



## LEGAL INFORMATION

### ACCEPTANCE OF TERMS

Your access to and use of CF Motorsport ("the Website") is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website.

### DEFINITIONS

1. "Buyer" means the individual or organisation who buys or agrees to buy the Goods from the Seller;
2. "Consumer" shall have the meaning as described in section 12 of the Unfair Contract Terms.
3. "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
4. "Goods" means the articles that the Buyer agrees to buy from the Seller;
5. "Seller" means CF Motorsport., Unit 3D Hilton Business Park, Hilton, Derbyshire, DE65 5FJ "Terms and 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.

### CONDITIONS

1. Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
2. These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
3. Payment of Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
4. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

### CHANGES TO WEBSITE

CF Motorsport reserves the right to:

1. change or remove (temporarily or permanently) the Website or any part of it without notice and you confirm that CF Motorsport shall not be liable to you for any such change or removal; and
2. change these Terms and Conditions at any time, and your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

### ORDERING

1. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.
2. When making an order through the Website, the technical steps the Buyer needs to take to complete the order process are as follows. During the payment process the Buyer will be prompted for two addresses. The Buyer must enter the full address of the cardholder (this address is the one that appears on your credit card statements), and then optionally the delivery address if different. The cardholders address must match with the card issuers records or we regret that we cannot accept payment. This ensures that the credit card details may only be used by the Buyer.

### RIGHTS OF SELLER

1. The Seller reserves the right to adjust the price and specification of any item on the Website at its discretion.
2. The Seller reserves the right to withdraw any goods from the Website at any time.
3. The Seller shall not be liable to anyone for withdrawing any Goods from the Website or for refusing to process an order.

### LIMITATION OF LIABILITY

1. Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.
2. Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Sellers agents or employees.

### WAIVER

No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

*CF Motorsport  
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Tel: 07792 875178*



**FORCE MAJEURE**

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, shortage or unavailability of Goods, and the Seller shall be entitled to a reasonable extension of its obligations.

**SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

**CHANGES TO TERMS AND CONDITIONS**

The Seller shall be entitled to alter these Terms and Conditions at any time, but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

**GOVERNING LAW AND JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

**CONTACTING US**

If you need to contact us, please email [info@cfmotorsport.co.uk](mailto:info@cfmotorsport.co.uk) alternatively, you can call on:

**Tel: 07792 875178** or write to us at Unit 3D Hilton Business Park, Hilton, Derbyshire, DE65 5FJ

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