



Messerschmitt Owners' Club

Club Handbook

January 2023

Please Note: Parts of this Handbook are currently under revision.
The revision process is expected to take around 12 months to complete.
Further information can be obtained by contacting the Company Secretary at the
Registered Office (see below) or by email (moc.companysecretary@gmail.com)

Messerschmitt Owners' Club Limited is a Company Limited by Guarantee
and registered in England and Wales with Company Number 5416245.
Registered Office: 48 Coombe Park Road, Binley, Coventry CV3 2NX.
The Company's VAT Registration Number is 512497156

History & Current Structure

The Messerschmitt Owners' Club has an unbroken history stretching back to 1956, in the days when our members were able to buy new Messerschmitts and use them as daily transport. Formed largely for social purposes around regular meets and a magazine, the club's ethos gradually changed after the cars went out of production in 1964 and spare parts supply started to become a problem.

In the early 1970's, a small group of members lent money to the Club enabling it to buy engine spares that were about to be scrapped by Sachs. From this small beginning the Partsmart service grew under the guidance of Les Tilbury and later Helga Bonner, until we have reached the point that there are very few parts that the Club cannot supply to its members immediately. Work continues behind the scenes to remanufacture parts or obtain suitable substitute parts from proprietary sources. Many important parts have been improved to take advantage of developments in technology over the last 50 years. A good example of this is the crankshaft for the Sachs 200 engine which is re-manufactured using a steel con-rod with needle roller small end bearing to replace the original aluminium rod with plain small end bush. This gives enhanced service life and reliability without affecting the look or driving characteristics of the engine.

In 2005, the MOC became a limited company. MOC Ltd is a company whose liabilities are limited by guarantee. That means that the maximum liability of each member is £1. Previously there was no limit to the club's liability. This situation could have meant that if a successful legal claim were made against the club, which was beyond the scope of our insurance, the members would have been jointly liable for any debts. This put all members' personal assets at risk. This was not thought to have been a concern in the past, but in today's compensation culture the risk of personal loss is much more significant.

A company that is limited by guarantee does not issue shares, so there are no shareholders. This means that there are no shares to be bought or sold. The members own the company and cannot transfer ownership elsewhere, so there is no danger of another organisation or individual 'taking over' the club.

As there are no shares it is not possible to distribute any 'profits' by paying dividends. Any 'profits' from trading remain invested in the club for the future benefit of all members.

The club currently has four Directors, but there is no limit on this number. The club has to hold an Annual General Meeting at which all full members will be able to vote on who the directors are to be in future. The names and addresses of the current directors are published in the club magazine 'Kabinews'.

What can I expect as an MOC member?

You will receive our magazine, *Kabinews*, which is published regularly, (currently bi-monthly), and mailed throughout the world. It can be emailed to you for a reduced subscription instead of being posted. Every edition includes many interesting articles, fully illustrated with good quality pictures will help you with your restoration or just keep you up to date with what others are doing. There is also an Events page and contact details for Directors and Club Officers.

You will have access to *Partsmart*, our spare parts service with world-wide distribution. Updates on spare parts are included in every edition of *Kabinews*.

We also organise an annual rally, usually held over a 2-3 day period in July. This is a chance to meet other members, view their cars, buy parts and drive the cars to interesting locations.

As an MOC member, you might just enjoy the social contact and monthly magazine, but you will also have the opportunity to help with the organisation of the Club - we are always looking for people to organise publicity, social events, parts transport, and parts' procurement. You may have specialist skills to offer and we can assure you of a warm welcome.

Parts' Supply – Questions & Answers

What parts can members buy?

The MOC's main aim is to supply only its members with all parts for the KR200 that are subject to wear. Some rarely needed body panels are missing from the range but, if required, it is usually possible for you to commission these rare parts from specialist manufacturers. A limited range of 'wear parts' is also stocked for the very rare KR175 and TG500 models.

The parts that are available are listed in Kabinews and are also shown in the Partsmart pages of the Club's website (www.messerschmitt.co.uk). The Partsmart pages of the MOC website also contains information and photos of parts and incorporates a search facility to help you find the part that you are looking for.

Parts manuals are also available from our Partsmart service in reprinted factory format booklets. They are reasonably priced and useful to have as a reference, particularly during restoration work.

Whilst we try to keep pricing and availability information up to date this is not always possible.

There will be occasions when we are temporarily unable to supply some parts. This can happen when we run out of stock and have been unable to restock quickly enough. Members need to appreciate that, increasingly, the Club has to commission the manufacture of parts itself or order parts that other suppliers, such as the Messerschmitt Club Deutschland (MCD), have commissioned. To keep the cost per unit as low as possible we may need to delay ordering parts until both the MOC and MCD are in a position to order reasonable quantities. Time to make or re-commission tooling can also lead to delays in obtaining parts.

If a part that you need is temporarily unavailable the Partsmart Team will tell you and ask if you want to be put on a waiting list for the part. They will then contact you when supplies arrive and confirm what needs to be paid for it. Often we will not be able to determine the price we have to charge you until parts are in stock.

It can be very frustrating if you cannot get hold of a part that is vital to make your car driveable but we all need to be realistic and consider that most of our cars are over 50 years old and are not being driven daily, particularly during the winter. We can all help ourselves by thinking about that winter overhaul, determining what parts will be needed and getting them ordered at the beginning of the winter rather than 2 weeks before the rally you want to do. Similarly, if you are going to restore a car work out what bits you'll need at the start and get them ordered.

Why do you need to be a member to buy parts?

This is a requirement from our insurers and is also necessary to maintain the Club's present tax status.

Where can I buy parts for my Messerschmitt?

MOC does not have a shop. Parts are usually sent by post but can also be ordered for collection at our annual rally in July, usually at a discount to reflect the savings from the avoidance of postage and packaging. Some parts that are unsuitable to be posted (e.g. domes and windscreens) must be collected from The Partsmart Centre or, alternatively, arrangements can be made in advance for them to be collected at the annual rally. The parts that are 'collect only' are shown with an asterisk after the parts number in the parts list that is published in Kabinews.

How can I identify the part that I need?

Our parts system uses the factory part numbers for all parts except the engine. Engine parts use the illustration number from the Sachs parts catalogue. You need both the engine and body parts manuals to identify what you need. These are available for free download on our website at www.messerschmitt.co.uk, (just click on the 'downloads' section), and can be printed out on your home printer. If you do not have internet access, try your local library or school. The manuals are the key to identifying everything and also provide a useful guide for how the car is assembled. Also the Partsmart pages of the website include photos of most parts, as well as information about usage or fitting.

Parts manuals are also available from our Partsmart service in reprinted factory format booklets. They are reasonably priced and useful to have as a reference, particularly during restoration work.

How do I order parts?

By email – You can send an email to mocpartsmart@googlemail.com requesting the parts that you want and asking the Club to confirm availability and prices. Please quote the relevant part numbers, the name of the part and the quantity required as well as your chosen method of payment. The Partsmart Team then checks the availability of each part and then arranges to email you an invoice that will show which parts can be supplied and the cost, including postage and packing. If you have selected to pay by PayPal you will receive a PayPal invoice by email. When the payment is received in the Club's bank account the parts will be despatched by the Partsmart Team. We prefer it if you set up your PayPal account to draw funds from your credit card rather than from your current account as this provides for payments to be received by the Club immediately, thus allowing your order to be despatched without delay.

By fax – Send a fax to 0044 (0) 1823 490922 requesting the parts that you want and asking the Club to confirm availability and prices. Please quote the relevant part numbers, the name of the part and the quantity required as well as your chosen method of payment. To make it easier for you and the Partsmart Manager please use the 'Partsmart Order Form', which can be download from the MOC website.

By Post – Write to The Partsmart Manager at the address given in *Kabinews* stating what parts you need. To make it easier for you and the Partsmart Manager please use the 'Partsmart Order Form', which can be download from the MOC website.

The Partsmart Manager then checks the availability of each part and then arranges to post back an invoice that will show which parts can be supplied and the cost, including postage and packing. Then you simply arrange to pay by the method of your choice. It helps if you quote the invoice number when sending payment.

By phone – Call the Partsmart Manager on 0044 7541 197243 (mobile) or 0044 (0) 1934 742194 (Partsmart Centre) to discuss what you need and make arrangements for payment and delivery/collection (calls to the Partsmart Centre are answered on a part-time basis). If your call is not answered please leave a message giving your name, phone number and country and you will be called back as soon as possible

When should I expect a response from my initial enquiry to buy parts?

We aim to respond to you within 10 working days. The Partsmart Team will deal with the order but please bear in mind that the team is small and part-time so there may be times when due to other commitments (travel to source parts or holiday) a response may be delayed. The Club's Directors monitor the email traffic to the mocpartsmart@googlemail.com address and will try to contact you to explain why there is a delay of more than 10 days, should this occur.

Can I have the parts sent to me - anywhere in the world?

MOC can deliver by post or courier throughout the world. The prices shown in the parts list are quoted in pounds sterling and exclude UK Value Added Tax (VAT) and shipping costs. Partsmart will quote a total price for each order, including VAT, where applicable, and shipping if required. The club has to pay VAT on sales to all European Community residents. Remember, if you are a non-EC resident you may have to pay import duty to the tax authorities in your country.

What do I do if the part that I need is not on the list?

Contact the Partsmart Manager to tell him what you need as he holds a limited stock of used parts available to members only. Additionally, we need to know what demand there is for parts that we do not currently offer so that we can assess the feasibility of remanufacture.

What happens to the money from subscriptions and spare parts?

The subscription income mostly covers the cost of production and distribution of *Kabinews* our club magazine. The spare parts income covers the cost of Insurance, Storage, Telephone, Office equipment, transport, and sales commission to the Partsmart Manager. There is a small profit element that is used to invest in new spare parts projects. Therefore, all profits are re-invested and do not go to any private individual.

What do I do if the parts delivered to me are faulty?

In any manufacturing process there is a possibility that some quality defects can occur and this is especially true of the low volume hand-made components that we need to keep our Messerschmitts going.

MOC Partsmart is not a commercial business but relies on the goodwill of many volunteers. For many of our parts, we rely on the suppliers, and volunteers to test the components. In almost every case, there is little or no profit in the manufacture of these parts; it is done by enthusiasts, for enthusiasts. When there is a quality claim, we often have little recourse to the original supplier. This is especially so when the parts were supplied to us some years previously. When we have to replace defective parts, the cost of doing so is borne by all members. We do allow a small element of profit, (typically 5%), in our price calculation to cover such losses but with components such as this we often eliminate even that margin to keep prices low. This is in compliance with our *Articles of Association* that supports parts supplies to keep the maximum number of Messerschmitts in roadworthy condition. That we have so few claims for defective parts is a credit to the volunteer engineers that spend hours of their free time developing new parts and tooling.

Most of us drive common cars and have some experience of making a warranty claim. Normally the supplier insists on fitting the parts themselves and gives a limited guarantee that can be up to one year from purchase or a specified mileage. If the part fails during the warranty period it is often replaced free of charge. However, when the elapsed time is more than one year, the supplier has no obligation to replace the part. When we do have an apparent quality defect, the supplier will want to know that the part is fitted correctly. We cannot have any control on how components are fitted and it would clearly be very expensive to have an independent Engineer's report to establish the cause of failure. We will always need you to help us establish the cause of any failure.

Members should expect to find their parts purchases readily usable and free of major defects. To help us with tracing defects, please keep the invoice and do not dismantle or modify the part, as it is then impossible to investigate any defect. Normally, faulty parts are replaced from stock. Any defects should be reported in a timely manner. This is especially difficult for some members restoring a car over a period of many months or perhaps even years! It is quite unreasonable to return parts bought more than one year previously and expect something to be done about it. Nevertheless, we need to know when something has gone wrong and remember, much of the work for investigating defects is done by volunteers. To keep this good service, and reasonable prices, there will be times when we ask for your patience and understanding.

Objectives of the Club

The objectives of the club are set out in the *Memorandum of Association* of MOC Ltd, which is lodged with Companies House. The objectives read as follows:

The **objects** of the Club shall be to promote, foster, develop and organise the preservation, restoration, promotion and use of Messerschmitt and FMR vehicles in the United Kingdom and to liaise with other microcar related bodies (national and international) to further such objects but not otherwise, namely :-

1. to acquire and take over all and/or any part of the assets and liabilities of the present unincorporated body known as Messerschmitt Owners Club;
2. to further interest in, knowledge of, and ensure the preservation and restoration of Messerschmitt / FMR vehicles and to pool experience with, and information on, Messerschmitt and/or FMR vehicles;
3. to promote the use of Messerschmitt / FMR vehicles and to preserve the good name of the Club by encouraging pride in ownership and public goodwill;
4. to promote interest in, and enthusiasm for, Messerschmitt / FMR vehicles;
5. to create and promote by publicity and education an informed and interested public opinion on the value and importance of Messerschmitt and/or FMR vehicles in any context;
6. to ensure a satisfactory stock and continuing supply of spare parts for Messerschmitt / FMR vehicles;
7. to put members in touch with each other and to provide members with information, advice and assistance on all matters relating to Messerschmitt / FMR vehicles, their maintenance, repair, restoration and history;
8. to organise (or assist in the organisation of) events (charitable or otherwise) to promote the Messerschmitt / FMR marque (including the holding of an annual International Rally), meetings and social events internationally, nationally and locally;
9. to encourage contact between Messerschmitt / FMR owners and to develop and maintain links with other Messerschmitt and/or FMR Clubs with the aim of establishing fraternal links with Messerschmitt owners Internationally;
10. to be involved in the interest protection and preservation of Messerschmitt / FMR vehicles and their drivers from any source;
11. to be a member of and co-operate with all such bodies, organisations and associations particular to the Messerschmitt / FMR class of vehicles;
12. to promote, assist and support (or oppose) any administrative or legislative measure which in the opinion of the Board may be calculated to improve (or restrict) the use, attraction or availability of the Messerschmitt / FMR class of vehicles;
13. to arrange with any person or undertaking or organisation for the provision of contractual arrangements for the members of the Club in respect of insurances or any other contract connected with Messerschmitt and/or FMR vehicles and/or the activities of the Club;
14. to do such things as the directors consider to be in the best interests of the Club; and
15. to do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

Rules of the Club

Please Note: This section of the Handbook is in particular need of revision because it currently includes some contradictions and inaccuracies. A process of revision is underway, and the intention is to update the document so that it accurately reflects the current position, and incorporates decisions made at AGMs since the Club's Incorporation at Companies House. So, for example, a decision was made at an AGM to cease offering Life Membership: however, this is still included in the Rules as set out below. Similarly, a decision was made to enable all members to be involved in the election of the new Honorary President: this process is not yet included in the Rules document.

The *Articles of Association* is a legal document which cannot simply be updated and published. There is a process by which all changes must be subject to approval by the whole membership. Inevitably this process takes time to ensure that all members have an opportunity to express their opinion. It is expected that the revision process will take around twelve months to complete.

The basic rules of the Club were set out in the MOC's *Articles of Association* and continue to provide the legal basis for how the Club operates. They are as follows:

1. Address

The address of the Messerschmitt Owners' Club (the Club) shall be situated in England and Wales.

2. Organisation and Structure

The Club is run by the Board of Directors. All the Directors will retire at the first Annual General Meeting, but will be eligible for re-election. At subsequent Annual General Meetings, one third of the Directors shall retire by rotation but shall be eligible for re-election. Elections shall be held annually at the AGM. A National Executive Committee of Club members, co-opted by the directors, assists the Directors in the running of the Club.

Only full voting (not candidate) members of the MOC are eligible to be directors of the company whether co-opted or voted onto the Board.

The Board shall consist of a minimum of three Directors. If more than 3 Directors are appointed, elections must be arranged such that none serve continuously for more than three years before re-election.

Each Region may nominate one representative to the Board of Directors with any such nomination being made and agreed by a majority vote at a Regional AGM. Such nominations are to be notified in writing to the Company Secretary not later than 5 months prior to the next company AGM.

However, if the region does not wish to nominate a Board Member or no member can be found, then the position can be filled by election from the general membership at the company AGM. Nominations, including self-nominations, for director appointments from the general membership are to be notified in writing to the Company Secretary not later than 5 months prior to the next company AGM.

The Board of Directors shall appoint a person to act as Chairman who may also be a Director, The Board of Directors will also appoint a Kabinews Editor, Partsmart Manager and Membership Secretary. Additionally, the Board of Directors shall appoint a Financial controller who must also be a Director. All shall serve for three years and be deemed available for re-election unless signifying the contrary in writing to the Company Secretary not later than four months prior to the AGM.

Emphasis shall be on membership of a national organization served by Regional Committees elected for one year at separate Annual General Meetings to be announced in Kabinews and

held within each Region, and a Board of Directors which shall normally comprise the elected board members and co-opted members, save that where any such elected officer(s) declines for any reason to represent his/her Region that Region shall elect another officer or member to serve for the same period with authority to vote.

The appropriate Region for British-based members shall normally be determined by reference to County boundaries as follows-

Southern Region

Greater London, Essex, Kent, Surrey, West Sussex, East Sussex, Norfolk, Suffolk, Hertfordshire, Bedfordshire, Oxfordshire, Berkshire, Buckinghamshire, Cambridgeshire and the Channel Islands.

Wales and West of England Region

Hampshire, Wiltshire, Gloucestershire, Somerset, Avon, Dorset, Devon, Cornwall, Dyfed, Glamorgan, Gwent and the Isle of Wight.

Northern Region

Lancashire, Greater Manchester, all Yorkshire, Nottinghamshire, Lincolnshire, Leicestershire, Northamptonshire, Powys, Clwydd, Gwynedd, Cheshire, Shropshire, Staffordshire, West Midlands, Warwickshire, Herefordshire and Worcestershire.

Caledonian Region

All Scotland, Northern Ireland, Isle of Man, Cumbria, Northumberland, Co. Durham, Cleveland, Tyne & Wear.

MOC Overseas

MOC Overseas shall be directly administered by the Board of Directors for the benefit of Messerschmitt Owners living outside the United Kingdom. The benefits enjoyed by British-based members will, including participation in the AGM, be extended to MOC Overseas members.

3. Board of Directors - Areas of Responsibility

The Board shall be responsible for:-

- a. Co-ordinating spares sourcing, purchasing and storage, where appropriate by leasing or buying suitable premises, and delegating some or all such activities to a Spares Sub-Committee which shall report and be responsible to the Board of Directors.
- b. The publication and distribution of the MOC magazine, Kabinews.
- c. Assisting the Regions with the maintenance of membership records through a National Membership Secretary.
- d. Overseeing the organizing of the International Rally and any other national or international events and shows that may be approved by the Board.
- e. Arranging for the maintenance of national financial records in accordance with the Companies Act, including all matters relating to HM Customs and Excise, taxation, banking and risk management.
- f. The review annually of all membership subscriptions.
- g. Ensuring that all regional Club accounts are audited and published to the membership.
- h. The approval of travelling and/or other expenses incurred by officers and members solely in the discharge of their responsibilities to the Club.
- i. Assisting the Regions with national publicity and liaising on their behalf with Messerschmitt Club Deutschland e.v.
- j. The engagement, dismissal and remuneration from MOC funds of suitable members or other persons to assist with any aspect of the functioning of the MOC on a contract of employment or a contract for services as is appropriate to the circumstances.

4. Board of Directors - Standing Orders

- a. Frequency of Meetings. The Directors shall convene an Annual General Meeting with a maximum of 15 months between meetings. The Board shall meet as often as may be necessary for the satisfactory and effective conduct of MOC affairs.
- b. Quorum. The quorum shall be three directors. At least twenty one days before the Annual General Meeting the Board of Directors will report to the membership on the achievements of the previous year and outline their plans for the forthcoming year.
- c. Election of Officers. The Board shall elect every three years, a Kabinews Editor, and National Membership Secretary, and Partsmart Manager.
- d. The executive officers of the Club will be eligible for election as Directors and shall be elected in accordance with the Memorandum and Articles of Association. All the Directors will retire at the first Annual General Meeting, but will be eligible for re-election. At subsequent Annual General Meetings, one third of the Directors shall retire by rotation but shall be eligible for re-election.
- e. The Board shall have the authority to co-opt members of any status onto the Committee or sub-committees in a non-voting capacity and may allocate duties to its own members on a continuing or temporary basis in accordance with the Club's requirements.
- f. Chairman's Casting Vote. The Chairman shall have a personal and a casting vote, which wherever applicable shall be exercised in favour of the status quo and the MOC tradition of consensus.

5. Powers of the Board of Directors

To facilitate the smooth functioning of the affairs of the MOC limited, the Board of Directors in consultation shall have power to act for the Committee and the Club on all matters over which the Board has jurisdiction under these Bye Laws and shall report all such action to the full membership at their subsequent AGM.

6. Membership

Membership shall normally be open to anyone with an interest in the preservation or history of Messerschmitt cabin scooters and associated vehicles. Membership shall be designated as:-

- a. Full Membership
- b. Candidate Membership
- c. Life Membership
- d. Family Membership
- e. Internet Membership

Except in the case of life members, an annual subscription is payable, which provides for membership of the club from 1 January to 31 December in the relevant year. New members and those rejoining (including members who do not pay their subscription by 1 February in the relevant year) also have to pay a joining fee. The levels of all subscriptions and fees shall be determined by the Board of Directors and may be changed at any time without notice.

Full Membership. This encompasses all the benefits and obligations embodied within these Bye Laws.

Candidate Membership. To safeguard the Club against infiltration by Dealers and those suspected of dealing, or otherwise abusing the goodwill of the Club and its members, all new applicants shall be admitted as Candidate Member for two years. In the event of the Club becoming insolvent each Candidate Member can be required to contribute up to £1 (Sterling) to discharge the Club's debts.

A Candidate Member shall receive the benefits and observe the obligations of membership, may vote for any purpose and accept nomination for office at the discretion of the Club only, and shall not be entitled to any such facilities as of right.

A Candidate member shall not be eligible for election to the board of directors. Candidate Membership may be terminated at any time by the Regional Committee where membership is held or by the Board of Directors, neither of which nor the Club, shall be under any obligation to provide an explanation nor return subscriptions. On completion of two years satisfactory and continuous membership a Candidate Member may be elected to Full Membership of the MOC. Dealers may be admitted to the Club as Candidate Members only and entirely at the discretion of the Board. A dealer is defined as any person whose main source of income is from the buying and selling of microcars and associated parts.

Life Membership. On completion of twenty-five years continuous membership, Full Members may apply to the Board of Directors for election to Life Membership, which may be granted subject to a unanimous decision by the Board. Life Members shall retain all the benefits of Full Membership, be eligible for election to office and continue to be subject to these Bye Laws save that they shall be exempt from the payment of subscriptions. The two-year Candidate Membership period shall qualify towards the twenty-five years required for Life Membership. In the event of the Club becoming insolvent each life member can be required to contribute up to £1 (Sterling) to discharge the Club's debts. In the interests of the membership as a whole the Directors have decided to grant no new life memberships.

Family Membership. To encourage participation by the families and partners of members in Club activities, including the holding of office, any Full or Life Member may nominate other persons, resident at the same address, to become Family Members. The benefits and obligations applicable to Family Members shall be those of Full Members save that the subscription payable by the nominating Member shall be increased by £2 and the Family Member shall not have a separate vote. The Club shall issue to the nominating Full Member a statement setting out procedures to be followed by the Family Member, the terms of which the Club reserves the right to vary, and the responsibility for ensuring the observance of such procedures shall rest with the nominating Full Member. Family Members are not entitled to receive a separate copy of 'Kabinews'. In the event of the Club becoming insolvent Family Members are not required to contribute up to £1 (Sterling) to discharge the Club's debts.

Internet Membership. This confers all the benefits and liabilities of full membership except that Kabinews is received by the member via the internet (pdf format) instead of being sent in paper format through the post.

7. Obligations of Members

Members may enter into projects involving the expenditure of MOC funds only with the approval of the Directors. Members shall not use the Club or its facilities and/or services for business purposes, whether on their own account or otherwise and shall not use the name of the Club or its address(es) on any letter or document of a business nature or as a standing address for business or private purposes. The following declarations shall be included on the membership application form and be a condition of admittance to membership.

"Any member involved in business in connection with micro cars of any kind shall be ineligible to become, or remain, an officer save for those members providing services, parts or repairs, but not buying and re-selling micro cars."

Those members engaged wholly or partly in buying and selling micro-cars will be supplied with parts entirely at the discretion of the Board of Directors.

Members supplying, or aiding and abetting the supply of Club spares and/or services to an expelled member or non-member shall be defined as dealers, in accordance with these Bye Laws.

8. Offences and disputes – Procedure

- a. Except for substantiated instances of dealing, allegations of misconduct or requests for arbitration in disputes must be made to the Committee of the Region of which the defendant is a member. Where the defendant is a member of the Committee of that Region he shall retire and take no part in the proceedings other than as defendant.
- b. The written complaint or request must be made within three months of the alleged offence or dispute.
- c. The Committee of the Region must notify the defendant in writing specifying the general terms of the complaint not later than six months following receipt of such complaint.
- d. The Committee hearing any complaint, appeal or request may direct any or all the parties thereto to attend in person but if one or more of the parties fails to attend after reasonable notice the Committee may adjudicate on the matter in their absence
- e. Any party to a hearing shall have the right of Appeal, in the first instance to the Board, which may uphold or dismiss the Appeal or vary its earlier decision. Expelled or suspended members, or officers removed from office, shall have the right of final Appeal to a specially convened Appeals Board comprising the Regional Committee where the appellant holds membership augmented by the Board all acting in a voting capacity and presided over by the Chairman of the National Executive Committee.
- f. Any member requested to appear before a Regional Committee to answer a complaint, may, on receipt of written notification, opt to have the complaint heard by the Board.

9. Expulsion, Suspension and Resignation – General

A two-thirds majority shall be required to find a member guilty of an offence, either against a fellow member or members or against the Club and any such member shall be liable to suspension or expulsion from membership.

10. Non-Payment of Subscription -Termination of Membership

Membership is liable to termination when subscriptions are four or more weeks in arrears. On expiry of club membership, a member accepts that his/her liability as a guarantor in the sum of £1 will continue for a period of twelve months from the membership expiry date.

11. Regional Committees

Regional Committees shall meet not less than once per year. The quorum shall be four.

The duties of Regional Committees are as follows:-

- a. Membership recruitment within their Regions.
- b. Organization of social and other activities e.g. attendance at shows and liaising with micro car clubs regionally.
- c. Regional and local MOC publicity and public relations.
- d. The organization of an Annual General Meeting to be announced in Kabinews and held within the Region at which officers and a Committee shall be elected for the ensuing year. These shall include a Treasurer responsible for presenting an annual report to the AGM, a copy of which shall be forwarded to the National Treasurer; and a Correspondent responsible for keeping the Editor of Kabinews informed about activities in the Region.

- e. Making known the views, criticisms and suggestions of the Regional membership by keeping the Board members fully informed.
- f. Management and administration of the £250 subvention from national funds in the best interests of the Region and MOC. The subvention may be renewed as needed subject to the discretion of the Financial Controller and availability.

12. Special General Meeting

A Special General Meeting may be called by a Regional Committee to deal with a matter, which cannot be deferred until the Regional AGM.

A Special General Meeting of one or more Regions may also be called at the request of the Board, which shall specify the subject.

Special General Meetings shall be announced in Kabinews, be subject to adequate notice, and held at a conveniently located venue within the appropriate Region(s).

13. Bye Laws

Any eligible member may propose an amendment to these Bye Laws in writing to the Board who shall circularise the proposed amendment on the agenda of the AGM. A two-thirds majority at the AGM shall be required to endorse any change to the Bye Laws and to permit full and proper reflection on any proposed change; implementation shall not take place before the next AGM.

14. President /Joint President

The office of President or Joint President shall not normally be subject to biennial election but a President or Joint President shall be subject to these Bye Laws in all other respects and may be expelled, suspended or removed from office in accordance with Clauses 10, 11 and 12.

15. Regional Treasurer

All nominees for the office of Regional Treasurer shall be full members (not candidate members).

16. Regional Auditors

A Regional Auditor(s) shall be appointed annually at the Annual General Meeting of each Region. An Auditor, who need not be a Club member, may act for the Club at National and Regional levels, or separate Auditors may be appointed.

17. Winding Up of Club

On the winding up of the Club, the provisions of the Memorandum of Association shall have effect as if repeated in these Articles.

18. Indemnity

Every Committee Member shall be entitled to be indemnified in full out of the assets of the Club against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

NB: The full *Memorandum of Association* and *Articles of Association* documents can be found on the Companies House website and downloaded as a pdf. Please go to <https://find-and-update.company-information.service.gov.uk/company/05416245/filing-history?page=3> Go to the bottom of the list and select the 'Incorporation' dated 6th April 2005.

Data Protection Policy

The original Data Protection Act came into force in 1984. It was intended to protect members of the public from exploitation by companies and organisations that held information about them on computers.

The new Act, which came into force in March 2000, extends the protection to information that is held on paper as well as on computer. It also requires those who hold the information to follow a series of data protection principles covering the processing of data. The principles of this are set out below, and for each one there is an explanation of how MOC Ltd complies with the requirement.

1. **Fair and Lawful Processing** - Data is processed only for the purpose of running the Company and the Club.
2. **Processed for limited purposes** - Data is processed in order to provide members with regular issues of *Kabinews*, to allow us to send out subscription reminders and to provide committee members and area group organisers with the addresses and (when provided) telephone numbers of members. We may, with your permission, make address and telephone lists available to other members (see section 6). The Company promises not to provide, sell, or publish via the internet, address lists to anyone outside the Company.
3. **Adequate, relevant and not excessive** - We ask only for your name and address; you can give your telephone number, e-mail address, vehicle and other details if you choose. However, if you do not specifically exclude it, we may pass on details of your vehicle(s) to database compilers working with or on behalf of the Club / Company.
4. **Accurate information** - You have the opportunity, when you receive each mailing, to check that your address details are correct and let us know if not. We use the membership renewal form or payment invoice as to check that these details are correct. You have the right to ask for details of the information which the Club / Company holds about you. The Club / Company has the right to charge up to £10 for providing this information; we intend to charge £5. All enquiries shall be directed to the Membership Secretary.
5. **Not kept longer than necessary** - Once a member has resigned we would normally keep records for 5 years. When we are notified of a member's death we would keep the records for 5 years in case partners or relatives asked for help in disposing of the member's vehicles, components or records. We need this information to enable us to analyse statistics on lapsed membership.
6. **Processed in accordance with your rights** - Your rights include the enjoyment of privacy and the knowledge that we will not use the information for any purpose which you have not authorised. Clearly, we need your address for the reasons set out in section 2, but if you prefer it not to be made available more widely, then you can exercise that choice when filling in your membership renewal form, or by writing to the Membership Secretary. If you do not restrict the circulation of your address we may make it, and your telephone number (when provided) available to any member on request. We may also publish the addresses of new members and those who have changed address and include it in membership lists for area organisers.
7. **Secure** - Membership information is held in electronic format within files that are created and maintained by the Membership Secretary and are password protected at all times. These files may be made available to other Officers of the Club (e.g. the *Kabinews* distributor and the Partsmart Team) in order to facilitate the legitimate business of the Club. The Membership Secretary is responsible for creating suitable passwords and providing these securely to such Officers of the Club. Any official holding such files undertakes to hold them securely and are only to load such files onto computers that are protected from intrusion by use of a suitable firewall and anti-virus software. Only encrypted files are to be distributed to officials via the internet.

8. **Not transferred outside the European Union** - As explained, under 'Secure' the data is held in the UK by nominated officials of the Club. The only exception to this is that overseas members that may be resident outside of the European Union may request, and be given, names and addresses of UK members and vice versa. As set out in section 6, we will only provide this information if you have given permission for us to do so.

Under the Data Protection Act we must ask all members whether they object to their personal data being held by the Club / Company. However, you should appreciate that it is essential for the data to be held on computer so that address labels can be rapidly printed and the monthly mailings sent out with the minimum of delay. You can, as explained in section 2 above, ask that your address is not published more widely. Club members write directly to the Board of Directors and members of the committee for various reasons. Each member of the Board and committee members therefore, holds a copy of the complete address list. This is also used to check addresses when a member's handwriting is unclear and is particularly important for Partsmart ordering.

If you have any issues with any of the above, please contact the Secretary. However, we hope this will not be necessary as these notes are written in the spirit of the Act and attempt to make our policies clear with explanations for the reasons behind them.

Terms and Conditions for the sale of Merchandise

1. Interpretation

1.1. In these Conditions the following words have the following meanings:-

"Buyer" means the person who accepts the Seller's quotation or current parts sales list for the sale of the Goods or the supply of the Services or whose order for the Goods or Services is accepted by the Seller

"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller.

"Contract" means the contract for the purchase and sale of the Goods and the supply of the Services.

"Contract for Goods" means that part of the Contract (if any) which relates to the purchase of Goods.

"Contract Date" means the date when the Seller's written quotation (if any) is accepted by the Buyer or the Buyer's order (if any) is accepted by the Seller.

"Customised Goods" means Goods which are to be specially manufactured by the Seller or to which any process is to be applied by the Seller in accordance with a specification submitted by the Buyer.

"Delivery Address" means the address of the Partsmart Manager as published in Kabinews.

"Goods" means the goods, which the Seller is to supply in accordance with these Conditions.

"Seller" means Messerschmitt Owners' Club Limited trading as Messerschmitt Owners' Club (registered in England & Wales under number 5416245) whose registered office is at 169 Coulsdon Road, Coulsdon, Surrey CR5 1EG

"Services" means the services (if any), which the Seller is to supply in accordance with these Conditions.

"Warranty Period" means 12 months from the date of delivery of the Goods or such shorter period as notified by the Seller to the Buyer before the Contract Date or where the Seller is providing Services 30 days from the date of completion of such Services.

"Writing" includes facsimile transmission and comparable means of communication.

1.2. The headings in these conditions are for convenience only and shall not affect their interpretation.

2. Basis of the sale

2.1. The Seller shall sell and the Buyer shall purchase the Goods and the Seller shall provide the Services to the Buyer in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

- 2.1.1. No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Seller and the Buyer.
- 2.1.2. The Seller's employees or agents are not authorised to make any representations concerning the Goods or the Services unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations, which are not so confirmed in Writing.
- 2.1.3. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the application or use of the Goods which is not confirmed in Writing by the Seller, is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed in Writing.

3. Orders and specifications

- 3.1. The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller). Where any Goods are unavailable the Seller reserves the right to supply substitute products of an equivalent quality and price to those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
- 3.2. If the Goods are specially manufactured for the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.
- 3.3. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

4. Consumer's Right to Cancel an Order for Goods

- 4.1. The provisions of this Condition 4 only apply where the Buyer is a consumer as defined in the Consumer Protection (Distance Selling) Regulations 2000 and purchases by means of a distance contract as defined in the same.
- 4.2. Save where the Goods are specially manufactured, in which case the Buyer may not cancel any part of the Contract for Goods which relates to are specially manufactured, the Buyer may cancel a Contract for Goods for any reason up to the end of seven working days after the Buyer receives the Goods by giving written notice to the Seller by hand or post, fax or email at the address, fax number or email address of the Seller giving details of the Goods ordered and (where appropriate) their delivery. In these circumstances the Buyer can obtain a refund from the Seller equal to the amount of the price payable under the Contract for Goods (together with any VAT thereon). The Buyer may not cancel part of a Contract for Goods.
- 4.3. If the Buyer exercises the right to cancel the Contract for Goods set out in Condition 4.1 then:

- 4.3.1. the Buyer is entitled to a refund from the Seller of all amounts that the Buyer has paid under the Contract for Goods (together with any VAT thereon) within 30 days of the receipt by the Seller of the notice of cancellation in Writing; and
- 4.3.2. the Buyer must return the Goods to the Seller at MOC Partsmart Centre, Ubit 5, Wessex Business Centre, Cheddar, Somerset BS27 3EJ by courier within 7 days of giving notice of cancellation in Writing to the Seller. The Buyer is required to take reasonable care of the Goods and to ensure that the parcel containing the Goods is received by the Seller. The Buyer must pay the cost of returning the Goods to the Seller.
- 4.4. Goods purchased and delivered to the buyer otherwise than by means of distance communication may be returned to the Company in original packaging (and without being installed or used and with all relevant seals and enclosures intact) for credit within 7 days of receipt by the buyer, subject to a restocking charge of not less than 20% of the value of the order. Credit shall be subject to the buyer producing proof of purchase and returning goods carriage paid. Special order goods shall not be returnable by virtue of this clause.

5. Price of the goods and services

- 5.1. The price of the Goods and the Services shall be the Seller's as stated on the current published price list. All prices quoted are valid for [30] days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
- 5.2. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods or Services to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods or Services which is requested by the Buyer, or any delay caused by the Buyer, its agents or contractors or failure of the Buyer to give the Seller adequate information or instructions.
- 5.3. Except as otherwise stated under the terms of any quotation and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given on an ex works basis and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.
- 5.4. The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

6. Terms of payment

- 6.1. Subject to any special terms agreed in Writing between the Buyer and the Seller, payment for Goods and/or Services is due prior to the despatch of the Goods and/or performance of the Services.
- 6.2. The time for payment of the price shall be of the essence of the Contract.
- 6.3. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-
 - 6.3.1. cancel the Contract or suspend any further deliveries to the Buyer;

- 6.3.2. appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
- 6.3.3. charge the Buyer interest (both before and after any judgment) on the amount unpaid which shall accrue from the date when payment becomes due from day to day until the date of payment at the rate calculated in accordance with the provisions of the Late Payment of Commercial Debts Regulations 2002 at the end of the day actual payment is due.

7. Delivery

- 7.1. The Seller shall deliver the Goods to the Buyer at the Delivery Address unless otherwise agreed.
- 7.2. Any dates quoted for delivery of the Goods and/or the completion of Services are approximate only and the Seller shall not be liable for any delay in delivery of the Goods and/or the completion of the Services howsoever caused. Time for delivery of Goods and/or completion of the Services shall not be of the essence.
- 7.3. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 7.4. If the Seller agrees to despatch the Goods to the Buyer save where the Goods are specially manufactured:
 - 7.4.1. the Goods will be dispatched to the Buyer by the Seller within 21 days of the Contract Date;
 - 7.4.2. if the Seller is unable to dispatch the Goods to the Buyer within the time period referred to in Condition 7.4.1 the Buyer may contact the Seller and cancel the order. In that case the Seller will refund any money paid by the Buyer for the Goods.
- 7.5. The Seller will not be liable for any loss, costs, damages, charges or expenses caused by any delay in the delivery of the Goods or performance of the Services.
- 7.6. If Goods are lost before delivery the Seller's liability shall be limited to replacing the Goods within a reasonable time or issuing a refund. The Buyer must however notify the Seller if the Goods have not been received within 30 days of the Contract Date.
- 7.7. If the Seller fails to deliver specially manufactured goods or to complete the Services for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods or services to replace those not delivered or performed over the price of the Goods and Services.
- 7.8. The Buyer shall inspect the Goods immediately on delivery and shall have no claim in respect of any shortage or defect apparent on inspection unless the Buyer notifies the Seller within 3 days of delivery.

8. Risk and property

- 8.1. Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery.
- 8.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods and services agreed to be sold and supplied by the Seller to the Buyer for which payment is then due.
- 8.3. Until such time as the property in the Goods passes to the Buyer, the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible.
- 8.4. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller, and if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party (insofar as this is permitted by law) where the Goods are stored and repossess the Goods.
- 8.5. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

9. Warranties and liabilities

- 9.1. Where the Seller is not the manufacturer of the Goods, the Seller will endeavour to transfer to the Buyer the benefit of any Warranty or guarantee given to the Seller.
- 9.2. Advice given by agents or servants of this company during telephone/Internet orders is based entirely upon information given by the purchaser with no inspection undertaken. As such, all advice given is indicative only and all such advice should be checked by the purchaser prior to order. Where advice is given after visual inspection by agents or servants of this company, such advice shall amount to an opinion only. Additionally, goods supplied are supplied only to correspond to the purpose for which goods of that kind are commonly supplied and not alternative uses to which they may be put. No liability for failure can be accepted by this company for such alternative use, amendment or modification.
- 9.3. Subject to the other provisions of these Conditions the Seller warrants that:
 - 9.3.1. any goods which are described by the Seller as "road car parts" will be of satisfactory quality within the meaning of the Sale of Goods Act 1994.
 - 9.3.2. the seller will perform the Services with reasonable skill and care.
- 9.4. The above warranties are given by the Seller subject to the following conditions:-
 - 9.4.1. the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
 - 9.4.2. Goods ordered by the Buyer may not be compatible with vehicles that have been modified, adapted or altered. Where goods ordered by the Buyer are not compatible by reason of modification, adaptation or alteration, the Company may accept such goods back into stock entirely

at its discretion, and shall either issue a refund or credit to the purchaser except where goods are specifically ordered for the purchaser where no such refund or credit will operate.

- 9.4.3. Where goods purchased by the Buyer are alleged to be defective, the Buyer agrees to return such goods to the Seller for inspection and report (without the seller replacing the said goods prior to such inspection). The Buyer also accepts that it is reasonable to inform the seller of any interruption, defect or other failure prior to contacting independent third parties or incurring expense and, in addition, to allow the seller to remedy the defect, failure or interruption. Parts modified or adapted by the purchaser shall no longer be warranted by the manufacturer nor shall the Company be liable for any failures resulting subsequent to modification as a result of such modification.
- 9.4.4. the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, incorrect fitting, abnormal working conditions including but not limited to modified Messerschmitts (including racing), failure to follow the Seller's instructions (whether oral or in writing including but not limited to the use of parts described by the Seller as "road car parts" in a modified or competition vehicle), misuse or alteration or repair of the Goods without the Seller's approval;
- 9.4.5. No liability is accepted by the company where purchasers attempt to modify or install components supplied where it is known or ought reasonably to be known to the Purchaser that the part supplied is incorrectly supplied or otherwise not in accordance with the order.
- 9.4.6. the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods or Services has not been paid by the due date for payment;
- 9.4.7. the Seller shall have no liability or obligations under the said warranties unless the seller shall have received written notice of the defect damage or other breach in question no later than the expiry of the Warranty Period.
- 9.5. The Seller shall have no liability or obligations:
 - 9.5.1. under the warranty in Condition 9.3.1 other than to remedy breaches thereof by the provision by the Seller of any replacement Goods within a reasonable time and without charge to the Buyer;
 - 9.5.2. under the warranty in Condition 9.3.2 other than to remedy breaches thereof by the provision by the Seller of materials and services within a reasonable time and without charge to the Buyer.
- 9.6. The Seller's liability to the Purchaser for death or personal injury resulting from its own or that of its employees' agents' or subcontractors' negligence shall not be limited.
- 9.7. Save as provided in Condition 9.6, to the extent that the Seller has any liability to the Buyer for breach of contract or negligence its liability shall be limited to a sum equal to the price under the Contract.
- 9.8. Save as provided in Condition 9.6 the Seller shall not be liable for loss of profits, goodwill or any type of special, indirect or consequential loss which falls into the following categories:
 - 9.8.1. special damage even though the Seller was aware of the circumstances in which such special damage could arise; or

- 9.8.2. loss of:
 - 9.8.2.1. profits;
 - 9.8.2.2. enjoyment
 - 9.8.2.3. anticipated savings;
 - 9.8.2.4. business opportunity; or
 - 9.8.2.5. goodwill; or
- 9.8.3. the cost of:
 - 9.8.3.6. removal of defective Goods, installation of replacement or repaired Goods and any rectification work or labour required in connection with such removal or installation;
 - 9.8.3.7. any wasted expenditure; or
 - 9.8.3.8. mitigation
- 9.9. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods or Services, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:-
 - 9.9.1. act of God, explosion, flood, tempest, fire or accident;
 - 9.9.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 9.9.3. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;
 - 9.9.4. import or export regulations or embargoes;
 - 9.9.5. difficulties in obtaining raw materials, labour, fuel, parts or machinery;
 - 9.9.6. power failure or breakdown in machinery.
- 9.10. Except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) the express terms of these conditions are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
- 9.11. The Buyer acknowledges that the limitations and exclusions of liability contained in this Condition 9 are fair and reasonable particularly because the Buyer has or ought to have insurance in respect of any damage or injury caused to or by the Buyer's vehicle.
- 9.12. Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.

10. General

- 10.1. Any notice required to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 10.2. No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.3. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.
- 10.4. These terms and this agreement (including an agreement concluded by means of distance communication) shall be interpreted in accordance with English Law and industry custom and practice, and English and Welsh courts shall have sole jurisdiction in respect of any dispute arising therefrom.
- 10.5. A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

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