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TERMS AND CONDITIONS OF PURCHASE

This Agreement (as defined below) is supplementary to and forms part of the Agency Agreement (as defined below). To the extent there is any inconsistency between or conflict with the Agency Agreement and this Agreement, the Agency Agreement shall prevail.

DEFINITIONS

“**Agreement**” means this agreement between **the Promoter** and the **Client** for the booking and fulfilment of selected **Package(s)** as set out in the **Booking Form** and in accordance with the terms and conditions set out below and otherwise in this Agreement;

“**Booking Form**” means the Booking Form setting out the **Client’s** details and the details of the **Package**, which the **Client** wishes to purchase;

“**Client**” means the person or company who is the intended end user of the **Purchased Package**;

“**Event**” means the event or events which are the subject of the **Booking Form**;

“**Package**” means the hospitality package for the **Event** as detailed in the hospitality brochure produced by **the Promoter**;

“**Promoter**” means PSI Sports Management; and

“**Purchased Package**” means the **Package** which the **Client** has identified as wishing to purchase from **the Promoter** on the **Booking Form** and for which **the Promoter** has invoiced the **Client** in accordance with clause 2 below.

PAYMENT TERMS

1. The **Client** must return a **Booking Form** to **the Promoter** in accordance with the instructions on the **Booking Form** specifying the **Package** it wishes to purchase. By submitting a **Booking Form** to **the Promoter**, the **Client** is making an offer to purchase the relevant **Package** from **the Promoter** and agrees that **the Promoter** may accept such offer in accordance with clause 2 below.

2. Subject to availability of the **Package** specified in the **Booking Form**, **the Promoter** shall raise an invoice to the **Client** upon receipt of a completed **Booking Form**. Receipt of **the Promoter’s** invoice pursuant to this clause 2 shall constitute acceptance of the **Client’s** offer to purchase a **Package** and shall create a legally binding contract between the **Client** and **the Promoter** on the terms of this **Agreement** and the **Agency Agreement**.

3. Payment of the invoice shall be due to **the Promoter** in accordance with the following timescales:

- For **Booking Forms** received more than 90 days prior to the **Event**, payment shall be made by the **Client** within 28 days of the date of the invoice.

- For **Booking Forms** received between 90 and 30 days prior to the **Event**, payment shall be made by the **Client** within 14 days of the date of the invoice.

- For **Booking Forms** received fewer than 30 days prior to the **Event**, payment shall be made by the **Client** immediately via card payment or bank transfer.

4. All **Package** prices quoted are exclusive of any Value Added Tax which if applicable the **Client** shall be additionally liable to pay **the Promoter** at the local rate as stated on the **Booking Form** and invoice.



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5. All payments to **the Promoter** shall be made in the currency as stated on the **Booking Form** and relevant invoice and shall be made without any deduction for bank charges, set-offs or withholdings for whatever reason.

6. Bookings of **Purchased Packages** will not be confirmed by **the Promoter** until full payment in cleared funds have been received by **the Promoter** from the **Client** and **the Promoter** reserves the right not to dispatch any documents or admission tickets relating to the **Purchased Package** unless payment of all accounts has been received from the **Client**.

7. If any invoices for **Purchased Packages** remain unpaid after their respective final payment date, **the Promoter** shall be entitled to treat such non-payment as cancellation in writing by the **Client** in accordance with clause 8 below.

CANCELLATION OF A BOOKING

8. Without prejudice to clause 7, cancellation of a **Purchased Package** by the **Client** will only be valid if made in writing. If the **Client** cancels a **Purchased Package** more than 90 days prior to the **Event**, the **Client** shall remain liable to pay to **the Promoter** 50% of the **Purchased Package** price (including VAT) (giving credit for any deposits already paid). If the **Client** cancels a **Purchased Package** within the period beginning 90 days prior to the **Event**, the **Client** shall remain liable to pay to **the Promoter** 100% of the **Purchased Package** price (including VAT). The sums stipulated in this clause represent liquidated damages to compensate **the Promoter** for all losses incurred as a result of such cancellation and the parties acknowledge that they comprise reasonable pre-estimates of actual loss that may be suffered by **the Promoter** in relation to such cancelled **Purchased Packages**.

9. No refunds shall be made in respect of the non-arrival of the **Client** (or any of its guests) at the **Event**.

CANCELLATION OR POSTPONEMENT OF THE EVENT

10. **The Promoter** shall not be liable to the **Client** in the event that **the Promoter** is delayed or prevented from the performance of its obligations under this **Agreement** by reason of force majeure (which for the purposes of this **Agreement** shall mean any circumstance beyond the reasonable control of **the Promoter** including, without limitation, any act of God, war, riot, sabotage, civil commotion, national mourning, terrorism, threat of terrorism, explosion, lightning, earthquake, hurricane, storm, fire, flood and other extreme weather or environmental conditions, loss of utilities, strike, lock out or industrial dispute and governmental or regulatory authority action).

11. In the event of cancellation or postponement of the **Event** due to force majeure, **the Promoter** shall use its reasonable endeavours to refund to the **Client** any sums paid in respect of **Purchased Packages**, less any costs and expenses (or the relevant proportion thereof) which have already been paid or incurred by **the Promoter** in relation to such **Purchased Packages**.

LIABILITY

12. **The Promoter** shall use all reasonable endeavours to provide the **Purchased Package** as described, however, **the Promoter** specifically reserves the right to alter any aspect of the **Package** and the **Purchased Package** if, in **the Promoter's** sole discretion, it considers such change to be necessary and reasonable.

13. If **the Promoter** is obliged to make any material changes to the **Package** or the **Purchased Package** or cancel the **Purchased Package** for any reason other than the cancellation or postponement of the



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Event due to force majeure, then **the Promoter** shall offer the **Client** the option of an alternative **Package** of comparable standard and offering comparable facilities or (on the condition that full payment has been received) a full refund of any payment(s) made by the **Client** in circumstances where there is no alternative **Package** available or where such alternative **Package** is unacceptable to the **Intermediary** (for valid reasons (as determined by **the Promoter**)).

14. **The Promoter** does not guarantee or represent that any particular player will play in the **Event**. The **Client** shall not be eligible for a refund (either in whole or in part) if players previously announced as competing at the **Event** do not subsequently take part.

15. **The Promoter** shall not be liable for any personal property brought into any venue of any **Event** by the **Client** or any of its guests and the **Client** shall be solely responsible for the security of such property.

16. No warranty is given by **the Promoter** in relation to the **Package** and the **Purchased Package** and **the Promoter** shall not have any liability to the **Client** or any of its guests (other than liability for death or personal injury caused by the negligence of **the Promoter**) for any injury, loss, damage or expense of any nature arising under this **Agreement**, whether such liability arises in contract, tort (including, without limitation, negligence), statute or otherwise.

17. Subject to clause 16 above, **the Promoter's** maximum liability for all claims under this **Agreement** shall be limited to the price of the **Purchased Package** paid by the **Client** and actually received by **the Promoter**.

TICKET CONDITIONS

18. Tickets included in the **Purchased Package** are issued subject to the European Tour's ticket terms and conditions for the **Event**. Tickets and **Purchased Packages** are non-transferable. The **Client** is expressly prohibited from reselling or transferring, advertising or offering for resale or allowing for the resale or transfer by any of its own staff, clients or guests, any badges, admission tickets, car parking passes or any other element of the **Purchased Package** without **the Promoter's** prior written consent (save where more than one ticket is issued to a **Client**, such tickets may be used (but not resold) only by the **Client** and any person(s) accompanying the **Client** to the **Event**). Any transfer of tickets or the **Purchased Package** not in accordance with this clause 18 will render such tickets and the **Purchased Package** null and void (and all rights conferred or evidenced by any elements of the **Purchased Package** and tickets shall be extinguished).

19. The **Client** agrees to abide by all rules and regulations imposed by **the Promoter** in relation to the **Purchased Package** and the **Event** including, without limitation, any and all conditions of sale applicable to tickets for the **Event** as well as other rules relating to attendance at the **Event** including the ground regulations, a copy of which is available at <http://www.europeantour.com/europeantour/news/newsid=343508.html>.

20. The **Client** agrees:

(a) not to use any trade marks (or other intellectual property) of **the Promoter**, the European Tour or the **Event** or claim any association with the **Event** or the purchased hospitality services without **the Promoter's** prior written consent;



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(b) not to use **Purchased Package(s)** (or any element thereof) as prizes in competitions, sweepstakes or for other similar promotional reasons, or as part of any hospitality or travel or commercial package without **the Promoter's** prior written consent;

(c) that no identification banners, balloons, or other advertising or promotional gifts/items whatsoever may be displayed by or on behalf of the **Client** anywhere at the **Event** or in the hospitality area(s) during the **Event** without **the Promoter's** prior written approval. The Client will not be permitted to supply any items for their guests to wear or carry whether inside or outside the hospitality area(s) or during the **Event** without **the Promoter's** prior written consent (items which are very small in size and are intended for identification purposes only, will be permitted, subject to samples of such items being submitted for written approval from **the Promoter** in advance). All prior consents from **the Promoter** which the **Client** may wish to seek in accordance with this clause should be sought through **the Promoter** by submitting proposals in writing with samples. The Client is advised to allow not less than 21 days for approval/disapproval to be confirmed by **the Promoter**. If **the Promoter** has not indicated approval within such time, then such samples shall be deemed **not** to have been approved by **the Promoter**;

(d) that it and its guests will be subject to the ground regulations of the **Event** as a condition of admission and that it and its guests shall comply in full with such ground regulations. For example, **Clients** and guests will be prohibited from taking in or using at the venue any type of camera, video camera or similar recording device, mobile phone, pushchairs, prams, step ladders or animals;

(e) that, as a minimum, smart casual attire is required in the hospitality facilities (as per the **Package(s)** outline). **the Promoter** reserves the right to refuse admission to any person wearing inappropriate items of clothing and /or footwear or to require any such person to leave the hospitality venue. **the Promoter** shall not compensate any person in any way in respect of such refusal or requirement to leave the hospitality venue;

(f) that it shall be responsible for ensuring the good and orderly behaviour of all of its guests and invitees during the **Event**. If, in **the Promoter's** opinion, any person within the **Client's** party behaves in a loud, disorderly, unruly or abusive manner, then the **Client**, immediately after being asked to do so by a representative of **the Promoter**, shall procure that its guest(s) shall leave the **Event**. **the Promoter's** decision to require the removal of any such person shall be final and **the Promoter** shall not compensate any person in any way in respect of such removal. Notwithstanding the foregoing, the **Client** shall be liable with regard to any loss, damage, cost, expense or injury incurred or suffered by **the Promoter** which relates to or arises out of the acts or omissions of the **Client** or the **Client's** guests whilst at the **Event** and the **Client** and the **Client** shall indemnify and keep indemnified **the Promoter** accordingly;

(g) that tickets are valid for entry to the **Event** on the date shown. Ticket holders will not be permitted to exit the golf course and re-enter on the same day unless otherwise agreed by **the Promoter** on an event by event basis. All documents and admission tickets relating to the **Purchased Package** and the **Event** remain the property of **the Promoter** at all times; and

(h) to comply with such provisions as are set out in clause 2.2(f) of the Agency Agreement

MISCELLANEOUS

21. The use of data provided by a **Client** in relation to **Booking Forms** and **Purchased Packages** (including a **Client's** personal information) is governed by **the Promoter's** Privacy Policy.



22. No alterations to this **Agreement** by the **Client** may be made except with the express written consent of **the Promoter**. **the Promoter** reserves the right to change the terms and conditions of this **Agreement** from time to time. Where such change materially affects the rights of the **Client**, the **Client** will have the right to a full refund.

23. **The Promoter** shall be entitled to assign or sub-contract any of its rights, benefits and interests in or under the **Agreement** to any third parties. Except in accordance with clause 18 above, the **Client** shall not assign, transfer or charge the benefits of the **Purchased Package(s)** without the express written consent of **the Promoter**.

24. If any provision of this **Agreement** is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the provision shall be amended in a reasonable manner or it may be severed from the terms and in either event the remaining provisions shall remain in full force and effect.

25. Failure by **the Promoter** to exercise or a delay by **the Promoter** in exercising a right or remedy provided under this **Agreement** or by law does not constitute a waiver of that right or remedy or a waiver of any other remedy. A waiver of a breach of any of the terms of this **Agreement** does not constitute a waiver of any other breach and shall not affect the other terms and conditions of this **Agreement**.

26. This **Agreement** (along with the **Agency Agreement**, the **Booking Form**, the ticket terms and conditions and the ground regulations for the **Event**) constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to this **Agreement** which is not already set out in this **Agreement**.

27. This **Agreement** and the terms and conditions stated herein shall not affect a person's statutory rights as a consumer.

28. Any person not a party to this **Agreement** shall have no rights under the Contracts (Rights of Third Parties) Act 1999.

24.6 This **Agreement**, the rights of the **Promoter** and the **Client** and any dispute or claim arising out of or in connection with it, its subject matter, formation, performance, interpretation, nullification, termination or validation (including non-contractual disputes or claims) (a "**Dispute**") shall be governed by and construed in accordance with the laws of England and Wales. Any Dispute shall be referred to and finally settled by arbitration in accordance with the provisions set forth under the DIFC-LCIA Arbitration Rules ("**Rules**") by one (1) arbitrator appointed in compliance with the Rules. Further, the **Promoter** and the **Client** each agree:

24.6.1 the seat of the arbitration shall be the Dubai International Financial Centre, UAE ("**DIFC**") and arbitration hearings shall take place in the DIFC;

24.6.2 the governing law to be applied to the arbitration shall be the laws of England and Wales;

24.6.3 the arbitration proceedings and award shall be conducted and documented in the English language;

24.6.4 the arbitral award shall address the costs and expenses of arbitration and all matters related thereto, including, the allocation of such costs and expenses between the **Promoter** and the **Client** ;



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24.6.5 the award of the tribunal shall be final and binding upon the **Promoter** and the **Client**; and

24.6.6 they submit to the non-exclusive jurisdiction of the courts of the UAE (including without limitation the courts of the DIFC) for the purposes of ratifying any award made pursuant to arbitration proceedings conducted in accordance with this clause and/or may enforce the award through the New York Convention in any jurisdiction which is a signatory to that convention, or through such other convention or treaty allowing enforcement of awards and/or judgments in foreign jurisdictions.