

# MY GOLF DAY TERMS & CONDITIONS (mygolfday.co.uk)

In these terms and conditions ("Terms") references to "MyGolfDay" means Dominic Comins T/A MyGolfDay, 185 Talmead Road, Herne Bay, Kent CT66FE, United Kingdom ("we", "us", "our"). Your use of and access to the MyGolfDay Website ("Site") and any transactions you may make are subject to the terms and conditions which are set out below. By using this Site, you agree to accept these Terms. If you do not, you should not access or view this Site.

1.

## About MyGolfDay and this Site

1. This Site is intended to be a source of useful information relating to golf days and other productions (an "Event" or "Events"). We shall use our reasonable endeavours to ensure that the information contained on the Site is accurate and up to date. We may update the content and make improvements or changes in the information, services and other materials on this Site at any time without prior notice being given. We may also update and change the Site from time to time to reflect changes to our services, customers' needs, our business priorities and/or as may be required under law.
2. It is a condition of your use of this Site that you provide complete and accurate personal details, including a telephone number and valid email address, prior to purchasing a Ticket. We shall not be liable for, and you will not be entitled to, any refunds in any circumstances attributable to your failure to provide effective payment and delivery information. This includes ensuring that your email server does not reject, bounce or otherwise prevent emails from reaching their intended recipient.
3. All intellectual property rights in the design of this Site and the contents, selection and arrangement of all of the material which is available on this Site belongs to MyGolfDay. No material from this Site may be commercially exploited in any way without our prior written permission.
4. We cannot guarantee that this Site is error free, uninterrupted, or virus free.
5. This Site contains links to other websites which are independent of MyGolfDay. We have no control over such sites and any links are provided as a convenience to you as a user of this Site, and do not imply our endorsement of the linked websites or association with their operators.

2.

## Buying Tickets and Returns

1. Tickets purchased via our Site are intended for personal use only. You and your party must not re-sell or transfer tickets, or offer to re-sell or transfer tickets, in breach of the relevant Event terms and conditions. Any breach of this condition may entitle MyGolfDay or the Event Organiser to cancel the affected tickets without refund or compensation being offered.
2. All ticket purchases are subject to credit or debit card verification, other security checks, and receipt of payment by us. We also reserve the right to carry out further checks and/or request further information in order to deter fraud. Your order may be cancelled if it has not passed our verification process or if payment is not received in full.
3. In the event of an Event being cancelled or postponed, or if the venue or content is significantly changed, we will do our best to inform all purchasers using the contact details provided when the order was made. However, it is the responsibility of the purchaser to check whether the Event is going ahead at the scheduled date, time and venue. We cannot be held liable for

any expenses you may incur in respect of travel, accommodation, or otherwise arising from cancellation or postponement of an Event.

4. For certain events there may be a restriction on the maximum number of tickets that may be purchased. We will use our best endeavours to publish this information on the Site and at the point of ticket selection for the event. In such case, we reserve the right to only offer for sale the maximum number of tickets available and to cancel any orders made that exceed the maximum authorised tickets per customer without notice.
5. We reserve the right to change the price of tickets following purchase, before or after they have been despatched to you, if we become aware that the tickets were listed at an incorrect price, including typographical errors or due to inaccurate pricing information received from the Event Organiser. If this occurs, we will notify you by e-mail or telephone as soon as we become aware of the error. If you do not confirm within 14 days that you wish to purchase the tickets at the revised price we will cancel the tickets and re-credit to your account any sum deducted by us from your debit/credit card in full as soon as possible but in any event within 21 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.
6. You must inform MyGolfDay of any change of address, contact telephone number or email address both before and after receipt of your tickets. Our preferred means of contact is email, so please ensure that you provide a valid email address and be aware that your email server or settings may treat our emails as spam or direct them to your junk folder. We cannot accept any liability that may arise from a customer failing to adhere to this condition.
7. Once you have purchased tickets, they can only be returned, exchanged or refunded in the circumstances described below:
  1. **Our Error.** If we fail to fulfil an order as a result of any negligence, or similar act or omission of our own or in breach of contract, the customer will be entitled to a full refund including any booking or supplementary fees charged.
  2. **Cancellation.** If the Event is cancelled in full (and not rescheduled we will refund your payment minus any fees MyGolfDay has incurred such as booking fees or fees charged by card providers or payment/ecommerce companies.
  3. **Rescheduling.** If an Event is rescheduled, your tickets will be valid for the new date. If you cancel within 14 days of being notified of the date change you will be entitled to the refund as per the above. If you cancel outside of 14 days then no refund will be offered.
8. Decisions to cancel, alter or reschedule Events are the responsibility of the Event Organiser, and legal responsibility for refunds or compensation for cancelled or curtailed events rests at all times with the Event Organiser.
9. There will be no refunds offered for lost, stolen or damaged tickets (save that duplicate tickets may be obtained, subject to payment of a duplication and processing fee) or if the venue or Event Organiser provides different seats to those specified on the ticket.
10. In order to fulfil any refund requests, we reserve the right to require the ticketholder to return any physical tickets or, in the case of e-tickets, suitable evidence of payment and/or a covering note containing your order reference number and contact details. Tickets should be returned to <y

Golf Day, 185 Talmead Rd, Herne Bay, CT6 6FE. It is your responsibility to ensure that returned tickets are safely returned to us. No liability will be accepted in the event of tickets being lost or misdirected in the post.

11. Refund requests will be accepted up until 14 days after you have been informed of the date of the revised event.
12. Refunds are made using the same method of payment that was used to purchase the tickets.
13. No refunds will be offered to ticketholders who fail to comply with these Terms or the terms and conditions applicable to the relevant Event.

3.

#### **Delivery and Collection**

1. Tickets will be despatched to you electronically (for example by email, mobile website or app) An order confirmation will be generated by email on completion of a successful transaction.
2. It is your responsibility to inform us promptly, and in any event within 24 hours in the event of non-receipt of a confirmation email and/or tickets, as only you may be aware of any problems that occur during the purchase process. We will have no responsibility for any costs or any other liability to you in the event of your failure to do so.
3. Always check your tickets on receipt, as mistakes cannot always be rectified later.

4.

#### **Attending the Event**

1. My Golf Day accepts no liability at an event including loss, damage or theft of any personal property; or for any loss of amenity or enjoyment suffered by a ticketholder in connection with an Event; or for any breach of the Event's terms and conditions on the part of the Event Organiser, save only to the extent such liability cannot be limited in law.
2. Event Organisers and Venues always reserve the right to refuse admission to an Event and tickets are issued subject to the rules and regulations of the venue. We will therefore not offer refunds to any ticketholders who may be refused entry or are ejected from a venue for any reason.
3. If you have any specific requirements for any Event please be sure to raise these at the time of booking or directly with the Event Organiser. We cannot guarantee that your requirements will be met if not disclosed until arrival at the venue.
4. We will not be liable for any misrepresentations, negligence, contractual or tortious loss of any kind suffered by you from the products, or services, or actions of any venue, performer, promoter or others, nor will we be liable to you for any loss of profit nor any indirect, consequential, exemplary, incidental, special or punitive damages in any circumstances whatsoever, whether due to cancellation, postponement or a material change to an Event, or otherwise.

5.

#### **Disputes**

1. Should you have any queries or complaints regarding your purchase, please contact us at [info@mygolfdays.co.uk](mailto:info@mygolfdays.co.uk) quoting any order reference

number. Your query or complaint will be acknowledged as soon as possible.

6.

#### **Miscellaneous**

1. If these Terms are not adhered to, we reserve the right to terminate the user's access and use of the Site.
2. These Terms, together with our Privacy Policy, represent the entire understanding and agreement between you and us and shall have priority over any and all prior statements, understandings or agreements whether oral or in writing.
3. These Terms do not create any rights or obligations by or against anyone other than My Golf Day, you and any external Event Organiser, to the extent that it has direct rights and obligations under these Terms. Except as provided in the previous sentence, these Terms do not create any rights enforceable by any person who is not a party to it but does not affect any right or remedy that a third party has which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.
4. We may modify these Terms at any time, and such modifications shall be effective immediately upon posting of the modified Terms on this Site. We will notify users of the Site of such changes by displaying a notice on our Site or via email. Your continued access or use of this Site shall be deemed your acceptance of the modified Terms applicable from time to time.
5. We will not be liable for any delay or failure to perform our obligations under these Terms to the extent that such delay or failure is due to any occurrence outside our reasonable control, including without limitation Acts of God, power outages, natural disasters, national emergencies, civil unrest or the threat thereof, closure of airspace, strikes, acts of terrorism, epidemics or outbreak of serious communicable disease, theft or damage to essential equipment, or any act, regulation or order of a public authority.
6. These Terms are governed by English law and any disputes subject to the exclusive jurisdiction of the English Courts and, by using this Site, you hereby submit to the jurisdiction of such courts for such purposes and waive any and all objections to jurisdiction or venue in such courts.
7. If any court finds any provision of these terms to be void or unenforceable for any reason, then such provision shall be ineffective to the extent of the courts finding without affecting the validity and enforceability of any remaining provisions.
8. Any queries regarding tickets or any other services associated with this Site should be directed to [info@mygolfdays.co.uk](mailto:info@mygolfdays.co.uk)