

FLY FISHER GROUP

UNITING THE WORLD'S FINEST FLY FISHING



BOOKING TERMS & CONDITIONS

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

Please Note: The Company acts as a booking agent for operators and can sell or create international or scheduled flight inclusive packages.

Fly Fisher Group Ltd holds a valid ATOL Licence (Air Travel Organiser's Licence, granted by the Civil Aviation Authority, see www.atol.org.uk) ATOL Licence number 10050.

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

Booking with Fly Fisher Group Ltd

A) Bookings will be confirmed only upon receipt of the appropriate deposit or full payment as indicated on your deposit/full payment invoice. DEPOSIT/FULL PAYMENTS ARE NON-REFUNDABLE.

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 your Questionnaire, received at the time of initial booking, or made by telephone to the Company's office or in writing/e-mail.

E) The Company will undertake to pass on special requests to the operator but cannot guarantee that they will be met. 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 GBP£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 monies paid will only be made by the Company if a full paying replacement booking is taken or the relevant suppliers Terms and 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 prompt refund of all monies (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 monies 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, volcanic eruption, avalanche, fire, adverse weather conditions 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.

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

E) The Company only accepts payment by personal cheque, bankers draft or by direct transfer in either GB£ or US\$.

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 cannot accept responsibility for clients missing flights booked with air operators or travel agents or as a result of 'no-shows' or late check-ins.

C) Private or charter flights where pre-paid by the Company, will operate, reasonable weather and safety precaution delays accepted, as advised in client documents or as advised to clients separately prior to travel. Whereas the tour operators will make every effort to ensure all passengers are aboard the appropriate charter flights organised by such operating partners, the Company cannot accept responsibility for clients missing flights as a result of 'no-shows' or late check-ins. Check-in times for private or charter flights are advised in pre travel information documents. 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

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O: +44 (0) 1367 850429 F: +44 (0) 8709 223653 E: enquiries@flyfishergroup.com W: www.flyfishergroup.com

Fly Fisher Group Ltd, Manor Barns, Southrop Manor, Lechlade, Gloucestershire, GL7 3NX. UK

Registered in England and Wales, Company No: 6541775 VAT Registration No: 948 0722 08

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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, private charter flights 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 solely as a booking agent.

C) The Company cannot be held responsible for any changes of schedule or alterations of conditions of any client air travel which may lead to clients missing part or all of their holiday. The Company cannot be held responsible for the loss of 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 international or scheduled air operator or travel agent issuing tickets for and taking payment for the air travel purchased.

D) Temporary or permanent loss, delay or damage to baggage belonging to Client(s) is the responsibility of the Client(s) unless resulting from the proven negligence of the Company during the period of the holiday booked. 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.

E) The Company acts solely as a booking agent 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 the Client(s) and the suppliers of the transport, accommodation and other components making up the holiday. These conditions may be subject to international conventions limiting and/or restricting the supplier's liability.

B) Some activities, including exposure to wild animals and fish species, carry inherent risks. Client(s) warrant that they will not hold Fly Fisher Group Ltd, the operators or their guides, staff or agents and representatives responsible for

incidents that may arise from such exposure. In addition, Client(s) 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

Flight-inclusive holidays purchased through Fly Fisher Group are protected under ATOL number 10050.

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the

non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

Existing Medical Conditions

It is a condition of booking that Client(s) indicate any existing medical conditions that may affect their ability to undertake the activities and travel of holidays booked with the Company. The Company 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 the Company will attempt to offer a suitable alternative if appropriate. The Company 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. Full Personal Medical Evacuation Insurance and Full Travel insurance is a condition of booking with the Company for travel to certain destinations including but not limited to Russia and Seychelles. 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. In the case of travel to destinations where evidence of Full Travel and Full Medical Evacuation insurance is required, should Client(s) decide not to take out travel insurance or not to provide evidence of such insurance to the Company, the Company retains the right to cancel the booking and retain any deposit or payments made in respect of the Client(s) booking.

These Terms & Conditions constitute part of the contract between the parties, unless varied in writing by the Client(s) and a Director of the Company. Signature of the Questionnaire or payment of all or any part of the monies referred to in "Booking with Fly Fisher Group Ltd" above shall constitute acceptance of the above Terms & Conditions on behalf of the Client(s).

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