed in writing between you and us.

Entire Agreement: We agree that these Club Rules constitute the entire agreement between you and us in relation to your membership purchase.

Reliance: You acknowledge that you have not entered into these Club Rules in reliance on any representation or warranty that is not expressly set out in these Club Rules and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these Club Rules.

Conflict: If there is any conflict between these Club Rules and any of the membership benefits or other details displayed online, these Club Rules shall take precedence.

Law and Jurisdiction: These Club Rules and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales and the courts of England will have exclusive jurisdiction to settle any dispute or claim.

Your Rights

Contact Us: If you are unhappy with us or the membership we have provided to you, please [contact us](#) directly.

Citizens Advice: For more detailed information on your rights, visit the Citizens Advice website at www.citizensadvice.org.uk or call 0808 223 1133. If there is a problem with a service, we have provided to you, please contact us as soon as reasonably possible.