



Terms & Conditions

These terms and conditions are to be incorporated into all purchases between IDACI Motorsport Ltd, and the Customer.

Interpretations

In these terms and conditions, the following expressions shall have the meanings:

1. "Customer" means any person who has purchased, or is in receipt of a product or service from IDACI Motorsport Ltd. This may include STEAM Club members, teaching staff and parents.
2. "Company" means IDACI Motorsport Ltd.
3. "Party" means Customer or Company, or any relevant external stakeholder.

The headings in this section are for convenience only and shall not affect their interpretation.

Payments

1. The Customer shall pay the Company in accordance with the payment details set out in this section.
2. The Company reserves the right to request payment prior to delivery of Company products or services to the Customer.
3. All payment sums payable by the Customer, shall include VAT, unless the Customer is exempt from VAT under UK law.
4. **In the event there is a delay of payment for any product or services, the Company reserves the right to withhold products or services from the Customer until payment has been made to the company for the outstanding amount, and for any additional products or services the customer wishes to acquire.**
5. The Company reserves the right to refuse cheque payments.

Cancellations

1. STEAM Club registered schools may cancel their club operations in its entirety, but a 28 day written notice is required prior to shutdown.

2. STEAM Club members shall be entitled to a full refund on all prepaid and outstanding club sessions, in the event the club member's STEAM Club cancels their operations in alignment with clause 1.
3. STEAM Club members shall be entitled to a full refund if a STEAM Club activity is not delivered to the stated and expected standard as advertised by the company, and this is agreed in writing by the STEAM Club member and the company.
4. Cancellations shall be awarded in accordance with the Consumer Rights Act 2015.
5. In the event a STEAM Club session is rescheduled for the following reasons:
 - a. Support staff/club leader illness
 - b. Met Office red alert/warning weather conditions
 - c. Emergency school shutdown
 - d. Reduced staff numbers due to strike actionA full refund **shall not** be rewarded by the company to STEAM Club Members. Partial refunds may be negotiated between STEAM Club Members and the company.

General Obligations of the Customer

The Customer shall:

1. Ensure all payments between the Customer and Company are paid on time.
2. Ensure all Company employees are safe within Customer presence.
3. Respond in a timely manner to Company communications via verbal or written (hand or electronic) communication methods.
4. Not redistribute or resell any Company products and/or services, without prior written consent.
5. Be respectful and collaborative with Company staff at all times.
6. Ensure they fully understand these terms and conditions, the privacy policy, and the safeguarding policy set by the Company.

General Obligations of the Company

The Company shall:

1. Deliver all products and/or services pre-agreed within any specific product and/or service contract.
2. Communicate any Company changes to the Customer, which may impact the delivery, safety, or quality of the Company's products and/or services.
3. Work with all Customers to ensure safeguarding measures are upheld to the highest standards at all times. In the event this is not the case, and is captured in writing by a Customer, the Company will seek to immediately rectify any safeguarding queries.

4. Sufficiently train Company staff to ensure all Customers are safe and satisfied with the Company's products and/or services, as delivered under agreements between the Customer and Company, at all times.
5. Be respectful and collaborative with Customers at all times.
6. Ensure all relevant Customer personnel have understood the Company's terms and conditions, privacy policy, and safeguarding policy.

Intellectual Property

1. All Intellectual Property Rights in the Company's copyrighted material shall be the sole and exclusive property of the Company.
2. All Intellectual Property Rights in the Customer's copyrighted material shall be the sole and exclusive property of the Customer.
3. If a Customer attends a Company event, in which Customer material is published or advertised, the Company shall do its utmost to protect the Customer's Intellectual Property.
4. If a Customer attends a Company event, the following terms and conditions shall apply:
 - a. The Customer shall comply with any logo or branding guidelines as issued by the Company prior to the event
 - b. The Customer shall not seek to register any trademarks or service marks that are similar to the event name, or Company name
 - c. The Customer shall not use any Company logos, unless permission is granted by the Company prior to the Company's event. Permissions may be granted for joint events, in which both the Customer and Company both seek to gain benefits from such arrangements.

Loss, Damage and Indemnity

1. In the event the Company or Customer loses or damages one of the other's products or assets, the guilty Party shall be charged with full replacement costs of the products and/or assets.

Limitation of the Company's Liability

1. The Company does not hold any standard warranty against any of its current products and/or services to Customers. Exceptions may be present for future products such as lesson materials, or merchandise. These shall be communicated to the Customer prior to purchase from the Customer.
2. Whilst the Company shall always aim to achieve the best results for its Customer, and in particular its youth market, the Company makes no guarantees on the outcome, progression, and rate of development for its Customer. This includes final qualification grades, race results and career destinations.

3. The Company shall not in any circumstances be liable for any indirect or consequential losses, damage, costs or expenses, loss of profit, loss of revenue or loss of goodwill of its Customer.
4. The Company shall not in any circumstances be liable for any Customer which knowingly or recklessly breaks Motorsport UK regulations, Company competition regulations, Motorsport UK safeguarding policy, or Company safeguarding policy.

Regulations

1. The Company and Customer shall comply with all statutory, local and other regulations or requirements and bye-laws which affect or apply to the products and/or services delivered, in particular any health and safety legislation or fire regulations, and other instructions and regulations laid down by the Local Authority from time to time.
2. The Company shall supply Customer attending Company events with information relating to specific regulations which relate to the event the Customer is to attend. Copies of the Company's health and safety policy, and specific fire safety regulations, shall be issued to attending Customers.
3. All Customers attending Company race events held under Motorsport UK governance, shall comply with Motorsport UK regulations, and specific Company race event regulations. Failure to do so shall result in penalties for the offending Customer, determined by the Company, and Motorsport UK chief scrutineer.

Compliance

1. The Company and Customer undertakes that it will not engage and will use all reasonable endeavours to procure that those employed by them or any agents or sub contractors contracting with them will not engage in any conduct (including by way of acquiescence or failure to perform) that would constitute an offence under the Bribery Act 2010 or which would result in liability for fraud, insolvency crimes or other corruption crimes.
2. The Company and Customer shall use all reasonable endeavours to procure that it has and maintains in place adequate procedures designed to prevent persons associated with it within the meaning of section 8 of the Bribery Act 2010 from undertaking any conduct that would constitute an offence under section 7 of that Act.
3. In the event of breach of the obligations in this "Compliance" clause, the Company or the Customer have the right to immediately terminate any product and/or service contracts. The Party in default shall indemnify the other Party for any loss that Party suffers as a result of the breach.

General

1. The Company and Customer agree that any verbal or oral representations, promises, statements, or other agreements shall not be binding unless reduced to writing and signed by both the Company and Customer, and neither Party is relying on any representation, promise, statement or agreement of the other Party that is not expressly included in the specific product and/or service contract.
2. English law shall apply to any purchases and/or contracts for products and/or services between the Company and the Customer. Customer and the Company agree to submit to exclusive jurisdiction of the English courts.
3. The Customer shall not assign, sub-let, transfer or charge or purport to assign, sub-let, transfer or charge in whole or in part its obligations or benefits under specific contracts for products and/or services, or any of its rights, liabilities or obligations under the specific contracts for products and/or services, without the prior written consent of the Company.