

TERMS AND CONDITIONS OF PURCHASE

DEFINITIONS

“**Agreement**” means this agreement between **ET** and the **Intermediary** 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;

“**Attendee(s)**” means the **Client** or any of its guests who attend the **Event**;

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

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

“**ET**” means PGA European Tour, a company limited by guarantee (registered in England & Wales under company number 1867610) and with its registered office at Wentworth Drive, Virginia Water, Surrey GU25 4LX, United Kingdom, being the company responsible for the overall organisation of **Event**;

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

“**Intermediary**” means the person or company who completes the **Booking Form** on behalf of their **Client** and to whom ET’s invoice in relation to the relevant Package(s) is addressed;

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

“**Pandemic Event Conditions**” means clauses 10 to 15 (inclusive) of this Agreement;

“**Pandemic Event**” means the COVID-19 pandemic (including all variants thereof) or other any epidemic, pandemic, endemic or widespread global or regional illness from time to time (including any events arising out of and/or attributable to such diseases, by way of example, but without limitation, lockdown, travel restrictions or quarantines);

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

“**Spectator Code of Conduct**” means such code of conduct as may be published and amended from time to time on **ET’s** official website.

PAYMENT TERMS

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

2. Subject to availability of the **Package** specified in the **Booking Form**, **ET** shall raise an invoice to the **Intermediary** upon receipt of a completed **Booking Form**. Receipt of written confirmation from **ET**

shall constitute acceptance of the **Intermediary's** offer to purchase a **Package** and shall create a legally binding contract between the **Intermediary** and **ET** on the terms of this **Agreement**.

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

- For **Booking Forms** received more than 90 days prior to the **Event**, payment shall be made by the **Intermediary** 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 **Intermediary** 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 **Intermediary** immediately via card payment or bank transfer.

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

5. All payments to **ET** 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 **ET** until full payment in cleared funds have been received by **ET** from the **Intermediary** and **ET** 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 **Intermediary**.

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

CANCELLATION OF A BOOKING

8. Without prejudice to clause 7, cancellation of a **Purchased Package** by the **Intermediary** will only be valid if made in writing. If the **Intermediary** cancels a **Purchased Package** more than 90 days prior to the **Event**, the **Intermediary** shall remain liable to pay to **ET** 50% of the **Purchased Package** price (including VAT) (giving credit for any deposits already paid). If the **Intermediary** cancels a **Purchased Package** within the period beginning 90 days prior to the **Event**, the **Intermediary** shall remain liable to pay to **ET** 100% of the **Purchased Package** price (including VAT). The sums stipulated in this clause represent liquidated damages to compensate **ET** 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 **ET** in relation to such cancelled **Purchased Packages**.

9. No refunds shall be made in respect of the non-arrival of the **Attendees** at the **Event**.

PANDEMIC EVENTS

10. Where there are any differences or inconsistencies between these **Pandemic Event Conditions** and the rest of this **Agreement**, the **Pandemic Event Conditions** shall prevail.

11. The **Intermediary** warrants and represents to **ET** that it has included, in its contract with the **Client**, legally binding obligations on the **Client**:

(a) to procure that no **Attendee** attends the **Event** if the **Attendee**:

(i) or anyone else in the **Attendee's** household (including anyone in the **Attendee's** support bubble):

- has or develops any COVID-19 symptoms (or any symptoms relating to another **Pandemic Event**);
- are/is required to self-isolate; or
- lives in an area where there is a local lockdown in place at the time of the **Event**; and/or

(ii) is subject to other restrictions which mean you cannot travel to or from or attend the **Event**; and

(b) to certify that all **Attendees** have read, understood and accepted the **Spectator Code of Conduct**;

(c) to agree to be bound by and comply with the **Spectator Code of Conduct**;

(d) to confirm that all **Attendees** have also read and agreed to comply with the **Spectator Code of Conduct**.

(e) agreeing and acknowledging that:

(i) failure to comply with any of the requirements set out in the **Spectator Code of Conduct** may result in all **Attendees** being denied entry to the **Event** or being required to leave the **Event** without refund or compensation; and

(ii) **ET** must have the contact details of each **Attendee** in order to comply with NHS Test and Trace requirements, unless otherwise notified to you in writing by **ET**. The **Client** shall be responsible for providing the contact details of all **Attendees**. Each **Attendee** must be able to confirm such details with acceptable photo ID on request, otherwise that **Attendee** will not be permitted entry into the **Event**.

12. If social distancing requirements mean that **ET** is unable to honour the **Purchased Package** (for example, if **ET** is required to increase the distance between different households or if additional restrictions are introduced which mean we are unable to have as many spectators at the **Event** as originally anticipated when the **Purchased Package** was sold), **ET** reserves the right to cancel all or some of the **Purchased Pages** and to determine which **Purchased Packages** to cancel in its absolute discretion. **ET** will notify the **Intermediary** via email to the email address used by the **Intermediary** when buying the **Purchased Package** and automatically refund the amount paid for the **Purchased Package** within 60 days of cancellation of the **Purchased Package**.

13. Subject to the remainder of this clause 13, if an **Attendee** is unable to attend the **Event** because, although the **Event** is played with spectators present, they live in an area which is subject to a local lockdown (on the days of the **Event**) restricting them from being able to come to the **Event**, provided that the **Intermediary** contacts **ET** as soon as possible in advance of the **Event** to request a refund in respect of that **Attendee**, **ET** will refund the amount paid in respect of that **Attendee** within 60 days of the **Intermediary** contacting **ET** to request a refund. **ET** shall not provide such a refund if at the time of such purchase the **Attendee** lived in an area which is subject to a local lockdown restricting them from being able to come to the **Event**.

CANCELLATION OR POSTPONEMENT OF THE EVENT

14. **ET** shall not be liable to the **Intermediary** or the **Client** in the **event** that **ET** 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 **ET** including, without limitation, any **Pandemic Event**, act of God, war, riot, sabotage, civil commotion, 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). The **Intermediary** will include provisions regarding the foregoing exclusion of liability by **ET** in the **Intermediary's** contract with the **Client**.

15. In the **event** of cancellation or postponement of the **Event** due to force majeure, **ET** shall use its reasonable endeavours to refund to the **Intermediary** 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 **ET** in relation to such **Purchased Packages**.

LIABILITY

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

17. If **ET** 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 **Event** due to force majeure, then **ET** shall offer the **Intermediary** 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 **Intermediary** 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 **ET**)).

18. **ET** does not guarantee or represent that any particular player will play in the **Event**. The **Intermediary** 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.

19. **ET** shall not be liable for any personal property brought into any venue of any **Event** by the **Attendees** and the **Client** shall be solely responsible for the security of such property. The **Intermediary** will include provisions regarding the foregoing apportionment of responsibility and liability to the **Client** in the **Intermediary's** contract with the **Client**.

20. No warranty is given by **ET** in relation to the **Package** and the **Purchased Package** and **ET** shall not have any liability to the **Attendees** (other than liability for death or personal injury caused by the negligence of **ET**) 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. The **Intermediary** will include provisions regarding the foregoing exclusion of liability by **ET** in the **Intermediary's** contract with the **Client**.

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

TICKET CONDITIONS

22. Tickets included in the **Purchased Package** are issued subject to **ET's** ticket terms and conditions for the **Event**. Tickets and **Purchased Packages** are non-transferable. Without prejudice to the permitted sale/transfer of a **Purchased Package** between the **Intermediary** and the **Client**, both the **Intermediary** and the **Client** are 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 **ET'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).

23. The **Intermediary** warrants and represents to **ET** that it is authorised to bind the **Client** to the ticket terms and conditions for the **Event**, that it has provided, or will provide, copies of the same to the **Client** and will include provisions regarding the obligation on the **Client** to abide by all rules and regulations imposed by **ET** 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 <https://www.europeantour.com/dpworld-tour/news/articles/detail/2022-ticket-terms-and-conditions/> in the **Intermediary's** contract with the **Client**.

24. Where there are any differences or inconsistencies between this **Agreement** and **ET's** ticket terms and conditions, this **Agreement** shall prevail.

25. The **Intermediary** warrants and represents to **ET** that it has included, in its contract with the **Client**, legally binding obligations on the **Client**:

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

(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 **ET's** prior written consent;

(c) that this **Agreement** not confer on it or on an **Attendee** any advertising or other commercial or sponsorship rights in relation to **ET** or the **Event** and not to display any identification banners, balloons, or other advertising or promotional gifts/items whatsoever by or on behalf of the **Client** anywhere at the **Event** or in the hospitality area(s) during the **Event** without **ET's** prior written approval and, further, not to supply any items for their guests to wear or carry whether inside or outside the hospitality area(s) or during the **Event** without **ET's** prior written consent (noting that 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 **ET** in advance). All prior consents from **ET** which the **Client** may wish to seek in accordance with this clause should be sought through **ET** by submitting proposals in writing with samples, allowing not less than 21 days for approval/disapproval to be confirmed by **ET**. If **ET** has not indicated approval within such time, then such samples shall be deemed **not** to have been approved by **ET**;

(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;

(e) that, as a minimum, smart casual attire is required in the hospitality facilities (as per the **Package(s)** outline). **ET** 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. **ET** 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 **ET**'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 **ET**, shall procure that its guest(s) shall leave the **Event**. **ET**'s decision to require the removal of any such person shall be final and **ET** 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 **ET** 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 **Intermediary** shall indemnify and keep indemnified **ET** accordingly; and

(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. All documents and admission tickets relating to the **Purchased Package** and the **Event** remain the property of **ET** at all times.

26. The **Intermediary** agrees:

(a) not to use any trade marks (or other intellectual property) of **ET** or the **Event** or claim any association with **ET** or the **Event** without **ET**'s prior written consent; and

(b) that this **Agreement** does not confer on it any advertising or other commercial or sponsorship rights in relation to **ET** or the **Event**.

MISCELLANEOUS

27. The use of data relating to a **Client** provided by an **Intermediary** in relation to **Booking Forms** and **Purchased Packages** (including a **Client**'s personal information) is governed by **ET**'s [Privacy Policy](#), details of which are on www.europeantour.com and are available [here](#).

28. No alterations to this **Agreement** by the **Intermediary** may be made except with the express written consent of **ET**. **ET** 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 **Intermediary**, the **Intermediary** will have the right to a full refund.

29. **ET** 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 **Intermediary** shall not assign, transfer or charge the benefits of the **Purchased Package(s)** without the express written consent of **ET**.

30. 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.

31. Failure by **ET** to exercise or a delay by **ET** 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**.

32. This **Agreement** (along with 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**.

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

34. Any person not a party to this **Agreement** (including, for the avoidance of doubt, the **Client**) shall have no rights under the Contracts (Rights of Third Parties) Act 1999.

35. This **Agreement** shall be governed by and construed in accordance with the laws of England and Wales and **ET** and the **Intermediary** irrevocably agree that any disputes arising under it (and whether contractual or non-contractual) shall be subject to the exclusive jurisdiction of the English Courts. Notwithstanding the foregoing, **ET** reserves the right to pursue legal proceedings in a competent court of the **Intermediary's** domicile, where such proceedings shall be governed and interpreted in accordance with English law.