# **Elite Golf Experiences®**

subsidiary of Golf Travel Consulting, Inc License ST 38272



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America's #1 for Elite & Corporate Golf Travel

## **Booking Terms & Conditions**

Thank you for accessing the terms and conditions for Elite Golf Experiences. Our goal is to deliver ultimate customer service in all stages of our business relationship with you. Elite Golf Experiences golf travel specialists will provide a golf & lifestyle experience that meets your requirements and creates lifetime memories. We have taken all care to ensure published information and prices on our website and/or brochures are accurate however if we identify an error or omission following publication, we will inform you before confirming your booking.

Your use of Elite Golf Experiences' websites and e-mail communication with Elite Golf Experiences' golf travel experts mean that you agree to the terms and conditions as outlined below:

## 1) Booking Confirmation and Payment Terms

Booking confirmation is subject to availability and a **20% non-refundable deposit** of the total cost of the package unless a different amount is specified at time of booking. It is only when confirmation has been received by you that the booking is deemed to be confirmed. We will acknowledge receipt of your booking request by email. Elite Golf Experiences will generally hold reservations pending final approval but cannot guarantee pricing until you make a deposit. Your final payment of the remaining balance is due 6 weeks prior to arrival unless stated otherwise upon confirmation of your reservation. If your booking is made within 6 weeks of travel, Elite Golf Experiences will require full and complete payment at the time of booking. Deposits not received within five business days of booking will result in cancellation of your reservation. Our acceptance of your deposit forms a contract between us and the party leader (first named passenger) acting on behalf of all passengers in the party.

## All Payments to be made by wire transfer to Elite Golf Experiences, Inc., 201 Beachway Drive, Palm Coast, FL 32137

Bank Name: Navy Federal Credit Union, Merrifield, Virginia 22119, Account Nr: 7009727848, Federal Reserve Routing/Transit Number: 256074974 (there is no BIC or SWIFT number!) or by Visa, Mastercard or American Express or by check payable to Elite Golf Experiences, 201 Beachway Drive, Palm Coast, FI 32137. Any amount due after the initial deposit not received within thirty (30) days of when due shall bear interest at two percent (2%) per month until paid.

## 2) Changes to Existing Bookings

In case you must change any of the pre-confirmed services, number of persons in your group or transfer your booking to another person, the person who originally booked the holiday must send us written notice by email. We cannot accept changes solely by phone call. No fee will be imposed unless vendor-imposed fees apply.

#### 3) Cancellations of Bookings for Trips into and within the USA

Bookings can be cancelled with a full refund, less any vendor-imposed fees and less a \$150.00 administration-fee per person more than 30 days prior to arrival. For cancellations 29 to 10 days prior to arrival, a fee of 50% of your trip cost will be imposed in addition to any vendor-imposed fees. A cancellation charge of 100% of the total cost of the tour applies, if the withdrawal takes place less than 10 days before the date of the travel. In case vendor-imposed fees apply, those cannot be waived as Elite Golf Experiences pays those costs associated with your booking to suppliers and cannot be recovered by Elite Golf Experiences either. Elite Golf Experiences does not add additional fees but passes only the penalties required by the underlying supplier. Cancellation notice must be given to Elite Golf Experiences during business hours - Monday through Friday 9:00 a.m. to 6:00 pm. EST coast time in writing to office@elitegolfexperiences.com

Hotels, golf courses, and other suppliers may require different payment terms and have different cancellation penalties than those outlined above. Consult with your golf travel consultant for details at time of booking.

**Group bookings** require different payment terms and may have different cancellation penalties than those outlined above. Consult with your golf travel consultant for details at time of booking.

## 4) Cancellations of Bookings to Destinations Outside The USA:

For cancellations up to 40 days prior to arrival, a fee of 20% of your trip cost (non-refundable deposit) will be charged in addition to any vendor-imposed fee above that amount. 39 to 21 days prior to arrival, a fee of 50% of your trip cost will be charged in addition to any vendor-imposed fee above that amount. A cancellation charge of 100% of the total cost of the tour applies, if the withdrawal takes place less than 21 days prior to arrival.

Groups as well as customers booked on "Unique Experiences such as the Ryder Cup" are subject to additional cancellation fees. Ask your golf travel expert for specifics. Cancellation notice must be given to Elite Golf Experiences during business hours - Monday through Friday 9:00 a.m. to 6:00 pm. EST coast time in writing to <u>office@elitegolfexperiences.com</u>

# **ELITE GOLF EXPERIENCES**

## 5) Cancellation by Elite Golf Experiences

Elite Golf Experiences reserves the right to cancel your holiday, but if we do, you will be offered the choice of a full refund or a holiday of comparable standard and price. On no account will we cancel your holiday within 6 weeks of departure other than for reasons of force majeure or if your payment is not received by the due date.

A cancellation compensation of 5% of the total cost of the tour if the withdrawal takes place over 10 days and less than 60 days before the date of the travel; 15% between 3 days and 10 days, and 25% within 48 hours prior to departure.

No compensations will be applied for reasons of force majeure.

#### 6) Travel Protection Plan

**Śmart choice.** Due to strict cancellation policies of suppliers to refund any direct costs, Elite Golf Experiences highly recommends a travel insurance plan as your travel investment against the unexpected. Elite Golf Experiences is not a licensed insurance broker but has an excellent cooperation with the Travel Insurance Provider Allianz. For a summary of plan details on benefits, coverages, limitations and exclusions, please check out www.EliteGolfExperiences.com/Allianz.

#### 7) Currency Changes & Fluctuations

Customers traveling to non-USA destinations may be subject to changes in their trip cost because of currency fluctuations. A final itinerary and price will be provided at 61 days prior to travel and this will be the final price. The customer has the option to cancel their trip without any penalty (unless there are vendor-imposed fees that can be reviewed with your golf travel specialist). Changes in the currency value of 5% or less are the responsibility of the customer. Elite Golf Experiences makes every effort to protect its customers from currency changes and fluctuations.

#### 8) Price changes

The price of your holiday is subject to surcharges on the following items: Governmental action, currency, aircraft, fuel, overflying charges and airport charges. Even in this case we will absorb an amount equivalent to 2% of the holiday price which excludes insurance premiums and any amendment charges. Only amounts more than this 2% will be surcharged. If this means paying more than 10% of the holiday price you will be entitled to cancel your holiday with a full refund of all monies paid, except for any premium paid to us for holiday insurance and amendment charges. Should you decide to cancel because of this you must exercise your right to do so within 14 days from the issue date printed on the invoice.

You will be notified of any surcharges no later than 40 days prior to departure. In exchange for this guarantee we will not make any refunds in the event of a favorable variation to currency rates. No price changes will be applied 40 days prior to departure.

#### 9) Passports, Visas and Documentation

All passports, visas and health documentation are your responsibility. If you are refused travel entry into a country because of document irregularities, Elite Golf Experiences cannot be held liable and there will be no refund of any portion of your trip.

#### 10) Accuracy/descriptions of Websites and Brochures

The descriptions of the hotels and golf courses and other aspects of the holidays are based on opinions gained on site visits and on the opinions of hotels themselves. We are not always able to exercise control over all the components of the holiday arrangements and it is possible that an advertised amenity be withdrawn or changed due to various reasons such as water conservation, renovation work, etc. We will advise you if we become aware of a major change, but we cannot accept liability for loss, damage or inconvenience in such circumstances.

Should events beyond our control require alterations of arrangements, Elite Golf Experiences, reserves the right to alter or modify the itinerary without advanced notice, to withdraw any tour component from your trip and/or to substitute a tour component of equal or better standard.

#### 11) Golf: Tee times & Course Conditions & Golf Handicap

Golf courses reserve the right to alter confirmed tee times. If your confirmed golf club cancel your reservation or change your tee time we will try to find a suitable alternative. You will be charged or refunded for any difference in the original cost. Such changes do not entitle you to cancel a holiday that is part of a package.

"No-shows" and unused green fees will not entitle any player to a reimbursement in any of the golf courses selected. Unused green fees will not be refunded by Elite Golf Experiences.

Elite Golf Experiences cannot be held responsible for the actual playing conditions of the golf courses whether caused by course maintenance, or weather conditions etc. Golf course closure due to bad weather conditions is solely at the discretion of the golf course.

Many international golf clubs require visitors to show handicap cards. While this is not particularly common, we <u>strongly</u> recommend you travel with a handicap card. We accept no responsibility if you do not and are subsequently denied golf. Certain clubs also place maximum handicap restrictions on visitors. If your handicap is greater than 24 (men) or 36 (ladies) please notify us. in order we can discuss which clubs may have relevant restrictions.

#### 12) Service inquires during & after your holiday

In the rare case that you are unhappy with a service during your tour, you must notify the hotel, golf course, transfer company, car rental company or any other service provider while there. You must also notify Elite Golf Experiences by email or phone call. We are determined to remedy any unpleasant situation or solve any problem instantly. If you do not notify us promptly about a problem or complaint involving the negligence of any of our suppliers, sub-contractors, or agents in relation to any service provided within 31 days after your return, any compensation you may have been able to claim could be reduced or even forfeited if you do not follow the complaints procedure set out in this clause.

## **ELITE GOLF EXPERIENCES**

#### 13) Limitations of liability/dispute resolution/binding arbitration

Elite Golf Experiences does not accept any liability of whatever nature for the acts, omissions or default, whether negligent or otherwise, of those service providers in connection with your travel pursuant to a contract between them and yourselves and over whom we have no direct control. We do not accept liability in contract or in tort (actionable wrong) for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which are beyond our control, or which are not preventable by reasonable diligence on our part including, but not limited to war, civil disturbance, fire, floods, severe weather, acts of God, acts of Government or of any other authorities, accidents to or failure of machinery or equipment or industrial action. Elite Golf Experiences, a subsidiary of Golf Travel Consulting, Inc., is licensed to market and distribute travel products and arrange for holiday services offered in its brochure and on its Websites, including transportation, golf courses and accommodations through independent contracts. The golf courses, hotels and resort accommodations, and other suppliers (including but not limited to airlines, trains, cruises, ferries, motor coaches, car rentals, hotels, insurance, FedEx, and restaurants) providing services are independent contractors and are not agents, employees, servants, or joint ventures of Elite Golf Experiences, or its affiliates. All certificates and other travel documents for services issued by Elite Golf Experiences are subject to the Terms and Conditions specified by the supplier, which are available upon request, and to the laws of the countries in which the services are supplied. After departure, if the services included in the holiday cannot be supplied or there are changes in an itinerary for reasons beyond the control of Elite Golf Experiences, Elite Golf Experiences will arrange for the provision of comparable services. Any resulting additional expense will be the responsibility of holiday participants, and any resulting savings will be refunded by Elite Golf Experiences to the group participants.

The holiday participant agrees that neither Elite Golf Experiences, nor its affiliates shall be liable for any damage, loss (including personal injury, death, and property loss), or expense occasioned by any act or omission of any supplier providing services, any insurer or insurance administrator, or any other person. Any dispute between the holiday participant and Elite Golf Experiences directly or indirectly relating to the Terms and Conditions shall be first submitted to mediation at Flagler County, Florida before a mediator mutually agreed to by the parties. If mediation is not successful, the dispute must be resolved by binding arbitration under Florida law before a state approved arbiter. The prevailing party shall be entitled to an award of costs and reasonable attorneys' fees. Any action to enforce the arbitrator's decision shall be brought in the state or federal courts in the State of Florida. Arbitration against Elite Golf Experiences must be commenced within one year following the date of travel completion. Neither Elite Golf Experiences nor any affiliate shall in any case be liable for other than compensatory damages, and you hereby waive any right to punitive damages. No person, other than an officer of Elite Golf Experiences by a document in writing, is authorized to vary, add, or waive any term or condition in its brochure or on its Websites, including any term or condition set forth in the preceding provisions.

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