

General Terms and Conditions

These general terms and conditions (“the Terms”) will apply to all Holidays which Ascot Golf arrange on behalf of a customer.

1. DEFINITIONS

1.1 In these Terms:

Confirmation means confirmation of the Holiday and the Holiday details including arrival and departure times, destinations, accommodation and details of board, periods of stay, transportation, golf courses, itinerary etc;

Contract means the contract between Ascot Golf and the Party Leader for the Holiday concluded in terms of clause 3.2 of these Terms;

Golf Holiday Package means a holiday package for golfing activities or for academy tuition which displayed on the Site (whether for a golf package or academy package) or which is created or otherwise tailored in response to a prospective customer’s enquiry;

Holiday means the content of the party’s finalised Golf Holiday Package the details of which are set out in the Confirmation;

Party Leader means the person who enquires about the Golf Holiday Package and/or books the Holiday with the authority of and on behalf of his/her party, each of whom is a **Party Member**.

Site means the website known as <http://www.ascotgolf.com>

1.2 In these Terms, when we refer to “us, we” etc, we are referring to Ascot Golf. When we refer to “you”, we are referring to the Party Leader and/or each Party Member as appropriate in the context. Singular includes the plural and vice versa.

2. TERMS

2.1 Holidays are organised by Ascot Limited (“Ascot Golf”) on the basis of and subject to these Terms. Ascot Golf is a company registered in England (Company Number 741 8484) with its registered office at Index House, St George's Lane, Ascot, SL5 7ET.

2.2 Where Ascot Golf act as agent for a third party (i.e. an airline or hotel), rather than as holiday organiser, the customer will enter a contract for the services with that third party subject to their terms and conditions which we will forward to you on request.

- 2.3 Ascot Golf are members of the Travel Trust Association (<http://www.traveltrust.co.uk>). Under this scheme, any sums which you pay to us for your Holiday are paid directly into a trust account which is administered by the Bank of Scotland, 110 Queen Street, Glasgow, G1 3BY. The funds are held by the Bank of Scotland (as Trustee) until your Holiday has taken place, at which time they will be released to us. If we become insolvent before your departure, the funds which you have paid (excluding insurance premiums) will be refunded to you by the Trustee. If our insolvency occurs during the Holiday, the funds will be applied to the completion of your Holiday.

3. BOOKING YOUR HOLIDAY

- 3.1 If you wish to enquire about a Golf Holiday Package (or create your own), the Party Leader should contact us in writing (through the Site, by e-mail or fax) or by telephone. Ascot Golf will send the Party Leader a quote for the Golf Holiday Package, usually within 7 days, together with a booking payment form. By doing this, we are inviting the Party Leader to make an offer to us on these terms. The details of the package (for instance a particular course, hotel or mode of transportation) are subject to availability at this stage.
- 3.2 If the Party Leader wishes to proceed, s/he should complete the booking payment form and return it to us as soon as possible. We will check availability at this stage. If all details are confirmed, we will send the Party Leader the Confirmation (which represents our acceptance of the offer) and there will be a binding contract between the Party Leader (acting on behalf of the group) and Ascot Golf for the Holiday. If some aspect of the Golf Holiday Package is no longer available, we will advise the Party Leader of this and suggest an alternative. If the Party Leader wishes to book this alternative, s/he should advise us of this as soon as possible, at which stage we will confirm availability. When availability has been confirmed, we will send the Party Leader the Confirmation concluding the Contract.
- 3.3 The Party Leader must be at least 18 and must have the authority to sign the booking form on behalf of all Party Members. When the Party Leader signs the form, s/he is confirming that s/he has the authority to act on behalf of all Party Members and all Party Members have had sight of and accept these Terms. The Party Leader will be responsible for the full cost of the holiday, including insurance premiums and cancellation or amendment charges. We will send all documents and other information to the Party Leader, who must inform other Party Members.
- 3.4 The Holiday we are obliged to provide is as stated in the Confirmation. Accordingly, the Party Leader must check immediately upon receipt (or as soon as possible thereafter) that the details specified in the Confirmation are accurate and contact us

immediately if any information appears to be incorrect. We cannot accept any liability if we are not notified of any inaccuracies within 28 days of sending it to the Party Leader.

- 3.5 The Party Leader may cancel the Contract without penalty by sending to Ascot Golf a written notice of cancellation within the period of seven working days beginning with the day after the day on which the Contract is concluded (being the date on which the Confirmation is sent to the Party Leader).

4. PRICES

- 4.1 Whilst we take reasonable steps to ensure that the prices on the Site are accurate and up to date, the prices are displayed for indicative purposes only. The price of the Golf Holiday Package may vary depending on the dates or other details of your trip (for instance preferred courses, tee off times or accommodation) and the actual price for the package in question is that which we quote in response to your enquiry.

- 4.2 The price for the Holiday only includes those matters which are expressly stated in the Confirmation. Accordingly, unless otherwise stated in the Confirmation, the price will not include (by way of example):-

- Visas and/or entry and departure taxes;
- refreshments or meals (including special dietary requirements);
- optional hotel services (such as entertainment or laundry) or excursions or visits.

- 4.3 The price of your Holiday may be subject to surcharges for increases in: (i) transportation costs, (ii) dues, taxes or fees chargeable for services, and (iii) the exchange rates applied to the particular package. Any reductions in these costs will be passed on to you. Any increase of up to 2% of each Party Member's cost, which excludes insurance premiums and any amendment charges, will be absorbed by us. or retained. For larger variations this 2% will still be absorbed for increases but not retained from refunds. No price increases will be made within 30 days of departure.

- 4.4 Where group discounts are available, in the form of a free place for one or more Party Members, the normal deposit is charged for each free place, but this is deducted from the total invoice. Free places, which do not include insurance or meals, are based on the number of passengers finally travelling and are available to adults only. All Party Members must travel on the same date, for the same duration and to the same accommodation. Group places may not be available in conjunction with any other offers and are subject to availability.

5. METHOD OF PAYMENT

- 5.1 Where the Holiday is booked six months or less prior to its commencement, the total price for the Holiday must be paid in full at the time of booking. If the booking is made more than 6 months prior to its commencement, a deposit of 25% of the total price of the Holiday must be paid at the time of booking with the balance payable by the Party Leader no later than 60 days prior to the departure date. All payments made at the time of booking must be forwarded to Ascot Golf with the booking payment form referred to in Clause 3.2 of these Terms.
- 5.2 Time for payment is an essential term of the contract. This means that if payment is not received on time, we are entitled to terminate the contract because of the breach.
- 5.3 Cheques require 5 working days to clear. Payments by credit/charge card will be subject to a 1.5% handling charge for each payment made by these means (no charge for Switch/Delta transactions).

6. CANCELLATION ON THE PART OF THE CLIENT

- 6.1 To cancel the Holiday (or the booking of any Party Member), the Party Leader must write to us (by e-mail or by recorded delivery) at the address on the Confirmation indicating the Party Member(s) who wish to cancel. The cancellation is only effective when we confirm receipt of your letter or e-mail.
- 6.2 We will charge a cancellation charge which is based on the scale set out below. As we incur costs from the moment the Holiday is booked, this charge represents an estimate of our losses as a result of the cancellation. Our cancellation charges increase as the departure date approaches, as shown below.

| No. of days prior to departure | Cancellation Charge |
|---------------------------------------|----------------------------|
| More than 30 days | 10% of total price |
| 30 to 15 days | 25% of total price |
| 14 to 8 days | 50% of total cost |
| 7 to 2 days | 90% of total cost |
| 1 day or day of departure | 100% of total cost |

- 6.3 If you have to cancel for a reason covered by your insurance policy, you should be able to recover your cancellation charges. Claims must be made directly to the insurance company concerned. When not all of the Party Members cancel, the cancellation charge for each cancelling party will be based on the price of their

package only although remaining Party Members must pay any increased costs for the Holiday.

7. CHANGES ON THE PART OF THE CLIENT

- 7.1 Any changes to the Holiday must be notified by the Party Leader to Ascot Golf in writing (either by recorded delivery or e-mail) quoting the Holiday reference. There is a standard amendment fee of £30 per person per change to cover our administration expenses, in addition to any additional charge/expense which the change may attract.
- 7.2 Whilst we will endeavour to meet any such change request, we cannot guarantee we will be able to do so, in particular where arrangements have been made with third party suppliers. We cannot agree to any request for a change to the Holiday under any circumstances which we receive within 14 days of the scheduled date of departure for the Holiday.
- 7.3 Where the size of the party is changed (for whatever reason), the price for the rest of the Party Members will be recalculated on the new party size if applicable.
- 7.4 If a name change is provided to us at least 14 days before departure this will be treated as an amendment and carry the appropriate fee. You should note however that where the Holiday includes scheduled flights, the air carrier may treat this as a cancellation and may levy 100% cancellation charge. This is outwith our control.
- 7.5 Unused car hire or hotel vouchers will not be refunded by us under any circumstances irrespective of what you are told by the local car hire company or hotel management. Car hire and hotel vouchers are only valid for the exact services for which they are issued. Please read carefully any vouchers sent to you as they contain useful information.

8. CHANGES ON THE PART OF ASCOT GOLF

- 8.1 As the Holiday may be booked many months in advance, it may be necessary for us to make changes to the Holiday details and, subject to the provisions of this clause, we reserve the right in our discretion to do so. We will always try to give you as much notice of the change as possible and will always endeavour to find alternative arrangements for you.
- 8.2 Where the change will alter significantly an important part of the Holiday (“a Significant Change”) we will notify the Party Leader as soon as possible. Some examples of a Significant Change are a change of outward or return flight time by more than 12 hours, a change of UK airport (except between Luton, Stansted,

Gatwick and Heathrow) to one which is more inconvenient for the member, a change in resort or resort airport or a change of accommodation to one of an inferior official classification. These examples are not exhaustive. We may substitute alternative airlines and/or aircraft to those included within your booking confirmation and such a change will not be a significant one entitling you to cancel without payment of the normal cancellation charges.

8.3 In the event of a Significant Change, the Party Members will be entitled to:-

- (a) accept the new arrangements;
- (b) take a substitute holiday of the same or higher quality from us;
- (c) take a substitute holiday of lower quality from us and receive a refund in respect of any price difference; or
- (d) cancel the Holiday and receiving a prompt refund of all monies paid.

The Party Leader must inform Ascot Golf of their decision within [3] days of notification of a Significant Change, failing which the Holiday shall be cancelled and all sums paid to date (exclusive of any insurance premiums) refunded.

8.4 If we make a Significant Change, we will pay you compensation (whether or not you accept an alternative package) on the scale set out below except where the change was made by reason of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care:-

| Period before scheduled departure within which a major change is notified | Compensation for passengers (Excluding infants) |
|---|---|
| More than 56 days | Nil |
| 43 - 56 days | £5 |
| 29 - 42 days | £10 |
| 15 – 28 days | £15 |
| Within 14 Days | £20 |

8.5 You will not be entitled to compensation where we cancel or amend the Holiday due to:-

- (a) fault on the part of any Party Member;
- (b) where the minimum number required for the party (for instance, for a tournament week) has not been reached and the Party Leader is notified within the period set out in the Contract; or

(c) where the change was made by reason of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care.

8.6 When the Holiday has commenced, if we do not provide, or discover that we cannot provide, a significant proportion of the services scheduled in the Contract, we will make alternative arrangements for the continuation of the Holiday at no extra cost to the Party Members. Where appropriate, we will pay the latter the amount of the difference between the services scheduled and those provided. If the Party Members continue with the Holiday, they will be deemed to have accepted the alternative arrangements. If it is not possible to make alternative arrangements, or if these are not acceptable to the Party Members for good reasons, we will where appropriate return the members to their original departure point by the same means of transport.

9. NOTIFICATION OF BREACH

9.1 If any Party Member complains about the performance of the Contract, Ascot Golf shall act diligently to find a suitable solution.

9.2 The Party Leader is obliged to notify us of any perceived failure by Ascot Golf (or any supplier engaged on our behalf) in the performance of the Contract preferably "in situ" or, where not possible, within the shortest time possible in writing or by any other means which can be recorded. In the event that the solutions provided by Ascot Golf do not meet with the satisfaction of the Party Leader, the latter shall have one month to lodge a complaint directly with Ascot Golf who will respond within forty-five calendar days of the complaint being lodged, counted from the day following the lodging of the complaint.

10. OUR RESPONSIBILITY

10.1 We are responsible for the proper performance of our obligations (whether rendered by us or a third party acting on our behalf) under the Contract which extend to making reservations on our clients' behalf and confirming those reservations to our clients in a timely fashion and at the agreed price.

10.2 In the event that a hotel or course does not meet with the expectations of our clients we will not be liable. We would be pleased however to accept any complaints which you may have. We will refer any such complaints to the hotel or course in question and will endeavour to resolve the matter on your behalf with the hotel or course.

10.3 In the event that the Contract is not performed by us or is performed improperly, our total liability to each Party Member for compensation in respect of loss or damage

(other than death or personal injury caused by our negligence) which s/he has suffered as a result shall be limited to the cost of that Party Member's share of the Holiday.

10.4 In the event that any international convention (for instance the Montreal Convention, Warsaw Convention or Hague Protocol) limits or excludes any of our supplier's liability in any particular case, we shall be entitled in our discretion to rely on that limitation or exclusion (as appropriate) in place of any exclusion or limitation set out in Clause 10 of these Terms.

10.5 We are not responsible for (and therefore have no liability in respect of) any failure in the performance of the Contract which is attributable or due to:-

- (a) any Party Member;
- (b) a third party not associated with the provision of the services included in the Contract and is unforeseeable or insuperable;
- (c) unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care; and
- (d) an event which neither we nor our supplier could foresee or forestall, even with all due care.

We will endeavour to assist any Party Member who is in difficulty as a result of the circumstances envisaged by (b), (c) or (d) above.

10.6 Disputes about your holiday that we cannot settle can be referred to arbitration under a special scheme administered by the Chartered Institute of Arbitrators. The scheme provides a simple and cheap method of arbitration based on documents alone. It does not apply to claims over £5,000 per person or £15,000 per booking form. A limit of £1,000 per person applies to any part of a claim for personal injury or illness. You must apply for arbitration within nine months of your return from Holiday, but in special circumstances it may be offered outside this period. Information regarding complaints may be shared with other tour operators.

11. DELIMITATION OF SERVICES: PLANE TRAVEL AND HOTELS

11.1 Air travel and the liability of air carriers are governed by various international conventions such as the Montreal Convention, the Warsaw Convention, the Hague Protocol and the Athens Convention, as well as EU legislation, such as the EU Regulation on Air Carrier Liability for international and national travel by Air. The terms of these Conventions will apply to your Contract and we rely on the terms and limitations which are contained within them. Air carriers will also have their own

conditions of carriage which will form part of your Contract. These can be obtained from us or directly from the carrier.

11.2 We cannot accept responsibility for any loss or damage or delay to your luggage unless directly caused by our negligence. You are advised to insure high value items such as golf clubs. Also we regret that we can not guarantee the complimentary carriage of golf clubs that are carried on airlines outside the individual airlines passenger baggage allowance.

11.3 Each hotel will have its own terms and conditions which govern, for instance, check in/out times, meal times and other such matters – we are happy to provide you with contact details for your hotel should you wish to confirm any such details with them.

11.4 We have taken reasonable steps to ensure that the details on the Site and those in the Confirmation are accurate. Changes however will inevitably occur and we will endeavour to advise you of these as soon as they are brought to our attention. You should be aware that we cannot guarantee that all facilities will be available at your hotel, particularly out of season. If you are interested in particular facilities, you may wish to check with the hotel that they will be available and the terms of use which apply.

12. PASSPORTS, VISAS AND INSURANCE.

12.1 All Party Members must be in possession of the required entry documents, ie passport or I.D. card, required by the laws of the country or countries being visited. We will advise the Party Leader where visas, passports, vaccination certificates, etc are required for the Holiday, but it is the responsibility of the Party Members to obtain these and Ascot Golf cannot be held responsible for any Party Member's failures in this regard.

12.2 You must have insurance cover at least equal to the Ascot Golf Holiday Insurance policy to protect against cancellation, loss of possessions, sickness or injury. You will find details of our policy on the Site which covers the cost of cancellation by you and the cost of assistance, including return to the UK, if you suffer an accident or illness. If Ascot Golf cancels your holiday, we will refund your insurance premium and the cost of your holiday. It is your responsibility to ensure any insurance policy you take out meets your particular requirements.

13. GOLF ARRANGEMENTS AND TOURNAMENTS

- 13.1 Vouchers will be issued for green fees paid to us. These will be dispatched with travel documents or provided in resort. Unused vouchers will not be refunded unless course closure has prevented play in which cases written confirmation from the club concerned or our local representative is required before a refund can be made. This also applies to tee times booked for the arrival day if unable to play due to delays etc. Local golf taxes, golf insurance and federation fees, if applicable, are payable by you direct to the golf club. Most golf courses now require a valid handicap certificate. It is your responsibility to ensure that a valid certificate is available for presentation locally if required.
- 13.2 Where you request specific start times we will endeavour to arrange these. We reserve the right to vary both the start times and courses after they have been confirmed. Golf course management reserve the right to change tee-times at their discretion without prior notification. You are therefore advised to check in resort in advance.
- 13.3 Unless otherwise stated, golf carts are not included in the cost. Also, we cannot be held responsible for the actual playing condition of courses, including changes caused by periodic course maintenance.

14. DATA PROTECTION POLICY

- 14.1 When the Party Leader books the Holiday, s/he will provide us with personal information about him/herself and each Party Member. This information is personal data in terms of the Data Protection Act 1998 ("the Act") and will be processed by Ascot Golf (as data controller) in accordance with the Act. Generally, the only purposes for which we will process your data is to arrange your Holiday and meet our obligations to you under the Contract, and to meet the requirements which are imposed upon us by law.
- 14.2 If you have any questions about our data protection policy, you can contact Ascot Golf's compliance officer by e-mailing info@ascotgolf.com.

15. SEVERABILITY

If any clause or sub-clause in these Terms is found by any court, tribunal or administrative body having jurisdiction in such matters to be invalid or unenforceable, whether in whole or in part, this shall not affect the validity or enforceability of the remaining provisions of the Terms and/or the clause in question.

16. JURISDICTION

English law shall apply to the Contract and its interpretation, and the parties agree that all matters and/or disputes arising from the Contract shall be heard before and determined by the English Courts exclusively.