

**TERMS AND CONDITIONS of
EUROPEAN GOLF LTD ("Conditions")**

1. INTERPRETATION

1.1 In these Conditions, the words and phrases below have the following meanings:

"Booking Form"	the booking form detailing the Price, the Event and the Package signed by the Customer
"Business Day"	Any day between Monday to Friday save for any day designated in England as a bank or other public holiday
"Contract"	the contract between European Golf and the Customer being the Booking Form and these Conditions and any amendment made strictly in accordance with these Conditions
"the Customer"	the person(s), firm or company who purchases the Package as detailed in the Booking Form
"Event"	the event for which the Package is required as specified in the Booking Form
"Event Date"	the scheduled date or dates of the Event as set out in the Booking Form
"Facility"	the venue supplied for use by the Customer on the Event Date as part of the Package
"Literature"	specifications, itineraries, dates, menus and other such similar information published by European Golf relating to various hospitality packages including (without limitation) the Package
"European Golf Ltd"	European Golf Ltd is a trading division of European Golf Services Limited (Company No SC 386286)
"the Package"	the Event tickets and hospitality services detailed in the Booking Form
"Price"	the price for the Package plus VAT (where applicable) as set out in the Booking Form and any other amounts payable under these Conditions

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced

1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires

1.4 In these Conditions headings will not affect the construction of these Conditions

2. TERMS OF SALE AND RESERVATIONS

2.1 The Literature constitutes an invitation to treat and no binding agreement shall exist until a valid Booking Form is issued by European Golf and received back duly signed by a person having ostensible authority to sign on behalf of the Customer.

2.2 European Golf agrees to sell and the Customer agrees to buy the Package, subject to these Conditions (to the exclusion of all others) and it is expressly agreed that these Conditions and the Booking Form represent the entire agreement and may only be varied or amended by the written agreement of both parties.

2.3 European Golf employees or agents are not authorised to make representations (whether oral or in writing) concerning any variation to the Contract and any such variations shall only be binding when confirmed in writing by a director of European Golf and the Customer acknowledges in signing the Booking Form that they have not relied on any such representations when entering into this Contract.

2.4 Without prejudice to clause 2.1, European Golf may at any time and without liability amend any error or omission in its Literature or invoice or any other document it has issued.

3. PRICE AND PAYMENT

3.1 Unless otherwise stated, the Price is exclusive of any value added tax which shall be charged by European Golf to the Customer.

3.2 Where the Booking Form is silent on a date, payment of the deposit or deposits are required within five (5) Business Days of receipt by European Golf of a signed Booking Form and the balance not less than twelve (12) weeks before the Event Date.

3.3 On orders placed within twelve (12) weeks of the Event Date, full payment is due within seven (7) days of the receipt by the Customer of an invoice from European Golf.

3.4 European Golf shall be entitled to charge the Customer interest on all overdue balances at the rate of eight per cent per annum above the base lending rate from time to time of National Westminster Bank plc (both before and continuing after judgment given by a court of competent jurisdiction) from the date payment became due to the date of payment in full with such interest being applied on a daily basis.

3.5 The Customer acknowledges and agrees that European Golf shall charge to the Customer 10% service charge on the total Price quoted on the Booking Form.

3.6 Prices quoted are based on payment by cheque. Any payments by credit card are subject to a 3% surcharge.

3.7 £5.00 cost for postage & packaging will be added to the balance invoice.

4. ADDITIONAL/AMENDED SERVICES

4.1 In the event that the Customer requires European Golf to provide additional goods and/or services which do not form part of the Package, or any amendment to the Package (including (without limitation) an exclusive Facility), the Price for such additional or amended goods and/or services shall be agreed in writing between the parties

4.2 European Golf shall issue a separate invoice for any additional or amended goods and/or services which shall be payable within seven (7) Business Days of the date of the invoice unless the order is placed within twelve (12) weeks of the Event when payment is due upon receipt of the invoice

5. RIGHTS OF ALTERATION

5.1 Whilst European Golf will use all reasonable efforts to deliver the Package to the Customer for the Price, it reserves the right to:

- 5.1.1 alter the Package; and/or
- 5.1.2 increase the Price

at any time and for any reason which in its absolute discretion it considers necessary provided that European Golf gives not less than seven (7) days notice of an increase in the Price to the Customer within which to exercise its cancellation rights under clause 5.2.

5.2 In the event that European Golf serves a notice of increase in the Price on the Customer pursuant to clause 5.1, the Customer shall be entitled to cancel the Package and receive a full refund of any sums paid to European Golf provided that written notice of such cancellation is served on European Golf by the Customer before such changes are deemed to take effect as stated in such notice of increase in Price

5.3 In the event that the Customer does not serve a notice of cancellation of the Package on European Golf in accordance with clause 5.2, the Customer shall be deemed to have accepted such changes to the Package and/or Price

6. TICKETING

6.1 European Golf will use all reasonable endeavours to provide car park and other passes and information to the Customer prior to the Event Date provided that the Price and any additional charges have been paid in full. In the event that European Golf is unable to provide such information in advance of the Event Date for any reason whatsoever, European Golf reserves the right to make the tickets available for collection by the Customer on the Event Date.

6.2 Ticket or Entrance badge/Pass refers to one per guest.

7. WARRANTIES AND LIABILITY

7.1 European Golf cannot guarantee and does not warrant that the Event will take place on the Event Date or at all and shall not be liable to the Customer for any losses of the Customer whatsoever arising from the delay or cancellation of the Event.

7.2 Without prejudice to clause 7.1, in the event that the Event is cancelled by the organisers of the Event for any reason whatsoever European Golf shall use reasonable endeavours to recover any sums paid or payable by the Customer for the Package or to provide the Package on any alternative date on which the Event is to be held

7.3 European Golf makes no warranties as to the proximity to the Event of the Facility provided under the Contract

7.4 The Customer acknowledges and accepts that European Golf has not made and does not make any representations that it is in any way associated or affiliated with the organisers of the Event or any events or any other organisations

7.5 In the event that European Golf fails to provide the Package (excluding in the circumstances set out in clause 7.1 or by reason of force majeure) European Golf shall at its sole discretion:

7.5.1 repay to the Customer any sums paid by the Customer to European Golf; or

7.5.2 offer the Customer alternative hospitality services for a different event which in European Golf's reasonable opinion is of equal value to the Package

7.6 European Golf total liability to the Customer in contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise arising in connection with the Contract shall be limited to the Price

7.7 European Golf shall not be liable to the Customer for any loss of profit or other economic loss (direct or indirect), indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation, whatsoever (howsoever caused) which arises out of or in connection with the Contract

7.8 Nothing in these Conditions shall exclude or limit the liability of European Golf for its negligent acts or omissions which cause death or personal injury or for fraudulent misrepresentation

7.9 European Golf shall not be liable to the Customer in any manner whatsoever for any failure or delay in performing its obligations due to force majeure which expression includes (without limitation) an Act of God, governmental actions, restrictions or prohibitions, war, sabotage, riots, civil commotion, fire, flood, severe weather conditions, epidemic, currency restrictions, strike, lock-out or labour disputes, physical obstructions or atmospheric conditions or any other cause beyond the control of European Golf

8. CANCELLATION AND TERMINATION

8.1 The Customer shall be entitled to cancel the Package at any time by serving notice in writing on European Golf to be served by recorded delivery to the branch address of European Golf which appears on the Booking Form.

8.2 In the event of cancellation for whatever reason save as prescribed in clause 5.2, the Customer shall forfeit any payment made under clause 3 above and if not yet paid, shall remain liable for such payment in accordance with these Conditions.

8.3 In addition to clause 8.2 above, if cancellation is made within twelve (12) weeks or less of the date of the Event, then the full Price remains due and shall be payable forthwith.

8.4 European Golf shall be entitled to terminate the Contract forthwith if the Customer being a company becomes the subject of insolvency proceedings or being an individual becomes the subject of bankruptcy proceedings or if the Customer has in European Golf reasonable opinion ceased or threatened to cease to trade

8.5 If any payment is not received by the due date for payment then European Golf shall be entitled, at its sole discretion, to treat the Package as cancelled by the Customer and forthwith upon serving written notice on the Customer that the Package is treated as cancelled by the Customer, dispose of the Package as European Golf sees fit and the provisions of clauses 8.2 and 8.3 shall apply

9. MISCELLANEOUS

9.1 All invoices and notices served by European Golf will be sent to the Customer at the address on the Booking Form or such other address that has been notified to European Golf in writing and all notices to be served by the Customer shall be sent to European Golf branch address as set out on the Booking Form ("the Address for Service")

9.2 Subject to service of notices under clause 8.1, any notice shall be in writing and shall be deemed to have been served:

9.2.1 if delivered by hand, when left at the Address for Service;

9.2.2 if sent by first class post, forty-eight (48) hours after being posted (excluding Saturdays, Sundays and public holidays) to the Address for Service;

9.2.3 if given by fax to a fax number at the address for service, following transmission,

9.2.4 provided that if in the case of delivery by hand or transmission by fax such delivery or transmission occurs either after 5.00 p.m. on a usual business day, or at any time on a day other than a usual business day, service shall be deemed to occur at 10.00 a.m. on the next following usual business day

9.3 Any legal costs, expenses or charges incurred by European Golf in recovering any outstanding payments shall be paid by the Customer on a full indemnity basis.

9.4 European Golf shall be entitled to sub-contract to any third party any of its obligations under the Contract.

9.5 Failure or delay by either party in exercising any right or remedy shall not in any circumstances operate as a waiver

9.6 Any waiver of a breach or default under the Contract shall not be deemed a waiver of any subsequent breach or default

9.7 If any provision of the Contract (or part thereof) is held to be illegal or unenforceable the validity or enforceability of the remainder of the Contract shall not be affected

9.8 Unless otherwise stated, nothing in the Contract shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999

9.9 The Contract shall be governed by and construed in accordance with Scots law and the courts of Scotland shall have exclusive jurisdiction