

BELOW PAR GOLF TOURS

GOING ABOVE AND BEYOND



Above and Below Par Limited, trading as Below Par Golf Tours **Terms & Conditions and Privacy Policy**

1. Making your booking and your Contract

When you have chosen your holiday, you should contact Below Par Golf Tours directly either in writing or by telephone. You may make a provisional booking by telephone; indeed, we suggest you do so and then confirm your flights as soon as possible. Any provisional bookings will be held for two days provided this does not fall within ten weeks of departure. No provisional bookings will be accepted less than eight weeks before departure and when the deposit or required information is not returned within two days of any provisional booking it will automatically lapse without notice. Deposits paid are non-refundable.

1.1 Provisional Holiday Itinerary

When you place an enquiry with us, we will provide options dependent on your requirements and based on course, hotel, and transport availability. These provisional bookings are not confirmed until the required deposit has been made and we have issued the Booking Confirmation.

The price will be in £ sterling and will include VAT where applicable. VAT is chargeable as appropriate at the prevailing rate. We reserve the right to change prices if there are any changes in the rate of VAT.

1.2 Accuracy and Information

Below Par Golf Tours has taken all reasonable care to ensure published information and prices 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 made, we will always try to advise you prior to your holiday.

We rely on our suppliers to keep us informed of resort changes made by hotels or other services offered and if applicable these will be notified to you as soon as they are received. These changes i.e. pool closing, room renovations, golf closure etc, are beyond our control and therefore we cannot be held responsible. Please note all the information on this website was correct at time of completion.

2. Below Par Golf Tours Payment Terms

A minimum deposit of £100 per person must be paid at the time of booking to secure a booking. We may also be required to ask for additional deposit amounts for certain bookings where we need to pre-pay an additional sum to secure your booking.

The balance is to be settled no later than 10 weeks prior to departure and we reserve the right to cancel any booking where the balance is unpaid less than 8 weeks before departure.

3. Accepted Forms of Payment

Below Par Golf Tours accepts the following forms of payment:

- Bank transfers direct to Below Par Golf Tours bank account
- Major credit/debit cards via our payment processing provider Stripe

A supplement of 1.5% will also be charged for the use of any credit card which is a "commercial card" as defined at Article 2(6) of Regulation (EU) 2015/751 of the European Parliament and of the Council of 29th April 2015 on interchange fees for card-based payment transactions.

By providing your credit/debit details, you confirm that the credit or debit card that is being used is yours or that you have been specifically authorised by the owner of the credit or debit card to use it. All credit and debit cardholders are subject to validation checks and authorisation by the card issuer. If your card issuer refuses to authorise payment, we will not be able to process your booking.

Above and Below Par Ltd is a company committed to customer satisfaction and consumer financial protection. We therefore provide, at no extra cost to you, and in accordance with the current "The Package Travel, Package Tours Regulations" for all passengers booking with Above and Below Par Ltd to be fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Above and Below Par Ltd.

4. Price

All prices quoted by Below Par Golf Tours are per person and based on twin/double occupancy. Single occupancy rooms are available at most hotels however they often carry a supplement. We reserve the right to increase the price of any golf holiday advertised on our website if circumstances dictate.

5. Booking Confirmation

On receipt of your payment via the methods of payment stated in (3) we will email confirmation of your booking with Below Par Golf Tours. The confirmation will clearly state the balance to be paid and the date by which it is due.

Please check the confirmation carefully to make sure that all your booking details are correct. Contact Below Par Golf Tours if your confirmation appears to be incorrect or incomplete and we will make the necessary changes.

Below Par Golf Tours reserve the right to make changes to and correct errors after bookings have been confirmed.

Where a booking is for more than one person, the Lead Passenger will be responsible for the entire booking. As Lead Passenger you guarantee you have authority to accept on behalf of your party the terms and conditions of the booking. The Lead Passenger will be responsible for making all payments in accordance with the contract. To finalise a booking a deposit is required to be paid to Below Par Golf Tours Ltd by the Lead Passenger.

Your booking is confirmed when we have a confirmation receipt of deposit from the providers (golf course and accommodation providers) and this also confirms your acceptance of our booking conditions.

The Lead Passenger is responsible for keeping all members of their party informed of the booking and communicating to Below Par Golf Tours of any amendment or cancellation in writing.

6. Dress Code

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, e.g., not having soft spikes. Please check before you travel that your group is aware of appropriate golfing attire.

7. Standard of Play/Golf Etiquette

Knowledge of golf etiquette and the rules of golf are expected by all members of your group. It is advised that all members of the group must carry current handicap certificates. Many courses will require handicap certificates before accepting visitors on the course. Below Par Golf Tours will advise you at the time of booking if any of the courses on the holiday have a maximum handicap restriction. Please ensure that you arrive on the tee no later than 10 minutes before your allotted tee time. We will accept no responsibility if you are refused play due to an inability to comply with the course's requirements.

8. Tee Times

Golf courses reserve the right to alter confirmed tee times. If your confirmed golf club cancels your reservation or significantly changes your tee time, we will try to find a suitable alternative if required. 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.

9. Condition of the Golf Course

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. Below Par Golf Tours cannot be held responsible for the impact of such work.

10. Our Descriptions

The descriptions of the hotels and golf courses and other aspects of the holidays are based on the observations 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 may 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.

11. Behaviour

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

12. Cancellations/Amendments

It is possible for you to change numbers or cancel your holiday at any time provided that the person who originally booked the holiday sends us written notice by letter or email. We recommend you have Travel Insurance, which includes Cancellation Expenses.

Cancellation charges are calculated from the day Cancellation is notified. The Cancellation charge will vary by the period before departure:

71 days or more	- Deposit only
70-57 days	- 60% of holiday price
56-36 days	- 80% of holiday price
Within 35 days of departure	- 100% of holiday price

Changes you request that can be made to a booking but if done within 8 weeks of the holiday are subject to a £100pp, discretionary administration charge.

13. Price Changes

The price of your chosen holiday will be confirmed at the time of your booking. Once the price of your chosen holiday has been confirmed and we receive full payment within seven days of the date shown on our Confirmation, we will guarantee your holiday against any future price increases.

The price of your holiday is subject to surcharges on currency fluctuations. In these cases, we will absorb an amount equivalent to 2% of the basic cost excluding any amendment fee. If the surcharge amounts to more than 10% of the holiday price as referred to in your revised confirmation you will be given the option to cancel your holiday with a full refund of all monies paid except for any amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 7 days from the invoice date.

We reserve the right to alter the prices of any holiday shown in any of our published material or on the website. You will be advised of the current price of the holiday that you wish to book before your contract is confirmed.

14. Passports, Visas and Health

A passport is necessary to travel outside of the United Kingdom.

Below Par Golf Tours accepts no responsibility for visa requirements and advises all travellers to ensure that the requisite documents are in place prior to travel. Health requirements for travelling abroad change, and you should check for the latest information in ample time before departure. For more information consult the Foreign, Commonwealth and Development Office (FCDO).

It is the responsibility of each group member to ensure they possess all the necessary documentation i.e., passport, visas, and any other travel documentation. Below Par Golf Tours will not be liable for loss of service due or extra expense incurred due to the lack of such documentation. No credit or refund will be given for any unused services included in the price or for any lost, mislaid or destroyed travel documents.

15. Insurance

Below Par Golf Tours strongly recommends you have adequate travel insurance. Some insurance companies may consider the game of golf as a dangerous sport, and you should mention your participation when obtaining a quotation. You should also ensure that your golf equipment is covered in the policy.

Below Par Golf Tours recommends that you have luggage, accident, and trip cancellation insurance. Below Par Golf Tours will not be held liable for loss, damage or theft of luggage or personal belongings, illness, or accident. It is important for your own self-interest and protection that you make certain you have adequate coverage. Check with your insurance provider for further details. We do not check insurance policies, as it is your responsibility to ensure the insurance cover you purchase is adequate for all your personal needs.

Below Par Golf Tours also strongly recommends you take out comprehensive car insurance if renting your own vehicle for your holiday.

16. Weather Conditions during your Golf Holiday

Bad weather is unavoidable during the year and as a result golf courses may either close or the golf course will operate temporary tees and/or greens at their discretion. In the event of bad weather our "Bad Weather Policy" is:

Golf played on temporary greens or tees is non-refundable and is an accepted part of playing golf during periods of bad weather. Please note that trolley and buggy bans occur frequently when a course is wet and are determined by those in charge of the course. Below Par Golf Tours cannot be held responsible due to inclement weather conditions.

If you are unable to play golf on your break due to golf course closure we will, without guarantee and at our suppliers' discretion, endeavour to obtain a partial refund or green fee vouchers for the golf element of your break. Each hotel and golf course set its own "Bad Weather Policy". All decisions regarding partial refunds or green fee vouchers are solely at the discretion of the hotel and golf course and are final.

17. Special Requests and Medical Problems

If you have any special requests, you must advise us at the time of booking. Although we will endeavour to pass on any request to the relevant supplier, we cannot guarantee any request will be met. Confirmation on any Below Par Golf Tours documentation of a special request only confirms the request and not confirmation

that the request will be met. If you or any member of your party has any medical problem or disabilities that may affect your break, full details must be provided to Below Par Golf Tours in writing at the time of booking. If the supplier in question feels unable to fully accommodate any needs, we must reserve the right to decline your reservation, or indeed, if full details are not provided at the time of booking, cancel when we become aware.

18. Complaints

Below Par Golf Tours act as an agent for each hotel. If you have a complaint or experience any problems with the accommodation during your holiday, please inform the hotel and your host immediately. We recommend that you speak to the Hotel General Manager and take up the matter with him/her directly.

If you have any complaints concerning any services we provide you must inform us in writing by letter or email within 7 days of your date of return.

If you have a complaint concerning any services we provide, as opposed to any service provided by a third party such as a hotel for whom we are not responsible, you must inform us immediately in writing within 7 days of your return date. We regret we cannot accept any liability if we are not so notified. Our maximum liability to you if we are found to have been at fault in relation to any service we provide is limited to the commission we have earned or are due to earn in relation to the booking in question.

19. Liability

We promise to make sure that the booking arrangements we have agreed to make, perform or provide as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, your contracted booking arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing as applicable, your contracted booking arrangements and, in the case of your contracted booking arrangements not being provided as promised or proving to be deficient, that this has affected your enjoyment of your break. Please note it is your responsibility to show that reasonable skill and care has not been used and that your enjoyment has been affected if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

We have a duty to select the accommodation providers with reasonable skill and care, but have no liability to you for the actual provision of the accommodation, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, provided we have selected the provider with reasonable care and skill, we will have no liability to you for anything that happens at the accommodation or any acts or omissions of the provider or others. Any assistance provided in resolving a complaint in relation to any booking is provided on a goodwill basis.

We will not be liable for any injury, illness, death, loss (for example loss of enjoyment) damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- a) The act(s) and/or omission(s) of the person(s) affected or any member(s) of their party;
- b) Or the act(s) and/or omission(s) of a third party not connected with the provision of your booking and which were unforeseeable or unavoidable;
- c) Unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if due care had been exercised; or
- d) An event of "force majeure" (as defined in 22 below)

We do not accept any responsibility or liability for any services which do not form part of our contract with you. This includes, for example, any additional services or facilities that are not as advertised on our website or in any of our brochures as being included in the price of your break and we have not agreed to arrange them.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times your booking.

We do not accept liability for any damage, loss, cost expense or other sum(s) of any description (a) which, on the basis of the information given to us by you concerning your booking prior to our confirming it, we could not have foreseen you would suffer or incur if we breached our contract with you or (b) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we do not accept liability for any business losses, including loss of profit.

20. Extras

Please note that all extras consumed on site such as food, drink, entertainment, spa treatments and transport must be paid for by you and the booking with Below Par Golf Tours only includes the package set out in your confirmation. We accept no liability for any charges you incur on site in relation to any extras outside your package.

All prices are quoted in £ sterling. Unless otherwise stated our prices do not include flights & airport taxes, golf club hire, golf cart or car hire fees, caddies, fuel, sightseeing, telephone calls, laundry, entertainment arrangements not specified in the itinerary, all meals, drinks and beverages not specified, gratuities and any other items of a personal nature.

21. Changes and Cancellations by Us

Below Par Golf Tours reserves the right to make changes to and correct errors on our website and in our published material both before and after bookings have been confirmed.

As arrangements for holidays are made months in advance, we must reserve the right to make changes to holidays and website details (other than price subject to permissible charges as provided by the previous clauses in this contract) both before and after your holiday is booked. Most changes are minor, however occasionally we need to make a significant change. This could involve a change of your resort area, your accommodation to that of a lower rating, or in the case of a holiday, a significant change of itinerary. Please note we cannot be held responsible for any special offers that have been withdrawn by the hotel or golf course after booking your holiday. In the case of minor changes, we reserve the right to implement them at any time without obligation to advise you or pay any compensation. In the case of significant changes we will inform you as soon as is reasonably possible and offer you the choice of;

- a) Accepting the changed arrangements
- b) Purchasing another holiday from us (with you paying any difference or receiving any refund)
- c) Cancelling your holiday and receiving a full refund of all payments made to us (other than amendment charges)

Subject to any special requests, we will pay you compensation as set out below where a significant change is notified to you;

Period before departure - compensation:

57 days or more	- nil
56-29 days	- £20
28-15 days	- £30
14-8 days	- £40
7 days or less	- £50

The above compensation is payable per passenger in full and final settlement of all or any claims. We will not accept responsibility for any costs or expenses or compensation in addition to the sums mentioned above.

22. Force Majeure

Force majeure is unusual and unforeseeable circumstances beyond our control and the consequences of which could not have been avoided even if all reasonable measures had been taken. Such events may include, without limitation: war or threat of war, riots, civil unrest, actual or threatened terrorist activity, industrial disputes, natural or nuclear disaster, fire, epidemics and pandemics, airspace closures (as well as

other air traffic management decisions which may give rise to long or overnight delays or cancellations of one or more flights) or adverse weather conditions. Below Par Golf Tours will not be liable for additional expenses incurred through these and similar events outside our control.

23. Late Arrival

It is your responsibility to ensure that you are at the correct departure points in good time. We cannot accept responsibility for any claim if you miss an aircraft, train, or ferry because of your late check-in.

We strongly advise, due to the additional security checks undertaken at airports, that you arrive at your departure airport well in advance of the stated check-in time.

24. Delays

In the event of delays to your transportation, the provision of refreshments is governed by the individual operator's policy. Below Par Golf Tours do not book flights and cannot accept liability for any delay due to arrangements you make for air travel, or any other transportation not booked with us.

25. Our Responsibility

Below Par Golf Tours endeavour to make sure that all parts of the holiday are arranged, performed, or provided with expertise and care. Our liability in all our bookings shall be limited to the commission we have earned or are due to earn in relation to the booking in question.

26. English Law

A booking with Below Par Golf Tours and all matters arising out of it, are governed by English Law.

27. Data Protection

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the information you provide such as name, address, and any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We must pass the information on to the relevant suppliers of your travel arrangements such as hotels, transport companies etc. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them or as required by law. You are entitled to a copy of your information held by us. If you would like to see this, please contact Customer Services at Below Par Golf Tours, we make a small charge for providing this to you.

We may wish to contact you by post, telephone or email with news, information and offers on our golf breaks and other similar products and services offered by our Company, other selected third parties, and for market research purposes. If you prefer not to be contacted for any of these purposes, please contact Customer Services at Below Par Golf Tours.

If you have consented to receive marketing communications from us (including our email newsletter) or from selected third parties by email, the relevant third party or we may contact you by email for this purpose. You may unsubscribe at any stage to future emails.

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Privacy Policy

The Below Par Golf Tours website is owned and operated by Above and Below Par Limited. We are committed to safeguarding your privacy online. Please read this Privacy Policy to understand how your personal details will be treated. This policy may change from time to time so please check it periodically.

1. Information collected:

1. If you wish to enquire or book with Below Par Golf Tours, we ask for some personal details. These details may include your name, address, passport information, golf handicap, email and telephone numbers.
2. We may also ask you whether you would like to receive emails and mailings from us about our other products or services or from other companies about their products and services, which may be of interest to you.
3. We will only pass on your details to other companies, if you have indicated that you would like to receive further information from them. If you would like to revise the information provided to us, or believe what we currently have on record is incorrect, you may update the information by emailing issy@belowpargolf.tours
4. We may from time to time ask you for further information in order to update our records or for particular purposes. We will always tell you how we will use any further information received from you. We may share aggregate data, based on users' demographics, interests, and behavior with our advertisers or business partners, but this aggregate data will not contain identifiable personal data.

2. Sharing your personal details:

1. Some of your personal details will be shared with other companies Eg: hotels, ground transfer operators and golf courses to fulfil your booking.
2. We will also share your personal details with third party credit or debit card companies, or companies we use to issue quotations, invoices and receipts.
3. From time to time, we make certain third party offers available through our website or we publish competitions co-organised by third parties.
4. If you choose to purchase products or services offered on our websites by third parties (for example club or trolley hire), accept offers or participate in a competition, some of your personal data, such as your contact details and your billing information, may be directly collected by or disclosed to that third party.

3. Log files:

1. Every time someone visits our web site a log file is generated. This contains information such as the user's IP (Internet Protocol) address, how long that user spent on the site and which parts of it they looked at. We collect this information to help us diagnose problems and administer our systems, to report aggregate information to our advertisers, and to audit the use of our site (e.g. what part of the world users are connecting from, or what ISPs are being used).
2. We do not normally link IP addresses to anything personally identifiable, which means that you remain anonymous even though we include your IP address in our aggregate information.

4. Cookies:

1. Cookies are small pieces of information that are stored on and retrieved from your computer by websites for record-keeping purposes. The use of cookies is an industry standard and you will find them in use on most major websites.
2. We may use cookies to track traffic from our affiliates.
3. Most computers are set up to automatically accept cookies. However, you can reset your browser settings to refuse cookies, or alert you when a cookie is being sent so you can choose whether or not to accept it. Unfortunately, if you choose to refuse our cookies, some parts of our service may be slower or not function properly.
4. We may use Remarketing with Google Analytics to advertise online.
5. Third-party vendors, including Google, may show our ads on sites across the Internet.
6. We and third-party vendors, including Google, may use first-party cookies (such as the Google Analytics cookie) and third-party cookies (such as the DoubleClick cookie) together to inform, optimise, and serve ads based on your past visits to our website.

5. Use and disclosure of personal information:

1. If you contact us we may keep a record of that correspondence and incorporate the information it contains into our database.
2. If we are requested by the police or a regulatory or government authority investigating illegal activities to provide information concerning your activities whilst using the network, we shall do so. Similarly, we will disclose your personal data as part of a transaction whereby our company or business assets are transferred to a third party or if we are compelled to do so by law.

6. How we protect information:

1. We take every precaution to protect your information. To this end all personal information stored by us is kept on a server in a secure environment. Only employees who need the information to perform a specific job are granted access to personally identifiable information.

7. How you can help us protect your information:

1. Please keep in mind that whenever you voluntarily disclose personal information online in non-protected environments - for example on message boards, through email, or in chat areas - that information can be collected and used by others. In short, if you post personal information online that is accessible to the public, you may receive unsolicited messages from other parties in return.
2. Also remember to close your browser window when you have finished. This is to ensure that others cannot access your personal information and correspondence if you share a computer with someone else or are using a computer in a public place. We cannot ensure or warrant the security of any information you transmit to us or from our online products or services, and you do so at your own risk. Once we receive your transmission, we make our best effort to ensure its security on our systems.

8. Surveys, Competitions and Promotions:

1. From time to time we conduct surveys, competitions and promotions and may request information from you as part of these. Participation in these is entirely voluntary and you therefore have a choice whether or not to disclose any information which might be required.

9. Email Newsletters:

1. You have the option to receive various email services we offer and in this regard, we present the option to be removed from these types of communications.
2. From time to time we may need to send you site and service announcement updates.

10. Photographs at Below Par Golf Tours events

Below Par Golf Tours hosts will take photographs at events. The photographs taken may be shared on our Facebook page. If you prefer not to be included in photographs, please tell us.

Individuals are not tagged in photographs posted by Below Par Golf Tours on Facebook and photographs will not be shared by us in any other way, such as for marketing, without the individual's permission.

11. Correction/Updating Personal Information

1. If your personal information changes or if you no longer wish to subscribe, we will endeavour to correct, update or remove the personal data provided to us as soon as possible.

Contact information

Email: issy@belowpargolf.tours

Address: Above and Below Par Ltd, One The Elms, Silverstone, Northants NN12 8WD

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