

Confirmation of Order Form/Receipt & Terms & Conditions for Supply of Services

Dragon Raiders Ltd

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Company Registration Number: 5032366

Date		Order No	
Name of Client:			
Telephone No.			
Email address			
Description of Services		Price	
TOTAL ORDER VALUE		£ _____	
		£ _____	
DATE PAID		_____	
Payment Terms			
Pre-payment is required on all courses booked			
Date & Time of Course			
Clients must arrive a minimum of 10 minutes before the start of the Service.		Date: _____ (please tick as appropriate) Morning Session: _____ Afternoon session _____	
Special Instructions			
<i>Please note this Confirmation of Order incorporates our Terms & Conditions for Supply of Services attached to this Confirmation of Order Form</i>			

DRAGON RAIDERS LIMITED

TERMS & CONDITIONS FOR SUPPLY OF SERVICES

FORMATION OF CONTRACT

The contract between the Supplier and the Client comprises the Confirmation of Order ('Order') and these Terms & Conditions. Any other terms proposed by the Client are excluded.

PRICE, PAYMENT & VARIATIONS

All Services must be paid for in full before completion. Full payment is due prior to the course taking place.

Where the Services include supply of labour, the Supplier may vary the agreed price to take account of any increased costs.

If the Supplier accepts a request to vary the Services the price and times in the Order will be adjusted by the Supplier as appropriate and the changes notified to the Client. The Supplier may decline to carry out any requested variation.

The Supplier reserves the right to charge interest on any overdue payment in accordance with the Late Payment of Commercial Debts (Interest) Act.

Also, the Supplier will be entitled to cancel the Order and/or suspend the Services if any payment is not made on the due date by the Client.

CANCELLATION

Once full payment is made, there shall be no refund for cancellation made by the Client, under any circumstances.

DURATION

Dates for commencement and completion of the Services given by the Supplier are given in good faith, dates are not guaranteed and the Supplier will not be liable for any delay in commencement or completion of the Services.

Clients must arrive promptly for the commencement of the Service. Clients must arrive no later than 10 minutes before the start of the session. If the Client arrives late the Supplier shall have the right to refuse them the Service and the Client shall not be entitled to a refund.

PROPERTY AND RISK

When the Services include the supply of goods or materials, the risk of loss or damage passes to the Client upon completion but, where Services are performed on the Client's premises, the risk of loss or damage to goods and materials, except when caused by the Supplier, rests with the Client who should insure the risks at his expense.

ACKNOWLEDGEMENT OF RISK AND RELEASE FROM LIABILITY FORMS

'Acknowledgement of Risk' and 'Release from Liability' forms must be completed by the Client(s) and their parents/guardians, prior to the start of their booked course, or the Client(s) will not be allowed to participate in the Services.

AGE RESTRICTION

Client(s) must be aged 10 years old to participate in the Service.

WARRANTY & LIABILITY

The Supplier will exercise reasonable skill and care in the supply of the Services.

Any defect must be notified promptly and in any event within 7 days of the Client becoming aware of the defect. When the Supplier accepts that the defect is the Supplier's responsibility, the Supplier will have the option to remedy the defective Services (when this is feasible). Under no circumstances will the Supplier's liability to the Client exceed a sum equal to the total price payable for the relevant Services nor will it extend to any loss of business or profit or any indirect loss incurred by the Client.

Where the Services include the supply of goods or materials, the warranty given above will not apply to defects which are due to: fair wear and tear, accidental damage or failure by the Client to adhere to the Supplier's recommendations; or to materials or goods included in the Services which have not been manufactured by the Supplier.

All terms, conditions and warranties implied by law, trade use or otherwise (including but not limited to any warranties as to quality or fitness for purpose) are excluded to the extent permitted by law. The Client acknowledges that the only warranties are those given expressly by the Supplier in these Conditions.

FORCE MAJEURE

The Supplier will not have any liability to the Client if prevented from performing the contract on account of force majeure which includes, but is not limited to severe weather conditions, war, terrorism, strikes or difficulty in obtaining materials and labour. In any of these circumstances, the Supplier reserves the right to cancel or suspend the Services.

INTELLECTUAL PROPERTY

All designs and other intellectual property rights in Services are and will remain the sole property of the Supplier. Under no circumstances will the Client copy or make use of any of the Supplier's intellectual property rights.

CLIENT DEFAULT

If the Client (a) commits a breach of contract, or (b) fails to make a payment on the due date, or (c) becomes insolvent or has a receiver or liquidator appointed then, in any such case, the Supplier shall be entitled to end the contract and recover all the Supplier's costs and losses including loss of profit up to the termination date

LAW & DISPUTES

The contract between Supplier and Client is governed by English law.

Any dispute which cannot be settled amicably will be referred to mediation at the request of either party. CEDR (the Centre for Effective Dispute Resolution) will arrange the mediation. Any dispute that is not settled will be resolved in the English courts.