

## **Terms & Conditions**

### **1. OVERVIEW OF THESE CONDITIONS**

You are required to read the provisions in this User Terms and Conditions (these “Conditions”) and agree to it as it relates to your use of the LPS Events Ltd services and platforms, including your purchase of items through our website and your use of all our social media channels (collectively, our “Services”).

You are also expected to print a copy of these Conditions for future reference and read all other policies and agreements established through the LPS Events Ltd website, including our Privacy Policy and Cookies Policy. In these Conditions, “<Business name>” or “we” or “us” or “our” refers to LPS Events Ltd and subsidiaries while “you” or “user” or “your” refers to anyone accessing our website and/or purchasing items through it.

Your use of our Services constitutes your acceptance of these Conditions. If, otherwise, you do not agree to be bound by provisions in these Conditions; you do not have our permission to use our Services, including accessing our website and purchasing from us.

### **2. MODIFICATIONS**

**2.1 Modifications to these Conditions:** LPS Events Ltd reserves the right, at our discretion or due to developments, to amend, change, review, or modify a portion or whole of these Conditions from time-to-time (with or without notice to you). If you will be notified of any modification, it will be communicated to you via your email address as submitted when you purchase from us or contact us. Also, any modification to these Conditions will take effect by posting the modified portion to this page and updating the Last Updated date above. You are obligated to frequently review these Conditions to watch out for modifications to it.

**2.2 Modification to our Services:** In like manner, we reserve the right to modify or change a portion of any of our Services, including without limitation, changing the prices of the items and modifying or introducing a feature on the website. If we change the price of any item, such a price will not affect you if you have already placed an order for such an item prior to the changes.

### **3. USER REPRESENTATIONS AND WARRANTIES**

By using our Services, you represent to us that:

1. You are of legal age (usually 18 in most countries) or that your use of our Services is with the help of a parent/legal guardian (if you are below the legal age of majority);
2. You are able to be bound by these Conditions;
3. Your use of our Services does not violate any relevant law or regulation of your location;
4. The information you have submitted or will submit regarding your order is or will be accurate and complete; and
5. Any review you send to LPS Events Ltd regarding your orders will be an honest review.

Furthermore, you warrant to us that we have the right to rely on the payment and shipping information you submitted or will submit and that we may also send you notices regarding your orders via your email address, including but not limited to, for surveys, reviews, and follow-up chats regarding the order.

You hereby agree that any agreement, notice, disclosure, or other communications that we send to you via electronic means will satisfy any legal communication requirements.

### **4. ORDERS AND PAYMENTS**

**4.1 Placing orders on the website:** To purchase an item on the website, you must provide certain personal information, including your shipping and billing information. Once you have provided all the necessary information, the order details, including the order number, will be made available to you. When you are issued with the order details, it does not mean we have accepted and processed your order. A notice of order approval will be forwarded to your email address if we approve the order. We reserve the right to cancel your order at any time if your payment obligation has not been met or you violate any provision under these Conditions.

By placing an order for any item via the website, you hereby agree to these Conditions and any other additional terms and conditions attached to that item.

**4.2 Pricing:** The items on the website are available in GBP (£) and are exclusive of the relevant Value Added Tax (VAT), shipping duties, and shipping fees. If you are to pay for shipping, it will be added to the price of the item upon checkout. The total fees for your order shall be listed in your order details, which includes VAT, shipping fees (if applicable), and shipping duties. However, this does not include the relevant payment method charges.

**4.3 Payments:** You may pay for any item using the available payment methods during order checkout. The supported payment methods include PayPal and Credit Cards such as MasterCard, and Visa. When you submit the relevant payment information, your payment method will immediately be charged after placing the order. By placing an order via the website and by submitting your payment information, you agree to be charged for the relevant charges as described in the order details. You also agree to our use of your payment information and other information we collect as described in our Privacy Policy.

## 5. ERRORS, OMISSIONS AND INACCURACIES

The information on the website may, on some occasions, contain errors, omissions, and inaccuracies in connection to the description of products, prices, charges, shipping details, and estimations. LPS Events Ltd reserves the right to correct such errors, omissions, and inaccuracies, and to update or change information or cancel and update your orders if there is any inaccurate information in your order without notice to you, including after you have placed your order with us.

## 6. REFUNDS & WITHDRAWING

Any person who wishes to withdraw from one of our events:

No refunds will be given once entered, for grounds of double booking, under training, medical conditions, illness or injury or any other reason. These terms will be implemented. We encourage you to consider the refund insurance when you sign up.

When you sign up to the race via the online entry provider, you will be offered a 3rd Party Insurance policy, which may cover a refund of 100% if you cannot race due to various reasons, please ensure you read their terms.

If you choose not to take this, the below rates are what you will receive in the case that you cannot race;

\*Please note the following deadlines prior to an event, which will be dealt with by the date stamp on your received email, we will not accept requests via social media;

- 60 days for a 75% account credit, this must be done using your [account with the entry provider] your credit can then be used for another event in the future
- 30 days for a 50% account credit, this must be done using your [account with the entry provider] your credit can then be used for another event in the future
- 14 days for transfer of your entry to another person, this must be done using your [account with the entry provider] a flat rate transfer fee applies to the new participant. The transfer must be completed by this deadline
- If you are unable to make the event due to injury we have extended the option to obtain 100% of your race entry fee (minus any transaction charges) to be credited to your account if you provide assistance in a voluntary role on the day. This way you can participate in the future and not lose your race fees.
- Places acquired from a credit due to transfer cannot be deferred or credited.

In all situations, please email [info@lpsevents.co.uk](mailto:info@lpsevents.co.uk) in relation to the policy.

Transaction fees and transfer fees are non-refundable in any situation and may be chargeable on any additional payments.

## 7. RESTRICTED ACTIVITIES

By using the website and Services, you agree to stay away from the following restricted activities:

- a. Purchasing items through the website for commercial purposes, including by reselling them;
- b. Attempting to disrupt or disrupting the operation of the website in order to disrupt the networks or servers connected to it;
- c. Interfering with our Intellectual Property (defined below) in any way that is not specified in these Conditions;
- d. Attempting to co-brand or frame the website and the contents available on it;
- e. Attempting to mislead or trick LPS Events Ltd in order to obtain sensitive or proprietary information;
- f. Making attempts to gain unauthorized access to any part of the website or trying to manipulate a price attached to any item; and/or
- g. Making use of the website in any way that is likely to damage, negatively impact, or disparage LPS Events Ltd.

## 8. PRIVACY POLICY

LPS Events Ltd cares about the information collected from you and your privacy. Any information you share with us when you place an order through the website, including shipping, payment, and other personal information are collected for specific purposes. The information you submit is governed by our Privacy Policy, which describes our processing activities regarding your information (data). By submitting information when you order through the website, you agree to how we process your information as described in our Privacy Policy.

## 9. INTELLECTUAL PROPERTY

The content available on the website ("Website Content"), including the logos and trademarks ("Marks"), are licensed to LPS Events Ltd and are subject copyright, trademark, and other intellectual property rights under the United Kingdom ("UK"), foreign laws, and international conventions. The Website Content include, but are not limited to, the source codes, database, website design, functionalities, videos, audios, texts, images, graphics, and items available on the website.

The logos, designs, page headers, names, script, graphic, button icons and footers are registered trademarks or common law trade dress of LPS Events Ltd in the UK and other parts of the world. The LPS Events Ltd trademarks and trade dress may not be used in combination with any other products, services, or goods in a manner that is likely to cause confusion. You do not also have our permission to copy, imitate, or use it without getting written approval from us.

LPS Events Ltd provides the Website Content to users on "AS IS" basis for information and personal use purposes. Users may not copy, reproduce, distribute, advertise, transmit, license, sell, or exploit it for any other purposes without seeking written consent from us.

#### 10. LIMITED LICENSE

Subject to your compliance with these Conditions, LPS Events Ltd hereby grants you a limited, non-transferable, non-exclusive, non-sublicensable license to use the website and the Website Content for your personal and non-commercial use only.

However, the license granted hereunder does not include: (i) the resale of any items purchased from us; (ii) the copying or downloading of our product listing, product description, and prices; (iii) the extraction of data through data-gathering and extraction tools such as bots and miners; and (iv) the removal or erasure of any Intellectual Property or Website Content available on the website or any of our platforms.

#### 11. SUBMISSIONS (REVIEWS)

We permit users to send us reviews regarding the purchases they made from us. Reviews are done via our social media pages and our email address. By sending us reviews, you agree that the moral rights you have over the review has been waived by you and that we may request for reviews from you via the email address you submitted on the order form regarding your review.

Also, by sending us reviews, you agree that the reviews you have sent will not be:

1. Inaccurate, false, or misleading;
  2. Reflective of a paid-for review;
  3. Copied from another website or infringe on any third party's copyright, trademark, privacy or other intellectual property rights;
- (iv) Offensive, threatening, racial, or libelous; or
- (v) Contain any computer worms, virus, or other computer programs that are able to damage the website, or any network connected to it.

#### 12. TERMINATION OF THESE CONDITIONS

LPS Events Ltd reserves the right to terminate these Conditions at any time for any reason, including for breach of the provisions in these Conditions or failure of the user to carry out their obligations.

Once these Conditions is terminated by us, any orders outstanding will be terminated/cancelled and the price paid to us refunded (if paid) – provided the item has not been delivered to the user.

#### 13. DISCLAIMER

ALTHOUGH WE ENSURE THAT THE WEBSITE AND OUR SERVICES ARE PROVIDED TO YOU WITH ACCURACY AND WITHOUT ERRORS; HOWEVER, WE CANNOT, AT ALL TIMES, GUARANTEE THESE. THEREFORE, THE WEBSITE, WEBSITE CONTENT, PRODUCTS, AND THE REST OF OUR SERVICES ARE PROVIDED ON "AS-IS" AND "AS AVAILABLE" BASIS. LPS Events Ltd DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, THE ITEMS, AND WEBSITE CONTENT IN TERMS OF AVAILABILITY, ACCURACY, RELIABILITY, CURRENTNESS, COMPLETENESS, FUNCTIONALITY, AND INTENDED PURPOSE. WE FURTHER DO NOT REPRESENT OR WARRANT THAT THE WEBSITE AND OUR SERVICES WILL ALWAYS BE WITHOUT ERRORS, BE UNINTERRUPTED OR THAT IT WILL MEET YOUR EXPECTATIONS.

THE TOTAL RISK AS TO THE QUALITY AND FUNCTIONALITIES OF THE WEBSITE IS WITH YOU. FOR THE AVOIDANCE OF DOUBT, LPS EVENTS LTD AT THIS MOMENT, DISCLAIM ALL WARRANTIES (EXPRESS OR IMPLIED), INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

#### 14. LIMITATION OF LIABILITY

ON NO CIRCUMSTANCES SHALL LPS EVENTS LTD BE LIABLE TO YOU OR ANY THIRD PARTY FOR (I) ANY LOSS OR DAMAGES YOU MAY SUFFER DUE TO BREACHES THAT WERE NOT CAUSED BY US, (II) ANY LOSS OF PROFIT, REVENUE, DATA, GOODWILL OR OTHER BUSINESS LOSSES, (III) INDIRECT OR CONSEQUENTIAL LOSSES THAT WE OR YOU WAS NOT ABLE TO FORESEE WHEN YOU STARTED USING OUR SERVICES.

FURTHERMORE, LPS EVENTS LTD SHALL NOT BE LIABLE FOR ANY FAILURE OF DELAY TO PERFORM OUR OBLIGATIONS AS DESCRIBED UNDER THESE CONDITIONS IF SUCH FAILURE OR DELAY IS AS A RESULT OF CIRCUMSTANCES WHICH ARE BEYOND OUR REASONABLE CONTROL SUCH AS SEVERE

WEATHER CONDITIONS, INTERNET BREAKDOWNS, WAR, ACTS OF GOD, GOVERNMENT EMBARGO, AND WEBSITE MAINTENANCE. HOWEVER, THIS DOES NOT AFFECT YOUR LEGAL RIGHTS REGARDING THE RIGHT TO RECEIVE YOUR ORDERED ITEMS OR GET A REFUND WHERE APPLICABLE.

#### 15. INDEMNITY

By purchasing through the website, you hereby release, discharge, hold harmless, defend and indemnify LPS Events Ltd and affiliates from and against any loss, damages, expenses, claims, and demands arising from or relating to any breach of these Conditions, including but not limited to, breaches arising from your use of the Website Content, your use of our Services, and your representations and warranties.

#### 16. GOVERNING LAW AND JURISDICTION

These Conditions and any dispute arising out of your use of the website and our Services shall be governed by the English law. You hereby submit to the courts in the United Kingdom as the jurisdiction.

#### 17. ENTIRE AGREEMENT

These Conditions represent the entire agreement and understanding between you and us, and it supersedes all previous communications and agreements between us both (whether oral or written) in relation to your use of our Services.

#### 18. ASSIGNMENT

- You may not assign your rights and obligations under these Conditions to a third party without our written consent.
- We, on the other hand, reserves the right to assign our rights and obligations hereunder to contractors and subcontractors to carry out tasks on our behalf.

#### 19. SEVERABILITY

If any provision under these Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such an invalid or unenforceable provision shall be severed and shall not affect the validity and enforceability of the other valid and enforceable provisions.

#### 20. WAIVER

A failure to exercise or enforce our right at a point upon your breach of these Conditions does not subsequently waive our right to exercise or enforce such right on similar or other breaches.

#### 21. ELECTRONIC COMMUNICATION

Your use of our Services and the transfer of messages via email constitute electronic communications between us both. For contractual purposes, you hereby agree that all notices, agreements, policies and communications provided to you electronically satisfy any legal requirement that such communications be in writing unless the law specifically requires other forms of communication.

#### 22. INFORMATION ABOUT US

The website and our Services are controlled and maintained by LPS Events Ltd located at 8 Ernle Road, Calne, Wiltshire, SN11 9BT