

# Terms & Conditions

Your contractual partner for online bookings through this platform is:

Enjoygolf Sport S.L.U.  
Carrer de Can Calafat 64, 1-2  
07199 Poligono Son Oms, Spanien  
Sales Tax-ID: ES-B57267783  
E-Mail: info@enjoygolf.eu

Tel. +34 / 971 45 12 72  
(Other contacts see imprints)

All transmitted data including bank account and credit card information will be encrypted using SSL only. The address and booking information will be stored and processed on our own systems. Credit card information will be transmitted only to our payment processor, Wirecard Bank, and are not stored on our systems.

All data will be used exclusively to process the booking and for information for the clients of Enjoygolf Sport SLU. The data will not be disclosed to third parties.

When paying by credit card firstly the rental fee is applied to your credit card account (authorization). When the reservation is received by our staff you will receive the booking confirmation and we will charge the amount. The text "Enjoygolf Sport S.L.U." appears on your credit card account.

For online bookings via Internet an automatic email receipt is created with all booking data (address, golf equipment and payment information). This acknowledgment of receipt only serves to control the transmitted data. For questions regarding your reservation you should always quote the booking number on the receipt.

## § 1 Object

Enjoygolf Sport S.L.U. hires golf equipment from different manufacturers. Golf equipment hire consists of a complete set of golf club sets including putter, irons, woods and a golf bag. Delivery and return of the equipment is either to our office or at the airport.

## § 2 Booking terms and conditions

### § 2.1 Period

The "day of collection" is the day on which the rental begins, "Return" is the day on which the rental Period ends.

"Rental period" is the period in days, where the golf equipment is rented, starting with the day of collection and ending with the return day.

The maximum rental period is twenty-eight (28) days.

### § 2.2 Rental price

The rental price listed on our website is relevant to the quality of the golf clubs and refers to a minimum rental period of seven (7) days regardless of whether the equipment is hired for a lesser period.

## § 2.3 Availability

Enjoygolf Sport S.L.U. will make the greatest possible effort to provide you with your reserved golf equipment. However, due to unforeseen circumstances such as lost, damaged or delayed return of golf equipment, insufficient notice, broken or stolen equipment, we will make every effort to replace the requested equipment with an equivalent replacement.

## § 2.4 Collection and Return of the Equipment

Customers must provide a valid identification document (ID or Passport) and a valid credit card and present them when collecting the golf equipment.

The equipment must be picked up on the confirmed day of collection. You can choose between:

- The airport or the office of Enjoygolf Sport SLU (right next to the airport)
- Return can be either to the airport or the office of Enjoygolf Sport SLU (right next to the airport)

During the reservation process you can select the collection and return dates. You can choose different dates and locations likewise when booking multiple sets of golf equipment

For the delivery of the golf equipment the following documents are required:

1. Copy of the booking confirmation
2. Identification card or passport
3. Valid credit card

### § 2.4.1 Collection

1. For the collection of golf equipment from our office during our opening times (Mon-Fri, 09:00-16:00 h); no extra charge will be due.
2. Reservations for the Pick-up or return date on a Saturday, Sunday, or to a German holiday or before 9:00 am or after 16:00 in the evening, we will charge an additional fee of 10 € per set and transfer date.
3. Reservations for collection or return on a Saturday, Sunday, or German public holiday or before 09:00 h or after 16:00 h, we will charge an additional fee of 10 € per set of clubs.
4. Meeting point at the airport: the information desk in the middle of the arrivals area in the public zone (outside the baggage claim).

## § 3 Booking Terms

All bookings are made on the basis of the "Terms and Conditions" with the internet booking form or by email, telephone or fax, you agree to the "Terms and Conditions" of Enjoygolf Sport SLU

The contract is based on the general booking conditions for golf clubs which is described in §1 + §2

To hire golf equipment mentioned on our website [www.enjoygolf.eu/golfclubrenting](http://www.enjoygolf.eu/golfclubrenting) you must be of legal age (over 18 years) and have the required legal capacity to form legally binding contracts on the basis of our terms and conditions.

## § 4 Payment conditions

You agree to all the conditions mentioned on the booking form when submitting it, including the dates and the required number of golf clubs.

All prices include the current rate of VAT.

The customer is obliged to provide his credit card details on the booking form. The customer gives v S.L.U. express permission to debit the booking amount (for credit card payment where selected) and all other amounts from his credit card - up to the maximum recommended official retail price of the manufacturer - which is applicable in the present terms and conditions (see § 7 + § 8). The customer authorizes Enjoygolf Sport S.L.U. to charge additional fees or refunds of credits in accordance with these terms and conditions (see §7 + §8).

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Payment of the whole amount stated in your booking confirmation should be done before the payment deadline (5 (five) business days after booking). The reservation will be cancelled if Enjoygolf Sport S.L.U. has not received the final amount by the date on the confirmation. Failure to pay on time will be considered a cancellation of your booking and the cancellation regulations will apply.

## § 5 Rebooking

At your request, to make changes for existing bookings for golf equipment, for every change or modification costs are incurred at the minimum rate of 25,00 EUR per change.

Changes to bookings are subject to the availability of golf clubs. Reductions or extensions of the rental period, changes on the number of golf clubs hired and changes of the rental period can only be made in writing.

Changes of golf equipment can only be made by complete set (golf bag, putter, irons and woods). An individual combination of a golf clubs is not possible.

## § 6 Cancellation policy

You may cancel your reservation at any time but please note that for changes and cancellations fees may be applied as follows:

1. If you made a booking reservation for golf clubs within 14 days up to 24 hours before the collection date, this reservation is genuine and can no longer be cancelled without an additional fee.
2. For cancellations of reserved golf clubs within 14 days and less than 24 hours before the collection date will lapse 70% of the total contract sum
3. For cancellations of reserved golf clubs on the day of collection and "no-shows" on the day of Collection, the cancellation fee is 100% of the contract sum.

Due to bad weather or rain no cancellations can be accepted.

## § 7 Unutilized Services

If you don't use individual services which we have booked for you due to premature return or for any other reason, there is no entitlement to a pro rata refund of the rental price

## § 8 Lost, stolen, damaged, or late return golf clubs

The customer is responsible for the equipment hired and in the case of loss, theft or damage is liable to pay the amounts listed below for the various clubs:

Brand	Model	Broken Club*		Lost or stolen club	
		without insurance	insurance taken	without insurance	insurance
Nike	Putter	70,00 €	0,00 €	140,00 €	70,00 €
	Iron	50,00 €	0,00 €	100,00 €	50,00 €
	Hybrid/ Rescue	80,00 €	0,00 €	160,00 €	80,00 €
	Fairwaywood	90,00 €	0,00 €	180,00 €	90,00 €
	Driver	170,00 €	0,00 €	250,00 €	170,00 €
Taylormade/ Callaway	Putter	70,00 €	0,00 €	140,00 €	70,00 €
	Iron	60,00 €	0,00 €	120,00 €	60,00 €
	Hybrid/ Rescue	90,00 €	0,00 €	180,00 €	90,00 €
	Fairwaywood	120,00 €	0,00 €	240,00 €	120,00 €
	Driver	170,00 €	0,00 €	250,00 €	170,00 €
Equipment	Headcover (Putter, wood, Hybrid)	16,00 €	8,00 €	16,00 €	8,00 €
	Golfbag (all brands)	150,00 €	75,00 €	150,00 €	75,00 €

\* In the case of broken clubs we need both the club shaft and the club head. Missing one of the two components the equipment will be deemed as lost/ stolen.

The customer gives Enjoygolf Sport S.L.U. express permission to charge the cost of lost, stolen or damaged equipment, and all other amounts - up to the maximum recommended official retail price of the manufacturer - to debit his credit card in accordance with these terms and conditions.

By not returning or late return of golf equipment, Enjoygolf Sport SLU reserves the right to charge the full official retail price recommended by the manufacturer to the customer's credit card.

Please inform Enjoygolf Sport S.L.U. immediately if any of the above cases, such as theft, damage etc. have occurred.

Enjoygolf Sport S.L.U. reserves the right to request the return of the hired equipment in case of improper handling and misuse of the equipment or if the clubs appear abandoned. We will charge for the rental period, as well as any damage caused by the improper handling to your credit card.

Should you be interested in extending the rental period for your golf equipment during the hire period, we will make every effort to accommodate your wishes. However, please note that this is dependent on availability of equipment.

## § 9 Modifications of the terms conditions

Enjoygolf Sport S.L.U. is entitled to make changes to these General Terms and Conditions. A change of the terms & conditions will be notified to the customer in writing or electronically, if this type of transmission allows the customer to save the changes in readable form or print. They shall be deemed to be approved if the customer does not object in writing or electronically within six weeks of notification of the change.

## **§ 10 Limitation of liability of Enjoygolf Sport S.LU**

With his signature, the applicant certifies that he is during the rental period in possession of a valid personal liability insurance and has the corresponding contributions for paid properly and on time. Enjoygolf Sport S.L.U. do not assume any warranty and liability for any damages caused or occurred.

With his signature, the applicant certifies that during the rental period he is in possession of a valid personal liability insurance and has the corresponding contributions paid correctly and up to date. Enjoygolf Sport S.L.U. does not accept liability for any damages caused or incurred.

Enjoygolf Sport S.L.U. is not liable in any way for any damage or compensation payments to customers, users or third parties for misuse of the rental equipment directly or indirectly.

## **§ 11 Changes of the basic contract**

Any amendment to this contract with Enjoygolf Sport S.L.U. must be validated in writing.

## **§ 12 Severability clause**

If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal conditions of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

For disputes arising from this contractual relationship, both parties waive their ordinary jurisdiction and submit to the arbitration of the Arbitration Tribunal of the Balearic Islands. Both parties submit to the judgment and the enforcement of this chamber. The competent arbitrator shall be appointed by the Dean of the Lawyers' Association.

## **§ 13 Revocation instruction**

Withdrawal and its consequences:

You may revoke your contractual declaration within 14 days without giving reasons in writing (eg letter or email). The time limit begins after receipt of this instruction in writing, but not before conclusion of the contract and also not before fulfillment of our duties. In order to observe the revocation period please send the revocation to: Enjoygolf Sport S.L.U., Calle Can Calafat 64, 1-2, 07199 Poligono Son Oms, Mallorca, Spain or by email to: [info@enjoygolf.eu](mailto:info@enjoygolf.eu)

In case of an effective cancellation the mutually received benefits are to be refunded. Obligations to reimburse payments must be fulfilled within 30 days. The period begins when you send us your revocation with the receipt.

## **§ 14 Privacy policy**

The data of the customers are used under the generally applicable legal requirements. Thereafter Enjoygolf Sport S.L.U. may use particular personal data, insofar as this is necessary to create the contract and contract design, service delivery or billing.

Palma de Mallorca, April 2015