

## THE OPEN EXPERIENCES – DESTINATION PACKAGES

### The Open Experiences Tee Times Only Terms & Conditions

#### APPLICABILITY

These Tee Times Only Terms & Conditions (“**Terms**”) apply to all Tee Times purchased from us on a standalone basis (each a “**Tee Time Booking**”).

This product is not a financially protected product and will not benefit from any ABTA or ATOL financial protection.

#### 1. GENERAL

If you book Tee Times through Mike Burton Travel Limited trading as The Open Experiences (“**we**” or “**us**”), we will be entering into a new and separate contract with you on the following terms and conditions.

#### 2. DEFINITIONS

In these Terms, the following words and phrases shall have the following meanings:

**Booking Confirmation Email:** The email sent by us to you confirming that the booking request has been accepted by us detailing the services that are included within your booking and Group’s details, of which form part of your contract with us.

**Contract:** these Terms, Tee Times Booking Form and the Booking Confirmation Email.

**Golf Course:** means the golf course or club providing the Tee Time as appointed by us.

**Group:** each person who ultimately receives the benefit of the Tee Time.

**Lead Booker:** you, the Lead Booker who has purchased the Tee Time from us on a standalone basis.

**Tee Time:** the Tee Time(s)/ round of golf offered by us to the Lead Booker.

**Tee Times Booking Form:** the booking form provided by The Open Experiences to the Lead Booker, this may be provided in electronic form or on paper.

**Tee Times Booking Request Acknowledgement Email:** the email sent by us to you confirming receipt of the booking request.

**Tee Time Booking Process:** the process for making a Tee Time Booking with us, as set out in Section 4 - Making Your Booking.

#### 3. YOUR TEE TIME

##### *Golf Course Responsibility & What’s Included*

- 3.1. 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.

##### *Golf Course Discretion*

- 3.2. 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.

##### *Course Rules & Compliance*

- 3.3. 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.

##### *Pace of Play*

- 3.4. You and your Group must maintain an appropriate pace of play and comply with any pace-of-play requirements notified by the Golf Course.

##### *Scheduled Tee Time*

- 3.5. 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.

##### *Handicap Restrictions*

- 3.6. 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.

##### *Restrictions*

- 3.7. 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.

##### *Food & Dietary Requirements*

- 3.8. 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.

#### 4. YOUR RESPONSIBILITY

##### *Compliance With Golf Course Terms*

- 4.1. 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.

##### *Conduct*

- 4.2. 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.

##### *Additional Services*

- 4.3. 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.

##### *Misconduct*

- 4.4. 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.

#### **Leaving Early/Non-participation**

- 4.5. 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.

#### **No Resale**

- 4.6. You must not transfer, resell, offer, expose or make available any Tee Time you purchase from us, except as set out in 7.1.

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## **5. MAKING YOUR BOOKING**

#### **Booking Request**

- 5.1. You, the Lead Booker may make a booking request online via our website or by returning to us a Tee Times Booking Form. After completing the booking request and making the required payment, you should receive a Tee Times Booking Request Acknowledgement Email from us. If you have not received a Tee Times Booking Request Acknowledgement Email from us after submitting the booking request, please contact us.
- 5.2. By making a booking request, you, the Lead Booker promises that you are at least 18 years old. You confirm that you are authorised by the Group to bind it. Any booking requests that do not comply with these terms will be cancelled.

#### **Confirmation**

- 5.3. We will consider the booking request and confirm to the Lead Booker in writing if we accept it. Our contract with the Lead Booker forms and is binding when we dispatch our Booking Confirmation Email to the Lead Booker. If we do not accept the booking request, we will not send the Lead Booker a Booking Confirmation Email and no contract will form. We will contact the Lead Booker if we cannot accept the booking request.
- 5.4. All bookings are subject to availability. We may accept or decline any booking request at our discretion.
- 5.5. All Tee Times are subject to availability and the Contract between you and us will only be formed if we send you a Booking Confirmation Email.

#### **Tee Time Allocation**

- 5.6. 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, which may be up to the value of the unused places.

#### **Children**

- 5.7. Child prices are not available unless stated in the Tee Time description/cost summary.

#### **Acceptance of these Terms**

- 5.8. You (as the Lead Booker) must accept these Terms in order to complete the Tee Time Booking Process. When you make a booking request by completing and returning a Tee Time Booking Form, you guarantee that you have the authority to accept all of these Terms on behalf of your Group. You are responsible for ensuring all of your Group comply with these Terms.
- 5.9. You (as the Lead Booker) must also accept any terms & conditions provided by the Golf Course in order to complete the Tee Time Booking Process. When you make a booking request by completing a Tee Time Booking Form, you guarantee that you have the authority to accept all terms & conditions of the Golf Course on behalf of your Group. You are responsible for ensuring all of your Group comply with the terms & conditions of the Golf Course. We will provide the latest terms and conditions to you on your written request.
- 5.10. The Contract is between us and the Lead Booker. We will only discuss the Contract with the Lead Booker, except where we have (at our sole discretion) agreed with the Lead Booker to discuss the Contract with a named third party and have received from the Lead Booker written authorisation confirming the named third party's details.

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## **6. PAYMENT**

- 6.1. Payment is required in full in order to confirm your Tee Time. Upon receipt of your booking request, we will review availability. If requested Tee Times are available, we'll provide you with a Booking Confirmation Email and copy of your invoice.

#### **Consequences of Non-Payment**

- 6.2. If we do not receive payment when due, we reserve the right to cancel your Contract without notice or liability.

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## **7. CHANGES**

#### **Transfers**

- 7.1. 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.

#### **Other Services**

- 7.2. We arrange Tee Times to be provided by local golf courses. We use reasonable skill and care to select suitable golf courses for you but exclude all other warranties insofar as we are legally allowed to do so.

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## **8. LIABILITY**

#### **Our Liability to You**

- 8.1. Our liability to you for any loss you suffer as a result of our breach of these Terms, or from participating in a Tee Time, shall be limited to the price you have paid for your Tee Time. This limit does not apply to death or personal injury caused by our negligence, for fraud or misrepresentation or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

#### **Personal Property at Own Risk**

- 8.2. 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.

#### **Exclusions**

- 8.3. If you book your own Tee Times independently of us, either before you depart or whilst you are away, we will have no responsibility to you for these and do not accept any liability if things go wrong.
- 8.4. The description of the Tee Times published via our website, portal, in PDF form or detailed in our Booking Confirmation Email have been provided to us by the Golf Course. As such we do not take responsibility if this description is inaccurate or if the Tee Time is subsequently altered by the Golf Course.
- 8.5. We will take no responsibility for the acts or omissions of third parties including but not limited to owners or those in control of any sites or property visited whilst on a Tee Time.

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## **9. CANCELLATION**

#### **Cancellation By Us**

- 9.1. If unforeseeable or uncontrollable circumstances occur, such as conflict or instability, natural disasters or adverse weather, if the number of participants does not reach an economic level for us to operate, or if our minimum numbers for a Tee Time are not met, we reserve the right to cancel or alter all or any part of any Tee Time on your behalf. If we cancel a Tee Time for the reasons outlined in this clause, we will refund to you the price you paid for the Tee Time only.

#### **Cancellation By You**

- 9.2. You may cancel your booking at any time prior to the start of the booking, you will be subject to a 100% cancellation charge.

#### **No-Show**

- 9.3. If you fail to show up to your Tee Time at the required time, you will not receive a refund.

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## **10. ACCESSIBILITY & SPECIAL REQUIREMENTS**

- 10.1. 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.
- 10.2. 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.

10.3. 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.

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**11. YOUR INFORMATION**

- 11.1. We collect and process personal data about you and your Group when you make your booking request and in connection with administering the Tee Time. We will process such personal data in accordance with our Privacy Policy.
- 11.2. 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.
- 11.3. If any personal data you have provided changes, you must provide us with updated details as soon as possible.

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**12. PHOTOGRAPHY AND VIDEO**

- 12.1. Where it is practical to do so, we will seek the consent of any member of your Group who is prominently included in any photos or videos. Consent will not generally be sought from individuals who only appear in the background and are not identifiable.
- 12.2. Unless you tell us otherwise, you consent to us using any photographs or video without charge (now and in the future). No individual will be identified by name.

12.3. You may withdraw your consent to any future use of any photos or videos where a member of your Group is identifiable by contacting us and giving notice that you are withdrawing consent.

12.4. The Golf Course may have its own privacy policy, which your Group may be required to accept as a condition of participating in the Tee Time.

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**13. INSURANCE**

You and all members of your Group participating in or attending a Tee Time must be adequately insured. It is your responsibility to check whether the activities you will take part in as part of the Tee Time are included within your insurance policy cover.

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**14. MAKING A COMPLAINT**

- 14.1. If you have a complaint about a Tee Time you should raise this at the time with the Golf Course and our representatives. If the complaint cannot be resolved to your satisfaction then please put it in writing to us within 14 days of your Tee Time: The Open Experiences, Carter Court, 8 Davy Way, Quedgeley, Gloucester, GL2 2DE or email [customerservices@theopenexperiences.com](mailto:customerservices@theopenexperiences.com).
- 14.2. We will use reasonable endeavours to assist you in trying to resolve any complaint with the Golf Course but make no guarantee that this will be successful.

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**15. MISCELLANEOUS**

These Terms are governed by English law and the jurisdiction of courts of England and Wales.