

TERMS AND CONDITIONS

Agreement means the contract between you and us which consists of the service agreement, these terms and conditions and any written conditions relating to any specific Services.

Business Day means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Conditions means these terms and conditions as amended from time to time in accordance with clause 10.9

Data Breach Means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed under clause 7.1 <https://www.playmore.golf/data-protection/>.

Data Controller Has the meaning given to 'Data Controller', or 'Controller' as appropriate, in the Data Protection Legislation under clause 7.1 <https://www.playmore.golf/data-protection/>.

Data Processor Has the meaning given to 'Data Processor', or 'Processor' as appropriate, in the Data Protection Legislation under clause 7.1 <https://www.playmore.golf/data-protection/>.

Data Protection Legislation Means any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

Effective Date means the date set out in the service agreement.

Initial Term means the period set out in the service agreement commencing on the Effective Date.

Personal Data Has the meaning given in the Data Protection Legislation under clause 7.1 <https://www.playmore.golf/data-protection/>.

Service(s) means the Services set out in clause 1 of these Conditions or identified in the service agreement and any related services that we agree to provide to you under this Agreement.

We and Us means PlayMoreGolf Limited (company registered number 08727073) whose registered address is Bloxham Mill, Barford Road, Bloxham, Oxfordshire OX15 4FF, hereafter referred to as PMG.

You and The Golf Club means the customer who enters into the Agreement and who purchases the Services from us. It includes any person who we reasonably believe is acting with the customer's authority or knowledge.

1.1 SERVICES

1.2 The Services we supply to you are those Services which you have elected to receive as set out in the service agreement or which you have subsequently ordered and we have agreed to supply. These will include (but not limited to):

- i) flexible golf membership services for the operation of your Flexible Membership category at the Golf Club including access to:
 - a) member acquisition module;
 - b) Golf Club-specific CRM platform;
 - c) lead generation platform;
 - d) real time lead to sale online platform;
 - e) account management platform;
 - f) customer service platform;
 - g) accounting and invoice platform;
 - h) membership renewal platform; and
 - i) a personal account manager;
- ii) sold in multiples of points as set out in the service agreement divided 80% Home Points and 20% Flexi points;
- iii) ability to purchase additional Home points in blocks of 20 home points for £80; and
- iv) ability to purchase additional flexi points in blocks of 20 points for £85.

2.1 YOUR OBLIGATIONS

2.2 You shall:

- i) co-operate with us in all matters relating to the Services;
- ii) provide us with such information and materials as we may require to supply the Services, and ensure that such information is complete and accurate in all material respects;
- iii) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- iv) comply with any additional obligations as set out in the service agreement; and
- v) provide golf memberships to your members in accordance with the member terms and conditions available

<https://www.playmore.golf/terms-and-conditions/>

2.3 You shall promote and sell the flexible membership category within the Golf Club and on your website, including use of social media accounts and proactively update your site with current information.

2.4 You shall promote and sell the flexible membership category on behalf of the Golf Club via email communication from you to your GDPR compliant data including:

- i) past members email addresses; and
- ii) green fee and visitor email addresses.

- 2.5 You shall participate and promote the flexible membership category and all activities and actions mutually agreed within a 100-day launch plan.
- 2.6 You may be required upon request to film a short introductory video for digital marketing to be used on the Golf Club's landing pages and social media accounts promoting the flexible membership provided to you by us.
- 2.7 You shall display the marketing collateral pack provided by us for advertising the flexible membership category to your customers within 30 days of receipt of the pack from us. In the event you fail to display the marketing collateral pack pursuant to this clause 2.6, we will invoice you £200 for recompense of cost of materials.
- 2.8 You shall take part in offers and referral incentives as agreed by us in advance and in writing. These may include offering:
- i) referral incentives for existing flexible members (e.g. 20 home points per 100 points purchased, which may be split 10 home points to the existing member and 10 home points to the new member);
 - ii) incentives for new members and renewal promotions for existing members up to 20 home points; and
 - iii) offering one flexible membership free of charge per year as part of a data collection exercise for increasing flexible membership sales at the Golf Club.
- 2.9 You shall provide the ability to roll-over unutilised home points from previous year when renewing;
- 2.10 If the performance of any of our obligations under the Agreement is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (a "Default"):
- i) without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of the Services until you remedy the Default, and to rely on the Default to relieve us from the performance of any of our obligations in each case to the extent the Default prevents or delay our performance of any of our obligations;
 - ii) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from your failure or delay to perform any of your obligations as set out in this clause 2.10; and
 - iii) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Default.
- 3.1 **PAYMENT TERMS**
- 3.2 You shall pay the fees as set out in the service agreement.
- 3.3 Payment is due immediately on the effective date of the Agreement and it's anniversary thereafter during the term of the Agreement or by monthly direct debit payments as set out in the Agreement.
- 3.4 Where a club is setting up a Direct Debit mandate, the Direct Debit mandate is required to be signed and in place within 10 working days of signature of this Agreement and services or else will be considered as late payment under clause 3.9
- 3.5 We will charge you a fee per joiner and renewal as set out in the service agreement and pro rata this fee for top up points. All sales (which for the purposes of this clause 3.5 shall mean i) the sale of a flexible golf membership at the Golf Club, ii) the renewal of a flexible golf membership at the Golf Club, or iii) the topping up of points of an existing flexible golf membership at the Golf Club) performed via our Call Centre will incur an additional fee of £25 plus VAT.
- 3.6 We shall pay an integration and annual API fee for connection between your online tee sheet provider and PMG to enable Flexible Members to book online. Where a level of contribution to these fees by you to us is required, this is covered in the Service Agreement. These fees are payable quarterly and will be invoiced as part of the commission and fees owing in clause 3.5.
- 3.7 We will pay flexi points to you at a value of £3.15 incl. VAT per flexi point.
- 3.8 Payment of membership monies due from us to you shall be remitted to you monthly in arrears as soon as reasonably practicable after we have received payment from the flexible members in cleared funds, net of outstanding company invoices. Such invoices and permitted deductions include:
- iv) a 20% deduction for flexi points; and
 - v) our commission and any other fees owned by you to us.
- 3.9 Late payment of any fees due by you under this Agreement beyond the due date will incur late payment penalties at a rate of 8% over Lloyds Bank base rate. Access to all Services will also be suspended pending any overdue payments. PMG reserves the right to sell outstanding company invoices to third party agents if it so wishes.
- 3.10 All cleared funds in respect of payments we receive by credit card or a finance company are subject to a statutory 14 day cooling off period. In the event that a card provider or finance company cancels a transaction after the 14 day cooling off period following an upheld clawback request you will indemnify us for all liabilities associated with reimbursement of sums received for that particular clawback request..
- 3.11 We reserve the right to increase the fees on an annual basis with effect from each anniversary of

3.1 PAYMENT TERMS

- the Effective Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Effective Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
- 3.12 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.1 FLEXIBLE MEMBERSHIP TERMS AND CONDITIONS AT THE GOLF CLUB**
- 4.2 You shall only provide a points based flexible membership category, or equivalent, through us during the term of the Agreement and shall not operate a competing category to attract enquiries provided by us to you for the explicit purpose of avoiding commission fees and acting in such a manner that is against the spirit of this Agreement. If such a situation manifests then The Golf Club will be found to be in breach of this agreement under clause 8.3 (i).
- 4.3 You acknowledge and agree that it is your responsibility, not PMG, to contractually honour bookings made by a flexible member and you are financially responsible for the balance of Home points your member holds with you.
- 4.4 You shall offer a booking window for the flexible members to book rounds as stated in the service agreement;
- 4.5 You shall enable flexible members to book all available times within the tee sheet and use a combination of booking window and the number of points required for a round of golf to differentiate popular times with less popular times and times available to full members.
- 4.6 Members to be able to use flexi points at both their nominated home club and other courses in the PMG network.
- 4.7 Flexible members can invite up to 3 guests to play using a member's points to book rounds.
- 4.8 Visiting Flexible members can book using Flexi points along with up to 3 guests.
- 4.9 You should offer your Flexible members' entrance to at least 1 competition per month of which a minimum of 6 per year need to be held during a weekend.
- 4.10 You will offer a membership card and discount for Food and Beverages and other items as stated in the service agreement.
- 4.11 To enable the accuracy of all marketing and sales of flexible membership at the Golf Club, all applicable terms and conditions including competitions that apply to the Flexible members must be provided within 5 Business Days of the date of the service agreement.
- 4.12 Twice a year you must confirm to us that the terms and conditions of the flexible membership are accurate and we may market and sell flexible memberships upon this basis. Included within this exercise will be amendments of the points matrix. A maximum uplift of 10% in aggregate of a tee time may be made by the Golf Club at the point of review. A matrix can be lowered outside of these parameters at any stage upon request with your account manager.
- 4.13 Any change made pursuant to clause 4.12 will not impact the matrix a current member enjoys during their membership year. Any matrix change will only impact any new members joining and the new matrix will only impact current members when then come to renew their membership.
- 4.14 If you omit to provide revised membership terms to us regarding alterations to the Flexible membership, such member will not be bound by such terms and entitled to enjoy the quiet enjoyment of their booked round and the Golf Club's facilities without nuisance;
- 4.15 Any member is entitled to a one off three month extension to their membership if they are unable to renew due to health reasons provided it is supported by a Doctor's note. Any further extensions will require management of the situation by yourselves and provision of a Doctor's note..
- 4.16 Any member wishing to transfer their home club and transfer remaining Home points can do so up to a maximum of 40 Home points. Any additional points requires the consent of you, the Golf Club.
- 4.17 Amendments to the Terms and Conditions of the membership need to be in writing and agreed by a duly authorised representative from each Party.
- 4.18 Notwithstanding Clause 4.14, we may amend member terms and conditions without written notice to the Golf Club.
- 4.19 The introduction of membership quotas will require the prior agreement of The Company and will carry a fee equivalent to the annual licence fee, as per the service agreement, for each year the quota is in place.
- 5.1 BOOKINGS PROCESS**
- 5.2 The procedure by which Flexible members can book rounds at the Golf Club using their home or Flexi points (as appropriate) is set out at <https://www.playmore.golf/terms-and-conditions/>, which you must make available to flexible members at the time of booking.
- 5.3 The Flexible members may also book rounds at their home club in person or by ringing the Golf Club. The Golf Club shall not do or omit to do anything that causes PMG to breach the terms set out in <https://www.playmore.golf/terms-and-conditions/>.

- 5.4 You are responsible for maintaining the rules and settings relating to your tee sheet required to ensure available tee times are displayed with us for flexible members to book available times. If booking rules and settings are not maintained leading to PMG not be able to provide services to flexible members resulting in financial loss to PMG, you will indemnify PMG for any losses incurred.
- 5.5 Reducing the availability of tee times available to Flexible members in contradiction to your matrix, or reduction in terms of service to the member without the consent of The Company will be classed a material breach of the terms and conditions of this agreement pursuant to clause 8.3(i). Additional administrative charges, including in some instances damages, will be levied as a result of additional costs incurred for customer complaints and reputational damages and set off against all receipts in the first instance or treated as per clause 8.6.
- 5.6 Bookings made by a flexible member not honoured, cancelled, interrupted or amended by the Golf Club shall be reimbursed in full for the points used for that round back to the member's account or us.
- 5.7 The Golf Club acknowledges and agrees that if it refuses to reimburse in full points debited for a round due to bad weather or the member breaching the Golf Club's terms and conditions ("Golf Club Policies"), it is the responsibility of the Golf Club, not PMG, to resolve and remedy the situation and PMG shall incur no liability to you or the flexible member for such liability incurred pursuant to this clause 5.6.
- 5.8 Cancellation of rounds and reimbursement of points can be managed online up to 24 hours ahead of the tee time. For cancellations under 24 hours' notice, all members are required to contact the Golf Club directly as PMG can't provide consent to reimburse points back to members. The Golf Club must make these terms clear to members at the time of booking.
- 5.9 It is the responsibility of the Golf Club to reimburse member points and answer member queries in the first instance. We can provide assistance to clubs for customer service related matters, but reserve the right to charge administration fees for excessive and unreasonable use of the customer services by the Golf Club that does not undertake reasonable administration of their own affairs.

6.1 LICENCES AND INTELLECTUAL PROPERTY

- 6.2 All intellectual property rights in or arising out of or in connection with the Services shall be owned by us.
- 6.3 We or our licensors (as appropriate) retain any and all right, title and interest in the intellectual property rights in relation to the Website and the Data, with the exception of data ownership of the Golf Club's existing flexible members (as at the Effective Date) until first renewal. In respect of data regarding existing Flexible Golf Club members:

- i) the Golf Club grants us an irrevocable, non-exclusive, fully paid up, royalty-free licence to use, copy and distribute such data for our business until such flexible member renews its membership with us. Such licence shall not infringe the Data Protection Legislation and the data shall be accurate and complete;
- ii) upon such renewal pursuant to clause 6.2(i) above, the Golf Club assigns all right, title and interest in such data to us and our successors and assigns with full title guarantee and without encumbrance;
- iii) On such assignment pursuant to clause 6.2(ii) above, we grant the Golf Club a non-exclusive, fully paid up royalty-free licence to use, copy and distribute such data for the Golf Club's business.

7.1 DATA PROTECTION

- 7.2 You will be bound by the terms of the Data Protection agreement as part of this Agreement. Full terms of the Data Protection agreement are found at <https://www.playmore.golf/data-protection/>.

8.1 TERMINATION OF THE AGREEMENT

- 8.2 This Agreement shall commence on the date of this Agreement and, unless terminated in accordance with this Agreement, continue for the duration of the Initial Term and shall continue thereafter from year to year with each Party having the right, without prejudice to its other rights or remedies, to terminate this Agreement on each anniversary of the Effective Date after the Initial Term by giving not less than six (6) months prior written notice to the other Party.

- 8.3 Notwithstanding Clause 8.2 each Party shall have the right, without prejudice to its other rights and remedies, to terminate this Agreement immediately by written notice to the other if the other:

- i) is in material breach of any term of this Agreement and such breach is either incapable of remedy or is capable of remedy but the Party in breach has failed to remedy it within 30 (thirty) days of receipt of a notice from the Party not in breach requiring it to do so;
- ii) ceases to trade or threatens to cease to trade (either in whole, or as to any part or division involved in the performance of this Agreement); and / or
- iii) becomes insolvent or makes an arrangement with its creditors or is put into liquidation (other than solely for the purpose of amalgamation or reconstruction) or has an administrator, administrative receiver, receiver or

	similar officer appointed over all or any part of its assets or undertaking and such administrator, administrative receiver or receiver is not discharged within a period of 30 (thirty) days of such appointment.		clauses 8.5(ii) activated, including charging all outstanding licence fees due until the end of the agreement.
8.4	Immediately upon notice of termination, this Agreement shall enter the run off period ("Run Off Period"). Upon entering the Run Off Period the provisions of clauses 8.7 to 8.8 shall apply.	9.1	LIMITATION OF LIABILITY
8.5	Upon termination of the Agreement, the Golf Club shall implement either of the following to existing home club members on the category:	9.2	Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:
	i) operate on a business as usual basis with new joiners and renewal performed up to the anniversary date of agreement – termination date. Thereafter run off of all existing home club members' points and the Golf Club honouring Flexi points up to expiration of the last flexible points based member; or		i) death or personal injury caused by negligence; or
	ii) operate on a business as usual basis with new joiners and renewal performed up to the anniversary date of agreement – termination date reimburse any unutilised balance of points on a member's account. We will charge the Golf Club administration costs associated with any reimbursement for the unutilised balance of points on a member's account. The Golf Club will be responsible for all Bank Charges applicable to processing the reimbursement. No new memberships will be processed from the date of notification of termination in order to minimise disruption to the Parties.		ii) fraud or fraudulent misrepresentation.
8.6	If termination of the Agreement is a result of breach of terms and conditions by you, an early termination fee will be applicable based on the monthly licence fee multiplied by the number of months remaining under the Agreement and you will be liable for any costs or reimbursements to members under clause 8.4(ii) should they seek reimbursement of their membership. In addition clause 8.4 will immediately apply.	9.3	Subject to clause 9.2, our total liability to you for all loss or damage shall not exceed the fees paid by you in the 12 months preceding the liability.
8.7	Settlement of any outstanding costs because of clause 8.6 must be settled and paid in full within 30 days of the date of our invoice. Failure to pay on time will result in late payment penalties of 4% above Lloyds Bank Base rate on the outstanding balance. We also reserve the right to transfer ownership of any outstanding liability to third party collection agencies.	9.4	This clause 9 shall survive termination of the Agreement.
8.8	During the Run off period we reserve the right to delay remittance under clause 3.8 to set off funds to cover any costs incurred. Upon the last membership expiring, the outstanding remaining balance will be remitted to the club.	10.1	GENERAL
8.9	In the event of a change of control of The Golf Club, the agreement will immediately be terminated and	10.2	Each Party shall pay its own costs incurred in connection with this Agreement.
		10.3	A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.
		10.4	This Agreement and all documents referred to herein contain the whole agreement between the Parties relating to the transactions contemplated by this Agreement and, save as expressly set out herein, supersedes all previous agreements, representations (other than fraudulent) oral or written, and all other prior communications between the Parties relating to these transactions.
		10.5	All notices which are required to be given under this Agreement shall be in writing and shall be sent to the Managing Director at the address of the recipient set out in the section entitled "Between:" (or such other person or address as either Party may indicate by at least seven (7) days prior written notice to the other Party). Any such notice may be delivered personally or by first class, first class recorded delivery or special delivery post and shall be deemed to have been received:
			i) by hand-delivery, first class recorded delivery or special delivery – at the time of delivery; and
			ii) by first class post – 2 Business Days after the date of posting.
		10.6	The Golf Club shall not be entitled to assign, transfer or sub-contract or deal in any other manner with this Agreement without our prior written consent.
		10.7	Both Parties shall comply with the Bribery Act 2010.
		10.8	No failure to exercise and no delay in exercising on the part of either Party any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of

any right, power or privilege preclude the enforcement of any other right, power or privilege nor shall the waiver for any breach of any provision herein be taken or held to be a waiver of the provision itself. Any waiver to be effective must be in writing.

- 10.9 Any amendment to this Agreement must be in writing and signed by a duly authorised representative from each Party.
- 10.10 If any part of this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 10.11 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.

This Agreement shall be governed by and shall be construed in accordance with the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

Signature

Name

Position

Date

Signature 

Name Brad Chard

Position Chief Operating Officer

Date 23 / 02 / 2026