ROXTONS

WORLWIDE SHOOTING TERMS AND CONDITIONS

Roxtons and Roxtons Field Sports are a trading name of Roxton Bailey Robinson Ltd (RBR), (Registered No. 2822364, Registered Office: The Courtyard, 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.

These terms and conditions are for bookings where Roxtons is the principal/operator. Your financial protection depends on whether your booking is a package or not.

1. YOUR FINANCIAL PROTECTION

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 5658, and in the event of their insolvency, protection is provided for the following: non-flight packages.

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 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 to be 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

2. YOUR HOLIDAY CONTRACT

2.1 There will be no binding contract for your holiday until Roxtons has received a completed booking form and/or payment of the deposit/sum shown on the invoice.

2.2 The holiday contract is made by Roxtons 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 Roxtons is made up of the following:

- These conditions.
- The relevant information on the product as provided. Any changes to the particulars given in the brochure will be set out in the itinerary or advised in writing. Roxtons makes checks to ensure that the descriptions, information and opinions given used by Roxtons 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 marketing literature is necessarily prepared some time in advance, such matters may change by the time you are ready to book your holiday. Your holiday contract is based on the changes notified in the itinerary or in writing.
- The booking form. This will provide Roxtons with information needed to make the holiday arrangements. Although Roxtons 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 Roxtons 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 Roxtons 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 Roxtons.
- 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 Roxtons believes you have booked. If you think there is an error, you should contact Roxtons immediately so that Roxtons can sort out any problems surrounding what Roxtons 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 Roxtons 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 Roxtons. 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 Roxtons. You acknowledge and agree that your holiday contract is 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 Roxtons 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 Roxtons 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:

- Roxtons 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 Roxtons 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. Roxtons will not give any breakdowns whatsoever of the price of a holiday.

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. Roxtons will send a reminder approximately 10 weeks before the departure date.

5. CHANGES TO THE HOLIDAY OR PERSON TAKING THE HOLIDAY

By you:

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, Roxtons 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 Roxtons's charge for confirming the transfer and any additional costs arising from the transfer. Roxtons 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 Roxtons 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, Roxtons 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 Roxtons 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 Roxtons reserve the right to pass on the cancellation charges to you that arise as a result.

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

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

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

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

5.6 If after departure Roxtons is unable to provide a significant proportion of the services it had agreed to provide as part of the holiday contract, Roxtons will notify you as soon as possible and do its best to make suitable alternative arrangements at no extra cost to you. If Roxtons cannot do so or you refuse to accept these for good reasons, Roxtons will arrange to fly you back to your UK departure airport (if the arrangements Roxtons agreed to provide included flights) or to transport you to the point Roxtons's contracted services commenced (if elsewhere than your hotel) as soon as it reasonably can. Roxtons will, if appropriate, also pay you compensation as provided in clause 7 below.

6. CANCELLATION

By you:

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 Roxtons 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 Roxtons 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 travel or 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 Roxtons and Roxtons will always take reasonable steps to try to reduce its losses.

6.3 Roxtons will notify you as quickly as possible of any cancellation.

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

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

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

Roxtons will also, if appropriate, pay you compensation as provided in clause 7 below.

7. LIABILITY, LIMITS ON LIABILITY AND COMPENSATION

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

7.2 Roxtons will have no liability to pay compensation to you for any failure to properly fulfil 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 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.

7.3 Roxtons 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 Roxtons's control, the consequences of which could not have been avoided even if all due care had been exercised
- due to an event which Roxtons, even with all due care, could not foresee or forestall.
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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 Roxtons is required to pay you compensation, whether as provided in these booking terms or otherwise, Roxtons will pay £100 per person. Roxtons may in appropriate circumstances increase the sum but Roxtons's liability for paying 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 Roxtons under this clause. Should any payments be due to you from Roxtons, Roxtons 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



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

9. LAW AND JURISDICTION

Any dispute between you and Roxtons 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.

