



Sam Cox Angling General Terms & Conditions

These Terms and Conditions govern all bookings, services, and interactions between the client (referred to as "you" or the "Client") and Sam Cox Angling (referred to as "we," "us," or "our"). By booking a trip, paying a deposit, or participating in any service offered by us, you acknowledge and agree to be bound by these terms.

1. Booking and Confirmation

- **Enquiry:** All bookings are subject to availability and must be confirmed by us.
- **Deposit:** A non-refundable deposit (amount specified at the time of booking) is required to secure your booking date. No date is confirmed until the deposit payment is received and cleared.
- **Balance Payment:** The remaining balance of the trip fee must be paid in full on the scheduled date of the trip, unless otherwise agreed in writing.
- **Pricing:** All prices are subject to change without notice, but the price confirmed at the time of booking will be honoured.

2. Cancellation and Rescheduling Policy

A. Cancellation by the Client

- **Cancellation 7 or more Days Out:**
 - If you cancel the trip **7 days or more** before the scheduled date, your deposit will **not be forfeited**.
 - The deposit will be transferred to a new booking (this needs to be done up to 7 days after cancellation). The rescheduled trip **must be completed within six (6) months** of the original cancellation date. Failure to complete the trip within this six-month period will result in the deposit being forfeited.
 - You are entitled to one (1) transfer/reschedule under this condition.
- **Cancellation within 7 Days:**
 - If you cancel the trip **less than 7 days** before the scheduled date, the deposit is **forfeited**, as this time frame makes it difficult to re-book the slot. No refund or transfer will be issued.
- **Non-Attendance (No Show):**
 - If you fail to attend the trip without prior notice, the deposit is immediately forfeited.

B. Cancellation by Sam Cox Angling (Unforeseen Circumstances)

- **Weather/Safety:** We reserve the right to cancel or postpone a trip at any time, including on the day, if we deem conditions to be unsafe or unfishable (e.g., severe storms, dangerous water levels, or high winds deemed unsafe for boat operation).
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- **Our Liability:** In the event we cancel the trip, you will be offered a choice of:
 1. A rescheduled date for the trip, or
 2. A full refund of all monies paid (deposit and balance).
- **No Further Liability:** We shall not be liable for any other costs or expenses incurred by the client as a result of our cancellation, including but not limited to travel, accommodation, or lost wages.

3. Responsibility and Safety

A. Boat Fishing Regulations and Conduct

- **Master's Authority:** Sam Cox (the Skipper/Guide) retains full authority over the vessel, itinerary, and all activities. The Client must comply immediately with all instructions and directions given by the Skipper for the safety of the vessel, crew, and passengers.
 - **Safety Equipment:** Clients must be shown and understand the location and use of all safety equipment, including life jackets. **Life jackets must be worn at all times when instructed by the Skipper.**
 - **Client Fitness:** The Client confirms they are physically fit and capable of managing movement on a boat, including any potential rough water conditions.
 - **Damage to Vessel:** The Client is responsible for any damage caused to the boat, equipment, or fittings due to their negligence, wilful misconduct, or failure to follow instructions. The cost of repair or replacement will be charged to the Client.
 - **Termination of Trip:** The Skipper reserves the right to immediately terminate the trip and return to shore without refund if any Client endangers the safety of themselves, other passengers, or the vessel, or fails to comply with safety instructions.
 - **Exclusion of Liability (Afloat):** The Owner/Skipper will not be held responsible for any loss or damage to personal equipment or property brought aboard the vessel.
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B. General Client Responsibility and Safety

- **Safety Briefing:** Clients must adhere strictly to all safety instructions, advice, and guidance provided by Sam Cox or any representative of Sam Cox Angling.

- **Equipment:** We provide specialist fishing equipment. Clients are responsible for any equipment lost or damaged through negligence or misuse and may be charged for repair or replacement.
- **Clothing/Preparation:** Clients are responsible for bringing appropriate clothing and gear for the expected weather and fishing conditions.
- **Medical Conditions:** You must inform us in advance of any relevant medical conditions, allergies, or physical limitations that could affect your participation or safety during the trip.
- **Alcohol/Drugs:** We operate a strict policy regarding the consumption of alcohol and recreational drugs. We reserve the right to immediately terminate the trip without refund if any participant is deemed to be intoxicated or behaving dangerously.

4. Liability and Insurance

- **Risk:** You acknowledge that fishing and outdoor activities carry inherent risks. Participation in the fishing trip is voluntary and entirely at your own risk.
- **Exclusion of Liability:** Sam Cox Angling accepts no responsibility for injury, death, loss, or damage to persons or property however caused, except where such injury, death, loss, or damage is caused by our negligence or willful default, subject to UK law.
- **Personal Insurance:** We recommend that clients arrange appropriate insurance for personal belongings.

5. Data Protection

- We will only use your personal data for the purpose of administering your booking and providing the services, in accordance with UK data protection laws. We will not share your data with third parties without your consent.

6. Governing Law

- These Terms and Conditions are governed by and construed in accordance with the laws of **England and Wales**, and any dispute arising out of or in connection with these terms shall be subject to the exclusive jurisdiction of the English and Welsh courts.
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