# ROXTONS FIELD SPORTS

# **Booking information**

The information contained in this leaflet will be of use when making your booking. It is intended to make you aware of what is involved in your booking and of any pitfalls that may detract from the enjoyment of your holiday. Please read it carefully and call us should you have any questions.





# **Booking your Holiday**

To confirm the booking of your holiday you should complete and sign the booking form enclosed and return it to us with the payment requested. An invoice for the balance will be sent to you approximately ten weeks prior to your departure and final documentation approximately two weeks prior to departure.

# **Booking forms**

It is very important that you complete and sign the booking form for your holiday. Not only does this, and/or payment of a deposit, create an agreement between you and Roxton Bailey Robinson (RBR) Ltd but once completed, it also provides us with the information required to make the necessary arrangements for your trip. An incomplete booking form may mean certain services are not arranged which could detract from your enjoyment.

# Paying for your holidays

Payment for your holiday should be made in the currency in which you have been invoiced. Cheques should be made payable to Roxtons. Bank details for our dollar and euro accounts are available on request.

Bank Transfers should be made to:

#### NatWest Bank Plc

30 Market Place Newbury Berkshire, RG14 5AG

Sort code: 60-15-07

Account name: Roxton Bailey Robinson Ltd

UK £, Account: 62195115

IBAN: GB41NWBK60150762195115

Swift/BIC Code: NWBKGB2L

Any applicable bank charges are the responsibility of the remitter.

Please ensure you tick the relevant box on the telegraphic request for accepting any charges.

To ensure that your account is credited correctly please reference all payments, whether by cheque or bank transfer, with your name and our invoice andbooking number.

### Financial Protection

Roxton Bailey Robinson (RBR) Ltd is a tour operator, licenced by the Civil Aviation Authority, ATOL number 10353. When you buy an ATOL protected flight or flight-inclusive holiday from RBR you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. Not all holiday or travel services offered and sold by RBR will be protected by the ATOL scheme. For more information please see our terms and conditions or visit the ATOL website at www.atol.org.uk.

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Roxtons, member number 5399, and in the event of their insolvency, protection is provided for:

# Non-flight packages

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Roxtons.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: https://www.legislation.gov.uk/uksi/2018/634/contents/made

### YOUR RESPONSIBILITIES

Passport, visa and health requirements can change at any time. It is your responsibility to comply with the current requirements and RBR cannot be held responsible in any way for your failure to do so. It is also your responsibility to ensure that you leave for your holiday with all the relevant and correct travel documents.

# Passports and Visas

A full valid passport is required for all travel outside the UK. Please be aware that some countries require your passport to have at least six months validity from the date on which you end the holiday in that country. If you need to renew your passport, please be aware that applying for a new passport is a lengthy affair so leave plenty of time to do so. Although for most destinations we can assist with visa applications for British Passportholders, Roxtons cannot be held responsible in any way should a country refuse your application.

# Flights and seating

We will advise you on suggested flights and supply an itinerary for your holiday. In some destinations travel schedules can change due to delay, cancellation, adverse weather conditions orother factors outside our control. This can cause missed connections and impose further costs to you for accommodation or ticketing changes.

RBR cannot be held liable for such delays or changes in schedule and any extra costs arising. Airlines reserve the right to change flight schedules without prior notice.

Unless otherwise stated, flight prices quoted by RBR are based on special fares/tickets which are restricted. You should be aware that such tickets, once confirmed, often do not allow for any changes to schedule or refunds. A copy of the airline's full terms and conditions for your ticket type and class can be supplied on request.

We advise that you leave more than the minimum time for check-in and airport formalities. If you miss your flight, airlines will often charge for a new ticket and hotels will not offer any refund should you miss any night's accommodation. RBR cannot be held responsible for any additional costs you may incur for amendments to your itinerary under such circumstances.

Some airlines allow requests for specific seats in all classes of travel. This is dependent on each airline's policy, and you may be required to pay for seating inadvance. Generally, the earlier you check in, the more chance you have of acquiring the seat of your choice. Please remember that it is the airlines themselves and not us who control seat allocation.

# Health and Special Diets

While we can give you an outline of the health risks and requirements for all our destinations, it is important that you check with your doctor onthe latest recommendations for certain countries.

Information is also available from www.fitfortravel.nhs.uk. Special dietary requirements should be requested on your booking form. Due to the remoteness of some of our destinations, it is unrealistic to expect specialdiets to be completely catered for all of the time.

### Travel Insurance

Unforeseen events on your holiday can be expensiveand we strongly recommend that you take out adequate cover. If you have an existing policy, we recommend that you check the level of cancellationcover offered, as this may not be adequate to cover you for the entire cost of your holiday.

Roxtons and Roxtons Field Sports are trading names of Roxton Bailey Robinson Ltd (RBR), (Registered No. 2822364, Registered Office: 25 High Street, Hungerford, Berkshire, RG17 0NF). Roxtons arranges different types of bookings which vary depending on whether they are acting as an agent for the estate/principal/operator or as the principal/operator. The terms and conditions will therefore also vary and depend on the type of booking. When making a booking it is important that you know which terms and conditions apply. If in any doubt please ask Roxtons to clarify the terms and conditions that apply to your booking.

#### PRINCIPAL/OPERATOR TERMS AND CONDITIONS

RBR acts in this circumstance as operator / principal and is based on RBR providing an overseas air package which includes international flights. If flights are not included, the conditions may vary, in particular the financial protection under Clause 1. Please ask if you need further clarification.

#### 1. YOUR FINANCIAL PROTECTION

RBR is a tour operator, licensed by the Civil Aviation Authority, ATOL number 10353. When you buy an ATOL protected flight or flight-inclusive holiday from RBR 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. RBR, or the suppliers identified on the ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative).

In some cases, where neither RBR nor the supplier are ableto do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have boughtor 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 thatin 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 RBR, 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 RBR, the travel agent (or your credit cardissuer where applicable). You also agree that any such claimsmay be reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

For further information visit the ATOL website at www.atol.org.uk.

The price of RBR's air holiday packages includes an amount per person as part of the ATOL Protection Contribution (APC) RBR pay to the CAA. This charge is included in RBR prices. The Association of bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements regulations 2018 for Roxtons, member number 5399, and in the event of their insolvency, protection is provided for the following: 1) non-flight packages and 2) flight inclusive packages that commence outside of the EEA, which are sold to customs outside of the EEA. ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made outside the EEA are only protected by ABTOT when purchased directly with Roxtons. In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our

24/7 helpline on 01702 811397 and advise you are a customer of an ATOT protected travel company. You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: https://www.legislation.gov.uk/uksi/2018/634/contents/made

#### 2. YOUR HOLIDAY CONTRACT

- 2.1 There will be no binding contract for your holiday until RBR has received a signed booking form and/or payment of the deposit/sum shown on the invoice.
- 2.2 The holiday contract is made by RBR with the person who signs the booking form, even though payments may be made by others, and every person signing the booking form is fully responsible for the holiday contract.
- 2.3 Your holiday contract with RBR is made up of the following:
- · These conditions.
- The relevant information in the brochure. Any changes to the particulars given in the brochure will be set out in the itinerary or advised in writing. RBR makes checks to ensure that the descriptions, information and opinions given in brochures used by RBR concerning the airlines, hotels, facilities and suppliers are correct, and based on the latest information available at the time of going to press. However, because brochures are necessarily prepared some time in advance, such matters may change by the time you are ready to book your holiday. Your holiday contract is made on the basis of the changes notified in the itinerary or in writing.
- The booking form. This will provide RBR with information needed to make the holiday arrangements. Although RBR always informs suppliers of your special requests and does what it can to encourage suppliers

to accommodate them, it is the suppliers who control whether the request is met and RBR cannot guarantee this. This is especially true of dietary requirements.

- The invoice.
- The itinerary. This will identify if a holiday service is dependent on participation by a minimum number of people. If so the service may be cancelled by RBR in writing within the period indicated in the itinerary without compensation if the minimum take-up is not achieved and if the service has been paid for then the sum paid will be refunded by RBR.

- Terms and conditions or conditions of carriage for third party accommodation providers and third party carriers (see clause 2.4).
- It is very important to check the details on the itinerary and
  invoice when you get them. This is because they set out the
  details of the holiday RBR believes you have booked. If you
  think there is an error you should contact RBR immediately so
  that RBR can sort out any problems surrounding what RBR or
  you are expected to do. Changes can only be made by the
  persons signing the booking form or by someone they
  authorise in writing.
- 2.4 RBR may provide accommodation, transport or activities from third party accommodation providers, third party carriers or suppliers. The provision of these arrangements will be subject to the terms and conditions of each provider, carrier or supplier as part of your holiday contract with RBR. The terms and conditions or conditions of carriage for these third party accommodation providers, carriers and suppliers can be found on that provider's web site and should be read carefully before you book your holiday with RBR. You acknowledge and agree that your holiday contractis subject to the relevant third party accommodation providers', carriers' and suppliers' terms and conditions in addition to these booking conditions. We recommend that you print a copy of the applicable third party accommodation providers', carriers' and suppliers' terms and conditions when making a holiday booking with RBR as these contain limitations and exclusions of liability. If you change your mind, cancellation charges are payable if a booking is cancelled or amended after it has been confirmed in accordance with clause 2.1.

#### 3. PRICE

- 3.1 RBR guarantees that up until 30 days before your departure date the price of your holiday will not be subject to surcharges except for:
- variations in transportation costs, including the cost of the fuel variations in duties, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports
- the exchange rates applied to the holiday booking and that within 30 days of your departure date the price of your holiday will not be subject to any surcharges.
  - 3.2 Should above price variations result in the cost of your holiday going up:
  - RBR will absorb and you will not be charged for any increase equal to up to 2% on your holiday price (that is, you will only have to pay the increase over and above 2% of the holiday price)
  - If the holiday price increases by more than 10%, you will have the right to cancel within 14 days without liability (see clause 6.1 below)
  - 3.3 RBR often receives contract rates from suppliers including hotels and airlines which are confidential and under agreement with the suppliers cannot be divulged to third parties and nor can the individual components be sold or priced individually but must be packaged together. RBR will not give any breakdowns whatsoever of the price of a holiday.

3.4 If you are booking through an agent of RBR, when you buy a flight-based holiday, all monies you pay to the travel agent are held by him on behalf and for the benefit of the Trustees of the Air Travel Trust at all times. This is subject to the agent's obligation to pay it to us for so long as we do not fail. If we fail, any money held at that time by the agent, or subsequently accepted from you by him, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by him on our behalf at all times.

#### 4. PAYMENT

- 4.1 If you are booking within 10 weeks of the departure date, then full payment is required from you at the time of booking.
- 4.2 If you are booking more than 10 weeks before the departure date, then you need only pay the deposit shown on the invoice at the time of booking, and you must pay the balance at least 8 weeks prior to departure. RBR will send a reminder approximately 10 weeks before the departure date.

# 5. CHANGES TO THE HOLIDAY OR PERSON TAKING THE HOLIDAY

Ву уои:

- 5.1 A change must be requested in writing by the person who signed the booking form.
- 5.2 If you or any person on the holiday is prevented from travelling, RBR will agree to that person's booking being transferred to another person who satisfies all the booking terms, subject to both persons accepting joint and several liability for full payment of the price and RBR's charge for confirming the transfer and any additional costs arising from the transfer. RBR must be given reasonable notice of the transfer request, which is considered to be at least 14 days prior to the outward departure date.
- 5.3 RBR will assist you if you wish to make changes to your booked holiday but cannot guarantee that relevant suppliers will agree to your changes. There will be a minimum administration charge of £40 plus VAT per person in your party affected, and you will also have to pay the costs associated with the change. Changes may include (by way of example only) travel or accommodation and in addition to the administration charge above, RBR reserves the right to render cancellation charges where the relevant supplier treats the change as a cancellation. Please note that the administration charges are payable whether or not RBR is successful in making the change and that where you wish to transfer a booking in circumstances where clause 5.2 does not apply then the supplier may insist that this is treated as a cancellation and rebooking and RBR reserve the right to pass on the cancellation charges to you that arise as a result.

#### Bν RBR:

- 5.4 It is unlikely that RBR will have to change your booking but holiday arrangements are made many months in advance and RBR is dependent upon a number of essentialsuppliers. RBR therefore reserves the right to do so. In some destinations travel schedules or holiday services can be changed, delayed or cancelled because of circumstances outside our control. This can cause you to miss travel connections, cause disappointment and impose further costs which RBR reserves the right to charge to you.
- 5.5 If RBR makes a significant change to an essential term of the holiday contract before departure then RBR will notify you as soon as possible. You can either:
- have a full refund: or
- accept a substitute package from RBR of equivalent or closely similar standard and price if one is available; or
- choose a substitute package of a lower standard to the travel arrangements booked together with a refund of the difference in price.

RBR will if appropriate pay you compensation as provided in clause 7.

5.6 If after departure RBR is unable to provide a significant proportion of the services it had agreed to provide as part of the holiday contract, RBR will notify you as soon as possible and do its best to make suitable alternative arrangements at noextra cost to you. If RBR cannot do so or you refuse to accept these for good reasons, RBR will arrange to fly you back to your UK departure airport (if the arrangements RBR agreed to provide included flights) or to transport you to the point RBR's contracted services commenced (if elsewhere than your hotel) as soon as it reasonably can. RBR will, if appropriate, also pay you compensation as provided in clause 7 below.

#### 6. CANCELLATION

Ву уои:

- 6.1 Should surcharges result in the total cost of your holiday increase by more than 10%, then you may cancel the booking within 14 days of issue of the revised invoice and receive a full refund of all payments made to RBR less amendment charges and insurance premiums where the policy can be re-used or retransferred without penalty.
- 6.2 If you cancel the holiday for any other reason RBR will be entitled to retain a percentage of the payment made by you as compensation. You must be aware that cancellation relates not only to the whole holiday booking but may extend to any component of the holiday such as (by way of example only) individual travel or accommodation components. In certain circumstances cancellation of travelor accommodation arrangements may result in up to 100% of the cancellation charges being levied in respect of the relevant individual component of the holiday irrespective of the notice period given to RBR and RBR will always take reasonable steps to try to reduce its losses. The compensation amount will differ according to whether the holiday period is during peak times or off-peak times and the compensation will always be subject to the amounts setout in the tables below. A cancellation must be in writing signed by the person who signed the booking form.

OFF-PEAK PERIOD	
Period between notification of cancellation and departure date charge	e Amount of cancellation
More than 56 days	Amount of deposit paid
	The higher of the deposit paid or the relevant sum as below:
	40% of holiday price plus amendment charges paid
	50% of holiday price plus amendment charges paid
	75% of holiday price plus amendment charges paid
	100% of holiday price plus amendment charges paid
PEAK PERIOD	
Period between notification of cancellation and departure date charge	e Amount of cancellation
More than 56 days	Amount of deposit paid or the relevant sum as below:
Less than 56 days	The higher of the deposit paid

By RBR:

56 - 43 days

42 - 0 days

6.3 RBR will notify you as quickly as possible of any cancellation.
6.4 RBR may cancel the holiday if you do not pay the balance of the price on time and RBR may retain the deposit you have paid.
6.5 It is unlikely that RBR will have to cancel your holiday in any other circumstances but holiday arrangements are made many months in advance and RBR is dependent upon a number of essential suppliers. Therefore RBR reserves the rightto do so, but you will be entitled to either:

75% of holiday price plus

amendment charges paid

100% of holiday price plus

amendment charges paid

- have a full refund; or
- accept a substitute package from RBR of equivalent or closely similar standard and price, if one is available; or
- choose a substitute package of a lower standard to the travel arrangements booked together with a refund of the difference in price.
   RBR will also if appropriate pay you compensation as

# 7. LIABILITY, LIMITS ON LIABILITY AND COMPENSATION

provided in clause 7 below.

7.1 RBR accepts responsibility, subject as limited by these booking conditions, for supplying to you all holiday services booked by you, even though RBR will have engaged independent suppliers to provide certain of these services. For the avoidance of doubt RBR is not responsible for and has no liability for the acts or omissions of persons who are not acting as its employees or suppliers (such as for excursions or other activities which you do not book through RBR, since these are contracts by you with the local supplier and not with RBR).

7.2 RBR will have no liability to pay compensation to you for any failure to properly perform the holiday contract, where the failure is attributable to you. Examples would be that any member of your party is unable to travel for medical reasons, or fails to take his/her passport with him/her or a passport which meets the requirements of the country(ies) of the holiday (some countries require you to have at least 6 months validity on your passport from the date on which you leave that country), or to get a required visa or health certificate, or to check in early enough to catchthe flight or to turn up in time for an excursion/activity for whatever reason, or mislays or loses holiday documentation, or is reasonably excluded by a supplier because of misconduct or medical reasons, or is not provided with a holiday service because of an error in the information given by you.

7.3 RBR will have no liability to pay compensation to you for any failure to properly perform the holiday contract, where the failure is:

- attributable to a third party unconnected with the provision of the holiday services, and which was unforeseeable or unavoidable
- due to unusual and unforeseeable circumstances beyond RBR's control, the consequences of which could not have been avoided even if all due care had been exercised
- due to an event which RBR, even with all due care, could not foresee or forestall.
   Examples of the above circumstances would be war, riot, civil strife, industrial dispute, terrorist activity, actions of governments or other state bodies, unavoidable technical problems with transport, machinery or equipment, power failure, natural or nuclear disaster, avalanche, fire, adverse weather conditions or levels of water in rivers, or that any of the above are threatened.

7.4 Where RBR is required to pay you compensation, whether as provided in these booking terms or otherwise, RBR will pay £100 per person. RBR may in appropriate circumstances increase the sum but RBR's liability to pay compensation shall be limited in all circumstances to the lesser of:

- a maximum of 3 times the price of the holiday, except as regards any liability in respect of death or injury
- for air, sea or rail travel and the provision of accommodation
  to the extent permissible under relevant international
  conventions (e.g. the Montreal Convention for travel by air,
  the Athens Convention for travel by sea, the Berne
  Convention for travel by rail and the Paris Convention in
  relation to the provision of accommodation) or the transport
  companies' contractual terms. The

transport companies' contractual terms are incorporated into these booking terms. Copies of relevant international conventions and transport companies' contractual terms are available on request.

Transport companies' contractual terms often prohibit you from changing the schedule, do not allow refunds, allow the carrier to change schedules without prior notice, restrict free luggage and restrict or deny compensation for delays and cancellation.

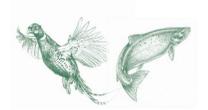
You should note that under EU Regulation 261/2004 where you have been denied boarding, suffered a cancellation or delay to your flights you may have a right to a refund or compensation under the Regulation. Details of your rights will be available from airlines and EU airports. If you are reimbursed under the Regulation you will not be automatically entitled to a refund of your holiday cost from RBR under this clause. Should any payments be due to you from RBR, RBR will be entitled to deduct from such payment any payment made to you by an airline.

#### 8. COMPLAINTS

If you have a complaint about your holiday then you should immediately contact RBR's representative, even while on holiday, because matters are most easily resolved on the spot where RBR's representative can see and understand the exact nature of the problem you have. It is unreasonable to take no action while you are on holiday, then complain afterwards. If RBR's representative cannot sort out your problem before you return home then you should contact RBR within 28 days of returning home. If you do not complain within that period then this may affect RBR's ability to investigate your complaint and mayimpact on the way that your complaint is dealt with.

#### 9. LAW AND JURISDICTION

Any dispute between you and RBR will be governed by the laws of England. Any legal action concerning your holidayor these booking terms shall be brought in the English Courts, unless you live outside England when your local court will also have jurisdiction.



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