

## PAYMENT TERMS & CONDITIONS

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 and 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.

**Payment method:** Payment is by bank transfer. Credit/debit card payments are not accepted.

**Deposit payment:** A non-refundable deposit is required to confirm your booking.

**Final payment:** A non-refundable final payment is required by the due date specified for each event. TS will provide a final payment reminder by email shortly before the due date. The final payment amount varies depending on which options are booked. Failure to make the final payment by the due date will result in the automatic cancellation of your reservation and the loss of your deposit.

**Rider cancellation (before final payment due date):** In all cases, cancellations made before the specified final payment due date will result in the loss your deposit (no refund/credit is available).

**Rider cancellation (after final payment due date):** In all cases, cancellation after the specified final payment due date will result in the loss of all monies paid (no refund/credit is available). 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 Riders should assume that any cancellation after the specified final payment due date will forfeit all monies paid. Failure to make the final payment by the specified due date will result in the automatic cancellation of your booking and in this case the deposit payment will be forfeited.

**Rider change:** In the event of a Rider cancellation, you may avoid the loss of your deposit and final payment amount by providing a replacement Rider to take your place. In this case, an additional administration fee of £25 per rider will apply, and the costs for all of the previously booked options must be paid in full, either by the Rider that originally made the reservation, or by the replacement Rider.

**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 and pandemic-related travel difficulties) that will be their decision and the Terms set out in this document will apply. TS cannot accept responsibility/liability for any costs associated with situations/restrictions/difficulties that are not of our making and are therefore beyond our control so it is important that you understand this risk before booking. Note that if it is possible to run the event, TS will run the event – throughout the entire Covid19 pandemic, TS cancelled has so far only 1 event (all other events have gone 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, or cancel any event-related support services (or part thereof) 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.