

## **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](mailto: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](mailto:redlinetrackdays@outlook.com)

### **LEGAL INFORMATION**

Company Name: Redline Trackdays Limited  
Company Registration Number: 09623273  
VAT Number:323 6634 12  
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**

1. "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;
5. "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**

1. 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;
3. 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:

1. 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. 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 indicates that we have received your order and hence a contract exists between us. We reserve the right to amend/adjust pricing with prior notice if a mistake has been made in pricing or packages advertised or if we are no longer able to supply a particular product for some reason. In the case of a change of price/package, 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.
3. Some bookings may incur a handling fee to cover third party charges. These will be clearly visible before checkout on any chosen option to allow you to make an informed decision whether you wish to proceed with the order. In the event of a cancellation, dispute or refund Redline Trackdays will not be obliged to refund any applicable handling fees. They are separate to any deposit or balance payment paid.

## **REFUND AND CANCELLATION POLICY**

**For European track day bookings** (Events held outside of the UK):

**Under No Circumstances can the Buyer sell, transfer or change the rider(s) Name, without the written permission from Redline Trackdays, charges may apply.**

### **Cancellation by the Buyer:**

Cancellation 90 days or more before the event: Subject to loss of deposit paid.

Cancellation 89 days or less before the event: No refund.

### **Cancellation by the Seller:**

By choice of the Seller – Refund of amount paid.

By circumstances beyond the control of the Seller (includes change of the event date/time) – Transfer to a future event, refund of the balance amount paid, a credit note to use for future events, goods or services. A combination of these three options can be offered at the discretion of the Seller depending on the circumstances.

## **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**

1. 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.
2. 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 costs, losses, delays or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control and contemplation, including but not limited to: acts of God, war, riot or civil unrest, malicious damage, flood, storm, tempest, strikes (not involving the Sellers personnel), lock outs, accidents, medical emergencies, disease (whether or not classified as an epidemic or pandemic by the relevant government authorities at the relevant time) fire, compliance with any law or government or regulatory order, shortage or unavailability of Goods, and/or any action or inaction by any third party supplier (including any circuit provider or organizer) on whom the Seller relies for the performance of its own obligations. 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 TRACK DAY PURCHASES**

Please print out your order confirmation and bring it with you to your track day, 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 track day.

## **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 Licenses**

Some circuits insist on a Valid DVLA or ACU license, please check with us beforehand. Any customer arriving at an event without a valid Driving License may be unable to sign on. And may be unable to participate in our event.

## **PRIVACY POLICY**

RedlineTrackdays Ltd do not disclose buyers' information to third parties other than when order details are processed as part of the order fulfilment. In this case, the third party will not disclose any of the details to any other third party.

Any personal details that buyer provides are kept private and secure. To receive updates and newsletter the buyer will be required to opt in to this facility and the buyer reserves the right to opt out, by either telephoning the office or sending an email requesting to be removed from the mailing lists.

## **LINKS TO THIRD PARTY WEBSITES**

The Website may include links or recommendations to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

### **Credit Card Security**

By design, customer's credit card number and security code are never stored on our website.

### **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.