

# ClubCarp Ltd. Terms and Conditions of Events

## How these terms and conditions apply to our contract.

We consider these terms and conditions (the “Terms”) and our prices to set out the entire agreement between you and us for the supply of our services to you. Only these terms shall apply to our contract with you.

Please check that the details in these terms and conditions and your Booking Request are complete and accurate before you commit yourself to the contract.

If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we can only accept responsibility for statements and representations made in writing by our authorised employees and agents.

Please ensure that you read and understand these Terms before you submit your Booking Request. You may only request a booking if you agree to these Terms. By submitting a Booking Request, you are deemed to have accepted these terms. This does not affect your statutory rights as a consumer.

ClubCarp Ltd sells fishing trips via [www.clubcarp.com](http://www.clubcarp.com) (the “Website”), or via email requests. Any person wishing to make a booking via any of these methods (referred to as “you/your”) acknowledges that such booking is made subject to these Terms.

We reserve the right to change these Terms at any time. Any such changes will take effect immediately when posted on the Website, or otherwise brought to your attention. It is your responsibility to read the Terms each time you submit a Booking Request, and any such request shall signify that you have accepted to be bound by the latest set of Terms. A copy of the latest set of Terms is available on the Website and upon request.

In addition to these Terms, there may be specific rules and regulations that apply to individual fisheries/sites. Please contact the relevant Fishery Manager in advance of your arrival if you require further details of any fishery/site specific rules and regulations.

## Making a Booking

You can either book online, or via email. site. Please have details of all party members when making a booking. Please check your confirmation as ClubCarp Ltd. cannot be held responsible for errors in information provided at the time of booking.

### Bookings are not transferable to another party.

When making a booking you agree that you are eighteen years or over, you have the authority of all persons in your party to book on their behalf, you accept these Terms & Conditions, and you agree to be responsible for any loss or damage caused by any member of your party or animal accompanying you.

For groups, the names of all the adults in the party need to be provided at the time of booking. Failure to provide all the names may lead to the booking being cancelled.

All fisheries are to be used for recreational fishing only.

## Prices

The prices advertised are accurate at the time of booking. Prices can move up or down and ClubCarp Ltd. reserve the right to do so. Customers are advised to check the website for the most up to date information including our latest promotions, deals and discounts. Although prices may vary from time-to-time, the price payable is the price confirmed at the time of booking.

Whilst we will make every effort to ensure that our prices remain unchanged, they may be amended at any time prior to payment of the final balance.

Prices do not include any additional services, features and facilities unless expressly stated.

Promotions, deals or discounted offers are provided at the discretion of ClubCarp Ltd. All offers are subject to availability, cannot be used in conjunction with any other offer or discount and may be withdrawn at any time. Retrospective refunds are not permitted against any offer or promotion advertised after such time a booking is made.

Visitors – For health and safety reasons, anglers are not allowed to have day visitors onto the lake - please meet family and friends off-site.

## Payment

Payment for bookings can be made by Credit or Debit Card. Unfortunately, we cannot accept payment by cheque.

For fishing trips, a non-refundable deposit is payable at the time of booking. This varies for each trip with the amount shown on the website. If the booking is worth less than £50, full payment is due at time of booking. The balance of the price is payable at the latest date as stated on the website at the time of booking. If required, payment can be made in full at the time of booking.

## Services, Features and Facilities

Fishery services, features and facilities may vary between lake sites. Details of site services, features and facilities should be available directly from the fishery and may be supplied by third parties. You use these services, features and facilities at your own risk and ClubCarp Ltd shall have no responsibility for loss, damage or injury in relation to any services, features or facilities provided or supplied by third parties.

Information about features, facilities and services at your fishery/lake site, is, to the best of our knowledge and belief, accurate at the time of publication on the Website, however ClubCarp Ltd. cannot guarantee that these services, features and facilities will be available during your trip.

All information on the website regarding prices is accurate as at the time of publication, but may be subject to change.

## Cancellation and changes to your booking

### *Loss of Deposit – Cancellation prior to 30 days before arrival*

If you cancel your holiday at any point after booking you will lose your deposit already paid.

### *Cancellation within 30 days of arrival*

For all bookings you will forfeit all monies paid.

If you leave site early for any reason ClubCarp Ltd will not issue any refund.

Unfortunately, in some circumstances ClubCarp Ltd may have to cancel your booking. In these circumstances we will offer you a full refund of any fees paid or the option of an alternative fishing trip of a comparable standard (with you paying any additional cost or receiving a refund in respect of a price difference). No other compensation is available.

If you want to amend your booking, you must notify ClubCarp Ltd as soon as possible. Amendments to bookings are subject to availability and a £12 per booking administration fee. Your admin fee will also be waived if the overall cost of your booking increases due to the amendment made. If you wish to transfer your booking to another lake location and/or date, we will use our reasonable endeavours to satisfy your request wherever possible subject to availability and payment of the correct fees. Transferred dates must be within the same booking year.

## Management and Behaviour on-site

Fishery Managers and their teams are fully empowered in all aspects of Lake/site operation and management. ClubCarp Ltd fully supports Fishery Managers and teams in dealing with matters of policy at their sole discretion when the need arises. In placing a Booking Request, you agree

that you and your party will at all times comply with the requests of the Fishery Managers and their teams.

As the person booking the holiday, you are responsible for the behaviour of all members of your party whilst on the Lake.

Any wilful damage to the Lake, site or any other ClubCarp property will result in you being asked to immediately leave the Site. If you are asked to leave under these circumstances, no monies will be refunded.

Our customers visit fishing lakes to enjoy the peace and tranquillity of the fishing environment. If anyone does not respect this, the Fishery/Site Manager and their teams reserve the right to refuse them admission or ask them to leave the lake/site at any time. If you are asked to leave under these circumstances, no monies will be refunded.

(this includes but is not limited to, excessive noise, wilful damage to the Site or other people's property and abuse of staff).

## Complaints

We want you to have an enjoyable fishing trip. Should you have cause for complaint, please contact ClubCarp Ltd or the Fishery Manager immediately who will try to resolve your complaint and advise you of our complaints procedure.

We ask you to note that if you do not give us the opportunity to resolve the problem by reporting it on-site, we may not be able to deal with any complaint on your return and your rights to claim may have been reduced or forfeited.

If, at the end of your stay with us, you feel we have not dealt with your complaint satisfactorily, we ask that the main booker submits a written complaint within 28 days of your return home to: ClubCarp Ltd, Unit 4 Dodds Court, Preston Street, Faversham, Kent. ME13 8PE. Or via email on [bite@clubcarp.com](mailto:bite@clubcarp.com) or through our website.

## Data protection

Please review our data protection policy- available on request- for full details as to how we protect your Personal Data.

## Liability

Please read this section as it is important that you understand what you are agreeing to

Nothing in this section limits or attempts to limit our liability for:

- Death or personal injury caused by our negligence; or
- Fraud or fraudulent misrepresentation; or
- Any breach of the obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
- Losses for which it is prohibited in Section 7 of the Consumer Protection Act 1987 to limit liability; or
- Any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

Subject to the matters detailed above, if we fail to comply with these Terms, we shall not be responsible for any losses that you suffer as a result, except for those losses which we could reasonably foresee would result from our failure to comply with these Terms.

In addition to the above, we shall not be responsible for any:

- Loss of income or revenue;
- Loss of business
- Loss of anticipated savings
- Loss of data

Our maximum liability shall be no more than to refund the amount paid by you for the fishing trip.

As all Lakes are located in the outdoor environment, we do not accept responsibility for any damage, injury or inconvenience caused by plants or wildlife.

ClubCarp Ltd do not accept responsibility for anything that adversely affects your fishing trip/holiday that is outside of our control. These circumstances are known as 'Force Majeure' events and are circumstances that ClubCarp Ltd could not, even with due care, have foreseen or avoided. Such circumstances include (but are not limited to) war, civil unrest, industrial action, terrorist activity, natural disaster, fire, adverse weather conditions, foot and mouth disease, pandemic and all other similar events outside of our control. ClubCarp Ltd will endeavour to manage any problems caused as a result of a Force Majeure event but shall be under no obligation to do so and shall not be liable to you for any losses caused by a Force Majeure event.

Reference to any products, services or other information belonging to third parties does not imply or constitute an endorsement, sponsorship or recommendation by ClubCarp Ltd. Links to other services not operated by ClubCarp Ltd are provided solely for your convenience. ClubCarp Ltd accepts no liability for any products services or other information provided by third parties.

## Other Important Information

Any photographs, descriptions or advertising we issue, and any descriptions or illustrations contained on our website, are issued or published solely to provide you with an approximate idea of our lake sites and services. They do not form part of the contract between you and us.

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the Term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.

If we fail at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. Any waiver of a default by us does not mean that we will automatically waive any subsequent waive by you. No waiver by us of any of these

Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

These Terms and any non-contractual obligations relating to these Terms shall be governed by and interpreted in accordance with English law. You and we both agree to the exclusive jurisdiction of the English courts. This contract shall be concluded in the English language.

If you wish to contact ClubCarp Ltd please use the following address: ClubCarp Ltd, Unit 4 Dodds Court, Preston St, Faversham, Kent. ME13 8PE.

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