

This form cannot be submitted by email. Please print the form and send either by post to: **kartingonline.co.uk, 202 Fazeley Street, Birmingham B5 5SE** or by fax to: **0870 900 3021**.

Where did you hear about **kartingonline.co.uk**?

**A Company Details (parent company for groups)**

Company Name:

Head Office Address:

Address (cont'd):

City / County:

Postcode:

Limited Company No:

Telephone:

Fax:

Contact Name:

Email:

**B User Details**

Firstname:

Lastname:

Email:

Please select a password that you would like to use to manage your events online:

Password:

**C Circuit Details (please complete a separate sheet for each circuit)**

Circuit Name:

Circuit Address:

Address (cont'd):

City / County:

Postcode:

Telephone:

Fax:

Description:   
*(this can be edited on-line to include HTML codes – ask your web designer)*

Is the circuit indoors? Yes:  No:

Track length:  metres

**D Bank Details**

What bank account would you like to receive your bookings payments into (if you have more than one circuit, you can either nominate a single bank account, or provide a different bank account for each circuit):

Account Name:

Bank Sort Code:

Account Number:

**E Charges & Commissions**

**Set-up Charge**

Please give me a FREE Username and Password for **kartingonline.co.uk**, with no obligation. I understand that I can cancel at any time.

**Commission**

I agree to pay **kartingonline.co.uk** a total of 10% of all bookings made.

**Declaration**

YES, please add my circuit's details to **kartingonline.co.uk** and provide me with a Username and Password to access the Services. I have read and understand the Service Agreement and certify that the information on this form is true and accurate to the best of my knowledge and belief and I will inform **kartingonline.co.uk** if any of the details or information changes.

Signed:

Date:

## Service Agreement

Agreement between **kartingonline.co.uk** and the Circuit Owner

1. This agreement is between Teamworks Karting Limited trading as **kartingonline.co.uk**, (registered number 3822178) of 202 Fazeley Street, Birmingham B5 5SE and the Company in section A (the "Circuit Owner").
2. **kartingonline.co.uk** agrees to provide the Circuit Owner with: (i) access to its services for advertising and booking race events at [www.kartingonline.co.uk](http://www.kartingonline.co.uk), and (ii) access to management reports so that the Circuit Owner can monitor sales of each event and totals sales for each calendar month (the "Services"). The Circuit Owner acknowledges that due to the nature of the internet it is not possible to guarantee 100% availability all of the time, but **kartingonline.co.uk** will use its reasonable endeavours to ensure maximum possible availability.
3. **kartingonline.co.uk** agrees to pay all credit card authorisation fees, money transmission charges and web site development and maintenance costs. **kartingonline.co.uk** cannot accept liability for cardholder-not-present chargebacks imposed by the credit card authorising company, which will be passed on to the Circuit Owner.
4. The Circuit Owner agrees to advertise its Open events on **kartingonline.co.uk**
5. In consideration of the Services provided, the Circuit Owner agrees to pay **kartingonline.co.uk** the fees and commissions set out in this agreement.
6. The Circuit Owner is solely responsible for the content of any advertisements, and agrees not to place any advertisement for an event that it cannot or does not intend to deliver.
7. Where a customer books an advertised event, the Circuit Owner undertakes to fulfil that event in accordance with the Customer Booking Terms & Conditions, which are published at [www.kartingonline.co.uk/tsandcs.html](http://www.kartingonline.co.uk/tsandcs.html), and a copy of which are attached to this agreement.
8. In the event of a dispute between a customer, **kartingonline.co.uk** and the Circuit Owner, **kartingonline.co.uk** is solely responsible for remitting payment for the event to the Circuit Owner, and the Circuit Owner is solely responsible for delivering the event as advertised and will indemnify **kartingonline.co.uk** for any losses arising from the Circuit Owner's failure to provide the event as advertised.
9. The Circuit Owner agrees to keep its username and password confidential and will not allow its login to be used by any other circuit, agent or operator. The Circuit Owner shall not use its advertisements to misrepresent its services or bring any party into disrepute, and allows **kartingonline.co.uk** to moderate any advertisement to ensure equal treatment of all circuits.
10. **kartingonline.co.uk** will pay to the Circuit Owner the proceeds of all bookings made in each calendar month, after deducting any charges or commissions payable, by BACS on the 7<sup>th</sup> day of the following month.
11. This agreement shall continue in effect unless terminated by either party on giving two months' written notice.

## **Customer Booking Terms & Conditions**

Agreement between the Circuit Owner and each customer (these Terms & Conditions are published at <http://www.kartingonline.co.uk/Tsandcs.html>)

### **CONTRACT**

1. Completion of a booking form does not constitute a binding contract until payment is received and a booking confirmation number has been issued by kartingonline.co.uk.
2. Confirmation of the booking by kartingonline.co.uk shall create a binding contract between the person named on the booking form ("the Organiser") and the circuit named on the booking form ("the Circuit").

### **PAYMENT & CANCELLATION**

3. Tickets may be transferred to other drivers, but all payments are non-refundable.
4. The Organiser is liable for the full race fees for the use of the circuit for number of drivers booked, even if fewer drivers attend.
5. Interest will be charged on overdue amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

### **DRIVERS**

6. Drivers must not consume alcohol for at least 12 hours before the event.
7. The Circuit's management reserve the right to refuse admission and/or to bar drivers from the track for any reason whatsoever in its sole discretion. Any person considered by the Circuit's management to be under the influence of alcohol or medication will not be allowed to race.

### **CIRCUIT EXCLUSIONS**

8. Drivers must be under 16 stone (101kg), over 5' (152cm) and under 6'3" (191cm) tall in order to race.
9. Drivers must be at least 18 years old except for events specified as Children's events.
10. If you are unsure about any driver's suitability due to weight or height please contact the Circuit for clarification in good time before the event.

### **LATE ARRIVALS & NO SHOWS**

11. Tickets are transferable at the discretion of the Circuit's management but non-refundable. Tickets cannot be refunded, re-booked or re-used for drivers who fail to attend.
12. For insurance reasons, drivers arriving after the safety briefing has commenced are not allowed to race and will not receive any refund.
13. Where an event is delayed due to late arrivals, the Circuit's management may in their sole discretion and on request of all of the Organisers delay the safety briefing. In such case, the event will be shortened to make up for the time lost.
14. Race fees will not be refunded to any driver because that driver fails to attend or is withdrawn from the racing for any reason.

### **FORCE MAJEURE AND LIMITATION**

15. Where the event is prevented, frustrated or delayed due to force majeure (including but not limited to riot, strikes, natural catastrophe, power failure, fire or accident to plant or machinery) or any other cause beyond its control, the Circuit's liability shall be limited to refunding or (at the Circuit's option) re-scheduling the event at a future date convenient to all parties.
16. Neither the Circuit nor kartingonline.co.uk shall be under any liability whatsoever for direct losses, loss of profits, indirect losses or consequential losses of any type and each party's maximum liability shall in all cases be limited to the total amount of money received or receiveable for the event.
17. Notwithstanding the generality of the above, please note that all karting events are live events and may start late or overrun due to unforeseen delays. Any quoted "Start Time" or "End Time" is a pre-event estimate, for guidance only.