

TERMS AND CONDITIONS OF BOOKING

Definitions of Terms

"The Company" "we" or "us" - Top Gun Tours Ltd

"You" - the person who makes the booking with Top Gun Tours Ltd.

"group" - All members of the group attending the shooting event including any spectators

"The shooting range" – The shooting range at which your event is held.

1) Descriptions Provided in Promotional Materials

The descriptions of the shooting events given in the Company's website and other promotional materials are stated in good faith but occasionally it may be necessary to make some alterations to schedules, equipment, instructors and shooting range. The Company reserves the right to make minor changes to events without notice. If there is a particular aspect of the shooting event, or piece of equipment, that is important to you please contact us prior your departure and check to avoid disappointment.

2) Prices & Payment

The Company reserves the right to make variations to prices prior to receiving full payment for the shooting event. A deposit of £50 is payable at the time of making the reservation. The balance is payable at least 10 days prior to the shooting event. If the Company is not in receipt of the balance at least 10 days before your event your booking may be cancelled and the deposit retained.

3) Cancellation Policy

Cancellation of your event will only be accepted if it is received in writing either by email, letter, or fax (Fax: 01283 246 234). Cancellation refers to the cancellation of the whole event and not to minor changes in numbers in your group (see sections 5 & 6 below).

i) 10 Days or More Notice of Cancellation

If the Company receives notice that you wish to cancel your reservation ten or more days prior to the shooting event the £50 deposit payment will not be returned. If the balance for the event has been received by the Company more than 10 days before the event, this element (but not the £50 deposit) will be returned to you in full.

ii) Cancellation received less than 10 Days but more than 72 hours before start time of the event

If the Company receives notice that you wish to cancel your reservation less than 10 days but more than 72 hours prior to the start time of the event the Company reserves the right to retain 50 percent of the total value of the event as a cancellation fee. The remaining 50 percent of the price paid will be refunded to you.

iii) Cancellation received less than 72 hours before the start time of the event

If the Company receives notice that you wish to cancel your reservation less than 72 hours prior to the start time of the event the Company reserves the right to retain 100 percent of the total value of the event as a cancellation fee.

iv) Lateness

If the group is more than 30 minutes late in meeting the Company's representative whether that is the representative meeting the Group at their hotel, or (if transport is not included in the event) the instructor at the shooting range, the Company will deem the event to have been cancelled and reserves the right to retain 100 percent of the total value of the event as a cancellation fee.

v) Cancellation by the Company

If a shooting event cannot be provided due to circumstances beyond the Company's control and a suitable alternative cannot be offered, a full refund will be provided. All shooting events offered by the Company are intended only as short supplemental excursions for persons whom have already booked or decided to book a holiday or business trip in the locations in which the Company operates. The Company's shooting events should not be viewed as substantial elements of any holiday or business trip, and should under no circumstances be booked as the prime or major reason for booking any holiday or business trip. The Company's maximum liability is limited to the total price paid for the event and cannot be held liable for any other compensation relating to such a cancellation for example (but not limited to) flights, hotels, or general travelling expenses associated with you or your group's overall holiday or business trip.

4) Weather Conditions

The Company's shooting events are held throughout the year and in a wide range of weather conditions. Unless weather conditions are extreme enough to warrant serious safety concerns (such as during a hurricane) shooting events are rarely cancelled by the Company. In such an event either the Company or its representatives will contact you by telephone to inform you. In such circumstances the Company shall make a full refund to you for the price you have paid for the shooting event.

If you are unsure as to whether the event is cancelled you should call either the Company, or its representative in the location, before deciding to abort your trip to the shooting range. If your group decides to abort the shooting event without it having been confirmed by the Company or its representatives that the event is officially cancelled you will be considered to have voluntarily cancelled the shooting event (see Clause 3 i to iv above). It is your group's responsibility to wear appropriate footwear and clothing for the time of year, especially if the event is held outdoors.

5) Increasing Group Size

Provided that the maximum number for the event is not exceeded (see web site for maximum group size for each event) it is usually possible to add people to your group provided that the Company has at least 48 hours notice by email prior to the event and that payment in full for extra places is also made at least 48 hours before the event.

6) Reducing Group Size

Provided that the minimum number for the event is still reached (see web site for minimum group size for each event) you may reduce the size of your group provided that the Company has at least 72 hours notice by email prior to the event. The total price will be recalculated based on the new group size and current published web site prices for the new group size. Any difference between this new total price and the funds already paid by you will be refunded in full provided a full 72 hours notice by email has been given. Reductions to group size made with less than 72 hours notice will not qualify for a refund.

7) Accidental Damage to Property and/or Persons

Any accidental damage to persons or property caused by members of your group whilst at, or en route to, the shooting range is their personal responsibility and the Company accepts no liability either directly or indirectly for such damage unless it is due to the negligence of the Company.

8) Travel & Medical Insurance

You and all members of your group should always ensure you have adequate holiday insurance covering cancellation and medical cover as a minimum prior to leaving your home country. The Company accepts no liability for cancellation (other than as specified in Section 3 part v above), medical expenses or loss or damage to property during the holiday.

9) Alcohol & Drugs

Any member of your group who is or appears in the judgement of instructors to be under the influence of alcohol or drugs will be excluded from the shooting range for the duration of the event for the safety of others present at the shooting range. No refund will be made for group members who are excluded from the event for this reason.

10) Safety on the Range

For the safety of all members of the group any behaviour at the shooting range deemed to be unsafe by instructors, whether intentional or unintentional, will not be acceptable. If an instructor believes that the behaviour of one or more members of the group is a risk to others they will be excluded from the range for the duration of the event. No refund will be made for group members who are excluded from the event for this reason.

Range safety procedures must be respected at all times. You will receive a safety briefing before shooting or handling guns. If any of your group are unsure about anything in this safety briefing or anything else regarding range safety you must ask your instructor.

Ear and eye protection are provided at no extra charge at all of our shooting events and must be worn at all times whilst live firing is in progress. This applies whether you are shooting or observing.

The Company takes care to only select the best shooting ranges with the safest instructors but we can provide no absolute guarantee of the day-to-day safety management and accept no responsibility for any damage to the individual group members' person or property, or damage that they do to third persons or third persons property.

All members of the group will be asked to sign a disclaimer statement before they can proceed with the event. These disclaimer statements are updated from time to time by our shooting providers. If you wish to view these prior to making your reservation you should write directly to the relevant ranges requesting a copy. The relevant addresses can be obtained by contacting the Company.

11) Prohibited Persons

By accepting these terms and conditions you accept responsibility for confirming that neither you nor any other members of your group is prohibited under any UK laws from using firearms, nor has a history of serious alcohol/substance abuse, nor is suffering from mental illness including depression.

12) Identification

All ranges in the USA require valid photo identification such as passport or drivers licence for each member of the group handling firearms. This identification is held as security by range staff for the duration of the event and is returned upon completion of the event. If any member of the group does not bring their valid photo identification to the range they will not be allowed to take part in the event. Please check that all members of your group have their identification with them before they set out for the range. Refunds cannot be made for individuals who fail to bring valid identification.

13) Minimum Age Limits

The person making the booking must in all cases be 18 years or older.

i) Czech Republic & Hungary - All members of the group must be over 18 years old to comply with local laws and insurance requirements in the Czech Republic and Hungary. Any member of the group who appears to be under 18 years of age may be asked for proof of age before they can participate with the event.

ii) USA - If accompanied by a parent or legal guardian, young people between 13 and 17 years old can take part in advertised shooting events in the USA, but it may be necessary to provide alternative types of guns or ammunition to those advertised on the web site to account for smaller hands and different physical strengths. In Orlando we run a special Mini-Marksmen programme for children aged 9 to 12 provided they are at least 4'2" (125cm) tall and accompanied by a parent or legal guardian.

14) Confidentiality

Any information collected in the application process is treated in the strictest confidence and will not be transferred to any outside party other than name of group leader and his/her mobile telephone number to the senior instructor responsible for running the event.

15) Photographs and Testimonials

The Company reserves the right to publish on its web site or other publicity materials any photographs or testimonials that are voluntarily sent to the Company by members of the group. Unless told otherwise the Company assumes that when it receives such photographs or testimonials the person sending them has obtained permission to place them in the public domain from any members of the group that appear in them.

16) Health

All members of your group should be aware that shooting, as with other sports, will make some physical demands on individuals. Whilst instructors will endeavour to work around physical restrictions and disabilities, individual group members are expected to be in good general health.

If any of your group have any doubts about their physical ability to undergo their chosen event they should consult their doctor before making a reservation.

17) Complaints

It is important that any complaints about our shooting events, including any safety issues, be made directly to the senior instructor on the day of the problem to allow staff to address the issue as it arises. If the issues cannot be adequately resolved on the day of the event you should put your complaint in writing to the Company (either by letter or email) giving full details of the complaint within 21 days of the event. The Company views complaints as opportunities to improve, and we will thoroughly investigate all complaints on your behalf. However, to assist us with this it is important that you inform the senior instructor, or Company representative of the complaint on the day on which it occurs. Any complaints should be channelled through you (the person making the booking) rather than individual group members contacting the Company individually.

18) English Law

The terms and conditions set out above shall be governed and construed in accordance with English law. You agree to pursue any dispute solely within the English legal system. These terms and conditions do not affect your statutory rights under English law or the laws of the country in which the shooting event takes place.