



TERMS AND CONDITIONS

BELOW ZERO is committed to ensuring that all participants enjoy their Driving experience. To ensure there is no misunderstanding with regard to purchase, participation or cancellation please read the following information carefully.

DEFINITIONS

"**BELOW ZERO**" is a division of Francis Tuthill Ltd, a company limited by guarantee registered under number 05760213 in England with its registered office at 5 Pullman Court, Great Western Road, Gloucester GL1 3ND.

"**Experience**" means the activities provided by BELOW ZERO.

"**Client**" means the person(s) booking and paying for the Experience with BELOW ZERO.

"**Participant**", "**you**", "**your**" and "**yours**" means the person(s) participating in activities provided by BELOW ZERO.

"**We**", "**us**" and "**our**" means BELOW ZERO.

"**Terms and Conditions**" means the terms and conditions set out below.

RATES

- All rates quoted are net.
- It is the Client's responsibility to cover all costs in connection with bank transactions, including any applicable taxes or fees, and/or loss of costs relating to this.
- All published rates are subject to availability and current exchange rates.

TERMS OF PAYMENT

- A 50% deposit must be made on confirmation of the booking, with the balance to be paid at least 21 days prior to arrival.
- If the booking is made within 4 weeks of the date of arrival, the full balance must be paid on confirmation.

CANCELLATION

- Deposits are non-refundable, but dates may be changed subject to availability, even into the following season if necessary, up to 21 days prior to arrival.
- Cancellations made later than 21 days prior to arrival will be charged 100% of the contracted rate.

WEATHER CONDITIONS

- PLEASE NOTE: ICE DRIVING IS A WEATHER DEPENDENT ACTIVITY

- In the event of extremely adverse weather conditions the Experience may be cancelled or restricted.
- Only BELOW ZERO can make the decision to run the Experience, stop for a period of time or cancel completely. Non-attendance on a day that operates in spite of bad weather forecasts will see you lose your Experience completely.
- If your Experience is cut short or cancelled because of bad weather, you will be able to return on another day (subject to availability) to complete the balance of your Experience. Refunds will not be given if your Experience is cancelled once it has started.
- In the event your Experience is cancelled prior to the date it is scheduled BELOW ZERO will provide either an alternative driving experience on a fully prepared road stage near to the lake or an alternative activity package. Refunds will not be given.
- In the event of any cancellation BELOW ZERO will not cover the cost of any additional expenditure including flights, transfers and accommodation.

ACTIVITIES & FACILITIES

- In the unlikely event that BELOW ZERO has to withdraw or vary any activities or facilities listed, it will use all reasonable endeavours to inform the Client as soon as these changes come to their attention.

FORCE MAJEURE

- Bad weather conditions, Strikes, lock-outs, fire, failure of deliveries or suppliers, or any other circumstance beyond the control of BELOW ZERO, shall entitle them to terminate the agreement, without paying the Client or Participant damages or compensation of any kind.

INSURANCES

- BELOW ZERO operates with full third party £2,000,000 public liability insurance cover.
- Accidental damage insurance is included, with an excess of £2,500 for any claims made.

SAFETY

- The undertaking of these activities may involve some personal risk. Participants will be required to sign a disclaimer on the day, please read this document carefully.
- Some personal insurance policies may not cover some of our Experiences. Please check with your insurance provider well in advance of your day.
- Please note that BELOW ZERO require compliance to a certain type of conduct from Participants. Please listen and take note if requested to do something, it is usually for your own safety.
- Where required, helmets and safety equipment must be worn, no exceptions will be made.

PARTICIPANTS

- Participants must sign an indemnity before taking part in any activity.
- Drivers must be aged between a minimum of 17 and a maximum of 75 years old.
- Participants must have a valid driving licence and be free from any medical condition requiring referral to the governing body that issued their driving licence.
- A pre-event briefing will be held which is compulsory to all Participants.
- All Participants must abide by the Experience rules and regulations as described in the briefing.
- BELOW ZERO reserves the right to stop the Experience if we feel Participants are driving in a potentially dangerous manner. Participants will be unable to complete their Experience if any vehicle is damaged whilst they are in control and they will not be able to claim a refund.

JURISDICTION

This contract is governed by and subject to the jurisdiction of the British Courts.