



## **Total Karting Arrive & Drive kart Experience Terms & Conditions (September 2021)**

### **1. These terms**

1.1 What these terms cover. These are the terms and conditions on which we supply the Arrive & Drive kart Experience package(s) to you ("services").

1.2 Why you should read them. Please read these terms carefully together with any Additional Terms (as defined in 3.1 below) before you submit your order to us. These terms tell you who we are, how we will provide services 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 Smedley Motorsport Limited, a company registered in England and Wales. Our company registration number is 12267621 and our registered office is at Annex Workshop, New Inn Court, Beckley, Oxfordshire, OX3 9TY.

2.2 How to contact us. You can contact us by telephoning our customer service team by writing to us at [info@totalkartingmotorsport.com](mailto:info@totalkartingmotorsport.com) or by writing to us at our registered office.

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

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

3.1 In addition to these terms and conditions, you have been provided with a copy of the Sporting Regulations and may also be provided with additional terms relevant to the event "Additional Terms". We may amend these Additional Terms from time to time. You acknowledge that the Additional Terms apply to all events that we operate. You, the participant and any other member of your party must fully comply with the Additional Terms at all times. You acknowledge and accept that if you, the participant or any other member of your party breach the Additional Terms we will be entitled to cancel your contract at any time (even during the event) and you will forfeit any fees paid or payable.

3.2 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.3 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not take payment.



## **Total Karting Arrive & Drive kart Experience Terms & Conditions (September 2021)**

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

4.1 We may change the services or our policies (including the Sporting Regulations):

- (a) to reflect changes in relevant laws and regulatory requirements;
- (b) to implement minor technical adjustments and improvements; or
- (c) where there are insufficient numbers of participants for an individual event.

5. Providing the services (including package goods)

5.1 We are not responsible for delays or changes outside our control. If our supply of the services is delayed or changed by an event outside our control then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay or change. Provided we do this we will not be liable for delays or changes caused by the event, but if there is a risk of substantial delay of more than 6 months or a significant change you may contact us to end the contract and receive a refund for any services you have paid for but not received.

5.2 Other reasons why we may delay or reschedule the supply of services to you. We may have to delay or reschedule the supply of a services to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the services to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the services as requested by you or notified by us to you (see clause 4).

5.3 Variance in Goods. Goods may vary slightly from their pictures. Any images of goods are for illustrative purposes only.

5.4 Measurements. Making sure your measurements are accurate. If we are making the goods to measurements you have given us you are responsible for ensuring that these measurements are correct.

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

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

6.2 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 we will refund



## **Total Karting Arrive & Drive kart Experience Terms & Conditions (September 2021)**

you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the services or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the services may be significantly delayed or changed because of events outside our control as set out in 5.2 above;
- (d) we have delayed or postponed the supply of the services for technical reasons, or notify you we are going to do so, in each case for a period of more than 6 months; or
- (e) you have a legal right to end the contract because of something we have done wrong.

6.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). You have bought services and therefore you have 14 days after the day on which we accept your order in which to change your mind. If you cancel on the day of the event we will not be able to accept your cancellation.

6.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (a) any event that has started, even if the cancellation period is still running;
- (b) goods sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; or
- (c) goods which have been made to your measurements.

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

7.1 Tell us you want to end the contract. To end the contract with us, please let us know by emailing customer services at [info@totalkartingmotorsport.com](mailto:info@totalkartingmotorsport.com). Please provide details of the event, when you ordered it and your name and address. Alternatively you can complete the form included with these terms and email it to us.

7.2 How we will refund you. We will refund you the price you paid for the services by the method you used for payment. However, we may make deductions from the price, as described below.

7.3 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind we may deduct from any refund an amount for the supply



## **Total Karting Arrive & Drive kart Experience Terms & Conditions (September 2021)**

of any made to measure goods where such goods have been ordered from our suppliers and we are unable to cancel the order.

7.4 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

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

8.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 3 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods or services;
- (c) you, the driver or any member of your party fails to comply with the Additional Terms (as defined in 3.1 above).

8.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 8.1(a) or (b) we will refund any money you have paid in advance for services we have not provided but we may deduct or charge reasonable compensation for the net costs we will incur as a result of your breaking the contract. If we end the contract in the circumstances set out in (c) above, you will not be entitled to any refund or compensation whatsoever.

8.3 Summary of your legal rights. We are under a legal duty to supply services that are in conformity with this contract. Nothing in these terms will affect your statutory rights.

### **9. Price and payment**

9.1 Where to find the price for the services The price of the services (which includes VAT) will be the price as set out in our brochure. We take all reasonable care to ensure that the price of the services advised to you is correct.

9.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the services we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

9.3 When you must pay and how you must pay. We accept payment by Paypal or Stripe only. You must pay the full balance of the price at least 14 days prior to the event, unless you have ordered the



## **Total Karting Arrive & Drive kart Experience Terms & Conditions (September 2021)**

services in the 14 days leading up to the event in which case you must pay on the date on which you place your order. You will be unable to participate in the event if payment has not been made when due.

9.4 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

9.5 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

### **10. Your responsibility for loss or damage caused by you & our responsibility for loss or damage suffered by you.**

10.1 Disclaimer of Liability. You acknowledge that karting is a dangerous sport and accept the inherent risks involved in participating in the event. We will ask you/ the driver to sign a disclaimer of liability accepting this risk.

10.2 Your liability.

(a) If an incident occurs in which property is damaged and the Race Director deems you/ the participant to be responsible for such incident, then you will be legally responsible for all damages to property (including not only your/ the participants own kart but any other karts which are damaged) and for any refunds of fees which may be due to other participants as a result of the incident.

(b) You are responsible for ensuring that the kart is returned in the condition in which we provided it in, subject to fair wear and tear. Fair wear and tear means "ordinary wear due to reasonable use" as might be expected during a karting event. You will be responsible to us, to the extent allowed under applicable law, for any additional damage to the kart unless such damage is caused by us or another competitor by way of a collision for which that competitor is deemed responsible by the Race Director.

(c) Damage Policy. Where a kart (either yours or another competitors) incurs damages that the Race Director deems to be your responsibility we will charge you in line with the damage matrix



**Total Karting Arrive & Drive kart Experience Terms & Conditions (September 2021)**

outlined below and in the Sporting Regulations and you will be required to make payment to us immediately.

**Damage Matrix**

Tyre scuff damage to bodywork graphics:	£0
Physical damage to bodywork:	
Front bumper, incl mounts	£85
Rear bumper, incl mounts	£110
Side pods, incl mounts (per side pod)	£65
Nassau panel, including mounts	£25
Stub axle (per side)	£70
Track rod and track rod ends (per side)	£25
Steering column	£45
Wheel rim (individual)	£35
Tyre (individual)	£30
Rear axle	£75
Seat	£75
Chassis	£650

Labour to replace damaged parts is included in the pricing shown above.

(d) Where a kart is damaged beyond further use at an event due to accident damage as a result of driving standards, TKZ have no liability to provide a replacement kart or a refund to the responsible driver. If a spare kart is not available either for another competitor involved in the accident who was judged to be not wholly or predominantly to blame for the accident, or for the other driver in a shared kart, the competitor responsible for the accident will be liable for the costs associated with any refunds which may result.

10.3 Insurance. We strongly recommend that you take out personal injury insurance to cover you and your party if a member of your party is injured during an event.

10.4 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, for example, if you discussed it with us during the sales process. If your kart suffers a failure or breakdown we will not be responsible where you cannot participate in any part of the event as a result. We will attempt to repair your kart or provide you with a replacement kart (if available) and to get you back on the track as soon as reasonably possible but we can not guarantee that this will be possible. If we are unable to repair or replace the kart and the participant is unable to participate in a significant part of the day we may offer reasonable compensation in our discretion.



## **Total Karting Arrive & Drive kart Experience Terms & Conditions (September 2021)**

10.5 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; for breach of your legal rights in relation to the services.

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

11.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy. You may request a copy of our privacy policy from customer services.

### **12. Other important terms**

12.1 We may transfer our rights and obligations under these terms to another organisation.

12.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing which is entirely at our discretion.

12.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms

12.4 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.

12.5 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 your 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. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

12.6 These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.