## THE OPEN EXPERIENCES – 157th OPEN

## LICENSEE AGENCY BOOKING TERMS & CONDITIONS

**(For properties with reference HO)**

## VERSION: NOVEMBER2026

**INTRODUCTION**

The Open Experiences will assist you in sourcing short-term/holiday accommodation for The Open Championship on the terms set out below ("the **Services**"). The Open Experiences ("**Agent**") arranges accommodation as agent of the owner(s) of each property. References to the "**Owne**r" mean the legal owner of the Property and, where the Property is jointly owned, all such owners collectively and each of them individually. You will be required to enter into a separate Licence Agreement ("**Licence 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.

**KEY TERMS**

**Property Reference:** HO

**Property:**

**Payment Terms:** The price of your booking must be paid in the following instalments (unless as otherwise set out in the Licence Agreement:

| ***Licence Agreement Date*** | ***Payment (% of full booking value)*** | ***Due Date*** |
|---|---|---|
| **211 days or more from the start of the Licence Period** | 50% Booking Deposit | On receipt of an invoice after submitting your booking request |
| | 25% of Rental Fee | 210 days prior to the start of the Licence Period |
| | Remaining 25% balance of Rental Fee<br>+<br>25% Security Deposit | 120 days prior to the start of the Licence Period |
| **210 to 121 from the start of the Licence Period** | 50% Booking Deposit<br>+<br>25% of Rental Fee | On receipt of an invoice after submitting your booking request |
| | Remaining 25% balance of Rental Fee<br>+<br>25% Security Deposit | 120 days prior to the start of the Licence Period |
| **120 days or less from the Licence Period** | 100% of the Rental Fee | On receipt of an invoice after submitting your booking request |
| | 25% Security Deposit | |

**Minimum Stay Requirement:** 10 nights/11 days between mid-day Saturday 14 July to mid-day Tuesday 24 July 2029, these dates are flexible subject to the Owner's approval (i.e. for longer stays)

**Security Deposit:** 25% of the Rental Fee.

**Licence Period:** the period from the check-in time on the first day of the booking until the check-out time on the final day, as specified in the Licence Agreement and, if not specified there, as stated in these Licensee Agency Booking Terms and Conditions.

**Booking Deposit:** 50% of the Rental Fee.

**Rental Fee:** the amount payable by you for the Licence Period (excluding the Security Deposit).

**Cancellation Terms:** the cancellation terms are as follows, unless as otherwise set out in the Licence Agreement:

| ***Days before the Licence Period*** | ***91 or more*** | ***90 or less*** |
|---|---|---|
| **Cancellation charge as a percentage of total booking cost** | 50% Booking Deposit* | 100% (unless a new licensee is found) |

## SECTION 1 – BOOKING A PROPERTY

### HOW TO MAKE A BOOKING REQUEST

(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.

(2) Once you submit a booking request via our website, your request will be acknowledged on screen. No separate booking request acknowledgement email is issued. If you experience any issues submitting your request, please contact us (*see Section 7 – Contact below*).

### IDENTIFICATION

(3) By making a booking request, you promise that you are at least 18 years. The Agent requires the Licensee and/or any proposed occupant(s) (including any nominated "**Lead Licensee**") to provide, and the Agent may verify, photographic identification and such other information and documentation as the Agent reasonably requires to comply with its identity verification, fraud prevention and other compliance procedures.

(4) The Agent may suspend, restrict, delay or refuse to provide the Services (including progressing or confirming a booking, issuing or processing invoices, and/or making, withholding or releasing any payments) until the requested verification information has been provided and is satisfactory to the Agent acting reasonably.

### SPECIAL REQUIREMENTS

(5) Please inform us in writing, prior to booking, of any medical conditions (including allergy-related needs), disabilities, or special or conditional requests. All such requests are subject to availability and are not guaranteed and shall not form part of the Agreement unless expressly confirmed in writing by the Agent. The Licensee is responsible for ensuring that the Property is suitable for their needs prior to entering into the Agreement. If any such requirements are disclosed after booking and the Property is deemed unsuitable, the standard cancellation terms will apply.

### PETS

(6) Pets are not allowed unless agreed in writing by the Owner or Agent. Assistance dogs are permitted where required by law. Where an exemption applies, we will liaise with the Owner to confirm whether the Property can accommodate the assistance dog before the booking proceeds. Unauthorised pets may result in refusal of entry or immediate termination of stay without refund.

### AGENT & OWNER APPROVAL

(7) The Agent will review your booking request for suitability and, if deemed suitable, submit it to the Owner for approval in accordance with these Licensee Agency Booking Terms and Conditions. Upon the Owner's approval, you will receive the Licence Agreement for your review and signature.

### WHEN YOUR CONTRACT WITH THE OWNER FORMS

(8) We will consider your booking request and confirm in writing whether the Owner accepts it. Your contract with the Owner forms and becomes binding when the Owner issues the Licence Agreement to you for signature and you accept it in accordance with its terms. If the Owner does not accept your booking request, we will contact you to discuss alternative available properties.

(9) Confirmation of your booking request for licensing the Property is subject to availability and at the sole discretion of the Owner and the Agent.

**CHECKING YOUR LICENCE AGREEMENT**

(10) It is your responsibility to check that the details of the Property set out in your Licence Agreement issued by the Owner are complete and accurate, as the Property will be provided in accordance with that document.

**PAYMENT**

(11) Payment is required upon receipt of an invoice as set out in the Payment Terms.

**MINIMUM STAY REQUIREMENT**

(12) All bookings are subject to the Minimum Stay Requirement. Should you request a booking for less than the Minimum Stay Requirement, you will be charged the full amount for the Minimum Stay Requirement, and no partial refunds or adjustments will be made for early departure or late arrival.

**CHECK-IN / CHECK OUT**

(13) Standard check-in time is from 12 noon on the first day of the Licence Period, and check-out is by 10:00 AM on the final day of the Licence Period, 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 of the Licence Period without notice may result in cancellation without refund.

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## SECTION 2 – PAYMENT

**INVOICING**

(1) We will send you invoices by email on the Owner's behalf. The invoices will state the instalment amounts and payment due dates in accordance with the Payment Schedule.

(2) You must pay any visitor levy, tourist tax or similar statutory accommodation charge introduced after your booking is confirmed, or only the amount of any later increase, if it applies to the Licence Period and is not included in the Rental Fee. This does not apply where you pay the charge directly. We may invoice you for the amount on the Owner's behalf, where permitted by applicable law.

**PAYMENT METHODS & PROCESS**

(3) The Booking Deposit, Rental Fee and any visitor levy, tourist tax or similar statutory charge invoiced under Section 2 must be paid by bank transfer using the details provided on the relevant invoice. The Security Deposit must be paid by online card payment using our "Make a Payment" link. No other payment methods are accepted.

(4) Payments of the Security Deposit made by commercial, corporate or purchasing cards (including any card processed by our payment provider as a commercial card) are subject to an additional 1.5% processing charge on the relevant transaction value. This charge applies to payments only and not to refunds. You must notify us in writing before paying if you intend to use such a card so we can confirm the charge. If you do not notify us and a payment is processed as such a card, you must pay the applicable processing charge (and any non-refundable fees incurred) on request.

(5) We will email you in advance of any payment instalment or final balance due date, confirming the amount payable and providing instructions for payment.

(6) All payments must be made in Pound Sterling. You are responsible for all bank charges and any foreign exchange charges or margins applied by banks or payment providers.

(7) Where a payment is made from a non-UK bank account (or is otherwise treated by the receiving bank as an international payment), intermediary bank charges, receiving bank charges and/or other transfer fees may be deducted from the amount transferred.

(8) You remain responsible for ensuring that we receive the full invoiced amount in Pound Sterling. We may require you to pay any shortfall arising because of such deductions.

**LATE AND NON-PAYMENT**

(9) 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**

(10) If, applicable, refunds will only be made to the payment source from which the payment originated; processing charges apply to payments only and will not be added to refunds.

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## SECTION 3 – CANCELLATION

**IF YOU CANCEL YOUR BOOKING**

(1) You may cancel your booking at any time prior to the start of the Licence Period subject to the Cancellation Terms.

(2) A cancellation will be accepted by email sent to the email address set out in *Section 7 (Contact)* and is only effective from the date it is received by us. Whilst we will try to assist, we cannot guarantee that the Owner will meet such requests, and any terms in the Licence Agreement will apply.

(3) If there are no specific terms in the Licence Agreement, we have agreed with Owner that the Cancellation Terms will apply.

(4) The Cancellation Terms 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 21 days after the date we confirm the cancellation.

**CANCELLATION BY OWNER**

(6) Subject to any specific terms in the Licence Agreement, we have agreed with Owner that upon confirmation of a booking the Owner is not allowed to cancel, unless any of the following applies:

a) the Owner is no longer able to provide the Property (in whole or part) for reasons beyond its control at any time; or

b) in cases of material breach; or

c) 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 of comparable standard (where reasonably available).

**SECTION 4 – SECURITY DEPOSIT**

(1) The Security Deposit is required for all bookings. This is to be held on the Owner's behalf. The Security Deposit will only be used should any damages or breakages (not including wear and tear) occur. Provided you return the Property without issue, the Security Deposit will be refunded to the card used to pay it 30 days after the end of the Licence Period. The Licence Agreement will explain how 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, any such dispute is a matter between you and the Owner. If an agreement cannot be reached, you should seek independent legal advice to resolve the disagreement directly with the Owner. The Agent acts solely as stakeholder for the Security Deposit. While it may, at its discretion, assist in facilitating discussions between the parties, it does not adjudicate or determine disputes.

**SECTION 5 – LICENCE AGREEMENT**

(1) The Licence Agreement between you and the Owner will set out the legal obligations in relation to the Licence. 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 staying at the Property.

(2) The Property may be made available on a full or partial-use basis, as specified in the Property listing and Licence Agreement, and certain rooms or areas may not be accessible during your stay.

(3) The Licence Agreement shall take precedence over these Licensee Agency Booking Terms and Conditions should any of these terms conflict with the information in the Licence Agreement.

**SECTION 6 – LIABILITY**

(1) You acknowledge that the Licence Agreement are the written terms between you and the Owner, and the role of the Agent is limited to acting as 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 Property and what information we pass onto you is 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 use it for illegal or commercial purposes, comply with all local laws, and not 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 or delict (including negligence), statute, or otherwise) for any breach by the Owner of the terms of the Licence Agreement. Should we breach our obligations under these Licensee Agency Booking Terms and Conditions, our liability to you is limited to the cost of the commission we earn on any booking and in any event does not extend to indirect or consequential losses, including any business losses or lost profits.

(4) Nothing in these Licensee Agency Booking Terms and Conditions excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited by law.

(5) The Agent is not liable for events beyond our control, including but not limited to natural disasters, pandemics, strikes, or government actions.

(6) Prior to the Licence Period, the Agent and/or Owner may carry out inspections of the Property to verify it is safe, clean, and ready for occupation. In exceptional circumstances where the Property is not, in the Agent's reasonable opinion, suitable for occupation, the Agent reserves the right to arrange alternative accommodation of comparable standard (where reasonably available).

(7) 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).

**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.

For all booking queries, notices and cancellations, please contact us by email using the address below. Notices sent by post may result in delay and will not be treated as received until acknowledged by us.

**OUR EMAIL ADDRESS**

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.

## SIGNATURES

### OPTION A - BUSINESS LICENSEE

Where the Licensee is a company or other business entity, an authorised signatory should sign below. Where there are joint Licensees, each Licensee should sign unless one signatory is duly authorised to sign on behalf of all Licensees.

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

**Licensee Company Name:**

**Authorised Signatory Name (1):**

**Signature:**

**Capacity:**

**Date:**

**Authorised Signatory Name (2):**

**Signature:**

**Capacity:**

**Date:**

### OPTION B - NON-BUSINESS LICENCE

Where the Licensee is an individual, the individual should sign below. Each individual Licensee should sign below. If there is only one individual Licensee, complete Licensee (1) only.

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

**Licensee Name (1):**

**Signature:**

**Date:**

**Licensee Name (2):**

**Signature:**

**Date:**

## APPENDIX 1 – LICENSEE INFORMATION FORM

**Please complete this form in full and return it with the signed Agreement. The Agent may request supporting documentation in connection with the information provided in this form.**

### 1. Licensee Details

Full name of Licensee: _____

Date of birth: _____

Mobile number: _____

Landline number: _____

Email address: _____

Home address (for invoicing purposes): _____

### 2. Identity Verification

**Type of photographic ID provided:** _____

A copy of valid photographic identification (e.g. passport or driving licence) must be provided for the individual signing this Agreement in accordance with the Agent's identity verification requirements.

If the person entering into this Agreement is not the individual(s) occupying the Property, the Licensee must nominate a lead occupant ("**Lead Licensee**") and, upon request, provide their contact details and a copy of their photographic identification. The Licensee confirms that it has obtained all necessary consent to share such personal data with the Agent and Owner and for them to contact the Lead Licensee directly in connection with the booking.

### 3. Business Details (if applicable)

***Complete this section if the booking is made on behalf of a business or if invoices are required in a business name.***

Full name of business: _____

VAT registration number: _____

Business address: _____

Postcode: _____

Business telephone number: _____

Business email address: _____

Name of business owner / authorised representative: _____

Date of birth: _____

Mobile number: _____

### 4. Payment Information

Payments must be made in accordance with the instructions set out in the relevant invoice issued by the Agent.

Payments must be made using the following methods:

- Security Deposit: online card payment using our "Make a Payment" link,; and
- Booking Deposit, Rental Fee and any visitor levy, tourist tax or similar statutory charge invoiced under Section 2: bank transfer using the details provided on the invoice.

Where making payment by bank transfer, you must include the payment reference stated on your invoice and ensure that all bank charges and transfer fees are covered so that the full invoiced amount is received.