



## THE OPEN EXPERIENCES

### 1860 PACKAGE TERMS & CONDITIONS

VERSION: July 2026

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#### INTRODUCTION

Thank you for choosing to travel on one of our official 1860 ticket inclusive travel and accommodation packages.

Please read this document carefully as it sets out the terms of our relationship with you. All of our 1860 Package Terms & Conditions (**Package Terms**) are important. We recommend that you print/keep a copy for your records.

When we dispatch our Booking Confirmation Email to you, this is the stage that your contract forms with us and is binding. If you then choose to cancel your package, the cancellation charges set out in these Package Terms will apply, which can be 100%.

You can make changes to your booking in certain circumstances. We make a charge for this. We can change and cancel your booking. We'll pay you compensation in certain circumstances. Please note all communications to our suppliers must be through us and you agree not to contact them directly.

You must not transfer, resell, offer, expose or make available services you purchase from us. For example, you may not offer tickets for sale on an auction website or secondary ticket market website, or split your package and sell each service separately.

We are responsible to you for providing your holiday but there are legal limits. We are a Member of ABTA, membership number V4759. We provide protection for the monies you pay for packages booked with us. We provide this security by way of an ATOL (number 3030) administered by the Civil Aviation Authority and a bond held by ABTA for packages that do not include a flight. If you book arrangements other than a package holiday from us, the financial protection referred to above does not apply.

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#### SPECIAL TERMS

These special terms are specific to The Open Experiences official 1860 ticket inclusive travel and accommodation packages, for The Open Championship, destination of travel and package you have chosen.

##### DATE CHANGES

- (1) We understand that the main reason for your booking is to attend a sporting event. In the event that the scheduled date of the sporting event changes we will adjust any other arrangements included in your booking, where possible. Where the scheduled date of the event changes you agree to the new times and dates and that any such change will not be classed as a significant change.

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## SECTION 1 – HOW TO MAKE YOUR BOOKING

### YOUR BOOKING REQUEST AND OUR BOOKING REQUEST ACKNOWLEDGEMENT

- (1) You may make a booking request online via our website or by returning to us a signed booking request form. After completing your booking request and paying the required deposit (*see Section 3 – Payment*) you should receive a Booking Request Acknowledgement Email from us acknowledging that we have received your booking request. If you have not received a Booking Request Acknowledgement Email from us after submitting your booking request, please contact us (*see Section 18 - Contact*).
- (2) By making a booking request, you promise that you are at least 18 years old. Any booking requests that do not comply with this will be cancelled.

### WHEN YOUR CONTRACT WITH US FORMS

- (3) We will consider your booking request and confirm to you in writing if we accept it. Your contract with us forms and is binding when we dispatch our Booking Confirmation Email to you. If we do not accept your booking request, we will not send you a Booking Confirmation Email and no contract will form. We will contact you if we cannot accept your booking request.
- (4) Confirmation of your booking request for one of our packages is subject to availability and at our sole discretion.

### CHECKING YOUR BOOKING CONFIRMATION EMAIL

- (5) It is your responsibility to check the information detailed in your Booking Confirmation Email is complete and accurate as this is what we will provide. If it is not complete or accurate you must let us know within five working days of receipt, any changes after this time may be subject to administration and/or cancellation charges as set out in *Sections - 4, 5 and 6*.
- (6) It is always possible that, despite our best efforts, the information in your Booking Confirmation Email may be incorrect (for example, an incorrect ticket category has been listed). If we discover an error in your Booking Confirmation Email we will inform you in writing of this error and we will give you the option of:
  - (a) paying any additional fees to continue to purchase the package as incorrectly listed in your Booking Confirmation Email;
  - (b) accepting the correction to the Booking Confirmation Email; or
  - (c) cancelling your package and receiving a full refund.
- (7) We will not proceed until we have your written instructions. If we are unable to contact you within seven days of the discovery of the error using the contact details you have provided, we will treat the package as cancelled, refund all payments made and notify you in writing. Please note that if the error is obvious and unmistakeable and could have reasonably been recognised by you, we do not have to provide the incorrectly stated elements to you at the incorrect price. The provision of the original or incorrectly stated elements are subject to availability at the date the mistake is brought to our attention.

### OFFLINE BOOKINGS PAYMENT

- (8) Payment is required at the time we send you an order form to complete (following your booking request) and we hold your payment until your booking is confirmed. If we do not accept your booking, we will return your payment to you.

### ONLINE BOOKINGS PAYMENT

- (9) Payment is required at the time your booking request is made online and we hold your payment until your booking request is confirmed. If we do not accept your booking request, we will return your payment to you.

### CONDITIONAL BOOKING REQUESTS

- (10) We do not accept booking requests that are conditional on any special requests you have made, unless we confirm this in your Booking Confirmation Email.

### QUOTATIONS

- (11) If we have provided you with a quote it will remain valid for 48 hours unless we say otherwise. If you choose to progress the quote, you must confirm this to us in writing and our acceptance of your booking request is still subject to availability at the time of booking and no contract will form until we issue you with a Booking Confirmation Email.

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## SECTION 2 – YOUR BOOKING

### THE LEAD BOOKER

- (1) You (as the **Lead Booker**) must accept the Package Terms in order to submit a booking request. When you make a booking request, you guarantee that you have the authority to accept all of the Package Terms on behalf of your travelling party (**Group**). You are responsible for ensuring all of your Group comply with the Package Terms.
- (2) The booking contract is made up of these Package Terms and your Booking Confirmation Email and is between us and the Lead Booker. We will only discuss the booking with the Lead Booker, except where we have (at our sole discretion) agreed with the Lead Booker to discuss the booking with a named third party and have received from the Lead Booker written authorisation confirming the named third party's details. The Lead Booker promises that they have the authority to make, amend and/ or cancel the booking on behalf of the Group and each Party Member.
- (3) The Lead Booker shall be liable for:
- (a) the full payment of any deposits and balances;
  - (b) the payment of any amendment fees or cancellation charges;
  - (c) confirming the details all the persons named in the booking to us;
  - (d) passing on to all persons in the booking any and all information issued by us including, without limitation, these booking conditions; and
  - (e) the conduct of the persons in the booking (see Section 13 Your Obligations, Section 14 If Thing's Don't Go Quite Right and Section 20 Customer Code of Conduct).

### IF THE LEAD BOOKER IS NOT TRAVELLING

- (4) If the Lead Booker submits the booking request but will not be part of the Group then the person listed as Party Member 1 will become the Lead Party Member. If there is no person listed as Party Member 1, the Lead Booker will receive all correspondence in respect of the booking and will be the main contact for the booking, unless you tell us otherwise in writing. The contract will remain with the Lead Booker.
- (5) When the Group is travelling, the Lead Party Member will be the main contact for the Group and will receive all travel information.

### YOUR INFORMATION

- (6) You are responsible for promptly informing us should any of the personal information provided for your booking change (for example a change of correspondence address or change of name). We will not be responsible or liable for any losses occurring due to incorrect or out of date information provided by you or your Group.
- (7) Should any of your information change, for example your passport information or name changes, you may be charged by the relevant service provider in addition to our administrative charges.

### STATUS

- (8) Your booking request is for the accommodation/travel services you have selected and may include official tickets or hospitality passes (Tickets) for the event). We call this your "package" and will confirm these details to you in writing in a Booking Confirmation Email when your booking request is accepted.
- (9) The content, duration and particulars of a package may vary from the date of publication of a quote, brochure, marketing material or content on our website to when your booking is confirmed. You should check if your package has changed prior to making your booking request.

### THE TERMS & CONDITIONS OF YOUR BOOKING

- (10) We reserve the right to alter these Package Terms from time to time in accordance with changes to legislation, regulations and ABTA Guidelines and Code of Conduct.

### TRAVELLING WITH CHILDREN

- (11) Children under the age of 18 will be refused travel unless each child is accompanied by a parent or guardian. Please contact us if you are planning to travel with children to discuss arrangements (*see Section 7 – General Travel Information*).

### ADDITIONAL PRODUCTS AND SERVICES

- (12) Your package includes those products and services confirmed to you in the Booking Confirmation Email. If you purchase additional, upgrades, products and services they do not form part of your package and will be governed by separate terms and conditions. Please note that a third party's terms and conditions may change from the time of booking their products or services. Unless you book and pay for additional products and services through us we are not responsible for them.

- (13) We do not guarantee that any optional additional service or product mentioned in our brochures, on our websites or elsewhere will be available to book during your holiday and/or will operate as advertised as these services are not under our control. They may not be available for various reasons and are strictly subject to availability. Any prices given in advance are indicative only. We will not be liable if you cannot, for whatever reason, book any such additional product or service.

### TRANSFERRING YOUR BOOKING

- (14) Your package is not transferable unless we agree otherwise and confirm this in writing. You must not sell, advertise for sale, donate (including charity donations), auction or raffle your package, or any part of it (including the Tickets, entry to special events etc.), to another person, company or organisation. If you breach this obligation the Ticket issuer may cancel your Tickets and we reserve the right to cancel your booking (without liability to you) and retain your money or refuse to transfer your booking. Nothing in this clause is intended to exclude or limit your statutory rights in relation to your package.
- (15) The Lead Booker may transfer the package to another person (**Transferee**) who satisfies all conditions applicable to the package by giving us reasonable notice of the transfer. Any request for transfer must be made in writing by the Lead Booker and the Lead Booker and the Transferee must sign our transfer of booking form.
- (16) Both the Lead Booker and the Transferee will be responsible for paying all costs incurred by us in respect of the transfer (please see *Sections – 4 and 5*) and the Novation charge.
- (17) The closer the transfer request is made to the departure date; the more likely certain travel arrangements may not be transferable and could incur a cancellation charge of up to 100% (for example flight tickets).
- (18) If the flights included in your package have been ticketed before the transfer date, it is highly unlikely that the airlines will be able to transfer the ticket to the Transferee. It is likely that there will be a cancellation charge of 100% of the original flight cost, with the Transferee then having to purchase a new flight (subject to availability).
- (19) The Ticket issuer's Ticket Terms and Conditions will apply to the transfer of the Tickets included in a package over which we have no control. It may not be possible for the Tickets to be transferred as they have been named (for security purposes) or have already been sent out to the Lead Booker before the transfer date.
- (20) We will advise you at the time of your transfer request any difficulties with the transfer, together with the anticipated costs and charges applicable.

### LINKED BOOKINGS

- (21) If you request to link your booking to that of another group, we will only be able to link those services included in your package which are the same as the services in the other group's package. For example, it would not be possible to link tickets (and for the individuals to sit together) where the group's packages contain different categories of tickets.
- (22) A request to link your booking must be made not less than 8 weeks before the date of travel by the Lead Booker of both groups requesting to link their bookings. If only one of the groups Lead Bookers makes a linked booking request, we will not be able to link the bookings.
- (23) It may not always be possible to link bookings even when the same services are included in the group's packages. Where you select to link bookings, any linking is at our discretion, the linked booking request does not form part of your package, and the request is not a term of the contract between us.

## SECTION 3 – PAYMENT

### PAYMENT OF YOUR PACKAGE

- (1) The price of your package must be paid in the following instalments:

| Category | Deposit Payment<br>(% of full booking<br>value) | Secondary Payment                                      | Due Date of Remaining<br>Balance |
|----------|-------------------------------------------------|--------------------------------------------------------|----------------------------------|
| 1860     | 30% of total Price                              | 40% of total price on<br>13 <sup>th</sup> January 2027 | 13 <sup>th</sup> May 2027        |

- (2) We will invoice you for the total amount of your booking with your Booking Confirmation Email and confirm the instalments and payment dates.
- (3) If your booking is made less than 10 weeks before the date of travel you must pay in full.

### NON-REFUNDABLE DEPOSIT

- (4) When you make your booking request you must pay a deposit per person which becomes non-refundable if and when we send you the Booking Confirmation Email.

### PAYMENT METHODS

- (5) You may pay by any payment method we make available to you at the time of payment or as set out on our invoice. Available payment methods will be set out on the relevant payment screen or in the payment documentation.
- (6) When a payment instalment or final balance payment is due, we will either email, text or instant message you in advance of the payment due date with a request for the amount payable and provide you with instructions on how to make payment.
- (7) You must pay us in Pound Sterling unless otherwise stated. You will be responsible for paying all bank and foreign exchange charges as applicable.

### LATE AND NON-PAYMENT

- (8) In the event you are not required to make payment of the deposit at the time of your booking request, should you fail to pay the deposit within 48 hours or such shorter period as we notify to you from the date of making your booking request, we reserve the right to deem your booking request withdrawn and cancelled.
- (9) If for any reason any payments are not received by us by the due dates, we reserve the right to cancel your booking and levy a cancellation charge as though there had been a cancellation and resell the services to a third party without liability to you.

### PRICING

- (10) We reserve the right to alter the prices of any of the packages shown in our brochures or on our website.
- (11) You will be advised of the current price of the package that you wish to book before your contract is confirmed. If there is a pricing error on our website, we will contact you before we confirm your booking.

### WHAT IS NOT INCLUDED IN THE PRICE

- (12) Your Booking Confirmation Email will specify what is included in the price of your package.
- (13) The following are not included in any package price unless specified and you should budget for these expenses accordingly: Visa applications, destination airport departure taxes, early check-in, late check-out, inoculations, transport to and from your UK departure point, insurance, car parking, excursions, gratuities, internet access, excess baggage costs, additional baggage, baggage storage, meals, snacks and beverages. This is not an exhaustive list – if it is not in your Booking Confirmation Email it is not included in your package.
- (14) Certain destinations may impose a tourist tax, city tax or similar local charge. This will not be included in the price of your package, unless specifically stated in your Booking Confirmation Email. You will be responsible for checking and paying any such taxes directly to the accommodation provider or relevant local authority.

### WHO IS RESPONSIBLE FOR PAYMENT?

- (15) The Lead Booker is responsible and liable for payment for all Party Members.
- (16) A third party may make payment on behalf of the Lead Booker; however, the contract remains with the Lead Booker regardless of who has made payment.

### REFUNDS

- (17) If, applicable, refunds will only be made to the payment source from which the payment originated.

### ADDITIONAL NON-REFUNDABLE DEPOSITS

- (18) Additional non-refundable deposits may be required for upgrades and other non-standard products or services you request from us. Such deposits do not form part of the cancellation terms (*see Section 6 - Cancellation*).
- (19) If required, we will write to you to confirm when and how you will have to pay an additional payment.
- (20) These additional payments may become non-refundable in part or full if we have made commitments to suppliers for those services for which we are unable to receive a full refund or are charged a cancellation fee.

## SECTION 4 – CHARGES

### CHARGES

- (1) The total price of the package is inclusive of taxes (except as set out in these Package Terms). Additional costs and charges that you may be required to pay (which are not included in your booking) are set out in this section.

### IMMIGRATION DOCUMENTS AND ASSISTANCE

- (2) The total price of the package does not include immigration documents (for example VISAs, ESTA, eVisitor visa, ETA (electronic travel authority)) or any immigration assistance. You will need to organise and pay for these documents and services. We do not provide any immigration assistance.

### SINGLE ROOM SUPPLEMENT

- (3) Unless stated otherwise in your Booking Confirmation Email all our rates and charges are calculated on the total occupancy of the room being filled by your Group. All bookings for single room occupancy, (which may include a single bed only) or odd number Group bookings (the total number in your Group is lower than the total occupancy of the rooms booked) will be subject to our Single Room Supplement unless we agree otherwise in writing.
- (4) A Single Room Supplement will be applied if you amend your booking and the total number in your Group is lower than the total occupancy of the rooms booked.

*Example: A Group of four booked two twin rooms. The Lead Booker wishes to amend the booking, reducing the Group to three. As the total number in the Group (3) is lower than the total occupancy of the rooms (4), a Single Room Supplement would be applied in addition to the Change to Package (non-flight) Charge.*

### POSTAGE/COURIERS

- (5) If you require postage outside of the United Kingdom (, the package(s) may require customs clearance, which may incur delays, tax and 'duty' (customs charges) as per www.GOV.uk, of which you will be responsible to pay. You promise that you will provide all necessary information in order for us to arrange the delivery and such information will be accurate and provided without delay. You consent to us providing the delivery company with your contact information and any other relevant information for the purposes of arranging postage. We are unable to track or recall packages once they have left the UK.
- (6) We will not send any packages until we have received full payment of your Final Balance.
- (7) We do not guarantee that you will receive one package per booking and items may arrive in multiple packages. We cannot guarantee that all packages will arrive at the same time. Packages may be delivered without the requirement of a signature. All packages included in a booking will be sent to the same address.
- (8) We will not be liable for lost packages, or be required to track or replace any packages or their contents due to incorrect or out of date address information provided by you or your Group.

### DEPARTURE TAXES

- (9) Departure taxes may apply to your package which you will need to pay for separately to your package price.

## SECTION 5 – CHANGES TO YOUR BOOKING

### YOUR REQUEST TO AMEND YOUR BOOKING

- (1) If, after you have received your Booking Confirmation Email, you wish to change your travel arrangements in any way, please contact us to discuss your requirements. Please note changes may not always be possible.
- (2) Any request for changes must be made in writing (which shall include email) by the Lead Booker.
- (3) You will be required to pay the relevant charges (as set out in *Section 4 – Charges*) if we agree to amend your booking, together with any other increase in price or charge as a result of the amendment. We will confirm the charges and costs in advance of making the amendment.
- (4) You should be aware that the closer to the departure date, the more difficult and costly changes are. You should contact us as soon as possible if you want to consider amending your booking.
- (5) Certain travel arrangements cannot be changed after a reservation has been made. Any amendment to those arrangements could incur a cancellation charge of up to 100% and you may be required to pay the cost of the new services.
- (6) In addition to our charges (see *Section 4 – Charges*), suppliers may charge us for making your amendments. If they do, we will pass these charges on to you. Our charges will be payable notwithstanding whether a supplier charges for the amendment to the booking.
- (7) Amendments to products and services that do not form part of your package will be subject to the terms and conditions applicable to those products and services.

### IF WE CHANGE YOUR PACKAGE

- (8) We make arrangements for your package a long time in advance. Given this lead in time we may have to make insignificant changes to your arrangements and we reserve the right to do so at any time. We will advise the Lead Booker of any changes in writing at the earliest possible date.
- (9) If we are constrained by circumstances beyond our control and make a 'major change' to your package or cannot fulfil any special requirements that we have previously accepted, we will inform you as soon as reasonably possible. You will have the choice of either:
- (a) accepting the change of arrangements; or
  - (b) accepting an offer of alternative arrangements of comparable standard from us if available (we will refund any price difference if the alternative is of a lower value); or
  - (c) cancelling your package and receiving a full refund of all monies paid in respect of your package within 14 days of your cancellation.
- (10) We will inform you of any alternative package we are offering, the period within which you must inform us of your decision, and the consequences of failure to respond within this period. If we do not receive a response within two attempts to contact you about this change, we reserve the right to terminate our contract with you and refund all monies paid.
- (11) If you chose option (c) above, we will refund any money you have paid to us and where you are advised of the change within six weeks of departure, we will pay compensation on the following scale:

| Compensation per Party Member     |              |         |         |        |       |
|-----------------------------------|--------------|---------|---------|--------|-------|
| Period Before<br>Departure (days) | More than 42 | 29 - 41 | 15 - 28 | 9 - 14 | 0 - 8 |
|                                   | NIL          | £10     | £15     | £20    | £25   |

A compensation payment discharges all our liabilities to you and by accepting it, you agree to waive any other rights you may have. If we are otherwise required to pay compensation, the amounts above shall apply.

- (12) If the change is not a 'major change' we will not provide any compensation or refund any expenses or other costs incurred and you will not be entitled to cancel free of charge.
- (13) We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unavoidable and extraordinary circumstances. These can include, for example, war, riot, industrial dispute (strikes), terrorist activity and its consequences, natural or nuclear disaster, fire, ash clouds, adverse weather conditions, drought, scheduling changes, epidemics, pandemics and unavoidable technical problems with transport.
- (14) Changes to events, additional services and excursions will be separate to your package and will not require us to pay you compensation.
- (15) A major change before departure includes a change of overall length of your holiday of 12 or more hours on a package of 14 days duration, or 24 or more hours on a package of 21 days duration.

- (16) A major change does not include a change
- (a) of travel service provider;
  - (b) of the type/method of transportation (for example, coach to train, and vice versa);
  - (c) to, or cancellation of, an event you are attending;
  - (d) to venues for an event which you are due to attend;
  - (e) to scheduled dates and times to which we are providing Tickets;
  - (f) to additional elements such as excursions; or
  - (g) of accommodation if the new accommodation is of the same or a higher standard.

## SECTION 6 – CANCELLATION

### IF YOU CANCEL YOUR PACKAGE

- (1) You may cancel your package at any time prior to the start of your trip subject to the cancellation charges set out below.
- (2) A cancellation can only be accepted in writing from the Lead Booker and is only effective from the date it is received in our offices.
- (3) Since we incur costs in cancelling your package arrangements:
  - (a) we will retain all non-refundable deposits you have already paid us; and
  - (b) where the non-refundable deposit you have paid is less than the cancellation charge; you will be required to pay the difference as well as any other costs which we are committed to with our suppliers for your booking that are non-refundable before the date of cancellation.
- (4) The following scale of cancellation charges will apply:

| <i>Time Before Departure (Days)</i>                              | 180+    | 179-90 | 90-60 | 59 or less |
|------------------------------------------------------------------|---------|--------|-------|------------|
| <i>Cancellation charge as a percentage of total package cost</i> | Deposit | 70%    | 80%   | 100%       |

- (5) The cancellation charges or retention set out will be applied regardless of the reason for cancellation. However, if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurer.
- (6) At minimum, your non-refundable deposit(s) and cancellation charges will be retained to cover the costs of the sale to you and subsequent re-sale (if possible). These are a genuine pre-estimate of our losses incurred due to your cancellation and it is irrelevant whether we re-sell your package or not. Please note, if special arrangements have been specifically made for you, the cancellation charges will be higher as our losses will also increase due to the bespoke nature of the special arrangements and the likely impossibility of resale. Please note we are not required to re-sell your cancelled package.
- (7) If you have cancelled your package and you are owed a refund, you will receive this within 14 days after the date we confirm the cancellation.

### CANCELLATION AND UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

- (8) You may cancel your booking without paying cancellation charges if the performance of your package, or the carriage of Party Members to your destination, is significantly affected by unavoidable and extraordinary circumstances at the destination of your package or within its immediate vicinity. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign, Commonwealth & Development Office.

### CANCELLATIONS AND CHANGES FOR NON-REFUNDABLE AMENDMENTS

- (9) When you opt for upgrades, make bespoke travel arrangements or other special arrangements we may commit money on your behalf with the end supplier. Often the end supplier will require us to pay a non-refundable amount to secure these. If you cancel a package and we cannot recover the monies from the end supplier for these arrangements we will charge this amount to you or deduct this from any refund in addition to the cancellation charges set out in the relevant terms applicable to that additional element. Cancellations for events and other additional products or services are dealt with in the relevant additional product or service terms.
- (10) If you are required to pay for any amendment to your package and we require payment for that amendment in full at the time of amendment, that payment will be a non-refundable deposit and the scale of cancellation charges above will not apply.

*Example 1: The package cost for two people is £5,000. The Lead Booker requests an amendment to the flights in the package. The Lead Booker is informed that the amendment is non-refundable and will require payment in full of £2,000 for the flight and £300 administration charge. The Lead Booker has paid £7,000 and a £300 administration charge. 60 days before travel, the Lead Booker wishes to cancel the booking. The Lead Booker will receive £2,500 (being 50% of the package costs). We will retain £4,800 being 50% of the package costs, 100% of the non-refundable amendment and the £300 administration charge.*

*Example 2: The package cost for two people is £5,000. The Lead Booker requests an amendment to the flights in the package. The Lead Booker is informed that the amendment does not require payment in full, however the package cost (and subsequent instalment payments) has increased by of £2,000, totalling £7,000. The Lead Booker pays the £300*

administration charge. 60 days before travel, the Lead Booker wishes to cancel the booking. The Lead Booker will receive £3,500 (being 50% of the package costs). We will retain £3,800 being 50% of the package costs and the £300 administration charge.

#### CANCELLATION OF A PARTY MEMBER ONLY

- (11) If you have made a Group booking and wish to cancel part of the package for a Party Member within your Group but the remainder of the Group still intends to travel, then the cancellation charges will apply as above but in relation to the pro rata total package cost attributed to that Party Member. If this change creates an odd number within your Group then you will have to pay the Single Room Supplement (see *Section 4 – Charges*).

#### NON-USE OF SERVICES

- (12) If you choose not to receive all or part of the services you have booked or you finish your stay or trip part way through you will not be entitled to a refund for the products and services that you do not utilise.

#### IF WE CANCEL YOUR PACKAGE

- (13) We reserve the right to cancel your booking. We will not cancel your travel arrangements after your Final Balance payment, except:
- (a) for unavoidable and extraordinary circumstance;
  - (b) for failure by you to pay any instalment by the due date or the Final Balance; or
  - (c) if you are in serious breach of these Package Terms (for example the Ticket Terms and Conditions or Section 20 Customer Code of Conduct) or
  - (d) if the minimum number required for the booking to go ahead hasn't been reached.

Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

The minimum number required will be provided to you in the quote and as set out in the Booking Confirmation Email, along with the time limit for us to tell you if the booking has to be cancelled.

- (14) If we cancel your package (other than for non-payment of your package instalments or for a serious breach of these Package Terms, for example a breach of *Section 20 - Customer Code of Conduct*), you will have the options set out in Section 5 - *If We Change Your Package*.
- (15) If it is necessary to cancel your travel arrangements, other than for reasons outside of our control or your failure to pay, we will pay to you compensation equivalent to the relevant level set out as follows:

| Number of days before departure we notify you of cancellation | More than 56 days | 55 - 43 days | 42 - 21 days | 20 - 8 days | 7 - 0 days |
|---------------------------------------------------------------|-------------------|--------------|--------------|-------------|------------|
| Amount of compensation per full paying Party Member           | £0                | £10          | £20          | £30         | £40        |

- (16) If we cancel your package because you are in serious breach of these Package Terms (for example the Ticket Terms and Conditions or *Section 20 – Customer Code of Conduct*), the contract with us will terminate immediately and we will have no further responsibility or liability to you.

## SECTION 7 – GENERAL TRAVEL INFORMATION

### ACCESSIBLE TRAVEL & SPECIAL REQUIREMENTS

- (1) Everyone is welcome to travel with us, but we will need to know if you require any assistance, at accommodation, event venues or on travel services, have reduced mobility or have a medical condition that might affect your ability to travel with us.
- (2) Due to the nature of attending sporting events at large venues, there may be considerable walks, queuing, extended travel time, limited space and other practicalities associated with large crowds of people. Distance between parking areas or local transportation and venues may not be known prior to the event. If you have concerns as to whether this is suitable for any of your Group, please contact us.
- (3) Please contact us to discuss your requirements if you believe any Party Member has any medical condition or disability that may affect active participation in the package activities.
- (4) You must let us know about your special requirements when you make your booking request so that we can make arrangements with our suppliers.
- (5) Special requirements are not always possible, are subject to availability and may incur additional charges. If we reasonably feel unable to properly accommodate the special requirements of the person concerned, we reserve the right to inform you of this. You may be required to complete a questionnaire or provide further information promptly on our request.

### FOREIGN, COMMONWEALTH & DEVELOPMENT OFFICE (FCDO) TRAVEL ADVICE

- (6) If you are travelling outside of Great Britain, we advise you to regularly check the FCDO travel advice before you depart. The FCDO provides specific advice about most destinations around the world. This can be viewed at [www.gov.uk/knowbeforeyougo](https://www.gov.uk/knowbeforeyougo).

### PASSPORT, VISA AND HEALTH REQUIREMENTS

- (7) It is the Lead Booker's responsibility to check that the Group:
- (a) are in possession of valid passports and any appropriate visas. You should check passport and visa requirements well in advance, particularly if you are a non-British passport holder (see *Section 4 – Charges*). Any charges, fines etc., that may be levied by authorities in the UK or overseas for non-compliance of regulations in this area will be recharged to the Lead Booker;
  - (b) have checked with a medical professional well in advance of your departure date that you and your Group are fit to travel and which vaccinations or inoculations are advisable for the chosen destination. Please see [www.fitfortravel.nhs.uk](https://www.fitfortravel.nhs.uk) and [www.travelhealthpro.org.uk](https://www.travelhealthpro.org.uk); and
  - (c) have checked the National Travel Health Network and Centre and NHS Choices advice about travelling with medicines and contact the embassy, high commission or consulate of the countries your Group are travelling to if you or your Group need more information. Please see <https://www.gov.uk/guidance/foreign-travel-checklist#before-you-go>.
- (8) Medication and medical equipment may need to be declared in advance to local customs authorities. You may be required to package medication and medical equipment in accordance with local customs and authorities and may be required to present a letter from a doctor or a copy of a prescription to allow you to bring medication or medical equipment into the country. It is your responsibility to check if any such restrictions apply to any medication or medical equipment you intend to travel with.
- (9) Where your flight includes transit through another country, you will be required to comply with that country's entry requirements. Where your travel itinerary includes a stop-over/stay abroad you may need to obtain and pay for a VISA (or equivalent immigration papers prior to departure) (see *Section 4 – Charges*). Please review the [www.gov.uk/knowbeforeyougo](https://www.gov.uk/knowbeforeyougo) for further information on countries' entry requirements.
- (10) We do not accept any responsibility or liability if any Party Member cannot travel because they have not complied with any travel, passport, visa, vaccination, testing or immigration requirements or are not in possession of necessary travel documentation (including, without limitation, vaccination certificates, testing kits and any other required documentation).
- (11) 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 from date of issue, you should check with the Embassy of the country you are visiting.
- (12) Passport, visa and health requirements change on a regular basis and you must therefore continually check and monitor the requirements up to your date of return, both in regard to the countries to which you are travelling to or through, and any requirements on your return to the UK.
- (13) 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 such requirements.

## ARRIVALS

- (14) Customs/border patrol restrict what you can bring into a country on arrival and carry out inspections at the borders. Please review the [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo) for further information on customs requirements.

## TRAVELLING WITH CHILDREN

- (15) You must inform us of any children that are part of your Group. Each travel service provider operates different rules regarding children and you must ensure compliance with these rules.
- (16) It is advised that children travel in a travel seat appropriate to their age. You are responsible for providing and fitting the seat yourself. Whilst a child travel seat is recommended it may not always be possible to fit these on some of transport providers' services.
- (17) Any child travel seat that is left on a vehicle is left at your risk. We shall not have any liability to you for any loss or damage to a child travel seat that was left on a vehicle.
- (18) It may not be possible to make changes to your booking to facilitate traveling with children.
- (19) We and our suppliers are unable to provide travel cots.

## LOST PROPERTY AND LEFT BELONGINGS

- (20) You take luggage and valuables at your own risk and we shall not be liable for any of your personal property being lost, stolen or damaged.
- (21) We are not obliged to return to accommodation, travel services, events or excursions used by the Party Members to collect personal belongings left behind by you or any Party Member. Accommodation, travel, event and excursion providers are not obliged to hold or return lost property. Any assistance with the return of lost property by either us or the providers may incur additional charges.

## COMMUNICABLE DISEASES

- (22) The Entities cannot prevent any Party Members from becoming exposed to, contracting, or spreading communicable disease while attending the event. It is not possible to prevent against the presence of the disease. Therefore, if you choose to travel you are aware and accept that you may be exposing yourself to and/or increasing your risk of contracting or spreading communicable diseases. By accepting these terms and booking a package with event, you and your Group assume the risk to and understand this warning concerning any such communicable diseases. In this regard any Party Member waives the right to bring any claims including for personal injury, death, disease or property losses, or any other loss, including but not limited to claims of negligence and shall not seek damages, whether known or unknown, foreseen or unforeseen relating to any communicable diseases except for death or personal injury where caused by our negligence.
- (23) The total price of the package does not include any additional communicable disease related checks or compliance with additional requirements when using services forming part of your package or upon entry into or exit from countries. It is your responsibility to understand what checks and requirements you will need to enter into the country and you will need to pay for these yourself and we do not provide any assistance.
- (24) We will not be liable to you if you are unable to comply with the entry requirements or are prevented from entry due to failure to comply with any communicable disease related entry requirements

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## SECTION 8 - TRAVEL INSURANCE

### TRAVELLING WITH US

- (1) We consider adequate travel insurance with a reputable insurance company to be essential and as such we make it a condition of our contract with you. Your travel insurance should cover the cost of cancellation, medical expenses, loss of luggage or money, personal liability claims, participation in activities and costs of assistance (including repatriation) in the event of accident, injury, illness (including full Covid-19 cover) or death.
- (2) You promise and undertake on behalf of yourself and each Party Member to:
- (a) arrange travel insurance;
  - (b) not hold us responsible for any costs incurred by any Party Member due to your (or their) failure to take out adequate insurance; and
  - (c) indemnify us for any costs incurred by any Party Member due to your (or each Party Member's) failure to take out adequate insurance.
- (3) Confirmation of the above in no way limits or excludes your statutory rights or limits the legal obligation owed to you where the providers of your holiday/travel arrangements (such as an airline or accommodation provider) are at fault. By booking a travel package with us you agree to the indemnity detailed above and detailed during the booking process.
- (4) Generally, most insurance policies apply limits and exclusions based on the cost of the travel package and your time spent abroad in any one year. It is your responsibility to check that you have adequate cover under your policy.
- (5) In addition, it is your responsibility to make sure there are no exclusion clauses within your policy relating to the activities or excursions to be undertaken during the travel package.
- (6) It is your choice but we recommend that you obtain travel insurance as soon as you can after your booking is confirmed as most travel insurance policies will provide coverage for cancellation and other events prior to your travel date.
- (7) All comments about insurance are intended to be general and not to amount to regulated financial advice or recommendation. If you are in doubt you should speak to your insurance broker/provider.

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## SECTION 9 – INCLUSIONS & EXTRAS

### EVENTS

- (1) If entry into one of our events (physical or virtual) is included in your Booking Confirmation Email we will confirm the details of your attendance and the event inclusions in your final itinerary or event documentation.

### TERMS RELATING TO ALL EVENTS

- (2) We or our service providers may refuse entry or exercise the right of ejection if you or a Party Member are deemed to be behaving inappropriately (including but not limited to aggressive behaviour and drunken behaviour) and/or failing to follow instructions. We or our service providers may refuse entry or exercise the right of rejection to comply with all applicable laws.
- (3) If we are prevented from holding the event for reasons outside of our control then no refund will be payable.
- (4) At our events we may be fortunate to gain privileged access to celebrities, or players who we ask to speak openly and freely to provide you with an enhanced insight and experience. In order to provide an environment where our celebrities, coaches and players feel comfortable to speak freely, we ask you to refrain from recording (audio and/or visual) and/or publicly disseminating any part of our event. Still photography is permitted for physical events only.
- (5) The celebrities, coaches, and players in attendance at an event are at our complete discretion and you acknowledge that those persons advertised as being in attendance at an event may change at short notice. In addition, the date, time and venue and/or virtual platform of an event may change due to reasons outside of our control. We will not be liable for the cost of any arrangements you have made which you no longer require.
- (6) Celebrities, coaches, or players in attendance at the event have the freedom to express their own views and opinions. You acknowledge that the views and opinions expressed are not necessarily a representation of the views and opinions of us or our commercial partners.
- (7) We have no control over the language or experiences expressed by the celebrities, coaches, or players in attendance at the event. Adult language may be used at our events which may not be suitable for children.
- (8) Photographers and film makers will be in attendance at the event and may capture your image. It is a condition of entry/ access into the event that you and your Group consent to use and publication of your image and likeness by us for any purpose we see fit (including marketing purposes).

### ADDITIONAL TERMS RELATING TO PHYSICAL EVENTS

- (9) Your Group will be required to comply with the venue operator's terms of entry which will include policies on acceptable behaviour. If you are unable or choose not to attend the event there is no refund or cash alternative available. Your right to enter the event is not transferable and is at our discretion.
- (10) Transport to and from the event is your own responsibility and is not provided as part of any package unless otherwise stated in your Booking Confirmation Email and/or itinerary.
- (11) Where provided food and drinks are allocated based on the number of attendees, however items may run out. Food and drinks may not be removed from our events.
- (12) Unless stated in your travel documentation there is no reserved seating for you or your Group at our events and seats are given on a first come basis. Although we aim to ensure there is adequate seating, due to the nature of some events you may be required to stand. At the discretion of the organiser some seating may be reserved.

### ENTRY INTO ATTRACTIONS

- (13) If your package includes admission tickets for an attraction, day out, performance or show, such tickets will be subject to the ticket issuer's terms and conditions in addition to the venue's terms of entry.
- (14) Once tickets are sent to you these cannot be replaced if lost, stolen, damaged or defaced after delivery.
- (15) There are no cash refunds available if you do not use your admission tickets.

### OFFICIAL HOSPITALITY

- (16) All Hospitality Tickets are supplied in accordance with The Open Championship Terms & Conditions for Hospitality Services at Events, which can be found using the link below.  
<https://www.theopen.com/tickets-and-hospitality/tickets/terms-conditions>
- (17) A copy of the above Terms and Conditions can also be found Appendix 3. Please note these may differ from the ticket terms and conditions provided on the Ticket issuer's website. In case of any differences, the terms and conditions on the Ticket issuer's website are the most up-to-date and will apply.

### TEE TIMES

- (18) The Golf Course is responsible for delivery of all parts of the Tee Time and you should check what is included (for example golf carts, trolleys, range balls, meals may be extra). It is possible that the timings of your Tee Time may change slightly during the period between booking and the date on which you are due to participate in the Tee Time. In addition, inclement weather, for example lightning, may also result in Tee Time changes or curtailment for which we shall not be responsible, and no refunds will be paid. Should we be able to recover the cost of your Tee Time from the Golf Course, then we will pass the refund onto you.
- (19) A decision as to whether the Tee Time is going ahead (and in what format) is made at the Golf Course's sole discretion. If you decide not to participate in the Tee Time for reasons including but not limited to the weather, you will not receive a refund.
- (20) The Tee Time is provided subject to the Golf Course's rules and regulations (including local rules), dress code, safety requirements, etiquette standards and any reasonable directions or instructions issued by the Golf Course (including by starters, marshals and other Golf Course personnel) from time to time (the "**Course Rules**"). You and your Group must comply with the Course Rules at all times.
- (21) You and your Group must maintain an appropriate pace of play and comply with any pace-of-play requirements notified by the Golf Course.
- (22) You and your Group must be ready to play at the scheduled Tee Time. Late arrival may result in forfeiture of the Tee Time and no refund. Any failure to attend or be ready to play will be treated as a missed tee time, unless the Golf Course (in its discretion) permits otherwise.
- (23) Some Golf Courses may impose a minimum handicap requirement and/or require you to produce evidence of a current handicap. Any such requirements will be determined by the Golf Course and you, and your Group must comply with any such requirements. Our website should specify if any handicap restrictions apply to Tee Times and if you are in any doubt please contact us immediately. If you ignore or do not comply with these requirements, you may be stopped from taking part in the Tee Time on the day by the Golf Course and may not receive a refund.
- (24) Unless explicitly stated in the description of the Tee Time or in your Booking Confirmation Email, the Tee Time will not include travel to and from the Golf Course, food, beverages, clothing or any required equipment.
- (25) Where food is offered at the Golf Course, we cannot always confirm the style of food that will be provided. We are not liable for the Golf Course's ability to cater for specific dietary requirements.
- (26) You and your Group acknowledge that the Tee Time is supplied subject to the Golf Course's terms & conditions, Course Rules and other reasonable directions or instructions it may make from time to time to which you agree. The Golf Course's terms & conditions may be amended from time to time. You will ensure that your Group are aware of and comply with the Golf Course's terms & conditions.
- (27) You and your Group agree not to cause a nuisance to the Golf Course or other third parties. If your Group cause damage or injury to any equipment, property, or any other person whilst participating in the Tee Time you, as the Lead Booker are fully responsible for any money payable as a result. If we have to pay any damages or costs to the Golf Course as a result of your Group causing damage or injury, you agree to pay an equivalent amount to compensate us.
- (28) Some Golf Course's may provide you with the opportunity to purchase additional services, which may include (without limitation) buggies/carts, trolleys, caddies, practice balls, coaching, equipment hire and food and beverage. Unless expressly stated in the Tee Time description or in your Booking Confirmation Email, additional services are not included in the price you pay us for the Tee Time. Any additional services are purchased by you at your discretion and risk and may be subject to separate terms and conditions imposed by the Golf Course and/or the relevant third-party provider.
- (29) Your Group must follow all reasonable instructions of the Golf Course. If in the reasonable opinion of the Golf Course your Group's behaviour or etiquette is disruptive, threatening or abusive, causes or is likely to cause danger, and/or detrimental to or incompatible with the interests, comfort, well-being or harmony of others, the Golf Course may require your Group to withdraw from the Tee Time at any time. In the event of an early withdrawal from the Tee Time no refunds or compensation will be paid to you and we may make a claim against you (as the Lead Booker) for any costs and expenses incurred as a result of your Group's behaviour.
- (30) Should you decide not to take part in the whole Tee Time or leave the Golf Course early you will not be entitled to a refund for any part that you have not experienced.
- (31) You may transfer the Tee Time to another person by giving us reasonable notice of the transfer. Any request for transfer must be made in writing. You must not transfer, resell, offer, expose or make available any Tee Time you purchase from us, except as set out in this clause.
- (32) If you fail to show up to your Tee Time at the required time, you will not receive a refund.
- (33) All personal property (including luggage, electronics, golf clubs and vehicles) that you bring to, use in connection with, or leave at any Tee Time are at your own risk and we shall not be responsible if they are lost, stolen or damaged.
- (34) We will need to know if you require any assistance, have reduced mobility, medical conditions or any dietary requirements. You must let us know about any special requirements when you book your Tee Time so that we can liaise with the Golf

Course and confirm to you the arrangements available. We do not discriminate between who is permitted to play in Tee Times, but the Golf Course may require you to be of a certain age or health for health and safety purposes. Special requirements are not always possible, are subject to availability and may incur additional charges.

- (35) Please contact us to discuss your requirements if you believe any member of your Group has any medical condition or disability that may affect active participation in the Tee Time.
- (36) Walking may be required and course terrain and weather conditions may make play more physically demanding; the availability of golf carts/buggies, trolleys and other facilities (and any associated charges) will be as determined by the Golf Course and may be limited or unavailable. If you have any accessibility or suitability concerns as to whether this is suitable for any of your Group, please contact us.
- (37) In providing the Tee Time, we may need to share personal data with the Golf Course and/or other third parties involved in delivering or administering the Tee Time. When you provide us with personal data relating to your Group, you confirm that you have obtained the necessary consents to do so.
- (38) Your Group will be required to comply with the provider's terms & conditions in order to attend and participate in any Tee Times contained in your package The Lead Booker is responsible for ensuring the Group are aware and comply with the terms & conditions of the provider.
- (39) All Tee Times are allocated in Four-Balls. If your booking is not a group of four you will be paired with other golfers. If this is not possible then a surcharge may be incurred on your booking.

#### **INCLUSIONS AND EXTRAS**

- (40) Any additional inclusions or extras will be subject to the Terms and Conditions of the provider.
- (41) For any additional inclusions or extras that you book that has separate terms and conditions, a separate contract is formed and does not form part of your package. If you book any additional inclusions or extras independently, we are not responsible for the provision of these or for anything that happens during the course of the provision of the services by the provider.

#### **EXCURSIONS**

- (42) Your Group will be required to comply with the excursion provider's terms & conditions in order to attend and participate in any excursions contained in your package. The Lead Booker is responsible for ensuring the Group are aware and comply with the terms & conditions of the excursion provider.
- (43) For any excursion that you book that has separate terms and conditions, a separate contract is formed and does not form part of your package. If you book excursions independently, we are not responsible for the provision of the excursion or for anything that happens during the course of the provision of the services by the excursion operator.
- (44) Children and babies may not be permitted to attend excursions. If they are permitted:

Child prices are not available unless stated in the excursion description/cost summary in which case the following age categories apply:

- |     |         |                 |
|-----|---------|-----------------|
| (a) | Child:  | 4-12 years old  |
| (b) | Junior: | 13-17 years old |
| (c) | Adult:  | 18+ years old   |

There will be no additional charge for a Baby provided they are seated on the lap of a parent/guardian. Please note that baby meals cannot be included and must be supplied by the parent/guardian. Please note that baby feed and change facilities may not be available.

- (45) There may be considerable walks, queuing, extended travel time, limited space and other practicalities associated with the nature of the excursion. If you have concerns as to whether this is suitable for any of your Group, please contact us.
- (46) If you choose to cancel an excursion or you fail to show up at the required time, there will be no refund or cash alternative available. This is because the excursion provider may charge us cancellation fees which we will not be able to recover.
- (47) All personal possessions (for example your mobile phone or camera) taken on excursions are at your own risk and we shall not be responsible if they are lost, stolen or damaged.
- (48) If you book your own excursions independently, either before you depart or whilst you are away we will have no responsibility to you for any such excursions and we do not accept any liability if things go wrong.
- (49) The excursion provider is responsible for delivery of all parts of the excursion (which may include transfers to and from the hotel – if applicable to the relevant excursion) and you should check what is included (for example meals may be extra). It is possible that the content, structure or format of an excursion may change slightly during the period between booking and the date on which you are due to participate in the excursion. In addition, inclement weather may also result in excursion itinerary changes or curtailment for which we shall not be responsible and no refunds will be paid.

- (50) A decision as to whether an excursion is going ahead (and in what format) is made at the excursion provider's sole discretion. If you decide not to participate in an excursion for reasons including but not limited to the weather, you will not receive a refund.
- (51) If any celebrities, coaches, athletes and players are participating in the excursion they are at our complete discretion and you acknowledge that those persons advertised as being in attendance on an excursion may change at short notice. In addition, the date, time and venue of an excursion may change due to reasons outside of our control. We will not be liable for the cost of any arrangements you have made which you no longer require.
- (52) If any celebrities, coaches, athletes or players are in attendance on the excursion they have the freedom to express their own views and opinions. You acknowledge that the views and opinions expressed are not necessarily a representation of the views and opinions of us or our commercial partners.
- (53) We do not discriminate between who is permitted on excursions but the excursion provider may require you to be of a certain age, health, height or weight for health and safety purposes. Our website should specify if any restrictions apply to an excursion and if you are in any doubt please contact us. If you ignore these requirements, you may be stopped from taking part in the excursion on the day by the excursion provider and may not receive a refund.
- (54) Unless explicitly stated in the description of the excursion or in your Confirmation Email, the excursion will not include travel to and from the excursion, food, beverages, clothing or any required equipment.
- (55) Where travel to and from the excursion is included as part of the excursion, pick up and drop off locations will be detailed in your final travel documentation and these will be non-changeable. If you are not at the scheduled departure point on time, the transport will depart without you.
- (56) Where food is included in your excursion we cannot always confirm the style of food that will be provided before the excursion. We are not liable for the excursion provider's ability to cater for specific dietary requirements.
- (57) Seating is allocated as one person per seat. Any accompanying hand luggage must be able to fit under the seat in front of you or in the overhead rack (if applicable).
- (58) You and your Group acknowledges that the excursion is supplied subject to the excursion provider's terms & conditions and other reasonable directions or instructions it may make from time to time to which you agree. The excursion provider's terms & conditions may be amended from time to time.
- (59) You agree not to cause a nuisance to the excursion provider or other participants on your excursion. If you cause damage or injury to any equipment or any other person whilst participating in the excursion you are fully responsible for any money payable as a result. If we have to pay any damages or costs to an excursion provider as a result of you causing damage or injury, you agree to pay an equivalent amount to compensate us.
- (60) You agree to not consume any alcohol or hot food on the excursion transportation. No smoking, including e-cigarettes, is allowed on any excursion transportation we provide, even if the service provider permits it.
- (61) Some excursion providers may provide you with the opportunity to purchase gifts or additional activities, these will be purchased at your discretion and risk and are not included in the cost of your excursion.
- (62) You must follow all reasonable instructions of the excursion provider. If in the reasonable opinion of the excursion provider your behaviour is disruptive, threatening or abusive, causes or likely to cause danger, and/or detrimental to or incompatible with the interests, comfort, well-being or harmony of the group and/or others the excursion provider may require you to withdraw from the excursion at any time. In the event of an early withdrawal from the excursion no refunds or compensation will be paid to you and we may make a claim against you for any costs and expenses incurred as a result of your behaviour.
- (63) Should you decide not to take part in the whole excursion or leave the excursion early you will not be entitled to a refund for any part that you have not experienced.
- (64) We may issue to you an excursion voucher which will be required to take part in the excursion. Once vouchers are provided to you these cannot be replaced if lost, stolen, damaged or defaced after delivery.
- (65) There are no cash refunds available if you do not use your excursion voucher.
- (66) You must not transfer, resell, offer, expose or make available any excursion you purchase from us.
- (67) You and all members of your party participating in or attending an excursion must be adequately insured. It is your responsibility to check whether the activities you will take part in as part of the excursion are included within your travel insurance policy cover.

#### **CONCIERGE SERVICE**

- (68) If your package includes the concierge service, this will be confirmed in your Confirmation Email. The following terms apply to the concierge service.
- (69) The details of the concierge service will be set out in your Confirmation Email, including when and how you can access the concierge service.

- (70) The concierge service will be provided by the concierge service provider, an independent third party and will be subject to the concierge service providers terms and conditions, available on written request. If you decide to use the concierge service, your use will be deemed acceptance of the terms.
- (71) Your Group's use of the concierge service is subject to:
- (a) any allowance as set out in your Confirmation Email or advised to you in writing; or
  - (b) a reasonable usage limit; or
  - (c) an applicable fair usage policy.
- together the "**Usage Limit**".
- (72) If your Group's use of the concierge service exceeds the Usage Limit, you will be responsible for and pay any concierge service excess fees or additional charges incurred beyond the Usage Limit.
- (73) If your Group's use of the concierge service exceeds the Usage Limit, your Group's use of the concierge service may be suspended or ended. In such circumstances, we will not be liable to you and no refund or compensation will be payable by us to you or your Group.
- (74) Through use of the concierge services you will have access to goods and services provided by third-parties ("**Third Party Services**").
- (75) You are responsible for and will pay all amounts due for the Third Party Services, including any deposits, pre-authorisations, cancellation fees, no-show fees, additional charges, taxes and gratuities, as required by the applicable Third Party Service provider.
- (76) You may be required to make payment on account directly to the concierge service provider or directly to the Third Party Service provider.
- (77) Any contract for a Third Party Services is made directly between you (and/or the relevant Party Member) and the relevant Third Party Service provider on the provider's terms and conditions.
- (78) You are responsible for requesting and reviewing the Third Party Service provider's terms and conditions.
- (79) If you have a complaint relating to a Third Party Service it must be raised directly with the relevant Third Party Service provider. We are not responsible for resolving such complaints.
- (80) You acknowledge and agree that Third Party Services are not included in, and do not form part of, your package.
- (81) We do not operate, provide or control any Third Party Services and we do not vet, endorse, supervise or guarantee any Third Party Service provider. Your (and your Group's) use of any Third Party Service is at your own risk.
- (82) We have selected the concierge service provider with reasonable care and skill, but they are entirely in control of the concierge service.
- (83) We shall not be responsible or liable to you or your Group for any Third Party Services including (but not limited to ):
- (a) the acts or omissions of any Third Party Services supplier;
  - (b) the quality, safety or suitability of any Third-Party Services; and/or
  - (c) any loss, damage, cost, expense, claim or dispute arising out of or in connection with any Third Party Services.

#### **SPECIAL REQUIREMENTS AND ACCESSIBLE TRAVEL**

- (84) Please let us know as soon as possible if you have any specific dietary requirements and we will liaise with our suppliers and confirm to you the arrangements available. We are not liable for the supplier's ability to cater for special dietary requirements Any special dietary requests may incur additional charges.
- (85) Please let us know as soon as possible if you require any assistance to travel for example if you require wheelchair access and we will liaise with our suppliers and confirm to you the arrangements available. We will try to meet your special requirements however these are not always possible, are subject to availability and may incur additional charges.

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## SECTION 10 - ACCOMMODATION

### ACCOMMODATION RATING

- (1) If applicable the Ticket category included in your package does not have any correlation to the package and accommodation rating.
- (2) Where possible, star ratings have been provided by the accommodation providers directly and may not correlate to the comparable European ratings.
- (3) You acknowledge that you have been provided with sufficient information to make an assessment as to whether your accommodation is suitable for your needs, irrespective of how we have classified it. You should not rely on our and/or local classification systems to infer facilities and standards of the accommodation.
- (4) All photographs for accommodation used and information provided are for the purposes of illustration only and should not be taken to be literal representations of actual facilities, accommodations or services offered unless otherwise advised. Such information and photographs are provided to us by the accommodation service providers therefore we cannot guarantee their completeness or accuracy.
- (5) Whilst a hotel may have facilities advertised on its own website we are unable to guarantee the availability of these

### ACCOMMODATION TERMS OF OCCUPANCY

- (6) Our accommodation providers will have terms of occupancy that you will be required to accept when you check-in. These are often available on the accommodation provider's website. These may be updated from time to time and you must agree to the terms of occupancy.
- (7) We shall not be responsible to you for any breaches of the terms of occupancy and any subsequent refusal of the accommodation provider to accommodate any Party Member

### ROOM TYPE AND CONFIGURATION

- (8) Your room type and configuration will be specified in your Booking Confirmation Email but you acknowledge that we or an accommodation provider can change this at our/ their discretion and at short notice. As the accommodation provider reserves this right in our contract with them and we do not have control over this we shall not be liable to you for any changes to your room type or configuration that are imposed on us.

### YOUR ACCOMMODATION

- (9) Your accommodation will be listed in your Booking Confirmation Email unless you have booked a package with unnamed accommodation, in which case your accommodation will be confirmed to you prior to departure.
- (10) The following are not included in any package price unless specified and you should budget for these expenses accordingly: early check-in, portage, late check-out, storage charge, any room service, mini bar purchases, internet access, telephone charges, pay-tv services, spa and pool access, parking, food or beverage (unless breakfast is included) or any other service charges. This means your Group must settle all bills for additional purchases before you leave.
- (11) Please note that not all accommodation will have dining areas, 24 hr reception services, bars, room service, Wi-Fi/internet access, spa, fitness and swimming facilities, safes (in rooms or on site for the secure storage of belongings are not a confirmed facility), individually controlled air-conditioning or heating in the room or other services.
- (12) Please note that not all accommodation types will provide cleaning services to rooms on a daily basis., including but not limited to change of towels and toiletry refreshment.
- (13) You acknowledge that we have no control over the design, layout, floor allocation and views of the rooms provided as part of your package therefore we cannot guarantee any specific requests can be met.
- (14) Please note that for Twin/Triple/Quadruple rooms, the additional beds may be camp beds/fold-away beds/ sofa-beds etc.
- (15) You acknowledge that the accommodation provider is likely to operate a relocation policy if the accommodation is oversubscribed or rooms are unexpectedly unavailable. We shall liaise with you and the accommodation provider to manage the relocation but shall not be liable to you or the Party Members if an accommodation provider implements such a policy.
- (16) You acknowledge that accommodation providers have the exclusive right to supply food and drink on their premises and you will procure that the Party Members respect this right and only consume food or drink on the premises that is supplied by the accommodation provider
- (17) While we endeavour to select accommodation in reputable areas, the nature of surrounding businesses may change without notice, and we cannot guarantee the absence of nightlife venues in the vicinity of your accommodation.

### CHECK-IN AND CHECK-OUT

- (18) Our accommodation providers may request you to provide a credit card on check-in for pre-authorisation or providing a cash bond for guaranteeing additional spending.
- (19) Individual check-in and check-out times will be confirmed in your final itinerary or supporting documents. Group check-in times may differ to individual check-in times and those displayed on the accommodation websites.
- (20) We cannot guarantee that all accommodation will be available to check into upon your arrival.

### LOYALTY SCHEMES

- (21) It may not be possible to use loyalty cards or member schemes in connection with the accommodation. Accommodation may not be deemed to be eligible in accordance with the relevant scheme's rules meaning that awards, points or similar may not accrue in connection with the stay.

### BREAKFAST

- (22) Breakfast (if provided) will be confirmed in your Booking Confirmation Email. The format, style and content of breakfast is at the accommodation providers' discretion, as such it may not be a traditional 'English breakfast' or 'continental breakfast' and may be local cuisine and/or may be served in a 'take away' style.
- (23) Breakfast (if provided) will be the standard breakfast supplied by the accommodation provider and as such it will not include the cost of all the items detailed on the breakfast menu.
- (24) Breakfast may be served in a different room to the official breakfast room and the breakfast options may be different to other breakfast offerings at the hotel. Party Members may not be able to access the regular breakfast setting.

### SPECIAL REQUIREMENTS AND ACCESSIBLE TRAVEL

- (25) Please let us know as soon as possible if you have any specific dietary requirements and we will liaise with our suppliers and confirm to you the arrangements available. We are not liable for the supplier's ability to cater for special dietary requirements. We are unable to guarantee that food is not prepared in an area where allergens are present. Please note any special dietary requests may incur additional charges and cannot be guaranteed.
- (26) We cannot guarantee that cooking appliances in self-catering accommodations are allergen-free. Items such as toasters and grills may have been exposed to gluten or other allergens.
- (27) Please let us know as soon as possible if you require any assistance to travel for example if you require wheelchair access and we will liaise with our suppliers and confirm to you the arrangements available. We will try to meet your special requirements however these are not always possible, are subject to availability and may incur additional charges.
- (28) Disabled access routes may be different to the hotels main access routes and may sometimes be through the back of house areas and/or via staff lifts

### USE OF THE ACCOMMODATION

- (29) Accommodation must be used by the Party Members named in your booking. You must not allow other people to stay in your room(s). You are not permitted to change the room names at check-in and any room name change requests must be made to us prior to your date of travel and will incur a package amendment charge (*see Section 4 – Charges*).
- (30) All children under 18 years of age staying at accommodation must be accompanied by an adult and must be supervised by an adult at all times.
- (31) Children under the age of 18 are required to be in the same room as their accompanying adult.
- (32) We are unable to arrange cots for children and/or babies. If you require a cot you will need to provide your own.

### DAMAGE

- (33) You will be responsible for any breakages, damage or other liabilities you or your Group incur or cause during your stay at the accommodation we provide.
- (34) If you or a Party Member fails to pay for damage prior to check-out you shall pay the affected accommodation provider directly for such damage. You shall indemnify us for any costs (including all legal costs), expenses or charges that we incur as a result of you or a Party Member damaging an accommodation provider's property, a room and room contents or the accommodation and for the full amount of any claim made against us by the accommodation provider or any third party as a result.

### REFUSED ENTRY

- (35) If you or any Party Member are refused entry to accommodation, the contract with us will terminate immediately and we will have no further responsibility or liability to you.

## CAR PARKING

- (36) Please let us know as soon as possible if you require car parking facilities at your accommodation. Car parking: is not guaranteed, may incur additional fees, may be on a first come basis and may not be on the site of the accommodation. Car parking is not available at every accommodation.
- (37) If you use car parking facilities at your hotel you accept that cars are parked at your own risk.

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## SECTION 11 – TRAVEL SERVICES

### TRAVEL SERVICE PROVIDER'S CONDITIONS OF CARRIAGE

- (1) All travel services (including all coaching, airport accommodation transfers, metros, trains, travel passes, special event and transfers, provided as part of your package will be subject to the travel service provider's conditions of carriage and luggage restrictions in force from time to time.
- (2) The provider's conditions of carriage may be accessible on the provider's website or can be made available on request. These may be updated from time to time and you must agree to the conditions of carriage to travel and you must comply with any reasonable instructions given by us or the travel service provider.
- (3) We shall not be responsible to you for any breaches of the conditions of carriage and any subsequent fines or penalties and/or refusal of the travel service provider to transport you or any Party Member.
- (4) Travel service operators may use any suitable vehicle to provide the relevant service e.g. National Express may use vehicles of other travel service operators to fulfil the journey and therefore these vehicles may not offer the same facilities.

### USING THE TRAVEL SERVICES

- (5) Further information regarding travel services will be provided to you when available via travel documentation and accommodation information boards or such other method of communication as we notify to you.
- (6) You and your Group will be required to wear seat belts (where provided) at all times whilst in a vehicle forming part of our travel services and follow all our and/or the travel service providers safety instructions.
- (7) We do not permit any alcohol or food to be consumed on a travel service unless permitted by the relevant carrier. No smoking, including e-cigarettes, is allowed on any travel service we provide, even if the travel service provider permits it.
- (8) We do not guarantee that there will be a toilet onboard your travel service.
- (9) You acknowledge that the travel service provider may not offer all drivers to be English-speaking however where deemed necessary an English-speaking driver or rep will be provided but is not guaranteed for every journey. You may not have the same driver throughout your itinerary.
- (10) We may issue you with either travel ticket, e-ticket, locator reference, pass or voucher to evidence an agreement to carry you on the relevant travels service, we call these travel vouchers (Travel Voucher). Travel Vouchers may;
- (a) not be transferred or used by anyone else; and
- (b) only be used on the journey and date set out on the Travel Voucher.

Travel Vouchers that have been damaged, spoiled, defaced or otherwise tampered with will be invalidated and we and/or the travel service provider reserve the right to refuse carriage. Further, we will not be obliged to provide replacement Travel Vouchers should they be lost or stolen. If you decide not to use the Travel Voucher, then you must inform us as soon as possible. We will not provide a refund for travel services that you and/or any Party Member choose not to use.

### DEPARTURE, ARRIVAL AND ROUTES

- (11) Please arrive at least 15 minutes before the scheduled departure times, unless alternative times are stipulated in your travel documentation, for your travel service on both the outbound and inbound journey sectors.
- (12) Our transportation providers will only pick up and drop off at the locations specified in your Booking Confirmation Email and/or final itinerary.
- (13) Seats are not reserved and as such you and your Group may not necessarily be sat together during your journey. Seat reservations/allocations (if provided) may be changed at any time by the transportation provider.
- (14) We are unable to delay departure times and will not be liable to you or a Party Member should you or a Party Member miss a departure time.
- (15) All journey times are approximate. When travelling to events, we leave sufficient time to get there and as such may arrive at an event before the gates open. We shall not be responsible for delays or cancellation in travel services caused by reasons outside of our and/or the travel service provider's direct control. We shall not be liable for the inability to attend all or part of an event.
- (16) You acknowledge that the travel service may not be a direct service to and from your destination and your journey may involve different vehicles and multiple stops.
- (17) You acknowledge that events may run over the scheduled time and that we shall not be liable for any missed transport/connections.
- (18) Your travel service is subject to unscheduled stops, diversions and driver breaks. It is therefore not always possible for journeys to be direct without stops. We cannot always notify you in advance, though we will always endeavour to do so. We cannot guarantee services and facilities at transport breaks and they may be limited.

- (19) You acknowledge that in respect of transport to the events (where provided), the event organisers will operate a transport plan over which we have no control. Accordingly, you acknowledge and will make your Group aware that vehicles may not be able to drop off and/or park where planned and that some walking may be required or that the use of an additional park and ride facility may be required

#### **LUGGAGE**

- (20) Your luggage entitlement will be confirmed in your final itinerary or supporting documents.
- (21) Luggage must not contain any dangerous, illegal or excessively sized items and such luggage will be refused to be carried. You take luggage and valuables at your own risk and we shall not be liable for any of your personal property being lost, stolen or damaged. You must not leave any luggage on transport unattended and must take all luggage with you when disembarking.
- (22) We advise that you do not take any luggage or large bags with you to any event venues Each event venue provides different rules regarding bags and luggage allowed in the stadium. You should check with the event venue prior to taking any bags or luggage with you.

#### **EVENT DAY TRANSFERS**

- (23) Event day transfers are not included in your package unless specified in your Booking Confirmation Email. If they are included, the times and locations of the pick-up and drop off points will follow in your final itinerary, supporting documentation or be displayed on accommodation information boards or such other method of communication as we notify to you.
- (24) You acknowledge that in respect of event transfers (where provided), the event organisers will operate a transport plan over which we have no control, you acknowledge and will make your Group aware that this may include that:
- (a) vehicles may not be able to drop off and/or park in the immediate vicinity of the venue and that some walking or use of an additional park and ride facility (if provided by the event organiser) may be required;
  - (b) drop off points will be designated by the event organisers; and
  - (c) the plan can change with or without notice and may impact on your travel arrangements.
- (25) If the Event to which you are due to attend is cancelled and a transfer was provided as part of your package for the cancelled Event, refunds may be made in accordance with the terms of the transfer provider. Refunds will be made at our sole discretion and if a refund is agreed by us, you will only receive a refund to the extent that we receive a refund from the Transport provider. We may require the travel card to be returned to us to obtain the refund.

#### **REFUSED BOARDING AND DAMAGE**

- (26) We or our travel service provider may refuse boarding or require disembarkation if you or a Party Member are deemed to be behaving inappropriately (including drunken behaviour) and/or failing to follow instructions.
- (27) We shall not be liable to you for the behaviour of other passengers over which we have no control and if you are refused boarding we shall not be liable to you and we shall have no liability to return you to your point of origin.
- (28) You shall be responsible for any damage or soiling caused to our carrier, its equipment or mode of transport by you or your Group and if we get charged for such damage or soiling you agree to repay us for such amount we are charged as a result of your actions.

#### **SPECIAL REQUIREMENTS AND ACCESSIBLE TRAVEL**

- (29) Please let us know as soon as possible if you require any assistance to travel for example if you require wheelchair access or have specific dietary requirements and we will liaise with our suppliers and confirm to you the arrangements available. We will try to meet your special requirements however these are not always possible, are subject to availability and may incur additional charges.

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## **SECTION 12 – TICKETS**

#### **TICKET TERMS & CONDITIONS**

- (1) As part of your package you will be allocated you official Tickets for the event included in your booking. Please note that the official Tickets included in your package will be as stated in the Booking Confirmation Email. Please note that the Tickets included in your package will be the lowest category available unless otherwise stated.
- (2) All Tickets are supplied in accordance with the Ticket issuer's Ticket Terms and Conditions, the latest version can be found at *Appendix 2 – Ticket Terms & Conditions (Ticket Terms and Conditions)*. Please note these may differ from the ticket terms and conditions provided on the Ticket issuer's website. In case of any differences, the terms and conditions on the Ticket issuer's website are the most up-to-date and will apply.
- (3) The Ticket Terms and Conditions will be made available to you at the time of your booking request (if they are available) and if subsequently updated, will be provided to you prior to your departure. You are required to agree to be bound and comply with the Ticket Terms and Conditions. You will also inform anyone in your Group that they are accepting the Ticket Terms and Conditions as part of your package.
- (4) We shall not be responsible to you if your Ticket is cancelled or you are refused entry to, or ejected from, a venue as a result of breaching the Ticket Terms and Conditions.
- (5) The Ticket Issuer reserves the right to request age verification for Junior and Youth ticket holders and to refuse entry if verification of their age is not provided on request. We recommend providing suitable proof of identification, such as a passport or birth certificate.
- (6) Please note that start times shown on the website are indicative and may change, all start times are subject to confirmation and may change for reasons outside of our control.

#### **CANCELLATION OF THE OPEN CHAMPIONSHIP**

- (7) We recommend you check your insurance to make sure that you are covered in the event that The Open Championship is rescheduled, cancelled or postponed.
- (8) Tickets are sold subject to the relevant Ticket Terms and Conditions which may include the Ticket issuer's right to alter or vary the programme due to events or circumstances beyond its reasonable control without being obliged to refund monies or exchange Tickets. If the event to which you are due to attend is cancelled, we will refund you the face value of your Ticket to the extent that we receive a refund from the Ticket issuer. Your package will be unaffected by the event cancellation and we will continue to provide you with the services in your package.

#### **EVENT VENUE**

- (9) Each event venue is unique. There may be restricted views regardless of the category of tickets, for example this could be due to balcony overhang, walls, safety barriers etc. There is also no guarantee of view of digital screens from any location.
- (10) Where available, maps showing categories and/or locations of Tickets are for information purposes only and made available as a guide. The guides are not to scale and are an approximation of where you may be located in the venue. The organiser reserves the right to re-categorise, move or reallocate categories and locations at its sole discretion at any point before, or during the event. We may not be informed of such reorganisations or re-categorisations.
- (11) Weather-related impacts, such as rain, are beyond our control and do not alter ticket category obligations.

#### **ALLOCATIONS**

- (12) Tickets will be allocated from our official allocation. Please note that the organisers determine our allocation and location of ticket categories within the venue over which we have no control.
- (13) Please note that we cannot be held responsible where the position or perceived quality of your seat/location at the event does not meet your personal expectations.

#### **GROUP BOOKINGS**

- (14) If you are booking as a Group, please note that it is not guaranteed that your Group will all be able to sit together in the venue.

#### **TICKET DISTRIBUTION**

- (15) Your Tickets will be distributed to you in a manner that is deemed most appropriate by the Entities, this includes electronic methods of distribution. We will inform you which method of distribution will be used prior to departure but reserve the right to amend this at any time. Once distributed, Tickets are your responsibility and cannot be replaced. It is your responsibility to check your Tickets on receipt and you should contact us as soon as possible if there is a mistake.

### SPECIAL REQUIREMENTS AND ACCESSIBLE TRAVEL

- (16) If you are a wheelchair user and require tickets or you are a customer who requires accessible seating but are not a wheelchair user, you must inform us at the time of making your booking request.
- (17) Please note that accessible seating is very limited and special mobility arrangements at each venue are under the control of the venue operator over whom we have no control.
- (18) Your tickets do not include the supply of a wheelchair or other requirements and as such you must make arrangements for these yourself.

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## SECTION 13 – YOUR OBLIGATIONS

### CONDUCT AND BEHAVIOUR

- (1) We expect you to take responsibility for your own and your Group's actions whilst you are enjoying your package.
- (2) We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking or with us.
- (3) The Lead Booker and any adults or members of staff accompanying the Group shall, at all times ensure that:
  - (a) the Group reaches any departure points on time;
  - (b) all Party Members comply with any and all Covid-19 requirements during the trip;
  - (c) no Party Members smoke or vape in any smoke-free places or behave in any other way which may cause a fire hazard;
  - (d) the Group or any members of the Group comply with all relevant laws.
- (4) We expect all our clients to conduct themselves properly and not behave in any way which causes or is likely to cause danger, offence or upset to any other person; or damage to property; break any law; or that is generally considered unacceptable.
- (5) Any Party Member that behaves this way will be required to leave their transportation, event venue, excursion and/or accommodation and we will have no further responsibility to them including any return travel arrangements. In the event that we consider your behaviour as a breach of these Package Terms (for example *Section 21 – Customer Code of Conduct*) the contract with us will terminate immediately and we will have no further responsibility or liability to you.
- (6) If we ask you or any Party Member to leave because of your behaviour, no refunds will be given and we will not pay any expenses or costs you incur as a result.
- (7) You will be responsible for any damage or loss caused by you or any Party Member during your time away.
- (8) You must make full payment direct to the accommodation or other service supplier in respect of the damage or loss you or your Group have caused. You will also be required to compensate us for any subsequent claims brought against us as a result of your actions.
- (9) You will reimburse us in full and on demand any costs or damages suffered by us as a result of any act or omission of you or any Party Member.

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## SECTION 14 - IF THINGS DON'T GO QUITE RIGHT

### COMPLAINTS

- (1) If you have a complaint about your package or have any problems whilst you are away, please inform one of our representatives or call our 24-hour customer service helpline without undue delay who will endeavour to put this right. If you fail to follow the requirement to report your complaint we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were travelling with us. This may affect your rights under this contract.
- (2) These Package Terms and the laws and applicable standards of the country in which any claim or complaint occurred will be used as the basis for reviewing your complaint.
- (3) If the services which the complaint is in relation to was provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK.
- (4) If your complaint or problem is not resolved whilst you are away please follow this up within 28 days of the end of your holiday by writing to us by email to the email address detailed in Section 18 or by writing to us at Carter Court, 8 Davy Way, Quedgeley, Gloucester GL2 2DE giving your booking reference number and brief details of your complaint. Please keep your letter concise and to the point. It is strongly recommended that you communicate any complaint to us without delay.
- (5) Our Customer Services Team will respond to your written complaint within a reasonable time following an investigation into your complaint. We will correspond with you by primarily via email, but may also contact you via telephone and/or letter in an attempt to resolve your complaint.

### ABTA

- (6) We are a Member of ABTA (The Travel Association, 30 Park Street, London, SE1 9EQ, [www.abta.com](http://www.abta.com)), membership number V4759. Further details are available at [www.abta.com](http://www.abta.com). Details of the financial protection that applies to your booking are set out in Section 15 (Your Financial Peace of Mind).
- (7) 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).

### OUR LIABILITY TO YOU

- (8) It is our responsibility to perform the contract we have with you. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both. Please note it will be for you to show that we have not performed the contract properly and that this has caused you damage or loss.
- (9) Nothing in these Package Terms excludes or intends to exclude our liability for death or personal injury caused by our negligence or our contractual liability to you under The Package Travel and Linked Travel Arrangements Regulations 2018.
- (10) However, we will not be liable where any failure in the performance of the contract is due to:
  - (a) you or a Party Member (*for example if you break a law in the country visited*); or
  - (b) a third party unconnected with the provision of your package or arrangements; or
  - (c) unusual, unavoidable, unforeseeable and extraordinary circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
  - (d) an event which we or our suppliers, even with all due care, could not foresee or forestall.
- (11) For claims for personal injury, illness or death, any payments will only be made if the following conditions are met:
  - (a) you must tell us, and the supplier involved, about your injury or illness while you are travelling with us and you must write to our office about your claim within three months of the date of arriving home. A letter from your doctor, detailing your injury, should also be included;
  - (b) any rights that you have against the supplier or any person, must be transferred to us; and
  - (c) you must agree to fully co-operate with us or our insurers, if we wish to enforce those rights.

You are asked to transfer your rights to us, so that we can claim back from suppliers any payments that we make to you, plus any legal or other costs that are incurred.

- (12) Save for death or personal injury caused by our negligence, our liability to you and your Group for any damage, loss of enjoyment or other loss you suffer shall be limited to a maximum of three times the cost of your package excluding any amendment charges) in total. Our liability will also be limited in accordance with and/or in an identical manner to:
  - (a) the contractual terms of the companies that provide travel services that make up your package. These terms are incorporated into this contract; and
  - (b) any relevant international convention, for example the Montreal Convention (travel by air), the Athens Convention (travel by sea), the Berne Convention (travel by rail) and the Paris Convention (provision of accommodation), which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.
- (13) Where any payment is made by us in regard to a claim, the person(s) receiving it (and their parent or guardian if under 18 years) agrees to:
  - (a) assign to us or our insurers any rights they may have to pursue any third party; and,
  - (b) must provide us and our insurers with all assistance we may reasonably require.
- (14) You can ask for copies of the travel service contractual terms, or the international conventions, from us.
- (15) Personal arrangements including any travel, accommodation, excursions or hospitality which have been arranged by you are at your own risk. We shall not be liable for any loss of enjoyment or wasted expenditure in respect of your personal arrangements.
- (16) If a change is made to your package in accordance with these Package Terms and you subsequently no longer need any personal arrangements you have made, we will not be liable for any costs you incur in respect of those personal arrangements, including (without limitation) costs of cancellation or replacement arrangements.
- (17) Under EU law (Regulation 261/2004) and The Air Passenger Rights and Air Travel Organisers' Licencing (Amendment) (EU Exit) Regulations 2019 you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at UK and EU airports and available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in *Section 6 – Cancellation*.
- (18) If any payments to you are due from us, any payment made to you by the airline and/or other third party suppliers will be deducted from the amount due from us. If your airline does not comply with these rules you should complain to the Aviation Consumer Advocacy Panel [www.caa.co.uk](http://www.caa.co.uk).
- (19) Any and all arrangements you make that are not part of your package supplied by us are your responsibility and are made at your own risk.

### UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

- (20) If it is impossible to ensure your return as agreed in your package due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

### ADDITIONAL ASSISTANCE AND EMERGENCIES

- (21) If you are in difficulty whilst on holiday and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault or caused by your negligence.
- (22) If you or a member of your Group have an emergency while you are away, please contact us on the 24-hour customer service contact number provided to you in your event information pack prior to your departure. We will endeavour to assist you where required to the best of our abilities. If you fail to report your emergency, we will have been deprived of the opportunity to provide any assistance.

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## SECTION 15 - YOUR FINANCIAL PEACE OF MIND

- (1) We appreciate that you are spending a lot of money on your package and want to reassure you that it is financially protected.

### ABTA PROTECTION (PACKAGES WITHOUT FLIGHTS)

- (2) We are a Member of ABTA, membership number V4759. Further details are available at [www.abta.com](http://www.abta.com). We provide full financial protection for our package holidays by way of a bond held by ABTA.
- (3) You agree to accept that in the event of our insolvency ABTA may arrange for the services you have bought to continue, or for a suitable alternative to be provided at the same cost as your original booking. You also agree to accept that in circumstances where the travel service supplier provides the services you have bought, you agree to pay any outstanding sum under your contract with us to that alternative travel service provider. However, you also agree that in some cases the services will not be provided, in which case you will be entitled to make a claim under ABTA's Scheme of Protection (or your payment card issuer where applicable) for a refund of the monies you have paid.

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## SECTION 16 – YOUR INFORMATION AND HOW WE USE IT

### INFORMATION WE REQUIRE FROM YOU

- (1) Capitalised terms in this section shall have the meaning given to them in the Data Protection Act 2018.
- (2) At any time prior to travel and throughout the duration of your trip, we may require additional information from you regarding your Group which will include (without limitation) Advanced Passenger Information (APIS) and merchandise sizing. You agree to provide the information promptly on our request and before any deadline we set. When submitting the information, you will ensure it is true and accurate and consent to us using it for the purposes of performing our contract.
- (3) We collect Personal Data about you and your Group when you make your booking.
- (4) We collect and process your Personal Data in accordance with our Privacy Policy available on request or on our website.
- (5) We will update your Personal Data whenever we can to keep it current, accurate and complete. If any of your Personal Data changes you must provide us with the updated Personal Data at the earliest opportunity.
- (6) We are contractually obliged to share your Personal Data with The R&A for the purpose of (i) fulfilling Tickets and Hospitality and (ii) to enable to The R&A to stage the Event safely and in accordance with all relevant requirements. For information about how The R&A processes your Personal Data, please refer to The R&A's [Privacy Policy](#).
- (7) The Personal Data that we collect from you may be transferred to, and stored at, a destination outside the UK. It may also be processed by staff operating outside the UK who work for us or for one of our suppliers. Such staff may be engaged in, among other things, the fulfilment of your booking request, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing and processing.

### DATA PROTECTION

- (8) By making a booking with us please note that we will be required to Process your Personal Data in the performance of this contract.
- (9) In providing you with your package we will be required to pass your Personal Data on to third parties. This may include travel service and accommodation providers, insurance providers, payment processors, governing bodies and event organisers. For full details about who we pass your Personal Data to please see our Privacy Policy detailed on our website.
- (10) If you have given your consent for us to do so, we will provide you, or permit selected third parties to provide you with information about goods and services that we feel may be of interest to you.
- (11) When you provide us with the Personal Data of your Group you are confirming that you have obtained their consent to do so.

### SPECIAL CATEGORIES OF DATA

- (12) You may provide us with Special Categories of Personal Data including:
- (a) a specific medical condition;
  - (b) specific dietary requirements;
  - (c) a requirement for special assistance; and/or
  - (d) your passport information.
- (13) When you provide us with Special Categories of Personal data you consent to us processing such Personal Data for the purpose of providing you with your package.
- (14) If you have a dietary need, medical condition or disability that can be assisted by selected venue seating, ground transport specifications or specific accommodation requests, we kindly ask that you complete a questionnaire, will be sent to you with your Booking Confirmation.

### MEDIA

- (15) Where it is practical to do so, we will seek the consent of any Party Member who is prominently included in any photos or videos. Consent will not generally be sought from Party Members who only appear in the background and are not identifiable.
- (16) Unless you tell us otherwise, you consent to us using any photographs or video without charge (now and in the future).
- (17) No Party Members will be identified by name.
- (18) You are able to withdraw your consent to any future use of any photos or videos where a Party Member is identifiable by contacting us, via the details contained in Section 18 Contact, and providing notice which states that you are withdrawing your consent.

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## SECTION 17 - SUPPORT

### SUPPORT

- (1) Most of our accommodation is staffed by one of our representatives for a set period of time each day to support you as required, but we do not guarantee this will be the case.
- (2) You acknowledge that we will not supply a tour leader. Our representatives will not be with you for every hour of every day and may not be present on your transportation.

### ESCORTED TOUR (IF AVAILABLE AND APPLICABLE)

- (3) If your tour is confirmed as "Escorted" this means that subject to minimum numbers being reached on the tour you will be accompanied by a member of our staff (or such other representative as we see fit) during key stages of your tour such as arrival to your destination or checking into a new accommodation. It also means that our representatives will be available for a set period of time on days notified to you in advance in your accommodation to support you as required. We will also operate a 24-hour customer service helpline for the duration of your tour, the information of which will be provided to you in your event documentation before you travel.
- (4) Your tour group and any member of our staff assigned to your tour group may change throughout the duration of your tour.
- (5) We know you like to enjoy your own time as well as spending time with your fellow travellers. As such Escorted does not mean that we will supply a tour leader or that our representatives will be with you for every hour of every day or will accompany you on all of your activities or transportation.
- (6) Please note that you may be staying in accommodation and using services with other tour groups and your tour group may be split across different service providers.

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## SECTION 18 - CONTACT

### OUR COMPANY

Your contract is with Mike Burton Travel Limited trading as The Open Experiences of 4th Floor, Broadhurst House, 56 Oxford Street, Manchester M1 6EU. Our Company Number is 02616655.

### OUR EMAIL ADDRESS

[customerservices@TheOpenExperiences.com](mailto:customerservices@TheOpenExperiences.com)

### OUR PHONE NUMBER

0344 7884 085

### OUR WEBSITE

[www.TheOpenExperiences.com](http://www.TheOpenExperiences.com)

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## SECTION 19 – GENERAL

### PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018

- (1) For more information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018:

<https://theopenexperiences.com/terms-and-conditions/>

### NO PARTNERSHIP, AGENCY OR JOINT VENTURE

- (2) If, in making a booking with us, you are making arrangements on behalf of third parties your booking is subject to the condition that, except with our prior written consent, you shall not (nor authorise any third party to):
- (a) make any representation nor give any warranty on our behalf or in our name nor incur or create any expense chargeable to us nor pledge our credit;
  - (b) associate yourself/itself with, nor use nor allow anyone to use our name, logo or trademarks including without limitation in the promotion or advertisement of any product or service;
  - (c) do or allow to be done any act or thing which will harm, misuse, bring into disrepute, impair or otherwise adversely affect our rights and interests (including goodwill) in our name, logo and/or trademarks;
  - (d) hold yourself out to any third party as acting with our authority and/or as our agent or partner;
  - (e) represent that the hospitality, catering, ticket, travel services, site facility and/or any other arrangements provided under this booking are made by you or any person or entity other than us.

and without limitation you acknowledge that the arrangement entered into between us shall not constitute an agency, partnership, or joint venture.

### WEBSITE ACCURACY

- (3) Websites are produced well in advance of the events taking place and there may be occasions when advertised facilities or entertainment is not available during your period of travel, due to bad weather, drought, public utility failure, essential maintenance, cleaning or lack of demand. You should also remember that the general standard of hygiene, public utilities, drainage, plumbing and services in general may not be as sophisticated as in the UK. All information published and displayed on the website, has been compiled from up to date details and we have taken the up most care to ensure fact and accuracy. There may be occasions when an advertised facility is either modified or not available. Such situations may be dictated by local circumstances, necessity for maintenance (swimming pools for example), unplanned emergency maintenance, unsuitable weather, fuel shortage, accidental damage to accommodation or other circumstances totally beyond our control. If we are advised of this we will inform you as soon as possible. The website is issued on our responsibility and does not commit any service providers mentioned therein.

### OUR PROMISES

- (4) We promise you that we have selected our suppliers with reasonable skill and care.

### WAIVER

- (5) Any waiver by us of any right we have under this contract is only effective if we confirm it to you in writing.

### THIRD PARTY RIGHTS

- (6) No one other than the Lead Booker or us may enforce this contract and these Package Terms do not create any right enforceable by any third party except as set out in these Package Terms.

### INTELLECTUAL PROPERTY

- (7) All Trademarks are used under license by us. All such rights are reserved.
- (8) Nothing in these Package Terms permit you to use the package you have purchased to commercially associate yourself with us and/or the events or otherwise use any of the imagery or trademarks we use. You agree not to use the package as a prize or promotion without our prior written consent and acknowledge that breach of this obligation may breach the Ticket Terms & Conditions.

### GOVERNING LAW

- (9) This contract is made on the terms of these Package Terms, which are governed by English Law, and the jurisdiction of the English Courts.

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## SECTION 20 – CUSTOMER CODE OF CONDUCT

### CODE OF CONDUCT

In order for us to provide the best service possible, it is your and each Party Members' responsibility to:

- (a) ensure you read the information provided to you;
- (b) listen to and observe instructions provided to you;
- (c) inform us promptly if you have any issues providing accurate and truthful information;
- (d) at all times conduct yourself in a reasonable manner, including drinking responsibly at our events; and
- (e) treat our staff, our suppliers' staff and other customers with respect.

We will not tolerate:

- (a) written or verbal aggression, obscenity or abuse, including verbal insults, using bad language or swearing;
  - (b) any actual or threat of violence including touching, pushing or shoving;
  - (c) racial abuse or sexual harassment;
- towards our staff, our suppliers or our other customers in any form.

Please see *Section 6 – Cancellation* and *Section 13 Your Obligations* regarding the consequences of your conduct.

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## SECTION 21 – GLOSSARY

|                                             |                                                                                                                                                                                                                                |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Booking Confirmation Email</b>           | The email sent by us to you confirming that your booking request has been accepted by us detailing the services that are included within your package and Party Members' details, of which form part of your contract with us. |
| <b>Booking Request Acknowledgment Email</b> | The email sent by us to you confirming receipt of your booking request.                                                                                                                                                        |
| <b>Entities</b>                             | R&A Championships Limited                                                                                                                                                                                                      |
| <b>Final Balance</b>                        | The remaining monies owed to us by you by the date set out in <i>Section 3(1)</i> .                                                                                                                                            |
| <b>Group</b>                                | All named individuals forming part of your travelling party.                                                                                                                                                                   |
| <b>Golf Course:</b>                         | means the golf course or club providing the Tee Time as appointed by us.                                                                                                                                                       |
| <b>Lead Booker</b>                          | The person making the booking with us.                                                                                                                                                                                         |
| <b>Lead Party Member</b>                    | The Party Member named as the lead contact when the Lead Booker is not travelling as part of the Group.                                                                                                                        |
| <b>Package Terms</b>                        | These terms and conditions, of which form part of your contract with us.                                                                                                                                                       |
| <b>Party Member</b>                         | Each named individual travelling as part of your Group.                                                                                                                                                                        |
| <b>Single Room Supplement</b>               | A charge applied for single room occupancy. <i>See Section 4 – Charges.</i>                                                                                                                                                    |
| <b>Tee Time</b>                             | the Tee Time(s)/ round of golf offered by us to the Lead Booker.                                                                                                                                                               |
| <b>Ticket Terms and Conditions</b>          | The terms and conditions issued by the Ticket issuer. <i>See Appendix 1.</i>                                                                                                                                                   |
| <b>Tickets</b>                              | Official tickets allocated as part of your package.                                                                                                                                                                            |
| <b>Trademarks</b>                           | The nominative, figurative and or semi-figurative Open trade marks owned and/or licensed by R&A Championships Limited                                                                                                          |

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## APPENDIX 1 – TICKET TERMS & CONDITIONS

### TICKET TERMS AND CONDITIONS

- (1) It is a condition of booking with us that you agree to and comply with the relevant tournament's Ticket Terms and Conditions as well as those relating to entry into venues.
- (2) We shall not be responsible to you if your ticket is cancelled or you are refused entry to, or ejected from, a venue as a result of breaching the Ticket Terms and Conditions.

### THE OPEN CHAMPIONSHIP TERMS AND CONDITIONS

- (3) All tickets included in your Package are supplied in accordance with the Ticket Terms and Conditions of the R&A/The Open Championship. By making a booking request you agree to comply with these terms unconditionally. These can be found on the sites listed below.

<https://www.theopen.com/tickets-and-hospitality/tickets/terms-conditions>

- (4) These links may change from time to time. In the event of a broken link, the new Ticket terms and conditions pages will be accessible from the home page of The Open Championship website, or available from us or the R&A on request.
- (5) A copy of the above Terms and Conditions can also be found Appendix 2. Please note these may differ from the ticket terms and conditions provided on the Ticket issuer's website. In case of any differences, the terms and conditions on the Ticket issuer's website are the most up-to-date and will apply.
- (6) Your Tickets will be distributed to you in a manner that is deemed most appropriate by the Entities, this includes electronic methods of distribution. We will inform you which method of distribution will be used prior to departure but reserve the right to amend this at any time. Once distributed, Tickets are your responsibility and cannot be replaced if lost, stolen or damaged.

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## APPENDIX 2– THE 155TH OPEN TICKET TERMS & CONDITIONS

### IMPORTANT SUMMARY INFORMATION

It is important that you read and understand these Ticket Terms and Conditions (these "Terms"), which relate to your tickets for The 155th Open at the Old Course, St Andrews ("The Open"). By attending The Open you will be deemed to have accepted these Terms.

In particular, we want to draw your attention to the following:

#### Availability

All ticket types, including "Kids Go Free" Junior Tickets are subject to availability, and cannot be issued once a day has sold out (see Section A for further details on buying your tickets).

#### Refunds

You may be entitled to a refund or partial refund if: (i) The Open is cancelled or postponed prior to its commencement; (ii) play is cancelled or suspended during your visit to The Open; (iii) The Open is staged behind closed doors; (iv) The Open is staged with reduced spectator numbers; or (v) you change your mind within 48 hours of your purchase (provided this is before 10 July 2027 and your ticket has not been purchased from the Resale Platform). Tickets are non-refundable in all other circumstances (see Section B for further details on refunds).

#### No Resale of Tickets

It is important to us that as many tickets as possible for The Open are sold at a price that is affordable to a greater number of consumers and we are concerned about the inflated prices that tickets can be sold for on the secondary ticket market. The resale of tickets is therefore prohibited except in limited circumstances. This means that if you sell your ticket to someone else for commercial gain or at a higher price than face value, or advertise it for sale, other than as permitted under these Terms or otherwise with our permission, we may cancel or void that ticket and other tickets purchased by you (see Section F for further details on using your tickets). This includes tickets being bundled with other goods or services (e.g. accommodation, travel, hospitality, golf tee times) and selling on without the permission of The R&A.

Where you are no longer able to use your tickets, you may be able to advertise for sale and resell your tickets via the official Ticket Resale Platform, details of which will be provided by The R&A in advance of The Open (the "Resale Platform").

#### Re-Admission

Our re-admission policy will be communicated to ticket holders prior to The Open. We reserve the right to update our re-admission policy at any time.

#### Health and Safety

We reserve the right to impose health and safety related protocols which spectators must comply with while attending The Open that we consider appropriate or that we might be required to implement Any spectators who refuse or fail to comply with such conditions may have their tickets cancelled, be refused entry or removed from The Open.

#### Ancillary Events

The R&A may arrange additional activities, exhibitions, appearances or entertainment during The Open, such as the Last-Chance Qualifier and Heroes Classic ("Ancillary Events"). We reserve the right to cancel, reschedule, or alter the format, timing and/or duration of any Ancillary Event at our sole discretion, and we do not make any guarantee that any Ancillary Event will take place or that any particular individual will attend or participate. Accordingly, no refund shall be due in the event of the cancellation, rescheduling or alteration of any Ancillary Event.

#### Spectator Code of Conduct

All spectators are required to comply with any Spectator Code of Conduct set by The R&A from time to time while attending The Open. The Spectator Code of Conduct will be made available on our Website and within the App to all ticket holders in advance of The Open.

### DETAILED TERMS AND CONDITIONS

These Terms set out the terms and conditions that apply between (i) you as a purchaser of tickets for The Open and, where you are not the purchaser of tickets for The Open, to you as a holder of a ticket for The Open (referred to as "you" or "your") and (ii) us, R&A Championships Limited, a company registered in Scotland under company number SC247047 and having its registered office at Beach House, Golf Place, St Andrews, Fife KY16 9JA ("The R&A", "we", "our" or "us").

## SECTION 1: TERMS AND CONDITIONS OF PURCHASE

### A. Buying Tickets

1. In the first instance, tickets will be available for purchase by entering the official Ticket Ballot for The Open (the "Ticket Ballot"). Please note that tickets are subject to availability and entry into the Ticket Ballot does not guarantee that you will be allocated tickets.

2. A limited number of tickets may be available for purchase from an authorised provider who we have authorised to sell tickets for The Open outwith the Ticket Ballot. Please note that The R&A has no control over other package elements which may be offered by authorised providers, including, for example, travel, accommodation and golf tee times.

3. Following the closure of the Ticket Ballot, if surplus tickets are available, tickets may be purchased:

- a) on our website ([www.theopen.com](http://www.theopen.com)) ("Website");
- b) by telephone (see paragraph 1.6 for contact details);
- c) on the Resale Platform; or
- d) through any other sale or transfer mechanism authorised in writing by The R&A.

4. We offer three categories of ticket based on age. These categories and the eligibility requirements for these tickets are as follows:

| Ticket Category                         | Eligibility                                                                   |
|-----------------------------------------|-------------------------------------------------------------------------------|
| Adult                                   | 25 years of age or over on 10 July 2027                                       |
| Youth (16-24 years)<br>July 2027        | The ticket holder must be aged between 16 and 24 years of age on 10 July 2027 |
| "Kids Go Free" Junior (under 16 years). | The ticket holder must be under 16 years of age on 10 July 2027               |

#### Adult and Youth Tickets

5. The maximum number of Daily Adult and/or Youth tickets that can be purchased by you (regardless of the method of purchase) is 4 per day of The Open. For example, you may order 4 tickets for Saturday and 4 tickets for Sunday in a single transaction, but once you hold 4 tickets for any given day of The Open, your maximum limit has been reached.

6. Weekly tickets are not available for purchase by members of the public except in limited circumstances. Where Weekly tickets are made available by The R&A, the maximum number of Weekly tickets that can be purchased by you (regardless of the method of purchase) will be decided by The R&A in its sole and absolute discretion.

7. Requests for more than the maximum number of tickets stated above or otherwise specified by The R&A (for example, for a school trip or golf development group visit) can be made by contacting The Open Ticket Office on +44 (0)1334 460010 or [tickets@theopen.com](mailto:tickets@theopen.com).

#### "Kids Go Free" Junior Tickets

8. Children under 16 years of age on 10 July 2027 cannot attend The Open unless accompanied by a responsible adult over the age of 18 who holds a valid course admission ticket (Adult or Youth (16-24 years)). All children under 16 years of age on the above date must hold a "Kids Go Free" Junior Ticket to attend The Open. Please note that "Kids Go Free" Junior Tickets may not be listed for sale on the Resale Platform.

9. Requests for "Kids Go Free" Junior Tickets can be made: (i) via the Ticket Ballot application process; or (ii) in any sales period following closure of the Ticket Ballot (in the event that "Kids Go Free" Junior tickets are still available). Please be aware that "Kids Go Free" Junior tickets will count towards your maximum allocation of 4 tickets per day of The Open and will be subject to a maximum of 3 per accompanying adult, being a person who holds a valid course admission ticket (Adult or Youth (16-24 years)) or who is applying for or purchasing such a Ticket at the same time as requesting the "Kids Go Free" Junior Ticket. That adult must accompany the Junior while in attendance at The Open.

#### Mobile Tickets

10. All tickets will be issued digitally through a mobile app, details of which will be confirmed by The R&A to ticket holders prior to The Open (the "App").

11. All ticket holders are encouraged to have their own mobile ticket on their own device for security purposes and to speed up entry on arrival. Where you purchase and/or are allocated any ticket(s) which are for use by other people, you will be able to transfer the ticket to each person who will be attending The Open using the App following your receipt of the ticket(s). Depending on your ticket type, your ability to transfer tickets may be restricted or limited to a maximum number of transfers.

12. If you do not have a mobile device that is compatible with the App or if you have any questions in relation to mobile tickets, please visit our Website for more information or contact The Open Ticket Office on +44 (0)1334 460010 or [tickets@theopen.com](mailto:tickets@theopen.com).

#### General

13. Where you are the purchaser of tickets, your purchase of tickets will be completed when we deliver the tickets to you.

14. In most cases this will be via the App (to your mobile phone). In limited circumstances this may be in person (for example, by handing out tickets at the entry gate to ticket holders who do not own a mobile device that is compatible with the App).

15. The R&A reserves the right to choose to accept or reject your order whether for all or any number of the tickets requested. In the case of an order being rejected in whole or in part, you will be notified as soon as reasonably practicable. Such notification may not be received until we have had an opportunity to complete all pre-despatch ticket checks. Our failure to notify you of the rejection of your order in whole or in part does not mean that your order has been accepted.

16. The R&A will accept no responsibility for, or offer any refunds for, loss arising as a result of any incorrect information provided by you at the time of purchase, unless this is due to our error.

17. If tickets ordered by you become unavailable for any reason then you will be informed of this by The R&A. The R&A reserves the right to complete the transaction by issuing part of the total order, or to cancel it completely. In either event, you will be refunded for any ticket(s) ordered but not received and this will be the only liability that we have to you.

### B. Refunds

#### Cancellation of your order

1. If, after you have placed your order, you wish to withdraw or cancel your order then you may do so by informing us no later than 48 hours after your purchase. The right to cancel tickets set out in this paragraph B.1 must be exercised no later than 10 July 2027 and does not apply to any tickets purchased on the Resale Platform. You will not be entitled to cancel your order or be entitled to a refund after 10 July 2027. If you withdraw or cancel your order within these timeframes, we shall reimburse the payment made by you within 30 days of receiving: (i) your notification that you wish to cancel your order, and (ii) where ticket(s) have been despatched to you, the unused ticket(s). Return of the ticket(s) to us is at your own cost and you will be responsible for the returned ticket(s) during transit.

#### Suspended Play or Cancellation during The Open

2. Daily tickets: If The Open is cancelled after its commencement or play on the day(s) to which your ticket relates is suspended, you shall be entitled to a refund of the cost of the ticket(s) based on the following criteria:

| Total Hours Course Available for Play | Refund Due                                       |
|---------------------------------------|--------------------------------------------------|
| Zero =                                | 100% refund in respect of that day's ticket cost |
| Less than 5 hours =                   | 50% refund in respect of that day's ticket cost  |

3. If the course is open and available for play for 5 hours or more on a day, no refund shall be due in respect of that day. In calculating the number of hours the course is open and available for play on a particular day, each day will be considered to have commenced when play begins that day, and will end when play finishes for the day.

4. Refunds due to cancellation or suspension of play do not apply to Weekly tickets or car parking.

5. For the purpose of calculating refunds under paragraph B.2 above, the number of hours the course is open and available for play will be timed by The R&A Rules Department and its decision shall be final. Information on this decision will be published on our Website.

6. The right to a refund set out in paragraph B.2 must be exercised no later than four months after the last day of The Open. You will not be entitled to a refund after that date.

#### Postponement prior to The Open

7. In the event The Open is postponed prior to its commencement and such postponement results in The 155th Open being held at St Andrews at a later date than scheduled, The R&A will honour tickets for the re-scheduled dates of The Open. If you do not wish to attend The Open on such re-scheduled dates you must notify The R&A in writing of that fact as soon as possible. Upon receipt of such notification, The R&A may elect at its sole discretion to refund you for the cost of your ticket(s). Refunds will be available in accordance with the refund process communicated by The R&A following the date of postponement.

#### Cancellation prior to The Open and Staging Behind Closed Doors

8. In the event The Open is cancelled prior to its commencement and such cancellation results in The 155th Open being held at a venue other than St Andrews, or in the event that The Open is staged at St Andrews behind closed doors with no public attendance, you will be entitled to a full refund for the cost of your ticket(s).

Refunds will be available in accordance with the refund process communicated by The R&A following the date of cancellation or our decision to stage The Open behind closed doors, as appropriate.

#### Reduced Spectator Numbers

9. In the event that, due to health and safety reasons, we can only admit a limited number of spectators to The Open, The R&A may cancel your ticket(s). If we cancel your ticket(s) in such circumstances, you will be entitled to a full refund for the cost of

your ticket(s) in accordance with the refund process communicated by The R&A following the date of our decision. The R&A has absolute and sole discretion as to which tickets to cancel in a reduced capacity scenario.

#### General

10. You have no rights in the event of cancellation or postponement of The Open, or suspension of play, or in the event that The Open is staged behind closed doors or with reduced spectator numbers other than a refund for the ticket(s) calculated in accordance with paragraph B.2 or payable pursuant to paragraphs B.7, B.8 or B.9. If you purchase a Daily ticket for play on a Sunday, this does not guarantee that Sunday's play will be the final round of The Open. For the avoidance of doubt, no refund shall be due in respect of any Ancillary Event, except where you are otherwise entitled to a refund in respect of The Open as set out in this paragraph B.10.

11. Refund requests must be received by the deadline date specified by The R&A in communications issued to ticket holders during the refund process. Please note that any tickets bought through an authorised provider must be returned to relevant authorised provider, rather than to The R&A.

12. The R&A shall retain ownership of all tickets issued to you under these Terms, and your tickets may be recalled by The R&A at any time. Where such a recall takes place, The R&A will issue a full refund to you or provide replacement tickets.

#### C. Payment

1. Prices quoted are in Pounds Sterling and are inclusive of applicable VAT (VAT Registration Number: 827 8424 04).

2. Payment in full must be made prior to despatch of the ticket(s) in accordance with paragraph C.3 below.

3. We will process an order where payment is made using Mastercard® or Visa®. We will also accept BACS Transfers for telephone sales where the value of your total order exceeds £2,500. If your payment is rejected, then we will notify you and your order will not be fulfilled and we have the discretion not to fulfil or process any other order received from you.

4. If you use a Mastercard® to purchase your Weekly or Daily tickets, you will receive a £5 reduction on the total value of the transaction. This offer is subject to the following conditions:-

- a) This offer is limited to a single transaction per card holder and does not apply to orders for more than the maximum number of tickets specified in paragraphs A.3 and A.4;
- b) You must be 18 years of age or over to qualify;
- c) No cash or credit is available as an alternative;
- d) You must enter the relevant promotional code in order to redeem the offer;
- e) This offer cannot be used in conjunction with any other offer; and
- f) This offer is subject to availability and we can withdraw it at any time.

5. The R&A shall not be responsible for any exchange rates, fees or charges levied by your bank or payment card provider.

6. When placing your ticket order online or over the phone, you must take the following positive action in order to benefit from this discount:

- a) For online sales: follow the online instructions (i.e. enter the correct offer code as part of the payment process).
- b) For telephone sales: state that you would like to pay with a Mastercard® before the card details are provided.

## SECTION 2: GENERAL TERMS AND CONDITIONS

#### D. Our Liability to You

1. If we are in breach of these Terms, we will not be responsible for any losses that you suffer as a result, unless the losses are a foreseeable consequence of the breach. Loss or damage is foreseeable if either it is obvious that it will happen or where it could be contemplated by you and us at the time you purchased your tickets.

2. The R&A will not be responsible for paying any compensation to you for any loss or damage to property incurred at The Open, unless the loss or damage was suffered as a result of our negligence or other breach of duty.

3. Nothing in these Terms shall limit any rights you may have which are not capable of being lawfully excluded or limited, nor shall these Terms exclude or restrict our liability to you for any death or personal injury resulting from our negligence or breach of duty.

#### E. Your Safety

1. Whilst The R&A is committed to ensuring that proper safety measures are in place to try to prevent injury to spectators, you acknowledge the risk of injury whilst attending The Open, despite such precautions being taken, including the risk of being struck by a golf ball, and you agree that you are assuming all risk and danger arising from your attendance at The Open. The R&A will not be responsible for paying any compensation to you for any injury, illness, loss or damage suffered by you at The Open unless this injury, illness, loss or damage was suffered as a result of our negligence or other breach of duty.

2. You should be alert at all times to the golf being played in your vicinity including the direction of play, any instructions from marshals (e.g. flags advising of the direction in which a player's shot has been struck) and any warnings issued on the course (e.g. a warning shout of "Fore") to try to prevent injury to you.

3. You acknowledge that you are subject to and you agree to comply with the health and safety protocols applicable at The Open, as issued and updated by The R&A and/or its safety advisers prior to and during The Open by email, via the App and/or displayed on our Website.

4. You must at all times follow the instructions of The Open officials, marshals and/or security personnel.

#### F. Use of Tickets

1. The R&A reserves the right to void your ticket(s) if, in the reasonable opinion of The R&A, any ticket purchased by you:-

- a) is to be or has been sold, donated, transferred or in any way disposed of to any person/entity for the purpose of commercial gain or is to be or has been sold at a higher price than its face value, other than as permitted under paragraph A.11 above or via the Resale Platform;
- b) has been purchased for resale along with any other goods or services, e.g. hospitality, travel, accommodation, golf tee times, from a person/entity who is not an authorised provider;
- c) is advertised for sale or transfer; or
- d) is to be or has been used in an unauthorised manner as a prize or in any other manner in a lottery or competition or for any other promotional, advertising or commercial purpose not specifically authorised by The R&A in writing.

2. Unless The R&A has agreed otherwise in writing, any transfer or purported transfer of any ticket by you in any manner set out in paragraph F.1 above shall constitute a breach by you of these Terms. You shall have no right to attend The Open nor be entitled to a refund or any compensation in respect of any ticket(s) voided by The R&A in accordance with paragraph F.1.

3. You may sell your ticket(s) via the Resale Platform in accordance with the terms and conditions of the Resale Platform, save where the ticket(s) have been issued subject to a restriction that they may not be sold on the Resale Platform.

4. Please do not post pictures of your ticket on social networking sites. People may use the details and offer them for sale online to defraud/attempt to defraud third parties into buying them. This may result in ticket holders encountering difficulties when attending The Open.

5. Where The R&A, or its security contractors, have reasonable grounds to suspect that a ticket has been copied, resold by an unauthorised person or company, or has been altered in any way without the consent of The R&A, its security contractors may seize and retain that ticket and may refuse entry to The Open where this is deemed appropriate.

6. If we reasonably believe that you have been involved in fraudulent activity relating to your ticket(s), or that you are attending The Open without a valid ticket or other accreditation, we reserve the right to remove you from The Open and we may pass your details to the police or other relevant authority, who may take further action against you.

7. By attending The Open, you agree to being searched by our security contractors or police officers for health and safety reasons, including to prevent prohibited items being brought in to the venue. We reserve the right to refuse entry to or remove you from The Open if you refuse to be searched. A list of prohibited items will be posted on our Website and at the entry gates. In addition, any item which in the reasonable opinion of The R&A or its security contractors could potentially harm, or cause alarm to, attendees at The Open will not be allowed at The Open.

#### G. Attendance at The Open

1. Mobile phones and personal cameras are permitted at The Open, subject to the following conditions:

- a) no audio recording, video recording or flash photography is permitted at any time;
  - b) still photography is permitted, provided that it does not disrupt play and images are not sold, used or published commercially in any way whatsoever unless expressly authorised by The R&A. Cameras, including mobile phones, may be confiscated if such usage is suspected or found to be taking place;
  - c) all mobile phones must be on "SILENT" mode at all times without the "VIBRATE" option activated; and
  - d) data use (e.g. texting, email and website access) is permitted, however, the device volume must be muted at all times.
- Mobile phones, cameras, other electronic devices, communication devices, audio-visual equipment or radios must not be used to capture, supply or transmit data or other information for any commercial purpose (including, for example, betting or gambling) or assisting for these purposes.

2. Rules governing the use of mobile phones, cameras, video, sound or image recorders, personal digital assistants and other electrical communication devices shall be posted at the entry gates. Your co-operation is greatly appreciated.

3. Use of global positioning systems, including without limitation transponder and/or receiver equipment, or similar positioning, tracking or measurement devices shall not be permitted at The Open.

4. When asking for autographs, you must always respect the players, other spectators, The Open officials, marshals and/or security personnel. Unless the player has given you permission, you must not solicit autographs from players outside of the designated autograph zones. Autographs obtained at The Open must not be used for any commercial purpose.

5. Rules governing pets will be posted on our Website.

6. It will be considered by us to be a breach of these Terms if you have at The Open any objects or clothing bearing commercial identification which The R&A have reason to believe is intended for "ambush marketing" or other unauthorised

promotional purposes. We reserve the right to take appropriate action against anyone that we consider to be involved in "ambush marketing".

7. You agree to comply with any request to remove or cover any item of clothing that may reflect adversely on the image and/or reputation of The R&A or The Open, insult or offend other spectators or players or be viewed as political, hateful, abusive, obscene or illegal, as determined by The R&A in its sole discretion.

8. Where you, through your negligence or intentional or reckless act, cause damage or loss to The R&A or to any property at The Open (including, without limitation, the course or any equipment or facilities), you will be responsible for compensating the person who has suffered the loss or damage.

9. You may be removed from, or refused access to, The Open if, in the reasonable opinion of The R&A, your behaviour is, or could be considered to be dangerous, offensive, a nuisance or annoying to other spectators, players, The Open officials, marshals and/or security personnel. For example, if you appear to be under the influence of alcohol and/or drugs and/or are acting aggressively, or if you fail to obey any conditions of use, posted signs or instructions of The Open officials, marshals and/or security personnel. If you are refused admission to The Open under these circumstances, you will be entitled to a full refund for your ticket. If you are removed from The Open under these circumstances after gaining entry, you will not be entitled to a refund.

10. Ticket Transfers: You must not transfer your Daily ticket to any other person during the course of a day's play. If you hold a Weekly ticket, this may be transferred to another person but only between days, not during the course of a day's play. Nothing in this paragraph G.10 affects your right to transfer tickets in accordance with paragraph A.11 above. Tickets must be retained at all times and provided for inspection by security personnel as required.

#### H. Junior and Youth Tickets

1. We reserve the right to request age verification for Junior and Youth ticket holders and to refuse entry if verification of their age is not provided on request. This also applies to requests for these ticket types at the public Ticket Office at The Open.

2. Where you are the responsible adult accompanying a Junior for the purposes of that child obtaining a "Kids Go Free" Junior ticket and you are the Junior's parent or guardian, you consent to these Terms applying to your child. Where you are the responsible adult accompanying a Junior for the purposes of that child obtaining a "Kids Go Free" Junior ticket and you are not their parent or guardian, you must obtain the consent of the child's parent or guardian for these Terms to apply to such child. In each circumstance, you are responsible for the supervision of that child during The Open and for ensuring that they comply with these Terms.

#### I. General Ticketing Conditions

1. You may not transfer any of your rights under these Terms.

2. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

3. Any personal data provided by you will be used by us in accordance with our Privacy Policy (as amended from time to time), which is available on our Website. If you have any questions or concerns about information we hold about you, please contact us by email at [privacy@randa.org](mailto:privacy@randa.org) or in writing at Data Privacy Manager, The R&A, Beach House, Golf Place, St Andrews, Fife KY16 9JA. For details of your rights regarding your personal data, please see our Privacy Policy. References to "us", "we" and "our" in this paragraph and paragraph I.4 below are to all of the organisations named in our Privacy Policy.

4. In agreeing to these Terms and attending The Open, you consent to being filmed, photographed and recorded for television, radio, webcast and other public broadcast in any medium and/or for any video or DVD as part of the audience and/or, for security purposes, by any CCTV cameras and recordings at The Open. You also agree that we can utilise your image or likeness or the image or likeness of a member of your party in, or incidental to, any photograph or live or recorded television or in any other type of transmission or reproduction, in whole or in part, and that you shall not be entitled to any compensation or credit. This may include use of footage and images for marketing purposes and includes footage and images broadcast or published by The R&A and by third party rights holders. Where you are the responsible adult accompanying a Junior for the purposes of that child obtaining a "Kids Go Free" Junior ticket and you are their parent or guardian, you consent to their images being taken and used in accordance with the provisions of this paragraph. Where you are the responsible adult accompanying a Junior for the purposes of that child obtaining a "Kids Go Free" Junior ticket and you are not their parent or guardian, you must obtain the consent of the child's parent or guardian for the images of such child to be taken and used in accordance with the provisions of this paragraph.

5. The contract between us shall be governed by the laws of Scotland and any disputes relating to that contract shall be decided in the Scottish Courts. If you are resident in the European Union, then as a consumer you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including this paragraph I.5, affects your rights as a consumer to rely on such mandatory provisions of local law.

6. All enquiries should be addressed to: The Open Ticket Office, The R&A, St Andrews, Fife, KY16 9JD, Scotland, UK; Tel: + 44 (0)1334 460010; Email: [tickets@theopen.com](mailto:tickets@theopen.com).

## APPENDIX 3 – The R&A's Terms & Conditions for Hospitality Services at Events

These Terms and Conditions for Hospitality Services at Events (these Terms) set out the terms and conditions that apply between (i) you as a purchaser of Hospitality Passes and Services for the Event and, where you are not the purchaser of Hospitality Passes and Services for the Event, to you as a holder of a Hospitality Pass for the Event (**you** or **your**) and (ii) us, R&A Championships Limited, a company registered in Scotland under company number SC247047 and having its registered office at Beach House, Golf Place, St Andrews, Fife KY16 9JA (The R&A, we, our or us).

### SECTION 1: DEFINITIONS

1. The following expressions have the meanings set out below, unless the context requires otherwise:

**Booking** means the booking for the provision of Hospitality Passes and the Services.

**Booking Form** means a Hospitality booking form for the Event.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Scotland.

**Charges** means the total price for the Hospitality Passes and the Services as notified to the Customer as part of the process of making a Booking.

**Customer** means the purchaser of Hospitality Passes and the Services.

**Event** means the event organised by The R&A to which the Booking relates.

**Event of Force Majeure** means the occurrence of circumstances beyond our reasonable control including, without limitation: (i) blockades, riots, acts of war, acts of terrorism, piracy, destruction of essential equipment by fire, explosion, storm, flood or earthquake; (ii) epidemics, pandemics, health emergencies or similar occurrences; (iii) events of national mourning (iv) failures of, shortages in or a loss of access to equipment, power, supplies, fuel or transport facilities; (v) failure of a third party to provide required consent, exemption or clearance unless caused by the act or omission of The R&A; (vi) failure of a third party to permit reasonable advance access to the Premises or to provide proper and reasonable food preparation amenities unless caused by the act or omission of The R&A; or (vii) failure of a third party to permit access to the Premises unless caused by the act or omission of The R&A (including, for the avoidance of doubt, Guests).

**Guest** means any person attending the Event as part of the Booking.

**Hospitality Passes** means the ticket or pass which entitles you to enter and access the Premises.

**Premises** means the rooms or locations at the Event at which the Services are to be provided.

**Resale Platform** means the official resale platform for The Open.

**Services** Services means the hospitality services at or in the vicinity of the Premises.

**Website** means the websites at the URLs of: (i) [www.theopen.com](http://www.theopen.com) in respect of hospitality for The Open; and (ii) [www.aigwomensopen.com](http://www.aigwomensopen.com) in respect of hospitality for the AIG Women's Open, or such other website(s) as notified to you by The R&A from time to time.

### SECTION 2: TERMS AND CONDITIONS OF PURCHASE

#### Booking Hospitality

1. Subject always to availability, Hospitality can be purchased:

- by submitting a completed Booking Form to The R&A;
- on our Websites;
- from an authorised provider who we have authorised to sell Hospitality Passes and Services for the Event. Please note that The R&A has no control over other package elements which may be offered by any authorised provider, including, for example, travel, accommodation and golf tee times;
- on the Resale Platform; or
- through any other sale or transfer mechanism authorised in writing by The R&A.

2. The Customer's purchase of hospitality will be completed at the point at which The R&A is in receipt of the completed Booking Form or, if the Booking is made on one of our Websites, on payment of the Charges in full. The Hospitality Passes will be delivered to the Customer by post, in person (for example, by handing you your Hospitality Passes at the entry gate), by e-mail or digitally through a mobile app, the details of which shall be confirmed by The R&A prior to the Event.

3. The R&A reserves the right to choose to accept or reject the Customer's order for hospitality. In the case of an order being rejected in whole or in part, the Customer will be notified as soon as reasonably practicable. Our failure to notify you of the rejection of your order in whole or in part does not mean that your order has been accepted.

4. The R&A will accept no responsibility for, or offer any refunds for, loss arising as a result of any incorrect information provided by the Customer at the time of purchase, unless this is due to our error.

### B. Charges and Payment

1. Prices quoted by The R&A are in Pounds Sterling and, unless specified otherwise, are exclusive of applicable VAT (VAT Registration Number: 827 8424 04) and any postage and/or packaging. The Customer will be responsible for paying applicable VAT and any postage and/or packaging.

2. The Charges will be due and payable as set out below, unless otherwise expressly agreed to in writing by The R&A or where you purchase Hospitality through an authorised provider (in which case the payment terms agreed between the Customer and the authorised provider will apply):

a) if the Booking is made by submitting a completed Booking Form to The R&A 90 days or more before the date of the Event, the Charges will be due and payable in full within 3 days from the date of The R&A's invoice, which will be issued to the Customer by The R&A following receipt by The R&A of the Customer's order;

b) if the Booking is made by submitting a completed Booking Form to The R&A less than 90 days before the date of the Event, the Charges will be due and payable in full on receipt of The R&A's invoice, which will be issued to the Customer by The R&A following receipt by The R&A of the Customer's order; or

c) if the Booking is made on one of our Websites, the Charges will be due and payable in full at the time the Booking is made.

3. We will process a Booking where payment is made using MasterCard®, Visa®, Maestro® or BACS Transfer. If the Customer's payment is rejected, then The R&A will notify the Customer and the Customer's order will not be fulfilled and we will have no obligation to fulfil or process any other order received from the Customer. The Customer authorises us to charge to its debit or credit card (where applicable) any Charges which are incurred by the Customer or Guests at the Event and which remain unpaid at the conclusion of the Event.

4. If the Customer fails to make a payment of the Charges in accordance with the payment due dates set out in paragraph B.2 and we do not cancel the Booking under paragraph F.1, we will be entitled to charge interest at the rate of 2% per annum above the base rate for the time being of HSBC until such time as payment is made. The parties acknowledge and agree that the amounts set out in this paragraph represent a substantial remedy in terms of the Late Payment of Commercial Debts (Interest) Act 1998.

5. Where the number of Guests that attend the Event is less than the number of Guests specified in the initial Booking by the Customer, the Customer will be required to pay for the number of Guests specified in such initial Booking.

6. The R&A's prior written approval is required to increase the number of Guests which form part of any Booking as there may be restrictions on the number of Guests that can be accommodated. If, subject to the Customer obtaining such approval from The R&A, the number of Guests that attend the Event is greater than the number of Guests specified in the initial Booking by the Customer then the Customer will pay for the actual number of Guests at the price per Guest agreed with The R&A. If a payment card has been used then the Customer authorises us to charge this amount together with any additional fees or charges for any additional goods or services provided by or on our behalf to you at the Event at your request which are not included in the Charges to the payment card used for the Booking. Alternatively, we may issue an invoice to the Customer following the Event for such additional charges, which will be payable by the Customer within 7 days of the date of such notice.

7. The R&A shall not be responsible for any exchange rates, fees or charges levied by your bank or payment card provider.

### SECTION 3: GENERAL TERMS AND CONDITIONS

#### C. Our Obligations

1. We will perform the Services with all reasonable care and skill in accordance with generally recognised commercial practices and standards in the industry for services substantially similar to the Services and in accordance with all legislation, statutes, regulations and other enactments having the force of law from time to time which are applicable to the provision of the Services.

2. Whilst every reasonable effort will be made to ensure the Services are in accordance with the details set out in the Booking Form or on our Websites or in any marketing materials, we reserve the right in our sole discretion to make any changes to the Services which do not in our reasonable opinion materially affect the quality of the Services.

#### D. Your Obligations

1. You will not hinder or delay or otherwise prevent our performance of the Services and you will provide us with all reasonable assistance and cooperation for us to perform our obligations under these Terms in relation to the Event.

2. You will promptly:

a) provide to us all information which we may reasonably require to enable us to perform the Services; and

b) if you become aware that incorrect or insufficient information has been provided to us, you will provide us with corrected and/or additional information without delay.

3. You will:

- a) obey all reasonable instructions given by our staff at the Event;
  - b) pay the cost of clearing up any unreasonable debris resulting from your acts;
  - c) not damage or deface the Premises in any manner whatsoever nor allow or permit a breach of the law or in any way cause a nuisance or be an infringement of any licence required to provide the Services (for example, relating to the sale of alcohol). Failure to comply with this paragraph will constitute a material breach of these Terms and entitle us to require the offending person to leave the Event immediately;
  - d) not consume any food or drink within the Premises except for that supplied or made available as part of the Services, unless otherwise agreed in writing with us; and
  - e) not introduce or attempt to introduce nor permit the introduction of any signage or other publicity material of any kind into the Event or onto the Premises without our prior written consent, such consent to be obtained no later than 14 days prior to the commencement of the Event. The granting of such consent will be at our sole discretion.
4. Any materials, goods, supplies or other items that you choose to bring to the Premises or which are delivered, held or stored on the Premises on your behalf will be at your sole risk and we will not be liable for any loss or damage howsoever caused to such items. You will immediately provide full details of any such items to us upon request. You will ensure all such items are removed from the Premises no later than the end of the last day of your Booking and in the event any such items are not removed we will arrange for such removal and you will be liable for all of the costs incurred by us in relation to such removal which you will pay in full immediately upon receipt of an invoice from us.

#### **E. Cancellation by the Customer**

1. Any cancellation of a Booking by the Customer must be given by notice in writing to The R&A within 48 hours of making the Booking, in which case The R&A will refund the Charges that have been paid in full (excluding the cost of any postage and packaging). The right to cancel a Booking set out in this paragraph E.1 must be exercised no later than 21 days prior to the first day on which competition golf is played at the Event and does not apply to any Hospitality Pass purchased on the Resale Platform. The Customer will have no right to cancel a Booking or be entitled to a refund after that date.
2. If the Customer cancels the Booking more than 48 hours after making the Booking, The R&A will have no obligation to make any refund to the Customer.
3. Notwithstanding paragraphs E.1 and E.2 above, there may be exceptional circumstances in which The R&A considers that it is appropriate to refund the Customer if the Customer wishes to cancel the Booking. Any such refund will be at the sole discretion of The R&A and may require the Customer to pay a fee to cover any financial charges that may be incurred by The R&A as a result of processing the refund.

#### **F. Cancellation by Us**

1. If the Customer fails to make a payment of the Charges in accordance with the payment due dates set out in paragraph B then The R&A may cancel the Booking.
2. We may cancel a Booking if you become bankrupt or insolvent or enter into liquidation or receivership or are subject to an application for an administration order or suffer an administrative receiver to be appointed in relation to the whole or part of your assets or make a composition with your creditors or suffer any judgment to be executed in relation to any of your property or assets.

#### **G. Refunds**

1. The R&A will have the option to cancel, postpone or alter the timing or duration of the Event at any time if The R&A considers in its sole discretion that it would be appropriate to do so, including (without limitation) due to an Event of Force Majeure.

##### *Cancellation prior to the Event or Behind Closed Doors*

2. In the event of cancellation of the Event prior to its commencement, or in the event that the Event is staged behind closed doors with no hospitality, the Customer will be entitled to a full refund of any Charges that have been paid.

##### *Postponement prior to the Event*

3. In the event of postponement of the Event prior to its commencement, The R&A will honour any Booking made by the Customer for the re-scheduled dates of the Event. If the Customer does not wish to attend the Event on such re-scheduled dates it must notify The R&A in writing of that fact as soon as reasonably practicable. Upon receipt of such notification The R&A may elect, at its sole discretion, to refund the Customer for any Charges that have been paid in full or in part.

##### *Suspended Play or Cancellation during the Event*

4. If the Event is cancelled after its commencement or play on the day(s) to which your Booking relates is suspended, The R&A will have sole discretion regarding any refund that it may make to the Customer. Any refund in such circumstances will be

for a proportion of the cost of the ticket element of the Charges only, taking into account the number of hours the course is open and available for play on the particular affected day(s).

##### *Reduced Spectator Numbers*

5. In the event that, for health and safety reasons, we can only admit a limited number of hospitality guests to the Event, The R&A may cancel the Booking. If The R&A cancels the Booking in such circumstances, the Customer will be entitled to a full refund for any Charges that have been paid. The R&A has absolute and sole discretion as to which Hospitality Passes to cancel in a reduced capacity scenario.

##### *General*

6. You have no rights in the event of cancellation or postponement of the Event, suspension of play, in the event that the Event is staged behind closed doors or with reduced spectator numbers or for any failure by you or your Guests to attend the Event (whether or not due to an Event of Force Majeure) other than, in the case of the Customer, a refund for the Charges pursuant to paragraphs G.2, G.3, G.4 or G.5 above. If you purchase hospitality for the Sunday, this does not guarantee that Sunday's play will be the final round of the Event.

7. Refunds will be available in accordance with the refund process communicated by The R&A and will be processed in Pounds Sterling. If the Booking was paid for using a different currency, the value of the refund may not match what was originally paid due to a difference in the exchange rate on the day that The R&A issues the refund. The GBP value of the Customer's payment and refund will always be the same.

#### **H. Inability to Provide Part of the Services**

If we are unable to supply any part of the Services, we will notify you as soon as reasonably possible. Where it is reasonably practicable to do so, we will replace that part of the Services with one of at least equal standard and value at no additional charge to you. We will seek to agree the details of the replacement Services with you. If it is not reasonably practicable for us to replace that part of the Services then we will refund in full all sums paid by the Customer that relate to that part of the Services (excluding the cost of any postage and packaging). For the avoidance of doubt, the provisions of this paragraph H do not apply to discretionary refunds for the ticket element of the Charges made by The R&A pursuant to paragraphs G.3 or G.4 above.

#### **I. Variations**

If you wish to change the Services after the date that the Booking is made, then you must notify us of that wish in writing as soon as possible. We will notify you if we are able to accommodate these changes and/or if the changes give rise to additional charges. Any changes to a Booking must be confirmed by us in writing and the Customer will pay for any additional charges resulting from the changes to the Booking no later than the date set out on our invoice relating to such charges.

#### **J. Liability**

1. Nothing in these Terms will be interpreted or construed as excluding or limiting the liability of either party for any matter in respect of which it would be illegal or unlawful to do so, including for death or personal injury or fraudulent misrepresentation.
2. Subject to paragraph J.1, our total aggregate liability under or in connection with the Services and/or these Terms for any loss or damage of whatsoever nature and howsoever caused will be limited to the Charges.
3. Subject to paragraph J.1, we will not be liable to you in connection with the Services and/or these Terms for any:
  - a) direct or indirect economic loss of any kind other than as expressly provided for in these Terms;
  - b) direct or indirect loss of profit, business, contracts, opportunities, revenues or anticipated savings or damage to your reputation or goodwill or special loss;
  - c) indirect or consequential loss or damage; or
  - d) loss to the extent it is caused wholly or partly by breach of these Terms by you.
4. In respect of any event that gives rise to a claim under these Terms, you agree to notify us in writing within 14 Business Days of the date of the event giving rise to the claim and giving all details of the claim including any loss or damage and the cost of any loss or damage, or we will not otherwise be liable.

5. You agree that before bringing a claim against us, you will use best endeavours to recover losses, claims, demands or expenses incurred by you from your insurers instead of us and to the extent that you are successful in recovering such sums from your insurers we will not be liable to you.

#### **K. Indemnity**

You will fully indemnify us for any loss of or damage to property at the Premises suffered or incurred by us and any loss or liability arising from any claim made against, or incurred or paid by us (and our expenses in respect of such losses, damages or liabilities) arising from or caused by (whether directly or indirectly) your acts or omissions.

## **L. Force Majeure**

The R&A will not be in breach of these Terms, nor liable for any failure or delay to perform any of its obligations in relation to a Booking due to an Event of Force Majeure.

## **M. Use of Trade Marks and banners**

1. You shall not be permitted to use (whether or not in connection with the Services) any trademarks or other intellectual property rights belonging or licensed to The R&A or any R&A Group Company without the prior written consent of The R&A.
2. You shall not erect any banners, advertisements or the like at or near the Premises or the Event venue without the prior written consent of The R&A.

## **N. Juniors**

1. Children under 16 years of age on the Saturday prior to the first day on which competition golf is played at the Event cannot attend the Event unless accompanied by a responsible adult over the age of 18 who holds a valid Hospitality Pass.
2. Children aged 18 months or over at the time of attendance will require their own valid Hospitality Pass to attend hospitality at the Event.
3. Children under 18 months of age at the time of attendance will require their own valid "Kids Go Free" admission ticket to attend hospitality at the Event. Such tickets must be applied for in writing to The R&A and requests are granted at The R&A's sole discretion.

## **O. Your Safety**

1. Whilst The R&A is committed to ensuring that proper safety measures are in place to try to prevent injury to spectators, you acknowledge the risk of injury whilst attending the Event, despite such precautions being taken, including the risk of being struck by a golf ball, and you agree that you are assuming all risk and danger arising from your attendance at the Event. The R&A will not be responsible for paying any compensation to you for any injury, loss or damage suffered by you at the Event unless this injury, loss or damage was suffered as a result of our negligence or other breach of duty.
2. You should be alert at all times to the golf being played in your vicinity including the direction of play, any instructions from marshals (e.g. flags advising of the direction in which a player's shot has been struck) and any warnings issued on the course (e.g. a warning shout of "Fore") to try to prevent injury to you.
3. The R&A reserves the right to impose health and safety related protocols which spectators must comply with while attending the Event. Any spectators who refuse or fail to comply with such conditions may have their Hospitality Passes cancelled, be refused entry or removed from the Event, and in such circumstances will not be entitled to a refund.
4. You must at all times follow the instructions of the Event officials, marshals and/or security personnel.

## **P. Use of Hospitality Passes**

1. The R&A reserves the right to void your Hospitality Pass(es) if, in the reasonable opinion of The R&A, any Hospitality Pass in your name:
  - a) is to be or has been sold, donated, transferred or in any way disposed of to any person/entity for the purpose of commercial gain or is to be or has been sold at a higher price than its face value, other than as permitted via the Resale Platform;
  - b) has been purchased or obtained from a person/entity who is not an authorised provider;
  - c) is advertised for sale or transfer; or
  - d) is to be or has been used in an unauthorised manner as a prize or in any other manner in a lottery or competition or for any other promotional, advertising or commercial purpose not specifically authorised by The R&A in writing.
2. Unless The R&A has agreed otherwise in writing, any transfer or purported transfer of any Hospitality Pass by you in any manner set out in paragraph P.1 above shall constitute a breach by you of these Terms. You shall have no right to attend the Event nor be entitled to a refund or any compensation in respect of any Hospitality Pass(es) voided by The R&A in accordance with paragraph P.1.
3. The Customer may be able to sell Hospitality Pass(es) on the Resale Platform, depending on the Services to be provided under their Booking. The Customer should check the terms and conditions of the Resale Platform for details of whether their Hospitality Pass(es) may be sold on the Resale Platform.
4. Please do not post pictures of your Hospitality Pass on social networking sites. People may use these details and offer them for sale online to defraud/attempt to defraud third parties into buying them. This may result in the Hospitality Pass holders encountering difficulties when entering the Event.
5. Where The R&A, or its security contractors, have reasonable grounds to suspect that a Hospitality Pass has been copied, resold by an unauthorised person or company, or has been altered in any way to the detriment of The R&A, The R&A or its security contractors may seize and retain that Hospitality Pass and may refuse entry to the Event where this is deemed appropriate.

6. If we reasonably believe that you have been involved in fraudulent activity relating to your Hospitality Pass, or that you are attending the Event without a valid Hospitality Pass or other accreditation, we reserve the right to remove you from the Event and we may pass your details to the police and any other relevant authority, who may take further action against you.

7. By attending the Event, you agree to being searched by our security contractors or police officers for health and safety reasons, including to prevent prohibited items being brought in to the Premises. We reserve the right to refuse entry to or remove you from the Event if you refuse to be searched. A list of prohibited items will be posted on our Websites and at the entry gates. In addition, any item which in the reasonable opinion of The R&A or its security contractors could potentially harm, or cause alarm to, attendees at the Event will not be allowed at the Event.

## **Q. Attendance at the Event**

1. Mobile phones and personal cameras are permitted at the Event, subject to the following conditions:

- a) no audio recording, video recording or flash photography is permitted at any time;
- b) still photography is permitted, provided that it does not disrupt play and images are not sold, used or published commercially in any way whatsoever unless expressly authorised by The R&A. Cameras, including mobile phones, may be confiscated if such usage is suspected or found to be taking place;
- c) all mobile phones must be on "SILENT" mode at all times without the "VIBRATE" option activated. Calls must be placed or received in approved designated areas, referred to as "Mobile Device Zones"; and
- d) data use (e.g. texting, email and website access) is permitted, however, the device volume must be muted at all times. Mobile phones, cameras and other electronic devices, communication devices, audio-visual equipment or radios must not be used to capture, supply or transmit data or other information for any commercial purpose (including, for example, betting or gambling) or assisting for these purposes.

2. Rules governing the use of mobile phones, cameras, video, sound or image recorders, personal digital assistants and other electrical communication devices shall be posted on our Websites and at the entry gates. Your co-operation is greatly appreciated.

3. Use of global positioning systems, including without limitation transponder and/or receiver equipment, or similar positioning, tracking or measurement devices shall not be permitted at the Event.

4. When asking for autographs, you must always respect the players, other spectators, the Event officials, marshals and/or security personnel. Unless the player has given you permission, you must not solicit autographs from players outside of the designated autograph zones. Autographs obtained at the Event must not be used for any commercial purpose.

5. Rules governing pets will be posted on our Websites.

6. It will be considered by us to be a breach of these Terms if you have at the Event any objects or clothing bearing commercial identification which The R&A have reason to believe at its sole discretion is intended for "ambush marketing" or other unauthorised promotional purposes. We reserve the right to take appropriate action against anyone that we consider to be involved in "ambush marketing".

7. You agree to comply with any request to remove or cover any item of clothing that may reflect adversely on the image and/or reputation of The R&A or the Event, insult or offend other spectators, hospitality guests or players or be viewed as political, hateful, abusive, obscene or illegal, as determined by The R&A in its sole discretion.

8. Where you, through your negligence or intentional or reckless act, cause damage or loss to The R&A or to any property at the Event (including, without limitation, the course or any equipment or facilities), you will be responsible for compensating the person who has suffered the loss or damage.

9. You may be removed from, or refused access to, the Event if, in the reasonable opinion of The R&A, your behaviour is, or could be considered to be dangerous, offensive, a nuisance or annoying to other spectators, players, the Event officials, marshals and/or security personnel. For example, if you appear to be under the influence of alcohol and/or drugs and/or are acting aggressively, or if you fail to obey any conditions of use, posted signs or instructions of the Event officials, marshals and/or security personnel. If you are refused admission to the Event under these circumstances the Customer will be entitled to a full refund for your Hospitality Pass. If you are removed from the Event under these circumstances after gaining entry, you will not be entitled to a refund of any part of the Charges.

## **R. General Conditions**

1. You may not transfer any of your rights under these Terms.
2. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
3. The personal data provided by you will be processed by us for the purposes set out in these Terms and in accordance with our Privacy Policy, which can be accessed on our Websites. If you have any questions or concerns about the information we hold about you, please contact us by email at [privacy@randa.org](mailto:privacy@randa.org) or in writing at Data Privacy Manager, The R&A, Beach

House, Golf Place, St Andrews, Fife KY16 9JA. For details of your rights regarding your personal data including the right to lodge a complaint with a supervisory authority, please refer to our Privacy Policy. References to "us", "we" and "our" in this paragraph and paragraph R.4 below are to all of the organisations named in our Privacy Policy.

4. In agreeing to these Terms and attending the Event, you consent to being filmed, photographed and recorded for television, radio, webcast and other public broadcast in any medium and/or for any video or DVD as part of the audience and/or for security purposes, by any CCTV cameras and recordings at the Event. You also agree that we can utilise your image or likeness or the image or likeness of a member of your party in, or incidental to, any photograph or live or recorded television or in any other type of transmission or reproduction, in whole or in part, and that you shall not be entitled to any compensation or credit. This may include use of footage and images for marketing purposes. Where you are the responsible adult accompanying a Junior and you are their parent or guardian, you consent to their images being taken and used in accordance with this paragraph. Where you are the responsible adult accompanying a Junior and you are not their parent or guardian, you must obtain the consent of the child's parent or guardian for the images of such child to be taken and used in accordance with the provisions of this paragraph.

5. We may amend these Terms to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements, for example to update references to certain dates or contact details. These changes will not affect your right to attend the Event. In addition, we may make more material changes to these Terms, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Charges that have been paid.

6. The contract between us shall be governed by the laws of Scotland and any disputes relating to that contract shall be decided in the Scottish Courts. If you are resident in the European Union, then as a consumer you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including this paragraph R.6, affects your rights as a consumer to rely on such mandatory provisions of local law.

7. All enquiries should be addressed to:

Post: Hospitality Office, The R&A, St Andrews, Fife, KY16 9JD, Scotland, UK

Tel: + 44 (0) 1334 460 090

Email for The Open: [Experiences@TheOpen.com](mailto:Experiences@TheOpen.com)

Email for the AIG Women's Open: [Experiences@AIGwomensopen.com](mailto:Experiences@AIGwomensopen.com)