



terms and conditions

The Parties referred to in these Terms and Conditions shall be as follows:

- (i) MITHRIL RACING LTD. ('The Company') -Supplier of Services.
- (ii) The Acceptor of the said Services. ('The Contracting Party').
- (iii) The Receiver of the said Services. ('The Guest').
- (iv) Persons acting as Servant or Agents for the company. ('The Servant or Agent').

In entering into an agreement with the Company for the supply of services, the Contracting Party and each and every Guest agrees to be bound by all the conditions exemptions and provisions hereby contained whether written, printed or stamped on the front or back hereof.

1. It is hereby expressly agreed that each and every Servant or Agent of the Company (including every Independent Contractor from time to time employed by the Company) shall take the benefit of every exemption and limitation herein contained and every exemption from liability, defence and immunity of whatsoever nature applicable to the Company or to which the Company is entitled hereunder shall also be available and shall extend to protect every such Servant or Agent of the Company and for the purposes of all the provisions of this condition, the Company is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be its Servants or Agents from time to time (including Independent Contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract in or evidenced by this agreement.
2. **THE CONTRACT PRICE**
The contracting Party agrees to pay a booking deposit of 25% of the contract price or £1,000.00 +VAT (whichever is greater) at the time of booking, and the remaining balance at least six weeks prior to the event. The Contracting Party agrees to pay interest at 2% per month on all payments overdue against this schedule.
3. The Company will only accept a booking upon receipt of the deposit as specified above. Until the booking deposit is paid, the Company shall be free to offer the date in question to other interested Parties.
4. **If for any reason the Contracting Party cancels the booking, the booking deposit will be forfeited. If for any reason the Contracting Party cancels the booking within ten weeks of the date the contracted event is due to take place, the Contracting Party shall be liable to pay 50% of the price contracted for. If for any reason the Contracting Party cancels the booking within four weeks of the date the contracted event is due to take place, the Contracting Party shall be liable to pay 75% of the price contracted for.**
5. **If for any reason the Contracting Party fails to give notice more than seven working days before the date the contracted event is due to take place, that the number of Guests that he has contracted on behalf of is to be reduced, the Contracting Party will be liable to pay the full list price for the number of guests booked.**

The Company will retain a proportion of the payment made in any situation where the Contracting Party reduces the number of guests by 20% or more.

6. **THE COMPANY'S AUTHORITY**
The Contracting party and each and every Guest agrees to abide and comply with any request or order made by or on the Company's behalf on the grounds of safety, whether it be the safety of the Contracting Party, the Guest or some other person, or on any other grounds.
7. The Contracting Party and each and every Guest agrees that the opinion of the Company or its Servants is final in regard to any matters appertaining to safety and the Contracting Party and each and every Guest agrees to abide by such opinion howsoever expressed. If in the opinion of the Company, its Servants or Agents, the Contracting Party or Guest is or may be behaving dangerously or acting in a manner which would or may, in the opinion of the Company, its Servants or Agents, lead to a disruption of services at the contracted event, the Contracting Party or Guest will, at the request or order of the Company, Servants or Agents leave the event for the rest of the day contracted for, without the Company, its Servants or Agents, encountering any liability.
8. **LIABILITY FOR DAMAGE**
The Contracting Party and each and every Guest agrees that the Contracting Party will be liable to pay for the first £500 of any damage to the cars or other equipment supplied by the Company, arising out of an act or omission of the Contracting Party or Guest, unless the cause of the said damage be deliberate, in which event the said Contracting Party will be liable for all damage so caused. In the event of damage to more than one vehicle or piece of equipment, the Contracting Party agrees to pay the first £500, of damage to each vehicle or piece of equipment.
9. Prior to the commencement of the event the Contracting Party and all its Guests will be required to sign a disclaimer of liability, the terms of which will be available to the Contracting Party on request.
10. The Contracting Party and each and every Guest agrees to limit any claims against the Company to the limit of the Company's then insurance policy and agrees to observe the terms and conditions thereof. A synopsis of the insurance policy is available to all Contracting Parties and Guests. The Contracting Party and each and every Guest may increase the limit of their insurance cover prior arrangement with the Company at a cost then in force.
11. The Company and its Servants or Agents accept no responsibility in respect of any injury or damage whatsoever, to any property of the Contracting Party or Guest damaged by breach of contract on the part of the Company or its Servants or Agents or by the negligence of the Company, its Servants or Agents.
12. The Contracting Party and each and every Guest agrees to save the Company, its Servants or Agents, harmless from and indemnify the Company, its Servants or Agents against all actions, claims, costs, expenses and demands in respect of death or injury to the Contracting Party or Guest, howsoever caused, arising out of or in connection with attendance at the contracted event.
13. The Company, its Servants or Agents accept no responsibility for events outside the Company's control causing the contracted event to be cancelled or altered from that advertised or contracted. In this situation the Contracting Party agrees that the Company may change the event contracted for without reduction in price, for example, but not limited to, the instance of weather conditions rendering the original event impractical or dangerous.

Any monies which are irrevocably due to any Subcontractor despite the cancellation or postponement of a booking, shall be the responsibility of the Contracting Party to pass on to the Subcontractor. The Company shall not be under any other liability whether in damages or otherwise to the Contracting Party, the Guests or any other party by virtue of such cancellation or postponement.

14. Any additions to or alterations of the terms and conditions of this agreement shall be null and void unless agreed upon in writing by the parties.