

Terms & Conditions of Trade (the Terms and Conditions)

1. Interpretation and Definitions

1.1. In these Terms and Conditions, the following definitions apply:

'The Company'	Brand Ice Limited incorporated and registered in England and Wales with company number 07571432 whose administration address is Unit A35/36, New Covent Garden, SW8 5EE (trading as The Ice Box and Vodkalague.co.uk).
'The Contract'	the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Terms and Conditions.
'The Customer'	the person or firm who purchases or contracts to purchase the Goods from the Company.
'A Force Majeure Event'	has the meaning given in clause 13.
'The Goods'	the goods (or any part of them) set out in the Order.
'The Order'	the Customer's order for the Goods, (as is subsequently confirmed by the Company by email)

2. General

- 2.1. All quotations and/or contracts are made upon these Terms and Conditions and no variation, qualification or cancellation of any of them will bind the Company unless agreed in writing.
- 2.2. These Terms and Conditions shall govern each Contract. Without prejudice to the foregoing, any disagreement with the Terms and Conditions must be conveyed to the Company in writing within five days from the date of receipt of the Order. Failure to do so will be regarded as complete acceptance of the Terms and Conditions in full.
- 2.3. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.
- 2.4. A quotation for the Goods given by the Company shall not constitute an offer. Quotations and prices are subject to withdrawal or alteration without notice and are valid for 90 days from the date of issue.

3. Prices

- 3.1. All prices are exclusive of the costs and charges of packaging, insurance and transport of the Goods, which costs shall be invoiced to and borne by the Customer
- 3.2. Quotations are made and orders accepted on the basis that should costs rise over those prevailing at the date of the contract, the Company reserves the right to alter the price of goods (ice sculptures, ice products, etc.) and support services (transport, production, labour).

3.3. All quotations are concluded on the basis of prices exclusive of Value Added Tax (VAT).. The Customer shall pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

4. Placing an Order and Terms of Payment

4.1. A request for Goods will only be accepted and confirmed once it has been fully paid for using the online order form and portal and using the Company's online payment facility. Once the Goods have been fully paid for a confirmation e-mail will be sent to the Customer and the request for Goods will become an Order.

5. Cancellation and Alterations

5.1. In the event that the Customer cancels an Order the following charges will apply:

5.1.1. Each cancellations will incur a £25 administration fee,

5.1.2. If the cancellation request is made 7 or more days before the Order is due a full refund less a £25 administration fee will be made,

5.1.3. If the cancellation request is less than 7 days before the Order is due there will be no refund.

5.2. Alterations to delivery address, timings or delivery date will incur a £25 administration fee.

5.3. Cancellations or alterations can only be made in writing by email, post or fax. A response will be issued within 2 working days.

6. Ownership of Goods

6.1. The risk in the Goods shall pass to the Customer on completion of delivery.

7. Ownership of Design

7.1. In all quotations, orders, agreements and discussions between the Customer and/or any third party/agency and the Company all of the designs, concepts, sketches, drawings and photographs remain the sole property of the Company and may not be used by any other party.

7.2. The only exception to clause 7.1 is in a case where the Customer provides a logo or design, which remains the property of the Customer and/or the originator.

7.3. No design, concept, sketch, drawing or photograph of any products created or produced by the Company may be used without the written permission and agreement of a director of the Company.

8. Quality

8.1. The Company warrants that on delivery the Goods shall:

8.1.1. conform in all material respects with their description;

8.1.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);

8.1.3. be fit for any purpose held out by the Company.

8.2. The Company shall not be liable if the Goods fail to comply with the warranty set out in clause 8.1 if:

8.2.1. A defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods;
or

- 8.2.2. A defect arises as a result of the Company following any drawing, design or Specification supplied by the Customer; or
 - 8.2.3. The Customer alters or repairs the Goods without the written consent of the Company; or
 - 8.2.4. A defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 8.2.5. The Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements or changes made for technical or practical reasons (including safety and/or to avoid or minimize difficulties in display, transportation or handling); or
 - 8.2.6. The Goods differ from their description shown in the Company's brochure or on the Company's website which descriptions are given by way of example only.
- 8.3. Except as provided in this clause 8, the Company shall have no liability to the if the Goods fail to comply with the warranty set out in clause 8.1.
- 8.4. Except as set out in the Terms and Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.
- 8.5. The Terms and Conditions shall apply to any repaired or replacement Goods supplied by the Company.

9. Ordering and lead times

- 9.1. The Company requires a minimum of 5 days from confirmation and payment of an Order to completion and delivery of an Order.
- 9.2. For large Orders, this period will be increased at the discretion of the Company and will be agreed and confirmed in writing by the Company at the time of the Order.

10. Delivery / Non Delivery

- 10.1. The Company shall arrange delivery of the Goods to the Customer at an address previously specified and agreed by the Customer.
- 10.2. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 10.3. The Company uses a sub-contractor to make deliveries within the pre-agreed delivery times.
- 10.4. If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company or its sub-contractors are unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licenses or authorizations, risk in the Goods shall pass to the Customer (including for loss or damage) and the goods shall be deemed to have been delivered.
- 10.5. When the company agrees to deliver a product but without an installation service it is the Customer's responsibility to ensure that suitable freezer storage is available if necessary, and fully briefed personnel are available for handling. The Company accepts no responsibility for losses or breakages following delivery and acceptance of the Goods.

- 10.6. If the Company or its sub-contractors fail to deliver the goods, for whatever reason, the Customer will be issued with a full refund, or offered a replacement product at a cost not exceeding the price initially paid for the Goods, at another date within 6 months of the initial Order date. If the Customer has requested delivery of the Goods the Company shall not, or shall any of its sub-contractors, be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the company of the non-delivery within 5 days of the time when the Goods should have been received. Any liability of the Company for non-delivery of the Goods by the Company or its sub-contractors shall be limited to replacing the Goods within a reasonable time or issuing a credit note for the Contract price against any invoice raised for such Goods.

11. Quantity and Quality

The quantity of any consignment of Goods will be recorded by the Company on dispatch from the Company's place of business and shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary

12. Limitation of Liability

- 12.1. Subject to clause 8, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 12.1.1. any breach of these Terms and Conditions; and
 - 12.1.2. any representation, statement or tortious act or omission including negligence arising under or in connection with the contract.
- 12.2. All warranties, Terms and Conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 12.3. Nothing in these Terms and Conditions excludes or limits the liability of the Company for:
- 12.3.1. death or personal injury caused by the Company's negligence; or
 - 12.3.2. defective products under the Consumer Protection Act 1987; or
 - 12.3.3. for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - 12.3.4. for fraud or fraudulent misrepresentation.
- 12.4. Subject to clause 11.2 and 11.3:
- 12.4.1. the Company shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 12.4.2. the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not exceed price of the Goods
 - 12.4.3. the Company shall not, nor shall any of its sub-contractors, be liable for any damage or defect to the Goods and/or damage to the Customer's property caused by the Goods if any such defect or damage arises because the Customer or any of its agents have failed to follow the Company's oral or written instructions as to the storage, installation, handling, removal, dismantling of the Goods or if the Customer or any of its agents have made alterations to the Goods without the written consent of the Company

13. Returns / Guarantees Policy

- 1) Our returns policy is simple! If you have any problems with your order for any reason (faulty, defective or no longer wanted) you must return your goods unused in its original condition within 5 days for a replacement or refund.
- 2) If you have received a product you are not happy with please return it to our address within 5 days of receipt. Please call or email for a return's code before returning any goods, as this will help us refund you promptly.
- 3) If you return an item because of an error on our part, or if it is defective, we will refund you for the return postage.
- 4) If you no longer want a product and you wish to return it, it must be unused and in perfect condition (including product packaging, instructions etc), otherwise we will not be able to refund you. The items must be returned within 5 days of purchase and we will not be held responsible for any postage costs.
- 5) Returned items lost in the post we cannot be held responsible for, you are responsible for returning goods to us, we recommend sending the package by recorded or special delivery, this is because proof of posting is not proof of receipt.
- 6) All goods returned weather the item is faulty, defective or unwanted, please send back to Vodkaluge.co.uk, Units a35/36, New Covent Garden Market, London, SW8 5EE. We will refund or replace within 10 days once the goods have been returned. Please note any goods returned, not due to being our fault will not have their postage refunded.
- 7) Any damages or breakage's, must be reported within 3 days of receiving your order.

14. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

15. Third party rights

A person who is not a party to the Contract shall not have any rights under or in connection with it.

16. Governing law and jurisdiction

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

ALL CUSTOMERS MUST READ AND UNDERSTAND THESE TERMS AND CONDITIONS.