

CORPORATE TERMS AND CONDITIONS OF SALE

These Terms and Conditions apply between the client (“you”) and Your Golf Travel Ltd. (“you”), acting on behalf of Ryder Cup Travel Services, a wholly owned subsidiary of Byrom Plc and relate to the sale of hotel rooms (“Hotel Rooms”) and other ground services (“Other Services”) by us to you in connection with The 2010 Ryder Cup Matches (“The Event”) which will take place at The Celtic Manor Resort, Coldra Woods, The Usk Valley, Newport, South Wales NP18 1HQUK on 1st, 2nd and 3rd October 2010. Other Services include, but are not limited to, admission tickets to the 2010 Ryder Cup (“Tickets”), ground transfers daily between the hotel and The Celtic Manor (“Transfers”), Park and Ride transport pass, and golf tee time reservations (“Golf”).

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

Your Golf Travel LTD is a member of the Association of British Travel Agents (“ABTA”) – Membership Number YO22X – which provides for your protection in the event of Your Golf Travel Ltd’s insolvency.

In the event that we offer flights in addition to Hotel Rooms and Other Services, these will be ATOL Protected, since we hold an Air Travel Organiser’s Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 9851. 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.

RESERVING AND BOOKING SERVICES

- 1.1 **Confirming your reservation:** Once we have received from you a completed deposit we shall, subject to availability, reserve the Services exclusively for you and specify such reservation(s) in the corresponding booking confirmation which we shall then send to you by email.
- 1.2 **Minimum Stay Requirement:** Unless we specifically advise you to the contrary, there will be a minimum purchase of three, four or five (3, 4 or 5) consecutive Hotel Room nights for each Hotel Room purchased by you.
- 1.3 **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.
- 1.4 **No resale of separate Package elements:** Packages are sold on the strict understanding that their individual elements are not for separate resale and are not under any circumstances to be included as part of any other packaged product.

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, 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”):

- (i) When the Option Date on the Proposal falls on or before 15th October 2009 you shall pay:
 - (a) Within fifteen (15) days of the Option Date twenty percent (20%) of the Total (“the Initial Payment”)
 - (b) On 1 November 2009 an amount which together with the Initial Payment shall amount to fifty percent (50%) of the Total (“the Second Payment”)
 - (c) On 1 April 2010 the balance (if any) of the Total (“the Balance”).
- (ii) When the Option Date falls after 15 October 2009 but before 15 March 2010, you shall pay:
 - (a) The Initial Payment plus the Second Payment within fifteen (15) days of the Option Date
 - (b) The Balance on 1 April 2010.
- (iii) When the Option Date falls on or after 15 March 2010, you shall pay the Total in full within fifteen (15) days of the Option Date.
- iv) The price of the Confirmed Services is fully guaranteed and will not be subject to any surcharges.
- v) The purchase of Tickets exclusive of any other Services shall be FINAL upon receipt by RCTS of a signed Proposal from you and payment in full of the anticipated charges shall be due within seven (7) days of the Option Date.

2.4 **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 or all of the Confirmed Services booked pursuant to the Proposal or booked pursuant to any other signed Proposal between you and us (c) claim for all reasonable losses and costs suffered by us as a result of non payment and/or late payment (d) terminate this agreement pursuant to Section 4.5 below.

2.5. **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.

2.6. **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.

2.7 **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 Matches and you should obtain details of these directly at www.rydercup.com or from Ryder Cup LLP, Wentworth Drive, Virginia Water, Surrey, GU25 4LX. England.

2.8 **Authorised Resale:** Those offering Packages for authorized onward sale to third parties warrant that the hotel rooms together with each room night contained in such Package have been exclusively sourced from us and will not consist of any room nights that have been independently acquired.

CANCELLING YOUR SERVICES

It is acknowledged by both parties that, because of the particular nature of the within transaction, if you should cancel any Confirmed Services it is and will be impracticable and extremely difficult to ascertain and determine the actual damage that we will sustain in the event of and by reason of your cancellation. Both parties therefore agree, subject to the requirement for your written notice of any cancellation, as follows:

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 without charge.

3.2 **The Processing Fee:** With the exception of ticket only sales which are FINAL, you shall pay a standard processing fee of five percent (5%) of the value of all Confirmed Services that you cancel after the Option Date (the "Processing Fee").

3.3 **The Cancellation Fee:** With the exception of ticket only sales which are FINAL you may cancel, on a Hotel by Hotel basis, and without charge (other than the Processing Fee) the percentage of the value of the Confirmed Services indicated in the following subsections. For Confirmed Services cancelled in excess of this amount, the following subsections specify the cancellation fee (the "Cancellation Fee") payable in addition to the Processing Fee for each such further cancellation:

(a) Between the Option Date and 29 September 2009, you may cancel up to twenty five percent (25%) of the value of the Confirmed Services held as of the Option Date. You shall pay a Cancellation Fee of twenty percent (20%) of the value of the Confirmed Services cancelled in excess of the permissible amount;

(b) Between 30 September 2009 and 20 March 2010, you may cancel up to fifteen percent (15%) of the value of the Confirmed Services held as of 30 September 2009. You shall pay a Cancellation Fee of forty percent (40%) of the value of the Confirmed Services cancelled in excess of the permissible amount;

(c) Between 21 March 2010 and 29 June 2010, you may cancel up to five percent (5%) of the value of the Confirmed Services held as of 21 March 2010. You shall pay a Cancellation Fee of fifty percent (50%) of the value of the Confirmed Services cancelled in excess of the permissible amount; and
(d) After 29 June 2010, the sale of all Confirmed Services shall be FINAL and you shall pay one hundred percent (100%) of the value of any Confirmed Services which are cancelled, such amount being inclusive of the relevant Processing Fee.

(e) In the event that you cancel any Confirmed Services and incur a Cancellation Fee and/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.

3.4 **Sale or Return:** Clients who cancel Confirmed Services after 29 June 2010 shall have the opportunity to receive a refund from RCTS of fifty percent (50%) of the Contract Value conditional upon RCTS's ability to re-sell the cancelled Confirmed Services in question.

MISCELLANEOUS

4.1. **Our liability to you:** In order to supply you with the Services we have contracted with third party suppliers which 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 we or our staff have not properly performed our contracted obligations providing except where such failure/improper performance arose:

- a) due to the acts and/or omissions of the person(s) affected
- b) due to acts and/or omissions of a person unconnected with the provision of your contracted services
- c) due to any event which we or the supplier of the service could not have forestalled 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, 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 loss of goodwill, business, profits, anticipated savings or wasted expenditure or any indirect or consequential loss or damage whatsoever arising out of the performance, purported performance or breach of these Terms and Conditions.

- 4.4 **Amendments:** Neither we nor you may alter these Terms and Conditions without the other's written 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 and fail to remedy it within fifteen (15) days of receipt of notice of such breach requiring remedy of the same. We shall be entitled to terminate this agreement and any other transaction between you and us to which these Terms and Conditions apply 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:
- a) constitute you and ourselves as partners, joint venturers or co-owners;
 - b) constitute you or us as the agent, employee or representative of the other;
 - c) 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:
- a) If intended for us addressed to YGT at 2nd Floor, Clerks Court, London, EC1R 3AU Fax number +44 207 336 5390 or to such other address as may be designated by us in writing to you.
 - b) 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 AGREEING 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 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 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.

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 agree to refer the matter to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within fourteen days, either party, upon giving written notice, may apply to the President or the Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of a mediator. Should the mediation fail, in whole or in part, either party may, upon giving written notice, and within twenty eight days thereof, apply to the President or the Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are deemed to be incorporated by reference into this section. The seat of the arbitration shall be Manchester, England.

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.

4.16 **Insurance:** You are responsible for (and we strongly recommend you do so) arranging and obtaining appropriate travel insurance.

4.17 **Integration:** These Terms and Conditions and the Confirmations hereto constitute the complete, final and exclusive agreement between the parties relating to the subject matter and supersede all prior agreements, understandings, both written and oral, between the parties, and no representation, undertaking or promise shall be taken to have been given or be implied by anything said or written in prior negotiations between the parties.

4.18 **No Commercial Use of Transaction; Commercial Identification Prohibition:** We have no right to grant and you shall not use commercial identification rights of any kind or description relating to the 2010 Ryder Cup or the services described therein. All such commercial identification rights must be granted by Ryder Cup LLP.

4.19 **Contracts (Rights of Third Parties) Act 1999 and the Law Reform (Frustrated Contracts) Act 1943:** The provisions of the Contracts (Rights of Third Parties) Act 1999 and Law Reform (Frustrated Contracts) Act 1943 are hereby excluded.