

## GolfKings: BOOKING TERMS AND CONDITIONS

These Booking Conditions, together with our Privacy Policy, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Stewart Travel Limited (trading as GolfKings), a company registered in Scotland with company number SC400502 and registered office 3rd Floor, Sterling House, 20 Renfield Street, Glasgow, G2 5AP. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

1. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
2. he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
3. he/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
4. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

**Please Note: We act in the following capacities, as a Package Organiser in the sale of a Package (please see condition 22 for further details) and as a Principal in the sale of a 'single service' booking (i.e. a golf only booking).**

As a result our obligations to you will vary depending upon whether you book a Package with us or whether you make a single service booking. Our differing obligations are set out below, in the following separate sections:

- A. Section A contains the conditions that will apply to all bookings you make with us;
- B. Section B contains the conditions which will apply when you make a booking with us where we act as the Package Organiser; and
- C. Section C contains the conditions which will apply where you make a single-service booking with us, where we are acting as Principal.

Unless these Booking Terms & Conditions state otherwise, any reference to European Union law and/or International Conventions in these Booking Terms & Conditions that is directly applicable or directly effective in the United Kingdom is a reference to how it applies in England and Wales. This includes where the law has been retained, amended, extended, re-enacted or given effect on or after 11pm on 31st January 2020 (including the transition period).

### SECTION A – APPLICABLE TO ALL BOOKINGS

This section applies to all bookings made with us. Please read this section in conjunction with the relevant section below which is applicable to your booking.

#### 1. Booking & Paying For Your Arrangements

A booking is made with us when you pay us a deposit (or full payment if you are booking within 84 days of departure) and we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation, electronically or otherwise, that will confirm the details of your booking and will be sent to you.

Upon receipt, if you believe that any details on the booking confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of us sending it out (five days for airline travel documents).

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 84 days prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in either Section B or Section C below, as applicable, will become payable.

## 2. Accuracy Of Advertising Material

We endeavour to ensure that the descriptions, information and prices both on our website and in our advertising material are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

Whilst every effort is made to ensure the accuracy of such information and prices at the time of publishing/printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen arrangements (including the price) with us at the time of booking.

## 3. Travel Insurance

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. Details of a policy suitable to cover the arrangements you book are available by contacting our representative. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## 4. Events Beyond Our Control

Except where otherwise expressly stated in these Booking Conditions, we cannot accept liability or pay any compensation if our contractual obligations to you are affected by Events Beyond Our Control. For the purposes of these Booking Conditions, Events Beyond Our Control means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination (including but not limited to Covid-19 or future strains of Covid-19 and the ongoing effects of Covid-19), epidemic, pandemic or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of and any advice issued by any government or other national or local authority including any port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events beyond our or the supplier(s) concerned's control.

## 5. Special Requests

Any special requests must be advised to us at the time of booking (e.g. diet, room location, a particular facility at a hotel etc.). You should then confirm your requests by email at [customerservices@golfkings.co.uk](mailto:customerservices@golfkings.co.uk). Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

## 6. Tee Times & Golf Buggies

We will do everything possible to confirm your requested tee times, however hotels/golf courses do reserve the right to alter preferred tee times. If for any reason your tee times should not be available, as part of our service we will offer you the nearest possible alternative. Tee times are based on playing in four-balls and therefore you may be paired up with other golfers on the day. We cannot be held responsible for slow play on the golf course.

Unless your booking confirmation clearly states that golf buggies are included in your package, they are not. The hire of a buggy is at your own risk and subject to the terms and conditions of the individual golf course.

## 7. Cutting Your Booking Short

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not used. If you cut short your booking and return home early in circumstances where you have no reasonable cause for complaint about the standard of the travel services provided we will not offer you any refund for that part of your trip not completed or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

#### 8. Accommodation, Facility Ratings, Standards & Out of Date Range Flights

Accommodation ratings are displayed as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation or other travel arrangements. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given and no warranty is given or implied.

**Playing Conditions:** Although the standard of golf courses is inspected on a regular basis, their actual playing condition may vary from time to time. Course maintenance such as aerating greens, improving drainage will happen from time to time and often will be scheduled at such short notice, depending on weather, which means that we are not always made aware of when this will occur. Equally, in particularly dry spells, when there are water bans in place, fairways and greens may be burnt and not in the best of playing conditions. Events such as these are out of our control and we cannot be held responsible for the condition of the course during your break.

#### 9. Complaints

We make every effort to ensure that your trip arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. your hotelier) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us by telephone at 0800 756 7715 or by email at [customerservices@golfkings.co.uk](mailto:customerservices@golfkings.co.uk).

If the problem cannot be resolved and you wish to complain further, you must send an email at [help.golfkings.co.uk](mailto:help.golfkings.co.uk), ideally within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this condition may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see condition 19 for further details.

#### 10. Disabilities & Medical Problems

Whilst we are not a specialist provider of disabled holidays, we will do our utmost to cater for any special requirements you may have. If you or any member of your party have any medical needs or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

#### 11. Your Responsibilities

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

**Dress Code:** Appropriate dress and footwear should always be worn on the course and in the clubhouse (as per the information included in your confirmation). Certain hotels require dress code for dinner, and this will be advised at the time of booking and in the extra notes on your booking confirmation. We cannot accept any responsibility for any ruling by the hotel/golf course if you or any of your group is unable to play or dine due to inappropriate attire.

#### 12. Handicap Certificates

Some golf courses will require handicap certificates before accepting visitors, which we will endeavour to advise you of at the time of booking and by stating on your booking confirmation. Whilst a certificate of playing ability is not essential on all courses, the appropriate golfing etiquette and knowledge of golfing rules is expected and each hotel/golf course reserves the right to refuse access if it is judged that individuals do not display the required etiquette and/or knowledge. We cannot be held responsible in these circumstances.

#### 13. Excursions

Please note that we do not provide or arrange excursions other than those listed in your itinerary and forming part of the arrangements booked and paid for in the UK. Our local representatives or guides may put you in touch with local organisers of excursions if you request but we can have no liability for such excursions, as your contract for such excursions will be with a local company providing the services and not with us.

#### 14. Entry, Passport, Visa and Immigration Requirements & Health Formalities

It is your responsibility to check and fulfil the entry, passport, visa, health and immigration requirements applicable to your itinerary. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 16 weeks before your arrangements. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

Special conditions apply for travel to the USA, and all passengers must have individual machine readable passports. Please check <https://uk.usembassy.gov>.

For European travel you should obtain a UK Global Health Insurance Card (UK GHIC) prior to departure unless you are able to rely upon an existing European Health Insurance Card (EHIC). For travel to Norway, Iceland, Liechtenstein and Switzerland, UK GHIC and EHIC can not be used for medical treatment. Passengers to these destinations should obtain comprehensive medical insurance prior to departure, including cover for emergency medical treatment and associated costs.

Up to date travel advice can be obtained from the Foreign, Commonwealth and Development Office, visit <https://www.gov.uk/travelaware>.

**Non British passport holders**, including other EU nationals, should obtain up to date advice on entry, passport, visa, health and immigration requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities. We recommend that you consult your GP or a specialist vaccination centre far in advance of your departure for details of the measures you will need to take prior to departure.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any entry, passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any entry passport, visa, immigration requirements or health formalities. We recommend that you consult your GP or a specialist vaccination centre far in advance of your departure for details of the measures you will need to take prior to departure.

**Please note: The impacts of Brexit may change your visa, travel documents and health requirements. Third country nationals may require an airport transit visa when passing through EU Member States. There is the potential for disruption at borders when travelling between the UK and EU Member States and you should allow sufficient time for this when planning any onward travel. You should check any impacts of Brexit on your travel, in advance of your departure, to ensure that you fulfil the requirements post-Brexit, including any passport validity requirements. The UK Government passport checker can be found here <https://www.gov.uk/check-a-passport-travel-europe>.**

#### 15. Delays, Missed Transport Arrangements and other Travel Information

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under UK Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at UK airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at [www.caa.co.uk/passengers](http://www.caa.co.uk/passengers). Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your trip price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in condition 4 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your travel documents which will be despatched to you approximately two weeks before departure. You should check your travel documents very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after travel documents have been despatched we will contact you as soon as we can to let you know. Please note the existence of a "UK Air Safety list" (available for inspection at <https://www.caa.co.uk/Commercial-industry/Airlines/Licensing/Requirements-and-guidance/Third-Country-Operator-Certificates/>) detailing air carriers that are subject to an operating ban within the UK.

#### 16. Foreign Commonwealth & Development Office Advice

You are responsible for making yourself aware of Foreign, Commonwealth and Development Office (FCDO) advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the FCDO to avoid or leave a particular country may constitute Events Beyond Our Control (see condition 4).

#### 17. Conditions of Suppliers

Many of the services which make up your trip are provided by independent suppliers. These suppliers provide these services in accordance with their own terms and conditions which will form part of your contract. 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.

#### 18. Law & Jurisdiction

These Booking Conditions and any agreement to which they apply are governed in all respects by Scottish law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of Scotland only. You may however, choose the law and jurisdiction of England, Wales or Northern Ireland if you live in those places and if you wish to do so.

#### 19. ABTA

We are a Member of ABTA, membership number Y6653. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can 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 on [www.abta.com](http://www.abta.com).

#### 20. Inclement Weather Policy

As adverse weather is inevitable during the year and hotels and golf courses may either close the golf course or operate temporary tees and greens at their sole discretion. In the event of this happening our Inclement Weather policy is as follows:

- a. Prior to arrival date: Details of each golf courses inclement weather policy are available from our sales team - phone: **0800 756 7715** or email: [Sales@GolfKings.co.uk](mailto:Sales@GolfKings.co.uk). If requested to do so, we will call and check the status of the golf course on your behalf. Should you choose not to travel, subject to the policy of the supplier in these circumstances, we will try and postpone your golf break. However, price supplements may be incurred depending on when your break is rebooked for. No refunds are available under any circumstance for cancellations made due to course closure.
- b. During your golf break: If you are unable to play golf on your holiday due to course closure we will, without guarantee and at the supplier's discretion, try and obtain a partial refund or green fee vouchers for the golf element of the break. Each hotel and golf course sets its own inclement weather policy. All decisions regarding partial refunds or green fee vouchers are solely at the discretion of the hotel and golf course and are final. We cannot be held responsible should inclement weather prevail.

#### 21. Flight Essential Information

**Out of Date-Range Bookings:** Out of Date-Range Bookings are bookings (i.e. flights, accommodation) that can be made through us before such details on pricing are released by the supplier/provider. Scheduled airlines for example, will generally not have their seats for sale until approximately 10 months before departure. Should this apply to you, we may not be able to confirm your exact airline, flight routing or flight times at the time of the booking and we will inform you of that time at the of booking. We undertake not to increase the price if fares are higher than anticipated but in return offer no reduction if fares are lower. In the event that the flight seats do not become available you will receive a refund of your deposit and that will be the limit of our liability.

If the seats/accommodation amount to a significant change and are part of a Package, condition 26 will apply (see Section B for further information if your booking is a Package).

**Flight seat requests and aircraft:** The provision of particular seats does not constitute a term of your contract with us. We strongly recommend (particularly if you are flying economy class), that you check in early if you have particular seat requests. We have no control over the allocation of seats by the airline and even if a request has been made with the airline to pre-book seats, no guarantee can be made that they will still be available on departure. Please note airlines operate both older and more modern aircraft within their fleet. We regret we cannot guarantee the type of aircraft you will travel on as this may be subject to change and general availability. Although some airlines offer the facility to book seats online, this is not always possible when booking a holiday through us, as the holidays we offer are based on special Tour Operator fares.

Infant charges (for children under two years of age on return) are based on an infant sitting on an adult's lap and additional charges will apply for infants requiring their own seat. Please note meals are not provided for infants. International airline regulations allow only one infant per adult.

**Code share flights:** It is a common practice for scheduled airlines to use a code share system, which may include you flying with a partner airline. Where this situation arises, it is not classed as a significant change.

**Low cost airline carriers:** We provide a choice of scheduled and low cost airline carriers to take advantage of the flexibility and pricing available. You should note that low cost airline carriers may not provide in-flight meals and a higher non-refundable deposit may apply when booking such flights.

**Direct Flights:** The flight routings used in connection with our holidays may be used on special fares which do not necessarily take the most direct route. Some itineraries require a change of aircraft en route. A flight that is described as direct is one where there is no need to change aircraft during the journey. However, stops may be made en route for refuelling or to let passengers on and/or off. Details of any stops will be given at the time of booking. Special Requests: Where special requests (for example, diet, room location, twin or double-bedded room, a particular facility at a hotel, flight seat requests and/or particular meals etc) are an important factor in your choice of holiday, you must advise us when the booking is made. We are happy to pass your request on to the hotel or airline but cannot guarantee that it will be accommodated. We will also pass on any dietary requests to airlines but we recommend that you check directly with the airline once your travel documents have been issued. The provision of any special request does not constitute a term of your contract with us.

## SECTION B: PACKAGE BOOKINGS

**This section only applies to Packages booked with us, where we are acting as the Package Organiser (please see condition 22 for further details of when this will be the case). Please read this section in conjunction with Section A of these Booking Conditions.**

### 22. Definition of a Package

Where your booking is for a Package that we have organised, as defined below, we will act as a “Package Organiser” and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018, as amended (“PTRs”), as outlined in this Section B of these Booking Terms and Conditions.

A “Package” exists if you book a combination of at least two different types of the following separate travel services, for the purpose of the same trip or holiday:

- a. Transport (transfers not included);
- b. accommodation;
- c. rental of cars, motor vehicles or motorcycles (in certain circumstances); and
- d. any other tourist service not intrinsically part of one of the above travel services,

provided that those separate travel services are purchased together from a single visit to our website / during a single phone call with our telephone booking line and are selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term “package” or a similar term.

**IMPORTANT NOTE:** Please note that:

- a. where you have booked a Package that lasts for less than 24 hours and which does not include overnight accommodation; or
- b. where you have made a booking which consists of not more than one type of the travel services listed at (a) – (c) above, combined with one or more tourist services (as listed at (d) above), this will not create a Package where the tourist services:
  - o do not account for 25% of the value of the combination and are not advertised as, and do not otherwise represent, an essential feature of the package; or
  - o are selected and purchased after the performance of the transport, accommodation or car rental has started.

These bookings will be treated as “Single Service” bookings and will not be afforded the benefit of the rights under the PTRs, please see Section C of these Booking Terms and Conditions for the terms applicable to such arrangements.

### 23. Pricing of Packages

**We reserve the right to amend the price of unsold itineraries at any time and correct errors in the prices of confirmed itineraries. We also reserve the right to increase the price of confirmed itineraries solely to allow for increases which are a direct consequence of changes in:**

- i. the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- ii. We reserve the right to amend the price of unsold itineraries at any time and correct errors in the prices of confirmed itineraries. We also reserve the right to increase the price of confirmed itineraries solely to allow for increases which are a direct consequence of changes in:
- iii. the exchange rates relevant to the package.

Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that.

However, if this means that you have to pay an increase of more than 8% of the price of your confirmed Package (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another Package if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Should the price of your Package go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of £50. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed itinerary within 20 days of your departure nor will refunds be paid during this period.

#### 24. If You Change Or Transfer Your Package

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an amendment fee of £50 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee will be payable in accordance with condition 25.

### **Transfers of Package Booking**

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the holiday;
- b. we are notified not less than 7 days before departure;
- c. you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in condition 25 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

#### 25. If You Cancel Your Package

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received by telephone at 0141 413 4034 or by email at customerservices@golfkings.co.uk and will be effective from the date on which we receive it.

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received by telephone at 0800 756 7715 or by email at customerservices@golfkings.co.uk and will be effective from the date on which we receive it.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

| <b>Period Before Departure<br/>in which you notify us</b> | <b>Cancellation Charge</b> |
|---|----------------------------|
| 98 days or more   | Deposit only               |

|                 |                      |
|-----------------|----------------------|
| 97-56 days      | 75% of holiday cost  |
| 55 - 42 days    | 90% of holiday cost  |
| 41 days or less | 100% of holiday cost |

Please note that insurance premiums and amendments charges are not refundable in any circumstances and in some instances, airline ticketing deadlines may result in higher cancellation charges being applied to your booking. Similarly, hotels may charge a higher cancellation fee and you may therefore be charged a higher amount than detailed above. If you have taken advantage of an airline offer and paid a higher deposit, the cancellation charge payable by you will be the higher of this deposit or the appropriate cancellation charge detailed above.

**Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.**

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

**Cancellation by You due to Unavoidable & Extraordinary Circumstances:** You have the right to cancel your confirmed travel arrangements before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your trip destination or its immediate vicinity and significantly affecting the performance of the trip or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign Commonwealth and Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this condition, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of 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 travel destination.

This condition 25 outlines the rights you have if you wish to cancel your Package booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

#### 26. If We Change or Cancel your Package

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

**Changes:** If we make a minor change to your Package, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include: (a) alteration of your outward/return flights by less than 12 hours; (b) changes to aircraft type or changes of carriers; (c) change of accommodation to another of the same or higher standard; and (d) change from a direct to an indirect flight, save where this would amount to a significant change. Please note that carriers such as airlines used in the brochure may be subject to change.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of “significant changes” include the following, when made before departure:

A change of accommodation area for the whole or a significant part of your time away.

A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.

A significant change to your itinerary, missing out one or more destination entirely.

A change of UK departure airport except between:

- a. The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
- b. The South Coast airports: Southampton, Bournemouth and Exeter
- c. The South Western airports: Cardiff and Bristol
- d. The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield
- e. The Northern airports: Liverpool, Manchester and Leeds Bradford
- f. The North Eastern airports: Newcastle and Teesside
- g. The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen

**Cancellation:** We will not cancel your travel arrangements less than 8 weeks before your departure date, except for Events Beyond Our Control or failure by you to pay the final balance. We may cancel your Package before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i. (for significant changes) accepting the changed arrangements; or
- ii. having a refund of all monies paid; or
- iii. iii if available and where we offer one, accepting an offer of an alternative Package (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

#### Compensation

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- a. If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- b. If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

| <b>Period Before Departure in which we notify you</b> | <b>Amount you will receive from us*</b> |
|---|---|
| More than 56 days                                     | £0                                      |
| More than 35 days                                     | £20                                     |
| More than 7 days                                      | £40                                     |
| Less than 7 days                                      | £50                                     |

\*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- a. where we make a minor change;
- b. where we make a significant change or cancel your arrangements more than 8 weeks before departure;
- c. where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- d. where we have to cancel your arrangements as a result of your failure to make full payment on time;
- e. where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- f. where we are forced to cancel or change your arrangements due to Events Beyond Our Control (see condition 4).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

#### 27. Our Responsibility For Your Package

1. We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018 as amended, as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your Package, as set out in your confirmation invoice and the information we provided to you regarding the services prior to booking. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your confirmation invoice and the information we provided to you regarding the services prior to booking.
2. We will not be responsible nor pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.
3. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - a. the acts and/or omissions of the person affected; or

- b. the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
- c. Events Beyond Our Control (as defined in condition 4).

4. **We limit the amount of compensation we may have to pay you if we are found liable under this condition:**

- a. **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
- b. **Claims not falling under (a) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- c. **Claims in respect of international travel by air, sea and rail, or any stay in a hotel:**
  - i. Where applicable, the extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions such as The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of this Convention from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
  - ii. Where applicable, in any circumstances in which a carrier is liable to you by virtue of EC 261/2004 (denied boarding and flight disruption), any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
  - iii. Where applicable, when making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

5. Subject to these Booking Terms & Conditions, if we or our suppliers negligently perform or arrange those services set out in the confirmation invoice and the information we provided to you regarding the services prior to booking and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your Package travel arrangements you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this Package.**

The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Terms & Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your trip. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

- 6. It is a condition of our acceptance of liability under this condition that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- 7. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- 8. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
  - a. which on the basis of the information given to us by you concerning your booking prior to our

accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or

b. relate to any business:

c. indirect or consequential loss of any kind.

9. We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website or in any printed material we may produce. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
10. Where it is impossible for you to return to your departure point as per the agreed return date of your Package, due to “unavoidable and extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your trip. For the purposes of this condition, “unavoidable and extraordinary circumstances” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination (does not include the contracting of COVID-19 at the travel destination) or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

#### 28. Insolvency Protection

We provide financial security for flight-inclusive [packages and ATOL protected flights] by way of our Air Travel Organiser’s Licence number 11670, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: [claims@caa.co.uk](mailto:claims@caa.co.uk).

When you buy an ATOL protected product 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. For further information, visit the ATOL website at <https://www.atol.org.uk>. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

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 (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).

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 re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

We provide full financial protection for our package holidays which don’t include flights, by way of a bond held by ABTA Ltd, The Travel Association 30 Park Street London SE1 9EQ <https://www.abta.com>

#### 29. Prompt Assistance for Package Itineraries

If, whilst you are taking part in your itinerary, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

#### SECTION C: AGENCY BOOKINGS

**This section applies to all single service bookings that you make with us (e.g. golf only) when we are acting in a Principal capacity. Please read this section in conjunction with Section A of these Booking Conditions.**

#### 30. If You Change Or Cancel Your Single Service Booking

**Changes:** If, after confirmation, you wish to change your booking in any way, we will endeavour to make these changes if they are possible. Where we can meet a request, all changes will be subject to payment of an amendment fee of £50 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change.

**Note: Certain single service arrangements may not be changeable after confirmation and any alteration may result in a cancellation charge of 100%.**

**Cancellations:** If you, or any member of your party, decides to cancel your booking once you must notify us by recorded delivery post or by email. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. The person to notify us of any cancellation must be the same person that originally signed the booking form.

Should one or more member of a party cancel, it may increase the per person price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

| Period before departure date within which written notification is received at our offices | Cancellation Charge     |
|---|-------------------------|
| 98 days or more   | Deposit only            |
| 97 – 56 days  | 75% of total trip cost  |
| 55 – 42 days  | 90% of total trip cost  |
| 41 days or less   | 100% of total trip cost |

**Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% for that part of the arrangements in addition to the charges above.**

Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% for that part of the arrangements in addition to the charges above.

This condition 30 outlines the rights you have if you wish to cancel your single service booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

#### 31. If We Change Or Cancel Your Single Service Booking

We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced due to Events Beyond Our Control (please see condition 4) to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

### 32. Our Responsibilities For Your Single Service Booking

1. Subject to the remainder of this condition, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.
2. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - a. the act(s) and/or omission(s) of the person(s) affected; or
  - b. the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - c. unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
  - d. an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
3. **We limit the amount of compensation we may have to pay you if we are found liable under this condition:**
  - a. **loss of and/or damage to any luggage or personal possessions and money**,The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
  - b. **Claims not falling under (a) above and which don't involve injury, illness or death**The maximum amount we will have to pay you in respect of these claims is twice the price paid by you in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.
4. It is a condition of our acceptance of liability under this condition that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
5. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
6. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.
7. We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

### 33. Insolvency Protection

If you book arrangements other than package trip from us, your monies will not be financially protected. Please ask us for further details.

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Registered Office:  
GolfKings  
20 Renfield Street, Glasgow, G2 5AP



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