

## Terms & Conditions

The Short Game Golf Academy Golf Coaching Holidays are all booked through YourGolfTravel.com who are a member of ABTA, ATOL and IATA

They hold an ATOL licence (9851) which means that your money is safe when you buy an ATOL protected air holiday or flight from us.



Book with Confidence. YGT are a Member of ABTA (P6872/Y022X) which means you have the benefit of ABTA's assistance and Code of Conduct. All the package holidays we sell are covered by a scheme protecting your money if the supplier fails. If you buy other travel arrangements such as accommodation only this protection doesn't apply.



YGT are an IATA Accredited Agent (91-2 8383 5) which gives us authorisation to sell international and/or domestic airline tickets on behalf of accredited airlines.



### Introduction

**The Short Game Golf Academy Golf Coaching Holidays are booked through YGT and we follow the Terms & Conditions set by YGT. Once booked your contract is with the Short Game Golf Academy and Terms and Conditions within this document outline your contract with us.**

These terms and conditions (the "**Terms and Conditions**"), together with the provisions within your confirmation of booking ("**Booking Confirmation**") set out the terms on which you book travel arrangements with Short Game Golf Academy & YourGolfTravel.com ("we", "us", "our").

YourGolfTravel.com is the trading name of Your Golf Travel Ltd, a company registered in England and Wales under company number 05250279, whose registered office is at Cloister Court, 22-26 Farringdon Lane, London EC1R 3AJ.

The travel arrangements you see on this website or in our brochures are provided by third parties, which are responsible for the provision of the travel arrangements you have booked (the "**Supplier Principal(s)**"). We do not own, control or operate those Supplier Principals or the accommodation, flights, car hire, other transport, golf facilities or other arrangements which you book through us. All the travel arrangements which feature on this website or in our brochures are sold by us as an agent for the actual Supplier Principals of the travel arrangements except where we indicate that the travel arrangements are sold by us as a principal.

In these terms and conditions:

**Section A** applies to 'Hotel Booking' sales made of single travel arrangements, for instance accommodation only bookings (including the inclusion of any pre-booked rounds of golf at the same accommodation) that can be used by

you as part of its overall general facilities, where we act as the agent of the Supplier Principal and your contract for the provision of the hotel arrangement will be with the Supplier Principal.

**Section B** applies to the sale of Packages organised by us. We sell two types of Packages – Single Contract Packages (where we act as the principal and your contract is with us) and Multi Contract Packages (where we act as an agent for each Supplier Principal and you have a separate contract for each travel arrangement with each Supplier Principal). We explain our Package sales in more detail in Section B.

**Section C** applies to the sale of accommodation only by us (including when booked with pre-booked rounds of golf at the same accommodation), where we act as a principal and your contract for the provision of the travel arrangement will be with us.

**Section D** contains terms which apply to all bookings.

Please read these Terms and Conditions carefully before booking with us. They set out your rights and our obligations to you. If there is anything within these Terms and Conditions that you do not understand, then please contact us using the details set out in paragraph 47 below to discuss what this means for you. If you do not agree with these Terms and Conditions, you must not make a booking with us.

## **Section A – Agency Terms for Hotel Bookings**

### **1. Contract**

1.1 This is where we offer Hotel accommodation with golf in the UK, Europe or Rest of World, where the golf element is on site and part of the hotels facilities that can be used by the customers as part of its overall general facilities. Other general hotel facilities can be a tennis courts, gym area, mountain biking, use of the sauna or spa, restaurant facilities, white water rafting, squash courts, horse riding and a range of others on site at the hotel. These hotel bookings can include hotels, self catering and other types of accommodation.

1.2 These are the terms on which we will act as an agent for the hotels and will arrange a contract with the hotel on your behalf for the travel arrangement(s) you have selected. When arranging your plans we will arrange for you to enter into a separate contract with the Supplier Principal of the travel arrangement named on your Booking Confirmation. You will enter into a client contract with the hotel provider that we refer to as the hotel.

1.3 As an agent we accept no responsibility for the acts or omissions of the Supplier Principal or for the travel arrangements provided by it including the use of its facilities and services with whom you have a contract. The Supplier Principal's own terms and conditions will also apply to your booking and we advise you to read these carefully as they will contain important information about your booking. Please ask us for copies of these if you do not have them.

1.4 All hotel accommodation arrangements which we feature on our website or in our brochures are not an offer by us to sell those travel arrangements, but an invitation to you to make an offer to the Supplier Principal of these sorts of travel arrangements. We are authorised to accept that offer on behalf of the Supplier Principal or to reject it. A contract exists between you and the Supplier Principal as soon as we issue our Booking Confirmation.

1.5 Post the initial booking that we facilitate, we then assist in facilitating the organisation of tee times on behalf of the customer acting as an agent that we will confirm after a minimum 24 hours later from the initial contract. We will do everything possible to confirm any future requested tee times, however 'hotels' do reserve their rights to alter preferred tee times. As part of our agency service, if the customers' future tee times are not available, we offer a service to change these to the nearest possible tee time available under our agency agreement. As we act as an agent for the hotel, we can only allow the hotel to make us an offer on what tee times maybe available and we will do our best to confirm your preferred arrangements. We will always provide these concierge after the initial booking and supplier contract.

1.6 Your contract with the hotel and our bookings conditions apply. As the agent we bear no responsibility for the provision of the accommodation including all facilities and services by the hotel. Our responsibilities are limited to

making the booking in line with your instructions of the customer on behalf of the hotel. We do not accept responsibility for any information about the hotel that we pass on to you in good faith or for the changes the hotel might make to your bookings and services with or without our knowledge. We are not responsible for slow play or operation of the golf course and players maybe team up in 4 balls with other groups. This is at the discretion of the 'Hotel.'

1.7 As we act as an agent for your hotel supplier it you make changes or additions to your hotel booking 24 hours after your initial contract is grant by our supplier, then this could constitute a separate contract with the hotel. As an example this could be tee time requests, room upgrades, booking dinner, spa treatments and other ad hoc requests from the general facilities of the hotel. See Section D for more information on booking amendments.

1.8 Your hotel booking contract does not include any other services that you may use or purchase whilst at the accommodation other than those specifically included in the price of your break as set out in your booking confirmation. You must pay the hotel directly for such additional services. These may include but not limited to other booked rounds of golf, spa treatments and leisure facilities, tennis lessons, other activities , purchases from pro shops and any meals and drinks not stated to be included in the price of your break.

1.9 If a flight was included with above above agency relationship and hotel booking then this will be covered under the ATOL license, which is a Civil Aviation Authority scheme.

2. If you make changes to, or cancel, your booking

2.1 See Section D for information on making changes to, or cancelling, your booking.

3. If your Supplier Principal changes or cancels your booking

3.1 Your Supplier Principal may change or cancel your booking in accordance with its terms and conditions. Should it do so, we will let you know as soon as we become aware of this. In these circumstances, your position regarding the booking will depend upon the relevant Supplier Principal's terms and conditions.

3.2 If you are notified of any change to your travel arrangements by your Supplier Principal directly, it is your responsibility to act upon this information and update us.

4. Liability

4.1 Your contract for your booking is with the Supplier Principal providing the travel arrangement named on your Booking Confirmation. It is that Supplier Principal which is responsible for anything which goes wrong with your booking.

4.2 We act only as an agent in making your booking for the travel arrangement. We do not own or control these travel arrangements. Accordingly, we have no liability or responsibility for anything which goes wrong with your booking unless caused by our own negligence or that of our servants or agents.

4.3 Since we act solely as an agent processing your booking for the travel arrangement, the only circumstances in which we are likely to be negligent is in relation to the provision of dates or other information between you and the relevant Supplier Principal.

4.4 If we are found liable to you on any basis, we limit the amount we have to pay you to a maximum of three times the cost of your booking. This limit does not apply to cases involving death or injury caused by our negligence.

## **Section B – Package bookings**

5. Packages and your Contract

5.1 When we refer to a "Package" in these Terms and Conditions, we mean a "package" as defined in The Package Travel and Linked Travel Arrangements Regulations 2018. In general terms, a Package will exist when you buy two or

more of the following travel arrangements through us in a single booking: (a) transport; (b) accommodation; (c) car hire or (d) other tourist services. If you have only bought an other tourist service and one of (a) – (c), then the other tourist service has to amount to 25% or more of the total cost of the booking, or otherwise be an essential feature of the booking, in order for a Package to be created. A Package will not be created if the travel arrangements cover a period of less than 24 hours unless overnight accommodation is included.

Package bookings with us are classified as package holidays and therefore all the provisions and financial protection requirements of the Package Travel and Linked Travel Arrangements Regulations 2018 (the "Regulations") will naturally apply. In arranging these bookings, we can act as principal for "Single Contract Packages" and our Suppliers can act as a Principal for "Multi Contract Package" as set out below. Sections B and D of our booking conditions will apply to your booking.

5.2 If you book two or more of the following arrangements with us in a single booking, you will be buying a Package:

- accommodation;
- pre arranged round(s) of golf at a course other than at the accommodation that may have been requested post initial booking; international transport (e.g. flights and/or Eurostar); or
- car hire,

For the avoidance of doubt, minor transport services (e.g. local transfers) and insurance are not capable of forming a Package. Furthermore for the avoidance of where there is a 'Hotel Booking' as seen in Section A that after 24 hours via an upgrades or concierge team adds in other services whether free of charge or with an agent commission then this would not constitute a package booking. This includes the separate addition of the new flight booking.

5.3 We organise and sell two different types of Packages:

1. "Single Contract Package" – this is where we sell multiple travel arrangements to you as a Package, under a single contract, where we are acting as the principal and your contract for the Package is with us.
2. "Multi Contract Package" – this is where you select two or more different travel arrangements and we act as an agent for each Supplier Principal of the relevant travel arrangement (e.g. airline, hotelier, transport, other activities) in making the booking. For Multi Contract Packages, we arrange for you to enter into separate contracts with each Supplier Principal. It will be each relevant Supplier Principal which will be the principal in the contract(s) with you for each separate travel arrangement.

5.4 We will set out within our Booking Confirmation which type of Package booking you have made with us or our Supplier Principal.

5.5 If your Package includes a flight, we will issue you with an ATOL Certificate. This will state that it is for a "Single Contract Package" when you have booked a Single Contract Package with us, or alternatively it will state "Multi Contract Package" for this type of booking. For avoidance of doubt if a flight is booked later independently post the initial contract, this will not constitute a package and will be deemed a 'flight only' booking and not require a ATOL Certificate.

5.6 If clients make independent bookings for car hire, transfers, airport parking, club hire, as well as purchase FX, insurance and flights with some leading travel providers using links or recommendations vs the YGT websites of these providers in any sections on travel extras. Any bookings a customer makes independently with these 3rd party providers are made directly with those providers via their websites.

These bookings do not form part of any booking with us and have to be governed by the terms and conditions of the third party provider which are often on their website of the specific provider or on request. We do not have any liability whatsoever in relation to any services that a customer books with any third party providers.

If a customer books a flights via an airline on its independent website, or via an aggregator like Skyscanner, Kayak, Opodo, Expedia, Momondo and others which displays information about flight deals available on the Internet for the destination that the customer is travelling. If you book a flight with any of the above and others the customers contract will be with the third party travel provider and not with us.

All flight with third parties are not protected under our ATOL, but could come under the third party's ATOL which will be in their terms and conditions. It is worth noting that flights purchased directly from an airline will not have ATOL protection.

5.7 All Packages which we provide are not an offer by us to sell any Package, but an invitation to you to make an offer to us. We are free to accept that offer or to reject it.

5.8 All Package bookings are subject to availability at the time of booking. We try hard to make sure that our advertisements are kept up to date, but we do not guarantee that any of the Packages we advertise will still be available at the time of booking. We will inform you as soon as possible after you place a booking if, for any reason, the Package you have sought to book with us is not available.

5.9 A contract will only come into existence between you and us/the Supplier Principal(s) when you have paid the price payable on booking and we have issued our Booking Confirmation to you. We shall be under no obligation to issue a Booking Confirmation after you have placed a booking with us. We will not issue such a confirmation if we discover an error in the pricing of the Package (see paragraph 6 below) or if any part of the Package is no longer available.

5.10 If, for any reason, we are unable to accept your booking, we will inform you of this and not process your booking further. We will then arrange for you to be refunded any part of the Package booking already paid, unless you decide to use that payment towards a different booking.

5.11 If you have any special requests you must let us know during the booking process. We will attempt to pass on all reasonable requests to the suppliers at our sole discretion, but we cannot guarantee that such requests will be met by them including reserving the tee times that are preferred for you.

5.12 If you have a medical condition or a member of your party is a person of reduced mobility, please let us know before making a booking so we can ensure that the Package is suitable for you. See paragraph 37.3 D for more information on this.

## 6. Pricing / Price Changes

6.1 We may change the advertised price of any Package from time to time. We try hard to make sure that the advertised price is the most up-to-date price, but prices can change at short notice. We will confirm the actual price at the time of booking.

6.2 We advertise a large number of Packages and we try hard to ensure that the advertised price is always accurate, but sometimes errors do occur. We will normally verify prices at the time of booking. If there is a mistake, and the actual price is lower than that given at the time of booking, we will only charge you the lower amount. If the price is higher, we will contact you for instructions or reject your booking (at our sole discretion) and notify you of this so that you can decide what you would like to do.

6.3 We are under no obligation to supply you with a Package which is incorrectly priced, even after we have issued our Booking Confirmation, if the error should reasonably have been apparent to you. In these circumstances, we may contact you for instructions or cancel your booking and notify you so that you can decide what you would like to do.

6.4 We may change the price of your Package after we have issued our Booking Confirmation in order to pass on to you changes in: (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources; (ii) the level of taxes or fees on the travel services included in your booking imposed by third parties other than the Supplier Principals, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or (iii) the exchange rates relevant to the Package booking. We shall only be able to change the price in this way if we notify you of any price increase at least 20 days before the start of your Package, together with a calculation and an explanation for this change.

6.5 If the price of your Package booking is increased by more than 8% of its total price, then you may:

- accept and pay for the price increase;
- reject the price increase and terminate your Package booking with a full refund; or
- reject the price increase, terminate your Package booking and take an alternative one if we decide to offer this. If you decide to take an alternative Package, we will inform you of its impact on the price of your booking. If the alternative Package is of a lower quality or cost, you may be entitled to a price reduction in accordance with paragraph 14 below.

6.6 We will give you a reasonable period of time to make your decision, which will usually be 7 days from notification of the price increase. If we do not hear from you within this timeframe, we shall send a reminder to you, following which we shall be entitled to terminate the Package booking and provide you with a refund.

6.7 If you decide to reject the price increase and terminate your Package booking with a full refund, you may also be entitled to compensation in accordance with paragraph 14 below.

6.8 You will be entitled to a price reduction corresponding to any decrease in the costs described in paragraph 6.4 above which occur after you have booked but before the start of your Package, although we will be entitled to deduct our administrative expenses of this process. You will be entitled to ask for a breakdown of these administrative expenses.

6.9 In relation to ATOL protected flight-only sales or flight inclusive Packages, money accepted by our agent from you is held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by our agent, or is subsequently accepted from you by our agent, is and continues to be held by our agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us. When you buy a holiday not including a flight, all monies you pay to the travel agent are held by him on our behalf at all times.

## 7. Changes you make before travel

7.1 If you wish to make a change to your booking after we have issued our Booking Confirmation, please contact us. We do not have a legal obligation to make such changes but we may, at our sole discretion, try to accommodate your request. Please understand that it is often not possible for us to do so as changes may depend on availability and the terms and conditions of the Supplier Principals.

7.2 If we agree to make a change, you agree to pay us an administration charge of £25 in making your required change plus any cost we incur in making the change (including, without limitation, charges which are imposed on us by the Supplier Principals for making the change). This could be substantial and such costs tend to increase the closer to the departure date that the change is made. For instance, certain elements of the Package booking (e.g. a flight) may incur a 100% cancellation charge.

7.3 For changes to flights, please note that the majority of our flight providers do not typically allow changes to be made to tickets after bookings have been made.

7.4 Also note that the transport provider may refuse to issue replacement tickets for lost or stolen tickets and new tickets may have to be purchased by you. The cost of the new ticket may be greater than the cost of the original ticket.

7.5 You may transfer your Package booking to another person who satisfies all the conditions applicable to the Package booking, subject to you and the other person accepting that you will both be liable, jointly and individually, for full payment of any balance due to be paid and any fees, charges or other costs arising from the transfer. We shall notify you of these costs upon receipt of your request to transfer. In order to take advantage of this possibility, you must contact us at the details set out in paragraph 47 below. You will need to give us reasonable notice of this change so that we can make the necessary arrangements, but 7 days before departure shall be considered to be reasonable.

7.6 See Section D for additional information on making changes to your booking before you travel.

## 8. If you cancel your booking

8.1 See Section D for information on cancelling your booking.

8.2 In addition to the cancellation rights set out in Section D, and in relation to your Package booking only, you shall have the right to cancel your booking before the start of the Package without paying any cancellation charges in the event of unavoidable and extraordinary circumstances (which is described in paragraph 28 below) (“Unavoidable and Extraordinary Circumstances”) occurring at the place of destination or its immediate vicinity and we have confirmed to you that they will significantly affect the performance of the Package, or they significantly affect the carriage of passengers to the destination. If you cancel in this circumstance, we shall provide you with a full refund against payments made in relation to your Package booking but you will not be entitled to compensation or any of the rights set out in paragraph 14 below.

## 9. Changes made by us before travel

9.1 As the arrangements which make up your Package booking are planned many months in advance, from time to time we may need to make a change to your Package booking. We reserve the right to do so at any time. Most changes are minor changes, however, occasionally we have to notify customers of a significant change that we are constrained to make to the main characteristics of the Package booking, or where we cannot fulfil any of your special requirements which we have accepted.

9.2 In the unlikely event that we have to make a significant change to your Package booking, we will tell you as soon as reasonably possible. You will then have the option to:

- accept the proposed change. If this results in a Package of lower quality or cost, you may be entitled to a price reduction in accordance with paragraph 14 below;
- reject the proposed change and terminate your Package booking with a full refund, any refund offered can be issued by way of a Refund Credit Note; or
- reject the proposed change, terminate your Package booking and take an alternative one if we decide to offer this. If you decide to take an alternative Package, we will inform you of its impact on the price of your booking. If the alternative Package is of a lower quality or cost, you may be entitled to a price reduction in accordance with paragraph 14 below.

We will give you a reasonable period of time to make your decision, which will usually be 7 days from notification of the relevant changes. If we do not hear from you within this timeframe, we shall send a reminder to you, following which we shall be entitled to terminate the Package booking and provide you with a refund.

9.3 If you decide to reject the proposed change and terminate your Package booking with a full refund, you may also be entitled to compensation in accordance with paragraph 14 below.

9.4 We may not give you any of the above options in the event that a change to the purchased Package booking is a minor change. Please note that a change of flight time of less than 12 hours, a change of airline or aircraft (if originally identified), a change of departure or destination airport to one within the same region, or a change of accommodation to another of the same or higher standard usually qualify as minor changes.

## 10. If we cancel the booking

10.1 On rare occasions, we may have to cancel your Package booking and we reserve the right to do so. If we have to do so, we will notify you as soon as possible. We will also offer you an alternative Package if we are able to do, and inform you of its impact on the price of your booking. If the alternative Package booking is of a lower quality or cost, you may be entitled to a price reduction in accordance with paragraph 14 below. If we cannot offer you an alternative, or even if you just prefer, we will provide you with a full refund of any payments made for the Package booking.

10.2 You may be entitled to compensation as a result of our cancellation of your Package booking in accordance with paragraph 14 below, except where we are prevented from providing the Package because of Unavoidable and

Extraordinary Circumstances, or where the minimum number for the holiday to take place is not reached, and we notify you of the cancellation without undue delay before the start of your Package.

## 11. Unavoidable and Extraordinary Circumstances

11.1 See paragraph 28 for more information about how such circumstances may affect your Package booking.

## 12. Our responsibility for the performance of the Package

12.1 We do not ourselves own or provide any of the travel arrangements which make up your Package booking. These are provided by third party suppliers (which may be the Supplier Principal(s) or one of its suppliers). For Single Contract Packages, we have a legal duty to exercise reasonable skill and care in making the arrangements for the Supplier Principals to provide the travel arrangements to you for Multi Contract Packages, we have a legal duty to exercise reasonable skill and care in making the booking arrangements between you and the Supplier Principals.

12.2 We also have a liability to you for the performance of the travel arrangements included in your Package booking under the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTR"), irrespective of the fact that such travel arrangements are to be performed by the suppliers.

12.3 You must tell us immediately of any failure to perform or improper performance of your Package ("Failure"). This will give us the opportunity to resolve the Failure whilst you are on your holiday. If we refuse to do so, or if it is necessary to remedy the Failure immediately, then you may resolve the Failure yourself and request reimbursement of reasonable expenses from us. However, these rights will not arise if remedying the Failure is impossible or entails disproportionate costs. In that case, your only right will be to seek a price reduction or compensation in accordance with paragraph 14.

12.4 If a significant proportion of the travel services included in your Package cannot be provided as agreed in the booking, we shall offer, at no extra cost to you, suitable alternative arrangements for the continuation of the Package booking. The alternative arrangements shall, where possible, be of equivalent or higher quality than those specified in your booking. Where they are of lower quality you will be entitled to a price reduction as described in paragraph 14 below. You may only reject the alternative arrangements we offer to you if they are not comparable to what was agreed in the booking or if the price reduction is inadequate. If you do reject the alternative arrangements, or if we are not able to offer them, then you may, where appropriate, be entitled to a price reduction and/or compensation in accordance with paragraph 14.

12.5 If a Failure substantially affects the performance of the Package booking, and we have failed to remedy it within a reasonable period of time, you may decide to continue with your Package or terminate your booking without paying a termination fee. If you decide to terminate, then if your Package booking included carriage to the destination, we shall also repatriate you with equivalent transport without undue delay back to your place of departure and at no extra cost to you. You may, where appropriate, be entitled to a price reduction and/or compensation in accordance with paragraph 14.

12.6 If we are unable to ensure your return to your place of departure as agreed in your Package booking because of Unavoidable and Extraordinary Circumstances, we shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per passenger. This limitation shall not apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that we had been notified of their particular needs at least 48 hours before the start of the Package.

12.7 If a longer period of accommodation than that referred to in paragraph 12.6 above is provided for in Union passenger rights legislation (as described in the PTR) concerning your mode of return transport, or such legislation does not allow the transport provider to limit its obligations as described in paragraph 12.6 in the event of Unavoidable or Extraordinary Circumstances, then the limits set out in such legislation will apply instead.

## 13. Airline Collapse

13.1 If the airline with which you are booked cancels your flight or ceases to trade whilst you are overseas, you must contact us for instructions on replacement flights. Our policy is to try to replace a flight with an equivalent flight and so if your flight is economy, we will arrange an economy flight by way of replacement. You may pay the price of an upgrade if you so wish. If you had booked a higher class such as business, we will endeavour to find a business class seat by way of replacement, although if an economy seat is available on an earlier flight, we shall arrange for you to be booked on that earlier flight. This is because in the event that a flight is cancelled, our main priority will be to find replacement flights to fly you home. We shall not be liable for any replacement flights you book if you have not first given us a reasonable opportunity to find replacement flights for you.

#### 14. Price reduction and compensation for damages

14.1 Our obligations, and those of the Supplier Principals providing any service or facility involved in any of your booking, are to take reasonable skill and care to arrange for the booking or provision of such services and facilities and, where we or our supplier is actually providing the service or facility, to provide them with reasonable skill and care. You must therefore show that reasonable skill and care has not been used if you wish to make any claim. Additionally, compliance with any applicable regulatory requirements will be proper performance of our and our suppliers' obligations. You must therefore show that there has been a Failure if you wish to make a claim.

14.2 You will be entitled to an appropriate price reduction for any period during which there is a Failure, unless the Failure is attributable to you.

14.3 You shall be entitled to receive appropriate compensation from us for any damage you sustain as a result of a Failure except where the Failure is:

- attributable to you;
- attributable to a third party unconnected with the provision of the travel arrangements included in the Package booking and is unforeseeable or unavoidable; or
- due to Unavoidable and Extraordinary Circumstances.

14.4 We shall not be liable to pay compensation to you in connection with your Package booking where there are international conventions which limit the extent or the conditions under which compensation would have to be paid by one of the Supplier Principals (or their suppliers). These same limitations will apply to us and in an identical manner as if such limitations applied directly to us. These international conventions include (but are not limited to) the Montreal Convention in respect of travel by air (and all earlier related conventions), the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail (Convention concerning International Carriage by Rail (COTIF) of 9 May 1980), the Geneva Convention in respect of travel by road and the Paris Convention in respect of the provision of accommodation. We shall have the full benefit of any limitation of compensation which is contained in these conventions and any other international conventions which govern the travel arrangements which make up the Package booking. Please ask us for copies of these international conventions if you would like to see them.

14.5 Our liability will also be limited in accordance with the contractual terms of the Supplier Principals which provide the transportation element of your Package booking and in an identical manner as if such limitations applied directly to us.

14.6 Our liability to you in connection with your Package booking shall be limited to a maximum of three times the cost of your Package booking, except in cases involving death, injury or illness where we or our suppliers have caused such damage intentionally or with negligence.

14.7 If you are granted compensation or a price reduction by another party in relation to the same Failure which you claim compensation or a price reduction from us, then we may deduct the compensation or price reduction you receive from the other party from that which is payable by us.

14.8 You are obliged to assist us in recovering from any third party any sum which may compensate us for any sums we pay you. In particular, you are obliged to assign to us any rights that you may have against any other person

whose acts or omissions have caused or contributed to our legal liability to pay you compensation. You must also provide us with all assistance we may reasonably require.

14.9 Should you become ill whilst on holiday, you must, consult a local doctor and if necessary consult your GP upon your return to the UK. Should you then wish to contact us regarding this illness, you must provide us with details of both the local doctor whom you saw and your GP, together with written authority for us to obtain a medical report from both those doctors.

14.10 Except as set out above, we accept no liability for any claims, losses, expenses, damages or liability for your Package booking, except in cases involving death, injury or illness where we have caused such damage with negligence.

14.11 Where a flight ticket is downgraded or a flight cancelled, delayed, or boarding is denied by any carrier in circumstances which would entitle you to compensation under the Denied Boarding Regulations 2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions and which fall within the scope of the Denied Boarding Regulations.

## 15. Prompt assistance in resort

15.1 We shall provide you with appropriate assistance without undue delay if you are in difficulty, in particular by providing appropriate information on health services, local authorities and consular assistance; and by helping you make distance communications and helping you find alternative travel arrangements. Typically, we do not charge for this assistance, although we do reserve the right to charge a reasonable fee for such assistance if the difficulty has been caused intentionally by you or through your negligence.

15.2 As we do not provide any representation in resort, please contact us using the contact details set out in paragraph 47 below if you require any assistance whilst overseas.

## 16. Excursions

16.1 It may be possible for you to book a local excursion during your trip, such as a local tour, experience, concert, activity, sports or adventure experience. These will be bookable and payable by you locally. You will be entering into a contract directly with the excursion provider and so they will not form a part of your Package booking. They will be provided by third parties over whom we have no control or relationship with. We do not have any responsibility for their provision, nor do we accept any liability if you suffer loss or damage whilst on a local excursion.

16.2 It may also be possible for you to book an excursion as part of your Package booking at the time of booking. In that case, the excursion provider will be treated as a supplier and paragraph 16.1 above shall not apply.

## **Section C – Sale of hotel accommodation only by us acting as principal**

17.1 Your contract for bookings comprising solely of hotel accommodation is with Your Golf Travel Limited.

17.2 All hotel accommodation which we provide is not an offer by us to sell any accommodation, but an invitation to you to make an offer to us. We are free to accept that offer or to reject it. A contract exists as soon as we issue our Booking Confirmation.

## 18. Pricing / Deposit

18.1 Should there be any increase in the cost to us of providing your booking, then the price of your booking may change after you have booked. However, there will be no change within 20 days of your departure. We will absorb 2% and you will not be charged for any increases equivalent to 2% of the price of your booking (excluding insurance premiums and any amendment charges). You will be required to meet any increase between 2% and 8%. If we have to increase the price of your booking by more than 8%, you will have the option of continuing with the booking and meeting the extra costs (above 2%) or of cancelling with a credit note of any money you have paid to us, except any

charges we have incurred for amendments. If you decide to cancel the booking, you must do so within seven working days of the issue of the revised Booking Confirmation.

18.2 See Section D for additional information on pricing and deposits.

19. If you make changes to, or cancel, your booking

19.1 See Section D for additional information on making changes to, or cancelling, your booking.

20. Changes made by us before travel

20.1 From time to time we may have to change details of your booking. If any change will have a significant effect on your booking, we will tell you about it before your trip starts, if there is time.

20.2 If you do not want to accept a significant change, which we tell you about before you depart, we will, if we are able to do so, offer you an alternative of equivalent or closely similar standard. You will pay the increase in cost if the replacement is advertised at a higher price than your original booking, or if the replacement is a less expensive booking we will refund the difference in price. If you do not wish to take the alternative we offer you, you can cancel your booking and receive a full refund of any money you have paid to us, except for any amendment or cancellation charges.

20.3 We will not be responsible to pay any compensation following a change. Any amendment fees you incur in terms of other arrangements you have made with other providers under separate contracts are not claimable from us.

20.4 If a change occurs because of Unavoidable and Extraordinary Circumstances (see paragraph 28 below) we will have no liability to you. No compensation, costs, expenses or any other sums, including the cost of securing alternative accommodation, will be paid by us.

21. If we cancel the booking

21.1 From time to time we may have to cancel your booking and we reserve the right to do so.

21.2 If we do cancel, we will, if we are able to do so, offer you an alternative of equivalent or closely similar standard. You will pay the increase in cost if the replacement is advertised at a higher price than your original booking, or if the replacement is a less expensive booking we will refund the difference in price. If you do not wish to take the alternative we offer you, you can cancel your booking and receive a full refund of any money you have paid to us, except for any amendment or cancellation charges. We will not be responsible to pay any compensation following a cancellation. Any amendment fees you incur in terms of other arrangements you have made with other providers under separate contracts, which were not through us, are not claimable from us.

21.3 If a cancellation occurs because of Unavoidable and Extraordinary Circumstances we will have no liability to you. No compensation, costs, expenses or any other sums, including the cost of securing alternative accommodation, will be paid by us. See paragraph 28 below for more information on how such circumstances may affect your booking.

22. Our liability to you

22.1 We have a duty to select the hotel accommodation providers with reasonable skill and care. We have no liability to you for the actual provision of the hotel accommodation. Therefore, providing we have selected the provider with reasonable care and skill, we will have no liability to you for anything that happens at the hotel accommodation or any acts or omissions of the provider of the hotel accommodation or others. We also have no liability in the following situations:

- where the hotel accommodation cannot be provided as booked due to Unavoidable and Extraordinary Circumstances (see paragraph 28 below)

- where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you.
- where you incur any loss or damage that relates to any business activity.
- where any loss or damage relates to any services which do not form part of our contract with you.

If we are found liable to you on any basis, we limit the amount we have to pay you to a maximum of three times the cost of your hotel accommodation. This limit does not apply to cases involving death or injury caused by our negligence.

## Section D – Terms applicable to all bookings

In this section, references to "suppliers" shall, where appropriate, include references to "Supplier Principals".

### 23. Making your Booking

23.1. You can book through our call centre on 0800 043 6644 with one of our golf specialists or at [www.yourgolftravel.com](http://www.yourgolftravel.com).

23.2 The person making your booking (the "**Lead Contact**") will be the person responsible for the booking. The Lead Contact shall be responsible for paying the deposit and the full price, for making any amendment and cancellation requests, for paying additional charges in relation to the booking and for all other matters concerning the booking. The Lead Contact must be at least 18 years of age at the time of the booking and one of the passengers in the booking. **If the Lead Contact is not over 18 and a UK or Irish resident we reserve the right to cancel your booking and charge a 100% cancellation fee in respect of the complete booking.** When you make a booking you guarantee that you have the authority to accept and do accept on behalf of all members of your party these Terms and Conditions and the conditions of the relevant supplier(s). The Lead Contact must ensure and hereby confirms that the details provided for all parties to the booking are full and accurate and that all passenger names given to us accord exactly with their travel documentation.

23.3 It is your responsibility to check the documents you receive (including all names, dates and timings are correct) and to notify us of any errors within 48 hours of receipt. If errors for which you hold us at fault are reported after this time, we cannot be held responsible for any costs associated with correcting these and the relevant terms regarding changes will apply.

### 24. Pricing / Deposit

24.1 We and/or the suppliers who provide the travel arrangements which you book through us reserve the right before you make your booking to alter the prices of any of the travel arrangements which make up your booking and which are shown in our brochure or on our website. You will be advised of the current price of the travel arrangements that you wish to book before your booking is confirmed and documentation issued.

24.2 When you make your booking you must pay a deposit per person which will be notified to you at the time of booking. The time limit in which you have to pay is variable and will be notified to you at the time of booking. In some instances, depending upon the lead time between your booking date and commencement date, payment may be due in full at the time of booking. Failure to pay your balance in full by the specified deadlines will result in the cancellation of your booking and the application of the cancellation charges referred to below.

24.3 A non-refundable deposit will be required at the time of booking for all UK breaks, European trips and all long haul holidays and your balance must be paid before the date specified on your travel confirmation which is normally no later than 6 weeks prior to travel for all UK bookings and 12 weeks for all international breaks. YGT reserves the right to ask for an additional deposit amount for certain bookings where we need to pre-pay to the supplier an additional sum to secure your booking, in particular where your booking includes tournament tickets, high-end golf club tee times or a non-refundable element as some examples. If a flight has been added to a golf break the balance is required 12 weeks prior to travel.

24.4 Full payment will be required should you book within six weeks of travel in the case of a UK break and within twelve weeks of travel in the case an international break. If flights have been added to a UK break full payment will be required within 12 weeks.

24.5 Please see Section B for additional terms on pricing and deposits for Package bookings and see Section C for additional pricing/deposit terms for hotel accommodation only bookings.

## 25. If you make changes to your booking

25.1 If, after confirmation of your booking, you wish to change your booking we will try to arrange this with the relevant supplier but it will of course be subject to the relevant supplier's terms and conditions (including amendment charges) for the travel arrangements. Changes will also be subject to availability and will also include our administration charge for making the change. For the avoidance of doubt this does not include our attempts to arrange suitable preferred tee times for you with our Suppliers post the establishment of a contract.

25.2 Further and in any event any request for a change must be made by the person who made the booking - the Lead Contact.

25.3 You should be aware that changes made to your booking could incur an increase to the cost of your booking and the closer to the start date that changes are made the greater this increase is likely to be. You should contact us as soon as possible if you want to change. Some latter changes could be booked as separate hotel bookings or activity bookings.

25.4 For any changes that can be made, we will charge the price that applies on the day the change is made. Remember any change to your departure date, airport, transport, destination, accommodation or length of stay has to apply to all members of your booking.

25.5 Some restrictions beyond our control will prevent any changes from being made prior to the start date of your booking and a loss of all money paid.

25.6 Some changes such as name changes (including initial changes), destination and date changes can be treated by some suppliers as a cancellation and rebooking, regardless of the period of notice given to us. If the supplier treats the change as a cancellation and rebooking, we will pass on to you the cost imposed by the supplier, which could be up to 100% of the price.

25.7 You are not permitted to change all the names on any booking and at least one of the passengers (over 18) on the original booking must remain, unless you are prevented from travelling for reasons beyond your control or you are transferring your Package booking to another person in accordance with the provisions set out in paragraph 7.5.

25.8 Please see Section A for additional terms on making changes to your Hotel booking and Section B for additional terms regarding making changes to your Package booking.

## 26. If you cancel your booking

26.1 You or a member of your party may cancel your booking at any time by giving us written notice by an email to: [cs@yourgolftravel.com](mailto:cs@yourgolftravel.com). Any such notice of the cancellation must be given by the Lead Contact on the booking.

26.2 If you cancel your booking, you will have to pay the cancellation charges of the relevant supplier. You will also be charged a cancellation fee per person, per booking, which reflects the losses and costs which we have incurred in cancelling the booking. These have been set out below:

- More than 42 days prior to departure - Loss of full deposit paid (a minimum of 10% of the booking value) plus any additional cancellation charges from the supplier(s) (up to 100% of booking value).
- 41-29 days inclusive prior to departure - £50 administration fee per person plus loss of full deposit paid (a minimum of 10% of the booking value) and any additional cancellations charges from the supplier(s) (up to 100% of booking value).

- 28-0 days inclusive prior to departure – Full value of booking.

26.3 Please ask if you would like to understand how these charges are calculated.

26.4 If you wish to cancel a singular part of your booking, either a component or a passenger, this will be subject to full cancellation terms as set out above.

26.5 Please see Section B for additional terms regarding cancelling your Package booking.

## 27. Flights – Delays, Confirmations

27.1 Flight timings are provided by airlines and are subject to Air Traffic Control restrictions. All means of transportation are subject to weather conditions and the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that transport will depart at the times stated on any itinerary or tickets which you receive. All timings are estimates only, and we do not have any liability to you for any delay, which may arise, or for any schedule alterations. If you are notified of any change to your travel arrangements by one of the suppliers directly, it is your responsibility to act upon this information and update us if the change will impact any other part of your travel arrangements.

27.2 We do not have any liability if you fail to advise us of any change to your travel arrangements.

27.3 If you fail to check in on time or follow your airline's on-line check in procedures, the airline is entitled to refuse to allow you to board the flight. We cannot accept responsibility if such a situation arises and, whilst we endeavour to assist in making alternative travel arrangements to your resort, any cost or loss incurred as a result will be your responsibility.

27.4 If you fail to check in at all for your flight from the UK, we retain the right to cancel any other arrangements you have booked with us and you will be unable to use any connecting or return flight to the UK. No refund can be made for any unused arrangements.

27.5 You should, approximately 72 hours before your departure, check the airline's website to make sure that there has been no change made by the airline to the time of your flight. This is particularly important in respect of subsequent journeys after you have left the UK.

27.6 If it is possible, at the time of booking, to provide details of the type of aircraft, which will be used, we will provide you with these. However, it is not possible to guarantee that this is the type of aircraft which will be used because this may change.

27.7 Your tickets and any other documents relating to your booking will be sent to the Lead Contact's email address which you give us at the time of booking and will be delivered by e-mail in the form of an e-ticket and/or voucher(s) to the Lead Contact's e-mail address you supplied at the time of booking. IT IS IMPORTANT THAT YOU CHECK ALL DETAILS OF YOUR TRAVEL DOCUMENTS BEFORE LEAVING THE UK. IF THERE ARE ANY INACCURACIES OR YOU HAVE ANY OTHER QUERY PLEASE CONTACT US IMMEDIATELY.

## 28. Unavoidable and Extraordinary Circumstances

28.1 In these Terms and Conditions, where we refer to Unavoidable and Extraordinary Circumstances, it means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken.

28.2 This may cover for example warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the Package travel contract.

28.3 Except where we say differently elsewhere in these conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of Unavoidable and Extraordinary Circumstances, we have to cancel your booking prior to departure, any refund can be issued by way of a Supplier Voucher, a Full Travel Credit or Refund Credit Note.

28.4 Except where we say differently elsewhere in these conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of Unavoidable and Extraordinary Circumstances, we change your booking after departure, or we, or our suppliers, cannot supply your booking, as we, or they, had agreed, or you suffer any loss or damage of any description.

## 29. Your Financial Protection

29.1 We provide full financial protection for our Packages and ATOL protected flight only sales by way of our Air Travel Organiser's Licence number 9851 issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone +44 (0)333 103 6350, email [claims@caa.co.uk](mailto:claims@caa.co.uk).

29.2 When you buy an ATOL protected flight or flight inclusive Package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

29.3 We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

29.4 If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

29.5 When you buy a Package holiday that does not include a flight, protection is provided by way of a bond held by ABTA - The Travel Association, 30 Park Street, London SE1 9EQ, [www.abta.co.uk](http://www.abta.co.uk).

## 30. Website accuracy

30.1 We take all steps practically possible to ensure that the details given to you on our website are accurate and up to date but we do rely upon the descriptions given to us by the actual suppliers of the services and facilities described. Sometimes the facilities described will be withdrawn for reasons such as course maintenance, bad weather or lack of demand from guests. Where our suppliers advise us about significant changes to descriptions or about the withdrawal of any significant facility, we will tell you as soon as possible. Some activities or facilities, water-sports for example, may not be available all year round. There may be a charge for some facilities, for example, buggies, club hire, safety deposit boxes, ironing services, and air-conditioning. In some places during high season (and even at other times) there is a possibility you will be disturbed by noise from less considerate groups, so please bear this in mind when choosing your destination and accommodation. All hotel accommodation providers reserve the right to collect a refundable breakages deposit on arrival. Any transfer times we quote for travel between airport and resort are approximate and, depending on circumstances, the journey time to your own chosen property may be longer.

30.2 We cannot accept any liability for errors within our website descriptions which are as a result of the provision of incorrect information from suppliers.

### 31. Accommodation ratings

31.1 All ratings given on our site are based on our ratings and are not the official ratings of the property. The ratings we use are based on certain criteria being met, which include but are not limited to location of the hotel, facilities at the property and the range of dining options available.

### 32. Behaviour

32.1 It is important that you behave responsibly and with consideration for others during your holiday. Accordingly, to the extent that we, or one of our suppliers, believe that your actions could or have caused disruption or annoyance, or a risk of safety, or damage to property, to us, our suppliers or other customers, or if it is believed that you are not fit to travel, then we may cancel your booking without further liability to you. In these circumstances, the provisions of the paragraphs entitled "If we cancel the booking" in each relevant section above shall not apply.

32.2 Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative booking arrangements) you may incur as a result of your booking/stay being terminated.

32.3 In the event that your behavior causes loss or damage to any person or property for which we are liable, you agree to compensate us for such loss and damage, together with any legal costs which we may incur in pursuing this claim against you.

### 33. Dress code

33.1 Many golf courses require proper golf attire such as collared shirts, shorts of a certain length, no denim etc. We cannot accept any responsibility in any ruling by the hotel/golf course if you or any of your group is unable to play due to inappropriate attire. Please check before you travel that your group is aware of appropriate golfing attire.

### 34. Standard of play / Golf etiquette

34.1 Knowledge of golf etiquette and the rules of golf are expected by all members of your group. Some golf courses will require handicap certificates before accepting visitors, which we will try to advise you of at the time of booking. It is, however, your obligation to check before making your booking whether or not handicap certificates are required and, if so, to ensure that each member of your group can satisfy the relevant requirements and bring appropriate proof with her/him.

### 35. Condition of golf course/Bad weather

35.1 The condition of golf courses varies throughout the year. General golf course maintenance on tee boxes, fairways and greens are an essential feature of golf course preparation. We cannot be held responsible for the impact of such work.

35.2 Bad weather is unavoidable during the course of the year and as a result golf courses may either close or the golf course will operate temporary tees and greens at their sole discretion. Golf courses reserve the right to close or operate temporary tee boxes / greens. In the event of bad weather our 'Bad Weather Policy' is as follows:

35.3 Details of each golf course's 'Bad Weather Policy' is available from our Customer Services Team please call 0800 043 6644. Should you choose not to travel, subject to the policy of the hotel / golf course (our supplier's) in these circumstances, we will try and postpone your golf holiday; however price supplements may be incurred depending on when your holiday is re-booked. No refunds are available under any circumstance for cancellations made due to golf course closure.

35.4 Golf played on temporary greens and tees is non-refundable and is considered to be an accepted part of playing golf during periods of bad weather. Please note that trolley and buggy bans occur frequently when a course is wet and are determined by those in charge of the golf course. We cannot be held responsible for these occurrences.

35.5 If you are unable to play golf on your break due to golf course closure we will, without guarantee and at our supplier's discretion, try and obtain green fee vouchers for the golf element of the break. Please note that we sell 'Winter Holidays' (October - March) at a discounted rate. Any refund during the Winter Period will not be equivalent to the full green fee and with most winter holidays the golf element is considered complimentary. Any vouchers issued can be used for future bookings with us.

35.6 U.S. Masters Badges are the property of Augusta National and must therefore be returned at the end of each Tournament Day. Failure to do so will result in a fine of up to \$10,000 per badge (subject to change). All clients will be asked to sign a waiver form in advance of their trip. Badges will not be issued unless this signed waiver is received prior to travel. Masters badges are non-refundable and non-exchangeable.

## 36. Tee-times

36.1 Golf courses reserve the right to alter confirmed tee times. If your confirmed golf course cancels your reservation or changes your tee time we will try to find a suitable alternative. You will be charged or refunded for any difference in the original cost. Such changes do not entitle you to cancel any booking.

36.2 Please also be aware that some golf courses may pair you up with other golfers during peak times.

## 37. Special requests and medical conditions, disabilities and reduced mobility

37.1 If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract, save where these Booking Conditions provide to the contrary in relation to Package holidays. Confirmation that a special request has been noted or passed on to the principal or supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met.

37.2 Conditional bookings cannot be accepted i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

37.3 If you have any medical condition or disability or suffer from reduced mobility which may affect your arrangements or any special requirements as a result of any medical condition, disability or reduced mobility (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability or your mobility occurs. You must also promptly advise us if any medical condition or disability which may affect your travel arrangements develops after your booking has been confirmed.

## 38. Accepted forms of payments

38.1 Your Golf Travel Limited accepts the following forms of payment:

- Debit Cards
- Credit Cards (except American Express)
- Approved Golf Society cheques made payable to "Your Golf Travel Limited"
- Travel Credit Note
- Refund Credit Note
- Supplier Voucher

38.2 A supplement of 1.5% will also be charged for the use of any credit card which is a "commercial card" as defined at Article 2(6) of Regulation (EU) 2015/751 of the European Parliament and of the Council of 29th April 2015 on interchange fees for card-based payment transactions.

### 39. Over Payments

39.1 If you incorrectly make an on-line overpayment on your booking, you will be refunded the excess subject to deduction of a handling charge of £5. This is necessary due to the processing charges incurred. We will be happy to waive this fee should you choose to take a credit.

### 40. Travel information and health advice

40.1 Please note that we can provide general information about the passport and visa requirements for your trip, but your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant embassies and/or consulates. Any information supplied by us on these or related matters (such as climate, when to travel, clothing, baggage, personal items etc.) is given as general guidance and in good faith but we do not accept liability for any decisions made on the basis of the information supplied.

40.2 It is your responsibility to have valid travel documents. For up to date UK government health and travel advice please visit, [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice), [www.hpa.org.uk](http://www.hpa.org.uk) and [www.nathnac.org](http://www.nathnac.org) and contact your GP.

40.3 A passport is necessary to travel to all countries. If you or any member of your party is not a British Citizen or holds a non-British Passport, you must check passport and visa requirements with the embassy or consulate of the country(ies) you are travelling to or through. Neither we, nor the suppliers, accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure. For more information consult the Foreign & Commonwealth Office website.

40.4 Most European countries enjoy the same level of medical service as Great Britain. However, we recommend you and all members of your party INSURE YOURSELVES ADEQUATELY. If you are visiting EU community countries or Switzerland you may obtain a European Health Insurance Card (EHIC) which has replaced the E111. This card gives you access to state funded health care in these countries at a reduced rate or free of charge. You can obtain your EHIC through the NHS website.

### 41. Insurance

41.1 We consider travel insurance to be essential. It is important that you have sufficient insurance in place to cover you (and your group) whilst you are away. Accordingly, it is a condition of making a booking through us that you have suitable insurance cover for the booking you have made to cover you for the countries and any activities which you expect to take part in. This insurance as a minimum should cover cancellation, baggage loss, accidents and health issues, FCO travel restrictions and significant risks to human health like the outbreak of a serious notifiably disease at the travel destination and force majeure while you are away. You should take your policy details with you. You should contact us to discuss this if you do not already have insurance in place.

### 42. Complaints and resolving disputes

42.1 If anything is not to your satisfaction during your holiday please immediately inform both us (via the details set out in paragraph 47 below) and the relevant Supplier Principal (e.g. your hotelier) who will endeavour to resolve your problem. It is important you advise us as well as the Supplier Principal so we can both help to put things right without delay. We believe it is better for everyone to resolve problems that arise during your holiday promptly so that you can enjoy your holiday. However, if your complaint is not resolved locally, please follow this up within 28 days of your return home by emailing us at the details set out in paragraph 42.3 below, giving your booking reference and all other relevant information. Please keep your letter concise and to the point.

42.2 We will acknowledge your letter within 14 days, with a full reply following this within 28 days unless we have been unable to investigate your complaint within this time, in which case a detailed explanation for the delay will be provided and a full reply sent in any event within 56 days. No liability can be accepted for any complaint or claim which is not notified in accordance with the provisions of this paragraph.

42.3 Please send all complaints to [cs@yourgolftravel.com](mailto:cs@yourgolftravel.com).

42.4 Further to this, you can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

42.5 We are also a Member of ABTA, membership numbers P6872/Y022X. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can therefore also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the code and ABTA's assistance in resolving disputes can be found at [www.abta.com](http://www.abta.com).

42.6 Please note failure to advise us of problems whilst on holiday, as described above, deprives both us and the suppliers of the opportunity to investigate and rectify your complaint whilst in resort and this may affect your rights under this contract including reducing any compensation due, potentially to zero.

#### 43. Vouchers

43.1 Vouchers must be applied at the time of booking, they cannot be applied retrospectively.

43.2 Only one voucher can be used per booking.

43.3 Vouchers are non-transferrable.

43.4 All Vouchers expire on redemption.

43.5 Discount vouchers do not apply to flight-inclusive holidays

43.6 Turkey holidays are exempt from all voucher offers

#### 44. General terms

44.1 The various paragraphs set out in these Terms and Conditions operate separately to one another. If any court or any other relevant authority decides that any of these paragraphs (or part therein) are unlawful or unenforceable, the remaining paragraphs (and parts therein) will remain in full force and effect.

44.2 These Terms and Conditions and the associated Booking Confirmation set out the entire agreement between us. You are not relying upon any other statement, promise or assurance in relation to your booking.

44.3 These Terms and Conditions are between you and us. No other person shall have any rights to enforce any of their terms and conditions.

44.4 If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you immediately, we can still require you to make the payment at a later date.

44.5 We may transfer our rights and obligations with you under these Terms and Conditions to another organisation, and we will do our best to notify you if this happens, but this will not affect your rights or our obligations under the Terms and Conditions. You may not transfer any of your rights or obligations under these Terms and Conditions without our prior written consent.

44.6 If you have any queries about these Terms and Conditions, please contact us before placing a booking via the contact details shown below.

#### 45. Privacy

45.1 We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our privacy policy. We can provide a copy of our privacy policy upon request or alternatively please refer to the website.

#### 46. Law and Jurisdiction

46.1 These booking conditions and any dispute or claim arising out of or in connection with them (including all non-contractual disputes or claims) arising out of them, their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

46.2 You and we both agree that the courts of England and Wales will have exclusive jurisdiction to resolve any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or their subject matter or formation. If you live in Northern Ireland or Scotland, you may opt for the courts of Northern Ireland or Scotland (as appropriate) to deal with any dispute.

#### 47. Contact details

47.1 If you have any queries or concerns regarding your booking, or if you would like to amend or cancel your booking, you may contact us at:

Email: [mark@shortgamegolfacademy.com](mailto:mark@shortgamegolfacademy.com)

Phone: 07738 294765

Postal address:

Short Game Golf Academy

David Lloyd Hampton

Staines Road

Hampton

TW2 5JD

47.2 If you have a complaint while on your trip, or you wish to make a complaint when you return home, please contact us at:

*During normal opening hours we can be contacted as follows:*

Email: [mark@shortgamegolfacademy.com](mailto:mark@shortgamegolfacademy.com)

Phone: [07738 294765](tel:07738294765)