



# 2006 TERMS & CONDITIONS

1. These Terms and Conditions form an integral part of every contract in respect of the entry into the K1 Cup ("the Event") the use of the facilities and services that K1 Productions Limited ("K1") will provide either directly or indirectly and the signatory below ("The Customer"). Unless specific alterations or deletions are expressly agreed in writing on behalf of K1 these conditions shall apply in their entirety.
2. The K1 Cup Event consists of six separate events ("Rounds") on six different dates in 2007 at UK locations ("Venues").
3. The Customer will enter four individuals into the competition ("the Team"). Each Team member ("Driver") must participate in each Round of the Event. The Customer will provide a Team Manager for their Team who is not a Driver and is over the age of 18.
4. EQUIPMENT AND CLOTHING. K1 will supply Karting equipment for the Team and each Driver will be supplied with branded race overalls, race boots, racing gloves, approved crash helmet and race jacket. Each Team Manager will also be supplied with a Team Shirt & Jacket.
5. PRICE. The price is as per the Entry Form. In addition to the Price and as a condition of acceptance of entry to the Event, The Customer undertakes to make a donation to their nominated registered charity of not less than £10,000. Each Customer in the Event will choose a different charity to nominate. In the event that another Customer has already nominated the charity desired by the new Customer then the new Customer will chose an alternative registered charity to nominate.
6. PRICE VARIATION. K1 reserves the right to vary any contract price at any time to take account of any extra cost borne by K1 as a result of government legislation or EEC regulation.
7. CONTRACT PRICE. The Customer shall be liable for the full cost of the contract price as per the entry form of The Event as agreed at the time of completing the entry form for The Event and such payment shall be a condition of acceptance of entry in The Event.
8. METHOD OF PAYMENT. The Customer will pay by one of the following methods:
  - a) Payment in full – A cheque or bank transfer for the full agreed contract price will be payable upon receipt of our invoice at the terms agreed and as specified on the invoice. Entry to the competition cannot be guaranteed until cleared funds are with K1.
  - b) Instalments – K1 may agree to take full payment in up to three equal instalments and in these circumstances K1 will issue three separate invoices and The Customer will ensure that instalments are paid in accordance with the requirements as agreed.
9. CANCELLATION
  - a) No contract shall be cancelled by The Customer unless agreed by K1.
  - b) Any cancellation shall only be accepted in writing by K1 upon payment of a cancellation fee as follows:
    - i. More than 30 days before the first event Loss of 20% of the total price
    - ii. More than 14 days prior to the first event Loss of 50% of the total price
    - iii. Less than 14 days prior to the event Loss of 100% of the total price
  - c) The cancellation fee has been calculated to represent a reasonable assessment by K1 of the loss it will suffer as a result of the cancellation.
  - d) K1 reserves the right to cancel the Event. If the Event is cancelled by K1 then the Customer shall receive a refund equal to the contract price less 10%.
  - e) If any Round of the Event is cancelled K1 will take all reasonable steps to reschedule the cancelled Round.
7. POSTPONEMENT. K1 reserves the right to postpone the Event or any Round in the case of unforeseen circumstances however in these circumstances and where possible and practical K1 will take all reasonable steps to reschedule the postponed Event or Round at the earliest opportunity.
8. ABANDONMENT. K1 reserves the right to abandon an event in the case of dangerous track conditions or for any other reason beyond K1's control. In the event of Abandonment K1 will take all reasonable steps to rearrange the event.
9. AUTHORITY AT EACH EVENT. K1 agrees on its own behalf and on behalf of every Team and Driver:
  - a) That the opinion of K1 is final in regards of matters of safety
  - b) To comply with all requests or orders made by K1 or the Venues in respect of safety
  - c) To comply with all reasonable instructions given by K1 for any reason
  - d) K1 reserves the right to request any driver to leave the event in the absolute discretion of K1 and K1 shall be under no liability to The Customer or driver for any refund or damages
10. LIABILITY OF COMPANY FOR DAMAGE. K1 has no liability to The Customer or any driver (other than liability for death or personal injury of a driver resulting from K1's negligence) for any loss or damage of any nature howsoever caused arising out of or in connection with attendance at The Event to The Customer or driver or their property.
11. DRIVERS
  - a) All drivers who take part in the event shall be not less than 18 years of age
  - b) All drivers must never have held any form of racing license issued by a National Motorsport body
  - c) All drivers must not consume alcohol or be under the influence of alcohol or drugs before or at any time during the event
  - d) All drivers shall be required to sign a disclaimer at each event

Signed:		Position / Company		Date:	
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