

General Terms and Conditions Sueno Golf Academy Date 01.11.2008

1. Conclusion of a golf class contract

The contract's basic is the scope of services of each class described on the website and in public flyers. By booking – bookings in writing via e-mail or by the binding reservation form at our website, bookings by phone and oral bookings are accepted – the Sueno Golf Academy customer bindingly accepts the conclusion of a golf class contract. If more than one class participants are registered, the person doing the registration is also liable for the contractual commitments of the other class participants and thus is our orderer for everybody!

2. Payment

After the conclusion of the contract a payment of 20% of the class price can be demanded in advance. With the advance payment, possible premium amounts for contract cancellation insurances of the golf class made additionally have to be done and paid by customers themselves. The outstanding payment is due within three weeks before the beginning of the class.

3. Services

The services contractually agreed upon arise from the service descriptions of the online class programme on the website, the print media, the information referred to in the class description or an offer which is sent via e-mail or mail to a customer by the Sueno Golf Academy. Alterations and additional agreements which affect the scope of the contractual services have to be confirmed in written form by the Sueno Golf Academy.

4. Training days and hours

All golf classes begin at 10.00 am on the first day. We would like to ask all participants of the golf class booked to gather at 9.45 am at the reception of the golf club. Further training hours can be obtained from the golf class programme you booked.

5. Implementation of the classes

Every class booked by the customers will be realized at the places according to our timetables. The maximum number of participants is 6 to 8 persons depending on the class. For the taster classes the limit of participants is 25. Beyond that, if possible, the golf classes are arranged according to the playing ability of the participants. If a participant number of at least 5 persons cannot be achieved, the golf training will be reduced from 4 to 3 hours per day. With one and two people we offer between 6 and 10 single hours depending on the golf class; one hour corresponds to 60 minutes. The flow and content of the training can change according to the level of the participants' performance or the weather conditions. Therefore, the Sueno Golf Academy reserves the right to change the programme, services and contents of all golf classes and to cancel confirmed reservations.

6. Cancellation of the golf class due to illness of the golf teacher

In the case of illness, or special Reason, of the golf teacher, the Sueno Golf Academy provides a replacement. Should this not be possible due to any reason, the Sueno Golf Academy reserves the right to cancel the reservation of the golf class. Class charges already paid will be refund at 100%! Start or travel expenses will not be refunded.

7. Rangefee, greenfee

Possible greenfee and rangefee charges, if not booked in advance or included in the course fee, are to be paid in advance at the respective place before the class begins.

8. Changes due to the weather conditions

The classes take place at the booked facilities of the places according to the timetable at all weathers. For the practical lessons roofed tees are available. Please take cloths suitable for golf, sport shoes and casual dress with you – rainwear when the weather is bad.

Furthermore, the Sueno Golf Academy reserves the right to interrupt the booked golf class and, depending on the severity, to end it earlier if the participants or golf teacher are endangered by lightning flash or other natural disasters. A refund of the class is not granted in the case of force majeure.

9. Tour operator and other partner

The Sueno Golf Academy is not a tour operator but does only run a golf academy enterprise with golf classes in Belek/ Turkey. For travel tenders and its services on the website and in the e-mail newsletters the operator himself is liable. The Sueno Golf Academy is only acting as intermediary. Our partners are also completely liable for the content of their external links on the website and in the e-mail newsletters. Only the respective persons, operators and companies are liable for the contents.

10. Revocation Instruction

Right of revocation

They could recall the contract explanation within one month without indication of reasons in text form (e.g. Letter, fax, email). The period does not begin after receipt of this instruction in text form however before conclusion of a contract. For keeping the punctual sending off, it is the sending of in time the period of revocation. The revocation is to arrange on:

Sueno Golf Golfacademy

c/o Thomas Erlenkötter

Tasliburun MEVKII

07525 Belek

Antalya Turkey

Tel. 0090-242 710 3000

Fax. 0090-242 710 3009

thomas@sueno.com.tr

Revocation sequences

In case of an effective revocation are to be refunded on both sides received achievements and if necessary pulled uses (Example: To give change interest). If you cannot refund the received achievement to us totally or partly or only in worsened condition, you must us return Indemnification according to value carry out.

This can lead to the fact that contractual liabilities for the period up to the revocation must fulfill nevertheless. Obligations for refunding of payments must be fulfilled within 30 days. The period begins for you with the sending off its revocation explanation, for us with their receipt.

During a service your right of revocation expires prematurely, if your Contract Partner began with the execution of the service with your express agreement before end of the period of revocation have arranged by yourself.

Ende of Revocation Instruction

11. Fees for cancellation and change of reservation

If you do not object within one week after receipt of our written golf class reservation (this regulation does not apply for last-minute reservations within 4 week before the beginning of the classes, then the cancellation conditions according to the cancellation scale have immediate effect), it will be accepted as a firm class reservation by the customer and therefore, the Sueno Golf Academy will be entitled to charge the corresponding cancellation costs for the classes. Cancellation costs are rounded up to the full Euro figure. If the customer demands a third person to start of the journey before its beginning instead of himself, a handling fee of 40,- Euros/ each will be charged.

For changes of reservations concerning class dates and places a handling fee of 40,- Euros/ each will be charged by 22 days before starting of the journey. As of the 21st day before starting the journey, demands for changes can only be considered after the cancellation of the journey contract with a new reservation at the same time. If the customer cancels the class contract or does not come to the class, the Sueno Golf Academy will be authorized to demand for an appropriate compensation. This compensation is calculated in form of a flat rate as follows: 14 – 8 days before the beginning of the class 20 %, 7 - 2 days before the beginning of the class 50 %, 1 day before the class begins 80 %, not appearing at all 100 %.

12. Liability and Safety

Before the beginning of each training unit or golf class, the Sueno golf teachers make all participants aware of the behaviour and safety during the whole lesson, i.e. that all participants do not put themselves and others at risk.

The basics are the actual golf rules and etiquette rules as well as the course rules at each place. Therefore, the Sueno Golf Academy and its teachers assume no liability in the case of an accident by the participants. All participants must be able to show their private indemnity insurance on demand.

13. Data privacy

The participant of the golf class agrees that his/her data necessary for business purposes are electronically saved and processed. The data necessary for business purposes are saved within the frame of the reservation proceedings and if necessary passed on to the related companies. The same is applied for all other services which are offered on the Sueno website as e.g. intermediation business, applications by the contact form or free downloads. Here, we observe the relevant rules of the tele service data privacy law and the Federal data privacy law and we control that these are obeyed. Furthermore, all personal data will of course be treated as confidential. I can always object to the use of my data for advertisement purposes or market and opinion research purposes against the Sueno Golf Academy.

14. Final clause

In the case that regulations of these General Terms and Conditions are or become void, the other regulations will not be affected. Any kind of changes, additions or the partly or whole cancellation of the contract must be in writing in order to be effective, even the change or cancellation of the need to be in writing. The same is valid for cases of incompleteness.

15. Place of jurisdiction

The competent courts for all parties are the courts in Antalya. EU Law is applied.

>Fair Play & Fair Pay<

Yours Sueno Golf Academy

Thomas Erlenkötter (Head Pro), Özgür Yildirim (Assistant Pro)