



## Terms and Conditions

The Durham Fly Fishing Company is a small company providing first class fly-fishing guiding, instruction and quality fly-fishing tackle. These terms and conditions are designed to protect both parties (The Durham Fly Fishing Company and clients of The Durham Fly Fishing Company) from any problems that may arise. All bookings and purchases of goods from The Durham Fly Fishing Company are subject to the following terms and conditions.

### Bookings

1. All bookings are to be made directly with the Durham Fly Fishing Company, either by telephone, e-mail or in writing. All bookings will receive a written confirmation by post or e-mail. Where no confirmation is received it is the client's responsibility to contact Durham Fly Fishing Company to confirm that a booking is in place. Short notice bookings, i.e. less than 7 days, may not receive written confirmation.
2. A 50% or minimum £50 deposit per day booked is required to secure all bookings. Where more than one instructor or guide is required (e.g. larger groups) a 50% or £50 deposit, per day, per instructor, is required.
3. Occasionally, where greater expenses are likely to be incurred by The Durham Fly Fishing Company should a cancellation result; a larger deposit may be asked for. Typical examples would include large groups where a lake is booked for the sole use of that group, where catering has been arranged, boats and/or tickets booked in advance, etc.
4. Once your payment is received the agreed date is guaranteed in the diary.
5. Balances may be paid by cheque or cash, in advance, or on the day of tuition/instruction/guiding/etc. Debit/credit cards may be used in advance by using the on-line PayPal facilities.
6. The Durham Fly Fishing Company is a very popular service and at peak times (April to November inclusive) can become fully booked well in advance. At such times you may be offered the services of another fly-fishing instructor/guide recommended by The Durham Fly Fishing Company. Any instructor/guide used by The Durham Fly Fishing Company will be fully qualified, insured, CRB checked and first aid trained. They will be working for and on behalf of The Durham Fly Fishing Company.

### Gift Vouchers and Gift Cards

In addition to the standard terms and conditions the following terms and conditions are specific to the purchase/redemption of gift certificates.

1. Gift certificates & cards are supplied free of charge, if required, when booking tuition, services or goods.
2. Where the purchase price exceeds £60 a £50 deposit may be paid rather than paying the full balance. The full balance is due before, or on the day of tuition.
3. Balances may be paid by cheque or cash, in advance, or on the day of tuition/instruction/guiding/etc. Debit/credit cards may be used in advance by using the on-line PayPal facilities.
4. By paying the deposit for a gift certificate, the purchaser agrees to pay the full balance at a later date, as and when tuition is taken.

5. Where gift certificates have been purchased, the agreement is between The Durham Fly Fishing Company and the purchaser, not the recipient.
6. Gift certificates are valid for 12 months from the date of purchase. The expiry date will be printed inside the gift certificate. The expiry date may only be extended at the discretion of The Durham Fly Fishing Company.
7. Once a gift certificate has expired any monies paid to The Durham Fly Fishing Company will be forfeited

### **Payment**

1. Deposit payments can be made by (A) cheque, made payable to The Durham Fly Fishing Company and sent to the address below, (B) by credit/debit card, using PayPal facilities on the website (C) by e-mail link to the PayPal payment page, or (D) bank transfer.
2. Deposits are non-refundable except for the reasons given below.
3. The balance is due at the beginning of the fishing day/s without exception.
4. All deposit payments will be given a receipt by e-mail or in writing. Invoices are available upon request.

### **Cancellations**

#### **Cancellations by The Durham Fly Fishing Company**

1. In exceptional circumstances The Durham Fly Fishing Company may need to cancel a period of tuition. Initially a stand-in instructor will be sought to provide services on behalf of The Durham Fly Fishing Company. In the unlikely event that a cancellation is made, all monies paid to The Durham Fly Fishing Company will be refunded, or an alternative date/s will be offered. Any refund is limited to the amount paid to The Durham Fly Fishing Company and not any further expenses incurred by the client/s.
2. Occasionally we experience adverse weather conditions which can affect fly fishing. Examples include severe wind, extreme cold/frozen water, electrical storms, etc. The final decision of whether cancel the day due to adverse weather rests solely with The Durham Fly Fishing Company, or any instructor hired by The Durham Fly Fishing Company.
3. Most rivers in the North of England are fed by rainfall and after periods of heavy rain they can become swollen, dangerous and unfishable. Where tuition is booked to take place on a river the decision to fish, or not, rest solely with The Durham Fly Fishing Company or any instructor hired on behalf of The Durham Fly Fishing Company. Any decision made will be based on many years of experience and thorough risk assessment. Safety will not be compromised. You will be offered the choice of using an alternative river that is safe to fish/fishable, re-locating to a lake, postponing to a later date or receiving a refund of money paid. Where possible these decisions will be made in advance using experience and judgement, weather forecasts and advice from third parties (e.g. river keepers), though obviously this is not always possible.

#### **Cancellations by Clients of The Durham Fly Fishing Company**

1. When the services of The Durham Fly Fishing Company are booked, and a deposit paid, no further work can be booked for that day. However The Durham Fly Fishing Company realise that occasionally people have unforeseen commitments which may prevent them attending a pre-booked day. The Durham Fly Fishing Company operates a fair cancellation policy. If you need to cancel or change the date of a booking the following will apply:

- More than one month notice of cancellation or change - Refund of deposit (less any postage/admin costs incurred by The Durham Fly Fishing Company) or booking moved to an alternative date;
  - Less than one month but more than 14 days notice of cancellation or change - Loss of deposit if alternative date cannot be found.
  - 14 days or less notice of cancellation or change - loss of deposit
  - Less than 7 days notice of cancellation or change - full balance payable
2. Where a client does not attend at a pre-arranged meeting time and place, an attempt will be made to contact them, e.g. by mobile phone. If that client does not attend within one hour of the agreed time it will be assumed that the client has cancelled at less than 7 days notice and the above charge may be levied.

### **Complaints**

1. In the unlikely event that you have a complaint about The Durham Fly Fishing Company, or any instructor hired by The Durham Fly Fishing Company, you should inform the instructor immediately so that he/she can try to rectify the complaint there and then. If this is not possible, for whatever reason, the complaint must be made to the instructor before your departure. Feedback and constructive criticism are encouraged. This may be done anonymously, in writing, if you so wish.

## **Terms and Conditions for Goods Purchased from The Durham Fly Fishing Company.**

### **Purchase of Goods**

1. All goods require payment at time of purchase. Payment can be made by credit/debit card using the on-line shop through PayPal. Alternatively you may print an order form and post to The Durham Fly Fishing Company with a cheque made payable to "The Durham Fly Fishing Company".
2. There is a minimum order value of £50 to receive our free postage and packing service. Orders below £50 will be charged postage and packing at cost.
3. All goods are supplied with a no quibble guarantee, that if you are not completely satisfied your order will be refunded.
4. All pictures and descriptions are as accurate as possible, but slight variations are inevitable when tying flies using natural materials. Over time the tying and design of some flies may be changed and updated. Slight variations are to be expected, but The Durham Fly Fishing Company reserve the right to alter goods without notice. If you are not happy with your purchase it may be returned (see below).

### **Returns**

1. The Durham Fly Fishing Company supply high quality flies and leaders. If for whatever reason you are not happy with your purchase, you may return it in exchange for a refund, less any postage or admin costs incurred by The Durham Fly Fishing Company.
2. Goods must be returned by recorded delivery, in the original packaging and unused. A written reason for return is required, but will not affect your returns guarantee.
3. Any money due for refund will be refunded using the same method of payment originally used by the purchaser, e.g. cheque, PayPal, etc.

## Privacy

Your personal information is not shared with anyone else. Any credit/debit card details you give are with PayPal, using their secure servers, and are completely safe. The Durham Fly Fishing Company never sees details of the transaction other than the items purchased. All photographs, video, testimonials of clients are the property of The Durham Fly Fishing Company and permission is deemed to be granted for their use for promotional purposes.

## Company Information

**Trading name:** The Durham Fly Fishing Company (Owner Stuart Wardle)

**Address:** 14 Claypool Farm Close, Hutton Henry, County Durham, TS27 4QZ

**Website:** [www.durhamflyfishing.co.uk](http://www.durhamflyfishing.co.uk)

DFE CO