

## TERMS & CONDITIONS

These Terms and Conditions apply to the Reservation (defined below). In order to make a Reservation We expect You (defined below) to read through these Terms and Conditions carefully. If You do not agree to these Terms and Conditions, You may not make a Reservation.

### 1. DEFINITIONS

In these Terms and Conditions, the following words shall have the meaning set opposite:-

"Conditions"	means these Terms and Conditions;
"Deposit"	means £500 or 30% (whichever is the greater) of the Price per person. Deposits for Open Championship and Ryder Cup Packages is £600 or 50%; (whichever is the greater) of the Price per person;
"Itinerary"	means a personalised schedule produced by Us for You, containing a Package based on Your requirements;
"Package"	means the pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and which service covers a period of more than 24 hours or includes overnight accommodation:- (a) transport; (b) accommodation; (c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the Package;
"Personal Information"	means information provided by You on creating an Itinerary or making a Reservation to include Your name, address, contact details and payment details;
"Price"	means the total price paid per person for the Itinerary;
"Reservation"	means the securing of the Itinerary, when the Deposit has been paid within 5 days of receiving your finalised Itinerary;
"Service Provider"	means any other party other than Us, who will provide services for the Itinerary including, but not limited to accommodation, transport and golf passes;
"Start Date"	means the date upon which the Itinerary commences;
"We/Us/Our"	means Links Golf Tours St Andrews Limited, a company registered under the Companies Acts (Registered Number: SC175694) having its registered address at 7 Pilmour Links, St Andrews, Fife, KY16 9JG;
"You/Your"	means the person(s) making the reservation.

## **2. YOUR ITINERARY**

2.1 Your Itinerary will contain details of the following:-

- 2.1.1 Your travel destination and/or destinations together with details of dates and relevant periods of stay.
- 2.1.2 The location of accommodation; its tourist category or degree of comfort; its main features and the accommodation's compliance with the rules of the United Kingdom, if appropriate. Please note that if the accommodation is in any other member state of the European Community, the Itinerary will state that the accommodation will comply with the compliance rules of that particular member state. All quotations are made based on rooms with private bath/shower at the hotels requested. Once Your Reservation is made, and any accommodation in the Itinerary shown as subject to availability before the Reservation is made has been confirmed, no changes will be made without consultation and agreement with Us. Upgraded rooms are available for a supplementary charge in most hotels (subject to availability).
- 2.1.3 Details of any meals.
- 2.1.4 Minimum number of persons required for the Itinerary to take place.
- 2.1.5 Details of any visits, excursions or other services which are included in the Price.
- 2.1.6 Our contact details and the details of any Service Provider.
- 2.1.7 The Price together with the payment schedule.
- 2.1.8 Details of any special requirements which You have expressed to Us and which have been accepted by Us and the relevant Service Provider.
- 2.1.9 Visa and Passport Information which apply to nationals of the European Community, including information about the length of time it is likely to take to obtain the appropriate passports and visas. We shall also endeavour to include any Visa and Passport information for nationals outwith the European Community.
- 2.1.10 Health Information.
- 2.1.11 Where applicable to UK residents making a Reservation, security arrangements for the security for the money paid over (and where applicable) for repatriation of You in the event of insolvency.

## **3. PAYMENT AND AMENDMENT**

- 3.1 Full payment of the Itinerary is due at least 60 days before the Start Date. For Open Championships and Ryder Cup, payment of the Price is due at least 120 days before the Start Date. For Open Championship Self Catering, payment of the Price is due at least 180 days before the Start Date.
- 3.2 An administration fee of £40 will be charged for any amendments made by You to the Itinerary after the Reservation is made. All amendments are subject to availability and may incur extra charges.
- 3.3 Golf course fees and prepayments, along with certain other deposits are non-refundable at any time.

## **4. PRICE**

- 4.1 We will endeavour to keep the Price as detailed on Your Itinerary at the time of Reservation, however the Price is subject to change (whether increase or decrease) due to variations in the following:-
  - (i) transport costs, including fuel costs;
  - (ii) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; and/or
  - (iii) applicable exchange rates.

- 4.2 Price increases will be made only up to 30 days before the Start Date.
- 4.3 No Price increase will be made in respect of variations which result in an increase less than 2% of the Price.

## 5. CANCELLATIONS

### 5.1 By You:-

5.1.1 Notification of cancellation must be forwarded in writing to Us as soon as possible at the address noted above. Cancellation fees will be charged to You to cover non-refundable charges incurred by Us in making Your Reservation, including administrative costs.

5.1.2 Cancellation fees are as follows:-

#### Golf Tour

60 days or more prior to Start Date, full deposit

59-28 days prior to Start Date, 75% of Price

28-0 days prior to Start Date, full price

#### Open Championship and Ryder Cup

120 days or more prior to Start Date, Deposit.

120 - 0 days prior to Start Date, full Price

#### Open Championship Self Catering

180 days or more prior to Start Date, Deposit.

180 - 0 days prior to Start Date, full Price

### 5.2 By Us:-

5.2.1 Subject to Clause 6 below, the Deposit shall be refunded by Us, and any cancellation fees hereunder shall be reduced (i) in full, in the event of cancellation as a result of Our material breach of these Conditions, or (ii) in part (after the deduction of Our expenses) solely to the extent that the event is resold by Us, in the event of cancellation for any other reason.

5.2.2 Prior to Start Date, if We cancel the Itinerary, we will endeavour where possible to:-

- (i) provide an alternative Itinerary of equivalent or superior quality; or
- (ii) provide an alternative Itinerary of lower quality and pay You the difference between Your Itinerary and the substitute Itinerary. Failing which, You will be entitled to a full refund.

5.2.3 Where We fail to provide the Itinerary, You are entitled to cancel and be refunded any Price paid except: (i) where the number of persons who agree to attend the Itinerary is less than the minimum number required and where You are informed of the cancellation, in writing at least 60 days prior to the Start Date; (ii) where the Itinerary is cancelled by reason of Force Majeure.

5.3 Where it becomes apparent after Start Date that a significant proportion of the Itinerary contracted for is not or cannot be provided, We will make suitable alternative arrangements, at no extra cost to You, for the continuation of the Itinerary and will, where appropriate, compensate You for the difference between the Itinerary to be supplied under the Reservation and those supplied. In the event that it is impossible to make such arrangements or if You do not accept the alternative arrangements for good reasons, We will, where appropriate, provide You with equivalent transport back to the place where the itinerary began or to another place to which You have agreed and will, where appropriate, compensate You.

## **6. EXTRAORDINARY CIRCUMSTANCES LEADING TO THE DELAY OF TRAVEL**

6.1 If it is impossible to travel to the UK i.e. air travel has been suspended; or, if there is a code red type warning in the UK i.e. a credible and imminent threat of a terrorist attack on the United Kingdom 5 days or less prior to the Start Date, the following terms will apply:-

6.1.1 We will re-schedule the Itinerary subject to availability for a later date that year;

6.1.2 We will re-schedule the Itinerary into the following year with an additional charge of 15%.

Note: Reservations moved from Low to High season will be subject to the appropriate rate changes. This cost will be added to the original Price and invoiced to You at the point of change.

## **7. TRANSFER OF BOOKINGS**

7.1 Where You are prevented from proceeding with the Package, You may transfer the Package to another person (“transferee”) who satisfies all the conditions applicable to the Package, subject to You providing reasonable notice to Us prior to the commencement of the Package. Please note that You and the transferee shall be jointly and severally liable to Us for payment of the balance Price and for any additional costs arising from such transfer.

## **8. PACKAGE DOCUMENTS**

8.1 Approximately 3 weeks prior to the Start date You will receive Your personalised information pack containing all relevant documentation. This will include details about the transport provided (including times and places of immediate stops and transport connections if relevant); and accommodation e.g Sea view room at St Andrews Hotel. The information pack will also include the name, address and telephone number of Our representative in the area of Your stay. Also, if a child under 16 is traveling unaccompanied without parent/guardian, information will be provided so that direct contact may be made with the child or the person responsible at the place where the child is to stay.

## **9. UNUSED TOUR SERVICES**

9.1 Partly used or unused services included in the Itinerary, are non-refundable except as stated otherwise. No refunds will be made for any hotel accommodation, meals, golf, entry tickets, nor any other service not used due to flight delays, schedule changes or for any other reason, other than those stated in these Conditions.

## **10. CHANGE OF ESSENTIAL TERMS**

10.1 Where We must alter significantly an essential term of the Conditions, We will inform You of this change as soon as possible to allow You to take an appropriate decision; to include withdrawing from the Conditions without penalty or allowing Us to amend the Conditions. Any amendment by Us will specify the changes made and how these have impacted on the Price. You must inform Us of your decision in this matter within 5 working days.

## **11. OPEN CHAMPIONSHIP AND RYDER CUP ENTRY TICKETS**

11.1 Lost or forgotten entry Open Championship tickets cannot be replaced without payment of the relevant daily rate. Juveniles (under the age of 16) have free admission if they hold a Juvenile admission badge, having applied in writing in advance to The R&A Ticket Office (Ticket Office, The R&A, St Andrews, Fife, KY16 9JD), or if they are accompanied on the day by a responsible adult. If a juvenile does not hold a valid Juvenile admission badge or is unaccompanied by a responsible adult they will not be entitled to free admission. The juvenile may purchase a youth ticket at the relevant daily rate from the entry gate.

11.2 Lost or forgotten entry Ryder Cup tickets cannot be replaced. These tickets will be held in St Andrews and given to you on arrival. Once you have received your tickets, they are not replaceable.

## **12. GOLF HANDICAP CERTIFICATE**

12.1 If You are participating in golf You must carry a current Handicap Certificate and a general Letter of Introduction from Your home club, unless waived by prior arrangement with Us. Golf Play can be denied on failure to produce this to the starter at many British golf courses. Your Itinerary will detail the Handicap limit applicable to You for play during Your tour (based on the course with the lowest Handicap requirement).

## **13. CAR RENTAL INFORMATION (IF INCLUDED)**

### **13.1 Conditions for SCOTLAND/ENGLAND/WALES RENTALS**

Drivers must have held a valid drivers' licence (if you hold a UK licence please bring both the paper copy and the photographic identification card) for 1 year and be over **23 years of age**. No age limit in UK. Maximum in Northern Ireland is 79 years up to and not including 80<sup>th</sup> birthday. Additional drivers are charged at £10.00 per day. The daily rate includes unlimited mileage, super theft protection, vehicle licence fee, location service fee and VAT, super collision damage waiver (Super CDW does not cover lost or broken keys, tyres or contamination of fuel) and third party liability. Fuel options, personal accident insurance, delivery & collections, out of hours charges are not included in the daily rate. Baby seats are available on request at a cost of £9.00 per day per hire, and booster seats are £3.00 per day per hire.

A charge of £100 plus tax will be made if the baby seat is not returned and £25.00 plus tax if the booster seat is not returned. All these will be available/payable at the rental desk on pick up. All damage claims and thefts must be reported in accordance with the terms and conditions. All unused portions of the hire will be non-refundable.

**DRIVING ABROAD FEE** (inclusive of North & Southern Ireland) If You wish to take the rental vehicle to North or South of Ireland from the UK You must pay a "Driving Abroad Fee" in advance, which includes RAC Cover to pay for any breakdown costs whilst overseas and VE103B certificate which is mandatory for driving overseas in Hertz Rental Vehicles. Daily cost for the Driving Abroad Fee are available from Us. Please note, there are some countries which vehicles will not be permitted under any circumstances. We can provide you with details of these countries if required.

### **13.2 Conditions for SOUTHERN IRELAND:**

Drivers must have held a valid drivers' licence for 1 year (if You hold a UK licence please bring both the paper copy and the photographic identification card) and be over **30 years of age**. Drivers over the age of 75 years must drive on a regular basis, provide a letter from a doctor to state good health in the past 12 months, and also a letter from their insurance company is required to state that no accidents have occurred in the past 5 years. Please note provisional/learner drivers or seriously endorsed licence holders are not eligible to rent a car (e.g. drink driving disqualification). The daily rate includes unlimited mileage, super collision damage waiver, super theft protection, 3<sup>rd</sup> party insurance & local taxes and location service charges. Fuel options, personal accident insurance, delivery & collections/out of hours charges additional driver charge of €9.50 per day, per driver including tax, are not included in the daily rate. All these will be available/payable at the rental desk on pick up. Baby seats are available on request, at a cost of €40 per day per hire and booster seats at the rate of €15.00 per day per hire. A charge of €100 plus tax will be made if the baby/booster seat is not returned. All damage claims must be reported in accordance with the terms and conditions. One Way Rentals are free of charge between Dublin, Cork & Shannon Airports, all other locations will incur charge (for rentals of less than 3 days). All unused portions of the hire are non-refundable.

### **13.3 Conditions for NORTHERN IRELAND:**

All conditions same as Southern Ireland except: Location Service charge is £23.00 per rental. One way rentals are free of charge between Belfast City & Belfast International Airports, all other locations will incur a charge. All unused portions of the hire are non-refundable.

## **14. TRAVEL INSURANCE**

14.1 We strongly recommend any persons wishing to travel, to arrange Travel Insurance independently. To assist you we would ask that you visit our website at the following page for further information: [www.linksgolfstandrews.com/travel-insurance](http://www.linksgolfstandrews.com/travel-insurance). Alternatively you can visit the following Insurance Companies websites that offer comprehensive world-wide cover: [www.travelexinsurance.com](http://www.travelexinsurance.com) [www.csatravelpro.com](http://www.csatravelpro.com) [www.mondial-assistance.com](http://www.mondial-assistance.com) [www.worldwideinsure.com](http://www.worldwideinsure.com) A number of other companies offering good cover can also be found on the Internet. It is common practice for insurance providers to only accept applications within a few days of making a reservation and paying the deposit for a schedule. It is therefore recommended that insurance should be taken early in the booking process.

## **15. LIABILITY**

15.1 We are liable to You for the proper performance of the obligations contained in the Itinerary, and Conditions irrespective of whether such obligations are to be performed by Us or another Service Provider. However, this shall not affect any remedy or right of action which We have against those Service Providers.

15.2 We are liable to You for any damage caused to You by the failure to perform or improper performance of any of Our obligations under the Itinerary or Conditions except where failure or improper performance is attributable to (a) You; (b) a third party unconnected with the Itinerary, which are unforeseeable or unavoidable; or (c) unusual and unforeseeable circumstances being beyond Our control, the consequence of which could not have been avoided, foreseen or forestalled, even if all due care had been exercised.

15.3 Any liability arising from the non-performance or improper performance of the Itinerary and/or Conditions, except that of Personal Injury or Death, will be limited to £1,000,000.

15.4 In the event You feel that any of the Package is not being supplied in accordance with the Itinerary or Conditions You must, at Your earliest opportunity, communicate this failure in writing to Us at the above address.

## **16. FORCE MAJEURE**

16.1 We will not, together with Our Service Providers, be liable for injury, damage, loss, accident, delay, irregularity, changes or inconvenience caused by, but not limited to, the following: any force majeure health risks, reasons of war, threat of war, riots, civil strife, terrorist activity, or expense to personal property due to act or default of any hotel, carrier or any other company or person providing or rendering of the Itinerary.

16.2 We will not, together with the Service Providers, accept responsibility for any sickness, pilferage, labour disputes, machinery breakdown, government restraints, weather condition, defect in any vehicle or transportation or for any misadventure or casualty or any other causes beyond Our control.

## **17. VALUE ADDED TAX (United Kingdom Government Tax)**

17.1 The current rate of 20% is included in all Packages but is subject to change, if necessitated by Government Ruling without prior notification.

## **18. METHOD OF PAYMENT**

18.1 Payment of the Deposit can be made either by Visa, MasterCard, bank draft or direct into Our bank account (account details available on request). Eurocheques are not accepted. Payment will be made in Pounds Sterling.

18.2 The final balance of the Price may be paid by a cheque drawn on a UK bank, Bank draft or by direct bank transfer. Visa or Mastercard will be accepted but will attract a 3% Credit Card commission charge.

## **19. DATA PROTECTION**

19.1 You shall consent and shall procure the party's on whose behalf You are making the Reservation, consent to his/her details being used for the purpose of the Itinerary as may be required under the Data Protection Act 1988 (as the same may be amended or re-enacted from time to time). We may use the main address of You in relation to the Itinerary and the organisation of the Itinerary.

- 19.2 We undertake that We will not disclose any Personal Information belonging to You without Your prior written consent. We will hold all information about You securely, in accordance with our internal security policy and with UK law. We will hold information about Your transactions with us for administrative and legal reasons, and will not disclose such information to any third party except as expressly set out hereunder or as required by UK law, or for the purposes of UK statutory audit.
- 19.3 We will hold Personal Information about You, including your name, address, phone number, email address, details of Packages You have bought, transaction information (the numbers, amounts and times of payment you have made to us), and billing address details.
- 19.4 We confirm that any Personal Information which You provide to us shall be used to organise and arrange the Itinerary in accordance with your instructions.
- 19.5 You shall allow us to obtain information about You from third parties from time to time including but not limited to your debit or credit card number or credit reports to authenticate Your identity, to validate Your debit or credit card, to obtain debit or credit card authorisation and to authorise transactions. This information will not be made available to third parties for credit assessment purposes.

## **20. ASSIGNATION**

These Conditions shall be binding upon the parties and shall not be capable of novation, assignation or other transfer by You without the prior written consent from Us, which consent should not be unreasonably conditioned, withheld or delayed; provided that in all cases of assignation the assignee effectively undertakes to perform all the obligations of the assignor as though the assignee had been an original party hereto.

## **21. GOVERNING LAW**

These Conditions shall be governed by and construed in accordance with the law of Scotland. Each party irrevocably agree to submit to the exclusive jurisdiction of the Scottish courts over any claim or matter arising under or in connection with these Conditions or the legal relationship established by these Conditions.

### **LINKS GOLF TOURS ST. ANDREWS LTD**

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