

## **Booking Terms and Conditions**

This document (together with the documents referred to on it) tells you the terms and conditions on which we book any of the sport specific courses (Courses) listed on our website (our site) or contained within our current brochure (Brochure) with you. Please read these terms and conditions carefully before booking any Courses through our site or (if possible) by telephone. You should understand that by booking any of our Courses, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

We will email you a copy of these terms and conditions to confirm a telephone booking and if you do not agree with them please cancel your booking in accordance with clause 10.1.

Please understand that if you refuse to accept these terms and conditions, you will not be able to book any Courses with us.

### **1. Information about us**

1.1 Orbis Golf Limited is registered in England and Wales under company number 7646018 and with our registered office at Argyll Cottage, 42 Salisbury Road, Steeple Langford, Salisbury, Wiltshire, SP3 4NA.

### **2. Your status**

By placing an order with us, you warrant that:

- (a) you are legally capable of entering into binding contracts;
- (b) you are at least 18 years old;
- (c) you are the parent or legal guardian of the child(ren) you are booking onto the Course(s) (Participant(s))
- (d) all Participants are reasonably fit and healthy, capable of participation on the Course and that you have fully disclosed details of any relevant information on the Child Information Form (as defined in clause 6.1);
- (e) all Participants will be (on the date of the Course(s)), between the ages of 4 and 18 years old and in full time education; and
- (f) you are resident in the United Kingdom.

**3. How the contract is formed between you and us**

- 3.1 After booking a Course, you will receive an email from us confirming the booking (Booking Confirmation), which is when the contract between us (Contract) is formed.
- 3.2 The Contract will relate only to those Courses whose booking we have confirmed in the Booking Confirmation. We will not be obliged to supply any other Courses, which may have been part of your booking until the confirmation of booking of such Courses has been confirmed in a separate Booking Confirmation.

**4. Quality of Courses**

- 4.1 Unless we are prevented from doing so by a Force Majeure Event, we will provide Courses which
- (a) conform in all material respects with their description (on our site or in the Brochure);
  - (b) are carried out with reasonable care and skill;
  - (c) are fit for any purpose we say the Courses are fit for; and
  - (d) comply with all applicable statutory and regulatory requirements for supplying the Courses in the United Kingdom.
- 4.2 This warranty is in addition to your legal rights in relation to services which are not carried out with reasonable skill and care or which otherwise do not conform with these terms and conditions. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 4.3 These terms and conditions apply to any substitute Courses we arrange with you in the unlikely event that the original Courses do not conform with these terms and conditions.
- 4.4 You must provide us, in sufficient time, with any information and instructions relating to the Courses that is or are necessary to enable us to provide the Courses in accordance with these terms and conditions. This information includes completion of a Child Information Form in respect of each child, together with any other information about the Participants that you think is relevant for us to know in respect of the Courses(s).
- 4.5 If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Contract by giving you written notice.

**5. Provision of Course(s)**

- 5.1 We will provide the Course(s) to the Participant(s) on the date(s) set out in the Booking Confirmation.
- 5.2 We will make every effort to carry out the Course(s) on time but there may be delays due to circumstances beyond our control. In this case we will complete the Courses as soon as reasonably possible, and in the even if we have to cancel a Course you will be offered a place on an alternative Course or a full refund.
- 5.3 We may have to suspend a Course if we have to deal with technical problems, or to make improvements to the Course. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.
- 5.4 We reserve the right to modify a Course due to adverse weather conditions, low attendance or other unforeseen circumstances and will notify you of such modification as soon as possible.

**6. Child Information Form**

- 6.1 Within the Booking Confirmation email you will be sent a form setting out your child's details, (a Child Information Form). The Child Information Form must be completed for each Participant truthfully and comprehensively, providing us with all information which maybe relevant to the Participants taking part in the Course.
- 6.2 Please print, complete, sign and date the Child Information Form and bring it with you on the first day of the Course. We will be unable to accept a Participant onto the Course without a completed Child Information Form.

**7. Attendance at Course(s)**

- 7.1 We reserve the right to remove a Participant from the Course(s) or to refuse admittance should we deem it necessary to do so. This includes where a Participant does not comply with the safety rules and advice, does not act responsibly and courteously, is disruptive, does not participate, fails to respect or affects the enjoyment of the Course for other Participants.
- 7.2 Participants should be dressed appropriately for the sporting activities of the Course(s) on which they are enrolled. We reserve the right to refuse admittance to any Participant who we consider not to be appropriately dressed.
- 7.3 Participants are required to wear the safety equipment provided by us at all times during the activities. We reserve the right to remove from the Course(s) any Participant who refuses to wear the necessary safety equipment.
- 7.4 Participants are expected to be reasonably fit and healthy and not suffer from any medical condition, which would make it more likely that they would be involved in any incident, which could result in injury to themselves or others. If you are in any doubt as

to whether the Participant should attempt the activities we have set out in our Course details, do talk to us about your concerns prior to booking.

- 7.5 No refunds or compensation will be payable by us in the event that any Participant is not permitted to, or decides not to, undertake or complete the Course(s) for the reasons set out in this clause.

## **8. Complaints**

- 8.1 In the unlikely event that the Course(s) do not conform with these terms and conditions, please let us know as soon as possible by telephone, email or by post to Argyll Cottage, 42 Salisbury Road, Steeple Langford, Salisbury, Wiltshire, SP3 4NA. We will aim to deal with your complaint within 48 hours of its receipt in accordance with our complaints procedure.

- 8.2 We may then, at our option:

- (a) provide you with a full or partial refund, depending on what is reasonable; or
- (b) offer you a place on an alternative Course.

- 8.3 These terms and conditions will apply to any substitute Course we book for you.

## **9. Intellectual property rights**

- 9.1 The copyright, design right and all other intellectual property rights in the Brochure, the site and any other materials and other documents or items that we prepare or produce in connection with the Courses are either licensed to or belong to us absolutely.

- 9.2 You may not use the Brochure, site, materials, documents or other items detailed in clause 9.1 for any commercial purpose.

## **10. Consumer rights**

- 10.1 If you are contracting as a consumer and subject to clause 10.2 below, you may cancel a Contract at any time within seven working days, beginning on the day after you receive the Booking Confirmation. In this case, you will receive a full refund of the price paid for the Course in accordance with our refunds policy (set out in clause 12 below).

- 10.2 You agree to waive your statutory right of cancellation of a Contract concluded at a distance if the Course begins at any time within the seven working day cancellation period and your child takes their place on the Course within that time. This is because you agree to the Course starting before the end of the usual cancellation period provided by law and therefore your cancellation rights end when the Course begins.

- 10.3 If you cancel a Contract you may receive a refund in accordance with our refunds policy (set out in clause 12 below).

10.4 To cancel a Contract, you must inform us by email or by telephone. If this cancellation is made after the Course begins you must stop your child(ren) from attending any remaining sessions of the Course.

10.5 This provision does not affect your statutory rights.

## **11. Price and payment**

11.1 The price of any Courses will be as quoted on our site and in our Brochure from time to time, except in cases of obvious error. These prices may include or exclude VAT, as specified within the Booking Confirmation.

11.2 Prices are liable to change at any time, but changes will not affect Courses in respect of which we have already sent you a Booking Confirmation.

11.3 Our site and Brochure contain a large number of Courses and it is always possible that, despite our best efforts, some of the Courses listed may be incorrectly priced. We will normally verify prices as part of our booking procedures so that, where a Courses' correct price is less than our stated price, we will charge the lower amount when booking the Course with you. If a Courses' correct price is higher than the price stated on our site or in our Brochure, we will normally, at our discretion, either contact you for instructions before booking the Course, or reject your booking and notify you of such rejection.

11.4 We are under no obligation to provide the Course to you at the incorrect (lower) price, even after we have sent you a Booking Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

11.5 Payment for Courses is due at the time that the booking is made. We also accept staged payments, subject to a minimum deposit of 30% of the Course price being paid at the time of booking, with the remainder payable 2 weeks prior to the course start date.

11.6 Payment for all Courses must be by cheque (made payable to Orbis Golf Limited), by credit or debit card. We will charge your credit or debit card when we take your booking either online or by telephone and you will be notified immediately that the payment has been processed successfully.

## **12. Our refunds policy**

12.1 When you cancel a Course booked with us within the seven day cooling off period (see clause 10 above), if the Course has not begun during the cooling off period we will refund the price of the Course in full. If the Course has already begun and your child has attended any or part of it during the seven day period, you will not be entitled to a refund for cancellation.

12.2 When you cancel a Course booked with us after the cooling off period has expired:

- (a) if this is done any time after the Booking Confirmation is sent and before the date one calendar month before the first day of the Course detailed in the Booking Confirmation, we will refund the price of the Course in full; or
- (b) if this is done at any time between the date one calendar month before the first day of the Course detailed in the Booking Confirmation, and one week before the Course begins, we will refund 50% of the price of the Course to you; or
- (c) if this is done at any time less than one week before the first day of the Course detailed in the Booking Confirmation, if there is no valid medical reason evidenced by a doctor's note for the cancellation, you will not be entitled to a refund.

12.3 We will process any refund due to you as soon as possible and, in any event, within 30 days of the day you have given notice of your cancellation.

12.4 If you cancel a Course because you claim that the Course is not of an acceptable quality, we will make investigations and will notify you of any refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the Course.

12.5 We will usually refund any money received from you using the same method originally used by you to pay for your booking.

### **13. Disclaimer**

13.1 By accepting these terms and conditions, you understand and agree that:

13.1.1 the sporting activities of the Course(s) on which any Participant is enrolled involve an inherent risk of injury;

13.1.2 you are responsible for the Participant's safety and accept this inherent risk in order for your child to participate in the Course;

13.1.3 you will ensure that the Participant acts appropriately and complies at all times with our safety rules and procedures in order to minimize risk;

13.1.4 you will ensure that the Participant immediately ceases performance of the activities if you are concerned about the safety of the activities or the health of the Participant;

13.1.5 in the event of an accident or any damage, loss, injury or death, we will not be liable for any direct or indirect loss, damage or injury arising from or in connection with the activities undertaken on the Course (save for in the circumstances excluded under clause 14);

13.1.6 you accept that we will undertake all necessary risk assessments and deliver the Course(s) in as safe as possible a manner, but that this does not remove all risk of injury to the Participant; and

13.1.7 you hereby waive all and any claims against us in respect of clause 13.1.5 above.

**14. Limitation of Liability**

- 14.1 Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the purchase price of the Course you booked and any losses, which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your booking is accepted by us.
- 14.2 This clause does not include or limit in any way our liability for: (a) death or personal injury caused by our negligence; or (b) fraud or fraudulent misrepresentation; or
- (c) any breach of the obligations implied by section 2 of the Supply of Goods and Services Act 1982; or
- (d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.
- 14.3 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to:
- (a) loss of income or revenue; (b) loss of profits or contracts;
- (c) loss of anticipated savings; or
- (d) loss of data; provided that this clause 14.3 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 14.1 or any other claims for direct financial loss that are not excluded by any of categories (a) to (d) inclusive of this clause 14.3.

**15. Written communications**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, and making bookings by telephone, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

**16. Data protection**

We will only use the personal information you provide to us to provide the Courses and in accordance with the terms of our Privacy Policy.

**17. Notices**

All notices given by you to us must be given to Orbis Golf Limited, Argyll Cottage, 42 Salisbury Road, Steeple Langford, Salisbury, Wiltshire, SP3 4NA. We may give notice to you at either the e-mail or postal address you provide to us when booking a Course, or in any of the ways specified in clause 15 above. Notice will be deemed received and properly served immediately when posted on our site, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

**18. Transfer of rights and obligations**

- 18.1 The Contract between you and us is binding on you and us and on our respective successors and assigns.
- 18.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 18.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

**19. Events outside our control**

- 19.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an event outside our reasonable control (Force Majeure Event).
- 19.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
  - (a) strikes, lock-outs or other industrial action;
  - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
  - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  - (e) impossibility of the use of public or private telecommunications networks; and
  - (f) the acts, decrees, legislation, regulations or restrictions of any government.
- 19.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for



performance for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

**20. Waiver**

- 20.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 20.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 20.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 17 above.

**21. Severability**

- 21.1 If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 21.2 If any of these terms and conditions or any provisions of a Contract (or part of a provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**22. Entire agreement**

- 22.1 These terms and conditions, the Booking Confirmation, the Child Information Form and any other document expressly referred to in them constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any Contract.
- 22.2 We each acknowledge that, in entering into a Contract, (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty (Representation) of any person (whether a party to that Contract or not) other than as expressly set out in these terms and conditions.
- 22.3 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in these terms and conditions.
- 22.4 Nothing in this clause shall limit or exclude any liability for fraud.

**23. Our right to vary these terms and conditions**

- 23.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 23.2 You will be subject to the policies and terms and conditions in force at the time that you book Courses with us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Booking Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary).

**24. Law and jurisdiction**

Contracts for the booking of Courses through our site and by telephone and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.