



## Offer

This document sets out the agreement between The Golf Growth Group (GGG), a company with company number 15248109 whose registered office is at Unit 1 Airport West, Lancaster Way, Yeadon, Leeds, LS19 7ZA and the Club, whose details are set out below.

It is covered by the attached terms and conditions, copies of which can also be found at [www.europeangolftech.com/tcs-2021/](http://www.europeangolftech.com/tcs-2021/) and forms part of the contract between GGG and the Club or Venue.

### Club or Venue Details:

Club Name: Burford Golf Club

Postcode: OX18 4JG

Address: Burford, Oxfordshire

Email: [gm@burfordgolfclub.co.uk](mailto:gm@burfordgolfclub.co.uk)

Tel: 01993 822583

### The Equipment & Platforms:

The Club or Venue and EGT agree that European Golf Tech will provide the following Package, on the basis set out in the attached terms and conditions:

	Number of Units
<input checked="" type="checkbox"/> Large Mobile Digital Screen	1
<input checked="" type="checkbox"/> LCD Screen –with accompanying digital signage device (possibly on a stand)	1
<input checked="" type="checkbox"/> *Digital or Drone Flyover (to feature on the LCD Screens with Client Banner Adverts)	
<input checked="" type="checkbox"/> Smartphone Mobile Application	
<input checked="" type="checkbox"/> Artwork and Graphic Design and Technical support with training for the equipment & platforms	
<input checked="" type="checkbox"/> **Client Banner Adverts (iFrame codes) to be displayed on the Club or Venue's website with	

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	the Digital/Drone Flyover (when that is completed) - TBC
<input checked="" type="checkbox"/>	Back-end Content Panel

\*The Club or Venue and EGT to confirm in due course if a digital or drone flyover is required.  
 \*\*The Club or Venue and EGT to confirm after the above point is clarified.

**Golf:**

The Club or Venue will provide an allowance of a tee time per Corporate Partner per month on a use or lose basis and as per the attached terms and conditions.

This cannot be carried over and all golf is subject to availability. Any bookings will be dealt with By European Golf Tech to the Club or Venue. The Corporate Partners can be verified via the back-end Control Panel.

The golf parameters will be confirmed at the project kick-off meeting. No more than x3 tee times can be booked collectively per week.

The Club or Venue can add a booking window to avoid any conflict of interests with member and visitor tee times. This will be confirmed at the project kick-off meeting. due course.

**Authorised signature:**

Name and Position:

Anthony Mocklow – General Manager

Signed: anthony mocklow  
anthony.mocklow@Nov.21.2024.10:22.GMT1.....

Signed by for and on behalf of the Club or Venue:

Date: **21/11/2024**  
 .....

(By signing this contract, you agree on behalf of the Club to the terms and conditions of the contract and that you have authority to sign on behalf of the club)

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Signed by for and on behalf of EGT:

Jason Smith – Acquisitions Team

Signed: Jason Smith  
Jason Smith (Nov.21.2024.11:06 GMT)..

Date: **21/11/2024**

## European Golf Tech Terms and Conditions

The Golf Growth Group (GGG), a company with company number **15248109** whose registered office is at Unit 1 Airport West, Lancaster Way, Yeadon, Leeds, LS19 7ZA.  
It is covered by the attached terms and conditions.

### 1. Duration of the Contract

The duration of the contract is 4 years (the initial term). The contract commences on the date of the signature on the Offer by the Club or Venue. The Offer forms the first part of the contract. The Club or Venue is defined as the Golf Club or Venue specified in the Offer.

After the expiration of the initial term, unless the contract has been terminated by one of the parties giving the other at least 6 months written notice prior to the expiration of the initial term, this agreement will recommence for a further term of the same duration under the same terms contained in the Offer and this agreement.

There is no ability by either party to terminate the contract earlier than the agreed end date (4 years) under section 9. The Club or Venue can, however, provide their notice to terminate the contract to European Golf Tech at the end of the 4 years at any point upto 42 months if there is no desire to renew.

### 2. Equipment & Platforms

The Equipment is defined as the items listed in the Offer supplied to the Club or Venue by European Golf Tech. The Platforms are defined as the technology provided by European Golf Tech to the Club or Venue as listed in the contract Offer.

Both the Equipment and Platforms are provided by European Golf Tech to the Club or Venue over the term of the contract and at no cost to the Club or Venue. It is the responsibility of the

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Club or Venue to install the Equipment that European Golf Tech deliver (not the large digital screen) and that the Club or Venue will cover any associated costs with the installation. Some of the Equipment may be provided to the Club or Venue from European Golf Tech's existing stock.

The Equipment is the property of European Golf Tech at all times and throughout the duration of the contract. Both parties will agree a mutually convenient date to return the Equipment to European Golf Tech after the contract has ended.

During the term of the contract the Club or Venue is responsible for the use, storage and cost of powering the Equipment.

The Club or Venue must inform European Golf Tech immediately by telephone or email of any Equipment that has been damaged or lost. Failure to do so will result in the Club or Venue being liable for any costs in accordance with section 5.

The Equipment is to be used by the Club or Venue for use with this agreement only.

### **3. Grant of Rights by the Club or Venue to European Golf Tech**

The Club or Venue grants European Golf Tech the following rights:

- a.** Exclusivity to provide the Platforms. No other 3<sup>rd</sup> party can be granted the same rights.
- b.** Authorisation for European Golf Tech to display its relevant media content on the Equipment. Media is defined as any Corporate Partner banner adverts and the digital or drone flyover (TBC).
- c.** Authorisation to use the Club or Venue's Marks and Club or Venue's Name throughout the duration of the contract in order to market the package (see clause f). Club or Venue Marks refer to any design or Logo used by the Club or Venue.
- d.** In perpetuity to promote European Golf Tech's services e.g. mobile app.
- e.** The right to offer golf to any European Golf Tech Corporate Partners and European Golf Tech and its subsidiaries under the mutually agreed parameters of play. A Corporate Partner is defined as any entity that enters into a contract with European Golf Tech to provide sponsorship of any of the Platforms (or any part thereof) at the Club or Venue during the term of this contract.
- f.** The ability for European Golf Tech to market the package to potential new Corporate Partners using a combination of marketing emails, phone calls, direct marketing and social media featuring the Club or Venue Name, Marks, and Logo(s).

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## 4. Grant of Rights by European Golf Tech to the Club or Venue

European Golf Tech grants the Club or Venue with the following rights:

- a. The Club or Venue can enter into any other sponsorship arrangement with any third party that does not impede upon the Platforms or the terms of this agreement.
- b. The Club or Venue is the owner of their Intellectual Property.
- c. To deliver the Equipment to the Club or Venue in a timely manner.
- d. The ability for the Club or Venue to add its own media content to the Platforms.

## 5. Indemnities

The Club or Venue will indemnify European Golf Tech against the loss or damage of equipment owned by European Golf Tech. This liability is limited to a maximum of £5,000.00

## 6. The Club or Venue's Obligations to European Golf Tech

- a. To ensure that all the Equipment provided by European Golf Tech to the Club or Venue is turned on during operational hours and free from any obstructions.
- b. Inform all appropriate personnel at the Club or Venue who may be involved in the agreement about the Club or Venue's obligations to European Golf Tech.
- c. The Club or Venue must inform European Golf Tech at the outset of any business owning members or existing sponsors who **should not** be contacted during the marketing of the package throughout the term of the contract. This must be provided no later than the project kick-off meeting after the Contract has been signed by both parties. For avoidance of doubt this may be a business name(s), email address(es) etc.
- d. Provide to European Golf Tech, or any party notified to the Club or Venue by European Golf Tech with Golf to be used by European Golf Tech, or any party notified to the Club or Venue by European Golf Tech as per the agreed parameters and allowance. All golf is subject to availability free from any restriction or fetter by the Club or Venue.
- e. The Club or Venue is aware that this agreement will automatically renew as per section 1 without notification from European Golf Tech.
- f. Assist European Golf Tech with uploading the flyover and Corporate Partner banner adverts (Iframes) onto the Club or Venue's website whether this is an internal task or with a third-party web developer for instance. This is TBC.

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## 7. European Golf Tech's Obligations to the Club or Venue

- a. To use its best endeavours to block any business name and email address provided by the Club or Venue from receiving any marketing collateral regarding the package via phone or email throughout the duration of the contract.
- b. European Golf Tech will not apply for registration of any part of the Club Marks or anything similar for any goods or services.
- c. Update the platforms remotely as and when Corporate Partner information is added, removed or amended. European Golf Tech will update any flyover amendments on the various platforms as and when they are completed and signed-off by the club. This is TBC.

## 8. Intellectual Property Rights

European Golf Tech acknowledges that all rights in the Club Marks, is the exclusive property of the Club or Venue, and, save as expressly provided in clause 3 d), European Golf Tech shall not acquire any rights in the Club Marks, nor in any developments or variations of them.

All Intellectual Property Rights in and to any materials produced by European Golf Tech to allow European Golf Tech to exploit the Platforms shall be the sole and exclusive property of European Golf Tech.

## 9. Termination & Expiration of the Contract

The contract is for a 4-year period and cannot be terminated any earlier than that date. The term of the contract is covered under section 1.

If the Club or Venue wishes to provide their notice to terminate the contract after 4 years, they can at any point during the agreement for upto 42 months. This must be provided to European Golf Tech at the above address in writing on Club or Venue letterheaded paper.

Upon expiry of this agreement both parties shall have no obligation to continue to provide their respective obligations to each other. Any Equipment must be returned to European Golf Tech by the Club or Venue as per section 2.

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## 10. Corporate Partners

The Corporate Partners advertise their business(es) on the Platforms provided by European Golf Tech. In return the Club or Venue provides European Golf Tech with a golf allowance which is used by the Corporate Partners who chose to play at the Club or Venue under the agreed parameters. The Corporate Partners can be verified via the Control Panel.

For the avoidance of any doubt, the Corporate Partners always remain the property of European Golf Tech, during and after, termination of this agreement. European Golf Tech will provide the Club or Venue with the Corporate Partner's preferred contact details should the Corporate Partner provide European Golf Tech with their consent to do so.

No approach shall be made by the Club or Venue, any other third party authorised by the Club or Venue, to any Corporate Partner regarding any opportunity to provide or exploit the Platforms or any rights which are similar to the Platforms and, which if entered into concurrently with this agreement, would conflict with the Platforms without the prior written authority of European Golf Tech.

## 11. Data Protection

Both parties will comply with all applicable requirements of the Data Protection Legislation.

European Golf Tech ensure that whenever processing Personal Data, it is processed lawfully in accordance with the Data Protection Legislation. How we do this is set out in detail in our Privacy Notice which can be accessed on our website at <https://europeangolftech.com/privacy-policy/>

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## 12. Golf Bookings

All golf bookings will be handled by European Golf Tech with the designated personnel at the Club or Venue. All golf is subject to availability under the parameters agreed. The Club or Venue can add a booking window to avoid any conflict with member and visitor tee times.


A tee time is defined as a booking for anyone from 2-4 players. European Golf Tech make each Corporate Partner aware of the booking procedures, parameters and the Club or Venues' etiquette and dress code during their on boarding process and Welcome.

European Golf Tech cannot guarantee the standard of play for each golfer. If the Club or Venue is any doubt this should be raised at the booking stage with European Golf Tech.

## 13. Governing Law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non- contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)

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# Burford GC Contract to Sign

Final Audit Report

2024-11-21

Created:	2024-11-21
By:	Jason Smith (accounts@europeangolftech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAGmG8t&zUU3GKpkgLColyxclE7WuWd0E

## "Burford GC Contract to Sign" History

-  Document created by Jason Smith (accounts@europeangolftech.com)  
2024-11-21 - 10:09:40 AM GMT
-  Document emailed to gm@burfordgolfclub.co.uk for signature  
2024-11-21 - 10:09:44 AM GMT
-  Document emailed to Jason Smith (accounts@europeangolftech.com) for signature  
2024-11-21 - 10:09:44 AM GMT
-  Email viewed by gm@burfordgolfclub.co.uk  
2024-11-21 - 10:21:36 AM GMT
-  Signer gm@burfordgolfclub.co.uk entered name at signing as anthony mocklow  
2024-11-21 - 10:22:18 AM GMT
-  Document e-signed by anthony mocklow (gm@burfordgolfclub.co.uk)  
Signature Date: 2024-11-21 - 10:22:20 AM GMT - Time Source: server
-  Jason Smith (accounts@europeangolftech.com) replaced signer Jason Smith (accounts@europeangolftech.com) with Jason Smith (Jason@europeangolftech.com)  
2024-11-21 - 11:03:13 AM GMT
-  Document emailed to Jason Smith (Jason@europeangolftech.com) for signature  
2024-11-21 - 11:03:14 AM GMT
-  Email viewed by Jason Smith (Jason@europeangolftech.com)  
2024-11-21 - 11:03:50 AM GMT
-  Document e-signed by Jason Smith (Jason@europeangolftech.com)  
Signature Date: 2024-11-21 - 11:06:33 AM GMT - Time Source: server
-  Agreement completed.  
2024-11-21 - 11:06:33 AM GMT