



Messerschmitt Owners' Club Ltd

Club Handbook

December 2024

Messerschmitt Owners' Club Limited is a Company Limited by Guarantee and registered in England and Wales with Company Number 5416245.
Registered Office: 3 Home Farm, Leek Wootton, Warwick. CV35 7PU.
The Company's VAT Registration Number is 512497156

History & Current Club 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 1970s, 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, so putting all members' personal assets at risk. In the past this was not thought to be a concern 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 five Directors. The club has to hold an Annual General Meeting at which all full members are able to vote on who the future Directors will be. Directors are elected for a three-year term, and can stand for re-election if they choose. 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, which 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*. Information can also be found on the Club's website.

We also organise an annual rally, usually held over a 2-3 day period in the summer in the UK. 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 reading the magazine, but you will also have the opportunity to help with the organisation of the Club - we are always looking for people to organise or assist with publicity, social events, IT, website, parts transport, and parts' procurement. You may have specialist skills to offer and we can assure you of a warm welcome!

The Membership Secretary distributes a Directory of those Club members who have agreed to allow their data to be included in the Directory. It is published in the form of an interactive customised Google map showing where in the world each member lives. This shows the approximate geographical location of each

member that has consented to allowing their contact information to be shared with other members. A link to the map is sent to each member when they join the Club.

We have a number of members who act as Local Contacts to facilitate social gatherings and other events in their local areas. Contact details of these Local Contacts are published in Kabinews. Please feel free to contact your nearest Local Contact so that you can be included in local Club activities. So, if you are too far from the nearest Local Contact, please consider getting in touch with other members that live near you. Perhaps you could form a new local group and become a Local Contact yourself!

Upon request, the Membership Secretary can arrange to send an electronic copy of each edition of Kabinews to as many family members as a member requires. When this is done the relatives that are nominated will automatically become Family Members (for more information about Family Membership see 'Rules of the Club' below.)

Parts' Supply – Questions & Answers

What parts can members buy?

The MOC's main aim is to supply 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).

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 usually be able to give you an indication of when that part will become available. Often we will not be able to determine the price we have to charge 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 60 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 attend. Similarly, if you are going to restore a car, work out which bits you'll need at the start of the project, 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, 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.

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?

Ordering by email or by phone is preferred.

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 phone – Call the Partsmart Team 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

By Post – This is possible, but can be a long process. Write to The Partsmart Team 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 Team 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.

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.

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. Remember, if you are not resident in the UK you may have to pay import duty and other taxes 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. 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 Team. There is a small margin 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 suppliers 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! Nevertheless, it is quite unreasonable to return parts bought more than one year previously and expect something to be done about it. We do need to know when something has gone wrong, but remember that 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, 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 insurance 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

The basic rules of the Club were originally set out in the MOC's *Articles of Association* when it registered as a limited company in 2005 and provide the legal basis for how the Club operates. The Rules have been amended from time to time and the current Rules are as follows:

1. Address

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

2. Organisation and Structure

2.1 Directors

The Club is run by the Board of Directors. Elections shall be held annually at the AGM.

Only Annual members who have been members for at least two years or Life 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 but no more than seven.

All Directors 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. However, in the interests of continuity of governance, it is not considered desirable for more than one third of the Board of Directors to retire in the same year. Therefore, there may be occasions when specific Directors will be requested to stand down (and offer themselves for re-election if they so wish) before the end of the usual 3-year term in order to achieve continuity of governance.

Nominations for Director appointments from the general membership, including self-nominations, are to be notified in writing to the Company Secretary not later than 5 months prior to the next company AGM. Those who propose and second the nominations at the AGM must be Annual or Life members of the Club.

The Board of Directors shall make the following appointments to those who are current Board members:

- a Director to act as Chairman.
- a Finance Director
- a Director responsible for Partsmart (the Partsmart Director).

It is permissible for one Director to hold more than one appointment.

2.2 Officers of the Club

A Committee of Club Officers, co-opted by the Directors, assists the Directors in the running of the Club.

The Board of Directors will appoint the following Club Officers:

- a Kabinews Editor
- a Membership Secretary
- a Partsmart Sourcing Manager
- a Partsmart Distribution Manager
- a Webmaster
- a V765 Scheme Coordinator

Officers of the Club will be eligible for election as Directors.

Officers of the Club will report on their activities to the Club's Board of Directors on a regular basis.

3. Board of Directors – Standing Orders

- a. Frequency of 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.
- c. The Board shall have the authority to co-opt members of any status onto committees 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.
- d. 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.
- e. Annual General Meeting. The Directors shall convene an Annual General Meeting with a maximum of 15 months between meetings. At 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.

4. Board of Directors - Areas of Responsibility

The Board shall be responsible for:

- a. Co-ordinating spares sourcing, purchasing, distribution, sales 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. The maintenance of membership records through a Membership Secretary.
- d. The sanctioning of Club rallies and any other events and shows involving participation of the Club.
- 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 Club accounts are 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 members with national publicity for local events 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.

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 (Rules) 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. Annual Membership
- b. Life Membership
- c. Family 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 March 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. Subscription rates will be determined by the relative costs of distributing the Club's magazine. The costs of magazine distribution will be influenced by whether members opt to have their magazine posted to them in printed form and what country it is posted to or whether they opt to download a digital copy of the magazine instead of having a printed magazine posted to them.

Annual Membership. This encompasses all the benefits and obligations embodied within these Bye Laws (Rules).

Life Membership. In the interests of the membership as a whole, the Directors have decided to grant no new Life Memberships but Life Memberships already granted will continue. Life Members shall retain all the benefits of Annual 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. 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.

Family Membership. To encourage participation by the families and partners of members in Club activities, including the holding of office, any Annual or Life Member may nominate specified relatives, to become Family Members. The benefits and obligations applicable to Family Members shall be those of Annual or Life Members save that the Family Members shall not have a separate vote. Family Members are not entitled to receive a separate copy of 'Kabinews' but may be provided with a digital copy upon application to the Membership Secretary. 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.

7. Obligations of Members

Any events organised by members must be sanctioned in advance by the Board of Directors in order to become the responsibility of the Club and, therefore, covered by the Club's insurance arrangements.

Members may enter into projects involving the expenditure of MOC funds only with the approval of the Directors

Members' UK travel expenses, where the cost is expected to exceed £150, will need to be agreed by the Finance Director in advance. If overseas travel is planned this will need to be approved by the Board before any commitment is made by the member that would incur costs. In both cases any claims for expenses incurred will need to be sent to the Finance Director with supporting evidence (i.e. receipts) within one month of costs being incurred.

Members shall not use the Club or its facilities and/or services for business purposes, whether on their own account or otherwise. Members 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.

Members are not permitted to buy parts from the Club for supply to a non-member, unless such parts are being supplied to a professional mechanic or engineer for the purpose of fitting such parts to the member's own vehicle.

8. Offences and disputes – Procedure

Offences are defined as breaches of these Rules.

- a. Except for substantiated instances of dealing, allegations of misconduct or requests for arbitration in disputes must be made to the Board of Directors. Where the defendant is a member of the Board of

Directors he/she shall retire and take no part in the proceedings other than as defendant. The Board will identify those Directors who will initially deal with the complaint, and those who will hear any future Appeal.

- b. The complaint or request must be made in writing to the Company Secretary within two months of the alleged offence or dispute.
- c. The Board of Directors must notify the defendant in writing specifying the general terms of the complaint not later than two months following receipt of such complaint.
- d. The Board of Directors hearing any complaint, appeal or request may direct any or all the parties thereto to attend in person, or may consider using an on-line platform. If one or more of the parties fails to attend after reasonable notice, the Board of Directors may adjudicate on the matter in their absence.
- e. Any party to a hearing shall have the right of Appeal to the Board, ie to those Directors who have played no part in dealing with the initial complaint. The Directors hearing the Appeal may uphold or dismiss the Appeal or vary the Board's earlier decision.

9. Expulsion, Suspension and Resignation – General

A two-thirds majority of the Board of Directors 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 two or more months 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. Bye Laws (Rules)

Any eligible member may propose an amendment to these Bye Laws (Rules) in writing to the Board who shall circularise the proposed amendment on the agenda of the AGM. Any such proposal must be submitted to the Company Secretary at least 4 months before the date of the next AGM in order for it to be included as an agenda item. A majority at the AGM shall be required to endorse any change to the Bye Laws (Rules). In order to permit full and proper reflection on any proposed change; implementation shall not take place before the next AGM.

12. Honorary President

The office of Honorary President shall be subject to election for a term of 5 years and the holder of the office may offer themselves for re-election at the end of each term of office. The Honorary 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 8 and 9. The Club's President may be a member and may hold an Officer position, but may not be a Director.

13. 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 Rules.

14. Indemnity

Every Director and Officer shall be entitled to be indemnified in full out of the assets of the Club against all losses or liabilities incurred by him/her in or about the execution and discharge of the duties of his/her 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 of documents and select 'Incorporation' dated 6th April 2005.

Data Protection & GDPR

The Club endeavours to be fully compliant at all times with the relevant data protection legislation that applies in the United Kingdom. In particular, the General Data Protection Regulation (GDPR), which took effect in the UK in May 2018, gives individuals rights and protection in how their personal data is used.

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 3 Home Farm, Leek Wootton, Warwick, CV35 7PU.

"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.

- 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. Consumers' 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 specially manufactured parts, 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, post or email at the address, 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, Unit 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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