

CONCEPT RACING LIMITED – OUR TERMS AND CONDITIONS

1. THESE TERMS

1.1 **About these terms.** These are the terms and conditions on which we supply our **products** to you.

1.2 **About our products.** Our '**products**' include a range of high-quality components designed specifically for the motorsport industry. Our **products** are strictly designed and manufactured for motorsport use only and are not suitable for road going vehicles. Upon delivery, all our products are marked with a sticker stating that they are designed and manufactured for motorsport use only.

1.3 **Why you should read these terms.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide **products** 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.

1.4 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a '**business customer**' or '**consumer**'. You are a **consumer** if:

- (a) you are an individual;
- (b) you are buying **products** from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.5 **If you are a business customer this is our entire agreement with you.** If you are a **business customer** these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are **Concept Racing Limited**, a company registered in England and Wales. Our company registration number is **06821729** and our registered office address is located at **Unit 5c Alton Road Business Park, Alton Road, Ross-On-Wye, Herefordshire, HR9 5BP**. Our registered VAT number is **978964433**.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at **01989 763 777** or by writing to us by email at info@conceptracing.co.uk or by post at our '**trading**

premises' located at **Unit 5c Alton Road Business Park, Alton Road, Ross-On-Wye, Herefordshire, HR9 5BP.**

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. If you have a preference as to how you are contacted, please let us know.

2.4 **Writing includes emails.** When we use the words '**writing**' or '**written**' in these terms, this includes emails.

3. **OUR CONTRACT WITH YOU**

3.1 **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 incorporating these terms.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the **product**. This might be because the **product** is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the **product** or because we are unable to meet a delivery deadline you have specified.

3.3 **We accept worldwide orders.** We are based in the United Kingdom, but our website is for the promotion of our **products** worldwide.

4. **OUR PRODUCTS**

4.1 **About our products.** Typically, our **products** fall into one of two categories:

- (a) our standard 'off the shelf' products ('**standard products**'); and
- (b) our bespoke products made to order to **specifications** you may provide to us ('**bespoke products**').

In some areas these terms will create different rights and obligations depending on whether you are purchasing **standard products** or **bespoke products**.

4.2 **Products may vary slightly from their pictures.** The images of the **products** on our website are for illustrative purposes only. Although we have made every effort to display the **products** accurately, we cannot guarantee that a device's display accurately reflects the **products**. Your **product** may vary slightly from those images.

4.3 **Product packaging may vary.** The packaging of the **product** may vary from that shown in images on our website.

4.4 ***Making sure your specifications are accurate.*** If we are making a **bespoke product** to your ‘**specifications**’ (for example, measurements, plans, drawings, templates or pattern parts that you have provided to us) you are responsible for ensuring that the **specifications** provided are accurate and correct.

5. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the product you have ordered. Please contact us as soon as possible if you wish to make a change to the **product** you have ordered. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the **product**, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. **OUR RIGHTS TO MAKE CHANGES**

6.1 ***Minor changes to the products.*** From time to time we may change the **product**:

- (a) to reflect changes in relevant laws and/or regulatory requirements as such changes become applicable; and
- (b) to implement minor technical adjustments and improvements (these changes will not affect your use of the **product**).

7. **PROVIDING THE PRODUCTS**

7.1 ***Delivery methods.*** The method of delivery and the costs of delivery will vary depending on whether you are based in the United Kingdom or elsewhere in the world.

7.2 ***Delivery if you are based in the UK.*** If you are based in the UK, delivery will be effected either by post, third party courier service or you can collect the **product** in person from our **trading premises**. The costs of delivery for **standard products** will be as displayed to you on our website. The estimated costs of delivery for **bespoke products** will be notified to you when you place your order and confirmed to you when we dispatch the **bespoke products** for delivery.

7.3 ***Delivery if you are based elsewhere in the world.*** If you are based elsewhere in the world, delivery will be effected either by post or third party courier service. The estimated costs of delivery will be notified to you when you place your order (based on your location in the world) and confirmed to you when we dispatch the **products** for delivery. You will be solely responsible for the payment of all taxes, tariffs, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the purchase, export and import of the **products**. You will also be solely responsible for the payment of all charges and other fees of any kind imposed by your bank or other money transfer service which arise in respect of your purchase of the **products**.

7.4 ***When we will provide the products.*** During the order process we will let you know when we will provide the **products** to you.

- 7.5 ***If the products are standard products.*** If the **products** are **standard products** we will deliver them to you as soon as reasonably possible and in any event within 10 to 14 business days after the day on which we accept your order.
- 7.6 ***If the products are bespoke products.*** If the **products** are **bespoke products** made to your **specifications**, we will deliver them to you as soon as reasonably possible.
- 7.7 ***We are not responsible for delays outside our control.*** If our supply of the **products** is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any **products** you have paid for but not received.
- 7.8 ***Collection by you.*** If you would like to collect the **products** from our **trading premises**, please contact us beforehand to arrange a suitable day and time.
- 7.9 ***If you are not at home when the product is delivered.*** If no one is available at your address to take delivery, the postal service or the third party courier (as applicable) should leave you a note informing you of how to rearrange delivery or collect the **products** from a delivery depot.
- 7.10 ***If you do not re-arrange delivery.*** If you do not collect the **products** from applicable delivery depot or if, after a failed delivery to you, you do not re-arrange delivery or collect them from the applicable delivery depot, the **products** may be returned to us. We will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 7.11 ***When you become responsible for the products.*** A **product** will be your responsibility from the time it is delivered to the address you gave us or you collect it from our **trading premises** or a carrier organised by you collects it from us.
- 7.12 ***When you own the products.*** You own a **product** once we have received payment in full.
- 7.13 ***What will happen if you do not give required information to us.*** We may need certain information from you so that we can supply the **products** to you. For example, we may require you to provide us with your **specifications** for your **bespoke product** prior to us manufacturing the **bespoke product**. If so, this will have been explained to you when you placed your order or we will contact you either in writing or by telephone to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the **products** late or not

supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.14 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a **product** to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the **product** to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the **product** as requested by you or notified by us to you (see clause 6).

7.15 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the **product**, unless the problem is urgent or an emergency. You may contact us to end the contract for a **product** if we suspend it, or tell you we are going to suspend it, and we will refund any sums you have paid in advance for any **product** that you have not already received.

7.16 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the **products** when you are supposed to (see clause 14.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the **products** until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the **products**. We will not suspend the **products** where you dispute the unpaid invoice (see clause 14.8). We will not charge you for the **products** during the period for which they are suspended. As well as suspending the **products** we can also charge you interest on your overdue payments (see clause 14.7).

8. YOUR RIGHTS TO END THE CONTRACT

8.1 **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, when you decide to end the contract and whether you are a **consumer** or **business customer**:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the **product** repaired or replaced or to get some or all of your money back):
 - (i) if you are a **consumer**, please see clause 12; and
 - (ii) if you are a **business**, please see clause 13;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do**, please see clause 8.2;
- (c) **If you are a consumer and have just changed your mind about a product**, please see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any **products**;
- (d) **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind)**, please see clause 8.8.

- 8.2 ***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 clause (a) to (e) below the contract will end immediately and we will refund you in full for any **products** 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 **product** or these terms which you do not agree to;
 - (b) we have told you about an error in the price or description of the **product** you have ordered and you do not wish to proceed;
 - (c) there is a risk that supply of the **products** may be significantly delayed because of events outside our control;
 - (d) we have suspended supply of the **products** for technical reasons, or notify you we are going to suspend them for technical reasons; or
 - (e) you have a legal right to end the contract because of something we have done wrong.
- 8.3 ***Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).*** If you are a **consumer** then for most **products** bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.4 ***When consumers do not have a right to change their minds.*** Your right as a **consumer** to change your mind may not apply in respect of any **bespoke products** that are made to your **specifications** that we would not be able to reasonably resell to another customer.
- 8.5 ***How long do consumers have to change their minds?*** If you are a **consumer** how long you have to change your mind depends on what you have ordered and how it is delivered.
- 8.6 ***Products purchased by you.*** You have 14 days after the day you (or someone you nominate) receives the **products**.
- 8.7 ***Your products are split into several deliveries over different days.*** Where this occurs, you have until 14 days after the day you (or someone you nominate) receives the last delivery.
- 8.8 ***Ending the contract where we are not at fault and there is no right to change your mind.*** Even if we are not at fault and you have no right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for **products** is completed when the **product** is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you have no right to change your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for **products** not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)**

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call our customer services team on **01989 763 777** or email us at **info@conceptracing.co.uk**. Please provide your name, address, details of the order and, where available, your phone number and email address.
- (b) **Online.** Complete the form [**INSERT LINK TO ONLINE FORM**] on our website.

9.2 **Returning products after ending the contract.** If you end the contract for any reason after **products** have been dispatched to you or you have received them, you must return them to us. You must either return the **products** in person or send them back to us by post or courier to **Unit 5c Alton Road Business Park, Alton Road, Ross-On-Wye, Herefordshire, HR9 5BP**. If you are a **consumer** exercising your right to change your mind you must send the **products** within 14 days of telling us you wish to end the contract.

9.3 **When we will pay the costs of return.** We will pay the costs of return:

- (a) if the **products** are faulty or misdescribed; or
- (b) if you are ending the contract because we have told you of an upcoming change to the **product** or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are a **consumer** exercising your right to change your mind) you must pay the costs of return.

9.4 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the **products** including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.5 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the **products** if this has been caused by your handling of them; and
- (b) the maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer (for example, if we offer a standard delivery at a low cost, but you choose to have the **product** delivered by an express delivery at a higher cost, then we will only refund what you would have paid for the cheaper standard delivery option).

9.6 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a **consumer** exercising your right to change your mind then your refund will be made

within 14 days from the day on which we receive the **product** back from you or, if earlier, the day on which you provide us with evidence that you have sent the **product** back to us.

10. OUR RIGHTS TO END THE CONTRACT

10.1 ***We may end the contract if you break it.*** We may end the contract for a **product** 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 7 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 manufacture and/or supply the **products** to you, for example any **specifications** that we may require in order to manufacture **bespoke products** for you; or
- (c) you do not, within a reasonable time, allow us to deliver the **products** to you or collect them from us.

10.2 ***You must compensate us if you break the contract.*** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for **products** we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

11.1 ***How to tell us about problems.*** If you have any questions or complaints about the **product**, please contact us. You can telephone our customer service team at **01989 763 777** or write to us at info@conceptracing.co.uk or **Alton Road Business Park, Alton Road, Ross-On-Wye, Herefordshire HR9 5BP.**

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

12.1 If you are a **consumer** we are under a legal duty to supply **products** that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the **products**. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says that goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.

b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 8.3.

12.2 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject **products** you must either return them in person, post or courier them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call our customer services team on **01989 763 777** or email us at info@conceptracing.co.uk for a return label or to arrange collection.

13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

13.1 If you are a **business customer** we warrant that on delivery, and for a period of 12 months from the date of delivery ('**warranty period**'), any **products** shall:

- (a) conform with their description and any **specifications** that may be provided to us (as applicable);
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by us.

13.2 Subject to clause 13.3, if:

- (a) you give us notice in writing during the **warranty period** within a reasonable time of discovery that a **product** does not comply with the warranty set out in clause 13.1;
- (b) we are given a reasonable opportunity of examining such **product**; and
- (c) you return such **product** to us at our cost,

we shall, at our option, repair or replace the defective **product**, or refund the price of the defective **product** in full.

13.3 We will not be liable for a **product's** failure to comply with the warranty in clause 13.1 if:

- (a) you make any further use of such **product** after giving a notice in accordance with clause 13.2(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation of the **product** (including but not limited to defects that arise as a consequence of the adoption of an incorrect mounting process for the **product** and/or allowing the **product** to be exposed to unsupported pipework) the commissioning, use or maintenance of the **product**;
- (c) the defect arises as a result of us following any **specifications** supplied to us by you;
- (d) you alter or repair the **product** without our written consent; or

- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 13.4 Except as provided in this clause 13, we shall have no liability to you in respect of a **product's** failure to comply with the warranty set out in clause 13.1.
- 13.5 These terms shall apply to any repaired or replacement **products** supplied by us under clause 13.2.
14. **PRICE AND PAYMENT**
- 14.1 **Where to find the price for products.** The price of the **standard products** on our website do not include VAT, which will be added when you complete checkout. We take all reasonable care to ensure that the price of the **product** advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of the **product** you order.
- 14.2 **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 **product**, we will adjust the rate of VAT that you pay, unless you have already paid for the **product** in full before the change in the rate of VAT takes effect.
- 14.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the **products** we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the **product's** correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the **product's** correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any **products** provided to you.
- 14.4 **How you must pay.** When you place an order, we will send you an invoice by email for the total amount including VAT. For **standard products** we accept payment by PayPal on our website. For **bespoke products** we accept payment by BACS or cheque.
- 14.5 **When you must pay.** When you must pay our invoice depends on the **products** you are buying and whether you are a **consumer** or a **business customer**. The payment terms applicable to you will be confirmed to you when you place your order.
- 14.6 **Our right of set-off if you are a business customer.** If you are a **business customer** you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 14.7 **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 4% a year above the base

lending rate of The Co-operative Bank plc from time to time, but at 4% a year for any period when that base rate is below 0%. 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.

14.8 ***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.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

15.1 ***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. 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.

15.2 ***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 **products** as summarised at clause 12.1; and for defective **products** under the Consumer Protection Act 1987.

15.3 ***We are not liable for business losses.*** If you are a **consumer** we only supply the **products** for to you for domestic and private use. If you use the **products** for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

16.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) defective **products** under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

16.2 Except to the extent expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

- 16.3 Subject to clause 16.1:
- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
 - (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for **products** under such contract.

17. BRINGING YOUR VEHICLE, PARTS OR COMPONENTS TO OUR PREMISES

17.1 **Insurance limit for vehicles, parts or components at our trading premises.** If, for whatever reason, the **products** that you purchase from us under the contract requires your vehicle, parts or components to be at our **trading premises** please note that our insurance policy has a cover limit of £100,000 (one hundred thousand pounds) per claim.

17.2 **Obligation to inform us of the value of your vehicle, parts or components.** Prior to bringing your vehicle, parts or components to our **trading premises** you shall inform us if the value of your vehicle, parts or components exceeds £100,000 (one hundred thousand pounds).

17.3 **Vehicles, parts or components in excess of £100,000 at our trading premises.** If the value of your vehicle, parts or components exceeds £100,000 (one hundred thousand pounds) then, unless you confirm to us in writing that you have adequate insurance cover in place, we cannot agree for your vehicle, parts or components to enter our **trading premises** without additional insurance cover being put in place. The costs of any such additional insurance cover shall be at your sole expense.

17.4 This clause applies to you regardless of whether you are a **consumer** or a **business customer**.

18. HOW WE MAY USE YOUR PERSONAL INFORMATION

18.1 **How we will use your personal information.** We will only use your personal information as set out in our privacy policy, a copy of which can be found on our website located at <https://www.conceptracing.co.uk/privacy-policy>.

19. OTHER IMPORTANT TERMS

19.1 **We may transfer this contract to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you in writing to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for **products** not provided.

- 19.2 ***You need our consent to transfer your rights to someone else.*** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if we do not believe the other person to be capable of performing the contract.
- 19.3 ***Nobody else has any rights under this contract.*** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 19.4 ***If a court finds part of this contract invalid, illegal or unenforceable, the rest will continue in force.*** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of these terms are invalid, unlawful, or unenforceable the remaining paragraphs will remain in full force and effect.
- 19.5 ***Even if we delay in enforcing this contract, we can still enforce it later.*** 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 **products**, we can still require you to make the payment at a later date.
- 19.6 ***Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.*** These terms are governed by English law and you can bring legal proceedings in respect of the **products** in the English courts. If you live in Scotland you can bring legal proceedings in respect of the **products** in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the **products** in either the Northern Irish or the English courts.
- 19.7 ***Which laws apply to this contract and where you may bring legal proceedings if you are a business.*** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

MODEL CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Complete and return this form only if you wish to withdraw from the contract)

To

Concept Racing Limited
Unit 5C Alton Road Business Park,
Alton Road,
Ross-On-Wye.
Herefordshire
HR9 5BP
Telephone Number: 01989 763 777
Email Address: info@conceptracing.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following products
[*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date