

# **Elite Golf Experiences LLC**

License ST 38272

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America's #1 for Elite & Corporate Golf Travel

#### **General Terms & Conditions**

Thank you for accessing the terms and conditions for Elite Golf Experiences LLC. 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. If we, however, 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 25% non-refundable deposit of the total cost of the package is required unless a different amount is specified at time of booking.

Your final payment of the remaining balance is due 90 days prior to arrival unless stated otherwise upon confirmation of your reservation. If your booking is made within 90 days of travel, Elite Golf Experiences LLC 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.

**Tournaments, Special Events, Group Travel**: Specific deposit, payment schedule, and cancellation policies may differ according to the venue. Special group travel arrangements and tournaments, unique deals and early-bird offers often require 100% non-refundable deposits due to the nature of the venue and third-party vendors and suppliers requiring funds to reserve hotel reservations, tee times, tickets...etc. at special prices.

It is only when confirmation has been received by you that the booking is deemed to be confirmed. Elite Golf Experiences LLC will generally hold reservations pending final approval but cannot guarantee pricing until you make a deposit.

# All Payments are to be made to Elite Golf Experiences, LLC.

a) domestic ACH transfers to Bank of America, Account Nr: 8981 5113 2848, ACH Routing Number: 063100277 b) international wires in USD to Bank of America, N.A., 222 Broadway, New York, NY 10038, Account Nr: 8981 5113 2848, SWIFT CODE: BOFAUS3N

c) by Visa, Mastercard, or American Express

d) by check payable to Elite Golf Experiences LLC, 201 Beachway Drive, Palm Coast, FI 32137.

Late Payment: If full payment of any amount due to us has not been received by the due date and we have still not received payment from you fifteen (15) days after serving notice on you requesting such payment, we shall be entitled to: (a) charge you interest on all amounts outstanding at four per cent per month until actual payment is made; (b) refuse to supply any or all of the Confirmed Services booked pursuant to the Proposal or booked pursuant to any other signed Proposal between you and us; (c) claim for all reasonable losses and costs suffered by us as a result of non-payment and/or late payment; and/or (d) terminate the agreement for the provision of all Confirmed Services / your package inclusions.

All prices on brochures and websites are in USD unless marked otherwise and are subject to change due to currency fluctuation and changes in duties, taxes, and government levies. Supplements apply for single occupancy.

#### 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.

Any changes (dates, names, courses, tee times, etc.) requested by you after the time of booking will result in a change fee of \$50.00 per change. Supplier imposed fees may apply as well and package prices may have increased since time of booking. All golf packages will be re-priced at the time the changes are made, which may result in a price different from the original price.

Name changes or any other changes to a confirmed itinerary after the travel documents have been sent cannot be accommodated.

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

We understand things come up that can affect your travel. All cancellations must be submitted in writing to Elite Golf Experiences LLC and are subject to the following terms:

Individual Tours: For cancellations up to 90 days prior to the date of your booked tour (departure date), a fee of 25% of your trip cost (your non-refundable deposit) will be charged in addition to any vendor-imposed fee above that amount. 90 to 61 days

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prior to the date of your booked tour, 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 61 days prior to the departure date.

**Tournaments & Special Events:** Special venues and tournament deposits and payments are non-refundable unless stated otherwise on the package proposal or outlined differently in specific terms & conditions.

**Group Travel:** All deposits and payments are non-refundable unless a **30-Day Money Back guarantee** for a specific booking window is specified on the booking form OR the cancellation is caused by a force Majeure (including pandemics). In case of a cancellation caused by a force Majeure, an admin fee of \$ 300.00 pp applies.

A replacement guest, fully registered and paid up to date is required to receive a refund of your deposits and payments less a processing fee of \$50.00 and less any supplier / vendor-imposed fees.

**Cancellation of one party member:** In case one member of a party cancels or the minimum number of people as outlined on the booking form is not met, it may affect the total package price for the remaining members / participants of the group. The price may increase as shared cost for transportation etc. will have to be shared among fewer people. The cancellation of one-party member will also affect the cost of the package for the other person in a double occupancy

The cancellation of one-party member will also affect the cost of the package for the other person in a double occupancy situation. Single supplement will apply.

Cancellation notice must be given to Elite Golf Experiences LLC during business hours - Monday through Friday 9:00 a.m. to 6:00 pm. EST time in writing to office@elitegolfexperiences.com

In the event the group trip is canceled due to the minimum number of guests not meeting the required amount, all guests will receive their full deposits within 30 days of notice by Elite Golf Experiences LLC.

#### **Cancellation by Elite Golf Experiences LLC**

Elite Golf Experiences reserves the right to cancel your tour. 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 30 days of departure other than for reasons of Force Majeure including pandemics.

#### 4) Travel Protection Plan

Smart choice. Due to strict cancellation policies of suppliers to refund any direct costs, Elite Golf Experiences LLC highly recommends a travel insurance plan as your travel investment against the unexpected.

Elite Golf Experiences LLC is not a licensed insurance broker. We do not carry and have no obligation to carry, insurance coverage to protect you. But Elite Golf Experiences LLC has an excellent cooperation with an excellent Travel Insurance Provider Travel Safe. For a summary of plan details on benefits, coverages, limitations, and exclusions, please see <u>Travel Safe</u>

## 5) Currency Changes & Fluctuations

If you travel to non-USA destinations your trip cost may be subject to changes because of currency fluctuations. A final itinerary and price will be provided at 90 days prior to travel, and this will be the final price. Changes in the currency value of 8% or less are your responsibility. If the price increases by more than 8%, you have the option to cancel the trip without any penalty (unless there are vendor-imposed fees). Elite Golf Experiences LLC makes every effort to protect you from currency changes and fluctuations.

Note: In case you made a full non-refundable deposit at time of booking, the above clause doesn't apply! There will be no price changes due to currency fluctuations.

#### 6) 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 8% 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 or from date of notification.

You will be notified of any surcharges no later than 40 days prior to your tour date. 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 your date of travel.

#### 7) Passports, Visas and Health 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 LLC cannot be held liable and there will be no refund of any portion of your trip. Note: Passports are required for U.S. citizens when traveling to most international destinations. Passports should be valid for six months upon entry into the country. Visas may also be necessary for some destinations, please inquire for detailed information.

#### 8) Travel Documents

Travel documents are delivered 30 days prior to your date of travel. Under no circumstances will Elite Golf Experiences LLC release documents without full payment.

#### 9) Air Travel

Air travel is not included in your Package unless specified in your package. Air travel or any other means of transportation to your destination is your own responsibility.

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## 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 LLC, 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.

Captions are for reference only and shall not constitute a part of this contract or be given any substantive effect.

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

Golf courses reserve the right to alter confirmed tee times. If your confirmed golf club cancels your reservation or changes 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 LLC 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 strongly 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 tour guide, 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.

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

Elite Golf Experiences LLC 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 LLC 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 LLC, or its affiliates.

All certificates and other travel documents for services issued by Elite Golf Experiences LLC 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 LLC, Elite Golf Experiences LLC will arrange for the provision of comparable services. Any resulting additional expense will be your responsibility, and any resulting savings will be refunded to you by Elite Golf Experiences.

Elite Golf Experiences LLC has the right to alter the printed itinerary, brochure prices, and package features without notice and shall not be responsible for any inconvenience or expense occasioned by such changes.

By embarking on your travel, you acknowledge these terms and voluntarily assumes all risks. All rates contained in your proposal are valid at the time presented but are subject to change at any time. You individually and on behalf of your heirs, spouse and beneficiaries expressly waive any claims of any nature or descriptions against Elite Golf Experiences arising from, or in any way attributable to, golf packages in conjunction with Elite Golf Experiences LLC golf holiday programs.

You agree that neither Elite Golf Experiences LLC, 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 you and Elite Golf Experiences LLC directly or indirectly relating to the Terms and Conditions shall be first submitted to mediation at Flagler County, Florida before a mediator mutually

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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 LLC must be commenced within one year following the date of travel completion.

Neither Elite Golf Experiences LLC 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 LLC 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.

By booking a trip, you acknowledge that you have reviewed and accepted the terms and conditions with Elite Golf Experiences LLC.

## Elite Golf Experiences LLC

Director: Evelyn Gruber 201 Beachway Drive, Palm Coast, FL 32137, Florida USA, Phone: (+1) 386 868 0555 / E-mail: office@elitegolfexperiences.com Florida Seller of Travel License ST 38272 Florida Surety Bonds Inc, Bond Number: A190064418

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