

APPLICANT DETAILS

Please print clearly. The contact listed below will receive all correspondence, invoices and credentials.

Company Name _____

Contact Name _____ Position _____

Company Address _____

Postcode _____

City _____ County _____ Country _____

Tel No. _____ Mobile No. _____

Email _____

If booked through Hospitality Agency, please Specify Agent's name: _____

HOSPITALITY REQUIREMENT

Please indicate quantity (where applicable) and tick selection of package(s) you wish to apply for.

PACKAGE HOSPITALITY	Four Day Package 30 Sept - 3 Oct (Thu-Sun)	Six Day Package 28 Sept - 3 Oct (Tue-Sun)	Practice Day 28 Sept (Tue)	Practice Day 29 Sept (Wed)
Restaurant Hospitality Table(s) of 10	no. of tables x One table = £38,000	no. of tables x One table = £44,400	no. of tables x One table = £3,800	no. of tables x One table = £3,800
Private Chalet for 30 people	<input type="checkbox"/> £132,000	<input type="checkbox"/> £156,000	/	/
Premium Chalet for 50 people	<input type="checkbox"/> £260,000	<input type="checkbox"/> £300,000	/	/

Please note it is not possible to apply for more than 50 places. All prices are exclusive of VAT which is currently 17.5%.

CLIENT ACCEPTANCE

I confirm that I have read, understand, accept and will abide by the Company and Ryder Cup 2010 Terms and Conditions (see overleaf) for Booking and Payment:

Authorised Signature _____ For digital approval tick box

Print Name _____ Date _____

Please email, fax or send this completed application form to:

Ryder Cup Hospitality 2010 Ltd.

Wentworth Drive
Virginia Water
Surrey GU25 4LX

Tel: +44 (0)1344 840400

Fax: +44 (0)1344 840522

Email: rydercuphospitality@europeantour.com



Ryder Cup Hospitality 2010 Ltd is the official hospitality company for The 2010 Ryder Cup.

For peace of mind, please ensure you look for this official logo when considering any hospitality package in respect of The 2010 Ryder Cup.

This application does not constitute a binding contract between you and Ryder Cup Hospitality 2010 Ltd.

TERMS AND CONDITIONS OF BOOKING AND PAYMENT:

1. THE CONTRACT

- The Agreement is made between Ryder Cup Hospitality 2010 Ltd (RCH2010) and the Client on the terms and conditions here set out;
- Bookings cannot be confirmed by RCH2010 until the completed Booking Form and first deposit payment have been received from client. Only upon receipt of a confirmation from RCH2010 shall there be a binding contract;
- Package(s) is/are subject to availability;
- RCH2010 reserves the right to sell Packages for a maximum of fifty (50) persons to any one Client, its subsidiaries, associates and/or holding companies.

2. DEFINITIONS

Unless inconsistent with the context, in these Terms and Conditions of Booking and Payment:

"Agreement" means the arrangement between RCH2010 and the Client for the booking and fulfillment of selected Hospitality Package(s) as set forth in this Booking Form.

"Apportioned Value" means the proportion of the Package price apportioned by RCH2010 to a particular day of a multi day package.

"Agent" means Official Hospitality Agent to 2010 Ryder Cup who introduces end user of hospitality to RCH2010

"Client" means the person or company who will be the end user of hospitality and to whom invoice will be sent;

"Event" means The 2010 Ryder Cup to be held at The Celtic Manor Resort, Wales in September 2010;

"Event Week" includes the official practice days and official match days;

"Package" means the Hospitality Package for the Event as detailed in the Package outline;

"RCH2010" means Ryder Cup Hospitality 2010 Ltd, official hospitality company for 2010 Ryder Cup, a wholly owned subsidiary of Ryder Cup Europe LLP;

"RCE" means Ryder Cup Europe LLP and its successors and assigns;

"Selling Price" means price as fixed by RCH2010; and

"Venue" means Celtic Manor Resort, Newport, Wales

3. PRICES AND PAYMENT TERMS

- A non-refundable deposit of 40% of the total Package price (plus VAT) shall be paid to RCH2010 within 14 days of booking or due date (if different) as detailed on invoice;
- The balance of the invoice is to be paid to RCH2010 on the dates below or, if different, the due date detailed on the invoice:
 - 30% of the total Package price (plus VAT) on or before 1st May 2009; and
 - the balance in full on or before 1st May 2010;
- Deposit payments are non-refundable;
- For all Booking Forms received after 1st May 2009, 70% of the Package price plus VAT must be paid to RCH2010 within 14 working days from the date of booking with the balance being paid on or before 1st May 2010. For all Booking Forms received after 1st May 2010, full payment to RCH2010 must accompany Booking Form and be made by bankers draft, electronic bank transfer or cheque of a UK Clearing Bank only. Until cleared funds are received Bookings cannot be accepted;
- For any requests received for upgrades and/or additions extras to original Booking Form, payment shall be made to RCH2010 within 14 days of request or due date (if different) as detailed on invoice. For any requests received after 1st September 2010 for upgrades and/or extras to original Booking Form, full payment to RCH2010 must accompany such request and be made by electronic bank transfer or bankers draft only. Until cleared funds are received requests cannot be accepted;
- If these time limits are not adhered to RCH2010, at its sole discretion, reserves the right to cancel and reallocate all bookings without prior reference or levy interest on outstanding amount at 4% above the base rate of National Westminster Bank from time to time. In such cases, the Client will be deemed to have cancelled and the provisions of clause 4 shall apply. The client will be advised of this course of action in writing;
- All Package prices quoted are exclusive of VAT which shall be payable to RCH2010 at the rate(s) applicable under English and Welsh law and prevailing at the date of invoice. The Client must pay to RCH2010 any charges, duties or taxes levied by the Government or other competent authority in full on demand;
- All payments to RCH2010 will be made in the currency of the RCH2010 invoice without any deduction, set-off or withholding for any reason.

4. CANCELLATIONS AND AMENDMENTS BY CLIENT

Cancellation and alterations of bookings will be accepted at the sole discretion of RCH2010. In the event of the Client wishing to alter or cancel the booking any such alteration or cancellation must be agreed to, and then confirmed in writing to RCH2010. On receipt of such cancellation or alteration instruction and acceptance by RCH2010, the following terms and scale of cancellation and alteration charges will be applied:

- Cancellation by the Client will only be valid if made in writing and will be effective from the date the notice is received in the office of RCH2010;
- If the Client cancels a booking on or before 30th April 2010 it will pay to RCH2010 70% of the Package price (plus VAT) (giving credit for any deposits already paid);
- If the Client cancels a booking on or after 1st May 2010 it shall remain liable to pay to RCH2010 100% of the Package price (plus VAT);
- The sums stipulated in this clause represent liquidated damages to compensate RCH2010 for all losses incurred as a result of such cancellation and the parties acknowledge that they comprise reasonable pre-estimates of actual loss. Insofar as not already received, payments are due within 14 days of cancellation.

5. CANCELLATION OR CURTAILMENT BY RCH2010

- Other than as stated in clause 5 (b) RCH2010 shall not be liable for any loss, damage or expense caused by cancellation, curtailment or change of schedule of the Event because of government action, strike, civil commotion, national disaster or other force majeure or cause beyond the reasonable control of RCH2010;
- RCH2010 shall only refund the purchase price of the Package(s) (or, if a multi day Package has been bought, the Apportioned Value) where play is cancelled or postponed without any play before the gates have been opened;
- In the event that play is cancelled or postponed after the gates have opened but before play has begun RCH2010 will refund 50% of the package(s) (or, if a multi day Package has been bought, the Apportioned Value);
- In the event that the event is cancelled or curtailed, except to the limited extent set out in these terms and conditions, RCH2010 shall not be liable in any way. The client acknowledges that it has been advised to obtain its own insurance to cover its losses in the case of events not covered by clause 5(b) (such as accommodation and travel). It is strongly recommended that clients take out their own insurance cover;
- All claims must be received no later than 1st November 2010.

6. LIABILITY

- RCH2010 shall have no liability for any Client or any of its guests (other than liability for death or personal injury arising from the negligence of the RCH2010) for any loss or damage of any nature arising from any breach of any express or implied warranty, term or condition of the Agreement or any negligence, breach of statutory or other duty on the part of RCH2010 or in any other way arising out of or in connection with the performance or purported performance of or failure to perform the Agreement, to the extent of the Agreement with these Terms and Conditions of Booking and Payment;
- In any event, RCH2010 shall not be liable for:
 - any loss of profits, goodwill, or any consequential loss or damage; or
 - any loss or damage in excess of the package price as invoiced to and paid by the Client;
- No liability is accepted by RCH2010 for any acts or omissions on the part of any of its suppliers, subcontractors or agents, except to the extent where RCH2010 has direct control over such supplier, subcontractor or agent, and whose own conditions of trading shall be deemed to be accepted by the Client unless the Client notifies RCH2010 in writing of any special arrangements with regard thereto;
- The Client shall indemnify (on an after tax basis) RCH2010 from and against all claims, costs demands, fines and expenses including legal fees which arise as a result of actions or omissions of the Client or any

of its parties including, without limitation, in respect of any damage to the Venue caused by the Client or its guests;

e) Any complaints must be registered both on the day and in writing to RCH2010 by 1st November 2010. RCH2010 shall not be liable for any complaints received after that period;

f) RCH2010 has no responsibility for any property or personal effects at the Event. It is the responsibility of the end user to confirm with RCH2010 that any property that may be delivered prior to Ryder Cup 2010 has been received safely by RCH2010.

7. THE ADVERTISED PACKAGES

- Whereas every reasonable effort will be made to ensure the service is provided as advertised, RCH2010 reserve the right to change the Package (including but not limited to, timings, dates, prices), and arrangements, as long as in the opinion of RCH2010, it does not materially change the substance of the Package;
- In the event that any material change to any Package becomes necessary, for any reason other than the cancellation or postponement of the Event through no fault of the Company or RCH2010 (which shall be dealt with by clause 6 above), RCH2010 will offer the Client the option of an alternative Package of comparable standard and offering comparable facilities, or (notwithstanding clauses 4 and 6 above) a prompt and full refund of all and any payment(s) made by the Client in circumstances where there is no alternative Package available or where such alternative Package is unacceptable for reasonable causes. The Client must, in order to cancel the booking, give written notice to this effect to be received within 48 hours of notification of the change. The Client accepts that repayment shall be in full and final settlement of all claims in respect of the cancelled booking and RCH2010 shall have no further liability.

8. TICKET CONDITIONS

- The Client agrees to abide by all rules and conditions imposed by RCE, the Event, and the Venue including, without limitation, any and all conditions of sale applicable to tickets for the Event as well as other rules relating to attendance of the Event. The tickets in the Packages sold are subject to RCE ticketing terms and conditions subject to which tickets are issued;
- The Client is expressly and unconditionally forbidden to resell, or allow for resale by any of its own staff or clients any badges, admission tickets, car parking passes or any other elements of the Package purchased without RCE's express written consent;
- Packages and tickets therein shall not be used as competition prizes, trade incentives or other commercial purpose, nor may they be used in raffles, tombolas, lotteries or draws whether for commercial or charitable purposes without the prior written authority of the Event which may withhold such authority at its sole discretion;
- Packages and tickets in them shall not be resold or transferred save as set out herein and shall not be purchased or obtained from or through any commercial agent or company or otherwise than directly from RCH2010 or an Official Agent. If more than one Package or ticket is issued to a Client those Packages or tickets may be used only by those persons intending to accompany that Client to and at the Event. The provision of such Packages and/or tickets by a Client to such persons without payment shall not contravene these conditions. Any Packages or tickets obtained in breach of these conditions shall be void and all rights conferred or evidenced by such tickets shall be nullified. Any person seeking to use a ticket in breach of these conditions in order to gain or provide entry to or remain at an Event will be liable to be refused admission to or be ejected from the venue and may be liable to legal action;
- The tickets supplied as part of the Packages shall at all times remain the property of RCE;
- All Clients and their guests will be subject to the Ground Regulations as a condition of admission. 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;
- 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 Venue or hospitality area(s) during the Event Week without RCH2010's prior written approval. Clients will be permitted to supply items for their guests to wear or carry at the Venue during the Event Week only with RCH2010'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 RCH2010 in advance. All prior consents from RCH2010 which the client may wish to seek given the above rules should be sought through RCH2010 by submitting proposals in writing with samples. Please allow not less than three weeks for approval/disapproval to be confirmed by RCH2010;

9. ETIQUETTE

- The Client shall be responsible for ensuring the good and orderly behaviour of all of its guests and invitees whilst at the Venue and in the environs during the Event Week. If 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 RCH2010, shall procure that its guest(s) shall leave the Venue. RCH2010 reserves the right to exclude or eject any person from an event if, in its opinion, their behaviour is likely to cause distress, damage or annoyance to other people or property. RCH2010 shall not compensate any person in any way in respect of such removal or requirement to leave the Venue;
- At a minimum, smart casual attire is required in the facilities (as per Package outline) provided by RCH2010 at any time. RCH2010 reserve 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 Venue. RCH2010 shall not compensate any person in any way in respect of such refusal or requirement to leave the Venue.

10. USE OF MARKS

No Client may use any trademarks of RCE or any associated group companies, the Event or the Venue or claim any association with The 2010 Ryder Cup or the Hospitality Services without RCH2010's prior written consent.

11. ENTIRE AGREEMENT

This Agreement set out the entire agreement between RCH2010 and the Client. It supersedes any prior proposal, assurance, agreement, understanding or arrangement, whether oral or written, between RCH2010 and the Client, in relation to bookings that they apply to. All other guarantees, warranties, representations or conditions whether expressed or implied howsoever are excluded and hereby negated.

12. WAIVER AND SEVERABILITY

Should any part of this Agreement for any reason prove ineffective or unenforceable the validity of the remaining terms and conditions shall not be affected and shall be enforceable. No delay or omission on the part of RCH2010 in exercising any right, power or remedy provided by law shall impair such right, power or remedy, or operate as a waiver thereof.

13. AMENDMENT

No alterations to the Agreement made between the Client and RCH2010 for the booking, sale and use of any Package(s), may be made except with the express written consent of RCH2010.

14. ASSIGNMENT

RCH2010 shall be entitled to assign or sub-contract any of its rights, benefits and interests in or under the Agreement to any third Parties. The Client shall not assign, transfer or charge the benefits of the Package(s) without the express written consent of RCH2010.

15. HEADINGS

The headings in this Agreement are inserted only for convenience and shall not affect their construction.

16. JURISDICTION

The Agreement and any disputes under it shall be governed and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts and the Client shall irrevocably submit to the exclusive jurisdiction of the courts of England & Wales.

17. CLIENT AS AN AGENT

RCH2010 will not contract an Agent and this contract must be with the end user only. All correspondence with regard to the Event will be sent directly to the Client unless otherwise directed by the Client. If the Client wishes to nominate the Agent to manage their hospitality then RCH2010 must be notified in writing at the time of booking. RCH2010 accept no responsibility for the actions, statement or omissions of the Agent.