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Introduction TCs

These terms and conditions, as may be amended from time to time, apply to all our services directly or indirectly (through distributors) made available online, through any mobile device, by email, or by telephone.

By accessing, browsing, and using our (mobile) website or any of our applications through whatever platform (hereafter collectively referred to as the "Platform") and/or by completing a reservation, you acknowledge and agree to have read, understood, and agreed to the terms and conditions set out below (including the privacy statement).

These pages, the content, and infrastructure of these pages and the online reservation service (including the facilitation of payment service) provided by us on these pages and through the website are owned, operated, and provided by [ibookGOLF d.o.o.](#) and are provided for your personal use only, subject to the terms and conditions set out below.

0. Definitions

- "ibookGOLF," "us," "we," or "our" means [ibookGOLF d.o.o.](#), a limited liability company incorporated under the laws of the Netherlands, and having its registered address at [Rakuseva 30, 1000 Ljubljana, Slovenia](#).
- "Platform" means the (mobile) website and app on which the Service is made available owned, controlled, managed, maintained, and/or hosted by ibookGOLF.
- "Provider" means the professional provider of Services as from time to time available for Reservation on the Platform (whether B2B or B2C).
- "Service" means the online purchase, order, (facilitated) payment, or reservation of Service as offered or enabled by ibookGOLF in respect to various products and services as from time to time made available by Providers on the Platform.

- "Reservation" means the order, purchase, payment, booking, or reservation of a Service.

1. Scope & Nature of Our Service

Through the Platform, we (iBookGOLF) provide an online platform through which Providers can advertise, market, sell, promote, and/or offer their golf courses, products and service for order, purchase, reservation, hire, and through which relevant visitors of the Platform can discover, search, compare, and make an order, reservation, purchase, or payment (i.e. the Service).

By reservation, using or utilizing the Service (e.g. by making a Reservation through the Service), you enter into a direct (legally binding) contractual relationship with the Provider with which you make a reservation or purchase a product or service (as applicable).

From the point at which you make your Reservation, we act solely as an intermediary between you and the Provider, transmitting the relevant details of your Reservation to the relevant Provider(s) and sending you a confirmation of Reservation for and on behalf of the Provider.

When rendering our Service, the information that we disclose is based on the information provided to us by Providers. As such, the Providers are fully responsible for updating all rates/fees/prices, availability, policies and conditions, and other relevant information which is displayed on our Platform.

Although we will use reasonable skill and care in performing our Service, we will not verify if, and cannot guarantee that all information is accurate, complete, or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade, or maintenance of our Platform or otherwise), inaccurate, misleading, or untrue information or non-delivery of information.

Each Provider remains responsible at all times for the accuracy, completeness, and correctness of the (descriptive) information (including the prices and availability) displayed on our Platform.

Our Platform does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification, or (star) rating of any Provider (or its facilities, venue, products or services) made available.

2. Prices

The prices as offered by the Providers on our Platform are highly competitive. All prices for your Services are displayed including VAT/sales tax and all other taxes (subject to change of such taxes) and fees, unless stated differently on our Platform.

Service prices are per person or group and subject to validity or expiration as indicated.

Applicable fees may be charged by the Provider in the event of a no-show or cancellation.

Sometimes cheaper rates are available on our Platform for a specific product, or service, however, these rates made available by Providers may carry special restrictions and conditions, for example non-cancelable and non-refundable.

Check the relevant product, service, and reservation conditions and details thoroughly for any such conditions prior to making your reservation.

The currency converter is for information purposes only and should not be relied upon as accurate and real time; actual rates may vary.

Obvious errors and mistakes (including misprints) are not binding.

All special offers and promotions are marked as such. If they are not labeled as such, you cannot derive any rights in the event of obvious errors or mistakes.

3. Privacy and Cookies

IbookGOLF respects your privacy. Please take a look at our [Privacy and Cookies Policy](#) for further information.

4. Free of charge

Unless indicated otherwise, our service is free of charge for consumers because, unlike many other parties, we will not charge you for our Service or add any additional (reservation) fees to the rate.

Trip Providers pay a commission (being a small percentage of the product or service price (e.g. green fee price)) to iBookGOLF after the end user has consummated the service or product of the Provider or (e.g. after the guest has played (and paid) the golf round).

5. Credit Card or Bank Transfer

If applicable and available, certain Providers offer the opportunity for Reservations to be paid (wholly or partly and as required under the payment policy of the Provider) to the Provider during the Reservation process, by means of secure online payment (all to the extent offered and supported by your bank).

- For certain products and services, iBookGOLF facilitates (through third party payment processors) the payment of the relevant product or service (i.e. the payment facilitation service) for and on behalf of the Provider (iBookGOLF never acts nor operates as the merchant of record).

Payment is safely processed from your credit/debit card or bank account to the bank account of the accommodation provider through a third party payment processor.

Any payment facilitated by us for and on behalf of, and transferred to the Provider will in each case constitute a payment of (part of) the booking

price by you of the relevant product or service in final settlement of such (partial) due and payable price and you cannot reclaim such paid monies.

For certain (non-refundable) rates or special offers, note that Providers may require that payment be made upfront by wire transfer (if available) or by credit card, and therefore your credit card may be pre-authorized or charged (sometimes without any option for refund) upon making the Reservation.

Check the (reservation) details of your product or service of choice thoroughly for any such conditions prior to making your Reservation.

You will not hold iBookGOLF liable or responsible for any (authorized, (allegedly) unauthorized or wrong) charge by the Provider and not (re)claim any amount for any valid or authorized charge by the Provider (including for pre-paid rates, no-show, and chargeable cancellation) of your credit card.

In the event of credit card fraud or unauthorized use of your credit card by third parties, most banks and credit card companies bear the risk and cover all the charges resulting from such fraud or misuse, which may sometimes be subject to a deductible (usually set at EUR 50 (or the equivalent in your local currency)).

In the event that your credit card company or bank charges the deductible from you because of unauthorized transactions resulting from a reservation made on our Platform, we will pay you this deductible, up to an aggregate amount of EUR 50 (or the equivalent in your local currency).

In order to indemnify you, make sure that you report this fraud to your credit card provider (in accordance with its reporting rules and procedures) and contact us immediately by email (fraud.alert@iBookgolf.com).

State "credit card fraud" in the subject line of your email and provide us with evidence of the charged deductible (e.g. policy of the credit card company).

This indemnification only applies to credit card reservations made using iBookGOLF's secure server and the unauthorized use of your credit card resulted through our default or negligence and through no fault of your own while using the secure server.

6. Prepayment, Cancellation, No-shows

By making a Reservation with a Provider, you accept and agree to the relevant cancellation and no-show policy of that Provider, and to any additional (delivery) terms and conditions of the Provider that may apply to your Service (including the fine print of the Provider made available on our Platform and the relevant house rules of the Trip Provider), including for services rendered and/or products offered by the Trip Provider.

The relevant terms and conditions of an Provider can be obtained with the relevant Provider.

The general cancellation and no-show policy of each Provider is made available on our Platform on the Provider information pages, during the reservation procedure and in the confirmation email or ticket (if applicable).

- Note that certain rates, fees, or special offers are not eligible for cancellation, refund, or change. Check the (reservation) details of your product or service of choice thoroughly for any such conditions prior to making your reservation.
- Note that a Reservation which requires down payment or (wholly or partly) prepayment may be canceled (without a prior notice of default or warning) insofar the relevant (remaining) amount(s) cannot be collected in full on the relevant due or payment date in accordance with the relevant payment policy of the Provider and the reservation.

Cancellation and prepayment policies may vary per segment, product, or service of each Trip. Carefully read The Fine Print (at the bottom of each Provider page on our Platform) and important information in your

reservation confirmation for additional policies as may be applied by the Provider.

Late payment, wrong bank, debit or credit card details, invalid credit/debit cards or insufficient funds are for your own risk and account, and you will not be entitled to any refund of any (non-refundable) prepaid amount unless the Provider agrees or allows otherwise under its (pre)payment and cancellation policy.

If you want to review, adjust, or cancel your Reservation, revert to the confirmation email or on Platform and follow the instructions therein.

- Note that you may be charged for your cancellation in accordance with the Provider's cancellation, (pre)payment and no-show policy, or not be entitled to any repayment of any (pre)paid amount.

We recommend that you read the cancellation, (pre)payment and no-show policy of the accommodation provider carefully prior to making your reservation, and remember to make further payments on time as may be required for the relevant reservation.

If you have a late or delayed arrival on the check-in date or only arrive the next day, make sure to (timely/promptly) communicate this with the Provider so they know when to expect you to avoid cancellation of your (Reservation) or charge of the no-show fee.

Our customer service department can help you if needed with informing the Provider.

IbookGOLF does not accept any liability or responsibility for the consequences of your delayed arrival or any cancellation or charged no-show fee by the Provider.

7. Disclaimer

Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we will only be liable for direct damages actually suffered, paid, or incurred by you due to an attributable shortcoming of our

obligations in respect to our services, up to an aggregate amount of the aggregate cost of your reservation as set out in the Reservation confirmation email (whether for one event or series of connected events).

However and to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, licensees, agents, or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents will be liable for

- (i) any punitive, special, indirect, or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim,
- (ii) any inaccuracy relating to the (descriptive) information (including rates, availability, and ratings) of the Provider as made available on our Platform,
- (iii) the services rendered or the products offered by the Provider or other business partners,
- (iv) any (direct, indirect, consequential, or punitive) damages, losses, or costs suffered, incurred, or paid by you, pursuant to, arising out of or in connection with the use, inability to use, or delay of our Platform, or
- (v) any (personal) injury, death, property damage, or other (direct, indirect, special, consequential, or punitive) damages, losses, or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, willful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the Provider or any of our other business partners (including any of their employees, directors, officers, agents, representatives, subcontractors, or affiliated companies) whose products or service are (directly or indirectly) made available, offered, or promoted on or through the Platform, including any (partial) cancellation, overbooking, strike, force majeure, or any other event beyond our control.

IbookGOLF is not responsible (and disclaims any liability) for the use, validity, quality, suitability, fitness, and due disclosure of the Service and

makes no representations, warranties, or conditions of any kind in this respect, whether implied, statutory or otherwise, including any implied warranties of merchantability, title, non-infringement, or fitness for a particular purpose.

You acknowledge and agree that the relevant Provider is solely responsible and assumes all responsibility and liability in respect of the Service (including any warranties and representations made by the Provider).

IbookGOLF is not a (re)seller of the Service. Complaints or claims in respect of the Service (including related to the offered (special/promotion) price, policy or specific requests made by Customers) are to be dealt with by the Provider.

IbookGOLF is not responsible for and disclaims any liability in respect of such complaints, claims, and (product) liabilities.

Whether or not the Provider has charged you, or if we are facilitating the payment of the (Service) price or fee, you agree and acknowledge that the Provider is at all times responsible for the collection, withholding, remittance, and payment of the applicable taxes due on the total amount of the (Service) price or fee to the relevant tax authorities.

IbookGOLF is not liable or responsible for the remittance, collection, withholding, or payment of the relevant taxes due on the (Trip) price or fee to the relevant tax authorities. IbookGOLF does not act as the merchant of record for any product or service made available on the Platform.

8. Applicable law, jurisdiction & dispute resolution

These terms and conditions and the provision of our services shall be governed by and construed in accordance with Slovene law. Any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the competent courts in Ljubljana, Slovenia.

If any provision of these terms and conditions is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions.