

Terms and Conditions

Fly Odyssey Ltd. Company No. 6172328

Your contract is with Fly Odyssey Limited, here after referred to as 'we, our or us' which is registered in England under company number 6172328, of which Fly Odyssey Ltd is the trading name. You acknowledge that Fly Odyssey Ltd, is an arranger *only* of fishing excursions and vacations, and does so through services provided by others for travel, meals, accommodations, boating, guide services, and instruction.

By making a deposit payment to Fly Odyssey Ltd confirming your booking you acknowledge that you have read and understand all the terms and conditions outlined here and agree to be bound by them.

1. Booking, confirmation and payment

a In order to secure a booking a deposit payment as specified in the holiday package invoice must be received by Fly Odyssey Ltd. In the case of bookings made within ten weeks of departure, the full holiday price must be paid to confirm booking (unless specified by Fly Odyssey Ltd). Receipt of deposit confirms your booking and acceptance of the following Terms and conditions.

b We will then send you a written confirmation of the booking so as to establish a binding contract between us which will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

c The balance of the holiday must be paid not later than ten weeks prior to departure and if not received on time we reserve the right to treat the booking as cancelled by you and to levy cancellation charges.

d Special Requests should be indicated in writing. We will try to arrange for Special Requests to be met, but cannot guarantee that they will be, nor will we be liable if any Special Request is not met.

2. Your Financial Protection

a When you buy an ATOL protected air holiday package and/or flights from Fly Odyssey Ltd you will receive a Confirmation Invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 10359. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk

b The price of our air holiday packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.

c 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 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.

d Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. In the case of non- licensable arrangements customers' prepayments are protected by a ABTOT policy. The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under the Package Travel, Package Holidays and Package Tours Regulations 1992 for Fly Odyssey Ltd, and in the event of their insolvency, protection is provided for the following:

1. non-flight packages commencing in and returning to the UK;

2. non-flight packages commencing and returning to a country other than the UK;
and

3. flight inclusive packages that commence outside of the UK, which are sold to customers outside of the UK.

1, 2 and 3 provides for a refund in the event you have not yet travelled. 1 and 3 provides for repatriation. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Fly Odyssey Ltd.

3. Alterations by you

If, after we have confirmed a booking, you request a change in the dates or content of your itinerary we will do our best to meet your revised requirements and reserve the right to charge an alteration fee of 2% of the holiday price but any such requests received within ten weeks before departure may be treated as a cancellation and re-booking and thus subject to cancellation charges.

Many of our suppliers particularly airlines and guides/ lodges operators do not permit us to change names or travel dates and impose full cancellation charges, we will pass these onto you in addition to our alteration fee where applicable.

4. Abandonment by you

If you choose, in the course of your holiday, to abandon the arrangements made by us on your behalf and instead prefer to make your own arrangements, unless we are at fault, we accept no liability and no refunds will be made for the services you choose not to take. Abandonment of your holiday may also be deemed to have taken place if you miss your outward means of transportation through no fault of ours although we will assist you in whatever way we can to make new arrangements for you. You would have to pay for any costs incurred. Travel tickets and hotel or car-hire vouchers are only valid for the dates shown and cannot be transferred to different dates.

5. Cancellation by you

a Cancellations by you must be in writing to us and will be effective on the day we receive them.

b Depending on when notification of cancellation is received cancellation charges will apply in accordance with those conditions of our supplier or tour operator. In most cases 50% non refundable deposits are required to confirm a booking and non refundable balance payments are due 12 weeks prior to departure date.

Note: We endeavour in all cases to arrange for alternate dates to be used in the event of trip cancellation due to unforeseen circumstances.

c If the cancellation charges of our suppliers vary to those outlined above in point (b) the suppliers charges will be applied to the cancellation.

c We cannot give any allowance or refund for meals, accommodation, transport etc., not taken when these are included in the holiday price nor once the holiday has started can we give any refunds for canceling part of the holiday.

d If your reason for canceling is because of events beyond your control (e.g. Illness, death of a close relative etc.) you may transfer your booking to another party (except for flights) provided that you give us reasonable notice to make such arrangements and that you and the transferee agree to be jointly and severally liable for any outstanding payment under the contract.

6. If we change or cancel your holiday

It is unlikely we will have to make any changes to your travel arrangements, however as they are often booked many months in advance it may be necessary to make changes and we reserve the right to do so at any time. Our obligation to you depends on whether the changes are considered 'minor'

or 'major'. Most of these arrangements will be minor and we will advise you of them if possible.

Examples of minor changes include alteration on your outward / return flight by less than 12 hours, changes to aircraft type, or change of airports within the London area. Major changes include price, your city, resort, place of destination, your accommodation to a lower star grading. If we make a major change to your holiday we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements from us if available or canceling your holiday and receiving a refund of all monies paid by you to us. If you cancel and receive a full refund following a significant notification made for any reason other than force majeure you will receive the following compensation, calculated according to the number of days prior to departure that you are notified of the change:

More than 42 days £10 per person 29 – 42 days £20 per person

15 – 28 days £25 per person

0 – 14 days £30 per person

Force majeure means unusual and unforeseeable circumstances beyond our control, the consequence of which neither us or our suppliers could avoid, including but not limited to, war, threat of war, riot, civil strife, terrorist activity, (actual or threatened), industrial dispute, technical problems with transports, machinery or equipment, power failure, natural or nuclear disaster, fire flood, drought or storm, other adverse weather conditions (including heavy rainfall, hail, snow, fog or frost).

7. Prices and increases

a Your holiday price is based on costs known at the date of booking and on relevant rates as at that date and is subject to variation only to reflect subsequent increases in transportation costs (including fuel and air fares), duties, taxes (including VAT) and fees chargeable for services or adverse exchange rate variations.

Even so we will absorb any such price increases up to an equivalent of 2% of the holiday price but if the necessary price increases exceed that level then we will notify you accordingly and reserve the right to charge you the extra amount up to a maximum of 10% at which level you will have the right to cancel the holiday within 14 days of such notification with full refund of all monies paid or we will have the right to charge you such excess over 10% of the holiday price.

b We are under no obligation to give a breakdown of the costs involved in a holiday.

8. Our responsibilities

a We accept liability to you in accordance with regulation 15 of the Package

Holidays and Package Tours Regulations 1992 for the proper performance of our obligations under the contract irrespective of whether such obligations are to be performed by us or by other suppliers of services.

b Our statutory liability in this regard is subject to exceptions set out in the regulations. In summary they apply where failure to perform the contract or its improper performance is due neither to our fault nor that of anyone supplying services to us but is due or attributable to you, unforeseeable or unavoidable failures attributable to unconnected third parties, Force Majeure or events which neither we nor our suppliers could, even with all due care, foresee. Even so if you suffer difficulties in any of these circumstances we will do our best to give you prompt assistance within reasonable limits.

c Notwithstanding paragraphs (a) and (b) above our liability and/ or the amount of compensation payable by us is limited in accordance with the relevant international conventions including the Warsaw, Geneva, Berne, Athens and Paris conventions. In addition our maximum liability to pay you compensation for damage (other than personal injury) is limited to a full refund of the holiday price.

d Please note that we cannot accept any responsibility for weather conditions that effect your fishing trip.

e If you are unhappy with any of your holiday while you are away you must address your complaint at the earliest opportunity to the supplier of services and to us. If the problem is not resolved by the end of your holiday then you must supply us with full written details within 30 days thereof.

Failure by you to complain at such earliest opportunities may prejudice your legal rights.

f We are not responsible for any incorrect information in brochures supplied by ourselves that are produced by the individual operators.

g We are not responsible for any loss, death or injury that is attributable to your acts or omissions, or the acts or omissions of third parties not involved in providing the services which make up your holiday, unless we could have foreseen such circumstances. Nor are we liable for unusual or unforeseen circumstances whose consequences could not have been avoided by exercising all due care. You are responsible for the conduct of any children travelling with you.

9. Your responsibilities

a It is your responsibility to ensure that you and all travelling with you have valid passports (with at least 6 months validity beyond the date of your return), appropriate visas, inoculation certificates and any other necessary travel documents are in order and we reserve the right to charge you any costs incurred by us due to your failure in any of these respects. It is also your responsibility to check in for your flights by the correct time and to be in the right place at the right time for ground travel arrangements. We do not accept liabilities if you fail to do so and no credits or refunds will be given for lost or mislaid tickets or other travel documents.

b It is a condition of your contract with us that you act with reasonable prudence and circumspection whilst on holiday and that you comply with all health and safety requirements of guides, camps etc.

c As between you and the suppliers of accommodation, transport and other services which form part of your holiday their conditions of business will apply

which may mean that you will be required by such suppliers to sign liability waivers or other documentation for some potentially more hazardous activities.

10. Privacy Policy

This Privacy Policy will provide you with information on how we at Fly Odyssey are committed to respecting and protecting your privacy.

Your privacy is very important to us, so we want you to understand our practices with regard to collecting and using your personal data both online and offline, and the steps we take to safeguard it. This statement applies to all personal data collected from our customers.

When this Privacy Policy uses the term “personal data”, the term has the meaning ascribed to it in the Data Protection Act of 1998 (“DPA”). For your general understanding, that includes (but may not be limited to) data that identifies a particular individual, such as the individual’s name, postal address, e-mail address, credit card number, and telephone number. We welcome any and all questions and feedback. For privacy-related issues, please contact us at: Fly Odyssey, Althorne Hall Farm, Fambridge Road, Althorne, Essex, CM3 6BZ.

Telephone number: 01621 743711. E Mail: m.mchugh@flyodyssey.co.uk

Information we collect: Personal data

We may collect and process personal data which you provide us when you:

- Inquire about our services
- Book a holiday
- Book any fly fishing days
- Book a guide
- Hire fly fishing equipment

- Purchase tackle
- Contact us

Use of data that we collect:

- Provide the services that you request
- Contact you with regard to any enquiry
- Send you catalogues or promotional offers we believe may be of interest to you
- Send you the Fly Odyssey newsletter
- Provide information concerning any bookings or tackle that you may have purchased.
- Your email address will be used only for the Fly Odyssey newsletter and will not be shared with any third parties. instructions for unsubscribing are included in every email.
- We do not use cookies on our website to collect any information.
- We do not share our postal mailing list to any other companies or individuals.

Your Choices

We offer choices about the types of information you receive from us. If you prefer not to receive catalogues or other communications from Fly Odyssey, or if you prefer to receive them less frequently, please contact us at the address shown above. If you no longer wish to receive our e-mail Newsletter you may contact us at the address above or unsubscribe using the link provided in each edition of the E-mail Newsletter.

Please be sure to provide us with your exact name and address, so that we can be sure to identify you correctly. Because mailings are planned in advance, it may take several weeks for your request to become effective. If,

due to human error, you continue to receive unwanted communications, please contact us again and we will make every effort to correct the situation.

Email Use

When you provide us your email address, we may send you emails necessary to process your booking or respond to a request, or, if you agree to it, to receive our company emails. For example, after you make a booking at Fly Odyssey, you will receive an email confirmation. Recipients of our Email Gift Cards will receive an email notifying them of the gift and instructing them how to redeem it.

It is our intent to send you promotional email only if you have agreed to receive it. Instructions on how to unsubscribe are included in each company email we send.

Your email address will be used only for the Fly Odyssey company emails, to respond to your request, or to process your booking, or to help us determine how we will market to you in the future. Fly Odyssey does not sell or trade email addresses. Instructions for unsubscribing are included in every promotional email. Please note, transactional emails that are related to your order are not considered promotional.

11. Insurance

You must be suitably insured either through the insurance cover we offer through Travel & General Insurance and Global Rescue Medical evacuation cover or with another insurer offering at least equivalent cover.

12. Brochure descriptions

This brochure is planned and produced many months in advance of its commencement of validity. Every effort is made to ensure that the details, descriptions and prices in the brochure are correct. However changes do occur, sometimes at short notice and therefore we will advise you at the time of your booking, or if after booking as soon as possible of any such changes to our published information. It is not always possible for us to control all

elements of the holiday where advertised facilities can sometimes become unavailable at short notice due to inclement weather conditions, lack of demand, emergency repair works, etc.

13. Limitation of liability

This section defines Fly Odyssey Ltd's responsibility with regard to all travel arrangements made by Fly Odyssey Ltd.

By the very nature of outdoor travel including all means of travel for fishing you are put at risk of accidents and serious injuries in the normal course of the activity. That is the nature of travel to such destinations and you acknowledge that you accept these hazards as a condition of participation.

Fly Odyssey Ltd, its Owners, Employees, Associates and Agents give notice that they act only as the agent for the owners, contractors and suppliers providing means of transportation and/ or other services and assume no responsibility howsoever caused for injury, loss or damage to person or property in connection with any service resulting directly from: acts of God, detention, annoyance, delays, expenses arising from quarantine, strikes, thefts, pilferage, force majeure, failure of any means of

conveyance to arrive or depart as scheduled, civil disturbances, terrorism, government restrictions or regulations, and discrepancies or changes in transit or hotel services over which it has no control. Reasonable changes in the itinerary may be made where deemed advisable for the comfort and well-being of the passengers.

1. I acknowledge that fishing and river, lake and ocean boating, and all activities associated therewith, entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, my property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of this activity. The risks include, among other things, physical exertion, inclement weather, capsizing of boats, immersion in water, injuries from hooks or other

fishing tackle, accidents or illness in remote areas, equipment failure and malfunction, drowning, accidents involving third parties unknown to Fly

Odyssey Ltd, and loss or damage to personal property. I further acknowledge that I may travel to remote countries and areas that are inherently risky and that there are dangers and risks involved in International travel and I therefore assume responsibility for my own safety, comfort and convenience in my travels to and from my destination, including forces of nature, terrorism, civil unrest, war, accidents and transportation, including travel by land vehicles, boats, and aircraft that are not operated or maintained to standards found in the United Kingdom. I also assume all risks and hazards associated with altitude, illness, disease, alcohol consumption, sunburn, sunstroke, insect/reptile bites, animals, along with injuries involved in the fighting of and handling of fish, knowing that access to evacuation and/or suitable medical supplies and support may not be available.

2. I expressly agree and promise to accept and assume all of the risks associated with this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. If one or more children (under age 18) are participating in the travel and activity with me (as listed below), I further affirm that I am legally authorized to give this Release on behalf of such children, and I understand that by signing this Release, all of the provisions, risk assumption, and releases of liability are given by me on behalf

of such children. I agree to fully indemnify and defend Fly Odyssey Ltd from any claim or litigation subsequently asserted by any person on behalf of such children, including any claim brought by such children upon their attaining majority.

3. On behalf of myself, any children, my spouse, my family and my heirs, I hereby voluntarily and unconditionally release, forever discharge, and agree to indemnify and hold harmless Fly Odyssey Ltd from any and all damages, injuries, claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of boating

vessels, fishing equipment or other facilities, including any such claims which arise from the active or passive negligent acts or omissions of Fly Odyssey Ltd, even if Fly Odyssey Ltd is adjudged to be solely at fault with respect to such damages, injuries, claims, demands, or causes of action.

4. I certify that I have arranged for adequate medical insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear costs and consequences of all risks that may be created, directly or indirectly, by any such condition.

5. Baggage and personal effects, including items purchased, fishing equipment or sporting goods are the sole responsibility of the owners at all times and any employee/ agent of Fly Odyssey Ltd, its subsidiaries, affiliated or associated companies is authorised to accept these for storage, safekeeping or transportation.

14. Acceptance

By making a deposit payment to Fly Odyssey Ltd and having received a confirmation of this deposit from Fly Odyssey Ltd you acknowledge that you have read and understand all the terms and conditions outlined here and agree to be bound by them.