

## **TERMS AND CONDITIONS**

These terms and conditions (the “Terms and Conditions”) govern the use of pjmotorsport.com (the “Site”). This Site is owned and operated by PJ Motorsport Ltd. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

### **Intellectual Property**

All content published and made available on our Site is the property of PJ Motorsport Ltd and the Site’s creators. This included, but is not limited to, images, text, logos, downloadable files and anything that contributes to the composition of our Site.

### **Acceptable Use**

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes and not to:

- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent
- Post any material that may be deemed inappropriate or offensive

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

### **Sale of Goods and Services**

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on our Site:

- Engine parts
- Engine builds

We are under a legal duty to supply goods that match the description of the good(s) you order on our Site.

The following services are available on our Site:

- Engine tuning

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of

the good and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **Third Party Goods and Services**

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

### **Payments**

We accept the following payment methods on our site:

- Credit/debit card
- PayPal

When you provide us with your payment instrument, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Condition, we reserve the right to cancel or reverse your transaction.

### **Shipping and Delivery**

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- Royal Mail 1<sup>st</sup> Class
- Royal Mail 1<sup>st</sup> Class Signed For
- Royal Mail Special Delivery Next Day Guaranteed by 1pm
- DHL Next Day
- International Courier (ie, Parcelforce, DPD, etc)

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and Bank Holidays.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

If you purchase goods from us for delivery to a destination outside the United Kingdom your purchase may be subject to import duties and taxes applied by the destination country. You are responsible for paying such duties and taxes. Please contact your local customs office for more information before making a purchase. We are not responsible for the payment of any such duties or taxes and are not liable for any failure by you to pay them.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

### **Right to Cancel and Receive Reimbursement**

If you are a customer living in the United Kingdom or the European Union, you have the right to cancel your contract to purchase goods and services from us within 14 days without giving notice. The cancellation period:

- Will end 14 days from the date of purchase when you purchased a service;
- Will end 14 days from when you receive, or someone you nominate receives, the goods when you purchased good(s) in one order that are all delivered together;
- Will end 14 days from when you receive, or someone you nominate receives the last good when you purchased in one order that are delivered separately, or;
- Will end 14 days from when you receive, or someone you nominate receives, the first good when you purchased goods that will be regularly delivered during a defined period of time.

To exercise your right to cancel, you must inform us of your decision to cancel within the cancellation period. To cancel, contact us by email at: [pjmpcltd@aol.com](mailto:pjmpcltd@aol.com) or by post at Unit 8 Newcross Industrial Estate, Brickheath Road, Wolverhampton, WV1 2RZ. You may use a copy of the *Cancellation Form* found at the end of these Terms and Conditions, but you are not required to do so.

The right to cancel does not apply to:

- Custom or personalized goods;
- Goods that will deteriorate or expire rapidly;
- Services that the customer has requested for the purpose of carrying out urgent repairs or maintenance;
- Accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities, if the contract includes a specific date or period of performance.

### **Effects of Cancellation**

If you cancel your contract with us and goods have already been sent to you, then you must return the goods to us as soon as possible after informing us of your decision to cancel. You will be responsible for the cost of returning the goods. We will not be responsible for any damage or loss to the goods that occurs before they are returned to us, including while the goods are in transit.

If you cancel your contract with us, we will reimburse to you all payments we received from you under the contract, including the costs of delivery, except for any supplementary charges resulting from your choice of a delivery type other than the least expensive type of standard delivery that we offer. Please note that we are permitted by law to reduce your reimbursement to reflect any reduction in the value of the goods that was caused by handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

We will provide reimbursement without undue delay and no later than the earlier of 14 days after we receive back from you any goods supplied or 14 days after you provide proof that you have returned the goods. If no goods were supplied, then we will provide the reimbursement no later than 14 days after the day we were informed of your decision to cancel.

If you requested the performance of services begin during the cancellation period, you are required to pay us an amount which is in proportion to what has been performed until you have communicated to us your decision to cancel this contract. We will reimburse to you any amount you have paid above this proportionate payment.

We will make the reimbursement using the same form of payment as you used for the initial purchase, unless you have expressly agreed otherwise. You will not incur any fees because of the reimbursement.

The right to cancel and to reimbursement is not affected by any return or refund policy we may have.

### **Refunds**

#### **Refunds for Goods**

Refund requests must be made within 14 days after receipt of your goods.

We accept refund requests for goods sold on our Site for any of the following reasons:

- Goods are broken;
- Goods do not match description;
- Goods are the wrong size;

Refunds do not apply to the following goods:

- Tuning services
- Engine builds/rebuilds

### **Returns**

Returns can be made in person to PJ Motorsport Ltd.

Returns can be made by mail. Items returned by mail be securely packed and returned by tracked postage.

### **Consumer Protection Law**

Where the *Sal of Goods Act 1979*, the *Consumer Rights Act 2015* or any other consumer protection legislation in your jurisdiction applied and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

### **Links to Other Websites**

Our site may contain links to third party websites or services that we do not own or control. We are not responsible for the content, policies or practices of any third part website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third-party websites before using these sites.

### **Limit of Liability**

PJ Motorsport Ltd and our directors, officers, agents, employees, subsidiaries and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from the use of the Site.

### **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless PJ Motorsport Ltd and our directors, officers, agents, employees, subsidiaries and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

### **Applicable Law**

These Terms and Conditions are governed by the law of the Country of England.

**Dispute Resolution**

Subject to any exceptions specified in these Terms and Conditions, if you and PJ Motorsport Ltd are unable to resolve any dispute through informal discussion, then you and PJ Motorsport Ltd agree to submit the issue before a mediator. The decision of the mediator will not be binding. Any mediator must be a neutral party acceptable to both you and PJ Motorsport Ltd. The costs of any mediation will be shared equally between you and PJ Motorsport Ltd.

Notwithstanding any other provision in these Terms and Conditions, you and PJ Motorsport Ltd agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

**Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

**Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

**Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

Telephone: 01902 862882 (international +44 1902 862882)

Email: [pjmpcltd@aol.com](mailto:pjmpcltd@aol.com)

Address: Unit 8 Newcross Industrial Estate, Brickheath Road, Wolverhampton, WV1 2RZ, UK

**Cancellation Form**

If you wish to cancel your contract of sale with us, you may use this form and email or post it back to us at the address below:

PJ Motorsport Ltd, Unit 8 Newcross Industrial Estate, Brickheath Road, Wolverhampton, WV1 2RZ

Email: [pjmpcltd@aol.com](mailto:pjmpcltd@aol.com)

I hereby give notice that I cancel my contract of sale of the following goods or services:

.....  
.....

Ordered on ..... Received on .....

Customer name .....

Customer address .....

Signature (only required if you are returning a hard copy of this form):

..... Date .....

