

HEATHER & GORSE LLC Terms & Conditions

Thank you for booking with HEATHER & GORSE LLC. By booking a trip with us you are deemed to have agreed to these Terms and Conditions, along with our privacy policy and any other documentation we give you (hereinafter "The Agreement"), that constitutes the entire agreement between you and us and your booking is accepted by us on this basis. The services to be provided are those referred to in your BOOKING AGREEMENT.

The terms "we", "us", "our", and "HEATHER & GORSE" refer to HEATHER & GORSE LLC. The term "you," "participant," "client," "customer," "traveler," or "tour member" refers to the customer booking a reservation through us. Reference to "Suppliers" and "Service Providers" and "Overseas Partners" means all third parties who are contracted with and paid by HEATHER & GORSE LLC to provide services to you.

We may modify The Agreement for any reason—at any time—by posting a new version of these Terms & Conditions on our website (heatherandgorsegolf.com); these changes do not affect rights and obligations that arose prior to such changes. Your booking will be subject to the Terms & Conditions in effect at the time of your travel. Please review these Terms & Conditions periodically for changes. If you object to any provision of these Terms & Conditions or any subsequent modifications to these Terms & Conditions you must not make any booking with us.

By making a booking with us, you confirm that you are at least 18 years of age and may legally enter into The Agreement in accordance with all Terms & Conditions herein. If you are making travel reservations for another person, you agree to inform that person(s) about the Terms & Conditions that apply to the travel reservations you have made on their behalf, including all rules and restrictions applicable thereto and these Terms & Conditions. You agree to be financially responsible for all bookings you make. You are responsible for any bookings and travel reservations made by persons under your direction or control. You also confirm that all information supplied by you or on your behalf, or by members of your household is true, current, complete and accurate. Furthermore, you also confirm that the traveler is not an unaccompanied minor.

Reservations and Payments: Based on the high demand for accommodations and tee times at many locations in Ireland and Scotland, early reservations are essential to guarantee accommodation space and tee times on the dates that you may wish to travel.

A client trip reservation (booking) is made when the client agrees to the booking terms, submits a trip registration form and pays a non-refundable deposit of 50% of the total trip price. ***See cancellation terms below*** By making the initial deposit payment, the client agrees to all Terms and Conditions outlined herein.

The remaining 50% of the total trip price is due on, or before, 180 days prior to the start date of the trip. This second and final payment is also non-refundable. If the trip is booked less than a year before the first day of the trip, a non-refundable payment for 100% of the trip price is due at booking. ***See cancellation terms below***

Cancellation Terms: The Heather & Gorse 7-calendar day cancellation policy allows clients to book a trip knowing that if you change your mind within 7-calendar days of first payment, you will receive a 100% refund. Cancellation requests MUST be received within 7-calendar days of first payment. After 7-calendar days from the first payment, all payments are non-refundable. All cancellation requests must be received by email to heatherandgorsegolf@gmail.com. There are no exceptions to this cancellation policy.

The high demand and long lead times for Ireland and Scotland golf and travel trips are why adequate trip insurance coverage is essential to protecting your investment from unforeseen circumstances.

Transferability Terms: All payments are transferable to anyone you may find to replace you on a trip. If this occurs after the final payment, a \$200 charge will be assessed.

Pricing and Payment Method: Due to our agreements with our suppliers and service providers, we cannot itemize costs. You will be quoted one total package price per person for your trip. The quoted price for the trip applies to clients who pay cash (check) or ACH transfer. We prefer payment by a check mailed to: HEATHER & GORSE LLC, C/O Frank Washburn, 8194 Sawgrass Way, Radford, VA. 24141, USA. Clients who choose to pay by credit card or ACH transfer will be sent an invoice via email with a link to a secure payment site. Clients who choose to pay by credit card will be charged a "convenience fee." The convenience fee will be included on the invoice. The client can choose to avoid the convenience fee by paying by check or ACH payment. It is the responsibility of each traveler to make timely payments. If we do not receive payment on or before the due dates, your travel is subject to cancellation at our sole discretion.

Once the first payment is processed, an information packet will be provided to each traveler within 30 calendar days with a detailed trip itinerary. A final packet of information will be sent to each traveler approximately one month before departure.

Price Adjustments: Although no changes in the price of your trip are expected, HEATHER & GORSE reserves the right to add a supplement or to alter the trip price due to unexpected currency fluctuations of plus or minus 5% and/or spikes in fuel prices. Any adjustments to the final price of the trip based on currency fluctuations or golf course or accommodation changes will be reflected in the final payment with the changes explained clearly.

Travel Insurance: HEATHER & GORSE strongly encourages the purchase of Travel Insurance Coverage. We include information about trip insurance in your initial booking information. It is important to check with your medical insurance provider to understand your medical benefits and coverage while traveling abroad. Depending on the type of coverage you purchase, you may also be covered for lost or stolen personal items, delayed or missed flights, lost baggage, emergency evacuation services etc. It is the responsibility of each traveler to purchase (or decline) the desired level of travel insurance and understand the requirements for making an insurance claim. HEATHER & GORSE is not responsible for lost items, delayed luggage, accidents, missed flights, or any other matters beyond our control.

Luggage: You should be able to comfortably manage your luggage and golf clubs over short distances. On most of our trips, you are expected to handle your own luggage and golf clubs from the coach to the hotel and return. Porters are sometimes available to

assist you. The key is not to over-pack!

Health Matters: It is the responsibility of each guest to be aware of their physical abilities or limitations, and to be in sufficient good health to undertake the trip. To make the most of your journey and participate in the various planned activities, you should be in good physical condition and be able to play a number of rounds of golf (as provided in the trip itinerary) or participate in selected non-golf activities that may involve walking or other being on your feet for several hours a day. If you have questions about the physical requirements for your journey, please email or call us directly. We would be happy to discuss it with you.

Lead Time for Tee Times: Tee times at many of the golf courses in Ireland and Scotland are in high demand, especially at popular and highly rated links courses. As a result, some golf courses require tee time bookings several months in advance. HEATHER & GORSE will work with the courses to secure tee time bookings at the courses our clients want to play. If tee times convenient to the clients cannot be obtained, HEATHER & GORSE will work with the clients to find alternate tee times or alternate courses. Costs will be adjusted in the final invoice.

Buggies (Riding Carts) and Trolleys (Push Carts): Renting a buggy (riding cart) is an exception in Ireland and Scotland; therefore, advanced reservations are required to book a buggy for your tee time. A few courses may require the person requesting the buggy to provide a "note" from their physician stating that the individual must ride in a Buggy due to a health condition. Trolleys (Push Carts) are readily available at all of the courses to rent for a very nominal fee. Some courses do not have buggies. Golfers planning on playing these courses will need to be able to walk 18 holes using a trolley or a caddie (if available). We will notify clients in advance if a selected golf course does not offer buggies (riding carts).

Caddies: Caddies are available at most, but not all courses. They must be reserved in advance and are usually independent agents.

HEATHER & GORSE will closely coordinate with our customers to ensure we understand individual needs regarding the need for buggies or caddies. We will reserve them when requested and let the clients know if the reservations were accepted. All fees for trolleys, buggies and caddies are paid at the golf course and are the responsibility of the client.

Air Travel: HEATHER & GORSE recognizes that travelers may have a preferred airline or elect to use frequent flyer miles for a trip; therefore, HEATHER & GORSE does not book individual or group air travel. It is the responsibility of the individual client/traveler to book their own airfare in cooperation with other group members. HEATHER & GORSE does not accept liability incurred by the purchase of individual non-refundable airline tickets. HEATHER & GORSE is not liable for any delays in travel caused by missed, delayed or canceled flights or any missed activities or accommodation nights caused by these delays. We will do our best to communicate any changes in schedules to the transportation provider if a coach/driver has been booked. For groups of 10 or more, designated group leaders have the option of using third party websites to book a group flight. This makes it easier for the group leader to make changes or reschedule flights for the entire group if circumstances change.

Traveling with Children: HEATHER & GORSE journeys have been designed for the active, mature adult. Some of our journeys may include wine and whiskey tastings, local music in pubs, and late evenings out which are not suitable for people under 21. The exception would be trips by golf teams that are led by their coaches. If you have questions about a specific journey, please contact us.

Release of Liability: This trip is arranged by HEATHER & GORSE. It has made the trip arrangements as the agent for golf, accommodation, in-country transportation providers (if requested), food venues (as included in itinerary) and in-country tour providers (as included in itinerary), all of which are independent contractors. HEATHER & GORSE in no way owns or operates the vehicles or facilities to be used during the trip, and does not guarantee or assume responsibility for the acts and/or omissions of these partners and suppliers of services, their employees, agents, etc. All bookings are subject to the conditions imposed by suppliers and HEATHER & GORSE, including coach, hotel, restaurants, insurance, golf course weather policies, and other companies, firms or persons concerned with the trip, and all customers agree that neither HEATHER & GORSE, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any trip participant or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of HEATHER & GORSE. HEATHER & GORSE is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. We cannot accept responsibility for losses or additional expenses due to delay or changes in air or other services, sickness, weather, strike, war, quarantine, acts of God or other causes beyond our control. All such losses and expenses will have to be borne by the passenger, as trip rates provide for arrangements only for the time stated. All published itineraries are subject to change, which would not be cause for a refund. We also reserve the right to amend typos and misprints in pricing and other trip information. We also reserve the right to decline to accept or to retain any person as a member of the trip, or to require a participant to withdraw from the trip at their own expense when such an action is determined by the trip leader (in consultation with other trip members and HEATHER & GORSE) to be in the best interest of the participant's health and safety, and that of the group in general. No refund will be made for the unused portion of any trip. HEATHER & GORSE does not accept liability incurred by the purchase of a non-refundable airline ticket.

Assumption of Risk: Additional risks and dangers may arise including, but not limited to, hazards of travel by train, automobile, motor coach, aircraft and other means of conveyance, animal interactions, forces of nature, political unrest, other unrest, risks associated with water, food, plants, insects and differing animal regulation, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks. As lawful consideration for the agreement with HEATHER & GORSE to participate in such trips and activities you agree you will not make a claim against HEATHER & GORSE LLC, its related companies or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost or expense, however caused, as a result of or related to your contracting for, traveling to or from, or in any and every other way participating in the trip. You release HEATHER & GORSE LLC, its related companies and its personnel from any and all claims, known or unknown, arising from contracting for, traveling to or from, and in any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all

members of your family and party, also including minors.

This agreement also binds your heirs, legal representatives and assigns. Where the guest occupies a motor coach or other vehicle seat fitted with a safety belt, neither HEATHER & GORSE nor the Operator nor its agents or co-operating organizations or service providers will be liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

Photos and Comments: Please note that HEATHER & GORSE may use any film likenesses taken of a guest and any of their written comments made while on a trip for future marketing. Clients can opt-out of using any film likenesses taken during a trip.

Consumer Disclosure Notice: HEATHER & GORSE reserves the right to cancel a trip, change the itinerary, hotel or adjust rates whenever in its sole judgment conditions warrant, or if HEATHER & GORSE deems it necessary for your comfort, convenience or safety. Currency, taxes, fees and fuel surcharges are subject to change. By offering reservations for travel in particular international destinations, HEATHER & GORSE does not represent or warrant that travel to such areas is advisable or without risk. It is the responsibility of the traveler to become informed about the most current travel information, advisories and warnings by referring both to the U. S. State Department's travel website at www.travel.state.gov/ or by phone at 1-888-407- 4747 and by accessing the Centers for Disease Control (CDC) website at <https://wwwnc.cdc.gov/travel/notices>. In the event of an active State Department Travel Advisory Level 3 or 4 against travel to a specific location on your itinerary, and if the traveler still chooses to travel to the locale of a warning, the traveler assumes all risk of personal injury, death or property damage that may arise out of or which relates to the type of events warned against.

Trips outside the USA require a valid U.S. passport. Participants are solely responsible for ensuring their passports are up to date, do not expire for at least 6 months after the trip return date (a requirement to enter many countries), have two completely blank pages (for some countries) and have all necessary visas. We recommend that you keep a copy of your scanned passport (photograph page) on your email while traveling. You are responsible for, and release HEATHER & GORSE from passport, visa, vaccination requirements, and safety conditions in travel destinations. HEATHER & GORSE strongly recommends you purchase appropriate cancellation/medical/baggage insurance for the trip. For medical information, call the US Public Health Service at 301-443-2403 and for US State Department travel advisories, 202-647- 5225. HEATHER & GORSE reserves the right to decline to accept any person as a member of the trip, or to require any participant to withdraw from the trip at any time who presents a significant risk to the health and safety of themselves or others which cannot be eliminated or reduced to an acceptable level by HEATHER & GORSE reasonable accommodation. HEATHER & GORSE reserves the right to correct an error in advertised price prior to your departure. A contract is made when your reservation and payment are accepted by HEATHER & GORSE at its offices and any dispute shall be governed by our attorney, without regard to conflicts of law principles. All participant claims must be submitted in writing and received by HEATHER & GORSE no later than twenty-eight (28) days after the completion of the HEATHER & GORSE trip. Participant claims not submitted and received within this time shall be deemed waived and barred. In calculating the cost of

your trip, HEATHER & GORSE has relied on your consent to these terms and in the absence of this release, the trip cost would have been higher.

Privacy Statement:

HEATHER & GORSE has created this privacy statement in order to demonstrate our firm commitment to your privacy.

General Statement of Principles: As described in detail below, any information we gather at this web site is strictly for our use and is not shared with any other entity, public or private, for any reason – period. We will not sell or give away any lists or other data that we may retain and we do not purchase such information from other sources.

Statistical Data: Our servers (as most) track IP addresses and referring pages to help with site maintenance and improvements. This data is viewed only as anonymous statistics to show the busiest times of the day or week, pages with errors and how effective our advertising has been. This information is not used for any other purpose.

Personal Information Collected – registration forms: With the exception of credit card info, we store the information from your registration form to allow us to track consulting issues or refer to a previous order to help provide some customer service. You may elect to have your information completely removed from this system by e-mailing us at heatherandgorsegolf@gmail.com with your request.

Information Correction or Removal: If you wish to correct, update or remove any information about you that may be in our records, please e-mail us at heatherandgorsegolf@gmail.com with the details of your request.