

# TERMS & CONDITIONS



## Terms and Conditions for the Benivan Test Drive

The UK's largest dealer network

### Free Martin Dorey's Take the Slow Road, Scotland Book with Test Drive promotion

Effective 16<sup>th</sup> October – 30<sup>th</sup> November 2018



Auto-Sleepers Group Ltd t/a Marquis Leisure a registered company established in England and Wales (company number 3978237), whose registered office is Orchard Works, Willersey, Nr Broadway, Worcestershire, WR12 7QF wish to give individuals who fulfil the "Eligibility Criteria" the opportunity to claim a Martin Dorey Take the Slow Road, Scotland Book ("Martin Dorey Book"), subject to the terms and conditions below (the "Promotion").

The following terms and conditions set out the agreement between Marquis Leisure and the individual seeking to make use of the Promotion ("You" / "Your").

### Interpretation:

In these terms and conditions, references to the masculine include the feminine and the neuter and references to the singular include the plural and vice versa as the context admits or requires.

### Eligibility Criteria

1. To be eligible for the Promotion You must
  - 1.1 have taken a 1 hour "Test drive" in a Benivan Campervan with Marquis Leisure in accordance with the terms and conditions set out here:
  - 1.2 All persons driving and using the vehicle must be qualified to do so and be over the age of 21 years and under 75 years with a full, clean UK driving licence that covers the vehicle specified for at least 12 months and neither you nor any other authorised driver has been subject to a driving ban within the last 3 years and do not carry more than six penalty points on their drivers licence. The Auto-Sleepers Group remains the owner of the product throughout the test drive period and reserves the right to terminate the test drive at any time, subject to two days notice. Every effort must be made to take reasonable care of the vehicle, operating it in accordance with the operating instructions and protecting it from damage, loss and theft.
  - 1.3 You will be required to complete a feedback form after your test drive and sign to acknowledge receipt of the speaker. A sales person will complete and sign a claim form with you for redemption after your "Test drive"

### Claiming Your Martin Dorey Book

2. To claim a Martin Dorey Book you must meet the eligibility criteria set out at clause 1 above.
3. You will need to provide us with the following information in order to claim a Martin Dorey Book:
  - 3.1 Feedback on the Test Drive by completing a form; and
  - 3.2 Signing a form to acknowledge a member of the sales team has handed you the speaker.

## Martin Dorey Book

6. You may only claim 1 Martin Dorey Book regardless of the number of Benivan vehicles you Test Drive.
7. Your Martin Dorey Book will be dispatched once Marquis Leisure receives confirmation that the claim form has been submitted by You to the email address given.
- 8 The Martin Dorey Book is non-refundable and non-transferable.
9. The Martin Dorey Book may not be sold, offered for sale, used for competitions, coupled or bundled with any other product or services including hospitality, or used for any commercial or promotional purposes whatsoever.
10. Marquis Leisure reserves the right to withhold the Martin Dorey Book under these terms and conditions if they have been breached.
11. Marquis Leisure has the right (but not the obligation) to provide a suitable alternative promotion should the Martin Dorey Book become unavailable.

## General

12. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining clauses shall survive and remain in full force and effect.
13. Claiming the Martin Dorey Book shall constitute Your acceptance of these terms and conditions.
14. Marquis Leisure reserves the right to withdraw or amend this Promotion at any time without notice.
15. Marquis Leisure shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation, technical and computer faults, system failures, network errors, website unavailability, hacks on the system, personal computer issues, failures and malfunctions or any other circumstances amounting to force majeure or any other issue out of our reasonable control.
16. By participating in the Promotion, you agree to release, discharge and hold Marquis Leisure harmless from any and all injuries, liability, losses and damages of any kind resulting from your participation in the Promotion (save that nothing shall limit Marquis Leisure's liability for fraud, fraudulent misrepresentation, or for death or personal injury caused by the Marquis Leisure's negligence).
17. The Promotion shall be governed and construed and have effect in all respects in accordance with English law and the courts of England shall have exclusive jurisdiction over any proceedings arising out of or in connection with it.
18. These terms and conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.