

General Terms and Conditions

Effective Date: 8th July 2025

1. Introduction

1.1 These Terms and Conditions (“Terms”) govern your use of the website operated by Track North Ltd (“we,” “us,” “our”), a company registered in England and Wales.

1.2 By accessing or using our website www.tracknorth.co.uk (“Website”), purchasing our services, or engaging with us in any way, you agree to be bound by these Terms. If you do not agree, you must not use our Website.

2. Use of the Website

2.1 You must be at least 18 years old to use our Website.

2.2 You agree not to:

- Use the Website in any unlawful manner or in breach of any applicable law.
- Copy, modify, or distribute Website content without our prior written consent.
- Attempt to gain unauthorised access to our systems or data.

2.3 We reserve the right to suspend, restrict, or terminate access to the Website at our discretion if you breach these Terms.

3. Intellectual Property Rights

3.1 All content, logos, graphics, designs, text, software, and materials available on the Website are owned by or licensed to Track North Ltd and protected by UK and international copyright, trademark, and intellectual property laws.

3.2 You may use the Website for personal or internal business use only. Any reproduction or redistribution without written permission is strictly prohibited.

4. Services and Products

4.1 Descriptions of our services are provided on the Website and/or via written proposals. We take reasonable care to ensure accuracy, but we do not warrant that all descriptions are error-free.

4.2 We reserve the right to update, amend, or withdraw services at any time.

5. Payment Terms

5.1 All prices are quoted in GBP (£) and exclusive of VAT unless otherwise stated.

5.2 Payment must be made in accordance with the following terms:

- Services purchased via the Website must be paid in full at the time of order.
- Payment is due within 30 days of the invoice date unless otherwise agreed in writing.
- For all services provided a 50% of the total order amount will be required as a deposit before the services commence unless otherwise agreed in writing. Any outstanding balance is due immediately upon completion of the work.
- Payments can be made by bank transfer or other methods we specify.

5.3 Late Payment:

- If payment is not received by the due date, we may charge interest on overdue sums at a rate of 5% per annum above the Bank of England base rate, accruing daily until payment is made.
- We reserve the right to suspend or terminate services until outstanding amounts are paid in full.

6. Cancellations and Refunds

6.1 Cancellations must be requested in writing. Refunds are only granted at our discretion if work has not commenced.

7. Subscriptions and Recurring Services

7.1 Where services are provided on a subscription basis, fees will be collected on the agreed billing cycle dates.

7.2 Subscriptions will automatically renew unless cancelled with at least 30 days' written notice before the renewal date.

8. Data Protection and Privacy

8.1 We process personal data in accordance with the UK GDPR and Data Protection Act 2018.

8.2 Please refer to our Privacy Policy and Cookies Policy, which form part of these Terms.

9. Limitation of Liability

9.1 Nothing in these Terms excludes liability for death or personal injury caused by negligence, fraud, or any matter which cannot be excluded under law.

9.2 To the fullest extent permitted by law:

- We exclude all implied warranties or conditions regarding the Website and services.
- We shall not be liable for any indirect, incidental, special, or consequential loss, including loss of profits, business interruption, or data.
- Our total liability in respect of any claim shall not exceed the total amount paid by you for the relevant services.

10. Indemnity

You agree to indemnify and hold harmless Track North Ltd, its directors, employees, and affiliates against any claims, liabilities, damages, costs, or expenses arising from your misuse of the Website or breach of these Terms.

11. Force Majeure

We shall not be liable for any delay or failure to perform our obligations caused by circumstances beyond our reasonable control, including (but not limited to) natural disasters, strikes, power outages, internet failures, or government restrictions.

12. Governing Law

These Terms and any dispute or claim arising from them shall be governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

13. Changes to These Terms

We may amend these Terms from time to time. The latest version will always be available on the Website. Continued use of our Website or services after changes are posted constitutes acceptance of those changes.