

BOOKING CONDITIONS

Shooting in Slovakia is a trading name of Shooting in Slovakia Limited. ("SIS" (Registered No. 05847812, Registered office 9 Tynemouth St, SW6 2QS, England).

Your holiday contract

1.1 There will be no binding contract for your holiday until SIS has received payment of the deposit.

1.2 The holiday contract is made by SIS with the person who either pays the deposit or confirms by other form of written communication including letter, fax or email. Even though payments may be made by others, and every person signing the booking form or confirming in writing is fully responsible for the holiday contract.

1.3 Your holiday contract with SIS 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. SIS makes checks to ensure that the descriptions, information and opinions given in brochures used by SIS 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 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 SIS 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 SIS.

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 SIS believes you have booked. If you think there is an error you should contact SIS immediately so that SIS can sort out any problems surrounding what SIS 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. Price

2.1 Payments should be made either by cheque or BACs payment. SIS does not accept credit or debit cards.

2.2 SIS 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.

2.3 Should above price variations result in the cost of your holiday going up:

- SIS 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 5.1 below)

2.4 SIS will not give any breakdowns whatsoever of the price of the holiday.

2.5 Overages and underages. Overages will be paid at the rate of €28 per bird. Should the number of cartridges used to birds taken equal or exceed a ratio 3:1 then no underages will be due. If the number of birds presented is clearly sufficient for the number of birds required then no underages are due.

2.6 The loaders will count the birds shot on each drive during the day. The pricked birds count as taken and will be included on the cards. The numbers of birds on the cards will be used to calculate the amount of overages due. If the birds on the ground at the end of the day are more than 10% less than the numbers on the cards SIS will endeavour to reduce the overages.

3. Payment

3.1 If you are booking within 10 weeks of the departure date, then full payment is required from you at the time of booking.

3.2 If you are booking more than 10 weeks before the departure date, then you need only pay 50% deposit at the time of booking, and you must pay the balance at least 8 weeks prior to departure.

4. Changes to the holiday or persons taking the holiday

By you:

4.1 A change must be requested in writing by the person who signed the booking form or otherwise confirmed in writing.

4.2 If you or any person on the holiday is prevented from traveling, SIS 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 SIS's charge for confirming the transfer and any additional costs arising from the transfer. SIS must be given reasonable notice of the transfer request, which is considered to be at least 28 days prior to the outward departure date.

4.3 SIS 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. Please note that the administration charges are payable whether or not SIS is successful in making the change and that where you wish to transfer a booking in circumstances where clause 4.2 does not apply then the supplier may insist that this is treated as a cancellation and rebooking.

By SIS:

4.4 It is unlikely that SIS will have to change your booking but holiday arrangements are made many months in advance and SIS is dependent upon a number of essential suppliers. SIS 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 SIS reserves the right to charge to you.

4.5 If SIS makes a significant change to an essential term of the holiday contract before departure then SIS will notify you as soon as possible. You can either:

- have a full refund; or
- accept a substitute package from SIS 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.

SIS will if appropriate also pay you compensation as provided in clause 6 opposite.

4.6 If after departure SIS is unable to provide a significant proportion of the services it had agreed to provide as part of the holiday contract, SIS will notify you as soon as possible and do its best to make suitable alternative arrangements at no extra cost to you. If SIS cannot do so or you refuse to accept these for good reasons, SIS will arrange to transport you to the point SIS's contracted services commenced (if elsewhere than your hotel) as soon as it reasonably can. SIS will, if appropriate, also pay you compensation as provided in clause 6 opposite.

5. Cancellation

By you:

5.1 Should surcharges result in the total cost of your holiday increasing 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 SIS less amendment charges and insurance premiums where the policy can be re-used or re-transferred without penalty.

5.2 If you cancel the holiday for any other reason Shooting in Slovakia Ltd will be entitled to retain part of the payment made by you as compensation in accordance with the table below. A cancellation must be in writing signed by the person who signed the booking form.

<i>Period between notification of cancellation and departure date</i>	Amount of cancellation charge	
<i>More than 56 days</i>	Amount of deposit paid	
<i>Less than 56 days</i>	The higher of the deposit paid or the relevant sum as below:	
	56 - 43 days	75% of the holiday price plus amendment charges paid
	42 - 0 days	100% of the holiday price plus amendment charges paid

By SIS:

5.3 SIS will notify you as quickly as possible of any cancellation.

5.4 SIS may cancel the holiday if you do not pay the balance of the price on time and SIS may retain the deposit you have paid.

5.5 It is unlikely that SIS will have to cancel your holiday in any other circumstances but holiday arrangements are made many months in advance and SIS is dependent upon a number of essential suppliers. Therefore SIS reserves the right to do so, but you will be entitled to either:

- have a full refund; or
- accept a substitute package from SIS 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.

SIS will also if appropriate pay you compensation as provided in clause 6 below.

6. Liability, limits on liability and compensation

6.1 SIS accepts responsibility, subject as limited by these booking conditions, for supplying to you all holiday services booked by you, even though SIS will have engaged independent suppliers to provide certain of these services. For the avoidance of doubt SIS 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 SIS, since these are contracts by you with the local supplier and not with SIS).

6.2 SIS 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 any required visa, permit (including, but not restricted to the relevant gun permit) or health certificate, or to check in early enough to catch the 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.

6.3 SIS 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 SIS's control, the consequences of which could not have been avoided even if all due care had been exercised
- due to an event which SIS, 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.

6.4 Neither SIS nor any person assisting or collaborating with SIS shall be liable for death, bodily injury or illness caused to the client, unless caused by the direct and proven negligence of SIS and/or its suppliers.

6.5 Where SIS is required to pay you compensation, whether as provided in these booking terms or otherwise, SIS will pay £40 per person. SIS may in appropriate circumstances increase the sum but SIS's liability to pay compensation shall be limited in all circumstances to:

- a maximum of twice times the price of the holiday, except as regards any liability in respect of death or personal injury caused by SIS negligence.

7. Complaints

If you have a complaint about your holiday then you should immediately contact SIS's representative, even while on holiday, because matters are most easily resolved on the spot where SIS'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 SIS's representative cannot sort out your problem before you return home then you should contact SIS within 28 days of returning home. If you do not complain within that period then this may affect SIS's ability to investigate your complaint and may impact on the way that your complaint is dealt with.

8. Law and jurisdiction

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