

Kartright Speedway Club Constitution (LR: 07 Dec 2012)

1. Name & Ownership

1.1. The name of the club shall be “Kartright Speedway” and is hereafter referred to as “The Club”.

1.2. The Club is solely owned by Kartright (PTE) LTD and the company shall be referred to as “The Management”.

2. Place of Business

2.1. The place of business shall be at 511 Upper Jurong Road #01-05, Singapore 638366.

3. The Clubhouse

3.1. The Clubhouse and its amenities will be located at 511 Upper Jurong Road #01-05. The Club may own, take on lease or otherwise acquire such buildings and land in addition to or in substitution for the Clubhouse, other buildings and land.

4. The Track

4.1. The detailed plan of land area used by the Club for its Karting services and referred to herein as “the track” will be maintained by The Management. The Club may own or operate other motorsports facilities in addition to or in substitution for the course.

5. Property

5.1. The property of the Club will consist of items owned wholly by the Club.

6. Club Vision

6.1. The Club targets to provide karting, clubhouse facilities and other forms of recreation and amenities for its member.

7. Membership

7.1. All membership applicants are required to read through the Club Constitution, Indemnity (refer to point 8), all Terms & Conditions and Club rules that apply for its services & facilities.

7.2. All membership applicants are required to produce the necessary identification documents, i.e. IC, Student Card, passport and etc.

7.3. Being a membership applicant, one is deemed to have understood and accepted to be bound by the Club Constitution, Indemnity, all Terms & Conditions and Club rules.

7.4. The Management shall have the authority at any time to restrict the number of members from time to time to review such restriction and for this purpose, may order that all applications for membership be held in abeyance.

- 7.5. The Management reserves the right to reject any membership applications with the fees refunded without any explanation.
- 7.6. Successful applicants may use all club services & facilities according to their entitlement, subjected to paying all dues and relevant fees that apply.
- 7.7. Each member may only hold one membership at any one time.
- 7.8. All applicants and members are responsible for providing The Club with their updated contact information.
- 7.9. A member whom is uncontactable by The Club due to failing to comply with point 7.8 after 3 months, will be subjected to appropriate actions deemed by the management.
- 7.10. All memberships are strictly non-transferrable.
- 7.11. Membership will be available in the following categories:
- A. Pit Pass (For individuals with Personal Race Kart only)
 - B. Corporate (One (1) Registered Company)
 - C. Adult (Individual aged 18years old & above)
 - D. Junior (Individual aged 10 – 17 years old)
 - E. Term Adult (Tourist/Foreigner/All others without a pink or blue IC, Individual aged 18years old & above)
 - F. Term Junior (Tourist/Foreigner/All others without a pink or blue IC, Individual aged 10 - 17years old & above)
- 7.12. Pit Pass Members
- 7.12.1. A Pit pass member will be allowed to drive their personal / shared Race kart on the track upon payment of all required fees.
 - 7.12.2. A Pit pass member must be properly attired with CIK recommended racing suit, helmet, racing shoes, racing gloves in order to drive.
 - 7.12.3. A Pit pass member may use the Kart storage services upon payment of all required fees.
 - 7.12.4. A Pit pass member will also be entitled to the benefits & services of an Adult member (refer to point 7.13).
- 7.13. Corporate Members
- 7.13.1. A Corporate member will be entitled to conduct a private event according to the stated rates, availability, all terms and conditions and Club rules that apply.

7.14. Adult and Term Adult Members

- 7.14.1. Adult and Term Adult Members are entitled to purchase services provided by Kartright according to its stated rates and if their age and other requirements are met, if any.
- 7.14.2. Adult and Term Adult Members above the age of 21 years old, may bring in a maximum of 10 guests per visit per day.

7.15. Junior and Term Junior Members

- 7.15.1. Junior and Term Junior Members are entitled to purchase services provided by Kartright according to its stated rates and if their age and other requirements are met.
- 7.15.2. Junior and Term Junior Members are not allowed to bring in any guests.
- 7.15.3. Junior and Term Junior Members will be automatically upgraded to an Adult member once he / she reach the legal age of 18 years old, subjected to the validity of his / her membership.
- 7.15.4. Junior and Term Junior Members must be accompanied by a guardian or parent in order to purchase and take a Kart ride.

8. Indemnity Terms

All members agree and accept the Indemnity Terms listed by Kartright Speedway for using its services / facilities as follows:

- 8.1. A member is fully aware that there are risks, dangers and hazards inherent in participating in or observing Karting.
- 8.2. Should a member, at the time of any event organised by Kartright Speedway, be suffering from any disability and/or illness, whether permanent or temporary, that is likely to affect the normal control of his or her Kart, may NOT take part in any Karting activities unless such disability and/or illness are declared to the event organiser or the Kartright Speedway official and have following such declaration been granted permission to participate.
- 8.3. A member shall release, waive, discharge, hold harmless and indemnify Kartright Speedway from any and all claims or actions for any injury or death to himself / herself, their driver(s), mechanic(s) and/or any person(s) and any loss or damage to any property which may arise out of or in connection with any entry or my taking part in any Karting event or Kart practice sessions, regardless of how that injury, death, damage or loss occurs, even if (by way of example) it happens as a result of:

8.3.1. The negligence or recklessness of someone else (including Kartright Speedway official).

8.3.2. The design, construction, condition, adequacy or suitability of the Karts, tracks, equipment, land, buildings, carparks, paths, landscaped areas or other facilities at the Karting premises.

8.3.3. Any omission, inadequacy or error in any (a) training or instructions that I am or anyone else is given, or (b) in any rules or regulations made or procedures adopted by Kartright Speedway.

8.4. A member also accepts liability for and will indemnify Kartright Speedway against any claims or actions for any injury or death to any person(s) and any loss or damage to property which arises out of his / her negligence or recklessness while they are at the Karting premises.

8.5. A member further undertakes not to make any claim or demand whatsoever against Kartright Speedway and/or any of the participants in and in respect of any Karting events organised by Kartright Speedway.

9. Joining Fees, Storage Fees and other chargeable fees

9.1. Joining Fees and all chargeable fees for the usage of services and facilities will be determined by Kartright Speedway and be published at its premises.

9.2. All fees are subjected for review from time to time by Kartright Speedway, with or without prior notice.

9.3. All Pit pass members with Kart Storage at Kartright Speedway, are required to submit their credit card authorization form with valid credit card details for all relevant kart storage fees.

9.4. In the event where a Pit pass member fails to pay kart storage fees for 60 days or more, regardless of his / her reasons, or in the case where uncontactable, the management reserves the right to confiscate the relevant Kart of the member without notice.

9.5. Each member shall keep their account in credit and not indebted to Kartright Speedway, or The Management, or The Club in amount, to enter or take part in any Club competition or races conducted at the Club.

9.6. The Management reserves the right to confiscate the property of a member should they fail to pay for the losses or damages incurred as compensation. The member shall also be liable for the balance amount, if any after the sales of their property. The sold value of the property shall be deemed by The Management.

10. Race Karts

10.1. All race karts for Junior level and above must be CIK homologated in order to be driven at the track.

11. Services and Facilities

11.1. The Management reserves the right to refuse any member or guest, from using its facilities or services should any terms and conditions and / or Club rules / requirements be violated or not fulfilled, and / or due to safety reasons / operational concerns.

11.2. Consumption of alcoholic drinks will not be allowed before or during driving. Any member or guest whom are suspected or determined to have consumed alcoholic drinks, will not be allowed to drive or carry on driving without any refund.

11.3. Smoking will not be allowed within the premises of Kartright Speedway in adherence to the law of Singapore.

11.4. Consumption and serving of alcoholic drinks is strictly forbidden within the club premises.

11.5. The Management reserves the right to refuse admission of any persons who are non-members without explanation.

11.6. The Management reserves the right to restrict, cease or confiscate any recording equipment should they be used without the approval by The Management.

11.7. The Management reserves the right to cancel, delay or resume any driving, race or event in the event of inclement weather or due to any other safety or operational reason at its own discretion without explanation.

11.8. Services / rides / tickets sold to members are not to be resold or transferred, any violation or breaching of this condition will result in the service / ride / ticket being void and nullified. The involved member will be subjected to appropriate disciplinary actions.

12. Cessation of Membership

12.1. Any member who wishes to terminate their membership, will be required to inform the club in writing with a notice of 3 working days and shall be liable and responsible for any outstanding dues to the club.

12.2. Kartright Speedway reserves the right to revoke any membership immediately without advance notice should there be any violation of the law of Singapore, all terms and conditions, Club rules, The Constitution and abusive or misconduct acts performed in the club or with its employee or official.

12.3. Should any member be in the opinion of The Management acting in any way prejudicial / against the interest of the Club or its members, or break any Rule or Article of this Constitution, the management may revoke or cease the membership of the member immediately without notice and / or explanation.

12.4. Any member who fails to place his account in credit within seven (7) days after notice from The Management, Kartright Speedway shall give him a notice stating that unless his account be placed in credit within a further period of seven (7) days, his name will be posted on the Club Notice Board as a Defaulter and his rights and privileges as a member will be suspended until such arrears are made good.

12.5. Any member who fails to place his account in credit after his name has been posted as a Defaulter, shall have his / her membership revoked by the management but without the prejudice to the right of the Club to recover all monies due by him to the Club.

13. Safeguarding of Property

13.1. Any members or guests causing loss of or damage to club property shall be liable and responsible to make good such loss or damage. Members are responsible to report all damages caused to club property the soonest possible to The Management. A member will be held responsible in the case where a guest is involved.

13.2. No member or guest shall take away any Club property unless permission has been granted by The Management.

14. Members

14.1. All members are responsible for understanding, familiarizing and complying with the Constitution, Terms & Conditions and Club rules of the club. Ignorance of the Constitution, Terms & Conditions and Club rules will not be accepted as an excuse for non-compliance by The Management.

14.2. The Management reserves the right to revoke, suspend or terminate members who fail to comply with the Constitution, Terms & Conditions and Club rules with or without notice.

15. Privileges

15.1. All members are entitled to enjoy the available club services / facilities provided for members, according to the entitlement and validity of their membership.

15.2. All members and guests do not have any right to interfere in The Management's business and operating decisions.

16. Guests

16.1. Guests will only be allowed to be signed in by a registered member above the age of 21 years old.

16.2. A registered member above the age of 21 years old will need to sign and undertake the indemnity form (refer to point 8) of his / her guests whom are under the age of 18 years old.

- 16.3. Guests above the age of 18years old will be required to complete, agree and undertake the indemnity form before they could purchase a Fun Kart Rental ride
- 16.4. Guests will be allowed to purchase entitled services provided by the club accordingly to its stated guest fees
- 16.5. Members will be responsible for the behavior and safety of their guests within the club premises at all times.
- 16.6. Members will be held liable and responsible for all equipment damages incurred by their guests (ie: damages on Fun Karts, Gym equipments & etc).
- 16.7. Members will be held responsible for any losses of or damages caused to the facilities, Karts and equipment of the Club by their guests.
- 16.8. The Management reserves the right to cease or refuse selling any services to guests without stating them.

17. Alterations, Additions and Interpretation

17.1. The Management reserves the right to alter, amend or to add in additional clause in the Constitution, all terms & conditions and Club rules by updating it at the premises and at the website, with or without prior notice.

~~17.2. The interpretation of the Constitution, all terms & conditions and Club rules determined by The Management shall be final.~~

18. Rules of Karting

18.1. The rules of Karting adopted shall be similar to the CIK regulations.

19. Disclaimer and Losses

19.1. The Club and its management will not be held responsible or liable for any losses or damages of personal property of members or guests.

19.2. Members and their guests take part in Club activities and use Club facilities entirely at their own risk. The Club shall not be responsible for the death of or injury to any member or guest caused by direct or indirect participation in Club activities or otherwise by any means whatsoever. Members and guests shall indemnify the Club from all actions, claims, costs or demands made against the Club by any person, firm or company arising out of or from any death, personal injury, damage or loss caused by that member or his guest in using the facilities or services of the Club.

19.3. All members and guests are strongly advised to effect proper insurance and indemnity coverage for themselves.