

Explorer Pass Order Form

Pricing Structure 2018 – 2019

(prices valid from 1 April 2018 – 31 March 2019)

Pass Category	Retail Price	Trade Price	Number of Passes	Sub Total
3 Day 1 Adult (or 1 child*)	£22.00	£16.50		
3 Day 2 Adult (or 2 children*)	£34.00	£25.50		
3 Day Family (2 Adults & up to 3 children+)	£45.00	£33.75		
7 Day 1 Adult (or 1 child*)	£32.00	£24.00		
7 Day 2 Adult (or 2 children*)	£51.00	£38.25		
7 Day Family (2 Adults & up to 3 children+)	£62.00	£46.50		
				Total Cost:

* Children under 16 must be accompanied by an adult at all times

+ Up to 2 adults and up to 3 children / grandchildren under 16

Name:

(please print)

Company:

Address:

Tel:

Please ensure that you read the Terms and Conditions attached before signing.

Signature:

Date:

Orders:

All prices are inclusive of VAT

Passes are available on a firm sale only

Minimum order value £50.00

Postage & Package is free

Payment is required with order

Explorer Passes are despatched by recorded delivery

Payments & Enquiries:

Payment is required in advance,

and should be made by credit/debit card on 00 44 (0)3000 257182.

Email: cadwcommercial@wales.gsi.gov.uk

Cadw yw gwasanaeth amgylchedd hanesyddol Llywodraeth Cymru. Ein nod yw hyrwyddo gwaith cadwraeth ar gyfer amgylchedd hanesyddol Cymru a gwerthfawrogiad ohono.

Cadw is the Welsh Government's historic environment service. Our aim is to promote the conservation and appreciation of Wales's historic environment.

Mae'r ddogfen yma hefyd ar gael yn Gymraeg.

This document is also available in Welsh.

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Llywodraeth Cymru
Welsh Government

Terms and Conditions of Sale

1. Interpretation

1.1 In these Conditions (save where the context is inconsistent therewith):— the following words and phrases shall have the following meanings:—

'the Purchaser' means the person whose order for the Goods is accepted by the Seller

'the Conditions' means the standard terms and conditions of sale set out in this document including any special terms and conditions agreed in writing between the Purchaser and the Seller

'the Contract' means the contract for the purchase and sale of the Goods which shall be subject to the Conditions and shall be made when the Order is accepted by the Seller

'the Goods' means the goods which the Seller is to supply in accordance with these Conditions as set out in the attached Order

'in writing' includes facsimile transmission or electronic communication or any other comparable means of written communication

'the Order' means the quantity description and other information in relation to the Goods set out overleaf

'the Seller' means Welsh Government whose address is situate at Cathays Park Cardiff CF10 3NQ.

1.2 References to persons include bodies corporate and unincorporated associations and partnerships and words importing the singular include the plural and vice versa and words importing a gender include each gender.

1.3 References to a statutory provision shall be construed as including reference to:—

1.3.1 Any statutory modification consolidation or re-enactment of that statutory provision for the time being in force.

1.3.2 All statutory instruments or orders made pursuant to that statutory provision.

1.3.3 Any statutory provisions of which that statutory provision is a consolidation or modification.

1.4 Headings are for ease of reference only and shall not affect the construction of any provision hereof.

1.5 References to any national currency (or to any unit thereof) of a member state of the European Community ("Member State") shall upon such Member State (whether at inception or subsequently) becoming a participating member in a single currency ("the Euro" or "Euros") be deemed to include references to the Euro (or to any unit thereof) converted at the fixed conversion rate into Euros for each participating currency as determined by the Council of Ministers.

1.6 Upon such national currency ceasing to be legal tender within the European Community, the Euro (or any unit thereof) shall be deemed to be substituted in its place calculated at the said fixed conversion rate.

2. Basis of the Sale

2.1 The Seller shall sell and the Purchaser shall purchase the Goods in accordance with the Order subject in any case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions.

2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Purchaser and the Seller.

2.3 Any typographical clerical or other error or omission in the Order or any quotation price list acceptance of offer invoice or other document literature or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Orders

3.1 No Order submitted by the Purchaser shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

3.2 The Purchaser shall be responsible to the Seller for ensuring the accuracy of the terms of the Order including the quantity of Goods ordered. Each Order shall be subject to a minimum value of £50.

3.3 No Order may be cancelled by the Purchaser except with the agreement in writing of the Seller.

4. Price of the Goods

4.1 The price of the Goods shall be the price quoted to the Purchaser by the Seller in or at the time of the Order.

4.2 The Seller reserves the right by giving notice in writing to the Purchaser at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as without limitation any foreign exchange fluctuation currency regulation alteration of duties significant increase in the cost of labour materials or other costs of manufacture).

4.3 The price for the Goods is inclusive of any applicable value added tax which the Purchaser shall be additionally liable to pay to the Seller. The Purchaser shall not be charged for the cost of postage and packaging of purchased Goods.

5. Terms of Payment

5.1 Subject to any special terms agreed in writing between the Purchaser and the Seller the Purchaser shall pay the price of the Goods at the time the Order is made, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Purchaser.

5.2 The time of payment of the price shall be of the essence of the Contract.

5.3 Receipts for payment will be issued only upon request.

6. Delivery

6.1 All Orders shall be dispatched to the Purchaser by recorded delivery.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused SO THAT time for delivery shall not be of the essence unless previously agreed by the Seller in writing and the Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Purchaser.

6.3 The Seller may at its option cancel or suspend (or suspend and later cancel) all further deliveries under the Contract in the event of default by the Purchaser in making any payment due hereunder or under any other contract between the Seller and the Purchaser.

6.4 The Seller shall be entitled to deliver the Goods in one or more consignments unless otherwise expressly agreed.

7. Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Purchaser at the time of delivery or if the Purchaser wrongfully fails to take delivery of the Goods the time when the Seller has tendered delivery of the Goods.

7.2 The Seller shall not be liable for any loss of any kind to the Purchaser arising from any damage to or loss of the Goods occurring after the risk has passed to the Purchaser however caused nor shall any liability of the Purchaser to the Seller be diminished or extinguished by reason of such loss.

7.3 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions the property in the Goods shall not pass to the Purchaser until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other sums due from the Purchaser to the Seller for which payment is then due.

8. Warranties and Liability

8.1 The Seller shall not be liable to the Purchaser or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Seller's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Seller's reasonable control PROVIDED THAT without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Seller's reasonable control:—

8.1.1 Act of God explosion flood tempest fire or accident.

8.1.2 War or threat of war sabotage insurrection civil disturbance or requisition.

8.1.3 Acts restrictions regulations bye-laws prohibitions or measures of any kind on the part of the governmental parliamentary or local authority.

8.1.4 strikes lockouts or other industrial actions or trade disputes (whether involving employees of the Seller or a third party).

8.1.5 difficulties in obtaining raw materials labour fuel parts or machinery.

8.1.6 power failure or breakdown in machinery.

9. General

9.1 Any notice required or permitted to be given by either party to the other under the Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified in writing pursuant to this provision to the party giving the notice.

9.2 No waiver by the Seller of any breach of the Contract by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.3 If any provision of the Conditions and/or the Contract is held by any competent authority to be invalid or unenforceable in whole or in part but would be valid and enforceable if part of the wording were deleted the said provision shall be deemed to apply with such modifications as may be necessary to make it valid and enforceable and any such modification such not affect the validity of the other provisions of these Conditions and/or the Contract and the remainder of the provision in question shall not be affected hereby.

9.4 Any dispute or difference arising out of or in connection with this Agreement shall be referred to the arbitration of a sole arbitrator to be appointed in accordance with section 16(3) of the Arbitration Act 1996 ("the Act") the seat of such arbitration being hereby designated as Cardiff Wales.

9.5 In the event of failure of the parties to make the appointment pursuant to section 16(3) of the Act the appointment shall be made by the President for the time being of the Chartered Institute of Arbitrators.

9.6 The arbitration will be regarded as commenced for the purposes set out in section 14(1) of the Act when one party sends to the other notice in accordance with Clause 11.1 of this Agreement.

9.7 The Arbitrator shall decide the dispute in accordance with the substantive laws of England and Wales.

10. Proper Law

The Contract shall be governed by and interpreted in accordance with the laws of England and Wales.

11. Assignment

The Purchaser shall not assign any benefit under the Contract without the consent in writing of the Seller which shall not be unreasonably withheld.

12. Third Party Rights

Nothing in this Agreement shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999. No variation to this Agreement and no supplemental or ancillary agreement to this Agreement shall create any such rights unless expressly so stated in any such agreement by the Parties. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

13. Exclusion of other Services

No other conditions or terms (whether contained in any document issued by the Purchaser or in any written or oral communication between the parties) shall apply to the Contract nor shall the Conditions be varied without the Seller's written agreement.