



## Focus Cup Ltd – 2020 Focus Cup Championship

### TERMS AND CONDITIONS OF SERVICE – page 1 of 5

#### Application

1.1 These terms and conditions shall apply to the provision of services by the Supplier to the Client.

1.2 In the event of conflict between these terms and conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the Supplier in writing.

#### Definitions

2.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“The Client”	Means any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which purchases services from the Supplier.
“The Commencement Date”	The commencement date for this agreement is the date on which the deposit is paid.
“ Services”	Means the services to be provided by Focus Cup Ltd in respect of the Focus Cup race championship to the Clients.
“The Supplier”	Focus Cup Ltd

2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

#### The Service

3.1 With effect from the Commencement Date the Supplier shall, in consideration of the full fees being paid, provide the program of events as described in the approved Motorsport UK regulations for the Focus Cup.

3.2 The Supplier shall use all reasonable endeavours to complete the events described in the approved Motorsport UK regulations, but time will not be of the essence in the performance of these obligations.

3.3 The Supplier will provide for the Client: - Entry fee, car hire, booking associated track day/test day, car preparation between meetings, support for meeting up to 2 consecutive days including test day, 2 new tyres per weekend, fuel, brake pads, brake discs, in-car cameras, transponder.

3.4 In the event that the Supplier is unable to provide the Client with a serviceable race car for a confirmed Focus Cup Championship race and where the Client is not at fault then the Client shall be entitled to a pro rata refund for missed races.

3.5 In the event that the Supplier decides not to commence the Focus Cup Championship or terminates the Focus Cup Championship before the end of the last race then the Client shall be entitled to a pro rata refund for missed races.

3.6 The supplier will invoice the Client for: - Accident Damage to all cars used by the Client (however caused). This includes all Mechanical Damage caused by the Client, Windscreen Damage and Body Work Damage.

3.7 Replacing damaged windscreens may be left until later in the season, or the end of the season, depending on the extent of the damage. If the already damaged windscreen is damaged again at subsequent outings by different drivers the cost to replace the windscreen will be shared.

3.8 Car check list forms will be provided at each event. It is the responsibility of the Client to complete the car check list form with their mechanic and agree damages both pre event and post event. It is also the responsibility of the Client to complete a further check list form when changing cars.

3.8 The Friday before race day Testing is included in the Budget. The Client will be invoiced for all additional testing or track days which are not included.

3.9 The Supplier will not provide race licence, damage insurance, racewear, pit board signalling.

### Damages

4.1 In the event the client sustains damage to their allocated car, however caused, the Supplier will repair the vehicle and will try to ensure that the vehicle is ready for the next event, however this will be on a best endeavour basis and the Supplier will not be responsible for providing a replacement car or refund any payments made in the event that a car is not available following the damage incurred. Available spare cars will be made to Clients suffering mechanical problems ahead of Clients suffering crash damages as decided by the Supplier.

4.2 The client will be responsible for the full price of parts, labour away from the race weekend at £40 per hour + VAT, Specialist services charged at cost and additional transport associated with repair.

4.3 Some damage may be repaired at the end of the season, to return the car to the standard it was at the start of the season. An estimate, photographs and details of damage will be agreed in writing between Supplier and Client following the meeting damage was sustained. If additional damage is incurred by another Client at another meeting to worsen the original point of damage, both clients will share the damage costs at a percentage deemed to be fair by the supplier.

4.4 Clients who arrange on track insurance are responsible for handling claims and must ensure this is done as a matter of priority.

4.5 Clients who require a change of car due to crash damage will be charged a sum of £500 inc vat for the change.

### Sponsor Decals

5.1 Clients own sponsor decals can be arranged and fitted at extra cost. Clients can also bring their own decals to each meeting and fit and remove them themselves. Sizes will be provided by the Supplier on request by the Client. Any costs incurred from damage to the Suppliers original livery on removing Client sponsors decals will be charged to the Client.

### Price

6.1 The Client agrees to pay the relevant payment as per the schedule to become a participant in the 2020 Focus Cup. The events constituting the Focus Cup will be defined in the approved Motorsport UK regulations for the Focus Cup. The Client agrees to be bound by the Motorsport UK regulations and those of the Focus Cup.

6.2 In addition the Supplier shall be entitled to recover from the Client his reasonable incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services.

6.3 The Client will pay the Supplier for any additional events or services provided by the Supplier that are not specified in the approved Motorsports UK regulations for the Focus Cup, in accordance with

the Supplier's then current, applicable daily rate in effect at the time of the performance or such other rate as may be agreed. Any charge for additional services will be supplemental to the amounts that may be due for the Expenses.

6.4 All sums payable by either party pursuant to this Agreement are exclusive of any value added or other tax or other taxes on profit, for which that party shall be additionally liable.

#### Payment

7.1 The time of payment shall be of the essence of these terms and conditions. If the Client fails to make any payment on or before the due dates the Supplier will endeavour to reassign that entry but the deposit or any monthly payments will not be refunded.

7.2 Payment for parts and labour supplied following breakage or crash damage must be made within 14 days of invoice unless otherwise agreed by the Supplier in writing. If payment is late, the Supplier reserves the right to refuse entry to any future events with no refund of payments made.

#### Termination

8.1 The Supplier may terminate the agreement forthwith if:

8.1.1 the Client is in breach of any of its obligations hereunder; or

8.1.2 the Client has entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets; or

8.1.3 the Client has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986; or

8.1.4 the Client ceases or threatens to cease to carry on business; or

8.1.5 any circumstances whatsoever beyond the reasonable control of the Supplier (including but not limited to the termination of the service through no fault of the Supplier) arise that necessitate for whatever reason the termination of the provision of service, or

8.1.6 the supplier receives insufficient entries to run the 2019 Focus Cup, all fees paid will be refunded to the client. No compensation will be payable.

8.2 In the event of withdrawal the Supplier shall retain all sums paid to it by the Client without prejudice to any other rights the Supplier may have whether at law or otherwise.

#### Sub-Contracting

9.1 The Client may not reassign their Focus Cup entry to a third party without written permission from the Supplier.

#### Liability

10.1 The Client shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from loss or damage to any equipment (including that of third parties) caused by the Client, or associates.

10.2 The supplier reserves the right to carry out necessary or required changes to the regulations which are due to "force majeure", or for safety reasons, or if requested by the authorities, by means of Official Bulletins. The supplier further reserve the right to cancel or substitute events if necessary due to exceptional unforeseeable conditions, and are not liable for any damages so incurred as a result.

10.3 The Supplier shall not be liable to the Client or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

10.4 I agree to make no claim against the supplier or its officers or agents in respect of any loss or injury suffered by the client arising from the Focus Cup and to indemnify the supplier against their

costs and losses arising out of any claim made against them by anyone to the extent that such costs and losses are attributable directly or indirectly to the clients participation in the Focus Cup.

### Force Majeure

11.1 Neither the Supplier nor the Client shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure was due to any cause beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control: -

11.2 act of God, explosion, flood, tempest, fire or accident;

11.3 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

11.4 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

11.5 import or export regulations or embargoes;

11.6 strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of either the Supplier or the Client or of a third party);

11.7 difficulties in obtaining raw materials, labour, fuel, part or machinery;

11.8 power failure or breakdown in machinery.

### Waiver

12.1 No waiver by the Supplier of any breach of these terms and conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of this agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which the waiver is given.

12.2 No failure or delay on the part of any party in exercising any right, power or privilege under this agreement shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of or the exercise of any other right, power or privilege.

### Severance

13.1 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

### Copyright

14.1 The Supplier reserves all copyright and any other rights (if any) which may subsist in the products of, or in connection with, the provision of the Supplier's services or facilities. The Supplier reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.

### Notices and Service

15.1 Any notice or other information required or authorised by this Agreement to be given by either party to the other shall be given by sending via pre-paid registered post, email, or other comparable means of communication.

15.2 Any notice or information given by post which is not returned to the sender as undelivered shall be deemed to have been given on the 10th day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

15.3 Any notice or information sent by e-mail or comparable means of communication shall be deemed to have been duly given on the date of transmission, provided that a confirming copy of it is sent to the other party 24 hours after transmission.

15.4 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be affected by either party by causing such document to be delivered to the other party at its registered or principal office, or to such other address as may be notified to one party by the other party in writing from time to time.

#### Applicable Law and Jurisdiction

16.1 These terms and conditions shall be governed and construed in accordance with English and Welsh law and the parties shall submit to the non-exclusive jurisdiction of the English and Welsh courts.