

TWINPEAKES FLY FISHING TERMS & CONDITIONS

These Terms and Conditions set out your commitment to TwinPeakes Fly Fishing and its obligations to you when you have purchased any of our Fly Fishing Services.

Payment

Payment can be made by cash, online banking or cheque.

UK Payments made by Paypal are subject to a 2.5% surcharge.

International Payment made via Paypal are liable to surcharge of 5%

We require payment in full to secure your booking, 50% of which will be non-refundable unless otherwise agreed (see cancellations for details)

Bookings

When a booking is made it is on the understanding that you have fully read and accepted our terms and conditions of business.

All bookings will be confirmed via Email and your invoice

All children under the age of 16 **must** be accompanied by a responsible adult.

We will undertake a safety talk and cover all Health and Safety risks at the beginning of the experience. However, you should understand that there are hazards involved in the fishing environment and your engagement with potentially dangerous activities.

If circumstances arise that Twinpeakes Fly Fishing instructors feel that it is unsafe for you to continue with the experience for any Health and Safety reasons they have the right to terminate the experience as they deem appropriate.

Cancellations

If TwinPeakes Fly Fishing makes the decision to cancel a coaching or guiding session due to extreme weather conditions beyond their control, for example;

- lightning, making casting dangerous
- very high winds making casting dangerous,
- water conditions/levels on rivers in spate or
- for any other reason,

then a full refund minus costings will be given or an alternate date offered, whichever is acceptable to the client.

If a client attends the session and is under the influence of alcohol or drugs and TwinPeakes Fly Fishing decide to cancel the session for

- safety reasons or
- if they deem the session unsafe to continue

there will be no refund.

If a client wishes to cancel a booking a minimum of 14 days' notice must be given in writing or by email.

Any rearranged bookings after a cancellation must take place within a 12-month period.

If fishing permits, catering or any other arrangements have been made for a client's booking, may have resulted in costs to TwinPeakes Fly Fishing. Where a client cancels their booking and such costs have been incurred and cannot be recovered from the third party, those costs will be recovered by TwinPeakes Fly Fishing from the client.

If conditions are unsafe on the river we will do our best to reschedule an alternative date /time. This may incur extra costs which you will be made aware of at the time to the rescheduling.

Liability

TwinPeakes Fly Fishing cannot be held liable for any conditions out with our reasonable control.

When a refund is given due to cancellation by TwinPeakes Fly Fishing, the liability will only extend to the value of the coaching or guiding session that has been cancelled and not to any additional costs incurred.

The information on this website is reviewed and kept up to date on a regular basis, however, some changes may occur. No liability can be accepted for any errors, omissions or deletions.

TwinPeakes Flyfishing are SGAIC instructors and as a result have:

- passed an SGAIC assessment
- a first aid certificate
- attended a Safeguarding Children course,
- are currently licensed by Scottish Anglers National Association (SANA)
- and are attending SGAIC CPD events.

SGAIC Licence Numbers Alastair – 072: William -073

TwinPeakes Fly Fishing will endeavour to lost clients personally. However, should they be otherwise engaged they will ensure that you have a professional guide.

TwinPeakes Fly Fishing, or any guide working in conjunction with us shall not be liable for any illness, personal injury or death caused by circumstances out with our control or by the client not adhering or listening to clear safety briefings and procedures. However, this does not apply to any negligence on the behalf of TwinPeakes Fly Fishing.

Where clients are fishing on third party estates they are subject to the Terms and Conditions of that estate, which will be sent to you by email prior to your experience.

Health & Safety

Your safety and that of all other members of the party is always our primary concern. Please read and be aware of our safety statement. Specific risks on the day will be highlighted as part of your safety briefing.

If a client does not adhere to the safety instructions given or fails to wear safety equipment provided and puts themselves or others at risk they will be asked to leave the session. The contract will be terminated and no refund will be applicable in these circumstances.

If a client attends their session and is under the influence of alcohol and or drugs the contract will be terminated and no refund will be applicable – see cancellation above.

Gift Vouchers

Gift vouchers are refundable up to 28 days after purchase minus and any non-refundable costs e.g. fishing permits.

Gift vouchers are valid for 12 months from day of purchase.

TwinPeakes Fly Fishing are not liable for gift voucher/vouchers resold through any third party.

Photography

All photography is property and copyright of TwinPeakes Fly Fishing. We will hold copies securely within our databases.

Any of our images displayed on-line must be credited to us. Images may not be sold on to any third party for hire or for use.

TwinPeakes Fly Fishing reserve the right to use and display all photography across all our marketing and social media platforms.

If you do not wish to have images of yourself or any other TwinPeakes Fishing paying guest to be used on the internet or as part of our marketing, then we would ask this to be mentioned upon booking otherwise these terms will apply.

Subsequent requests to stop using images must be submitted in writing or by email

Insurance

TwinPeakes Fly Fishing recommend all guests ensure they have adequate travel insurance to include baggage loss or damage, personal possession loss or damage.

All clients must ensure they are covered by appropriate insurances for the duration of their experience and the type of activities undertaken.

Insurances must cover cancellations and curtailments, medical & emergency expenses (including repatriation), flight cancellations, personal accidents, injuries and death.

Scottish Law governs the Client's contract with TwinPeakes Fly Fishing and any dispute is to be settled in Scottish Courts.