

2011/12 TERMS AND CONDITIONS FOR ANNUAL MEMBERSHIP (KART OWNER)

Al Ain Raceway will allow Kart Club members (but no other person unless authorised in writing by the storage member) the exclusive use of one or more storage bay(s) within the kart storage facility for the housing of their own personal kart(s) and tools in accordance with specified payment terms and these Terms and Conditions.

Access Hours

Al Ain Raceway will permit access to the storage bay (for loading/unloading only) within normal operating hours by prior arrangement. Members must call in advance to check availability.

Commencement Date

The contract will be deemed active once payment has been received by Al Ain Raceway. If payment is by cheque this may result in a delay whilst awaiting payment clearance. The start date (and expiry date) will be recorded on the Membership Form.

Renewal/Termination Date

Basic membership is valid for one season only and must be renewed before the commencement of the following season. The effective season commences 01/09/11 and concludes 31/08/12.

For annual storage, the renewal deadline will be 12 months from the date of last payment.

For monthly storage, the renewal deadline will be 28 days from the date of the last payment.

If membership is to be terminated, any items being stored must be removed by the end of office hours on the day stated in the Membership Form. Failure to do so will incur a daily charge of AED 100 which must be paid in full before items will be released.

Silver, Gold and Platinum members who terminate membership but wish to continue to compete in AARKC events during the year of termination will be liable for AED 300 basic membership fee.

If contents are not removed a 30 day notice period will be given (which will be charged at the daily rate) to remove any items from the storage bay and to pay any amount due to Al Ain Raceway.

If after 30 days from the date of notice the outstanding balance has not been paid any items stored within the bay will become the property of Al Ain Raceway. Al Ain Raceway reserves the right to remove/sell or dispose of some or all of the goods without further notice. The cost of the sale or disposal will be charged to the Kart Club member. The proceeds of any sale will be credited to the account.

Security

It is the member's responsibility to ensure that their bay is secured at all times. Padlocks (and key) will be supplied to Silver Kart Club members and above. Al Ain Raceway strongly recommend that keys are not copied and bear no responsibility for lost or stolen keys. A replacement padlock (and key) can be issued but this will incur a charge of AED 100.

Insurance

Please note that we do not insure any items that are stored on site at Al Ain Raceway and therefore the owner should make arrangements to cover items against all risks to the full value.

Al Ain Raceway shall not be liable for any loss or damage of any item stored unless such loss or damage has arisen as a result of negligence on the part of Al Ain Raceway or its employees.

Members MUST NOT (and anyone authorised by a member MUST NOT):

- store food or perishable goods (unless securely packed so it is protected from and does not attract vermin)
- store fuel (fuel tanks should be drained before being stored)
- store any property belonging to a third party without written consent from said party.
- carry out mechanical work of any kind in or around the bay, kart storage area and workshop.
- attach anything to the internal or external surfaces of the unit or make any alteration to the bay.
- leave anything in or obstruct any passageway.
- exceed the maximum storage weight of 250 kilos.

Members MUST (and anyone authorised by a member MUST):

- use reasonable care when in the storage area, with the property of Al Ain Raceway or any other storage bay users or other persons on the site.
- inform us of any damage or defect to the bay as soon as you become aware of it.
- comply with the reasonable directions of any of our employees and any further regulations for the usage and safety and security of the storage bay, which we may issue from time to time.
- securely and properly pack items stored so as not to cause damage or injury to the property of Al Ain Raceway or any other goods being stored.

Owner Driver Practice

Weekly sessions will be allocated at the discretion of Al Ain Raceway according to circuit scheduling and availability. Kart Club members will enjoy a reduced rate on these sessions. Silver Kart Club members will benefit from one free practice session a week throughout the year. Please note that these cannot be "rolled over" and any extra sessions will be charged at member rate. Gold and Platinum members can take part in any scheduled session at no extra charge.

Platinum members

For clarification:

Basic engine service includes full carburettor clean, throttle cable clean and service, power valve service.

Full engine service includes basic engine service as well as clutch service and exhaust service.

Full kart service includes tracking check and wheel alignment, chain/sprocket alignment, tension and lube, brake service, full nut and bolt check, axle inspection and bearings cleaned/lubed.

General

Only the named card holder will be eligible for the discount benefits applicable to Gold and Platinum Membership. Such purchases must not be made for, or in connection with, any financial gain and/or must not result in any financial gain to you or any third party.

Commercial use or resale of ANY consumables is strictly prohibited (including but not limited to karts, engines, spare parts, merchandise, race wear, food/drink, kart sessions).

Credit Allowance for Silver, Gold and Platinum membership is redeemable only on kart parts and servicing. Members will be billed at the beginning of each month for purchases made during the previous month. Payments are due within 28 days of the billing date. Any previous balance carried forward to the next billing cycle will incur an additional late fee equal to 1% of the total amount. If you receive a bill and are unable to pay it on time you will be expected to contact AAR directly to discuss arrangements for payment.

Accounts not cleared within 2 months will be subject to a further charge equal to 5% of the total balance and services usually provided during this period will be restricted/suspended. Members are not permitted to remove karts from AAR premises if any outstanding monies are due.

The Membership Card is to be used by the authorised signatory only and is not transferable. Each member will be issued a membership card which will remain the property of Al Ain Raceway. On termination of membership this card must be returned. Members must present the membership card on each visit to Al Ain Raceway before using any of the facilities. Loss of any membership card must be reported immediately. An administration charge of AED 100 per replacement card applies.

Al Ain Raceway may suspend or cancel membership if a Kart Club member is in breach of any of the terms and conditions, or in the event of any abusive, dangerous or unacceptable behaviour. The misuse of the membership card qualifies as a sanctionable violation whereby the card will be disqualified and privileges revoked. In this case, no refund will be given and a fine may be imposed.

Race mechanics will be available for hire on race days and practice days on a first come first served basis. These are not included in any membership package.

The final text of these Terms and Conditions shall be the English version which will be used, should any dispute arise as to their interpretation.