

1. Definitions

In these Terms and Conditions:

Car means the car and/or car parts including but not limited to engine, gearbox and suspension parts We perform the Services on;

Insolvency Event an application, notice, resolution or order is made, passed or given for or in connection with Your bankruptcy, winding up, liquidation, dissolution, administration or reorganisation or You are subject to any other kind of insolvency event (including in another jurisdiction) or You enter into or have imposed on You any form of compromise or arrangement with Your creditors generally;

Order means Your order for Parts and/or Services as set out in Our invoice;

Parts means parts and accessories We sell to You as set out in Our invoice;

GPR means Geoff Page Racing;

Services means the services we perform on Your Car;

We/Our/Us means GPR; and

You/Your GPR's customer being the individual or company to whom the Parts and/or Services are supplied.

2. Agreement

2.1 These are the only Terms and Conditions on which GPR supply Parts and/or Services to You.

2.2 Images of Parts on Our website and in Our literature are illustrative only. The actual Parts supplied may vary from those images.

2.3 We reserve the right to vary these Terms and Conditions on giving not less than 30 days prior written notice. During the 30 day notice period You can give notice to cancel Your order in accordance with clause 12.

3. Your Responsibilities

3.1 You must inform GPR of any information relating to Your Car which might be relevant or helpful to GPR in carrying out the Services.

3.2 You will be responsible for any incorrect information supplied to GPR or failing to inform GPR of any relevant information.

3.3 If You are not the owner of the Car You are responsible for ensuring that You have the owner's permission for the Services to be carried out, but You remain subject to these Terms and Conditions including payment of GPR's invoices.

4. General

4.1 GPR may subcontract all or any part of the Services if, in our absolute discretion, specialist services are required for the purpose of completing the Services.

4.2 GPR shall retain the ownership of all Parts and materials supplied to You or fitted to the Car by Us and ownership will only transfer to You upon your settling in full the invoice(s) for the Services and/or Parts.

4.3 GPR reserves the right to increase its labour rates without any prior notice.

4.4 Where GPR removes or fits glass to Your Car, GPR will not accept any responsibility or liability for any breakage or damage to the glass.

5. Estimates

5.1 Any estimate is GPR's considered approximation of the likely cost of the Services and/or Parts.

5.2 All estimates are estimates only and are not to be treated as firm quotations.

5.3 The estimate is based on the cost for the Services at the time the estimate is given.

5.4 If GPR has provided an estimate and if such estimate will be exceeded then GPR will, where it is reasonable and practical to do so, notify You and will seek Your authorisation to continue with the Services. Where it is not reasonable or practical to notify you, GPR shall be entitled without Your authorisation to continue the Services where, in GPR's reasonable opinion, it is necessary to do so.

6. Storage

6.1 GPR will store Your Car at Our premises whilst We are working on it and will take all reasonable precautions to ensure its security. Long term storage will be at our specialist independent storage facility and is chargeable on a weekly or monthly basis. Part weeks are charged on a full week basis.

7. Collection of Your Car

7.1 GPR will inform You when the Services are complete or, if You decide not to proceed with Our recommendations, when You inform us of that decision. At that time Your Car will be ready for You to collect. If You do not collect it, or arrange for it to be collected within 7 days GPR shall have the right to charge You £30 per day for storage of Your Car.

7.2 GPR will test drive Your Car (if possible) prior to informing You when the Services are complete. GPR recommends that You test drive Your Car prior to collection. The test drive is Your opportunity to ensure You are satisfied with the Services. If You fail to test drive Your Car prior to collection then You shall be deemed to be completely satisfied with the Services.

7.3 If You arrange for a third party to collect Your Car for You, You must ensure that GPR is informed of the name of person or company collecting the Car prior to collection.

7.4 If You fail to remove Your Car within 3 months of our first notice to collect GPR shall be entitled to dispose of it in the manner permitted by Section 12 of the Torts (Inference with Goods) Act 1977.

8. Insurance

8.1 The Car shall remain at Your risk at all times notwithstanding that You have entrusted the Car to GPR.

8.2 You shall insure the Car on an all risks policy at all times whilst the Car is in the custody of GPR and You shall, on request, provide documentary evidence of such insurance.

8.2a On request, We can obtain an insurance quotation from our insurers and invoice the premium on to You.

8.3 If You have an agreed valuation please inform us of that value and provide documentary evidence. If You believe the Car's value is higher than market value You are advised to obtain an agreed valuation from your insurer and advise GPR accordingly.

9. Estimates, Invoicing and Payment

9.1 If We provide You with an estimate for the price of the Parts and/or Services it will remain valid for 30 days.

9.2 The price of the Parts and/or Services may be increased above that given in any estimate by an amount attributable to (i) any suspension or alteration to the Services due to Your delay in providing instructions or changing Your instructions (ii) any variation in taxes and duties or other costs between the date of the estimate and date of the completion of the Services and (iii) any additional work found necessary to complete the Services but not specified in the estimate.

9.3 All GPR invoices shall be due and payable on presentation to You unless on the face of the invoice another date is given. Invoices for special order Parts shall be paid in full at the time of the order. Save as otherwise expressly agreed in writing, Your Car shall only be available for collection when GPR is in receipt of cleared funds relating to the invoice(s) issued in relation to the Services.

9.4 Payment must be made by bank transfer in Great British Pounds unless otherwise agreed by GPR first in writing.

9.5 GPR reserves the right to charge interest on all or any part of any invoice not settled in full by the due date at a rate of 4% above the base lending rate of the Bank of England until paid (even if that is after a court judgement).

9.6 GPR reserves the right to stop work on a Car if outstanding invoices have not been paid.

9.7 If Our invoices remain unpaid after presentation We will make efforts to contact You to request payment. If We have not heard from You for 10 days after this We will attempt to contact You again. When the outstanding monies are overdue for more than 30 days We may take legal steps to recover the outstanding amount. If We are holding any of Your property We reserve the right to recover the outstanding amount by offering Your goods for sale. If this happens We will endeavour to get a fair market price but due to the impact that non payment of invoices has on cash flow this may not be possible because the parts may have to be offered at a discount to secure a quick sale. In the event that Your goods are sold and the amount realised is more than the outstanding monies owed We will pay You any balance less any reasonable costs. Should the amount realised on sale not be sufficient to cover the outstanding monies owed will We seek to recover the shortfall from You including Our reasonable costs in doing so.

9.8 All invoices are subject to VAT at the prevailing rate, where applicable.

9.9 Where Services are provided for a Car which is subject to an insurance claim, You agree at GPR's request to sign any documents required by the insurer of the Car to authorise payment for the Services. If the insurer of the Car does not pay some or all of Our invoice You will be responsible for all unpaid sums.

10. Events Outside Our Control

10.1 GPR will not be liable for any failure to perform, or delay in performance of, any of our obligations, under these Terms and Conditions that is caused by an Event Outside Our Control ("EOOC"). For the purpose of these Terms and Conditions an EOOC means an act or event beyond GPR's reasonable control, including without limitation, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat of preparation from war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, strikes, lock-outs or other industrial action, unavailability of parts or materials or personnel.

10.2 If an EOOC takes place which affects the performance of GPR's obligations under these Terms and Conditions we will contact you as soon as reasonably practicable to notify you and our obligations under these Terms and Conditions will be extended for the duration of the EOOC. Where the EOOC affects our performance of the Services we will endeavour to restart the Services as soon as possible after the EOOC is over.

11. Warranty

11.1 All used Parts are sold as seen or supplied and without warranty.

11.2 Where a warranty claim is made against GPR, GPR must be given a reasonable opportunity to examine the Car or, if necessary, allow GPR to designate a subcontractor for further examination of the Car at GPR's expense.

11.3 Subject always to clause 11.1, for all Parts supplied by and Services carried out by GPR (excluding any Services not done by GPR) GPR will make good, solely by means of repair or replacement at its cost (and not by a third party), any defects which are both notified by You within 60 days from the date of dispatch of the Parts or collection of the Car and are thereafter accepted by GPR as being attributable to faulty design, materials or workmanship on the part of the Company.

11.4 For any Parts not manufactured by or Services not done by GPR, GPR will where possible pass on to You any warranty given by the manufacturer, subject to You adhering to the terms of any such warranty.

11.5 If any Parts or Car have in GPR's opinion been subject to misuse, neglect or accident which has caused the damage, or have been repaired by anyone other than GPR, then GPR reserves the right to refuse to repair the Car or to replace the Parts.

11.6 No person shall remove, alter or tamper with any markings and/or numbers on the Parts or their packaging.

11.7 GPR does not provide a warranty on rebuilt engines and gearboxes used in motorsport of all types, road rallies and track days unless by prior written agreement.

12. Liability

12.1 Delivery and collection of all Cars and Parts shall be at Our premises during Our normal working hours unless We specifically agree with You a time outside normal working hours.

12.2 All risk in any Services and Parts sold to You shall pass to You on completion of the Order or earlier delivery of Your Car or Parts to You.

12.3 An Order shall be deemed completed when (i) You or Your agent collects Your Car or Parts from Us or (ii) we dispatch Your Parts to You.

12.4 Title to Parts we sell to You shall only pass once You have paid in full the relevant invoice for the Parts in question.

12.5 Until ownership of the Parts has passed to You, You shall:

12.5.1 store them so that they remain readily identifiable as belonging to Us;

12.5.2 not remove, deface or obscure any identifying mark or packaging on or relating to them; and

12.5.3 maintain them in satisfactory condition, keep them insured for their full value with a reputable insurer and ensure Our interest is noted on the policy and on request allow Us to inspect our Parts and the policy.

12.6 If before ownership of the Parts passes to You, You are subject to an Insolvency Event, then without limiting any other right We may have We may at any time:

12.6.1 require You to deliver to Us our Parts in Your possession which have not been resold, or irrevocably incorporated in to another product; and

12.6.2 if You fail to do so promptly, enter Your or any third party's premises where the relevant Parts are stored in order to recover them.

12.7 If GPR fail to comply with these Terms and Conditions, GPR shall only be responsible for loss or damage You suffer that is a foreseeable result of GPR's breach of these Terms and Conditions or GPR's negligence, but GPR are not responsible for any loss or damage that is not foreseeable or which is not the result of Our breach of these Terms and Conditions or Our negligence. Any particular loss or damage is foreseeable only if at the time of this Agreement it was an obvious consequence of Our breach or negligence or it was clearly contemplated by both You and GPR at the time of this Agreement. You must make every effort to mitigate any loss and time shall not be of the essence of respect of the Services and accordingly GPR shall not be liable for any delay in supplying the Services.

13. Your Rights to Cancel

13.1 You may cancel Your Order at any time before the Order is completed by giving written notice to Us. An Order is completed in accordance with clause 12.3.

13.2 If you cancel an Order before the Order is completed You will pay Us all the costs incurred by Us up to the time of cancellation including all labour costs and the costs of all Parts.

13.3 If You have paid any sums in advance these will be applied to pay any sums due under clause 13.2 and any balance will be repaid to You or if there is a shortfall You must pay the amount of the shortfall.

14. Our Rights to Cancel

14.1 GPR may cancel Your Order at any time with immediate effect by giving You written notice if:

14.1.1 You do not pay Us when you should under clause 9. Cancellation does not affect Our right to charge You interest under clause 9; or

14.1.2 You breach this agreement in a material way and You do not remedy the situation within 14 days of Us asking You to in writing (or such longer period as We may specify); or

14.1.3 You are subject to an Insolvency Event; or

14.1.4 there is an EOOO which continues for 60 days or more and is still continuing.

15. Contact

15.1 If You have any questions or if you have any complaints please contact Us. You can contact GPR by telephoning 01621 859993 or by writing to Us.

15.2 If You wish to contact Us in writing, or if a clause of these Terms and Conditions requires You to give GPR notice, You can send this to GPR by hand or by post to Geoff Page Racing, Unit 6, West Station Business Park, Spital Road, Maldon, Essex. CM9 6FF. GPR will confirm receipt of this by contacting You in writing at the postal address You provide.

16. Lien

16.1 GPR shall have a lien on Your Car and any other of Your assets in Our possession until all sums due to Us have been paid. After giving you 60 days notice GPR shall have the right to sell or dispose of Your Car or any other assets as Your agent and at Your expense and apply the proceeds towards the payment of the sums due to Us. Upon accounting to You for any balance remaining after payment or all payments due to GPR and costs of sale or disposal, GPR shall be discharged of all liability in respect of Your Car and other assets.

17. Privacy Notice

17.1 GPR obtains, records and holds information from clients, suppliers and other individuals and companies. This information could include details such as names, addresses, email addresses and telephone numbers. This information is only used for business purposes.

17.2 Personal information which is supplied to us may be used in a number of ways, for example:

- for insurance purposes
- for storage purposes
- for transportation purposes

17.3 We may share information with our insurance broker and insurer when insuring vehicles and other goods. We may share information with storage companies when arranging and undertaking storage of vehicles and other goods. We may share information with transportation companies when arranging the transportation of vehicles and other goods.

17.4 We will not disclose any information to any company outside GPR except in the three circumstances in 17.2, to help prevent fraud or if required to do so by the law. For further information on how information is used, how we maintain the security of information and rights to access information we hold please contact Pauline Fremaux on accounts@geoffpaceracing.com or call 01621 859993.

Miscellaneous

18.1 This agreement is between GPR and You. No other person shall have any rights to enforce any of its terms.

18.2 Only GPR may transfer its rights and obligations under these Terms and Conditions to another party. GPR will notify You if this happens but this will not affect Your rights or GPR obligations under these Terms and Conditions.

18.3 If GPR fail to insist that You perform any of your obligations under these Terms and Conditions, or if GPR do not enforce our rights against You, or if GPR delays in doing so, that will not mean that GPR have waived our rights against You and will not mean that you do not have to comply with those obligations. If GPR do waive a default by You, we will only do so in writing, and that will mean that GPR will automatically waive any later default by You.

18.4 Each clause of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them is unlawful, the remaining clauses will remain in full force and effect.

18.5 These Terms and Conditions shall be governed by English law and any dispute in connection with them or any claim You may bring against GPR (whether in contract or tort) shall be determined exclusively by the courts of England and Wales to whose jurisdiction we both hereby irrevocably submit.

Geoff Page Racing website

Welcome to the Geoff Page Racing website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which governs Geoff Page Racings' relationship with you in relation to this website.

If you disagree with any part of these terms and conditions, please do not use our website.

The term 'Geoff Page Racing' or 'us' or 'our' or 'we' refers to the owner of the website whose address is Unit 6 West Station Business Park, Spital Road, Maldon, Essex. CM9 6FF, UK. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and

materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- This website may also include links to third party websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

Cookie Laws

As of May 2012, All public websites will now have to demonstrate that they are taking steps to comply with new EU laws on the storage of personal data. All public websites will now have to demonstrate that they are taking steps to comply with new EU laws on the storage of personal data using cookies. Cookies are text files that sit on a user's device allowing a website to store information about the user or track their online behaviour. They are often used to remember a user's browsing session for example.