

# Shoot Out Club Trading Charter

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## Purpose

This trading charter forms the basis of a legally binding contract between “you” (the person making the booking) and “us” (Shoot Out Club Ltd, Bank Chambers, 1 Vaughan Parade, Torquay TQ2 5EG, Tel 01803 210210). Please take time to study this, as you will see they set out in simple terms what responsibilities we each have under the contract. Reading it now may help to avoid problems later.

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## 1. Making a booking

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**On-line** You can book direct via our website at [www.shootoutclub.co.uk](http://www.shootoutclub.co.uk).

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**Telephone** Call us on the telephone number listed.

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**By post** Send us your application form and payment.

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## 2. Paying for your holiday

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**By debit or credit card** The easiest way to pay for your holiday is by debit or credit card over the telephone or online. We accept Solo, Switch, Maestro, Visa and MasterCard. When paying for your party's deposits or balance there is no charge for payment by debit cards. Additional payments, such as deposits or balances for added individuals less than £60 will incur a 15 pence charge per transaction. There is a standard 1.7% charge for all credit card transactions.

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**Cheques and postal orders** Cheques and postal orders should be made payable to Shoot Out Club Ltd and sent to Bank Chambers, 1 Vaughan Parade, Torquay TQ2 5EG. Any cheque that is refused by the bank will be subject to a bank charge. The cost of the bank charge will be your responsibility. If you have booked your holiday by telephone or online and chosen to forward payment by post then you have three working days from the date of the booking for the Shoot Out Club to receive it otherwise the booking will automatically be cancelled.

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**By cash** We strongly advise not to send cash by post. You can pay cash for your holiday but it must be paid in person to either the Shoot Out Club office or to a Shoot Out employee at a Shoot Out event where a cash receipt will be issued.

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### 3. Your responsibilities before you book

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#### Payments and party details

The person who signs the booking form is the lead name and party organiser. He or she must be over 18 and is responsible for payment of the total holiday price, together with any amendments made to the booking and, subsequent cancellations or amendment charges that may be payable. He or she also agrees to provide accurate and full information of the remainder of the party, including any that may be added at a later date.

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#### Acceptance of terms and conditions

It is your responsibility to ensure that all members of your party accept and comply with the terms and conditions of reservation and the provisions contained in the "Trading Charter".

Our suppliers (such as accommodation or transport providers) have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's liability or other supplier's liability to you. You can get copies of such conditions from our offices, or the offices of the relevant supplier.

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#### Venue suitability

Before you book your Shoot Out Club holiday please make sure that the venue you have requested will be suitable for you and your party.

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#### Have you enough people in your party?

Teams/parties must consist of the minimum number as stated in the brochure. If during the contract your party number falls below the minimum number required you agree to pay, and are responsible for ensuring that the minimum balance required for your party is paid.

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#### Age restrictions

All persons must be 18 or over on the day of departure (unless otherwise agreed in writing by the Shoot Out Club).

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## 4. Your responsibilities after you book

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### Check your confirmation details

When you receive your confirmation please check it carefully to ensure all the details are correct. If any of the information is incorrect it is your responsibility to contact us immediately.

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### Insurance

We strongly advise you to take out travel insurance to cover you and your party.

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## 5. Making payments

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### Deposits

When you make a booking you must pay a deposit of £35 (£10 team deposit and £25 individual deposit) for every person in your party. If you have booked a Shoot Out Club holiday before, then you can book your holiday with just the team deposits of £10 per person. The remaining deposit of £25 per person will be due on 1<sup>st</sup> May (for pre Christmas holidays) or 31<sup>st</sup> May (for post Christmas holidays). All bookings taken after the May deadlines will require the total deposit to be paid.

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### Interim payment

An interim payment of £50 per individual in your party is payable as follows:

- For pre-Christmas holidays: 5 months before departure.
- For post-Christmas holidays: 6 months before departure.

The deposits for each individual not meeting this payment will be held and it will be deemed that the individual has cancelled.

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### Balance

The remaining balance due date is 12 weeks before your departure date. You must pay the balance of the price of the holiday on or before the balance due date. If you do not, we will cancel your booking and you will have to pay the cancellation charges (see Section 8 Cancellation charges). If you book within the balance due date you must pay the total price of the holiday at the time you book.

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### Reminders

**No reminders will be sent by post.** Deposit/balance dates are stated on all statements and booking confirmations sent by post and shown on your online account.

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## 6. Our contract with you

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### When does the contract take effect?

The contract takes effect when your booking is entered into our booking system and payment has been accepted.

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### Who it binds

The contract binds you. You are responsible for ensuring that members of your party adhere to the provisions contained in this Trading Charter.

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### Compliance

Failure to disclose all relevant information or comply with these terms may lead to termination of the contract and loss of the booking in accordance with Section 8 Cancellation charges.

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## 7. Making cancellations

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### What happens when a cancellation is made?

If a cancellation is made, a charge will apply (see Section 8 Cancellation charges) which you agree to pay. These charges are to compensate us for the risk of not being able to re-sell your holiday and the administration costs incurred.

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### How to make a cancellation

If you wish to cancel you must inform us in writing by post, email, fax or via your online account. Your cancellation request will be processed from the date we receive your notice.

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### When will cancellation take effect?

Cancellation will take effect once confirmation from us has been issued.

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## 8. Cancellation charges

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### Team cancellation

If a team cancellation is made and we are not able to resell the team space then the following charges will apply:

Period before departure within which cancellation notification is received	Cancellation charge
More than 84 days	£100 team deposit and individual deposits
56-84 days	33% of total holiday cost
43-55 days	50% of total holiday cost
28-42 days	70% of total holiday cost
28 days or less	100% cost of holiday

If the team/party booking is resold between 0-84 days prior to departure, all monies less deposits will be returned. If it is resold 84 days or more before departure all monies less £10 administration charge will be returned.

### Individual cancellation

If an individual cancellation is made the following charges will apply.

Period before departure within which cancellation notification is received.	Cancellation charge
More than 84 days	Individual deposit
29-84 days	Total deposit (team and individual)
28 days or less	100% cost of holiday

No monies will be refunded if an individual cancellation causes the booking number to fall below the minimum number of persons required.

## 9. Changing your booking

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### **Transferring a party member**

Individuals can transfer their booking to another person by written request from you and confirmation from us. Any deposits held due to a cancellation can be re-used for additional persons being added to the booking. In the event of an individual cancellation, accommodation may need to be changed accordingly, especially in the case of under-occupation of a room.

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### **Transferring your organiser**

If you wish to transfer the lead name (organiser) of the booking to another person this must be done in writing by post, fax, email or from your online account. You must give the name and contact details of the person taking over the booking. Transfer will only take place once we have confirmed with the person given and they agree to abide by the terms of the contract.

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### **Changing holiday date or venue**

If you wish to change the date of your holiday or request a change of venue you may do so once without any charge. Any subsequent changes will incur an administration charge of £10. A request that is not reasonably practical for us to fulfil will be deemed to be a cancellation of the booking and relevant charges may apply at our discretion. We will not cancel your booking in these circumstances without first giving you reasonable notice.

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### **Adding extra members to your party**

You may add extra people to your booking at any time subject to availability. Holiday costs relating to additions to bookings made within 28 days or less before departure must be paid in full by debit or credit card.

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## 10. Refunds

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### **If a refund is less than your balance**

Any refunds due will be credited against the outstanding balance of the booking. It is your responsibility to allocate any monies due to individuals within your party. We take no responsibility for this.

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### **If a refund is greater than your balance**

A refund by cheque will be given to you.

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## 11. Accommodation

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### Types and styles

Accommodation throughout the Shoot Out Club venues range from hotels to holiday centres.

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### Availability

Accommodation available is shown on the application form and/or online, however these are provided as a guide and do not form part of this or any contract. Whilst we endeavour to provide you with your chosen type of room, it cannot be guaranteed that you will receive the type of room requested.

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### Using spare beds

Larger style rooms such as three or four bedded rooms are normally twins or doubles with extra beds. We will only utilise beds that are acceptable for adults. This may include the bottom of a bunk bed. If your party wishes to use other beds that are available in that room then this can only be done with written instruction by the lead name of the booking.

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### Double beds

A double room means a double bed. We cannot accept any liability for a party that have booked double rooms instead of twin bedded rooms.

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### Allocating

Allocation of accommodation will be at the venue's discretion unless stated otherwise. There is a level charge per person therefore accommodation is allocated pro-rata.

We will attempt to keep parties together wherever possible but due to layout and room types requested this is not always achievable. Changes to rooms requested may occur due to circumstances beyond our control.

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### Single room supplements

At present there is no single room supplement. To enable us to maintain this, single room requests must be kept to a minimum and will be dependant on availability.

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## 12. Meals

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### What is offered?

Meal basis is as stated in our most recent brochure.

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### Sunday lunch

“Full board” includes Sunday Lunch.

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### Meals on coaches

Meals whilst travelling by coach are not included.

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## 13. Coach transport

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### What is included?

The price includes return coach transport from selected areas to the venue. In the event of the suggested area being unsuitable, alternative transport options will be offered.

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### Pick up points

There is one coach pick up point per booking.

You are responsible for providing us with the full postal address of your suggested coach pick up point and an emergency contact name and mobile contact number for the day of departure.

You are responsible for ensuring your party are at the designated coach pick up point at the time stated. We will not be liable for any loss or expense incurred due to any persons in your party late arrival at the pick up point.

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### Coach transfers

If your journey requires a coach transfer, you are responsible for ensuring that your party's luggage and belongings have been transferred to the correct coach.

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### Luggage

We recommend that you keep luggage to one medium sized suitcase per person. Whilst the driver will load the luggage onto the coach, no liability will be accepted for loss, damage, delay or misdirection of luggage or personal effects.

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### Porterage on arrival at destination

At most venues porterage is not available. If any persons in your party require assistance please see reception on arrival.

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**Coach facilities**

Whilst we endeavour at all times to provide coaches of the highest standard, it must be accepted that due to operational restrictions we cannot guarantee the provision of executive vehicles. If vehicles are utilised without full facilities or unable to operate, the driver will, on request, make comfort stops when reasonably necessary.

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**Coach trips and excursions**

Optional coach trips/excursions may be subject to a charge and/or entrance charge for which you will be liable.

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## 14. Special requests

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**Our obligation to you**

If your party have any special requests such as lift access rooms, accommodation close to concourse or special diets, we will do our best to help but unless confirmed, we cannot guarantee that it will be fulfilled.

If fulfilment of your special request is vital to your holiday, it must be specifically agreed with us before or at the time we make your booking. General confirmation that a special request has been noted or passed onto our supplier is not confirmation that your request will be met. All special requests are subject to availability unless and until they are specifically confirmed by us.

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**When to inform us**

Please inform us at the time of booking.

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**Special requests that incur a cost**

You are responsible for paying additional costs resulting from a special request. We will either invoice you for such costs before departure or inform you that the costs must be paid at the venue.

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**Dietary requests**

If your special request relates to a special diet, please tell us before booking or as soon as advised and forward details of the diet. Some venues may not be able to cope with special diets and we cannot be held liable for their failure to do so unless we have specifically confirmed to you that a special diet will be catered for.

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## 15. Your itinerary

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### **When you will receive your itinerary**

Approximately 3 weeks prior to departure, you will receive your itinerary. If booked on-line this will be sent by whichever method was chosen.

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### **What the itinerary contains**

Your itinerary will include your coach pick up point and time, playing schedule, rules, meal times and all other necessary information.

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### **Abiding by your itinerary**

You are responsible for ensuring that your party is in attendance at required times as stated in your itinerary. We will not be held liable if your party is scratched from events due to lateness or misses meals through late attendance.

You are responsible for your team abiding by the rules of the event you have entered. In the event of any dispute, the Shoot Out organiser's decision is final.

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## 16. Smoking

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### **The places you cannot smoke**

In accordance with the law, smoking is not permitted in coaches and in public areas of the hotels and holiday centres. Smoking is also prohibited in most venue bedrooms.

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### **The places you can smoke**

Smoking is permitted in designated outside areas.

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## 17. Consumption of alcohol

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### The places you cannot consume alcohol

To comply with legislation on sporting events we regret that we must enforce a total ban on alcohol on board the coaches. We reserve the right to cancel the holiday of individuals who are drinking and/or being disruptive on the coach. If this happens, we will not pay any compensation, make any refund, or reimburse any expenses you suffer as a result.

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### Taking alcohol into venues

In accordance with licensing laws it is prohibited to bring alcohol not purchased on the premises into licensed areas. Any alcohol consumed in this manner could be confiscated.

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### Proving your age

Each venue has its own policy for the serving of alcohol. Some hotels and holiday centres may ask for proof of age, therefore if you are usually asked, or look under 21 years of age, please ensure you bring suitable identification.

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## 18. General behaviour

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### Limitation of liability

Nothing in this section is intended to limit our liability to you and members of your party for personal injury or death caused by our negligence.

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### Upsetting fellow holiday makers

We want you, your party and all our customers to have an enjoyable holiday but you must remember that you are responsible for your actions and that of your party and the effect they have on others. If we, or another person in authority, believe your actions (including those of your party) could upset other customers, our suppliers, or our own staff, or put them in danger, or damage property, we reserve the right to end your holiday and terminate your contract with us. This could mean you are refused transport and accommodation. If this happens we will not pay compensation, make any refund, or reimburse any expenses you suffer as a result.

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### Damaging property

You must particularly bear in mind that you are responsible for your own safety, and that you are responsible for the condition of the accommodation you occupy. You and your party will be liable to reimburse any suppliers for the full cost of any damage you or your party may cause to accommodation or transport. It is your duty to report any damages or breakages to an appropriate person immediately.

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**Drinking irresponsibly**

We trust you will enjoy your holiday with us. We appreciate that you well may drink alcohol as part of your enjoyment. You must, however, do so responsibly and we have no liability to you for any injury, loss or damage you suffer as a result of the consumption of alcohol or any other drug.

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**Compensation**

If we incur any expense as a result of your behaviour or that of your party, you will be obliged to compensate us for that expense.

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## 19. Making a complaint

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**When to make a complaint**

If you have a complaint during your holiday, you should tell our organiser at the earliest opportunity so that they can do their utmost to resolve the problem immediately.

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**How to make a complaint**

Your Shoot Out organiser has been supplied with a complaints form. If you need to complain, please ensure this is completed and you have a copy signed by them. If, on your return from holiday, you remain dissatisfied, you should write within 28 days to our office. In your letter you will need to quote your membership number, holiday venue, and departure date including a copy of your complaints form. If you do not tell us at the earliest opportunity about the problem giving rise to your complaint, we cannot take steps to investigate and rectify it.

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**Responding to your complaint**

In deciding how to respond to your complaint we will take into account the date you first drew the problem to the attention of our organiser. We will not accept liability for complaints received after the 28-day limit.

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## 20. Data Protection

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### Relaying your personal information to others

We will provide your personal information as well as any personal information you provide in relation to your party to the relevant suppliers of your travel arrangements. If you make special requests, which include, but are not limited to, dietary or disability related requirements, which constitute sensitive information, the relevant data will also be passed to the relevant supplies and carriers to enable provision of the services to you. If we cannot pass this information to the relevant suppliers, we cannot provide your booking. In making this booking, you consent to this information being passed to the relevant persons.

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### Requesting non-disclosure of information

We may share your information with other carefully selected third parties who may contact you. If you do not wish your personal information to be passed on to third parties, please request so in writing.

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## 21. Brochure content and prices

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### Changes in brochure content

Our brochure is produced many months in advance and as far as we know, all information is correct at the time of printing. However, you will be informed of any significant information changes at the time of booking.

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### Changes in price

All prices and supplements are based on known costs prevailing on 1<sup>st</sup> January 2008 and include VAT at 17.5%. The price of your travel arrangements is subject to a change for an increase or decrease on the following items: transportation costs including fuel, dues and taxes including changes in VAT or any other Government imposed changes. In the case of a small variation, an amount equivalent to 2% of the price of your holiday (excluding insurance or amendment charges) will be absorbed. For larger variations, 2% will still be absorbed for increases, but not retained from refunds. If this means paying more than 10% of the holiday price you will be entitled to cancel your holiday with a full refund of any monies paid except for any amendment charges. Should you decide to cancel for this reason you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Alternatively you can accept an offer of an alternative comparable holiday of equivalent or superior quality, if available. You may then transfer payment made in respect of your original holiday to the alternative holiday. If the cost of the alternative holiday is less than the original we will refund the difference in price.

## 22. If we change your holiday

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### Types of change

“Significant Changes” could involve changing resort area, time of departure or return by more than 12 hours, or offering accommodation of a lower standard.

All other changes to your booking are “Minor Changes”.

### Informing you of Significant Changes

From time to time we may have to implement a Significant Change to your holiday. If this occurs, we will tell you about it as soon as reasonably possible if there are 24 hours or more until your time of departure. If there are less than 24 hours until your time of departure, we will inform you of any significant changes if it is reasonably possible within our normal office hours.

### Cancelling or withdrawing as a result of a Significant Change

If your party withdraw from the holiday because of a Significant Change made by us, or if we have to cancel the holiday for any reason (unless where it is your fault (see Section 5 Making payments, Section 7 Making cancellations, Section 17 Consumption of alcohol and Section 18 General behaviour), you will be offered the choice of either a replacement holiday of equivalent or superior quality where available, or a replacement holiday of lower quality where available and refund of the price difference or a full refund. Once we have notified you of the changes and the options available, you must inform us of your decision as soon as possible. We will pay you compensation for Significant Changes on the following scale unless the holiday is changed or cancelled by reason of unusual and unforeseen circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances will include, but are not limited to, war, terrorist activity, civil unrest, industrial dispute, bad weather (actual or threatened) fire, quarantine, epidemic or health risks, natural or nuclear disasters and government actions.

Period before departure within which a Significant Change is notified to you	Compensation per person % of basic tour cost
8-14 days	10%
0-7 days	15%

Payment of compensation according to the scale set out above will not affect your statutory right to claim further compensation if, in all circumstances, you remain dissatisfied.

Minor Changes may be made by us at any time and we are not obliged to inform you or to pay you compensation.

## 23. Our liabilities and responsibilities to you

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### We accept responsibility if:

- any part of your holiday arrangements, booked with us, is not as described in the brochure or of a reasonable standard;
- if you or any of your party suffer death or injury as a result of an activity forming part of your holiday arrangements which you booked with us before your departure;
- the failure in the holiday arrangements or any death or personal injury is due to any fault on our part or that of our agents or suppliers whilst acting in the course of their employment.

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### We do not accept responsibility if:

- the failure, death or personal injury is not caused by any fault of ours or of our agents or suppliers or is caused by you or someone not connected with your holiday arrangements;
- the failure, death or personal injury is due to unusual or unforeseen circumstances which, even with all due care, we, or our agents or suppliers, could not have anticipated or avoided.

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### Payments of claims

For claims that do not involve personal injury, illness or death, the most we will have to pay if we are liable to you is the price the person affected paid for their holiday (not including insurance premiums and amendment charges). We will only have to pay this maximum amount if you have received no benefit from your holiday if you or any member of your party is killed, injured or becomes ill as a result of coach transport any liability for which we may have to pay compensation is limited in line with the Geneva Convention (applies to transport by road). You can get copies of the relevant convention from us on request. You should also note that these conventions may limit or remove the carrier's liability to you and the amount which the carrier has to pay you.

If we make any payment to you or any member of your party for death, personal injury or illness, you will be asked to assign to us or our insurers the rights you may have to take action against the person or organisation responsible for causing the death, personal injury or illness.

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## 24. Protecting your money

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### What is provided?

In the unlikely event of our financial failure, your money is protected.

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### How this is provided

In compliance with the UK Package Travel, Package Holidays and Package Tours Regulations 1992 an insurance policy has been arranged with Travel & General Insurance Company plc to protect customers' prepayments paid in respect of:

- non-flight inclusive packages commencing and returning to the UK
- the ground handling aspects of packages where the customer is responsible for arranging travel to the destination

offered in this brochure/literature/document/on this website (subject to the terms of the insurance policy), for:

- a refund of such prepayments if customers have not yet travelled, or
- making arrangements to enable the holiday to continue if customers have already travelled, or
- repatriation of customers to the UK

in the unlikely event of our financial failure.

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## 25. Filming and photography

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### Why we take photographs and films

During your holiday we will take promotional photographs and films at the event which may be used on our website and for promotional purposes. You hereby agree to such use of our photographs and films.

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### What to do if you wish not to appear

If any of your party does not wish to appear in any photos/film please be aware of positioning of cameras and refuse to appear in any known photos. We will not accept responsibility or liability, if you appear in film or in photographs, however such liability may be incurred.

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~ End ~

**This Agreement is governed by English law and both parties submit to the exclusive jurisdiction of the English Court.**