

# ORDER FORM

<b>Customer Name</b>		<b>Total No of Participants</b>	
<b>Address</b>		<b>Total No of other guests</b>	
<b>Tel. No:</b>			
<b>Email Address</b>			

## PARTICIPANT / GUEST INFORMATION

	Name	Participant or Guest	
		Participant (Y/N)	Guest (Y/N)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

## GOODS, SERVICES and ACTIVITIES

Goods / Services / Activities e.g. Driving/Snow Mobile	Description & Participant Name	Price (GBP) (incl UK VAT)	Date of Delivery
		£	
		£	
		£	
		£	
		£	

## PAYMENT INFORMATION

Price (GBP) (incl UK VAT)	Deposit Paid (GBP)	Balance of Price (GBP)	Date Balance of Price Due

## TRAVEL INFORMATION FLIGHT (Customer is responsible for sourcing, booking and paying for all travel)

Airline	Flight to Oslo	Flight from Oslo

	<b>Arrival Date</b>		<b>Dept Date</b>	
	<b>Dept Airport</b>		<b>Arrival Airport</b>	
	<b>Dept Time</b>		<b>Dept Time</b>	
	<b>Arrival Time</b>		<b>Arrival Time</b>	
	<b>Flight No</b>		<b>Flight No</b>	

**TRAVEL INFORMATION TRAIN (Customer is responsible for sourcing, booking and paying for all travel)**

<b>TRAIN COMPANY</b>	<b>Train Information to Geilo</b>		<b>Train Information from Geilo</b>	
	<b>Arrival Date</b>		<b>Dept Date</b>	
	<b>Arrival Geilo</b>		<b>Dept Geilo</b>	
	<b>Collection Time</b>		<b>Dept Hotel</b>	

**ACCOMDATION DETAILS (included within the Price)**

<b>No. of nights required</b>		<b>Total No. of Guests</b>	
<b>No. of single rooms</b>		<b>No. of double rooms</b>	
<b>Any Dietary Requirements:</b>			

**This Order forms part of a Contract between the person named as the Customer and Ice Diver Limited and is subject to Ice Driver Limited's standard terms and conditions attached.**

**By returning this Order to Ice Driver Limited, the Customer agrees to be bound by the Contract.**

## Terms and Conditions for the Purchase of Goods and/or Services

These terms and conditions shall apply to the supply of all Goods and Services from Ice Driver and shall be incorporated into every Order.

### 1. Definitions and Interpretation:

1. "Activity" means any activity or pursuit that Ice Driver is asked to arrange for a Customer or in which any Participant shall be entitled to participate and more particularly set out in an Order;
2. "Conditions" means the terms and conditions for the purchase of Goods and/or Services set out herein;
3. "Contract" means any agreement between Ice Driver and Customer for the supply of the Goods and/or Activities and/or the Services and, shall consist of the Order, these Conditions, the Acknowledgement and Indemnity Form and any other terms, conditions or documents which Ice Driver and the Customer agree shall form part of the Contract;
4. "Customer" means the person or entity that orders or requests any Goods and/or Services;
5. "Goods" means any goods that Ice Driver is asked to supply to the Customer or to any third party nominated by the Customer;
6. "Ice Driver" means Ice Driver Limited a company registered in England with the registered company number 06017823 and whose registered office is at 3 Busby Cottages, Great Busby, Stokesley, Middlesbrough, TS9 7AX;
7. "Indemnity" means the indemnity that a Participant is required to give to Ice Driver before the Participant shall be permitted to receive the Services or take part in any Activity;
8. "Order" means any written or verbal instructions from the Customer to Ice Driver to supply the Goods or Services;
9. "Party/Parties" means Customer and Ice Driver;
10. "Participant" means any person that will take part in an Activity or for whom the Services have been purchased;
11. "Price" means the price charged by Ice Driver for any Goods or Services and as set out on Ice Driver's website or other up-to-date promotional material or as specified by Ice Driver from time to time;
12. "Services" means the services specified in an Order which will include any applicable Activity;
13. "Supplier" means the person or entity specified as Supplier in the Order;
14. "Working Day" means any calendar day that is not a Saturday or Sunday or designated as a public holiday in England;
15. In these Conditions, a reference to writing or written shall include faxes and email.

### 2. Purchase

- 2.1. An Order constitutes an offer by the Customer to purchase the Goods and/or Services specified in the Order.
- 2.2. Where the Customer is purchasing Services on behalf of a Participant and the Customer and Participant are not one and the same, the Customer warrants that the Participant will comply with all of its obligations hereunder pertaining to the Participant.

### 3. Entire Agreement

Unless otherwise agreed in writing, the Contract constitutes the only terms governing the contractual relationship between Ice Driver and the Customer and a Participant in relation to the Goods and Services. Any terms or conditions quoted or offered by the Customer or a Participant, whether before or after the placing of the Order by Customer are void and of no effect whatsoever.

- 3.1. The Contract shall not in any way exclude or limit the operation of any terms or conditions implied by statute or common law, except to the extent that they are inconsistent with the Contract, in which event the Contract shall prevail.

### 4. Price

- 4.1. The Prices are correct, save for any obvious errors or omissions. Ice Driver may change prices at any time, but such changes will not affect the Customer if the Goods or Services have already been ordered and the correct deposit paid. Unless otherwise specified in the Order, the Price shall exclude delivery charges, any other incidental expenses and VAT.
- 4.2. Customer shall make payment of the full Price for any Goods at the time of Order.
- 4.3. The Customer shall pay a non-refundable deposit (save as set out in Clause 11.4 above) equating to 50% of the Price of any Services and/or Activities at the time of Order. In order to ensure that the Customer or Participant receives the Services or may take part in an Activity, the balance of the Price must be paid no later than 8 weeks prior to the date of delivery or the Services or the date of the Activity. If the Activity or Services are to take place within 8 weeks of the booking date, the Customer will make payment in full at the time of the booking.
- 4.4. Ice Driver will be entitled to recover the amount of any invoice remaining unpaid after the relevant due date together with interest of at a rate of four percent (4.0%) per annum above the base rate of HSBC Bank in the UK, calculated on a daily basis and compounded quarterly in arrears, until the recovery is made in full. The Customer agrees to indemnify Ice Driver against all costs, including but not limited to legal and other fees that are reasonably incurred by Ice Driver in recovering the amount of any unpaid invoice or other amount owed by the Customer to Ice Driver.

### 5. Delivery

- 5.1. Ice Driver shall deliver Goods to the premises specified by the Customer at the time of Order within a reasonable time. Any Services or Activities ordered by the Customer shall be performed at such locations as Ice Driver shall notify the Customer or Participant at the time of Order, save when the provisions of Clause 11.3 become effective.
- 5.2. Time of delivery of the Goods and/or Services shall not be of the essence.
- 5.3. If Ice Driver terminates the Contract in accordance with the provisions of the Contract or the Customer or Participant cancels the Contract in accordance with Clause 11.4, Ice Driver shall not be liable to Customer or Participant for or in respect of any Goods or Services which Ice Driver has not supplied or completed by the time the Order is cancelled. If the Contract is terminated other than pursuant to Clause 11.4 Ice Driver shall be entitled to apply any other monies paid by the Customer on any account whatsoever towards the cost of remedying any breach of Contract by the Customer or Participant.

### 6. Title and Risk

- 6.1. Without affecting Customer's statutory rights, title and risk in the Goods will pass to Customer upon delivery.

### 7. Liability

- 7.1. The Customer and/or the Participant shall be liable to Ice Driver and shall indemnify and hold harmless Ice Driver in full for all and any actions, claims, proceedings, demands, costs, damages, losses and expenses suffered or incurred by Ice Driver and its employees or agents arising out of loss of or damage to the property of any person and/or the death of or injury to any person, to the extent that such loss, damage, death or injury is caused by any wrongful act, negligence, default, breach of Contract or recklessness on the part of Customer or the Participant or any third party accompanying the Customer or Participant, or to the extent that such loss, damage, death or injury arises as a direct or indirect consequence of the Participant taking part in any Activity.
- 7.2. Save in relation to death, personal injury or fraudulent misrepresentation that arises directly due to Ice Driver's wilful default, negligence or breach of Contract, Ice Driver excludes all liability to the Customer and/or Participant howsoever caused and to the fullest extent possible by law including but not limited to any direct or indirect loss, consequential or pecuniary loss, including without limit, loss of earnings, damage to reputation, loss of enjoyment and out of pocket expenses.
- 7.3. It is a condition of this Contract that Customer will ensure that the Participant(s) signs Ice Driver's Acknowledgement and Indemnity Form prior to taking part in an Activity and/or receiving Services.

### 8. Assignment

- 8.1. Customer nor Participant shall not be entitled to assign or novate the obligations under this Contract to any other party.

### 9. Set Off

- 9.1. Any sum recoverable from the Customer or Participant under the Contract may be deducted from the amount of any sum due from Ice Driver to the Customer or Participant under this Contract or any other contract or dealing with Ice Driver.

### 10. Force Majeure

- 10.1. Ice Driver shall not be liable to the Customer or Participant for any breach of the Contract or failure by Ice Driver to supply the Goods and/or Services or any part thereof when this failure is caused by any circumstances beyond Ice Driver's reasonable control.

### 11. Cancellation

- 11.1. All Activities and Services are offered subject to availability of dates, vehicles, facilities and the weather and may be withdrawn due to circumstances beyond the control of Ice Driver due to, including but not limited to, adverse weather conditions or mechanical breakdown.
- 11.2. If Ice Driver cancels an Activity or Service in its entirety due to adverse weather conditions, mechanical breakdown or other events beyond its control, this will generally be in the interests of safety and Ice Driver will use its reasonable endeavours to provide the Customer or Participant with as much prior notice as is reasonably practical, although notice prior to the date of the Activity or Services being performed may not be possible.
- 11.3. In the event of cancellation pursuant to Clause 11.1 or Clause 11.2, Ice Driver shall, at its sole discretion be entitled to either offer a refund of the Price that relates to the Activity or Service cancelled or to replace the Activity or Service with another activity or service that is reasonably similar to the Activity or Service that has been cancelled and which is of comparable financial value. Should the Customer and/or Participant refuse to participate in the substituted Activity or Services, Ice Driver will be deemed to have discharged its obligations under the Contract and no refund or other payments will be payable to the Customer and/or Participant.
- 11.4. Notwithstanding any other provisions of the Contract, the Customer may cancel any Order or part of an Order, by providing Ice Driver with written notice within 5 Working Days of placing the Order provided that the Order or part thereof being cancelled relates to Goods or Services that Ice Driver carries in stock or for which Ice Driver has not made any commitment to a third party. Any cancellation by the Customer in accordance with this Clause 11.4 shall entitle the Customer to a refund of any monies paid to Ice Driver in respect of the cancelled Order or part thereof unless the Customer elects to use such monies as a further deposit in regard to any other Goods or Services, in which case the monies shall not be returned to the Customer. Any refunds payable by Ice Driver shall be made to the Customer only, within 30 days of the Customer electing for a refund.
- 11.5. Any cancellation of an Order, other than pursuant to Clause 11.4, by the Customer or Participant shall be treated as a breach of the Contract and the full Price shall be payable by the Customer.

### 12. Safety

- 12.1. Ice Driver will take all reasonable precautions to ensure the safety of Participants but the nature of the Activities and many Services provided by Ice Driver is such that they involve the risk of personal injury and/or damage to property. The Customer hereby acknowledges the existence of such increased risks and warrants to Ice Driver that the Participant(s) are aware of the existence of such risks prior to taking part in an Activity or receiving Services. The Customer will or, if different from the Customer, will procure that the Participant(s) will sign a declaration acknowledging the increased risk of personal injury or damage to property associated with the Activity or Services and provide such an indemnity to Ice Driver as Ice Driver may prescribe prior to participating in or receiving them. In the event that a Participant refuses to sign such a declaration or to provide such an indemnity to Ice Driver, the Customer shall be deemed to be in breach of Contract and Ice Driver shall be entitled to terminate the Contract with immediate effect and recover from the Customer such damages as may be suffered by Ice Driver.
- 12.2. Crash helmets and other safety equipment will be provided to Participants by Ice Driver and must be worn and properly secured at all times whilst participating in an Activity or as directed by Ice Driver at any other time. Refusal to comply with this requirement will be treated as a cancellation of this Contract by the Customer pursuant to Clause 11.5.

12.3. Participants must not consume alcohol and/or take any drugs which may impair their ability to safely participate in any Activity, either before or during an Activity. Ice Driver reserves the right to refuse to permit any Participant from participating in any Activity that Ice Driver, suspects to be under the influence of alcohol and/or drugs (whether prescribed or otherwise).

12.4. Ice Driver reserves the right to refuse access to, and eject from, any premises or location used by Ice Driver for the provision of Services or Activities, anyone that Ice Driver considers to be acting against the interests of safety or is likely to cause damage, nuisance or injury.

**13. Termination**

13.1. Ice Driver shall be entitled to terminate the Contract or an Order with immediate effect by written notice to the Customer and without liability to the Customer and/or any Participant if:

13.1.1. the Customer or Participant is in breach of any of its obligations under the Contract or fails to follow any reasonable instruction from Ice Driver and/or its nominated agent whilst receiving the Services or taking part in an Activity;

13.1.2. if Customer fails to make any payment to Ice Driver when due;

**14. General**

14.1. Unless Ice Driver provides express written confirmation to the Customer as to the specification or type of a particular vehicle, facility or circuit type or layout to be used as part of an Activity or Service, the vehicles, circuit types and layout and exact nature of the Activities provided may vary from those described on the Ice Driver website or its other promotional material, without notice.

14.2. Ice Driver may direct from time to time that certain Activities require Participants must hold a full and current driving licence before they may participate in that Activity. Ice Driver will notify the Customer prior to accepting an Order if this requirement is relevant. If relevant, only those Participants satisfying this requirement may make use of the Services or take part in the Activity.

14.3. The terms of the Contract may only be varied by written agreement between the Parties.

14.4. If either Party delays in enforcing, or does not enforce, any right, which either Party may have under the Contract, this does not imply that that right has been waived. If either Party waives any specific obligation or liability under the Contract, such waiver will not extend to any other obligations or liabilities under the Contract.

14.5. If the Goods or Services are to be delivered in instalments or concern distinct Activities, each order or delivery of Goods and/or Services shall be treated as being separate Contracts.

14.6. Clauses or other provisions expressed or implied to survive expiry or termination shall survive expiry or termination including the following: Clauses 3,4,5,5.3,6,7,9,10 and 14.

14.7. Notices required to be served under this Contract must be in writing and may be delivered by hand, sent by registered mail or sent by facsimile transmission to the address of the other Party appearing in the Order or any other address notified in writing from time to time by the Parties.

14.8. In the event that any provision of the Contract is held to be invalid, illegal or unenforceable by a Court or other authority of competent jurisdiction, that provision shall be deemed separated from the remaining provisions of the Contract, which shall continue to be effective.

14.9. In the event of any conflict between any terms of an Order and the Conditions and an Indemnity, the order of precedence shall be: the Indemnity, the Conditions and then the Order.

14.10. The Contract and any non-contractual obligations associated with it shall be governed by English Law, and the Parties agree to submit to the exclusive jurisdiction of the English Courts.