

SCOTTISH SALMON FISHING SURGERY LTD

BOOKING TERMS AND CONDITIONS

INTRODUCTION

These terms and conditions apply to all trips organised by Scottish Salmon Fishing Surgery Ltd (Registered number 481628), whose registered office is at 55 Main Street, Abernethy, Perthshire, Scotland PH2 9JH.

The contract for the supply of any trip between Scottish Salmon Fishing Surgery Ltd and the client.

Your contract incorporates these terms and conditions and by making a booking with us you confirm your acceptance of these terms and conditions to the exclusion of any other terms and conditions which you may seek to apply to the contract.

In these terms and conditions:

“we” or “us” or “our” means Scottish Salmon Fishing Surgery Ltd.

“you” means the person making the booking and includes all persons included on the particular booking who will be required to acknowledge receipt and acceptance of these terms and conditions

“Participant” includes you and any other person taking part in the trip

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A. BOOKING AND PAYMENT

A.1 YOUR RESERVATION

A.1.1 When you make a booking, we will provisionally reserve your trip on the basis of these terms and conditions. A binding contract between us will come into existence only when we have received your deposit (or if applicable full payment) and send our Confirmation Invoice to you. Prior to doing so, we may send you an acknowledgement of receipt of the deposit. Any such acknowledgement simply indicates that we are dealing with the booking and is not a confirmation of it.

A.1.2 Please check the Confirmation Invoice together with all other documents we send you as soon as you receive them. Contact us immediately if any information which appears on the Confirmation Invoice or elsewhere appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if we are not notified of any inaccuracies in any document within ten days of our sending it out. Whilst we will do our best to rectify any inaccuracies notified outside these time limits, you will be responsible for any costs and expenses involved in doing so except where we made the mistake and there is good reason why you did not contact us within the above time limits.

A.2 OUR PRICE POLICY, PAYMENT TERMS AND SURCHARGES

A.2.1 We reserve the right to alter prices shown on our website or in any literature that we send to you and we will inform you of any price changes prior to the issue of our Confirmation Invoice. Once our Confirmation Invoice has been issued then, say in the case of manifest error, any price changes may only be made in accordance with the remaining provisions of these terms and conditions and we particularly draw your attention to the clause A.2.4 below in relation to surcharges

A.2.2 Deposits are normally 50% of the total cost of the holiday which is non refundable on booking. On occasions when permits (and or associated boat fees/fishing fees) exceed this we will ask for the full permit price which will also be non refundable. Deposits are payable at the time of booking. The balance of the total price must be paid at least 60 days prior to the trip commencing. You will not be confirmed on the trip until we receive the relevant deposit and if the balance is not paid by the due date then we shall have the right to cancel your booking and retain any deposit.

A.2.3 Payment of deposits and final payments can be made by direct credit transfer into our bank account (details of which will be provided to you upon request) or by debit or credit card. Please note that for payments made by credit carry a charge of 3% and this will be added by us to the amount payable. We will also accept payment by cheque (personal not business) but all fees will not be considered as received until cheque payments are cleared within our bank account.

A.2.4 Changes in transportation costs (including the cost of fuel) taxes, fees, or supplier costs mean that we reserve the right to alter the price of your trip even after the issue of our Confirmation Invoice. No alteration shall be made to the price of your trip within 30 days of the trip commencing. We will absorb and you will not be charged for any increase equivalent to 2% or less of the total price of your trip (excluding any amendment charges). You will be charged for the amount over and above that. If this means that you have to pay an increase of more than 10% of the total price of your trip (excluding any amendment charges), you will have the option of either:-

A.2.4.1 accepting a change to an alternative trip if we are able to offer it. If any alternative trip arrangements are of higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price, or

A.2.4.2 cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days of receiving details of our surcharges. If due to changes in costs etc as mentioned above, the price of your trip goes down by more than 2% of the total price (excluding any amendment charges), then any refund due will be paid to you.

B. CHANGES AND CANCELLATION BY US

B.1 IF WE CHANGE YOUR ARRANGEMENTS BEFORE DEPARTURE

B.1.1 We hope and expect to be able to provide you with all the services we have confirmed to you. However given the nature of our trips, river levels and weather conditions, you are expected to be flexible and accommodate the possibility of alternative arrangements having to be made, even at the last minute and without prior notice. Please note that any itineraries are a guide only

and although we will do our best to endeavour this, this does not form a contractual obligation on us and may be subject to change. In the vast majority of cases any changes will be regarded by us as minor changes. However, if we consider them a "Significant Change" we will endeavour to advise you as soon as reasonably possible. A Significant Change includes, purely by way of example, a significant change of destination arising otherwise than as a result of circumstances beyond our control.

B.1.2 In the case of a Significant Change before your departure we will provide you with three alternatives:

B.1.2.1 alternative arrangements of equivalent or of very closely similar standard and price, if available, or

B.1.2.2 alternative arrangements of a lower standard together with a refund of the difference in price; or

B.1.2.3 cancel your trip with a full refund of all monies paid.

In all 3 cases, compensation will be paid as detailed in clause D.1 below unless the change occurs as a result of circumstances beyond our control where clause H.1 will apply.

B.2 IF WE CANCEL YOUR ARRANGEMENTS

B.2.1 In the unlikely event we need to cancel arrangements we will tell you as soon as possible. However we will not cancel your arrangements less than 30 days before the trip commences unless it is for a reason outside our control as provided in clause H.1. If we have to cancel your trip arrangements we will provide you with three alternatives:

B.2.1.1 alternative arrangements of equivalent or of very closely similar standard and price, if available, or

B.2.1.2 alternative arrangements of a lower standard together with a refund of the difference in price; or

B.2.1.3 cancel your trip arrangements with a full refund of all monies paid.

Any alternative arrangements or cancellation must apply to all persons included in your booking.

In all 3 cases, compensation will be paid as detailed in clause D.1 below unless the change occurs as a result of circumstances beyond our control (in which case clause H.1 will apply) or we cancel as a result of your failure to pay your deposit or the balance or any other sum when due.

C CHANGES AND CANCELLATION BY YOU

C.1 IF YOU CHANGE YOUR BOOKING

C.1.1 If you want to change your trip in any way you must inform us in writing as soon as possible. We will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time.

C.1.2 Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we will also apply an administration charge for each item you want to change as shown in the table below together with any further costs we incur, for example with our suppliers, in making any change.

Table of Administration Charges for Changes made by You

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The costs shown are per change and per person and do not include any further costs that we may incur in making the changes or any charges made by our suppliers for such changes Request for change received more than 10 weeks prior to trip commencing	Request for change received less than 10 weeks prior to trip commencing
£50	£75

C.2 IF YOU CANCEL YOUR BOOKING

C.2.1 If you wish to cancel your trip, you must write to us. Unless notice of cancellation is received prior to the issue of our Confirmation Invoice, we will levy a cancellation charge on the scale shown in the table set out in clause D.1. These charges are based on the estimated cost of cancelling your arrangements and the expenses and losses we are likely to suffer.

C.2.2 If you are unable to take part in the trip, you may be able to transfer your place to someone else suggested by you and acceptable to us subject to the following:

C.2.2.1 You must write to us with full details of who you would like to go instead. We must receive this information at least 14 days before departure.

C.2.2.2 If the change can be made, you will have to pay an amendment fee of £200 together with any extra costs we incur or are asked to pay in order to make the change.

C.2.2.3 Anyone who takes part in the trip instead of you must agree to these terms and conditions.

C.2.2.4 Please note that scheduled airlines often do not allow any name changes within a certain period prior to departure and generally not at all after flight tickets have been issued.

D CHANGES AND CANCELLATION CHARGES

The following table sets out the sums normally payable to us or you in the event of Significant Changes or cancellation. These sums are not payable where we have to make a Significant Change or cancel your trip arrangements as a result of:-

(a) matters outside of our control when clause H.1 shall apply or

(b) where your booking was accepted "subject to availability" or similar and the trip arrangements are not available Period before trip commences in which notice of cancellation or Significant Change is received	Amount you will receive from us if we make a Significant Change	Amount you will receive from us if we cancel	Cancellation Charge if you cancel
More than 90 days	£nil	Return of monies paid only	Deposit only
More than 60 days but less than 90 days	£10 per person	Return of monies paid plus £10 per person	70% of total price

More than 30 days but less than 60 days	£20 per person	Return of monies paid plus £20 per person	100% of total price
Less than 30 days	£30 per person	Return of monies paid plus £30 per person	100% of total price

NOTE "Total Price" means the total price payable by you for the trip excluding any fees payable for any previous changes made by you to the booking

E. LIMITATION OF OUR LIABILITY TO YOU

E1 If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you compensation. However we will not be liable where any failure in the performance of the contract is due to:

E.1.1 you; or

E.1.2 a third party unconnected with the provision of the trip arrangements and where the failure is unforeseeable or unavoidable; or

E.1.3 unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

E.2 Our liability to you, except in cases, shall be limited to a maximum of two times the cost payable to us by you for your place on the trip.

E.3 Should you suffer illness, personal injury or death attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, we will offer you such advice, guidance and assistance as is reasonable in the circumstances.

E.4 Our liability will also be limited in accordance with any relevant international convention in relation to the provision of travel or accommodation services which are incorporated into and form part of your contract with us and we are to be regarded as having all the benefit of any limitation of compensation contained in such conventions.

E.5 Unless otherwise expressly indicated by us in writing, excursions or other tours that you may choose to book or pay for whilst on the trip and which are not included in the price of the trip, are not part of the trip arrangements provided by us. For any such excursion or other tour that you may book, the contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of such excursions or tours or for anything that happens during the course of its provision by the operator even if a member of our staff accompanies the relevant tour or excursion.

E.6 The provisions of clauses E.1 to E.5 inclusive are in addition to any other limitation of liability contained in these Terms and Conditions,

E.7 Nothing in these Terms and Conditions affect any statutory rights that you may have under the relevant jurisdiction applicable pursuant to clause H.6

F YOUR RESPONSIBILITIES

F.1 SPECIAL REQUESTS

If you have a special request (including dietary requirements), we will do our best to help, but we cannot guarantee it except as set out below. We promise to comply with any special request which we have specifically agreed to and confirmed in writing. General confirmation that a special request has been noted or passed on to the supplier or the inclusion of a special request on your Confirmation Invoice or on the acknowledgement of your booking or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed in writing all special requests are subject to availability. If any additional cost is

applicable, it will either be invoiced to you prior to departure or should be paid for locally.

F.2 DOCUMENTATION

You are responsible for ensuring that you satisfy all passport, visa, travel insurance and health certificate requirements and we accept no responsibility for any refusal of travel or entry into any destination or for any liabilities, losses, delays or expenses incurred through any irregularity in such documentation. If you have any queries with regard to documentation and insurance requirements you must raise them with us well in advance of the trip commencing. Any information provided by us with regard to travel documentation is given in good faith but without responsibility on our part.

F.3 HEALTH PRECAUTIONS, SAFETY AND ACCOMODATION

F.3.1 The sporting activities integral to Scottish Salmon Fishing Surgery's holidays involve inherent risks arising from actions including, but not limited to; walking over rough ground, Wading in water (river and/or loch), fishing in or from boats (river and/or loch), casting, golfing and shooting. By booking a holiday, the Client accepts that they are aware of these risks and confirms that they are suitably equipped and of adequate health and physical ability to participate in the sporting activities. If you have any health matters, injuries or other physical factors that may affect your ability to participate in any part of the activities for which you have booked for in the course for your time with us; you must notify us prior to taking part. We will reserve the right to refuse, if such participation, following such a disclosure, may place you or those providing you with the service (e.g. guiding/ghillie) at risk.

F.3.2 Unless expressly stated to the contrary in the holiday proposal and reiterated in the booking confirmation, total prices are based on two Clients sharing a standard twin bedded or double bedded room. In most cases, single occupancy will incur an additional charge. The Company reserves the right to substitute accommodation of a similar or higher standard than that stated in the booking confirmation.

F.3.3 Whilst on the trip you are required to adhere at all times to the advice and instructions given by staff retained by our suppliers to supply any services which form part of the trip.

F.3.3 If you fall ill or suffer an injury or, in our supplier's opinion, are not able to continue with the trip, we reserve the right, following consultation with you, to require you to either leave the trip entirely or for a period or to not take part in a particular aspect of the trip.

F.4 INSURANCE

F.4.1 The Client is required to self-certify that they have in place current and comprehensive travel insurance. Policies must cover cancellation, death, illness, injury, property damage and loss. The Company accepts no liability whatsoever in respect of a false declaration by the Client that insurance is in place. No bookings will be accepted in the absence of a positive self-certification. The Client indemnifies the Company with respect to any claim arising through action, fault or omission by any and all third parties.

F.4.2 You are responsible for ensuring that all information provided to any insurance company is correct and not misleading and we cannot be responsible for any problems that may arise as a

result of any policy of insurance becoming invalid as a result of any error or omission in respect of such information.

F.4.3 Notwithstanding the above it is your responsibility to ensure that the cover provided is suitable and adequate for the trip and your particular needs.

F.5 BEHAVIOUR

F.5.1 Whilst we shall endeavour to provide advice on health and safety whilst on the trip, you must accept that you must behave responsibly in relation to your own safety and security and that of others on the trip.

F.5.2 You are expected to observe and obey any instructions, directions, advice, rules and regulations given or imposed by us or those organising any particular activities.

F.5.3 You will be personally liable for any damages suffered to property or by us or any third party (including loss of business or reputation)

F.5.4 In the event of you failing to comply with the terms of this clause F.5, we and our suppliers reserve the right in our absolute discretion to require you to leave the trip if your behaviour falls short of the standards expected by us and our suppliers. In such circumstances no compensation of any sort (including the return of any monies paid) shall be payable by us and all rights are reserved by us against you.

F.6 FLIGHTS OR OTHER TRAVEL ARRANGEMENTS TO AND FROM THE START POINT

Flights or other travel arrangements to and from the start point of any trip are not included in the costs payable to us and it is your responsibility to arrange flights (if applicable) separately with an appropriate ATOL protected flight agent or direct with the relevant airline or supplier. Any contract in respect of flights or other travel arrangements to and from the start point of the trip will be between you and the relevant supplier, agent or airline. You are required to advise us at least 8 weeks before the start of the trip how and at what time (eg flight numbers etc) you propose to arrive at the start point for the trip and also update us immediately with any proposed changes. Where we have agreed to supply transfers or "meet and greet" services", we will endeavour to accommodate any late changes or delays but we cannot guarantee the same and will not be responsible for any losses or additional costs that you may incur as a result of any late changes and/or delays in respect of your arrival at any pick up point and in such circumstances you may be required at your own cost to make your own arrangements to join the trip.

G. IF YOU HAVE A COMPLAINT

If you have cause for complaint whilst on the trip, you must bring it to the attention of our staff immediately. They will do their best to rectify the situation. If your complaint is not resolved locally, please follow this up within 4 weeks of your return home by email to us at info@scottishsalmonfishingsurgery.com giving all relevant information. If you fail to follow this simple procedure we may not be able to deal with your complaint.

H. MISCELLANEOUS

H.1 CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL

We will not be liable to pay any compensation if we are forced to cancel or in any way change your trip arrangements as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care. These include unavoidable technical problems with transport, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, epidemic or terrorist activity.

H.2 FINANCIAL SECURITY

We are a "Tour Operator" for the purposes of the Package Travel, Package Holidays and Package Tours Regulations 1992 ("Regulations") and in order to comply with the Regulations financial protection has to be accorded to you which would protect you in the event of our insolvency. This financial security is provided by way of Maltings Insurance (policy number MQBI546973XB).

H.3 DATA PROTECTION

Information about you, including names, contact details and any special needs, disabilities or dietary requirements is collected by us. We may disclose this information to our service providers for the purpose of providing you with your trip arrangements. Only information necessary for this purpose will be disclosed to them. Some information, for example relating to religion or health, may be "sensitive personal data" within the meaning of the Data Protection Act 1998. We need this information to cater for your needs, but it is collected on condition that we have your consent. If you do not agree to our use of such information, we cannot accept you on the trip. From time to time we may contact you by post or email with information about further trips. If you do not wish to receive such information, you should notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any request should be

addressed to us at info@scottishsalmonfishingsurgery.com. For further information please refer to our Privacy Policy which is available at www.scottishsalmonfishingsurgery.com

H.4 PUBLICITY AND USE OF IMAGES

We reserve the right to take photographs or films of the trip and to use them in a responsible way in our promotional literature and on our website. Images taken or held by us, remain the property of us and may be used under such circumstances laid out above. We may also reproduce any comments that we receive from you in such literature and on our website www.scottishsalmonfishingsurgery.com unless you do not consent to such use. If you do not agree to the use of your image for the above purposes then we must be informed prior to the trip commencing.

H.5 ACCURACY OF INFORMATION

All specific information supplied in any pre-departure Trip Summary or Information Pack or on our website is correct at the time of publication. Any information provided to us by our service providers, is done so at their liability. We can not be held liable for any inaccuracies supplied by them. Any other information contained in any marketing or preliminary information is designed to provide a general overview of the types of trips we undertake and should not be regarded as a representation forming part of the contract with you.

H.6 JURISDICTION/GOVERNING LAW

Any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with the trip must be brought in the Courts of Scotland and Scottish Law (and no other) will apply to your contract (unless proceedings are brought in England or Northern Ireland, in which case English or Northern Irish law, as applicable, will apply instead).

H.7 COMMUNICATIONS

Please note that we generally communicate with our customers by email. By making a booking with us you agree to such electronic communication method being used., Please be aware that the onus is on you to ensure that your email details are kept up to date, that your email system is operating correctly (including checking that any spam filters are not preventing receipt) and that you check for emails from us on a regular basis as we cannot be responsible for any losses or inconvenience suffered as a result of your email system not operating correctly and/or your failure to check email communications regularly. Where the term "in writing" is referred to in

the terms and conditions herein, this includes emails.

Scottish Salmon Fishing Surgery is governed by Scottish Law.