

Golf Escapes Ltd - Booking Conditions

Please read the booking conditions and general information contained herein carefully. The following conditions together with any information set out in our literature will form part of your contract with Golf Escapes Ltd.

Please be aware that these terms include limitations on the liability of Golf Escapes Ltd and its obligations relating to any Travel Arrangements and certain exclusions of Golf Escapes Ltd's responsibility.

Complete the booking form and send it with your deposit or full payment (whichever is applicable) to Golf Escapes Ltd. In all cases a booking form must be signed and returned with a non-refundable deposit (or full payment) together with the insurance premium which will be notified by us at the time of booking and will be shown on your invoice (see travel insurance below).

A booking will be considered firm when the deposit or full payment has been received by and accepted by Golf Escapes Ltd and a confirmation invoice issued, showing the balance due. If for any reason we are not able to accept your booking your deposit will be returned in full.

On Group bookings we reserve the right to exclude from group activities, or in serious cases, send home anyone who places any member of the group in danger because of his/her actions or who causes problems or severe discord amongst the group.

Special requests should be indicated on the booking form at the time of booking or made in writing. We will try to meet all special requests, but cannot guarantee their availability, nor will we be liable if any special request is not fulfilled.

Where rooming companions are requested (same gender) on Golf Escapes Ltd group tours, although we will do our best to find a suitable companion with a similar background and interests, it will be at your request and we therefore cannot be held responsible for any clashes of personality etc.

The person who signs the booking form does so, on behalf of all persons named on the booking form and all are subject to these conditions.

Payment is accepted by Cash, Cheque or Credit Card. For bookings made within 28 days of departure full payment will be accepted by Credit Card, Cash or a guaranteed Cheque only.

The final balance is due 12 weeks prior to departure or as shown on your invoice. If not paid by the said date your booking may be subject to cancellation by us and liable to full cancellation charges as shown on your invoice.

TRAVEL ARRANGEMENTS PRICE

Prices quoted in our literature are based on airfares, tariffs, costs and taxes current at the time we went to print, often many months before the travel season. Whilst Golf Escapes Ltd makes strenuous efforts to adhere to the prices quoted in our literature or advertising, we reserve the right to notify you of any increase in the literature or advertised price before accepting your booking.

After a confirmation invoice has been issued, the price of your travel arrangements is subject to surcharges on or in relation to the following items; increase in transportation costs (including fuel and airfares) Governmental action, exchange rate variations, increases in scheduled airfares, overlying charges and fees chargeable for services (including land taxes and embarkation or disembarkation fees at ports and airports). Only amounts in excess of 2% will be surcharged. However where a surcharge is payable, there will be an administration charge.

Surcharges will be notified by a supplementary invoice sent to you. If a surcharge increases the total Travel Arrangements price shown on your original confirmation invoice by more than 12%, you may cancel your booking within 7 days of the date of issue of the supplementary invoice and obtain a full refund of all payments made to Golf Escapes Ltd, except for Travel Insurance and any amendment charges previously incurred.

You may choose to pay for your Travel Arrangements in full at the time of booking, in which case the price will be fixed at the cost quoted by Golf Escapes Ltd at that time. To take advantage of this benefit you should return the confirmation invoice to Golf Escapes Ltd with full payment to reach us within 7 days of the date shown on the confirmation.

Should the value of the £ strengthen, we will not be able to reduce Travel Arrangements prices as all Travel Arrangements will have been pre-booked by us at the prevailing rate at that time.

LIABILITY

Golf Escapes Ltd operates all reasonable checks to ensure that everybody involved in making your Travel Arrangements maintain the appropriate standards.

GOLF ESCAPES LTD'S OBLIGATIONS

Golf Escapes Ltd accepts liability for the proper performance of its obligations under its agreement with you for the provision of your Travel Arrangements. If you have a justified complaint about any of the services forming any part of the Travel Arrangements that we have confirmed or any excursion organised by us, we will pay you reasonable compensation in accordance with these Booking Conditions.

If you or any member of your party suffers damage by Golf Escapes Ltd's failure to perform, or Golf Escapes Ltd's improper performance of, its agreement with you for the provision of your Travel Arrangements Golf Escapes Ltd accepts liability except in the following circumstances:-

1. If the failure or improper performance is your fault or the fault of any member of your party.
2. If the failure is the fault of someone else not connected with the provision of the services which make up the Travel Arrangements which Golf Escapes Ltd has confirmed to you.
3. In the event of any unusual and unforeseeable circumstance beyond Golf Escapes Ltd's control the consequence of which could not have been avoided even if all due care had been exercised.
4. If any event occurs which Golf Escapes Ltd or the supplier of any service which forms part of the Travel Arrangements, even with all due care could not foresee or forestall.
5. If the failure or improper performance is part of an activity, tour or journey not booked by Golf Escapes Ltd as part of our contract prior to departure.

Golf Escapes Ltd shall offer when possible (and without prejudice) prompt general assistance to any client who through mishap suffers difficulty, illness, personal injury or death during their Travel Arrangements with us, and arising out of an activity which does not form part of the Travel Arrangements that Golf Escapes Ltd has confirmed

Golf Escapes Ltd liability will not exceed any limitation applicable under any international convention governing or relating to the provision of the service

complained of, even if that convention has not been ratified by or applied in the United Kingdom or any limitation under Golf Escapes Ltd's professional indemnity and liability insurances. Luggage, valuables and all other personal effects are at all times and in all circumstances at your risk unless and to the extent that loss or damage is proved to have been caused by Golf Escapes Ltd's negligence. Nothing in these conditions excludes or limits Golf Escapes Ltd's liability for its duty to exercise diligence in making arrangements for your Travel Arrangements or its liability save as set out above.

If Golf Escapes Ltd makes any payment of compensation or financial assistance to you or any other individual named on the booking form, in respect of any loss, damage, injury, illness or death caused by any other person, then Golf Escapes Ltd will be entitled to be subrogated to the rights of such person. This means that Golf Escapes Ltd will be entitled to claim in place of you or that individual person against the person responsible (up to the amount paid by us) and that you and each individual agrees to assign the relevant part of their rights to us to enable us to do so.

Representatives and Agents are not entitled without Golf Escapes Ltd's express authority to alter itineraries, cancel arrangements or tickets, make or promise refunds on our behalf or obtain loans or services or incur telecommunications expenses on your behalf.

Golf Escapes Ltd is a Travel organiser only - Golf Escapes Ltd does not control or operate any airline, shipping company, coach company, transport or any other facility or service mentioned in our literature and Golf Escapes Ltd therefore contracts on your behalf with the supplier of such facilities and services. When you use such facilities or services (e.g. when you are carried by a particular airline) the standard terms and conditions of such supplier will apply to you. Such conditions, some of which will limit or exclude liability in certain circumstances, and which may be subject to international conventions between countries, may be inspected or, on request, will be available from Golf Escapes Ltd.

AMENDMENTS AND CANCELLATION

CANCELLATION OR ALTERATION BY YOU

1. If you wish to cancel or amend your booking Golf Escapes Ltd will make every effort to assist you. Requests for amendment or cancellation must be in writing, and signed by the signatory of the booking form. Amendments received and made 60 days before departure will incur an amendment charge of £40 per booking, plus any communication charge or other expenses incurred by Golf Escapes Ltd. In some circumstances amendment/cancellation fees may differ. In this event those shown on the booking form will take precedent.

2. If you cancel your booking, the following general scale of cancellation charges will be payable based on the number of days prior to departure written notice of cancellation is received at our office.

Prior to 84 days	forfeiture of deposit
83 - 60 days prior	40% of total Travel price
60 - 30 days prior	75% of total Travel price
29 or less	100% of total Travel price

(In certain circumstances cancellation charges may differ. If this is the case the charges will be clearly shown on your confirmation invoice and these will take precedence over the charges shown here).

3. Golf Escapes Ltd is unable to make any allowances for accommodation, meals or other services not utilised by you during your Travel Arrangements. Furthermore, no refund can be made for travel tickets lost, destroyed or mislaid.

4. If you are unable to take your Travel Arrangements because of illness, redundancy, unavoidable commitments at work, jury service, death or illness of a close member of the family, it may be possible to transfer your Travel Arrangements to a person acceptable to Golf Escapes Ltd. You must request the transfer in writing at least 30 days in advance and prior to ticket issue. Your request for a transfer must be accompanied by documentary proof of the reason for the transfer, complete details of the person replacing you and written confirmation that your replacement agrees to be bound by the terms and conditions listed. The administration fee will be £80 per person plus any charges levied by the suppliers. It is important to note that airlines sometimes charge a 100% cancellation fee in addition to the cost of a new ticket.

ALTERATION OR CANCELLATION BY GOLF ESCAPES LTD

1. Golf Escapes Ltd has made every effort to ensure that the information, description and prices quoted in its literature are accurate at the time of printing. Golf Escapes Ltd reserves the right to advise you of any change, including any price changes, before accepting your booking.

2. After a confirmation invoice has been issued, Golf Escapes Ltd makes every effort to operate the Travel Arrangements as printed in the literature. On some rare occasions Golf Escapes Ltd may have to modify a Travel Arrangement prior to your departure. If the modification is significant i.e. change of flight time by more than 15 hours, a change of international airport (except between airports serving the same city e.g. Heathrow and Gatwick) a change of destination or a change to lower standard of accommodation, Golf Escapes Ltd will advise you as soon as practicably possible. You may or may not accept the modification.

3. However, if you cancel and receive a full refund following a significant modification made for any reason other than *Force Majeure*, you will receive the following compensation, depending on the length of time before the date of departure that you are informed of the change.

More than 42	£10 per person
21 - 41	£20 per person
8 - 20	£25 per person
0 - 7 days	£30 per person

4. *Force Majeure* means unusual and unforeseeable circumstances beyond Golf Escapes Ltd's control, the consequences of which neither Golf Escapes Ltd nor its suppliers could avoid, including but not limited to war, threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, hostilities, political unrest, Government action or airport regulations, natural or other disaster, nuclear incident, weather conditions, technical problems with transportation, closure of airports, fire, flood, drought, temporary technical breakdown in an hotel or apartment.

5. If there is a minor modification before your departure (any change not included in the definition of a significant modification as set out above) Golf Escapes Ltd will notify you, although it is not obliged to do so, nor is it obliged to pay any compensation.

6. If you fail to pay the balance of the Travel Arrangements price at least 12 weeks (84 days) before departure or as shown on your invoice, we will treat your booking as cancelled and levy the cancellation charges set out in Clause 2 above.

7. If Golf Escapes Ltd has to cancel your Travel Arrangements in any other circumstances before your departure Golf Escapes Ltd will do its best to offer you Travel Arrangements of a comparable standard or will give you a full refund. Golf Escapes Ltd will pay compensation as set out in Clause 3a.

TRAVEL INSURANCE

We have a duty of care to ensure that at the time of booking, you have considered taking out adequate travel insurance that covers the period during which you are travelling. You cover should include, inter alia, cancellation and curtailment, emergency evacuation, medical expenses, repatriation expenses, and damage, loss and theft of personal baggage, money and belongings. You should also be aware that for certain activities such as safaris you may only be covered under a travel insurance policy provided it was booked prior to departure.

SAFARI WILDLIFE HABITAT INDEMNITIES

As part of your travel arrangements you may have elected to visit such areas as, National Parks, Zoos, Private Game Reserves or Wildlife Habitats. In these areas there may be wild animals or potentially dangerous situations. You should be aware that in the majority of these areas you may well be asked to sign an indemnity indemnifying the principals and their agents against such occurrences as injury or death in the event of any accidents.

Whilst every reasonable care will be taken by the safari lodge or activity owners to avoid any mishaps, accidents can happen. In most instances if these indemnity forms are not signed on arrival the safari lodge or activity operator may not allow you to take part in such activities or game drives, bush walks, riding or rafting etc. If you would be unhappy to sign such an indemnity then please carefully consider your choice of holiday. Your signature on Golf Escapes Ltd's booking form accepts your responsibility on behalf of yourself and all others on the booking form to comply with these conditions.

AIRPORT DELAYS

Golf Escapes Ltd uses the scheduled services of the World's major international airlines. These are rarely subject to lengthy delays. In the unlikely event that this does happen, responsibility for arrangement for meals, overnight accommodation etc., will rest with the airline.

TRAVEL DOCUMENTS

Whilst offering all possible advice and assistance all passport, visa and health certificate requirements are your responsibility and Golf Escapes Ltd accept no responsibility for any delay or expense incurred through any irregularity in your documents. You are advised to consult Golf Escapes Ltd for exact details if uncertain.

IF YOU HAVE A PROBLEM

If you are unhappy with any of the arrangements made by Golf Escapes Ltd on your behalf while you are on your travels, you should inform Golf Escapes Ltd, the hotel or our representative or other supplier whose services are involved, so that the we will have an opportunity to correct the matter during your stay. If you fail to do so, any rights you may have will be reduced. If any problem cannot be resolved locally and you wish to complain, full details must be sent to Golf Escapes Ltd in writing within 21 days of your return from your Travels. Disputes arising out of, or in connection with this contract which cannot be settled amicably, may be referred to arbitration. This contract and any matters arising from it are governed by the laws of England and Wales and are subject to the jurisdiction of the courts of England and Wales.

YOUR FINANCIAL PROTECTION

The air holidays and flights in the itinerary are ATOL Protected, since we hold an Air Travel Organiser's Licence (ATOL) granted by the Civil Aviation Authority (CAA). Our ATOL number is 5865. When you buy an ATOL protected air package holiday or flight from us, you will receive a Confirmation Invoice confirming your arrangements and your protection under ATOL No. 5865. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk.

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme



For non-flight related itineraries your arrangements are covered under our ABTA Licence No. Y1665.