## **Terms & Conditions**

#### **ABOUT US**

Redline Trackdays Limited are totally dedicated to bringing you total satisfaction. If you have any suggestions or comments please email us at redlinetrackdays@outlook.com

## **Our Contact Details**

Redline Trackdays Limited
The Methodist Church, Wentworth Road, Blacker Hill, Barnsley, England, S74 0RL
Mob: 07701 022714

Email: redlinetrackdays@outlook.com

#### **LEGAL INFORMATION**

Company Name: Redline Trackdays Limited Company Registration Number: 09623273

Registered Office: The Methodist Church, Wentworth Road, Blacker Hill, Barnsley, England, S74 0RL

Registered at Companies House, Cardiff, 4th June 2015

## **ACCEPTANCE OF TERMS**

Your access to and use of Redline Trackdays ("the Website") is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website.

# **DEFINITIONS**

- "Buyer" means the individual or organisation who buys or agrees to buy the Goods from the Seller:
- 2. "Consumer" shall have the meaning as described in section 12 of the Unfair Contract Terms.
- 3. "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 4. "Goods" means the articles that the Buyer agrees to buy from the Seller;
- "Seller" means Redline Trackdays Limited., The Methodist Church, Wentworth Road, Blacker Hill, Barnsley, England, S74 0RL "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

# **CONDITIONS**

- Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2. These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- Payment of Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 4. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

## **CHANGES TO WEBSITE**

Redline Trackdays reserves the right to:

- change or remove (temporarily or permanently) the Website or any part of it without notice and you confirm that Redline Trackdays shall not be liable to you for any such change or removal; and
- 2. change these Terms and Conditions at any time, and your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

#### **MAKING A PURCHASE**

Making a track day purchase could not be easier. Please either book via the simple process attached to the website, or call the booking line (during normal business hours) on 07804 484559.

Please ensure that you book riders in the correct group for their ability, as we cannot guarantee that we can move them to the right group on the day, and this may mean that they cannot ride. Redline Trackdays takes no responsibility for places booked in the wrong group.

We accept bank transfers, PayPal or credit/debit card payments. If you are shopping from Europe or anywhere else, place your order and your card company will convert the transaction to Euros or your own currency.

When confirmation of order is received, this is to indicate that we have received your order. It does not indicate that a contract exists between us. We will indicate acceptance of your order, and hence a contract between us, when full payment has been received and we send you final instructions for your chosen event. We have included this term to protect us in the case that a mistake has been made in pricing, we have inadvertently under-priced goods, or we are no longer able to supply a particular product for some reason. In the case of a change of price, we will always contact you first to ensure that the price is acceptable.

# **ORDERING**

- 1. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.
- 2. When making an order through the Website, the technical steps the Buyer needs to take to complete the order process are as follows. During the payment process the Buyer will be prompted for two addresses. The Buyer must enter the full address of the cardholder (this address is the one that appears on your credit card statements), and then optionally the delivery address if different. The cardholders address must match with the card issuers records or we regret that we cannot accept payment. This ensures that the credit card details may only be used by the Buyer.

# **REFUND AND CANCELLATION POLICY**

For European trackday bookings (Events held outside of the UK):

Under No Circumstances can the Buyer sell or change the riders Name, without the written permission from Redline Trackdays.

Cancellation 60 days or more notice: Subject to Loss of Deposit

Cancellations 59 days or less No refund

## **RIGHTS OF SELLER**

- 1. The Seller reserves the right to adjust the price and specification of any item on the Website at its discretion.
- 2. The Seller reserves the right to withdraw any goods from the Website at any time.
- 3. The Seller shall not be liable to anyone for withdrawing any Goods from the Website or for refusing to process an order.

## LIMITATION OF LIABILITY

- Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.
- Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Sellers agents or employees.

## **WAIVER**

No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

## **FORCE MAJEURE**

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, shortage or unavailability of Goods, and the Seller shall be entitled to a reasonable extension of its obligations.

## **SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

## **CHANGES TO TERMS AND CONDITIONS**

The Seller shall be entitled to alter these Terms and Conditions at any time, but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

#### **GOVERNING LAW AND JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

# **Delivery Schedule For Trackday Purchases**

Please print out your order confirmation and bring it with you to your trackday, this is proof of purchase. Also print out the registration forms for your track day. You will need to complete a Redline Trackdays registration form for each person for every trackday.

## **GENERAL CONDITIONS**

#### Groups

The Groups will be named and bookings taken for each of them. These are indicated by your riding ability only.

Riders may be moved to another group depending on maximum numbers on the day and your ability levels.

Redline Trackdays reserve the right to move riders in other groups based on safety and operational circumstances.

#### **Driving Licences**

Some circuits insist on a Valid DVLA or ACU licence. Any customer arriving at an event without a valid Driving License may be unable to sign on until 9am Mon – Sat.

We may then need to ring either DVLA OR ACU to validate your License, this will be subject to a charge off £5.00

We are unable to check licenses with the authorities on Sundays or Bank Holidays. If you do not have a valid licence you may be unable to participate in our event

## Credit Card Security

When the order is placed at our website, credit card numbers are encrypted using 128 bit encryption. They are only decrypted after they reach our computer. They are not held in clear text on any web site.

# Contacting Us

If you need to contact us, please email us using the link on the home page, alternatively, you can call on 07701 022714 or write to us: The Methodist Church, Wentworth Road, Blacker Hill, Barnsley, England, S74 0RL