



TERMS AND CONDITIONS OF SALE

These Terms and Conditions apply between the Client (“you”) and Tailor-Made Golf Tours Ltd. (“us”), a private limited company registered in Ireland (Company No. 378357), and relate to the sale of hotel rooms (“Hotel Rooms”) and other ground services (“Other Services”) by us to you in connection with the 2006 Ryder Cup Matches (“The Event”) which will take place at the Kildare Hotel and Golf Club (“K-Club”), Straffan, Co. Kildare, Ireland on 22, 23 and 24 September 2006. Other services include but are not limited to, admission tickets to the 2006 Ryder Cup (“Tickets”), ground transportation daily between the Hotel and the K-Club (“Transfers”). For the avoidance of doubt it is your responsibility to arrange flights or other transport to and from Ireland.

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

RESERVING AND BOOKING SERVICES

- 1.1 Making Your Initial Reservation:** Once we have received from you a completed Ryder Cup Package Request Form we shall, subject to availability, reserve these Services exclusively for you and specify such reservation(s) in the corresponding proposal (“the Proposal”) that we shall then send to you.
- 1.2 Minimum Stay Requirement:** 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, 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. Signing and returning the Proposal shall constitute your understanding and acceptance of these Terms and Conditions. All Services which are not so confirmed on or before the Option Date will automatically be cancelled.

The appropriate invoice will 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 according to 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:** The Confirmed Services constitute a package (“Package”) that include individual services (hotel room, tickets, transfers etc.). If you choose to exercise your cancellation rights in accordance with Clause 3 below, you may not cancel the individual elements that make up your Package, but may only cancel the combined elements of the Package that you have purchased. **EXAMPLE:** if you have purchased a Package consisting of two Hotel Rooms together with admission tickets and transfers then you may cancel one or both hotel rooms **together with** the Services relating to that hotel room. You may not cancel the separate elements of the Package.
- 1.5 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 Tailor-Made Golf Tours Rate: Subject to any cancellations in accordance with these Terms and Conditions you agree to pay the total amount as set out in the Confirmation ("The TMGT Rate"). We acknowledge that this amount shall include all applicable taxes and charges at the prevailing rate.

2.2 Incidental Charges: The TMGT Rate does not cover, and we shall under no circumstances be responsible for, any incidental charges incurred on or behalf of the person(s) using the Confirmed Rooms, including but not limited to room service, food and beverage, telephone calls, movies, mini-bar charges and any applicable service charges and taxes thereon. You or your guest may therefore be required on 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 30th September 2005 you shall pay:
 - (a) Within ten (10) days of the Option Date twenty percent (20%) of the Total ("the Initial Payment")
 - (b) On or before 28th October 2005 an amount which together with the Initial Payment shall amount to fifty percent (50%) of the Total ("the Second Payment")
 - (c) On or before 24th March 2006 the balance of the Total ("the Balance").
- (ii) When the Option Date falls after 30th September 2005 but before 1st March 2006 you shall pay:
 - (a) The Initial Payment plus the Second Payment within ten (10) days of the Option Date
 - (b) The Balance on or before 24th March 2006.
- (iii) When the Option Date falls on or after 24th March 2006 you shall pay the Total in full within ten (10) days of the Option Date.
- (iv) 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 or credit card details should be supplied on the Ryder Cup Package Booking Form.

2.5 Late Payment: If full payment of any amount due to us has not been received by the due date and we still have not received payment from you ten (10) days after serving notice on you requesting such payment, we shall be entitled to charge you (a) interest on all amounts outstanding at five percent (5%) above the prevailing base rate of Allied Irish Bank as it may vary from time to time from the date payment became due until payment is actually made, (b) refuse to supply you any Hotel Rooms, (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 Services 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 Check-in Vouchers that are lost or stolen however we cannot guarantee replacement. In circumstances where we are in a position to replace Check-in Vouchers for you, you will be liable to a charge of two hundred Euro (€200) to cover time and costs in replacing and sending the Check-in Vouchers to you.

2.7 Using Check-in Vouchers: Only 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 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 RCLLP, Virginia Water, Surrey, GU25 4LX, England.



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 Option Date:** On or before the Option Date you may cancel any or all of the Services 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 handle 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 13th January 2006 you will be liable to a processing fee of €300 (“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 (“the Cancellation Fee”) as follows:
- (i) Between 13th January 2006 and 13th March 2006 you will be liable to a charge of twenty percent (20%) of the value of the Confirmed Services that you cancel.
 - (ii) Between 14th March 2006 and 13th June 2006 you will be liable to a charge of thirty percent (30%) of the value of the Confirmed Services that you cancel.
 - (iii) Between 14th June 2006 and 28th July 2006 you will be liable to a charge of fifty percent (50%) of the value of the Confirmed Services that you cancel.
 - (iv) After the 28th July 2006 the sale of all Confirmed Services shall be FINAL and you will be liable to pay for one hundred percent (100%) of the value of the Confirmed Service that you cancel.
- 3.5 Application of Refunds:** 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.
- 3.6 Reduction of Rooms:** providing 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 the 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 purchased an official Ryder Cup Package from Ryder Cup Travel Services Ltd (“RCTS”) who have contracted with third party suppliers who have been selected with due care and attention to their reputation. Our role is to deliver the Check-in Vouchers and other services to you. Although we will try and resolve matters in the case where the hotel or other service provider has not complied with any of its obligations, we emphasise that that we do not have control over the actual services provided to you by the hotel or any other service provider.

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

- (a) wholly due to acts and/or omissions of the person 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 is beyond our control and which we and/or the supplier could not have forestalled or foreseen even with all due care.

4.2 Your Liability to Us: We cannot be held responsible for the acts and/or omissions of you and any 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 your 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 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. 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 ten (10) 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 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 the 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 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 Notices: All notices, demands, requests or other communications shall be in writing and shall be mailed first class or by fax or by e-mail and addressed as follows:

- (a) If intended for us addressed to Tailor-Made Golf Tours, 23 The Willows, Oakleigh Wood, Ennis, Co. Clare, Ireland. Fax number + 353 65 682 1593. Email address golf@tailor-madetours.com.
- (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.

Tailor-Made Golf Tours Ltd.; 23 The Willows, Oakleigh Wood, Ennis, Co. Clare, Ireland.

Phone/Fax: +353 65 682 1593 **Mobile:** +353 86 879 5129

email: golf@tailor-madetours.com **www:** www.tailormadegolftours.com



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

- 4.9 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.
- 4.10 Binding Agreement:** Both you and we intend to rely on the written terms set out here in the Terms and Conditions and in the Confirmation. If any 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.**
- 4.11 Headings:** Section and subsection headings are for ease of reference only and shall not constitute a part of these Terms and Conditions not be given any substantive effect.
- 4.12 Resolution of Complaints:** If you encounter a problem in relation to the services being supplied you should immediately inform the Hotel and the RCTS representative. You must also contact Tailor-Made Golf Tours. Every effort will be made by these parties to resolve your difficulty. If the difficulty is not resolved at the time to your satisfaction you must ensure that you contact us within twenty-one (21) days after your return at the address provided to you at section 4.8 above. If you fail to advise us and the supplier promptly about such difficulties then this may affect our ability to properly look into and resolve the matter and consequently affect your rights under this contract. 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 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 on the parties. Mediation shall take place in Ireland. If a settlement does not take arise from mediation, then any controversy or claim arising out of or relating to these Terms and Conditions and you Confirmation or breach thereof, may (if you wish) be referred to Arbitration.
- 4.13 Governing Law:** Your Confirmation and these Terms and Conditions shall be governed by, and construed in accordance with, the laws of Ireland (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 Ireland and further consent to the service of process by any means authorised by applicable Irish laws.
- 4.14 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 transport 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 in respect of such performance. Compensation will not be payable by either party. To the extent we recover monies from RCTS (who in turn will recover monies from event organisers and service providers) we will refund all received monies to you.
- 4.15 Insurance:** You are responsible for (and we strongly recommend you do so) arranging and obtaining appropriate travel insurance. (Your travel insurance should be purchased on booking and should provide adequate cancellation protection).
- 4.16 Integration:** These Terms and Conditions and the Confirmation 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.