

O'Brien's Custom Golf Tours

26 Davison Court, Lockport, NY 14094

716/438-2014

Fax: 716/439-4347

TERMS AND CONDITIONS

Deposit and Payment: (Except Special Events) To ensure a reservation, a deposit of 25% of total price per person must be received by O'Brien's Golf Tours at the time of booking. Personal or company checks are accepted. All reservations for which the deposit is not received within 14 days are automatically cancelled. The balance of the total cost is payable 60 days prior to departure. All prices are quoted in U.S. dollars and O'Brien's Golf Tours reserves the right to alter prices should the exchange rate fluctuate. Receipt of a signed check acknowledges acceptance of our terms and conditions.

Special Events: Separate deposit payment and cancellation terms for each of our Special Sports Events are detailed on each individual proposal.

Cancellation Charges: (except Special Events) If any trip is cancelled by O'Brien's Golf Tours all deposits and payments will be refunded in full. A deposit equal to 25% of the total cost is required to confirm your tour reservation and the deposit may be subject to penalty should cancellation occur. After acceptance of the booking if the customer does not pay the balance of the tours price by the described time O'Brien's Golf Tours reserves the right to cancel the booking and the customer will forfeit the deposit. Cancellation charges will apply as follows: If cancellation occurs **MORE THAN 60 DAYS** prior to departure – a cancellation charge equal to the amount of deposits paid by the customer will be assessed. If cancellation occurs **30 – 59 DAYS** prior to departure – a cancellation charge equal to **50% of the total package** price will be assessed. If cancellation occurs **7 – 29 DAYS** prior to departure – a cancellation charge equal to **70% of the total package** price will be assessed. If cancellation occurs **1 – 6 DAYS** prior to departure – a cancellation charge equal to **100% of the total package** price will be assessed.

Change Fee: A \$25 handling fee will be charged for any change in the reservation that is requested after the original booking is confirmed and processed. Any fees charged by airlines for changes in your reservations will be passed on to you.

NOT INCLUDED IN TOTAL PRICES: Airfare unless specified, caddies, alcoholic drinks, laundry, telephone, items of a personal nature, meals not specified, and the Collision Waiver, Personal Assistance Accident Insurance, Petrol (Gas), and items not listed in the program.

Tickets: Upon completion of all payments, and approximately two weeks prior to departure each passenger will receive by mail all necessary tickets and certificates.

Unused Tour Services: Tour services included in this package and not used are non refundable, no refunds will be made for unused hotel accommodation, unused tee times, meals not taken nor any other services not used due to flight delays, schedule changes or for any other reason.

Luggage: No single suitcase may exceed 62 linear inches. Golf bags count as one piece. Baggage lost or damaged while property is in the custody of an airline, shipline, train, bus company, or transfer company cannot be the responsibility of O'Brien's Golf Tours.

Insurance: Travel insurance providing accident, baggage and cancellation protection is strongly

recommended.

Departure Schedules: The departure schedule published in the program or quoted on request are accurate at the time of printing or quoting and no changes in dates, time or equipment are anticipated. However in the unlikely event that it should become necessary to alter any of the above, O'Brien's Golf Tours cannot accept responsibility for delays or missed connections etc. arising from these changes. Everything possible will be done to notify passengers of accurate flight details.

Documentation: For U.S. or Canadian citizens, the requirement is a current passport.

Car Rental Information: Drivers must have a valid drivers license and be over 21 years of age. Car rental rates do not include gas and personal accident insurance or towing charges. On delivery of your car you will be asked to leave a cash deposit or major credit card to cover the gas. The vouchers are not refundable and car rental company or tour operator are not obligated to make partial refunds on unused services or apply any portion of the vouchers to charges for gas, insurance, or damages. All cars and mini vans are stick shift. Please advise the name of any car driver over 70 years. In Ireland the maximum driving age is 75 years.

Responsibility: Individual participants acknowledge O'Brien's Golf Tours acts only as the agent for the actual suppliers of transportation and all other travel related and golf services and accommodations. O'Brien's Golf Tours assumes no responsibility for, and participant hereby releases O'Brien's Golf Tours from, any claim, cause of action, loss, expense, injury or damage that participant may incur relating to the failure by any third party (such as an airline, hotel, transportation service or golf course) to perform its obligation to provide goods, accommodations or services; the negligence or willful misconduct of any third party in connection with the performance of its obligation to provide goods, accommodations or services; or any act of God, civil disturbance, conflict, strike, theft, governmental action or any other event or action not within the control of O'Brien's Golf Tours. Reasonable changes in the itinerary may be made where deemed advisable for the comfort and well being of the passengers, or changes as a result of unexpected conflicts not indicated in our itinerary.