



Fantastic Racing (SA)

t/a Black Chrome
Quarries 1

Corporate Park North
Fantastic Racing
Roan Crescent
Midrand

Tel: +27 (0)82 462 8097
+ 27 (0) 72 623 2315

Email:
fantasticracing@iafrica.com
marklauth@gmail.com

www.fantasticracing.com

- 1. Definitions**
 - 1.1 "Client" means the company, person or organisation buying or agreeing to buy products and/or services from the Seller. Client also includes prospective clients to whom the Seller has addressed proposals or quotations.
 - 1.2 "Seller" means Fantastic Racing t/a Black Chrome Quarries Corporate Park North, Roan Crescent, Midrand, as well as all associated and group companies.
 - 1.3 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
 - 1.4 "Price" means the price the Client has agreed to pay for the hire of goods and the supply of services described in the Event Agreement excluding V.A.T.
- 2. Conditions applicable**
 - 2.1 This agreement applies to this sale by the Seller to the Client to the exclusion of all other terms and conditions including any terms or conditions which the Client may purport to apply under any purchase order confirmation of order or similar document.
 - 2.2 Placing your order means acceptance of this agreement.
 - 2.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
 - 2.4 If any provision of these conditions is held by any competent authority or Court to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of these provisions in question shall not be affected.
- 3. Price and Payment**
 - 3.1 The Price shall be the price stipulated in the Event Agreement. The Price is exclusive of V.A.T. (where applicable) which shall be the rate ruling on the date of the Seller's invoice.
 - 3.2 Payment of the Price shall be 100% on confirmation of the event as described in the Event Agreement. Where there is a variance between the payment terms documented in this clause 3.2 and those documented in the Event Agreement the payment terms in the Event Agreement shall prevail.
 - 3.3 Interest on overdue invoices shall accrue from the date payment becomes due at the prime interest rate charged by Standard Bank Limited from time to time. Where payment is late Fantastic Racing (SA) (Pty) Ltd reserves the right to impose an administration charge of R1,000 plus all Attorneys costs incurred in the collection of overdue payments.
 - 3.4 Quotations and proposals are only valid in writing and for the period they state. If not stated the period is 30 days from the date the quotation or proposal was written.
 - 3.5 Any claim cannot exceed the value of the invoice.
- 4. Damage Guarantee**
 - 4.1 The Client accepts full responsibility for any Crash Damage caused to the vehicle(s) on or off track.
 - 4.2 The Client's responsibility extends to cover all those permitted to have access to the car(s) individually or as a group.
 - 4.3 Client's guarantee is that
 - 4.3.1 Any crash damage caused will be paid for in full; and
 - 4.3.2 Client is to be held fully responsible under this guarantee until all charges and liabilities in restoring the car(s) to race ready condition are met.
- 5. Intellectual Property**
 - 5.1 The copyright in the material contained in all proposals and or quotations or any other information between the Seller and the Client belongs to Fantastic Racing (Pty) Ltd. All rights are reserved. None of this material may be reproduced or distributed or used without the Seller's express permission in writing.
- 6. Liability**
 - 6.1 The Seller accepts no liability for any property loss or damage, death or personal injury. Each driver will be required to attend the driver and safety briefing and sign a general release and waiver prior to attending the event.
 - 6.2 The Seller shall not be liable to the Client for or be deemed to be in breach of the Booking Form by reason of any delay in performing or failure to perform any of the Sellers obligations in relation to the Booking Form if the delay or failure was due to any cause beyond the Seller's reasonable control and in particular (but without prejudice to the generality of the foregoing).
 - 6.2.1 Weather.
 - 6.2.2 Acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any government, local or other duly constitutional authority.
 - 6.2.4 The Seller shall not be liable to the Client for a) indirect or consequential loss or damage (whether for loss of profit or otherwise) costs, b) loss of business profits, c) damage remedied by the seller in reasonable time, c) loss avoidable by the client taking reasonable measures e) all items excluded from the Warranty by "force majeure" expenses or other claims for consequential compensation whatsoever which arises (whether through the Sellers negligence or otherwise) out of or in connection with the supply; installation; use; dismantling; or removal of the goods and or the service description referred to in the Booking Form.
- 7. Force Majeure**
 - 7.1 The Seller is not liable for failure to meet the requirements of the Booking Form or Delivery Schedule where failure is caused by circumstances beyond the reasonable control of the Seller examples include strikes, government or regulatory action, natural disasters and supplier/ transport/ production problems.
- 8. Cancellation**
 - 8.1 The client shall not be entitled to cancel any Booking Form save on terms that the client shall pay to the Seller as follows:
 - 8.2 In the case of cancellation more than four weeks prior to the dates referred to in the Booking Form one half of the Price as the liquidated damages plus all costs contracted by the Seller in the performance to date of the Booking Form.
 - 8.3 In the case of cancellation less than four weeks prior to the date referred to in the Event Agreement the Price as the liquidated damages.
- 9. Confidentiality**
 - 9.1 Each party must treat all information received from the other marked "confidential" or reasonably obvious to be confidential as it would treat its own confidential information.
- 10. Your obligations as a Client** - You are responsible for:
 - 10.1 Own hosting costs off track such as (but not limited to) food and beverages.
 - 10.2 Providing to the Seller with all reasonable courtesy, information, cooperation, facilities and access to enable the Seller to perform duties failing which the Seller shall not be obliged to perform any service or assistance.
 - 10.3 Ensuring the security and return of all equipment, vehicles and accessories supplied in accordance with the Booking Form. All such items not returned or returned damaged will be charged to the client at replacement cost.
 - 10.4 All participants must show their driving license to Fantastic Racing staff upon arrival in order to take part in the event.
- 11. Jurisdiction**
 - 11.1 These terms and conditions are governed by the laws of the Republic of South Africa and the parties submit to the jurisdiction of the Magistrates' court.
- 12. Miscellaneous**
 - 12.1 If any part of the Agreement is found to be invalid or unenforceable by the court the rest is unaffected. Fantastic Racing (Pty) Ltd may subcontract its obligations to a competent third party otherwise neither party may assign or transfer any obligations or rights.
 - 12.1 All notices must be in writing (by hand, email, fax or post deemed delivered 72 hours after posting) and sent to the registered