

# The T&C's:

## 1. Currency and price

All prices are quoted in either € (Euro) or £ (Sterling) unless otherwise stated.

All prices published are strictly subject to availability.

All prices quoted are per person and are based on Twin/Double occupancy.

A single supplement will apply.

## 2. Booking

A non-refundable deposit is required at the time of booking to secure your transport, accommodation and guaranteed tee times. The amount of deposit required will vary depending on the tour. Full and final payment is required a minimum of 10 weeks prior to your arrival date. If the balance is not paid by the due date, we reserve the right to cancel your booking and retain your deposit.

## 3. Payments

Eire Golf Tours accepts the following forms of payment:

- Credit/debit cards – Visa, MasterCard, Maestro, Switch, Electron, Solo and Delta.
- Bank Transfers are accepted. All associated bank charges are payable by the client.
- American Express – all payments made by American Express carry a 3.5% handling charge.

## 4. Price confirmation

Eire Golf Tours seeks to ensure that the tour price quoted is the price you ultimately pay. However, prices are subject to availability and confirmation. Until we are able to secure your booking, we are unable to guarantee the price quoted and it may change. We urge clients to book as far in advance as possible. We will always notify you of potential increases in the price and discuss your options.

Once a tour has been secured, we will endeavor to keep the price as detailed on your confirmed itinerary, although the tour price may still be subject to change because of:

- Fluctuations in €/£ exchange rate (see section 5);
- Updated transport, accommodation and golf rate information (this is usually only relevant if a tour has been confirmed a long time in advance and the applicable rate information is not available);
- Alterations to applicable rates of tax for example on hotel accommodation or the VAT accounted for under the Travel Agents Margin Scheme.

## 5. Exchange rate price adjustment

A tour that takes place in more than one currency jurisdiction may require an exchange rate price adjustment. The price of such tours is initially based on an exchange rate between € Euro and £ Sterling at the time the quote is provided (the "base rate"). If the exchange rate on the date of the final payment differs by more than 2 % from the base rate, then the contract price may be adjusted accordingly.

## 6. Itinerary changes

Changes or amendments can be made to a reservation subject to availability. If you wish to make any changes to your confirmed itinerary, you must notify us in writing. No amendment fee will apply for the first amendment to a confirmed tour. An amendment fee of €50 will apply to each subsequent change made after a booking has been confirmed. All tours will be re-priced at the time the changes are made, which may result in a price difference from the original price quoted.

## 7. Cancellations

Eire Golf Tours must be notified of cancellation by e-mail. We pay for your bookings up front and the cancellation/refund policies of our suppliers vary significantly which means that cancellation costs will vary tour by tour. Our aim is to recover as much of your money as possible, but we do charge a 10% fee for our admin when cancelling at short notice. The following should only be considered as a guide.

- From time of booking to 10 weeks prior to date of arrival – forfeit of deposit;
- 31 days to 70 days prior to date of arrival – the cost is likely to be approx. 50% plus an additional 10% admin fee.

- 14 days to 30 days prior to date of arrival – the cost is likely to be approx. 75% plus an additional 10% admin fee.
- Less than 14 days prior to date of arrival – 100% of the total tour price.

## 8. Refunds

All eligible refunds for cancellations will be issued within 30 days of written notification. No refunds are made for any unused portion of any tour.

## 9. Amendments by Eire Golf Tours

Eire Golf Tours reserve the right to make amendments to, and correct errors on its website, social media channels and in any of its brochures or publicised materials both before and after bookings have been confirmed.

## 10. Accuracy of information

Eire Golf Tours has taken all care to ensure that the information and prices as set out in your proposed itinerary are accurate. However, if we identify an error or omission following publication, we will inform you before confirming your booking. The revised information will then form part of your contract. If an error or omission is discovered after your booking is confirmed, we will notify you before your final payment is due.

## 11. Special requests and medical problems

If you have any special requests (for example you require a golf cart due to medical complications), you must advise us at the time of booking. Although we will always endeavour to meet any such requests we cannot guarantee to do so if our suppliers are not in a position to assist with these requests.

## 12. Golf related issues

We cannot accept any responsibility in any ruling by the hotel/golf course if you or any of your group is unable to play due to inappropriate attire. Please check before you travel that your group is aware of appropriate golfing attire at the course you are playing.

On some courses there are handicap limits (usually men – 24 and ladies – 36 but sometimes stricter) and a certificate must be produced prior to play. We recommend you take a certificate with you to all courses to avoid any disappointment. We cannot accept any responsibility for a ruling that means you are unable to play due to enforcement of handicap restrictions. Knowledge of golf etiquette and the rules of golf are expected by all members of your group.

Golf clubs reserve the right to require visitors to take a caddy. Unless stated otherwise caddies are to be paid for on the day by the golfer(s). Golf clubs reserve the right to alter confirmed tee times. Please also be aware that some golf courses may pair you up with other golfers during peak times.

The condition of golf courses varies throughout the year. General golf course maintenance on tee boxes, fairways and greens are an essential feature of golf course preparation. Eire Golf Tours are not responsible for the impact of such work.

## 13. Complications due to adverse weather conditions

Inclement weather is unavoidable during the course of the year and as a result golf courses may either close, or the golf course may choose to operate temporary tees and greens at their sole discretion. All golf courses reserve the right to close or operate temporary tee boxes and greens. In the event of bad weather our policy is as follows:

*Prior to arrival date:* details of each golf courses bad weather policy are available upon request. Should you choose not to travel, subject to the policy of our suppliers (hotels, golf courses, transport providers etc.) we will endeavour to postpone your golf holiday to a later date, for an admin fee of €100 per golfer. If postponement is possible, price supplements and additional costs may be incurred. If you decide to cancel your trip, then the information in section 7 will apply.

*During your golf holiday:* golf played on temporary greens and tees is non-refundable and is considered to be an accepted part of playing golf during periods of poor weather. Please note that restrictions on the use of trollies and buggies occur frequently during inclement

weather at the advice of the local course superintendent. Eire Golf Tours cannot be held responsible for such occurrence.

If you are unable to play golf on your holiday due to golf course closure we will, without guarantee and at the golf clubs discretion, attempt to obtain a refund for that element of your tour. Some golf clubs will only offer green fee vouchers to be used at a later date.

Each hotel and golf club set their own bad weather policy. All decisions regarding refunds and green fee vouchers are solely at the discretion of the golf club and are final. Eire Golf Tours cannot be held responsible should inclement weather prevail. Any vouchers issued at the golf clubs' discretion can be used for future bookings with Eire Golf Tours.

#### 14. Car Hire

Each car-hire operator has slightly different terms and conditions – you may request a copy of the relevant information at any time.

A valid driving license is required for all drivers. An International Driving Permit may also be required. It is the client's responsibility to check requirements before travelling. Any endorsements on a driving licence must be advised at the time of booking. Failure to do so may affect your entitlement for car rental. Additional drivers can be included in your rental, but extra charges may apply. Drivers must be at least 21 years of age. However, depending on the car-hire operator used and the type of vehicle required, different age limits and supplementary rental charges may apply.

Car hire rental includes unlimited mileage (unless otherwise stated), third party insurance, collision damage waiver, theft waiver, breakdown assistance and VAT. Additional excesses may apply in the event of an accident unless enhanced excess waiver insurance is purchased. It is recommended that additional insurance be taken out which will cover the excess on any claims. This is however completely at the discretion of the Client and is an arrangement between the client and Car Rental firm. Rates do not include fuel for the vehicle or personal accident coverage for the driver. It is strongly recommended you take out fully comprehensive insurance.

A credit card will be required when picking up the vehicle. The client must pay any fees associated with the late return of any vehicle. Any charges levied on Eire Golf Tours will be passed to the client along with a €100 admin charge.

#### 15. Chauffeur driven

Where a client opts for a chauffeur driven tour, a private vehicle suitable for the group size and an experienced professional driver will be included. The client(s) will have full private use of this vehicle and driver for a maximum of 9 hours per day. Any additional time outside of these 9 hours where the driver or vehicle is required is not included in tour price. Clients may make private arrangements with drivers for additional hours. Parking at certain attractions is not included in the price nor are unplanned river ferry crossings.

#### 16. Extras

Please note that all extra's consumed by clients which are not directly included in the clients confirmed itinerary, such as food, drink, entertainment and spa treatments must be paid for directly by you. The elements included in your tour booking with Eire Golf Tours strictly only include the items set out in your confirmation documentation. We accept no liability for any charges in relation to any extras outside of your confirmed tour package.

#### 17. Behaviour

Throughout your booking with Eire Golf Tours you accept full liability for any damage or loss caused by you or any member of your group.

#### 18. Passports, Visas and Health Requirements:

A passport is necessary to travel to all European countries, even when travelling within the European Union area. A passport is not currently necessary to travel between Northern Ireland and the Republic of Ireland but that may change with the UK exiting the EU. Eire Golf Tours recommends that all travellers carry a valid passport with them on their holiday.

We strongly recommend that all clients from EU Countries have in their possession a valid European Health Insurance Card. Eire Golf Tours accept no responsibility for visa requirements and travellers must ensure that the required documentation is in place prior to travel.

#### 19. Travel Insurance

Eire Golf Tours request that all travellers take out personal travel insurance at the point when the booking is made.

You need insurance to provide protection against financial loss resulting from your trip being cancelled or delayed, any theft of valuables, medical expenses, legal costs and personal liability expenses you may, in an unlikely event, incur whilst on your holiday or prior to it starting. Eire Golf Tours is not liable for any of the above and is not liable should a client not have an appropriate insurance policy in place.

Some insurance companies may consider the game of golf as a dangerous sport and you should state your participation when obtaining cover. We would further recommend that your golf equipment is covered in the policy in the unlikely event of theft, loss or damage.

You should also ensure that your insurance covers you for any non-golf related activities you may wish to undertake whilst travelling.

#### 20. Responsibility

You travel at your own risk. Eire Golf Tours act solely as an agent for transport suppliers, accommodations, and golf courses etc., and as such accept no responsibility for:

- Any loss of/or damage to property or injury to any person caused by reason of any defect. Negligence, or other wrongful act or omission of, or any failure of performance of any kind by any company, or supplier.
- Any inconvenience or loss of enjoyment.
- Any delayed departure, missed connections; substitutions of accommodations, terminations of service, or change in fares or rates as a result.
- Any cancellation or double bookings of reservations or tickets beyond the control of Eire Golf Tours.

#### 21. Force Majeure

Eire Golf Tours will not be liable for additional expenses incurred through travel delay, acts of God, force majeure or events beyond our control. Force majeure is unusual and unforeseeable circumstances beyond our control such as war or threat of war, riots, civil unrest, terrorist activity, industrial disputes, natural or nuclear disaster, fire or adverse weather conditions.

#### 22. Complaints

Eire Golf Tours act only as an agent for each hotel/accommodation provider/golf course/ car rental firm etc. If you have a complaint or experience any problems during your holiday with any aspect of these providers, we encourage that you raise your issue with the on-duty Manager at that location. If you do not reach an acceptable conclusion during your holiday, please notify via email within 7 days of your date of the conclusion of your tour.

#### 23. Arbitration

Any controversy or claim arising out of or in connection with this contract shall be settled by arbitration. The place of arbitration shall be Dublin, Ireland. The language to be used in the arbitral proceedings shall be English. The Arbitration Tribunal shall consist of a single arbitrator appointed by agreement between the parties or, failing agreement between the parties within 30 days after a request for arbitration is made by any party, appointed on the application of any party by the Chairman for the time being of the Bar Council of Ireland

When booking, the client agrees to these terms and conditions. This document was last amended on 10th January 2020.