

# BOOKING REQUEST FORM

## PERSONAL DETAILS (MAIN CONTACT FOR THIS BOOKING)

TITLE (Mr/Mrs/Miss/Ms)	FAMILY NAME	FIRST NAME
COMPANY NAME (if applicable)		
STREET NAME		POSTCODE
TOWN	COUNTY	COUNTRY
E-MAIL	TELEPHONE (include country and area code)	FAX (include country and area code)

## SHIPPING ADDRESS (IF DIFFERENT TO DETAILS GIVEN ABOVE)

COMPANY NAME (if applicable)		
STREET NAME		TOWN
COUNTY	COUNTRY	POSTCODE

## PROGRAMME DETAILS

ARRIVAL DATE / / 2008	DEPARTURE DATE (5 nights' minimum stay) / / 2008					
PREFERRED HOTEL (Enter Hotel Code)	No. of SINGLE	No. of DOUBLE	No. of TWIN	ROOM TYPE	No. of ROOMS	No. of PEOPLE
1st CHOICE						
2nd CHOICE						

## FRENCH LICK & RYDER CUP PACKAGE

ARRIVAL DATE: SUNDAY 14TH SEPTEMBER 2008			DEPARTURE DATE: MONDAY 22ND SEPTEMBER 2008			
HOTEL	No. of SINGLE	No. of DOUBLE	No. of TWIN	ROOM TYPE	No. of ROOMS	No. of PEOPLE
FRENCH LICK SPRINGS HOTEL						GOLF SPA
WEST BADEN SPRINGS HOTEL						GOLF SPA

## TICKET UPGRADES AND GROUND TRANSPORTATION (ON ALL RYDER CUP PACKAGES)

INTERNATIONAL PAVILION (Not to exceed number of people travelling)	
GROUND TRANSPORTATION (To equal the number of tickets required)	

## TERMS AND CONDITIONS

### General Public Terms and Conditions

Before returning this Booking Request Form, general public clients should carefully read the terms and conditions on page 26 of this brochure. You will also receive a further copy of the terms and conditions together with your proposal.

### Corporate Clients and Tour Operators Terms and Conditions

Specific terms and conditions for Corporate Clients and Tour Operators will be provided with your proposal and may also be obtained on request by contacting [enquiries@RCTS.co.uk](mailto:enquiries@RCTS.co.uk). Corporate Clients and Tour Operators terms and conditions are NOT those appearing on page 26 of this brochure.

### Other Information

- Complete the form providing all relevant details. Please note: All accommodations are subject to a minimum of 5 nights' stay unless otherwise indicated • Subject to availability, you will be accommodated in your first choice hotel • Unless instructed otherwise, your complete party will be accommodated in the same hotel.
- Subject to availability, we will send a Proposal based on your request which should be confirmed as correct, or altered if not, and returned to the address below before the Option Date shown on the Proposal.
- RCTS reserves the right not to accept altered Proposals.
- Proposals not confirmed by the Option Date will be cancelled.
- On receipt of a confirmed Proposal, we will issue an invoice for the applicable Initial Deposit which must be paid within 15 days of the Option Date. Payment will be accepted by bank transfer, cheque or credit cards. Please note: payment by AMEX will result in a 1.9 % surcharge, VISA and MasterCard will result in a 1.75% surcharge.
- GTS Events Ltd. is a member of ABTA, No. W3423.

### Visiting the United States – VISA Requirements

A VISA is required if you are not a citizen of the following visa free countries: Andorra, Australia, Austria, Belgium (passport required to be machine-readable), Brunei, Denmark, Finland, France, Germany, Iceland, Ireland, Italy, Japan, Monaco, Liechtenstein, Luxembourg, the Netherlands, New Zealand, Norway, Portugal, San Marino, Singapore, Slovenia, Spain, Sweden, Switzerland and the United Kingdom. Travel is visa free under the Visa Waiver Program in a traveller meets all of the following requirements: • The traveller is a citizen of one of the countries named above, travelling on an unexpired national or EU passport. (A passport indicating that the bearer is a British Subject, British Dependent Territories Citizen, British Overseas Citizen, British National (Overseas) Citizen, or British Protected Person does not qualify for travel without a visa). NB: A passport which states holder has Right of Abode or indefinite leave to remain in the United Kingdom does not qualify for visa free travel; • Travelling for business, pleasure or transit only; • Staying in the United States for 90 days or less.

### Passport Validity

If travelling under the Visa Waiver Programme, the passport must be valid for at least 90 days from the date on which the holder enters the United States. If not, the holder will be admitted until the expiration date on the passport. NB Passport holders from Andorra, Brunei and San Marino must be in possession of a passport valid for at least six months from the date of departure from the United States, even if travelling visa free under the Visa Waiver Program. Please be advised that the above is intended as information only and if you have any queries or are unclear as to your status, please contact the US Embassy.

### Holiday Insurance

All guests are required to carry adequate insurance given the nature of the trip. We also strongly recommend that you take out additional insurance in case the event is cancelled as this would not be covered by ordinary insurance.

### Health Matters

All guests should check current health requirements relating to their trip. Information can be found "Health Advice for Travellers," published by and available from The Department of Health.



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E-mail: [enquiries@RCTS.co.uk](mailto:enquiries@RCTS.co.uk)  
Website: [www.RCTS.co.uk](http://www.RCTS.co.uk)

GTS Events Ltd trading as Ryder Cup Travel Services is a wholly owned subsidiary of Byrom plc  
Company Registration No. 4955521



For all enquiries call (UK): +44 (0)870 755 3004 fax: +44 (0)870 755 3009 e-mail: [enquiries@RCTS.co.uk](mailto:enquiries@RCTS.co.uk)

To book on-line, please visit our website: [www.RCTS.co.uk](http://www.RCTS.co.uk)

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# GENERAL PUBLIC TERMS & CONDITIONS OF SALE

## GENERAL PUBLIC TERMS AND CONDITIONS OF SALE

These Terms and Conditions apply between the client ("you") and GTS Events Limited, trading as Ryder Cup Travel Services, a wholly owned subsidiary of Byrom Plc ("us") and relate to the sale of hotel rooms ("Hotel Rooms") and other ground services ("Other Services") by us to you in connection with The 2008 Ryder Cup ("The Event") which will take place at the Valhalla Golf Club, Louisville, Kentucky, USA on 19, 20 and 21 September 2008. Other Services include, but are not limited to, admission tickets to the 2008 Ryder Cup ("Tickets"), ground transfers daily between the hotel and the Club ("Transfers"), golf tee time reservations ("Golf") and air charter seats ("Flights"). For the avoidance of doubt, any Flights required through us must be specifically requested and arranged with us, and it will otherwise be your responsibility to arrange these separately.

In signing the Proposal you confirm that you agree to purchase these services ("the Services") from us pursuant to these Terms and Conditions.

GTS Events Limited is a member of the Association of British Travel Agents ("ABTA") – Membership Number W3423 – which provides for your protection in the event of GTS Events Ltd insolvency.

The air holidays and flights advertised in this brochure are ATOL Protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 6441. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

## RESERVING AND BOOKING SERVICES

**1.1 Making your initial reservation:** Once we have received from you a completed Booking Request Form we shall, subject to availability, reserve the Services exclusively for you and specify such reservation(s) in the corresponding proposal ("the Proposal") which we shall then send to you.

**1.2 Minimum Stay Requirement:** Unless we specifically advise you to the contrary, there will be a minimum purchase of five (5) consecutive Hotel Room nights for each Hotel Room purchased by you.

**1.3 Confirming your reservation:** On or before the Option Date referred to in the Proposal ("the Option Date"), you must confirm to us the number and type of Services you wish to retain (the "Confirmed Services") by signing and returning the Proposal to us. All Services which are not so confirmed on or before the Option Date will be automatically cancelled. The appropriate invoice shall be raised against the Confirmed Services and we will send this to you together with the Proposal as signed by you and where relevant amended in accordance with your instructions ("the Confirmation") requesting payment in accordance with the payment schedule which you will see below at Section 2.3.

**1.4 Purchasing a package:** if you purchase two or more types of Services (i.e. Hotel Rooms, Tickets, Transfers etc) this shall constitute a package ("Package"). If you choose to exercise your cancellation rights in accordance with Clause 3, you may not cancel the individual elements that make up your Package, but may only cancel the combined elements of the Package you have purchased.

**EXAMPLE:** if you have purchased a Package consisting of two Hotel Rooms together with admission tickets and ground transportation, you may cancel one or both of the hotel rooms together with the Services relating to that Hotel Room. You may not cancel the separate elements of the Package.

## PAYING FOR YOUR SERVICES

**2.1 The RCTS Rate:** Subject to any cancellations in accordance with these Terms and Conditions you agree to pay the total amount payable as set out in the Confirmation ("the RCTS Rate"). We acknowledge that this amount shall include all applicable charges and taxes at the prevailing rate.

**2.2 Incidental Charges:** The RCTS Rate does not cover, and we shall not under any circumstances be responsible for, any incidental charges incurred by or on behalf of the person(s) using the Confirmed Rooms or other Services, including but not limited to room service, food and beverage (unless expressly included), telephone calls and all service charges and taxes. You or your guest may therefore be required by the Hotel upon check-in (arrival) to guarantee payment of incidental charges with a major credit card or cash deposit.

**2.3 Payment Schedule:** You agree to pay as follows for all Confirmed Services together with any appropriate cancellation fees and Processing Fees ("the Total"):

- When the Option Date on the Proposal falls on or before 15th October 2007 you shall pay:
  - Within fifteen (15) days of the Option Date twenty percent (20%) of the Total ("the Initial Payment").
  - On 1 November 2007 an amount which together with the Initial Payment shall amount to fifty percent (50%) of the Total ("the Second Payment").
  - On 1 April 2008, the balance (if any) of the Total ("the Balance").
- When the Option Date falls after 15 October 2007 but before 15 March 2008, you shall pay:
  - The Initial Payment plus the Second Payment within fifteen (15) days of the Option Date.
  - The Balance on 1 April 2008.
- When the Option Date falls on or after 15 March 2008, you shall pay the Total in full within fifteen (15) days of the Option Date.
- The price of the Confirmed Services is fully guaranteed and will not be subject to any surcharges.

**2.4 Payment Arrangements:** your payments to us should be made to the bank account detailed on the invoice.

**2.5 Late Payment:** If full payment of any amount due to us has not been received by the due date and we have still not received payment from you fifteen (15) days after serving notice on you requesting such payment, we shall be entitled to (a) charge you interest on all amounts outstanding at four percent (4%) above the prevailing base rate of Barclays Bank as it may vary from time to time from the date payment became due until actual payment is made, (b) refuse to supply any Hotel Rooms or other Services (c) claim for all reasonable losses and costs suffered by us as a result of non payment and/or late payment.

**2.6 Vouchers:** We shall provide you with vouchers that specify the details of the Confirmed Rooms and provide evidence of your reservation with the Hotel and which you must present to the Hotel upon check-in ("Check-In Vouchers"). Check-In Vouchers are valuable bearer certificates and should be treated as irreplaceable. We will take reasonable steps to try and replace all Check-In Vouchers that are lost or stolen, however, we cannot guarantee replacement if we only receive notice from you of the loss of the Check-In Voucher within the 14 day period before the date of the Confirmed Room. In circumstances where we are in a position to replace a Check-In Voucher for you, you will be liable for our reasonable costs incurred in replacing and sending the Check-In Voucher to you.

**2.7 Using the Check-In Vouchers:** Only you and those end-users authorised by you have the right to use the Check-In Vouchers. You may not re-sell the Check-In Vouchers without our prior written consent.

**2.8 Tickets:** Tickets will be issued subject to the rules and regulations from time to time of the venue and the organisers of the Ryder Cup and you should obtain details of these directly at [www.rydercup.com](http://www.rydercup.com) or 100 Avenue of Champions, Box 109601, Palm Beach Gardens Florida, 33410-9601, USA.

## CANCELLING YOUR SERVICES

**3.1 Cancelling Services on or before the Option Date:** on or before the Option Date you may cancel any or all of the Services or Packages without charge.

**3.2 Cancelling Confirmed Services after the Option Date:** depending on when you cancel the Confirmed Services you will become liable to pay cancellation fees as set out at 3.3 and 3.4. below. These fees are calculated to deal with our cost of handling your cancellation and are a genuine pre-estimate of our loss and the costs we will incur.

**3.3 The Processing Fee:** if you cancel Confirmed Services after the Option date but before 15th January 2008 you will be liable to a processing fee of £150 ("the Processing Fee").

**3.4 The Cancellation Fee:** depending on when we receive notification of your cancellation you will be liable to pay a cancellation fee as follows:

- Between 15th January 2008 and 15th March 2008, you will be liable to a charge of fifteen percent (15%) of the value of the Confirmed Services that you cancel.
- Between 16th March 2008 and 15th June 2008, you will be liable to a charge of twenty percent (20%) of the value of the Confirmed Services that you cancel.
- Between 16th June 2008 and 31st July 2008, you will be liable to a charge of thirty percent (30%) of the value of the Confirmed Services that you cancel.
- After the 31st July 2008 the sale of all Confirmed Services shall be FINAL and you will be liable to pay 100% of the value of all Confirmed Services cancelled after that date.
- In the event that you cancel any Confirmed Services and incur a Cancellation Fee or a Processing Fee, we will apply all your previously made payments firstly towards these sums and then towards payment for your remaining Confirmed Services. Any sums remaining will be refunded directly to you. (6) Reduction of Rooms: Provided you do not commit a serious breach of contract and provided you sign and return the Proposal to us by the Option Date we shall not have any right to reduce the number of Client Rooms and/or Confirmed Services once we have confirmed the Client Rooms available to you.

## MISCELLANEOUS

**4.1 Our liability to you:** In order to supply you with the Services we have contracted with third party suppliers that we will take reasonable care and skill to ensure are reputable. Our role after that point is to secure your booking at the hotel and provide you with the Other Services and although we will try to resolve matters where the hotel or other service providers has not complied with any of its obligations, we emphasise that we do not have control over the actual services provided to you by the hotel or other service providers.

We do, however, accept liability where our staff or we have not properly performed our contracted obligations providing except where such failure/improper performance arose:

- Wholly due to the acts and/or omissions of the person(s) affected
  - Due to acts and/or omissions of a person unconnected with the provision of your contracted services and in circumstances beyond our control
  - Due to any event which was beyond our control and which we or the supplier of the service could not have foreseen or foreseen even with all due care.
- Nothing in this clause limits our liability for death or personal injury caused by way of our or our staff's negligent act or omission

**4.2 Your liability to us:** Although we arrange your reservation with the Hotel(s) and the provision of the Other Services, we cannot be held responsible for the acts and omissions of you and any of the Check-In Voucher holders who use the Confirmed Services reserved by you. In the event of any claim, cost or expense arising against us in respect of any such act or omission, (if such claim, cost or expense is not without foundation) you confirm that you will bear the responsibility for this, either by settling and paying for such claims, costs or expenses or, if you dispute any such claim, cost or expense, that you will be responsible for the costs arising in defending such a claim including our own reasonable costs (if any).

**4.3 Damages:** If we are in breach of our obligations under this agreement, we will not be responsible to you in contract, tort (including without limitation negligence) or otherwise for losses that were not foreseeable to both parties when the agreement was formed, for losses that were not caused by any breach on our part and for any business losses or loss of profits you have suffered arising out of the performance, purported performance or breach of these Terms and Conditions.

**4.4 Amendments:** Neither you nor we may alter these Terms and Conditions without the other's agreement.

**4.5 Term and Termination:** These Terms and Conditions shall apply to all transactions between us. You may terminate this agreement by notice in writing in the event that we commit any serious breach of its terms. We shall be entitled to recall any or all Confirmed Services by notice in writing to you if (a) you commit an irremediable breach, or a remediable breach and fail to remedy it within fifteen (15) days of receipt of notice of said breach requiring remedy of same; (b) you make any voluntary arrangement with your creditors or become subject to an administrative order or (being an individual or firm) become bankrupt or (being a company) go into liquidation (otherwise than for the purpose of solvent amalgamation or reconstruction) or cease or threaten to cease to carry on business or an encumbrancer takes possession or a receiver is appointed to any of your property or assets or if we reasonably apprehend that any such event is about to occur and notify you accordingly.

**4.6 Waiver:** None of these Terms and Conditions may be waived except with the express consent of the party or parties who is going to be bound by the waiver. Neither your rights nor our rights under these Terms and Conditions will be deemed to have been waived by any act or conduct on either your or our part, or by any neglect to exercise or enforce such right or power or by any delay in doing so. The rights and powers that are given to either of us under these Terms and Conditions shall continue to apply unless and until the person who is going to be bound by a waiver has specifically waived or released such powers. No waiver shall operate as a waiver of any other default or of the same default on a future occasion.

**4.7 Assignment:** The Terms and Conditions that apply on each Proposal are personal to you and you may not assign, transfer, subcontract or otherwise part with any benefits or obligations without our prior written consent, provided however that you may assign or transfer the right to use any number of Confirmed Services without our prior written consent. Please note that if you do allow someone else to use the Confirmed Rooms in accordance with this Clause then you agree that the Terms and Conditions will apply to that person also.

**4.8 Independent Contractors:** For the avoidance of any doubt, you and ourselves shall each be and remain independent contractors with respect to each other and with respect to all rights obtained and services performed. Nothing herein shall be construed to:

- Constitute you and ourselves as partners, joint venturers or co-owners;
- Constitute you or us as the agent, employee or representative of the other;
- Empower you or us to act for, bind or otherwise create or assume any obligations on behalf of the other.

**4.9 Notices:** All notices, demands, requests or other communications shall be in writing and shall be mailed first class or transmitted by hand delivery or fax addressed as follows:

- If intended for us addressed to RCTS at SEAMOS House, Brooks Drive, Cheadle Royal Business Park, Cheshire, SK8 3SA, England. Fax number +44 870 755 3008 or to such other address as may be designated by us in writing to you
- If intended for you, at the address provided by you and given on your invoice or to such other address as may be designated by you in writing to us.

Such notices, demands or other communications shall be deemed given upon receipt. In the case of transmission by fax, confirmation of the of the transmission must be made by mailing the original notice demand or communication not later than the business day following the transmission.

**4.10 Severability:** If any provision or portion of any provision is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provisions shall not be affected by this.

**4.11 Binding Agreement:** Both you and we intend to rely upon the written terms set out here in the Terms and Conditions and in the Confirmation. If either party requires any changes, which are agreed by the other, both parties should make sure to ask that these be put in writing. BOTH PARTIES ACKNOWLEDGE THAT THIS IS A LEGALLY BINDING DOCUMENT BEFORE AGREING TO THE PROPOSAL YOU SHOULD READ IT CAREFULLY AND ENSURE THAT IT CONTAINS EVERYTHING YOU WANT AND NOTHING YOU ARE NOT PREPARED TO AGREE TO.

**4.12 Headings:** Section and subsection headings are for ease of reference only and shall not constitute a part of these Terms and Conditions nor be given any substantive effect.

**4.13 Resolution of Complaints:** If you encounter a problem in relation to the services being supplied you should immediately inform the Hotel and/or other Service provider and also our own representative who will do what they can to resolve matters to your satisfaction. If the difficulty is not resolved at the time to your satisfaction you must try to ensure that you contact us in writing no later than 28 days after your return at the address provided to you at section 4.9. above. If you fail to advise us and/or the supplier promptly about such difficulties this may affect our ability to properly look into and resolve this matter for you.

In the unlikely event that we are not able to settle amicably any problems arising out of these Terms and Conditions and your Confirmation, then both parties may, if they wish, agree to mediate the matter. Mediation shall consist of a process by which the parties shall attempt to resolve a controversy or claim by submitting it to an impartial, neutral mediator, who is authorised to facilitate a resolution of the controversy or claim, but who is not empowered to impose a settlement upon the parties. Mediation shall take place in England.

If a settlement does not arise from Mediation, then any controversy or claim arising out of or relating to these Terms and Conditions and your Confirmation or breach thereof, may (if you wish) be referred to Arbitration under a special scheme devised by arrangement with ABTA, but administered independently by the Chartered Institute of Arbitrators. The scheme: (a) provides for a simple and inexpensive method of Arbitration on documents alone with restricted liability for you on costs; (b) does not apply to claims for amount greater than £5,000 per person or £25,000 per Proposal, nor to claims that are solely or mainly in respect of physical injury or illness or the consequence of such injury or illness. Written notice requesting Arbitration must be received by ABTA within nine (9) months after the end of the provision of the services. For further details of the scheme contact ABTA at 55-57 Newman Street, London, W1P 4AH.

**4.14 Governing Law:** Your Confirmation and these Terms and Conditions shall be governed by, and construed in accordance with, the laws of England (without giving effect to principles of conflict of law thereof). In any proceeding brought under or arising out of this agreement the parties consent to the jurisdiction of the courts within England and further consent to service of process by any means authorised by applicable English laws.

**4.15 Force Majeure:** The performance of this Agreement by either party is subject to acts of God, war, government action or decree, disaster, strikes (other than strikes by our staff), riot or civil disorder, acts of terrorism, curtailment of transportation facilities (to the extent such curtailment was beyond our reasonable control), inclement weather, the postponement or cancellation of the Event or its being relocated to another venue or other emergencies beyond the affected party's control making it illegal or impossible to provide or take up the Services for the purpose of attending the Event. In the event that performance of this Agreement is not possible by reason of Force Majeure, neither party shall be deemed to be in breach of the terms of this Agreement and neither party shall then be obligated in any manner to the other with respect to such performance. Compensation will not be payable by either party. To the extent we recover monies from our Services providers (including the hotels) or insurance we will refund such monies to you and we will use our reasonable efforts to obtain such recovery.