

TRACK SENSE PAYMENT TERMS & CONDITIONS

(Club TS members only)

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The special Payment Terms & Conditions set out below apply for Club TS Members only. This document comprises a legally binding agreement and sets out the Payment Terms & Conditions by and subject to which Track Sense (Track Sense its servants or agents or other representatives hereinafter and collectively referred to as "TS") agrees to provide track/test day events along with related goods/services to the customer/motorcycle rider ("Rider"). In this Agreement, for the purposes of convenience the masculine gender is used to refer also to the feminine, all Terms & Conditions are severable, the validity of a condition does not affect the validity of any other condition, and where a part of one condition is invalid then that part is severable from the rest of that condition.

Membership deposit payment:

A non-refundable and non-transferable deposit of £400 is required at the time of booking. If you subsequently cancel your membership you will forfeit the deposit.

Further member payments for events, transport & hotel:

TS will set up a membership account for all Club TS members, which we will update as and when members book new events, etc. Further non-refundable payments are then required, event by event.

For winter season (Oct to April) events, final payment is required 14 days before each event start date.

For summer season (May to Sept) events, final payment is required approx. 4 weeks before the event (the exact final payment date is specified in advance for all events).

TS will provide payment reminders by email. Final payment amounts will vary depending on which options are booked. Failure to make any payment by the due date will result in the cancellation of your reservation.

End of winter season payments:

Bronze and Bronze+ members will normally pay in full for all events, goods & services event by event so in most cases there will be no end of season payment required for Bronze and Bronze+ members.

Silver and Gold members will be required to pay any amounts that remain outstanding on their account before their bike & kit is returned to them in the UK at the end of the winter season. If any outstanding amounts are not paid in full, TS will retain possession of the member's bike/items until all outstanding amounts have been settled. TS may additionally charge £10 per day storage for every day over 14 days where TS retains possession of the member's bike/items pending settlement of any outstanding amounts.

Rider cancellation:

For winter season events, a £25 per rider per event administration/cancellation fee will apply for each event that is cancelled more than 14 days before the event start date. Cancellations less than 14 days before the event start date will forfeit all monies paid or due to be paid for the event (if this amount has not been paid at the time of cancellation, it will remain on your account and must be settled in full before the end of the winter season).

For summer season events, cancellation prior to the final payment due date will forfeit the deposit payment amount (no refund/credit is available). Cancellations after the final payment due date will forfeit all monies paid or due to be paid for the event.

At our discretion, TS may refund/credit the Rider on a pro-rata basis for any costs that can be reclaimed from our suppliers (hotel costs for example) but this is not guaranteed so all members should assume that

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any cancellation after the final payment due date will forfeit all amounts paid or due to be paid for the cancelled event.

Rider change:

In the event of a Rider cancellation, a member may provide a replacement Rider. In this case, a replacement Rider administration fee of £25 will apply, the costs for all of the previously booked options must be paid in full (either by the Club TS member, or by the replacement Rider), and where the replacement Rider is not a Club TS member, the non-member event price will apply. Any unpaid/outstanding amounts will remain on the member's account and must be settled in full before the member's bike can be released for return.

Rider cancellations at any time (including pandemic-related cancellations):

If any Rider decides to cancel for any reason (including but not limited to injury, sickness, personal circumstances and pandemic-related travel difficulties) the Terms set out in this document will apply. TS cannot be held responsible for any Rider's personal circumstances, travel restrictions imposed by others, or for any costs associated with situations/restrictions/difficulties that are not of our making and are therefore beyond our control.

Please understand this risk before booking, and note that if it is possible to run an event, TS will do it – and throughout the Covid19 pandemic, TS cancelled only 1 event (all other events went ahead as planned) – so be aware that even if travel restrictions/difficulties occur, TS is unlikely to cancel the event.

TS event cancellation (including pandemic-related cancellations):

In the highly unlikely event that circumstances beyond our control force TS to cancel the event or end the event early TS will, on a pro-rata basis, refund/credit all Riders for all monies paid directly to TS for any part of the goods/services that TS is unable to provide.

Goods/services partly provided in good faith (including but not limited to bike collections/transport) will be charged on a pro-rata basis.

Note that any track time/sessions lost or ended early due to stoppages on the day (including but not limited to sessions that are stopped or missed due to accidents, injury, mechanical failure, bad weather, or similar) cannot be refunded, and refunds can only be offered for goods/services where TS is able to obtain a full/partial refund from its provider/supplier.

Rider costs associated with any and all cancellations:

Subject to the Terms set out above, TS accepts liability/responsibility only for those costs that the Rider pays directly to TS. TS cannot and does not accept liability/responsibility for any other associated costs that the Rider may incur for goods/services provided by other suppliers – this includes but is not limited to all travel costs (flights, insurance, car rental, parking, public transport, accommodation, etc.), loss of earnings, and any other loss/cost that the Rider may incur.

Administration: Track Sense administers all membership and event bookings. For storage in Spain, transport within Spain/Portugal, and some (but not all) event and tyre sales, Track Sense acts as an agent for ITR-Germany GmbH.