# TERMS AND CONDITIONS

Please Read This Carefully. These terms and conditions are issued by S.E.L.C S.A.R.L limited as ("the operator") and form part of the contract between the Operator and you and govern the terms on which the operator offers holiday services

No contract shall be formed between you and the operator until you have received confirmation that the operator has accepted your booking. The completion of a booking form or receipt of the confirmation documentation confirms acceptance of the operator's terms and conditions. It is responsibility of the person booking the holiday ( " the group leader ") to ensure that all members of his / her party are aware of these terms and conditions.

"We", "Us", or "Ours" means the Operator.

## <u> Payment :</u>

You will pay a deposit of 150 Euros when you are booking your holiday unless otherwise agreed by us.

The balance of your payment is due as stated in the brochure.

In the event that you do not make a payment in full by the due date of your holiday, it may be cancelled and cancellation charges will apply.

Cancellation By You :

You can only cancel your holiday by sending us notice in writing by post. Your cancellation is only effective from the date we receive your written notification. If you cancel 56 days or more before the start date you will forfeit your deposit.

If you cancel less than 56 days before the start of your holiday you will forfeit your deposit and still have to pay the balance of your holiday price. However if we are able to re-let your holiday we will refund the whole or part of the holiday price up to the amount we obtain from the re-letting.

## <u>Amendments :</u>

If you wish to amend details of your holiday we will try and accommodate you. We are however not bound to accept any amendment. Any request for amendment should be made in writing and any amendments to your holiday will attract a non-refundable administration charge of 20 Euros per person.

Occasionally we have to make changes to the holidays. we therefore have to reserve the right to either amend your holiday. except where you have failed to make payment, we will offer you the choice of a full refund of all monies paid to us or the purchase of an alternative holiday ( if available ) with you paying or receiving a refund in respect of any prices difference.

In all cases our liability is limited to either refund of the price or the offer of an alternative holiday (where available) and we cannot meet any costs or expenses you incur as a result of any cancellation or charge. No compensation is payable and no liability offered other than refund of the money you have paid or an alternative holiday. Claims for compensations for loss of enjoyment or other expenses not arranged with us, including traveling expenses or travel tickets, are specifically excluded.

Minor changes do not entitle you to cancel or change to another holiday without paying our normal charges.

The Group Leader is responsible for ensuring that members of the party follow all safety regulations and other directions at the site. We reserve the right to refuse admissions or to remove you from the site if you or any members of your party do not follow such safety regulations. In that situation we will not have any further responsibility or liability. we shall not be liable for any costs, loss or damage and no refunds will be made.

You will be asked to pay a security deposit of 100 euro per person on arrival at the venue. Every person are responsible for any damage done or loss sustained to any facilities and fishing package at the site during the stay.

If in the reasonable opinion of the Manager of the site you or any member of your party is unsuitable to remain at the site because of suspected or actual influence of drugs or alcohol or because of irresponsible behavior likely to cause danger to themselves, other persons, fishes or property then you and / or members of your party can be removed from the site. In that situation neither the Manager nor we will have any further responsibility or liability. We shall not be liable for any costs, loss or damage and no refunds will be made.

You also agree to the followings regulations:

### • Fishery rules

- Safety acceptance form
- Dog regulation

## Force Majeure :

We cannot accept liability and no compensation will be payable where the performance or prompt performance of our contract with you is prevented or affected by "force majeure" In these terms "force majeure" means any event that we or any other supplier of the services in question could not, even with due care, have foreseen and avoided. This may include war, threat of war, riot, civil strike, industrial action, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions and all similar events outside our control.

People Aged Under 18 :

The Group Leader must be over the age of 18 years. It is the Group Leader's responsibility to ensure the safety of any member of the party under the age of 18 years.

#### Insurance :

It is your responsibility to insure that you have adequate travel and personal insurance to cover all instances of death, personal injury, loss and / or damage to property and / or medical expenses. The booking of a holiday is confirmation by the Group Leader, to us, on behalf of the group, that appropriate insurance is in place.

It is your responsibility to read your policy details carefully and take them with you on holiday. It is your responsibility to insure cover you purchase is adequate to your particular needs.

## <u>Travel :</u>

For Independent Travelers .

We only offer the services described in the brochure. It is your responsibility to ensure that you make appropriate travel arrangements.

It is no part of our contract to supply you with travel arrangements nor can we accept any liability what so ever in this regard.

Passport / Visa / Vaccination :

It is your recommended that you and each and every members of the party possess a valid passport and visa ( if applicable ). It is your responsibility to ensure that you have any applicable vaccinations before you travel. If you fail to obtain any relevant documentation or vaccinations before your travel you are solely responsible for any costs, loss or damage which you incur as a result of that failure. We shall not be liable for any costs, loss or damage and no refunds will be made.

### Data Protection Polecy :

You consent to our use of any personal details provided to us for our own internal administrative purpose and for future marketing. If you provide us with fax, phone or email details you authorize us to contact you using that method. If you decide that you no longer wish us to communicate with you, or the details we hold on you change, or you decide to register with the telephone preference service or the fax preference service in the Uk or any equivalent you agree to tell us to enable us to update our records.

We will hold your information and may use it to inform you of offers in the future or to send you brochures. Again if you do not want to receive this information in the future please write to us.

We will not provide your details to selected third parties for marketing purposes.

## **Brochure Details :**

we take every reasonable precaution to ensure that all details in the brochure are accurate .There may however be small differences between the actual services offered and their description in the brochure. Occasionally some facilities or services may become unavailable or subject to restriction. We cannot accept responsibility for any inaccurate ,incomplete or misleading information except in the case of negligence by us.

### This Contract :

This contract is governed by French law. We and you are agree to submit any dispute to the exclusive jurisdiction of the Courts Of France in Rodez.

### **Complaints And Claims :**

Each anglers enters the lake for the purpose of fishing completely at their own risk.

If you have a complaint whilst you are on a holiday please inform the Manager immediately so that remedial action, where possible, can be taken.

If your complaint cannot be resolved then please contact us on telephone no.UK 02034682745 as soon as possible and we will endeavor to help you.

If you remain dissatisfied and wish to make a claim against us then you must right to us within 28 days of your return home giving full detail and your booking references number.

For all complaints and claims which do not involve personal injury, illness or death we cannot accept any liability if you fail to notify any complaints or claim within 28 days of your return home as we have been deprived of the opportunity to investigate and if appropriate rectify the problem.

#### <u>Liability :</u>

Each anglers enters the lake for the purpose of fishing completely at their own risk.

You must take all necessary steps to safeguard your personal safety. We accept no liability for any death or personal injury unless this results from the negligence of us or our employees ( provided they were at the time acting in a course of their employment ).

We will not be responsible for any injury, illness, death, loss ( for example loss of enjoyment ), damage expense, cost, car damage or other sum or claim of any description what so ever which result from any of the following :

(a) the fault of either you or a member of your party; or

(b) the fault of any third party; or

(c) In event or circumstances which were you could not have predicted or avoided even after taking all reasonable care; or

(d) the fault of anymore not carrying out any work for us.

the maximum amount we may have to pay you for any and all claims or part of claims which do not involve personal injury, illness or death is limited. The maximum amount we will found liable to you on any basic, is the price of the holiday. (excluding amendment charges) This maximum amount will only be payable when you have not received any benefit at all form your holiday.

#### Notices :

Any notices due to be served under these terms and conditions will be sent by us to the address given on your booking form. you must write to us at S.E.L.C. S.A.R.L. Lac de Cavagnac 12390 BOURNAZEL FRANCE .