

# Holiday Club Hire - Terms & Conditions

On collection of your Rental Golf Clubs you must provide your: **Passport / valid Credit Card / Your Booking Voucher**

## Reservation:

Please note that when you make your golf club reservation payment will be due via credit card, on receipt of payment you will be issued your voucher, the reservation will only be confirmed once the payment has been received. All rates listed on the website are in **Euros**, and are subject to change without notice, although once a reservation has been confirmed the agreed price will be honoured.

## Subject to Availability:

Holiday Club Hire will make all reasonable efforts to provide you with the Golf Rental Equipment you ordered. However, please note that due to unknown factors such as Rental Equipment not being returned on time, insufficient Lead Time, lost or stolen equipment, etc., all of our Rental Equipment is subject to availability. If the Rental Equipment you ordered is unavailable, we will provide you with an alternative selection.

## Cancellations/No Shows:

All cancellations must be received via E-mail. Any cancellation within 14 days of delivery will be non-refundable. Golf Rental Equipment that is scheduled to be collected at the airport will be kept for 4 hours after the arrival of the flight details submitted to us, after this time the reservation will be classed as a No Show with the full rental amount forfeit (unless rebooked).

## Changing Bookings and Extension of Rental Period:

We will do our best to accommodate any changes that you may wish to make to your booking, including any extensions that you may wish to make to the Rental Period. Please note, however, that any such changes are subject to availability, particularly when requested within 72 hours or less of your arrival day.

## Pick-up/Drop-off Point:

A representative will be waiting for you at the designated collection point, ie, hotel, golf course, etc. After presenting your voucher and other required documents you will be asked to complete the contract of hire, the named person on the contract will be responsible for the clubs, the contract can be made out to each individual or a lead name. On completion your rental clubs will be handed over to you for your personal use for the said rental period.

At the end of the rental period your representative will collect your rental clubs at an agreed time and place. Failure to return your rental clubs to the agreed place submitted to us will result in a charge to your credit card to the full amount of the non-returned equipment (unless an extension has been agreed).

## Repossession of Rental Equipment:

We reserve the right to request the return of the Golf Rental Equipment or to repossess the Golf Rental Equipment at any time and for any reason. This is particularly the case if the Golf Rental Equipment is being used in a manner that violates the law, violates the terms of this Agreement, or if the Golf Rental Equipment appears to be abandoned. Renter waives, to the extent permitted by law, any and all rights to prior notice and/or hearing prior to the repossession of the Golf Rental Equipment by Holiday Club hire (MDL Group Travel & Leisure SL) it's employees or agents, In the event of repossession, MDL Group Travel & Leisure SL reserves the right to charge your credit card for the full Rental Period or for any period thereof.

## Payment:

All rentals and purchases will be made via credit card to MDL Group Travel & Leisure SL and transacted by means of a valid credit card. The renter hereby authorizes MDL Group Travel & Leisure SL to charge the renter's credit card for the agreed rental amount, any amounts due plus any late, lost, stolen, broken, non-returned equipment, and for all other amounts payable under the terms and conditions of this Agreement.

## Possible Additional Charges to Your Credit Card:

In addition to charges for the Rental Period, we may charge your credit card with following additional charges, under the following circumstances:

## Failure to Return the Equipment:

You are obligated to return the equipment to us on the last day of rental or upon our demand if we demand the return of the equipment sooner. Your failure to return the equipment to us for any reason, including if the equipment was lost or stolen may result in our charging your credit card the full amount of the manufacturer's suggested retail price for the equipment, in addition to any charges for the rental period.

The renter will not sell, assign, sublease or transfer any of the renter's interest in this Agreement or the Rental Equipment. Any such attempted sale, assignment, sublease or transfer is void and of no effect, and Holiday Club Hire shall have the right to immediately repossess the Rental Equipment and assess any applicable charges as specified in this Agreement. Holiday Club Hire may sell, transfer or assign its interest in this Agreement or the Rental Equipment without the consent of the renter.

## Warranty Disclaimer:

The equipment is rented on an "AS IS" "WITH ALL FAULTS" basis. You the renter agree to bear the entire risk as to the quality or performance of the equipment. Should the equipment be returned defective, the renter will assume the entire risk. Holiday Club Hire has not made, does not make, and hereby disclaims any representation or warranty whatsoever, express or implied, with respect to the rental equipment, including, but not limited to, it's design, performance, condition, merchantability or fitness for use for any particular purpose.

## Force Majeure:

Holiday Club Hire shall not be deemed to be in default of this Agreement if its performance is delayed or prevented by acts of God, public enemy, war, civil disorder, fire, flood, explosion, riot, labor disputes work stoppage or strike, any act or order of any governmental authority, or any other cause beyond the control of our company.

## Miscellaneous:

Any change in the terms must be in writing and must be signed by the parties hereto. Renter does not acquire any ownership or other interest in the Golf Rental Equipment except as specifically set forth herein. These terms constitutes the entire agreement between the parties.

## Loss / Damage Charges:

Head Cover 15€ | Iron or Putter 40€ | Hybrid 75€ | Wood 95€ | Driver 150€ | Golf Bag – Cost of repair or Replacement

**Holiday Club Hire** is part of **MDL Group Travel & Leisure SL** a legally-constituted Spanish travel agency with **license N°.** **C.I.AN-291904-2 / VAT N°.** **B-92883149.**