

## Dementia Support Goodwood Track Day 2022

### Terms & Conditions

#### 1. These terms

1. **What these terms cover.** These are the terms and conditions on which we supply facility services to you, enabling you to book and arrange the attendance of events (we shall refer to these as 'Events').
2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Events to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

#### 2. Information about us and how to contact us

1. **Who we are.** We are Dementia Support, a charity registered in England. Our charity number is 1158640, our company number is 9044373, and our registered office is at Sage House, City Fields Way, Tangmere, Chichester, PO20 2FP.
2. **How to contact us.** You can contact us by writing to our fundraising team at [fundraising@dementiasupport.org.uk](mailto:fundraising@dementiasupport.org.uk) or Sage House, City Fields Way, Tangmere, Chichester, PO20 2FP.
3. **How we may contact you.** If we have to contact you, we will do so by telephone, or by writing to you at the email address or postal address you provided to us in your order.
4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

#### 3. Our contract with you

1. **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Events. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Events or because we are unable to meet a delivery deadline.

#### 4. Events

1. **Your obligations during an Event.** During an Event you shall:
  1. ensure that the terms of the Booking Form (and any information it provides) are complete and accurate;
  2. co-operate with us in all matters relating to the Services;
  3. provide us with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
  4. obtain and maintain all necessary licences, insurance, permissions and consents which may be required before the date on which the Services are to start; and
  5. agree that any comments, photographs, or video footage taken by the us or an Event Organiser may be used for any promotional, marketing and publicity purpose in any media worldwide without notice or payment. You acknowledge that this may include your vehicle and that you must notify us or the Event Organiser in advance should you want to be excluded.

2. **Event requiring the use of a vehicle.** Where the Event requires the use of a vehicle you shall also:
  1. hold a fully valid UK driving licence and/or race licence appropriate for the vehicle you intend to drive and that such licence shall be provided on the Event day for inspection;
  2. confirm you will have arms and legs fully covered at all times whilst on a track or circuit and will ensure that any passenger complies with this;
  3. ensure that any vehicle for which you are directly responsible complies with any relevant regulation and is fit to use for the purpose(s) in which you intend to participate;
  4. satisfy that any vehicle you intend to use, that has been provided by a third party, is acceptable to you and that you are fully confident in your ability to competently and safely use such vehicle for the Event;
  5. wear a seat belt or harness whilst in any vehicle and that a properly fastened crash helmet will be worn at all times whilst on the track or circuit. Should you not have a suitable crash helmet either us or the Event Organiser will supply one;
  6. have read, understood, agree and will comply with any and all venue regulations, health and safety regulations and supplementary regulations that may be provided by the Event Organiser from time to time;
  7. promptly comply with all instructions and directions given by the organisers, instructors, and any other representatives of the Event Organiser at all times. In the interests of safety, you acknowledge that the Event Organisers may exclude you from further participation in the activity at their discretion.
  8. arrange appropriate insurance covering track activity
3. **Risk of death or injury.** You acknowledge that you voluntarily accept the risk of death or injury to yourselves or damage to your property, which may be caused out of or in connection of you or such person driving or riding in any vehicle(s), whether undergoing instruction or participating in an activity or event. You accept these risks and takes part in such Events at your own risk.
4. **Competence to take part in an Event.** You agree that you are competent to take part and your eyesight is adequate for track use and that you have no history of any medical condition that could affect your ability to take part in an Event. You or such other person will not participate whilst under the influence of alcohol, drugs (prescribed or otherwise) or substances which may impair your ability to take part.
5. **Liable for damage.** You acknowledge that you shall be liable to any damage of the Event Organisers property (including any vehicle) caused by reckless or dangerous driving and shall be liable to pay to the Event Organiser an amount equal to the cost of the resulting replacement or repair, at the Event Organisers discretion.

## 5. Your rights to make changes

1. We do not offer refunds, credits, or transfer of dates on our events. However, if you wish to make a change to an Event you have ordered please contact us. We will allow you to transfer your Event ticket to another person of your choosing, however we do not take responsibility for identifying a suitable person. You must inform us in writing if you intend to transfer your ticket. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Events, timing, or anything else which

would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8- Your rights to end the contract).

## 6. Our rights to make changes

1. **Minor changes to the Events.** We may change the Events:
  1. to reflect changes in relevant laws and regulatory requirements;
  2. to implement minor technical adjustments and improvements, for example to address a security threat;
  3. to implement any changes made by Goodwood Motor Circuit.
2. **More significant changes to the Events and these terms.** In addition, as we informed you in the description of the Events on our website, we may make the following changes to these terms or the Events, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Events paid for but not received.

## 7. Providing the Events

1. The Event shall be provided on the date set out in the Booking Form and shall be completed once the Event has finished.
2. **We are not responsible for delays outside our control.** If the supply of the Event is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Events you have paid for but not received.
3. **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Events to you. If so, this will have been stated in the description of the Events on our website. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Events late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
4. **Reasons we may suspend the supply of Events to you.** We may have to suspend the supply of a Events to:
  1. deal with technical problems or make minor technical changes;
  2. update the Events to reflect changes in relevant laws and regulatory requirements;
  3. make changes to the Events as requested by you or notified by us to you.

5. **Your rights if we suspend the supply of Events.** We will contact you in advance to tell you we will be suspending supply of the Events, unless the problem is urgent or an emergency. If we have to suspend the Events, we will adjust the price so that you do not pay for Events while they are suspended. You may contact us to end the contract for a Events if we suspend it, or tell you we are going to suspend it and we will refund any sums you have paid in advance for the Events in respect of the period after you end the contract.

## 8. Your rights to end the contract

1. **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
  1. **If what you have bought is misdescribed you may have a legal right to end the contract** (or to get the service re-performed or to get some or all of your money back).
  2. **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 8.2.
  3. **If you have just changed your mind about the Events, see** clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.
  4. **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 8.4.
2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any Events which have not been provided and you may also be entitled to compensation. The reasons are:
  1. we have told you about an upcoming change to the Events or these terms which you do not agree to (see clause 6.2);
  2. we have told you about an error in the price or description of the Events you have ordered, and you do not wish to proceed;
  3. there is a risk that supply of the Events may be significantly delayed because of events outside our control;
  4. we have suspended supply of the Events for technical reasons, or notify you we are going to suspend them for technical reasons; or
  5. you have a legal right to end the contract because of something we have done wrong.

3. **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most services bought online you have a legal right to change your mind within 14 days from the day we email you to confirm your order and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
  1. **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
    1. services, once these have been completed, even if the cancellation period is still running.
    2. Once the cancellation period has elapsed.
4. **Ending the contract where we are not at fault and there is no right to change your mind.** If we are not at fault and you do not have a right to change your mind (see clause 8.1), you will not be entitled to a refund.
  1. This includes if you realise you are unable to attend, or decide you no longer wish to attend. We can't offer any refunds if your event is going ahead on the date originally planned.
  2. You are welcome to transfer your ticket to someone of your choosing- please contact us in this instance to let us know who will be attending and so we can ensure we have all the required details.
5. **How to end the contract with us**
  1. **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
    1. **Phone or email.** Email [fundraising@dementia-support.org.uk](mailto:fundraising@dementia-support.org.uk) phone: 01243 958460. Please provide your name, home address, details of the order and, where available, your phone number and email address.
  2. **If you are entitled to a refund** within the provisions in clauses 8.1-8.3, we will refund you the price you paid for the Events by the method you used for payment. However, we may make deductions from the price, as described below.
  3. **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind then we may deduct from any refund an amount for any cost incurred for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
  4. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then your refund will be made within 14 days of your telling us you have changed your mind.

## 9. Our rights to end the contract

1. **We may end the contract if you break it.** We may end the contract for an Event at any time by writing to you if:
  1. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Event.
  2. you do not, within a reasonable time, allow us to deliver the Events to you or collect them from us; or
  3. you do not adhere to any of the obligations set out in Clause 4 above.
2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1, we will refund any money you have paid in advance for Events we have not provided but we may deduct or charge you compensation for the costs we will incur as a result of your breaking the contract. This includes a breach of the terms and conditions on the day of the event where you will not be eligible for a refund.

## 10. If there is a problem with the Events

1. **How to tell us about problems.** If you have any questions or complaints about the Events, please contact us. You can telephone our fundraising team on 01243 958460 or email us [fundraising@dementiasupport.org.uk](mailto:fundraising@dementiasupport.org.uk)
2. **Summary of your legal rights.** We are under a legal duty to supply Events that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Events. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If an Event is **services**, for example tickets to a track day, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also *Exercising your right to change your mind (Consumer Contracts Regulations 2013)*.

#### 1. Price and payment

1. **Where to find the price for the Events.** The price of the Events (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of the Events advised to you is correct.

2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the Events, we will adjust the rate of VAT that you pay, unless you have already paid for the Events in full before the change in the rate of VAT takes effect.
3. **What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the Events we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Events' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Events' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.
4. **When you must pay and how you must pay.** We accept payment by credit or debit card. You must pay for Events at the time the booking is made.
5. **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know.

## 2. Our responsibility for loss or damage suffered by you

1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Events;
3. **We are not liable for business losses.** We only supply the Events for domestic and private use. If you use the Events for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 3. How we may use your personal information

**How we may use your personal information.** We will only use your personal information as set out in our [Privacy Policy](#).

### 1. Other important terms

1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

3. **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the Events, we can still require you to make the payment at a later date.
6. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law, and you can bring legal proceedings in respect of the Events in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the Events in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Events in either the Northern Irish or the English courts.