

**THE OPEN EXPERIENCES**

**LICENSEE AGENCY BOOKING TERMS & CONDITIONS**

**VERSION: NOVEMBER 2025**

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**INTRODUCTION**

The Open Experiences will assist you in sourcing accommodation for The Open Championship on the terms set out below. The Open Experiences ("Agent") arranges accommodation as agent of the Owner ("Owner") of each property ("Property"). You will be required to enter into a separate License Agreement ("License Agreement") directly with the Owner. This document is our own Terms & Conditions of acting as an Agent, and we ask that you please sign and return these pages to indicate that you accept and agree to them.

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**SECTION 1 – BOOKING A PROPERTY:**

**YOUR BOOKING REQUEST AND OUR BOOKING REQUEST ACKNOWLEDGEMENT**

- (1) You may make a booking request online via our website: <https://property.theopenexperiences.com/>. Upon receipt of your booking request, the Agent will contact you to discuss your requirements. Please inform us in writing of any medical conditions, disabilities, or special requests before booking. We and the Owner cannot guarantee that such requests will be met. If the Owner cannot accommodate your needs, your booking may be cancelled without liability. Pets are not allowed unless agreed in writing by the Owner or Agent. Assistance dogs are permitted where required by law. Unauthorised pets may result in refusal of entry or immediate termination of stay without refund.
- (2) If the Property is deemed suitable your request will be submitted to the Owner for their approval. Upon the Owner's approval, you will receive the License Agreement for your review and signature.
- (3) You should receive a Booking Request Acknowledgement Email from us acknowledging that we have received your booking request. If you have not received a Booking Request Acknowledgement Email from us after submitting your booking request, please contact us (*see Section 7 – Contact below*).
- (4) By making a booking request, you promise that you are at least 18 years and must provide photographic ID in the form of a passport. Any booking requests that do not comply with this will be refused.

**WHEN YOUR CONTRACT WITH THE OWNER FORMS**

- (5) We will consider your booking request and confirm to you in writing if the Owner accepts it. Your contract with an Owner forms and is binding when we dispatch our Booking Confirmation Email to you. If an Owner does not accept your booking request, we will not send you a Booking Confirmation Email and no contract will form – but we will contact you in this scenario.
- (6) Confirmation of your booking request for letting a property is subject to availability and at the sole discretion of the Owners and the Agent.

**CHECKING YOUR BOOKING CONFIRMATION EMAIL**

- (7) It is your responsibility to check the property detailed in your Booking Confirmation Email is complete and accurate as this is what will be provided.

**PAYMENT**

- (8) Payment is required upon receipt of an invoice, which will be issued after your booking request has been approved by the Owner.
- (9) Minimum Stay Requirement: All bookings are subject to a minimum stay of 10 nights/11days between Saturday 11 July mid-day to Tuesday 21 July mid-day, these dates are flexible subject to

the Owner's approval (i.e. for longer stays). Standard check-in time is from 12 noon on the first day of your booking, and check-out is by 10:00 AM on the final day, unless otherwise agreed in writing with the Owner or Agent. Late arrivals must be notified in advance. Failure to arrive by noon on the second day without notice may result in cancellation without refund. Should you request a booking for less than 11 days, you will be charged the full amount for an 11-day stay, and no partial refunds or adjustments will be made for early departure or late arrival.

## SECTION 2 – PAYMENT

- (1) We will invoice you on behalf of the Owner for the total amount of your rental fee and for the Security Deposit (125% of total rental fee) with your Booking Confirmation Email and confirm the instalments and payment dates.

### PAYMENT METHODS & PROCESS

- (2) You may pay by any payment method we make available to you at the time of payment or as set out on the invoice. Available payment methods will be set out on the relevant payment screen or in the payment documentation. When a payment instalment or final balance payment is due, we will either email you in advance of the payment due date with a request for the amount payable and provide you with instructions on how to make payment. You must pay us in Pound Sterling. You will be responsible for paying all bank and foreign exchange charges as applicable.
- (3) The price of your booking must be paid in the following instalments:

| <b>Payment<br/>(% of full booking value)</b>  | <b>Due Date</b>  |
|---|--|
| 25% booking deposit   | On receipt of an invoice after submitting your booking request |
| Final Balance 100%<br>(made up of 75% balance of rental fee + 25% security deposit) | 60 days prior to first date of stay                            |

**To be clear, this means that you will have paid 125% of the rental fee, but the security deposit will be returned to you as explained below and in the License Agreement.**

### LATE AND NON-PAYMENT

- (4) If for any reason any payments are not received by us by the due dates, on behalf of the Owner, we reserve the right to cancel your booking and levy a cancellation charge as though there had been a cancellation.

### REFUNDS

- (5) If, applicable, refunds will only be made to the payment source from which the payment originated.

## SECTION 3 – CANCELLATION

### IF YOU CANCEL YOUR BOOKING

- (1) You may cancel your booking at any time prior to the start of your trip subject to the cancellation charges set out below.
- (2) A cancellation can only be accepted in writing and is only effective from the date it is received in our offices. Whilst we will try to assist, we cannot guarantee that the Owner will meet such requests, and any terms in the License Agreement will apply.
- (3) If there are no specific terms in the License Agreement, we have agreed with Owners that the following scale of cancellation charges will apply:

| <i>Time Before the<br/>Open (Days)</i>                                       | 181+           | 180 -<br>61    | 60 or less |
|--|----------------|----------------|------------|
| <i>Cancellation<br/>charge as a<br/>percentage of<br/>total booking cost</i> | 25%<br>deposit | 25%<br>deposit | 100%       |

- (4) The cancellation charges or retention set out will be applied regardless of the reason for cancellation. However, if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurer. We strongly recommend that you obtain comprehensive travel insurance (i.e. to cover cancellation, curtailment, medical expenses, personal belongings, and other unforeseen events). It is your responsibility to ensure that your insurance is adequate for your needs.
- (5) If you have cancelled your booking and you are owed a refund, you will receive this within 14 days after the date we confirm the cancellation.

### CANCELLATION BY OWNER

- (6) Again, subject to any specific terms in the License Agreement, we have agreed with Owners that upon confirmation of a booking the Owner is not allowed to cancel, unless any of the following applies:
  - the Owner is no longer able to provide the accommodation for reasons beyond its control at any time; or
  - in cases of material breach; or
  - significant booking changes.
- (7) If the Owner cancels the booking for any of the reasons listed above, the Licensee will receive a full refund of all fees paid up to the date of cancellation.
- (8) Whilst not obliged to offer you any alternative accommodation, we will make reasonable efforts to assist you in finding an appropriate alternative.

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#### SECTION 4 – SECURITY DEPOSIT

- (1) A Security Deposit of 25% of the rental fee is required for all bookings. This is to be held on the Owner's behalf. During your license, this security deposit will only be used should any damages or breakages (not including wear and tear) occur. The License Agreement will explain how and when the security deposit will be returned to you.
- (2) If there is any disagreement between you and the Owner regarding the cause of any damage to the property, then we will use our best efforts to assist you in reaching an agreement. In the case that an agreement is not achievable, we recommend seeking independent legal advice (if required) to resolve the disagreement directly with the Owner.

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#### SECTION 5 – LICENSE AGREEMENT

- (1) The License Agreement between you and the Owner will set out the legal obligations in relation to the license. It will provide information such as what is and is not included as part of the rental fee and what you must and must not do whilst renting the property.
- (2) The License Agreement shall take precedence over these Licensee Agency Booking Terms and Conditions should any of these terms conflict with the information in the license agreement.

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#### SECTION 6 – LIABILITY

- (1) You acknowledge that the License Agreement are the written terms between you and the Owner, and the role of the Agent is limited being an Agent – i.e. facilitating the booking process as outlined in these Licensee Agency Booking Terms and Conditions. We accept no responsibility for any information about the bookings we make and what we pass onto you in good faith. Property descriptions, photographs, and amenities listed on our website are provided for general guidance only. While we strive for accuracy, variations may occur. We accept no liability for discrepancies unless caused by our negligence.
- (2) The Licensee acknowledges and accepts that:
  - a) The Property may contain architectural features such as stairs, low-level windows, balconies, and bathroom layouts that could present trip or fall hazards.
  - b) The Licensee shall keep the Property clean and tidy, not to use it for illegal or commercial purposes and not to behave in a way that may cause nuisance or damage. Breach of these obligations may result in immediate termination of your stay without refund.
  - c) The Licensee shall not host parties or exceed the maximum occupancy of the Property or allow any unauthorised guests to stay overnight.
  - d) The Licensee shall ensure that all guests, particularly children and vulnerable individuals, are supervised appropriately.
  - e) The Licensee accepts that smoking including e-cigarettes is not permitted inside the Property and confirms that they will not use a naked flame.
  - f) The Licensee agrees to report any safety concerns or hazards identified during the stay to the Agent or Owner without delay.
  - g) The Agent has taken reasonable steps to ensure the Property complies with UK health and safety standards, including electrical safety.

- (3) Consequently, we disclaim any liability (whether direct or indirect, in contract, tort (including negligence), statute, or otherwise) for any breach by the Owner of the terms of the license agreement. Should we breach our obligations under these Licensee Agency Booking Terms and Conditions, our liability to you is limited to a) the losses that were foreseeable to both parties at the time of contract formation b) the cost of the commission we earn on any booking, whichever is the lower, and in any event does not extend to indirect or consequential losses, including any business losses or lost profits.
- (4) The Agent is not liable for events beyond our control, including but not limited to natural disasters, pandemics, strikes, or government actions.
- (5) These Licensee Agency Booking Terms and Conditions are governed by the laws of England and Wales, and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

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#### SECTION 7 – CONTACT

##### OUR COMPANY

We are Mike Burton Travel Limited trading as The Open Experiences of 4th Floor, Broadhurst House, 56 Oxford Street, Manchester M1 6EU. Our Company Number is 02616655.

##### OUR EMAIL ADDRESS

[property@TheOpenExperiences.com](mailto:property@TheOpenExperiences.com)

##### OUR PHONE NUMBER

0344 788 4001

##### OUR WEBSITE

<https://property.theopenexperiences.com>

We process personal data in accordance with applicable data protection laws. By making a booking, you consent to your information being shared with the Owner for the purpose of fulfilling your booking. For further details, please refer to our Privacy Policy available on our website.

**I have read and agree to these Licensee Agency Booking Terms and Conditions.**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Property Ref:** \_\_\_\_\_