



Please read the following important terms and conditions of booking before you make any bookings with us as they set out your respective rights and obligations. Please also check that they contain everything you want and nothing that you are not willing to agree to.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- 'We', 'us' or 'our' means **St Andrews Golf Travel Ltd**; and
- 'You' or 'your' means the person corresponding with us to make bookings with us.

If you don't understand any of this contract and want to talk to us about it, please contact us by:

- Email at info@standrewsgolftravel.com
- Telephone on +44 (0) 7908 449 121 (St Andrew's office)

Who are we?

We are St Andrews Golf Travel, a company registered in Scotland under company number: SC464187. Our registered office is at: 12 Abbey Street, St Andrews, Fife, Scotland KY16 9LA
Our VAT number is: 198640071

We act as an agent on behalf of the supplier(s) of your golf tour (e.g. a tour operator). These terms and conditions of booking apply to agency booking(s) we make on your behalf and to linked travel arrangements (where different types of travel services are booked for the same trip).

The details of this contract will not be filed with any relevant authority by us.

1 Introduction

- 1.1 If you make a booking with us, you agree to be legally bound by this contract.
- 1.2 This contract is only available in English. No other languages will apply to this contract.
- 1.3 When making any bookings you also agree to be legally bound by:
- (a) our website terms and conditions and any documents referred to in them;
 - (b) extra terms which may add to, or replace some of, this contract. This may happen for e.g. security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice; and
 - (c) specific terms which apply to certain services. If you want to see these specific terms, please request details from us prior to completion of the booking process.

All of the above documents form part of this contract as though set out in full here.

2 Your privacy and personal information

- 2.1 Our Privacy Policy is available on request
- 2.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

3 Booking your golf tour with us

- 3.1 Below, we set out how a legally binding contract between you and us is made.
- 3.2 By making a booking, you, as the first named person on the booking agree on behalf of all persons detailed on the booking that:
- (a) you have read these terms and conditions of booking and any other written information we have brought to your attention before the booking was confirmed, and you have the authority to, and agree to be bound by them; and
 - (b) you are over 18 years of age, where placing an order for services with age restrictions, declare that you and all persons detailed in the booking are of the appropriate age to purchase those services.

3.3 The following information will be required to confirm your booking:

- (a) full name and contact email or mailing address of each of the persons detailed in the booking;
- (b) details of any golf club of which you and persons detailed in your booking are members of and proof of handicap (you should ensure that all persons detailed on the booking are able to provide proof of their handicap on the trip); and
- (c) accurate details of the number of persons detailed in your booking who will play each day.

3.4 You must confirm your booking with us by email. Please read and check your quote carefully before making your booking. If you need to correct any errors or clarify anything you can do so before making your booking.

3.5 When you make your booking at the end of the booking process (e.g. when you have confirmed that you have read these terms and conditions of booking and have agreed that the itinerary is correct), we will acknowledge it by email. This acknowledgement does not, however, mean that your booking has been accepted.

3.6 We may contact you to say that we do not accept your booking. This is typically for the following reasons:

- (a) the supplier cannot provide the services (this may be because, for example, they no longer have availability);
- (b) we cannot authorise your payment; or
- (c) there has been a mistake on the pricing or description of the booking in the quote.

3.7 We will only accept your booking when we email you to confirm this (Confirmation Email and itinerary). At this point, a legally binding contract will be in place between you and us.

3.8 If you are under the age of 18 you may not make any bookings with us.

3.9 By making a booking, you, as the first named person on the booking, does so on behalf of all persons detailed in your booking and you will also be responsible for full payment being made to us.

3.10 Unless otherwise stated in your quote, upon making your booking, we require a deposit of 30% of the total cost of the golf tour.

3.11 If the booking is made within 120 days of the date of the commencement of the golf tour, we require full pre-payment to be made at the time of booking.

4 Changes and cancellations by you

4.1 You have the right to cancel this contract within 14 days of confirming your golf tour in writing without giving any reason. However, you do not have the right to cancel if you commence your golf tour during the 14-day cancellation period.

4.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract.

4.3 The charges payable to you upon cancellation by you shall be determined by the travel package price less the value of the expenses saved by us and less any income gained by us from alternative deployment of the golf tour. We have determined the following rates, taking into account the period between the notice of cancellation and the commencement of the golf tour, as well as expected cost savings and expected income from alternative deployment of the golf tour. Following 14 days after the conclusion of the contracts, should you cancel your golf tour, the following charges will apply:

- (a) 120 days prior to the commencement of the tour: loss of deposit; or
- (b) 0 to 120 days prior to the commencement of the tour: total tour cost is non-refundable.

4.4 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or email) using the contact details at the top of this contract.

4.5 Should you wish to cancel or make changes to your booking, any amendment or cancellation request must also be made by a clear statement (e.g. a letter sent by post, fax or email) using the contact details at the top of this contract. Whilst we will try to assist, we cannot guarantee that such requests will be met. Amendments can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier may charge the cancellation or amendment charges shown in their booking

conditions (which may be as much as 100% of the cost of the travel arrangements and will normally increase closer to the date of departure).

5 Changes and cancellations by the supplier

We will inform you as soon as reasonably possible if the supplier needs to make a significant change to your confirmed arrangements or to cancel them. We will also liaise between you and the supplier in relation to any alternative arrangements offered by the supplier, but we will have no further liability to you.

6 Effects of cancellation

6.1 If you cancel this contract and are entitled to be refunded in accordance with clause 4.3, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

6.2 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

7 Circumstances beyond our control – (Force Majeure)

7.1 Your booking might be impacted by events beyond our reasonable control. If this happens, there might be a delay in the commencement of your golf tour. We will make reasonable efforts to limit the effect of any such events and we will keep you informed of the circumstances. We will endeavour to either restart or reschedule your golf tour as soon as such events have been resolved.

7.2 Except where we say differently elsewhere in these terms and conditions of booking, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change your golf tour itinerary after booking, or we, or our suppliers, cannot supply your golf tour, as we, or they, had agreed.

7.3 When we refer to circumstances beyond our control, we mean any event that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care. Such circumstances will usually include, but are not limited to, war, threat of war, airport closures, airspace closures (as well as other air traffic management decisions which may give rise to long or overnight delays or cancellations of one or more flights), epidemic or pandemic, significant risks to human health such as the outbreak of a serious disease at the travel destination, natural or nuclear disaster, serious security problems such as terrorist activity, civil unrest or events arising out of political instability, economic instability, industrial dispute or strikes, bad weather (actual or threatened), governments advising against travel to a particular destination, machinery breakdown or faults in any vehicle of transportation.

8 Our responsibility for your booking

8.1 Your contract is with the supplier and the supplier's booking conditions will apply to you. As the agent, we accept no responsibility for the actual provision of your golf tour. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you from the supplier in good faith.

8.2 In the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to the total cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

9. Payment

9.1 We accept the following methods of payment:

- (a) Visa
- (b) MasterCard
- (c) American Express
- (d) Bank wire transfer

9.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the golf tour is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 2) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

9.3 Your credit card or debit card will only be charged when you agree to these terms and conditions of booking and the confirmed itinerary is agreed.

9.4 If your payment is not received by us under clause 9.3, we may charge interest on any balance outstanding at the rate of 5 percentage points per year above Royal Bank of Scotland plc's base rate.

9.5 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 4 and 6.

9.6 The price of the services:

- (a) is in pounds sterling (£) (GBP) or (€) (Euros) (as specified in your proposal)
- (b) includes VAT at the applicable rate;
- (c) does not include the cost of certain items as detailed in your itinerary.

9.7 Please note that changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking. We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised prices and prices for confirmed bookings.

10 Visa, passport and health requirements

10.1 Unless you tell us otherwise, we are entitled to assume that all persons detailed in your booking hold or will hold full passports valid for the entire duration of your golf tour. Information on visa, passport and health requirements, where given and applicable, is given on this basis, unless stated otherwise.

10.2 Requirements may change, and you are therefore strongly recommended to check the up to date position with the relevant suppliers, passport issuing authority, appropriate embassy, consulate or your doctor (as applicable) in good time before your trip.

11 Insurance

11.1 Adequate travel insurance is a condition of your contract with either us or the supplier(s) in question, as applicable. You must take out a policy of insurance in order to cover you and all persons detailed in your booking against the cost of cancellation by you, the cost of assistance (including repatriation) in the event of accident or illness, the loss of baggage and money and other expenses. We can provide details of travel insurance providers if required.

11.2 Please check your travel insurance policy carefully to ensure that all the details are correct and that all relevant information has been provided by you (e.g. pre-existing medical conditions). Failure to disclose relevant information could result in your insurance being void.

11.3 If you fail to travel with adequate insurance cover, we will not be liable for any losses in respect of which insurance cover would otherwise have been available.

12 Special requests

If you have any special requests (for example dietary requirements or room location), please let us know at the time of booking. We will pass on all such requests to the supplier, but we can't guarantee that they will be met and we will have no liability to you if they are not.

13 Accommodation

13.1 We use hotels that have a 3, 4, or 5-star rating. All quotes are based on rooms with private bath/shower at the hotels requested.

13.2 All ratings are as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given.

14 Car rental, coach hire and chauffer drive

14.1 All bookings include transport from the point of arrival until departure date unless otherwise requested by you.

14.2 Drivers for self-drive vehicles must have a full driver's license and be over 25 years of age.

14.3 Car and minibus rental rates do not include fuel or personal accident insurance but do include collision damage waiver. On delivery of your hired vehicle you will be asked to leave a credit card deposit to cover a full tank of fuel and in some cases, a deposit may be required to cover any damage to the vehicle.

14.4 All coach hire and chauffeur drive expenses are included in the price of the tour (excluding discretionary driver gratuity). We are not liable for theft of golf clubs or personal property whilst such items are in coaches and chauffeured vehicles.

15 Unused tour services

Tour services included in your booking which are not used during the course of your trip are non-refundable. No refund will be made for unused hotel accommodation, tee times or any other service due to flight delays or unscheduled changes or for any other reason.

16 Handicap card or certificate

We require all persons named on your booking to carry with them a current handicap or GHIN card or certificate and a general letter of introduction from their home club. Apps are also acceptable. Failure to do so may result in access being denied at some British and Irish Golf Clubs. Please note that the handicap requirements for The Old Course are 24 for gents and 36 for ladies

17 Caddies

We strongly recommend the use of caddies on your golf tour. Please advise through your pre-arrival form if a caddy is required. Caddy fees are to be payable by you directly to the caddy or caddy master on the day of play and are not our responsibility.

18 Conditions of suppliers

Most of the services which make up your golf tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with them. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

19 Nature of the services

All descriptions and content on our website, in our brochures, supplier brochures and in our quotes or otherwise issued by us is done so on behalf of the supplier(s) in question are intended to present a general idea of the services provided by the supplier(s) in question. All services shown are subject to availability.

20 End of the contract

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

21 Limit on our responsibility to you

21.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

(a) losses that:

- were not foreseeable to you and us when the contract was formed;
- were not caused by any breach on our part;
- business losses; and
- losses to non-consumers.

22 Disputes

22.1 Because the contract for your golf tour is between you and the supplier(s), any queries or concerns should be addressed to the supplier(s). If you have a problem whilst on your golf tour, we recommend that you should report this to the supplier(s) or their agent immediately. If you fail to follow this procedure, there will be less opportunity for the supplier(s) to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result.

22.2 If you wish to complain when you return home, you can write to the supplier(s). Contact our office and we can provide you with the relevant contact details.

22.3 If you want to take court proceedings, the courts of Scotland will have non-exclusive jurisdiction in relation to this contract. As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident and nothing in these terms and conditions of booking, including the laws of Scotland, affects your rights as a consumer to rely on such mandatory provisions of local law.

22.4 The laws of Scotland will apply to this contract.

23 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.

Terms and conditions are subject to change