

## **ONLINE BOOKING TERMS & CONDITIONS OF USE**

These terms and conditions govern the use by each customer (as hereinafter defined) of this website and the Online Booking System (as hereinafter defined). Please read them carefully as they affect your rights. If you do not agree to these Terms and Conditions, you will be unable to make a booking (as hereinafter defined) using the Online Booking System.

### **1 Definitions**

1.1 “Booking” means an online booking of a tee time or tee times made by a customer using the online booking system

1.2 “Booking Form” means the online booking form used to make a booking

1.3 “Booking Reference” means the reference number generated for each individual Booking made.

1.4 “Customer” means any person using this website or the online booking system

1.5 “KGC” means Keswick Golf Club

1.6 “Green Fees” means the cost of a round of golf per person offered by KGC via the online booking system.

### **2 Making a Booking**

2.1 In order to make a booking, each customer shall require to complete and submit a booking form to KGC

2.2 Customers must ensure that the details provided by them in the Booking Form are correct and complete. KGC shall not be responsible for any inaccuracies.

2.3 As soon as practicable following receipt of a Booking Form from a customer KGC will send a confirmation email or letter to the customer detailing the times of the booking.

2.4 KGC reserves the right to amend the tee time requested by up to one hour without getting prior approval from the customer.

2.5 Acceptance of the booking by KGC is subject to availability and a confirmed payment.

2.6 Bookings of less than four golfers per tee time may be moved by KGC to fill a tee time subject to a maximum of four golfers per tee time.

### **3 Payment**

3.1 Payment is required to be made by way of valid credit or debit card in the name of the customer, the details of which must be submitted on the booking form.

3.2 KGC shall determine the green fees which shall be displayed on the website. The green fees may be changed without notice at the sole discretion of KGC.

3.3 Bookings made by third parties may be liable to value added tax and as such final payment totals may be amended by KGC

### **4 Cancellation of Tee Times and Refunds.**

4.1 KGC shall be responsible for the availability of tee times. In the event of a booked Tee Time being unavailable or the course being closed, an alternative Tee Time shall be agreed or a refund shall be paid.

4.2 Full refunds will be made if the customer cancels within 7 days of making a booking. If a booking is made less than 7 days before play, then no refund will be made.

4.3 No refunds are available after the 7 working day cooling off period unless KGC cancel or unreasonably amend the booking, close the course or otherwise prevent the golfer from playing on the agreed date providing the golfer meets all other Terms and Conditions required.

4.4 In the event of uncertain weather a customer is advised to check by 'phone or on line, prior to travelling, to ensure that the course is open.

### **5 Availability**

5.1 KGC does not warrant that this website or online booking system will be fault free. If a fault occurs then this should be reported to KGC

5.2 Access to the website or the online booking system may be restricted to allow for repairs and maintenance.

5.3 KGC shall have no responsibility for any administration charges applied by the customers credit or debit card company.

### **6 Liability**

6.1 This website and the online booking system are provided by KGC without any warranties or guarantees.

6.2 This website may include links to other websites and KGC shall not be responsible for the content of any of these websites

## **7 Termination**

7.1 At any time and without prior notice KGC reserve the right to terminate the online booking system.

7.2 At any time and without prior notice KGC reserves the right to terminate any customer's use of the online booking system

## **8 General**

8.1 If any provision of these terms and conditions is found to be invalid by any court having competent jurisdiction the invalidity of that provision will not affect the validity of the remaining provisions of these terms and conditions which shall remain in full force and effect

8.2 KGC may from time to time change the terms and conditions, restrictions or benefits of using the online booking system or this website

8.3 The customer shall be solely responsible for, and KGC shall have no responsibility for any charges associated with accessing or using this website or online booking system including all charges relating to computer equipment , telephone, internet connections or access software.

8.4 KGC reserves the right to decline acceptance of any booking for any reason whatsoever.

8.5 KGC reserves the right to take any appropriate action where it is found that a customer has abused this website or online booking system or been in breach of these terms and conditions.