

GOLF TOURISM SCOTLAND EVENTS AND EXHIBITIONS – TERMS AND CONDITIONS

These terms and conditions refer specifically to events and exhibitions organised by or on behalf of Golf Tourism Scotland and events and exhibitions where attendance of multiple partners is arranged by Golf Tourism Scotland and apply in addition to the Working with Golf Tourism Scotland terms and conditions already agreed to by the Operator.

1 INTRODUCTION

Unless otherwise stated in these terms and conditions (the “Conditions”), expressions defined in the Working with Golf Tourism Scotland Terms and Conditions shall have the same meaning in these Conditions. The provisions of the Working with Golf Tourism Scotland Terms and Conditions are incorporated into these Conditions by this reference. In the event of a conflict between these Conditions and the Working with Golf Tourism Scotland Terms and Conditions, these Conditions shall have precedence.

2 BOOKINGS

2.1 These Conditions apply to all booking(s) made by an Operator in relation to an event or exhibition organised by, on behalf of, or where an Operator’s participation is facilitated by Golf Tourism Scotland (an “Event”). The Operator agrees to comply with any additional terms and conditions applicable to particular Events that are set out in the relevant Sign Up Form or process (a “Sign Up Form”).

2.2 As soon as possible after receipt of a Sign Up Form, Golf Tourism Scotland will confirm to the Operator whether the booking has been accepted. Golf Tourism Scotland reserves the right to refuse to accept any booking.

2.3 If a booking is accepted by Golf Tourism Scotland, an invoice will be sent to the Operator requesting either immediate payment of the deposit amount stated on the Sign Up Form or for a stated percentage amount up to 100% of the total charge for participation in an Event, the total charge being as notified by Golf Tourism Scotland to the Operator prior to the event taking place (the “Total Charge”). The Operator will pay all sums due under any invoice within 30 days of the date of that invoice unless otherwise stated. Deposits require immediate payment. For the avoidance of doubt, if the Operator fails to make payment of an invoice within such a period, it shall not be entitled to attend the relevant Event.

2.4 If a Booking is accepted by Golf Tourism Scotland, details and timelines for artwork/information submissions, delivery address details, badging information, participation costs and all other requirements for and conditions of participation in the event will be supplied to the Operator. The Operator agrees to comply with all such requirements and conditions.

3 CANCELLATION AND POSTPONEMENT

3.1 Postponement, Change or Cancellation by Golf Tourism Scotland

3.1.1 Golf Tourism Scotland shall be entitled to postpone or change the duration or venue of an Event at its absolute discretion. In the event of postponement or change of duration or venue of an Event, Golf Tourism Scotland will be entitled to make any modification, re-arrangement or substitution to the form, layout and allocation of stances as it considers necessary, and such modification, re-arrangement or substitution shall be binding on the Operator except that where Golf Tourism Scotland materially alters the size of allocated stances, Golf Tourism Scotland shall notify the Operator and both parties shall use their best endeavours to agree an appropriate amendment to the Total Charge which appropriately reflects the alteration in size.

3.1.2 In the event of cancellation of an Event or cancellation of attendance at an Event by Golf Tourism Scotland (other than in the circumstances referred to in Condition 3.1.3 below), Golf Tourism Scotland will, at the Operator’s option, (i) refund to the Operator any Total Charge previously paid or (ii) offer the Operator an appropriate (in Golf Tourism Scotland’s opinion) alternative opportunity at another Event, and Golf Tourism Scotland shall have no further liability to the Operator as a result of such cancellation.

3.1.3 Golf Tourism Scotland, the proprietors of the Event venue and/or the organisers of the Event shall not be liable to the Operator or any other person for loss, injury or damage of any kind arising from or in any way attributable to the cancellation, postponement, delay or abandonment of the Event or change of duration or venue due to any cause beyond the reasonable control of Golf Tourism Scotland. In the event of cancellation,

postponement, delay, abandonment or change as a result of such a cause, Golf Tourism Scotland shall not be obliged to refund any portion of any sums already paid by an Operator in relation to that Event.

3.2 Cancellation by the Operator

An operator cancelling a booking after Golf Tourism Scotland has confirmed its acceptance of a booking will forfeit the Total Charge. Golf Tourism Scotland at their discretion may choose to refund up to a maximum of 90% if;

(a) written notice of the cancellation is received by Golf Tourism Scotland at least 60 days prior to the first day of the relevant Event; and

(b) Golf Tourism Scotland is able to re-let the cancelled space in its entirety without any reduction to the original price agreed with the Operator.

10% of the Total Charge will be retained by Golf Tourism Scotland to cover administration.

4 PROMOTIONAL ACTIVITIES

4.1 In the case of an Operator produced stand, subject to Condition 3.1.1, the Operator shall be permitted to erect such trade stands and exhibits and use such promotional materials as Golf Tourism Scotland may specify (in the relevant Sign Up Form, confirmation of booking or otherwise) or approve in writing in relation to a particular Event. The Operator must complete all trade stands and exhibits, and promotional materials must be available, before the opening of the relevant Event. Trade stands and exhibits must not be removed and displays must not be dismantled either partially or totally before the closing time on the last day of the Event. All exhibits and promotional and other materials brought to the Event by the Operator must be removed as soon as possible after the end of the Event. However, where Golf Tourism Scotland has agreed in writing to produce backdrops and other physical exhibits for use in connection with the Operator’s trade stand (a “Golf Tourism Scotland Produced Stand”) this Clause 4.1 shall not apply and instead Clauses 4.2, 4.3, 4.4 and 4.5 shall apply

4.2 In the case of a Golf Tourism Scotland Produced Stand The Operator shall provide Golf Tourism Scotland with such artwork and other information (the “Operator Materials”) as Golf Tourism Scotland may require in order for Golf Tourism Scotland to produce the Golf Tourism Scotland Produced Stand. Golf Tourism Scotland shall where possible try to accommodate any requests made by the Operator in relation to the form and content of the Golf Tourism Scotland Produced Stand, but Golf Tourism Scotland shall have the final decision in relation to form and content. Golf Tourism Scotland shall produce, erect and dismantle the Golf Tourism Scotland Produced Stand.

4.3 The Operator shall not be entitled to use any promotional materials or exhibits in or around the Golf Tourism Scotland Produced Stand unless such materials and exhibits have been approved by Golf Tourism Scotland in writing in advance (subject at all times to Condition 5.3).

4.4 In the case of a Golf Tourism Scotland Produced Stand, if reasonably requested by the Operator, Golf Tourism Scotland shall provide additional furniture and audio-visual and IT equipment to the Operator for use in connection with the Golf Tourism Scotland Produced Stand, provided that (i) the Operator has provided Golf Tourism Scotland with sufficient advance written notice of such request in sufficient detail all as required by Golf Tourism Scotland and Golf Tourism Scotland has confirmed to the Operator that Golf Tourism Scotland is able to meet such request and (ii) the Operator has paid Golf Tourism Scotland’s charges in relation to the same (which shall be notified to the Operator and shall be payable in addition to the relevant participation fee).

4.5 In the case of a Golf Tourism Scotland Produced Stand the Operator must complete all approved exhibits and make available all approved promotional materials before the opening of the relevant Event. A Golf Tourism Scotland Produced Stand must not be dismantled either partially or totally by the Operator at any time. Approved promotional materials and exhibits brought to the Event by the Operator must not be removed or dismantled before the closing time on the last day of the Event. All approved exhibits and promotional and other materials brought to the Event by the Operator must be removed as soon as possible after the end of the Event.

4.6 Golf Tourism Scotland Produced Stands shall remain the property of Golf Tourism Scotland. The Operator warrants that all rights in the Operator Materials provided to Golf Tourism Scotland are owned by the Operator and grants to Golf Tourism Scotland an irrevocable licence to use the Operator Materials for the purpose of the Event and for any other purpose. The Operator shall indemnify Golf Tourism Scotland against any losses or liabilities arising in the event that any use of the Operator

Materials by Golf Tourism Scotland breaches any rights of any third party. The Operator may request in writing use of all or part of the Golf Tourism Scotland Produced Stand for any purpose other than the Event. Golf Tourism Scotland may grant or refuse such request at its discretion or may grant such request subject to conditions.

4.7 Golf Tourism Scotland reserves the right to prevent or stop any promotional activity on the part of an Operator that may cause disturbance, annoyance, danger or inconvenience to any other persons. The Operator may distribute promotional materials from the Operator's trade stand but must not distribute promotional materials in the vicinity of entrances and exits. Exhibits or other devices which emit sound or light must cause no disturbance to other persons. If Golf Tourism Scotland receives a complaint regarding an Operator's conduct, Golf Tourism Scotland shall be entitled to take such action as it deems appropriate, including but not limited to immediate removal of all trade stands, exhibits and promotional materials relating to the Operator without refund of any part of the Total Charge to the Operator.

5 LIABILITY

5.1 The Operator shall not contravene any statutory or regulatory provision, in particular relating to the health and safety, copyright, performing rights, trading standards and consumer legislation.

5.2 The Operator shall indemnify Golf Tourism Scotland against any loss, damage or expense arising from the acts, default or negligence of the Operator or any of its employees, agents and contractors and visitors to its trade stand.

5.3 The Operator undertakes to insure to their full replacement value the contents of his trade stand and all equipment and materials used by the Operator in connection with an Event. The Operator also undertakes to have in place adequate levels of appropriate liability insurance for the duration of an Event, including but not limited to product, public and employers' liability insurance. Golf Tourism Scotland reserves the right to require the Operator to produce satisfactory evidence of insurance cover required under this Clause 5.3 prior to the commencement of an Event. Golf Tourism Scotland, the proprietors of the relevant Event venue and the organisers of the Event shall have no liability to the Operator for damage to or loss or destruction of the exhibit or other property brought to the Event venue by or for the Operator or any other person.

6 SAFETY

6.1 The operator undertakes to become familiar with the health, fire and safety regulations applicable to the Event venue before the opening of the Event and to observe these for the duration of the Event. Aisles and fire exits must be kept clear of trade stands, exhibits and promotional materials. Golf Tourism Scotland, the proprietor of the relevant venue and/or the organiser of the relevant Event shall be entitled to remove any articles blocking aisles or fire exits and shall not be liable to the Operator for any loss or damage occasioned by such removal.

6.2 All trade stands and exhibits must be appropriately constructed so as to avoid danger to persons attending an Event. The Operator shall indemnify Golf Tourism Scotland against all claims on account of any injury to any persons whatsoever occasioned by or attributable in any way to the Operator.

6.3 The Operator shall obey all reasonable instructions given by Golf Tourism Scotland, the occupier of the Event venue and/or the Event organiser during the Event.

7 MARKET RESEARCH

The Operator undertakes to participate in any follow-up research Golf Tourism Scotland may conduct in order to evaluate the success/management of an Event.

Please sign below to indicate your understanding and acceptance of the Golf Tourism Scotland Events and Exhibitions Terms and Conditions:

Name: _____

Company: _____

Signature: _____

Date: _____