



Finest Fishing Worldwide

## **BOOKING TERMS & CONDITIONS**

All reservations are made with Fly Fisher Travel Ltd (hereinafter the "Company"), registered in England and Wales with company number 6541775.

The following Terms & Conditions will form part of your contract with the Company.

### **Booking with Fly Fisher Travel**

A) Bookings will be confirmed only upon receipt of the appropriate deposit or full payment as indicated on your deposit/full payment invoice.

B) You will be invoiced for the balance of your holiday not less than 3 months prior to departure. This payment is due not less than 90 days prior to departure. If the balance is not paid by the due date the Company reserves the right to treat the booking as cancelled and no refund of any payments already made will be due.

C) All payments made by the Client(s) are non-refundable except as detailed in "Amendments & Cancellations" below.

D) Special requests should be indicated on the Questionnaire, received at the time of initial booking, or made by telephone to the Company's office or in writing/e-mail. The Company will undertake for special requests to be met but cannot guarantee that they will be. The Company will not be liable if any special request is not met.

### **Amendments & Cancellations**

The effective date of a change or cancellation is the date that the Company receives notice of the change or cancellation in writing or, following verbal notification, the date as acknowledged to the client in writing by the Company.

The Company will make every effort to assist the Client(s) in altering confirmed bookings. There will be an amendment charge of £100 per booking, plus all expenses incurred in making the changes, payable whether or not the Company is successful in confirming the amendments.

In the event of cancellation by the Client(s), **notice of cancellation must be given to the Company in writing by the person who signed the Questionnaire.** A refund of any funds paid will only be made by the Company if a full paying replacement booking is taken or the relevant suppliers Terms & Conditions allow. Bookings for which full payment has been received and which are then cancelled may be resold at a discount by the Company under agreement with the Client(s) and the Client(s) refunded the amount for which the booking is resold, less administration charges and those charges levied by suppliers for the change of name.

There may be occasions when the Company has to make changes to your travel arrangements. In the rare event that the Company has to make a material modification to a holiday, the Client(s) will be offered alternative arrangements of a comparable standard, if available, or a full and refund of all funds (less any insurance premium paid) paid by the Client(s). If the Client(s) chooses another holiday of greater value, the Client(s) must pay any balance due but if the value of the holiday is less, the Company will make the appropriate refund.

The Company reserves the right in any circumstances to cancel travel arrangements. If the company is obliged to cancel your holiday before departure, the Company will offer a choice of alternative arrangements, if available, or will give a prompt refund. Any refunds are strictly limited to funds paid to the Company by the Client(s) in respect of the holiday booked and no liability can be accepted for further expenses incurred by the Client(s).

The Company accepts no responsibility and will not be liable for cancellation or changes to travel arrangements in any way through "force majeure". "Force majeure" means unusual and unforeseeable

circumstances beyond the Company's control, the consequence of which neither the Company nor its suppliers could avoid, including but not limited to, war (or threat of war), riot, civil strife, industrial dispute, terrorist activity (threatened or actual), technical problems with transport, machinery or equipment, power failure, natural or nuclear disaster, avalanche, fire, adverse weather conditions, levels of water in rivers or other unforeseen circumstances.

### **Pricing Policy & Currency**

A) All prices quoted are based upon costs and exchange rates current at the time.

B) The Company is under no obligation to give a breakdown of the costs involved in your holiday.

C) After confirmation, the prices quoted may regrettably be subject to surcharges in certain limited circumstances. These include exchange rate fluctuations of more than 3% and in the case of such event only the increase above 3% will be charged and a cap of gross 10% fluctuation will be considered (i.e. maximum possible client surcharge is 7%.) Surcharges should not normally be charged within sixty days of departure provided the balance has been paid in full.

F) The financial commitments offered by the Company mean that the Company is not able to reduce holiday prices.

G) The company only accepts payment by personal cheque, bankers draft or by direct transfer in either GB£ or US\$. No payment method levies are charged on payment by those methods. The Company does not accept payment by credit, charge or debit card.

### **Responsibilities of the Client(s)**

A) Any passports, visas, health certificates or other travel documentation required for the holiday must be obtained by the Client(s), whose responsibility it remains to ensure that these are in order, and to meet any additional costs incurred (whether by the Client(s) or by the Company on behalf of the Client(s) as

a result of failure to comply with such requirements).

B) The Company does not sell packages inclusive of international flights and cannot accept responsibility for clients missing international and domestic flights as a result of late check-ins. No credit or refunds will be given for any unused services included in the holiday price.

#### **Responsibilities of the Company**

A) The Company applies all reasonable checks to ensure that those involved in the preparation and provision of your holiday maintain the appropriate standards. The descriptions, information and opinions given in any printed, published or web based material by the Company in respect of hotels and other suppliers, whose services are used, are given in good faith based on the latest information available at the time of going to press. In exceptional circumstances outside the control of the Company its agents or suppliers, such as, but not limited to, circumstances amounting to “force majeure”, the Company cannot be held responsible for any limitation or withdrawal of facilities.

B) The use by the Company of ground transport or accommodation in connection with the Client(s) holiday is subject to the conditions of the operators or owners of such transport or accommodation, for whom the Company acts as solely as a booking agent or principal..

**C) The Company takes no bookings or payments for packages including international flights. The Company cannot be held responsible for any changes to international and domestic air schedules or for alterations of conditions to any client air travel which may lead to clients missing part or all of their holiday booked with the Company or losing personal belongings or baggage or any other issues relating to air travel. Any such circumstances relate solely to the contract between the Client(s) and the air operator.**

C) Temporary or permanent loss, delay or damage to the Client(s) baggage is the responsibility of the Client(s) unless resulting from the proven negligence of the Company during the period of the holiday booked through the Company. The Company is not liable for any

temporary or permanent loss, delay or damage to the Client(s) baggage whatsoever or howsoever arising during or connected to any element of air travel booked by Client(s) with either an air operator or travel agent.

D) The Company acts solely as a booking agent or principal and does not accept responsibility for the death, bodily injury or illness caused to a Client(s) unless resulting from the proven negligence of the Company.

#### **Suppliers and Excursions & Activities Undertaken**

A) The conditions of the supplier will apply between you and the suppliers of the transport, accommodation and other components making up your holiday. These conditions may be subject to international conventions limiting and/or restricting the supplier's liability.

B) Some activities carry inherent risks and if you are participating in such activities you may be asked to sign an additional waiver form by the local supplier.

C) Any excursions booked locally by the Client(s) are contracted with the local supplier and not the Company. Any complaint or claim arising out of the excursion will be against the relevant local company and subject to the local company's terms and conditions.

D) Despite the best efforts and intentions of the Company, it is not always possible for the Company to control all elements of the holiday whereby advertised facilities may be withdrawn or changed due to weather conditions, maintenance, renovation and emergency repair works and the like. The Company cannot accept responsibility for such alterations or changes.

#### **Financial Protection**

When you buy an ATOL protected air holiday package from Fly Fisher Travel Ltd you will receive a confirmation invoice confirming your arrangements and your protection under our Air Travel Organiser's Licence number 10050. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking.

#### **Existing Medical Conditions**

It is a condition of booking that the Client(s) indicate, on the supplied Fly Fisher Travel Questionnaire, any existing medical conditions that may affect their ability to undertake the activities and travel of holidays booked with Fly Fisher Travel. Fly Fisher Travel reserves the right not to accept bookings from those who it deems may not be physically suited to certain locations, activities and travel requirements. In which case Fly Fisher Travel will attempt to offer a suitable alternative if appropriate. Fly Fisher Travel is under no obligation to give explanations for not accepting bookings and having accepted a booking cannot be held responsible for any disclosed or undisclosed pre-existing condition related incidents.

#### **Arbitration**

The contract and these conditions shall be governed in all respects by the laws of England.

#### **Travel Insurance**

The Company strongly recommends that you have travel insurance. However, it is the responsibility of the Client(s) to ensure that they obtain adequate travel, trip cancellation and medical insurance cover. Whilst the Company may assist in the event of a claim, the Company accepts no responsibility for the action of the Insurance Company or any other companies involved in any claim. Should you decide not to take out travel insurance, the Company will not be responsible for any losses incurred as a result.

**These Terms & Conditions constitute part of the contract between the parties, unless varied in writing by Client(s) and a Director of the Company. Payment of all or any part of the funds referred to in “Booking with Fly Fisher Travel” above shall constitute acceptance on behalf of the Client(s).**

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