

GENERAL TERMS AND CONDITIONS

Company Details

Real Motorsport Limited, Mallory Park Circuit, Church Road, Kirkby Mallory, Leicestershire, LE9 7QE

Tel: 01455 360260

Email: emra@mallorypark.co.uk

Vat Number: 176 0052 27

ACCEPTANCE OF TERMS

Your access to and use of eastmidlandracing.co.uk ("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;

"Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;

"Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;

"Goods" means the articles that the Buyer agrees to buy from the Seller;

"Seller" means Real Motorsport Limited, Mallory Park Circuit, Church Road, Kirkby Mallory, Leicestershire, LE9 7QE;

"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.

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.

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

Real Motorsport Limited reserves the right to change or remove (temporarily or permanently) the EMRA Website or any part of it without notice and you confirm that Real Motorsport Limited shall not be liable to you for any such change or removal; and 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

To make a test day or a race day event purchase, you must first be a member of our club. Once your membership has been processed, log in to the online portal. Please navigate to the round you wish to enter and select the correct class you would like to ride in. It is important that all riders choose the correct class and round they wish to enter.

You can choose to pay in full or with a deposit of £80 to secure your space in the event, with the balance being payable at time of sign on if applicable. This can be paid in cash or card.

You will receive an email confirmation once we are in receipt of your event booking, creating a contract between us. We reserve the right to amend or adjust pricing without 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.

Admission tickets, final instructions and a provisional timetable will be emailed to you no later than five working days before the event.

ORDERING

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.

GUARANTEE

The Seller warrants that the Goods will at the time of dispatch correspond to the description given by the Seller. Except where the Buyer is dealing as a Consumer, all other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

CONTACTING US

If you need to contact us, please email us using the link on the website, or alternatively, you can call on 01455 360260 or write to us at Real Motorsport Limited, Mallow Park Circuit, Church Road, Kirkby Mallow, Leicestershire, LE9 7QE.

PRIVACY POLICY

Real Motorsport Limited 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 a buyer provides are kept private and secure. To receive updates and newsletters 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.

COPYRIGHT

All copyright, trade marks and all other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to Real Motorsport Limited or otherwise used by Real Motorsport Limited as permitted by law.

In accessing the Website you agree that you will access the content solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

CANCELLATION POLICY

The following charges are applicable if you need to cancel your event entry:

Cancellation of 29 days or more from the date of the event

Full refund, or credit to a future event.

Cancellation between 8 and 28 days from the date of the event

Partial refund with a deduction of £50 administration fee, or full credit to a future event.

Cancellation less than 7 days from the date of the event

No Refund or credit (unless the space is resold, a credit will be offered less an administration fee of £50.)

RIGHTS OF SELLER

The Seller reserves the right to adjust the price and specification of any item on the Website at its discretion.

The Seller reserves the right to withdraw any goods from the Website at any time.

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

A "Force Majeure Event" means an event which is beyond the reasonable control and contemplation of the Seller including but not limited to events commonly attributed to act(s) of God, war, riot or civil unrest, malicious damage, compliance with any law or governmental or regulatory order, rule, regulation, or direction, accident, breakdown of plant or machinery, fire, flood, storm, tempest, disease (whether or not classified as an epidemic or pandemic by the relevant governmental authorities at the relevant time), industrial dispute (not involving the personnel of the Seller), and/or any action or inaction of or by any third party supplier (including any circuit provider or organiser) on whom the Seller relies for the performance of its own obligations.

The Seller shall not be in breach of these Terms and Conditions and/or any contract between the Seller and the Buyer which is subject to these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations thereunder if such delay or failure results from a Force Majeure Event (as defined in these Terms and Conditions).

In the event of a Force Majeure Event occurring, the Seller will notify the Buyer of its occurrence and the likely impact of such a Force Majeure Event (if known or can be foreseen at that time).

Unless notified otherwise by the Seller, if the Force Majeure Event impacts a track event booked by the Buyer, the Buyer must attend the event and complete the sign on procedure in order to be entitled to any credit offered by the Seller in respect of the event where the event is cancelled or the track is closed prematurely on the day due to the Force Majeure Event.

In all other circumstances, unless otherwise notified in writing by the Seller, the issue of any credit (full or partial) due to any Force Majeure Event is at the entire discretion of the Seller.

In all circumstances, the Seller is not liable for any additional costs, expenses, and/or losses of any kind and however caused which arise out of or in connection with a Force Majeure Event (including but not limited to travel costs, accommodation costs, subsistence costs, and/or loss of earnings).

The Seller is not liable for any costs, expenses, and/or losses of any kind and however caused which arise out of or in connection with a Force Majeure Event which are covered by any insurance policy which the Buyer has or is required to have as a pre-requisite to attending or participating in an event provided by the Seller.

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.

REMITTANCE TERMS PRICE AND PAYMENT

The Price of the Goods shall be that stipulated on the Sellers Website. All events are inclusive of VAT at the current standard rate.

The total purchase price will be displayed in the Buyers shopping cart prior to confirming the order.

After the order is received the Seller shall confirm by email the details, description and price for the Goods together with information on the right to cancel if the Buyer is a Consumer.

SUITABLE EQUIPMENT AND INSURANCE

It is the responsibility of the customer to ensure they have suitable equipment in accordance with the Auto Cycle Union (ACU) and East Midland Racing Association regulations in the relevant year.

LICENCES

All riders must have a valid ACU or applicable overseas Licence for all events.

DRUGS & ALCOHOL

The use of drugs and alcohol at Real Motorsport Limited events are forbidden. Infringement of this rule will result in riders being refused track time and no refund or credit will be given as in accordance with the ACU guidelines of Zero Tolerance.

SIGN IN

All riders complete sign on procedures in the Race Administration building in accordance with Real Motorsport Limited regulations.