



RIPP SPORTING

BOOKING TERMS & CONDITIONS

ALL RESERVATIONS ARE MADE WITH **RIPP SPORTING LTD** (HEREINAFTER THE "**COMPANY**"), REGISTERED IN ENGLAND & WALES WITH COMPANY NUMBER 12675311.

PLEASE NOTE: THE COMPANY ACTS AS A BOOKING AGENT FOR OPERATORS AND THE FOLLOWING TERMS & CONDITIONS WILL FORM PART OF YOUR CONTRACT WITH THE COMPANY.

BOOKINGS MADE WITH COMPANY

A) BOOKINGS WILL ONLY BE CONFIRMED UPON RECEIPT OF THE APPROPRIATE DEPOSIT OR FULL PAYMENT AS INDICATED ON YOUR DEPOSIT/FULL PAYMENT INVOICE. **DEPOSIT & FULL PAYMENTS ARE NON- REFUNDABLE.**

B) YOU WILL BE INVOICED FOR THE BALANCE OF YOUR BOOKING NOT LESS THAN 90 DAYS PRIOR TO YOUR DEPARTURE, PAYMENT IS DUE WITHIN 14 DAYS OF INVOICE. IF THE BALANCE IS NOT PAID BY THE DUE DATE THE COMPANY RESERVES THE RIGHT TO TREAT THE BOOKING AS CANCELLED AND NO REFUND OF ANY PRIOR PAYMENTS WILL BE DUE.

C) ALL PAYMENTS MADE BY THE CLIENT(S) ARE NON- REFUNDABLE EXCEPT AS DETAILED IN "**AMENDMENTS & CANCELLATIONS**" (INCLUDING "**TRIPS AFFECTED BY COVID-19**".)

D) SPECIAL REQUESTS SHOULD BE INDICATED ON YOUR BOOKING FORM, RECEIVED AT THE TIME OF INITIAL BOOKING, OR MADE BY TELEPHONE, EMAIL OR IN WRITING TO THE COMPANY.

E) THE COMPANY WILL UNDERTAKE TO PASS ON SPECIAL REQUESTS TO THE OPERATOR BUT CANNOT GUARANTEE THAT THEY WILL BE MET. THE COMPANY WILL NOT BE LIABLE IF ANY SPECIAL REQUEST IS NOT MET AND WILL BE ONLY CONFIRMED WHEN CONFIRMED IN WRITING.

AMENDMENTS AND CANCELLATIONS

THE EFFECTIVE DATE OF A CHANGE OR CANCELLATION IS THE DATE THAT THE COMPANY RECEIVES NOTICE OF THE CHANGE OR CANCELLATION IN WRITING OR, FOLLOWING VERBAL NOTIFICATION, THE DATE AS ACKNOWLEDGED TO THE CLIENT IN WRITING BY THE COMPANY.

THE COMPANY WILL MAKE EVERY EFFORT TO ASSIST THE CLIENT(S) IN ALTERING CONFIRMED BOOKINGS. THERE WILL BE AN AMENDMENT CHARGE OF GBP£250 PER BOOKING, PLUS ALL EXPENSES INCURRED IN MAKING THE CHANGES, PAYABLE WHETHER OR NOT THE COMPANY IS SUCCESSFUL IN CONFIRMING THE AMENDMENTS.

IN THE EVENT OF CANCELLATION BY THE CLIENT(S), NOTICE OF CANCELLATION MUST BE GIVEN TO THE COMPANY IN WRITING BY THE PERSON WHO SIGNED THE BOOKING FORM. A REFUND OF ANY MONIES PAID WILL ONLY BE MADE BY THE COMPANY IF A FULL PAYING REPLACEMENT BOOKING IS TAKEN OR THE RELEVANT SUPPLIERS' TERMS AND CONDITIONS ALLOW. BOOKINGS FOR WHICH FULL PAYMENT HAS BEEN RECEIVED AND WHICH ARE THEN CANCELLED MAY BE RESOLD AT A DISCOUNT BY THE COMPANY UNDER AGREEMENT WITH THE CLIENT(S) AND THE CLIENT(S) REFUNDED THE AMOUNT FOR WHICH THE BOOKING IS RESOLD, LESS ADMINISTRATION CHARGES AND THOSE CHARGES LEVIED BY SUPPLIERS FOR THE CHANGE OF NAME.

THERE MAY BE OCCASIONS WHEN THE COMPANY HAS TO MAKE CHANGES TO YOUR TRAVEL ARRANGEMENTS. IN THE RARE EVENT THAT THE COMPANY HAS TO MAKE A MATERIAL MODIFICATION TO A BOOKING, THE CLIENT(S) WILL BE OFFERED ALTERNATIVE ARRANGEMENTS OF A COMPARABLE STANDARD, IF AVAILABLE, OR A FULL AND PROMPT REFUND OF ALL MONIES (LESS ANY INSURANCE PREMIUM PAID) PAID BY THE CLIENT(S). IF THE CLIENT(S) CHOOSES ANOTHER HOLIDAY OF GREATER VALUE, THE CLIENT(S) MUST PAY ANY BALANCE DUE BUT IF THE VALUE OF THE HOLIDAY IS LESS, THE COMPANY WILL MAKE THE APPROPRIATE REFUND.

THE COMPANY RESERVES THE RIGHT IN ANY CIRCUMSTANCES TO CANCEL TRAVEL ARRANGEMENTS. IF THE COMPANY IS OBLIGED TO CANCEL YOUR BOOKING BEFORE DEPARTURE, THE COMPANY WILL OFFER A CHOICE OF ALTERNATIVE ARRANGEMENTS, IF AVAILABLE, OR WILL GIVE A PROMPT REFUND.

ANY REFUNDS ARE STRICTLY LIMITED TO MONIES PAID TO THE COMPANY BY THE CLIENT(S) IN RESPECT OF THE HOLIDAY BOOKED AND NO LIABILITY CAN BE ACCEPTED FOR FURTHER EXPENSES OR CONSEQUENTIAL LOSSES INCURRED BY THE CLIENT(S).

THE COMPANY ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR CANCELLATION OR CHANGES TO TRAVEL ARRANGEMENTS IN ANY WAY THROUGH "FORCE MAJEURE". "FORCE MAJEURE" MEANS UNUSUAL AND UNFORESEEABLE CIRCUMSTANCES BEYOND THE COMPANY'S CONTROL, THE CONSEQUENCE OF WHICH NEITHER THE COMPANY NOR ITS SUPPLIERS COULD AVOID, INCLUDING BUT NOT LIMITED TO, WAR (OR THREAT OF WAR), RIOT, CIVIL STRIFE, INDUSTRIAL DISPUTE, TERRORIST ACTIVITY (THREATENED OR ACTUAL), TECHNICAL PROBLEMS WITH TRANSPORT, MACHINERY OR EQUIPMENT, POWER FAILURE, NATURAL OR NUCLEAR DISASTER, VOLCANIC ERUPTION, AVALANCHE, FIRE, ADVERSE WEATHER CONDITIONS, EPIDEMIC/PANDEMIC OR OTHER UNFORESEEN CIRCUMSTANCES.

COVID-19 AFFECTED TRIPS:

WHEN MAKING A BOOKING, CLIENT(S) WILL BE INFORMED OF THE SPECIFIC OPERATORS' THEN CURRENT POLICY IN TERMS OF REBOOKING AND/OR REFUND FOR TRAVEL PREVENTED BY OR AFFECTED DUE TO THE COVID-19 PANDEMIC. SIGNING OF THE BOOKING FORM AND/OR PAYMENT OF DEPOSIT OR FINAL FUNDS IS CONFIRMATION OF ACCEPTANCE OF SUCH TERMS.

PRICING POLICY & CURRENCY

A) ALL PRICES QUOTED ARE BASED UPON COSTS AND EXCHANGE RATES CURRENT AT THE TIME. OF BOOKING

B) THE COMPANY, WHILST IT MAY CHOOSE TO DO SO, IS UNDER NO OBLIGATION TO GIVE A BREAKDOWN OF THE COSTS INVOLVED IN YOUR BOOKING.

C) AFTER CONFIRMATION, THE PRICES QUOTED MAY REGRETTABLY BE SUBJECT TO SURCHARGES IN CERTAIN LIMITED CIRCUMSTANCES. THESE INCLUDE EXCHANGE RATE FLUCTUATIONS OF MORE THAN 3% AND IN THE CASE OF SUCH EVENT ONLY THE INCREASE ABOVE 3% WILL BE CHARGED AND A CAP OF GROSS 10% (I.E. MAXIMUM POSSIBLE CLIENT SURCHARGE IS 7%.) SURCHARGES SHOULD NOT NORMALLY BE CHARGED WITHIN 60 DAYS OF DEPARTURE PROVIDED THE BALANCE HAS BEEN PAID IN FULL.

D) THE FINANCIAL COMMITMENTS OFFERED BY THE COMPANY MEAN THAT THE COMPANY IS NOT ABLE TO REDUCE HOLIDAY PRICES, UNLESS UNDER EXCEPTIONAL CIRCUMSTANCES DETERMINED BY THE COMPANY.

E) THE COMPANY ONLY ACCEPTS PAYMENT BY DIRECT TRANSFER OR DIRECT DEBIT IN EITHER GB£, EUR€ OR US\$.

RESPONSIBILITIES OF THE CLIENT(S)

A) ANY PASSPORTS, VISAS, INSURANCE, HEALTH CERTIFICATES OR OTHER TRAVEL DOCUMENTATION REQUIRED FOR THE HOLIDAY MUST BE OBTAINED BY THE CLIENT(S), WHOSE RESPONSIBILITY IT REMAINS TO ENSURE THAT THESE ARE IN ORDER, AND TO MEET ANY ADDITIONAL COSTS INCURRED (WHETHER BY THE CLIENT(S) OR BY THE COMPANY ON BEHALF OF THE CLIENT(S) AS A RESULT OF FAILURE TO COMPLY WITH SUCH REQUIREMENTS).

B) WHILST HAPPY TO RECOMMEND SUITABLE FLIGHTS, THE COMPANY DOES NOT OFFER SCHEDULED FLIGHT INCLUSIVE TRIPS AND CANNOT ACCEPT RESPONSIBILITY FOR CLIENTS MISSING FLIGHTS BOOKED WITH AIR OPERATORS OR TRAVEL AGENTS OR AS A RESULT OF CANCELLATIONS, 'NO-SHOWS' OR LATE CHECK-INS.

C) PRIVATE OR CHARTER FLIGHTS THAT ARE PRE-PAID BY THE COMPANY WILL OPERATE IN REASONABLE WEATHER AND SAFETY;



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PRECAUTIONARY DELAYS & CANCELLATIONS ACCEPTED, AS ADVISED IN CLIENT DOCUMENTS OR AS ADVISED TO CLIENTS SEPARATELY PRIOR TO TRAVEL. WHEREAS THE TOUR OPERATORS WILL MAKE EVERY EFFORT TO ENSURE ALL PASSENGERS ARE ABOARD THE APPROPRIATE CHARTER FLIGHTS ORGANISED BY SUCH OPERATING PARTNERS, THE COMPANY CANNOT ACCEPT RESPONSIBILITY FOR CLIENTS MISSING ONGOING FLIGHTS AS A RESULT OF 'NO-SHOWS' OR LATE CHECK-INS. CHECK-IN TIMES FOR PRIVATE OR CHARTER FLIGHTS ARE ADVISED IN PRE TRAVEL INFORMATION DOCUMENTS. NO CREDIT OR REFUNDS WILL BE GIVEN FOR ANY UNUSED SERVICES INCLUDED IN THE HOLIDAY PRICE.

RESPONSIBILITIES OF THE COMPANY

A) THE COMPANY APPLIES ALL REASONABLE CHECKS TO ENSURE THAT THOSE INVOLVED IN THE PREPARATION AND PROVISION OF YOUR HOLIDAY MAINTAIN THE APPROPRIATE STANDARDS. THE DESCRIPTIONS, INFORMATION AND OPINIONS GIVEN IN ANY PRINTED, PUBLISHED OR WEB BASED MATERIAL BY THE COMPANY IN RESPECT OF HOTELS AND OTHER SUPPLIERS, WHOSE SERVICES ARE USED, ARE GIVEN IN GOOD FAITH BASED ON THE LATEST INFORMATION AVAILABLE AT THE TIME. IN EXCEPTIONAL CIRCUMSTANCES OUTSIDE THE CONTROL OF THE COMPANY ITS AGENTS OR SUPPLIERS, SUCH AS, BUT NOT LIMITED TO, CIRCUMSTANCES AMOUNTING TO "FORCE MAJEURE", THE COMPANY CANNOT BE HELD RESPONSIBLE FOR ANY LIMITATION OR WITHDRAWAL OF FACILITIES.

B) THE BOOKING BY THE COMPANY OF GROUND TRANSPORT, PRIVATE CHARTER FLIGHTS OR ACCOMMODATION IN CONNECTION WITH THE CLIENT(S) BOOKING IS SUBJECT TO THE CONDITIONS OF THE OPERATORS OR OWNERS OF SUCH TRANSPORT OR ACCOMMODATION, FOR WHOM THE COMPANY ACTS SOLELY AS A BOOKING AGENT.

C) THE COMPANY CANNOT BE HELD RESPONSIBLE FOR ANY CHANGES OF SCHEDULE OR ALTERATIONS OF CONDITIONS OF ANY CLIENT AIR TRAVEL WHICH MAY LEAD TO CLIENTS MISSING PART OR ALL OF THEIR HOLIDAY. THE COMPANY CANNOT BE HELD RESPONSIBLE FOR THE LOSS OF PERSONAL BELONGINGS OR BAGGAGE OR ANY OTHER ISSUES RELATING TO AIR TRAVEL. ANY SUCH CIRCUMSTANCES RELATE SOLELY TO THE CONTRACT BETWEEN THE CLIENT(S) AND THE INTERNATIONAL OR SCHEDULED AIR OPERATOR OR TRAVEL AGENT ISSUING TICKETS FOR AND TAKING PAYMENT FOR THE AIR TRAVEL PURCHASED.

D) TEMPORARY OR PERMANENT LOSS, DELAY OR DAMAGE TO BAGGAGE BELONGING TO CLIENT(S) IS THE RESPONSIBILITY OF THE CLIENT(S) UNLESS RESULTING FROM THE PROVEN NEGLIGENCE OF THE COMPANY DURING THE PERIOD OF THE HOLIDAY BOOKED. THE COMPANY IS NOT LIABLE FOR ANY TEMPORARY OR PERMANENT LOSS, DELAY OR DAMAGE TO THE CLIENT(S) BAGGAGE WHATSOEVER OR HOWSOEVER ARISING DURING OR CONNECTED TO ANY ELEMENT OF AIR TRAVEL BOOKED BY CLIENT(S) WITH EITHER AN AIR OPERATOR OR TRAVEL AGENT.

E) THE COMPANY ACTS SOLELY AS A BOOKING AGENT AND DOES NOT ACCEPT RESPONSIBILITY FOR THE DEATH, BODILY INJURY OR ILLNESS CAUSED TO A CLIENT(S) UNLESS RESULTING FROM THE PROVEN GROSS NEGLIGENCE OF THE COMPANY.

SUPPLIERS AND EXCURSIONS & ACTIVITIES UNDERTAKEN

A) THE CONDITIONS OF THE SUPPLIER WILL APPLY BETWEEN THE CLIENT(S) AND THE SUPPLIERS OF THE TRIP COMPONENTS MAKING UP THE HOLIDAY. THESE CONDITIONS MAY BE SUBJECT TO INTERNATIONAL CONVENTIONS LIMITING AND/OR RESTRICTING THE SUPPLIER'S LIABILITY.

B) SOME ACTIVITIES, INCLUDING BUT NOT LIMITED TO EXPOSURE TO WILD ANIMALS AND FISH SPECIES, WATER COURSES AND SLIPPERY SURFACES, RIVER BANKS, FARM MACHINERY AND INFRASTRUCTURE, CARRY INHERENT RISKS. CLIENT(S) WARRANT THAT THEY WILL NOT HOLD RIPP SPORTING LTD, THE OPERATORS OR THEIR GUIDES, STAFF OR AGENTS AND REPRESENTATIVES RESPONSIBLE FOR INCIDENTS THAT MAY ARISE FROM SUCH EXPOSURE. IN ADDITION, CLIENT(S) MAY BE ASKED TO SIGN AN ADDITIONAL WAIVER FORM,

PRIOR TO TRAVEL OR ON ARRIVAL, BY THE LOCAL OPERATOR OR SUPPLIER.

C) ANY EXCURSIONS BOOKED LOCALLY BY THE CLIENT(S) ARE CONTRACTED SOLELY WITH THE LOCAL SUPPLIER AND NOT THE COMPANY. ANY COMPLAINT OR CLAIM ARISING OUT OF THE EXCURSION WILL BE AGAINST THE RELEVANT LOCAL COMPANY AND SUBJECT TO THE LOCAL COMPANY'S TERMS AND CONDITIONS.

D) DESPITE THE BEST EFFORTS AND INTENTIONS OF THE COMPANY, IT IS NOT POSSIBLE FOR THE COMPANY TO CONTROL ELEMENTS OF THE HOLIDAY WHEREBY ADVERTISED FACILITIES MAY BE WITHDRAWN OR CHANGED DUE TO WEATHER CONDITIONS, MAINTENANCE, RENOVATION AND EMERGENCY REPAIR WORKS AND THE LIKE. THE COMPANY CANNOT ACCEPT RESPONSIBILITY FOR SUCH ALTERATIONS OR CHANGES.

FINANCIAL PROTECTION

PLEASE ASK FOR CONFIRMATION ON WHAT PROTECTION MAY APPLY TO YOUR BOOKING.

EXISTING MEDICAL CONDITIONS

IT IS A CONDITION OF BOOKING THAT CLIENT(S) INDICATE ANY EXISTING MEDICAL CONDITIONS THAT MAY AFFECT THEIR ABILITY TO UNDERTAKE THE ACTIVITIES AND TRAVEL REQUIRED IN THE BOOKING WITH THE COMPANY. THE COMPANY RESERVES THE RIGHT NOT TO ACCEPT BOOKINGS FROM THOSE WHO IT DEEMS MAY NOT BE PHYSICALLY SUITED TO CERTAIN LOCATIONS, ACTIVITIES AND TRAVEL REQUIREMENTS. IN WHICH CASE THE COMPANY WILL ATTEMPT TO OFFER A SUITABLE ALTERNATIVE IF APPROPRIATE. THE COMPANY IS UNDER NO OBLIGATION TO GIVE EXPLANATIONS FOR NOT ACCEPTING BOOKINGS AND HAVING ACCEPTED A BOOKING CANNOT BE HELD RESPONSIBLE FOR ANY DISCLOSED OR UNDISCLOSED PRE-EXISTING CONDITION RELATED INCIDENTS.

TRAVEL INSURANCE

IT IS THE RESPONSIBILITY OF THE CLIENT(S) TO ENSURE THAT THEY OBTAIN ADEQUATE TRAVEL, TRIP CANCELLATION AND MEDICAL INSURANCE COVERING THEIR TRAVEL. FULL "FROM POINT OF INCIDENT" MEDICAL EVACUATION INSURANCE AND FULL TRAVEL INSURANCE IS A CONDITION OF BOOKING WITH THE COMPANY FOR TRAVEL TO CERTAIN DESTINATIONS INCLUDING BUT NOT LIMITED TO THE SEYCHELLES. WHILST THE COMPANY MAY ASSIST IN THE EVENT OF A CLAIM, THE COMPANY ACCEPTS NO RESPONSIBILITY FOR THE ACTION OF THE INSURANCE COMPANY OR ANY OTHER COMPANIES INVOLVED IN ANY CLAIM.

IN THE CASE OF TRAVEL TO DESTINATIONS WHERE EVIDENCE OF FULL TRAVEL AND FULL MEDICAL EVACUATION INSURANCE IS REQUIRED, SHOULD CLIENT(S) DECIDE NOT TO TAKE OUT TRAVEL INSURANCE OR NOT TO PROVIDE EVIDENCE OF SUCH INSURANCE TO THE COMPANY PRIOR TO DEPARTURE, THE COMPANY RETAINS THE RIGHT TO CANCEL THE BOOKING AND RETAIN ANY DEPOSIT OR PAYMENTS MADE IN RESPECT OF THE CLIENT(S) BOOKING.

ARBITRATION

THE CONTRACT, THE BOOKING AND THESE CONDITIONS SHALL BE GOVERNED IN ACCORDANCE WITH, AND SUBJECT TO THE EXCLUSIVE JURISDICTION OF, THE LAWS OF ENGLAND & WALES.

THESE TERMS & CONDITIONS CONSTITUTE PART OF THE CONTRACT BETWEEN THE PARTIES, UNLESS VARIED IN WRITING BY THE CLIENT(S) AND A DIRECTOR OF THE COMPANY. SIGNATURE OF THE BOOKING FORM OR PAYMENT OF ALL OR ANY PART OF THE MONIES REFERRED TO IN "BOOKING WITH RIPP SPORTING LTD" ABOVE SHALL CONSTITUTE ACCEPTANCE OF THE ABOVE TERMS & CONDITIONS ON BEHALF OF THE CLIENT(S).

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