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## ADVERTISING TERMS OF SALE

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### BACKGROUND:

These Terms of Sale set out the terms under which Paid Ads are sold by Us to customers through this website, [www.motorsport-ads.co.uk](http://www.motorsport-ads.co.uk) ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before purchasing and submitting a Paid Ad. You will be required to read and accept these Terms of Sale when completing your purchase. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to purchase and submit a Paid Ad to Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

### 1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Advertiser"</b>	means a User that posts a Paid Ad on Our Site;
<b>"Ad Confirmation"</b>	means Our acceptance and confirmation of your purchase of a Paid Ad;
<b>"Ad ID"</b>	means the reference number for your Paid Ad;
<b>"Contract"</b>	means a contract for the purchase of a Paid Ad, as explained in Clause 6;
<b>"Paid Ad"</b>	means a premium advertisement posted on Our Site by an Advertiser, in exchange for a fee, providing details of the item or service offered by the Advertiser;
<b>"User"</b>	means a user of Our Site; and
<b>"We/Us/Our"</b>	means Counterclockwise Creative Limited, a company registered in Scotland under SC370593, whose registered address is 2 Barefoots Avenue, Eyemouth, Berwickshire, TD14 5JH and using the trading style of Motorsport Ads

### 2. Information About Us

2.1 Our Site, [www.motorsport-ads.co.uk](http://www.motorsport-ads.co.uk), is owned and operated by Counterclockwise Creative Limited, a company registered in Scotland under SC370593, whose registered address is 2 Barefoots Avenue, Eyemouth, Berwickshire, TD14 5JH and using the trading style of Motorsport Ads [Our VAT number is GB229311425.

### 3. Access to and Use of Our Site

3.1 Access to Our Site is free of charge.

3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.

- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 3.4 Use of Our Site is subject to Our Website Terms of Use <https://www.motorsport-ads.co.uk/terms/>. Please ensure that you have read them carefully and that you understand them.

#### **4. Business and Consumer Customers**

- 4.1 These Terms of Sale apply to both business and consumer customers.
- 4.2 If you are a business customer, these Terms of Sale constitute the entire agreement between Us and you with respect to your purchase of Paid Ads from Us. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in these Terms of Sale and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

#### **5. Paid Ads, Pricing and Availability**

- 5.1 We may from time to time change Our pricing. Changes in price will not affect any Paid Ad that you have already purchased but will apply to any new Paid Ad.
- 5.2 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order for a Paid Ad that you have already placed (please note sub-Clause 5.5 regarding VAT, however).
- 5.3 All prices are checked by Us before We accept your order for a Paid Ad. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your order, We will simply charge you the lower amount and continue processing your order. If the correct price is higher, We will give you the option to purchase the Paid Ad at the correct price or to cancel your order. We will not proceed with processing your order in this case until you respond. If We do not receive a response from you within 30 days, We will treat your order as cancelled and notify you of this in writing.
- 5.4 If We discover an error in the price of your Paid Ad after your order is processed, We will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform you of such an error and you do wish to cancel the Contract, please refer to sub-Clause 12.4.
- 5.5 Prices on Our Site are shown inclusive of VAT. If the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

#### **6. Orders – How Contracts Are Formed**

- 6.1 Our Site will guide you through the process of purchasing a Paid Ad. Before completing your order, you will be given the opportunity to review it and amend it. Please ensure that you have checked your order carefully before

submitting it.

- 6.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, we will contact you to ask to correct it. If you do not give Us the accurate or complete information within a reasonable time of Our request, we will cancel your order and treat the Contract as being at an end. We will not be responsible for any delay in the completion of the transaction or in the appearance of your Paid Ad on Our Site that results from you providing incorrect or incomplete information.
- 6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Paid Ad constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you an Ad Confirmation by email. Only once we have sent you an Ad Confirmation will there be a legally binding Contract between Us and you.
- 6.4 Ad Confirmations shall contain the following information:
  - 6.4.1 Your Ad ID;
  - 6.4.2 Confirmation of the Paid Ad purchased including full details of the main characteristics of Our services and the details included in your Paid Ad;
  - 6.4.3 Fully itemised pricing for your Paid Ad including, where appropriate, taxes, and other additional charges;
  - 6.4.4 The period of time for which your Paid Ad will be available on Our Site.
- 6.5 In the unlikely event that We do not accept or cannot fulfil your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you.
- 6.6 Any refunds due under this Clause 6 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 6.7 Refunds under this Clause 6 will be made using the same payment method that you used when purchasing your Paid Ad.

## 7. **Payment**

- 7.1 Payment for Paid Ads must always be made in advance. Your chosen payment method will be charged when We process your order and send you an Ad Confirmation.
- 7.2 Payments due must be made in full, without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).
- 7.3 We accept the following methods of payment on Our Site:
  - 7.3.1 Payment by credit card using the Stripe payment gateway;
  - 7.3.2 Orders on account for trade advertisers.
- 7.4 If you do not make any payment due to Us on time, We will not make your Paid Ad available on Our site.
- 7.5 If you believe that We have charged you an incorrect amount, please contact Us at [accounts@motorsport-ads.co.uk](mailto:accounts@motorsport-ads.co.uk) as soon as reasonably possible to let Us know.

## 8. **Paid Ads**

- 8.1 You agree that you will be solely responsible for your Paid Ad and its content. We accept no responsibility for the content of Paid Ads. Specifically, you agree, represent, and warrant that you have the right to submit the Paid Ad, that all the information in the Paid Ad is accurate and truthful, that all such information will be kept accurate and up-to-date, that no personal data will be included that you do not have the right to include, and that the Paid Ad will comply with Our Acceptable Usage Policy, detailed below in Clause 9.
- 8.2 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 8.1. You will be responsible for any loss or damage suffered by Us as a result of such a breach.
- 8.3 You (or your licensors, as appropriate) retain ownership of the content of your Paid Ad and all intellectual property rights subsisting therein. By submitting a Paid Ad, you grant Us an unconditional, non-exclusive, fully transferrable, royalty-free, perpetual, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform, and sub-licence that Paid Ad for the purposes of operating and promoting Our Site.
- 8.4 Your Paid Ad will be made available on Our Site immediately when We send you an Ad Confirmation and will continue to be available for the period stated in the Ad Confirmation or until the Contract is otherwise ended.
- 8.5 In some limited circumstances, We may need to suspend the availability of Paid Ads for reasons including, but not limited to, fixing technical problems on Our Site. If your Paid Ad is suspended for such reasons, We will inform you in advance of the suspension whenever possible, explaining why it is necessary.
- 8.6 If you wish to remove your Paid Ad from Our Site, you may do so by logging into your account and removing the advert there. Removing a Paid Ad also revokes the licence granted to Us to use that Paid Ad under sub-Clause 8.3. Please note, however, that caching or references to your Paid Ad may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control). Removing a Paid Ad before its expiry under this sub-Clause 8.6 will not entitle you to any refund, as per sub-Clause 11.1, and you will remain free to reactivate your Paid Ad up until the expiry date. For details of other cancellation rights, please refer to Clauses 11 and 12.
- 8.7 We are not responsible for the content or accuracy of, or for any opinions, views, or values expressed in Paid Ads. Any such opinions, views, or values are those of the relevant Advertiser, and do not reflect Our opinions, views, or values in any way. We have no control over, nor any involvement in, Paid Ads, and We accept no responsibility for any actions taken, or for any products or services provided by, any Advertiser.

## 9. **Acceptable Usage Policy**

- 9.1 When submitting a Paid Ad, you must not submit or otherwise do anything that:
- 9.1.1 is obscene, deliberately offensive, hateful, or otherwise inflammatory;
  - 9.1.2 promotes violence;

- 9.1.3 promotes or assists in any form of unlawful activity;
  - 9.1.4 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation, or age;
  - 9.1.5 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
  - 9.1.6 is calculated or is otherwise likely to deceive (including any unsubstantiated or unsupported claims or comparisons concerning the subject matter of a Paid Ad or any other advertisement or Advertiser on Our Site);
  - 9.1.7 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;
  - 9.1.8 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 9.1);
  - 9.1.9 implies any form of affiliation with Us where none exists;
  - 9.1.10 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyrights, patents, trade marks, and database rights) of any other party; or
  - 9.1.11 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 9.2 We reserve the right to suspend or terminate your Paid Ad and your access to Our Site if you materially breach the provisions of this Clause 9. No refunds will be given in the event of such suspension or termination. In addition, We may take one or more of the following actions:
- 9.2.1 issue you with a written warning;
  - 9.2.2 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
  - 9.2.3 take further legal action against you as appropriate;
  - 9.2.4 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
  - 9.2.5 any other actions which We deem reasonably appropriate (and lawful).
- 9.3 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms of Sale.

## 10. **Problems with Our Service and Consumers' Legal Rights**

- 10.1 We will provide Our service to you with reasonable care and skill, consistent with best practices and standards in Our market, and in accordance with any and all information provided by Us about Our services and about Us. We always use reasonable endeavours to ensure that Our services are trouble-free. If, however, there is a problem with your Paid Ad or with any other aspect of Our services, please contact Us as soon as is reasonably possible via telephone or email. We will use reasonable endeavours to remedy

problems as quickly as is reasonably possible and practical.

- 10.2 If you are a consumer, you have certain legal rights if you purchase services and problems arise. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.

## 11. **Ending the Contract**

- 11.1 You may cancel the Contract and remove your Paid Ad at any time, however subject to Clause 12 (outlining your rights to cancel arising due to something done by Us), We cannot offer any refunds and the Contract will end.
- 11.2 If you purchase a Paid Ad by mistake, please inform Us within 24 hours, and We will cancel the purchase, remove your Paid Ad, and issue a full refund. If you do not inform Us within 24 hours, We will not be able to offer any refund and your Paid Ad will remain available (unless you remove it) until its expiry.
- 11.3 Please note that consumers will not be eligible for a 14-day cancellation or “cooling-off” period as Our service (i.e. the hosting of your Paid Ad) begins immediately upon the formation of the Contract. You will be required to expressly acknowledge this during the order process.
- 11.4 If you wish to exercise your right to cancel under this Clause 11, you may inform Us of your cancellation in any way you wish, however for your convenience We offer a cancellation form on Our Site via your control panel and will include it with the Ad Confirmation. Cancellation by email or by post is effective from the date on which you send Us your message. If you would prefer to contact Us directly to cancel, please use the following details:
- 11.4.1 Telephone: 01368 864786;
- 11.4.2 Email: [ads@motorsport-ads.co.uk](mailto:ads@motorsport-ads.co.uk);
- In each case, providing Us with your name, address, email address, telephone number, and Ad ID.
- 11.5 Refunds under this Clause 11 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel.
- 11.6 Refunds under this Clause 11 will be made using the same payment method that you used when purchasing your Paid Ad.

## 12. **Ending the Contract Because of Something We Have Done (or Will Do)**

- 12.1 You may end the Contract at any time if We have informed you of a forthcoming change to Our services, or to these Terms of Sale that you do not agree to. If the change is set to take effect or apply to you before the expiry date of your Paid Ad, We will issue you with a pro-rated refund equal to the time remaining on your Paid Ad. If the change will not take effect or apply to you until the expiry date of your Paid Ad, the Contract will end on the expiry date and no refund will be due.
- 12.2 If We have suspended availability of your Paid Ad for more than seven days, or We have informed you that We are going to suspend availability for more than seven days, you may end the Contract immediately, as described in sub-Clause 8.5. If you end the Contract for this reason, We will issue you with a pro rata refund.

- 12.3 If an event outside of Our reasonable control occurs [and continues for more than seven days, you may end the Contract immediately. See sub-Clause 14.2.6 for more information. If you end the Contract for this reason, We will issue you with a partial refund.
- 12.4 If We inform you of an error in the price of your Paid Ad and you wish to end the Contract as a result, you may end it immediately. If you end the Contract for this reason, We will issue you with a full refund.
- 12.5 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation. For details of your legal rights, if you are a consumer, please refer to your local Citizens Advice Bureau or Trading Standards Office.
- 12.6 If you wish to exercise your right to cancel under this Clause 12, you may inform Us of your cancellation in any way you wish, however for your convenience We offer a cancellation form on Our Site <https://www.motorsport-ads.co.uk/cancel/> and will include it with the Ad Confirmation. If you would prefer to contact Us directly to cancel, please use the following details:
- 12.6.1 Telephone: 01368 864786;
- 12.6.2 Email: [ads@motorsport-ads.co.uk](mailto:ads@motorsport-ads.co.uk);
- In each case, providing Us with your name, address, email address, telephone number, and Ad ID.
- 12.7 [We may ask you why you have chosen to cancel and may use any answers you provide to improve Our services, however please note that you are under no obligation to provide any details if you do not wish to.]
- 12.8 Refunds under this Clause 12 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel.
- 12.9 Refunds under this Clause 12 will be made using the same payment method that you used when purchasing your Paid Ad [unless you specifically request that We make a refund using a different method].

### 13. **Our Liability**

- 13.1 If you are a consumer, We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Sale (or the Contract) or as a result of Our negligence. Loss or Damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 13.2 If you are a business, subject to sub-Clause 13.4, We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and Us.
- 13.3 If you are a business, subject to sub-Clause 13.4, Our total liability to you for all other losses arising out of or in connection with any contract between you and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be either £100.00 or 50% of the total sums paid by you under the contract in question, whichever is the greater sum.
- 13.4 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death

or personal injury caused by Our negligence (including that of Our employees, agents, or sub-contractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

- 13.5 In particular, nothing in these Terms of Sale seeks to limit consumers' legal rights. If you are a consumer, more information about your legal rights can be obtained from your local Citizens Advice Bureau or Trading Standards Office.

#### 14. **Events Outside of Our Control (Force Majeure)**

- 14.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual, or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 14.2 If any event described under this Clause 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
- 14.2.1 We will inform you as soon as is reasonably possible;
- 14.2.2 We will take all reasonable steps to minimise the delay;
- 14.2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- 14.2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability as necessary;
- 14.2.5 If the event outside of Our control continues for more than seven days we will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 14 calendar days of the date on which the Contract is cancelled and will be made using the same payment method that you used when purchasing your Paid Ad [unless you specifically request that We make a refund using a different method];
- 14.2.6 If an event outside of Our control occurs and you wish to cancel the Contract as a result, you may do so as described in sub-Clause 12.3.

#### 15. **Contacting Us**

- 15.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 01368 864786, by email at [ads@motorsport-ads.co.uk](mailto:ads@motorsport-ads.co.uk).
- 15.2 For matters relating to Paid Ads, please contact Us by telephone at 01368 864786, by email at [ads@motorsport-ads.co.uk](mailto:ads@motorsport-ads.co.uk).
- 15.3 For matters relating to cancellations, please contact Us by telephone at 01368 864786, by email at [ads@motorsport-ads.co.uk](mailto:ads@motorsport-ads.co.uk) or refer to the relevant



Clauses above for further information.

**16. Complaints and Feedback**

16.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

16.2 If you wish to give Us feedback on any aspect of your dealings with Us, please contact Us in one of the following ways:

16.2.1 Telephone: 01368 864786;

16.2.2 Email: [complaints@motorsport-ads.co.uk](mailto:complaints@motorsport-ads.co.uk);

**17. How We Use Your Personal Information (Data Protection)**

We will only use your personal information as set out in Our Privacy Policy, available from <https://www.motorsport-ads.co.uk/privacy/>

**18. Other Important Terms**

18.1 We may transfer (assign) Our obligations and rights hereunder to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights hereunder will not be affected and Our obligations hereunder will be transferred to the third party who will remain bound by them.

18.2 You may not transfer (assign) your obligations and rights hereunder without Our express written permission.

18.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.

18.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid, or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

18.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.

18.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Paid Ad, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them (also see sub-Clause 12.1 above).

**19. Law and Jurisdiction**

19.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, Scottish law.

- 19.2 If you are a consumer, any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 19.3 If you are a business, any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of Scotland.