



TOUR OPERATOR CONTRACT 2026 *TERMS & CONDITIONS*

....., on [.....] [.....]th 20....

This Tour Operator Contract is executed **by and between**

Club de Golf El Bosque., with registered address at Valencia, Ctra. Godelleta km 4, 46.370 (Chiva) and tax identification number G-98499452, and

[.....], a company with registered address at [.....] and tax identification number [.....] (hereinafter called the “**TO**”)

WHEREAS

Whereas Club de Golf El Bosque is the operator of the golf course known as “*El Bosque*” in Valencia —Spain— (hereinafter the “**Golf Course**”); and,

Whereas TO is a company specialised, amongst other activities, in the retail sale of golf and accommodation bookings. It is the common interest of the “Golf Course” and TO (hereinafter, the “**Parties**”) that TO sells to its customers golf experiences and services under the pricing conditions and in accordance with the provisions set forth herein.

Therefore, the Parties have decided to enter into this agreement which is binding upon them on the basis of the following.

CLAUSES

1. Object of the agreement. Retail sale of golf experiences and services

The TO is hereby entitled to act as a retail seller of golf experiences and services in Club de Golf El Bosque. The TO shall pay to the golf course, as purchase price for every booking that is requested and confirmed in accordance with the procedure set out in section 3 below, the “Tour Operator Rate”, which doesn’t include VAT and works under the following specifications:

RATES	Low Season	High Season
From Monday to Thursday	79 €	87 €
From Friday to Sunday & bank holidays (fees non-commissionable)	125 €	

Seasons:

Low	January, February, July, August and December
High	March, April, May, June, September, October and November
Bank Holidays	January 1, 6, &22, March 19, April 3 &13, May 1, June 23, October 9 & 12, November 2, December 7 & 8

The Tour Operator Rates are a non-negotiable, preferred purchase price offered to the TO for bookings made by the TO directly with the “Golf Course”, provided that the final customers meet the admission criteria set out by the “Golf Course” from time to time. Therefore, should the TO sell to clients that do not meet the admission criteria approved, the “Golf Course” would not be obliged to apply the Tour Operator Rate. Any payments due by the TO shall be effectuated as set forth under section 6.

In consideration for the sale of any confirmed golf booking, TO will collect for itself the retail price it may agree with its customers with regards to golf bookings, but which may never exceed the published Rate.

The Tour Operator Rate and the Discount agreed by the Parties in this contract are confidential and the parties are forbidden to publish them in any form (nor entirely nor partially).

This Agreement does not allow TO to have the exclusivity to make bookings at the “Golf Course”. Therefore, the “Golf Course” is free to enter into any agreements with other TOUR OPERATOR, agencies, retailers, or particulars for the sale of golf bookings.

To guarantee consistency with corporate image and integrity of information to the final customer, any publication made by TO featuring the “Golf Course” and/or the rates (specifically the Brochure, but also any other leaflets, advertising documents, website contents, newsletters, etc.) must be approved by the “Golf Course” prior to its publication.

2. Term

2.1. The term of this Agreement (the “**Term**”) shall commence on the date of signature and run for a period of 12 months from this date. This Agreement will be automatically renewed annually, unless either party terminates the agreement in written notice with a month in advance.

2.2. The “Golf Course” shall have the right to terminate this Agreement without cause, at any time and without having to pay any penalty, by giving one (1) month written notice to the TO. In this case, the Term shall finish on the date of termination notified by the “Golf Course” to the TO. Nevertheless, the “Golf Course” will have to honour the bookings taken and confirmed in accordance with the provisions set forth under this agreement, until the effective expiry date of this agreement.

3. Booking system

3.1. **TO will make all GOLF bookings preferably online**, the reservation details required set forth below. Bookings are subject to availability and the “Golf Course” is in no obligation to reserve any specific number of bookings for the TO’s customers.

3.2. **The Golf Course will confirm the booking by email just after requesting**, at the email address set out under section 12.

3.3. The TO has 12 months booking window, which means that the TO is entitled to sell bookings up to 12 months in advance. Any booking requested more than 12 months in advance shall not be considered by the “Golf Course” unless specifically confirms otherwise in writing to the TO.

3.4. **All bookings and cancellations have to be done preferably online through the next link**

[Reservas - Club de Golf El Bosque \(golfmanager.com\)](https://www.golfmanager.com/Reservas-Club-de-Golf-El-Bosque)

3.5. **Any change on a booking that has been confirmed must be done contacting with golf.office@elbosquegolf.com**

4. Conditions of play & Players’ admission criteria

The TO shall inform all its customers of the conditions of play in force at every time. Said conditions shall be at least the following:

- Dress code required is smart golfing attire: i.e., shirt with a collar, tailored short, trouser or skirt, soft spikes shoes or shoes specially designed for golf play.
- Golfers under the age of eighteen (18) are not permitted to drive golf carts.
- Golf Professionals joining a group must get prior approval from the “Golf Course” and may be given a discounted rate (at the discretion of the director of Golf)
- Any request for teaching lessons on the golf course and the practice facilities must be approved by the “Golf Course” at the time of booking.
- Golfers must respect the golf course rules, which are made available to the public at the golf shop.

5. Payment

Bookings will be paid in advance, at the time of booking.

TO on a credit basis will have to provide to the "Golf Course" a credit card to make and ensure reservations.

6. Cancellation Policy

6.1. Cancellations or reductions on the number of players will work in the following way:

- Before 48 hours of arrival – No Charge
- Within 48 HOURS notice – Full charge applies

Any amount that due to application of this cancellation policy is to be returned by the "Golf Course", this will be made effective through the same means of payment as the initial reservation, within 15 days following the cancellation.

6.2. In the event of bad weather conditions severe enough to prevent play, the "Course" may grant players a Rain Check Voucher, which will be valid for one year from the date of issue.

7. Liability

The "Golf Course" accepts no liability for any failures caused by negligence or oversight of the TO, or unusual or unforeseeable circumstances beyond the "Golf Course" control. Likewise, the Golf Course accepts no liability for any damages caused to any third parties as a consequence of a breach of any of the TO's obligations set forth in this agreement.

8. Default

Failure to comply with any of the above clauses shall constitute default under this document and will result in the termination of this Agreement and in the cancellation of all bookings already confirmed but for which the TO has not yet paid the Tour Operator Rate.

9. Assignment

TO may not assign or transfer any of its rights under any circumstances except with the "Golf Course" prior written consent.

10. Law and Jurisdiction

This agreement shall be subject to Spanish law and the parties agree that any dispute arising from this agreement shall be resolved by the courts of Valencia (Spain).

11. Data Protection

Each of the Parties will include the personal data of the representatives of the other Party, the personal data of the persons acting as contact persons, as well as any other personal data provided throughout the contractual relationship to manage the same, including the name of the clients in which name a reservation is made, in the personal data Treatment Activities Register. Such personal data will be used exclusively to manage the legal relationship between the Parties and the purpose of this Contract during the period in which it remains in force. Once finished, the Parties may keep the aforementioned personal data, duly blocked, during the term established in the applicable regulations in order to purge possible liabilities derived from the contractual relationship regulated by means of the Contract.

Both Parties undertake to provide this information to all persons whose personal data is processed by the other Party in the context of this Contract.

In particular, TO guarantees:

- (i) that it can lawfully provide the personal data stated in this clause (and specifically of its customers) to manage the contractual relationship, and that for this purpose the TO has obtained the consent of the interested parties or has another basis of sufficient legitimacy to process the Personal Data and, in any case, has provided the necessary information to them; and
- (ii) that it complies with the principles set forth in article 5 of the RGPD in relation to Personal Data (legality, loyalty and transparency, limitation of purpose, minimization, accuracy, term of conservation, proactive liability)
- (iii) The holders of personal data processed in the context of the Contract may exercise their rights of access, rectification, deletion, opposition, limitation, and portability by sending a written communication together with a copy of your ID or equivalent document, indicating the right they wish exercise. In case they do not obtain a satisfactory answer, they may submit a claim to the Spanish Data Protection Agency.

12. Contact and Bank Details:

TO Details	
Company name	
Contact name	
Address	
Telephone	
Email address	
Administration email	
Website	
VAT number	
TO Payment Details	
CREDIT CARD PAYMENT	
Type of credit card (Visa etc)	
Creditcard number	
Start date - Expiry date	
Name on card	
CVV	

El Bosque Bank Details	
Company name	Club de Golf El Bosque
VAT number	G-98499452
Telephone	Tel. +34 96 180 80 09
Bank	Banco Sabadell
Account Number	00811519360001175921
Address	Ctra. Godolleta Km 4, Ur. El Bosque, Chiva
IBAN	ES02
SWIFT	BSABESBBXXX

In witness whereof, both parties sign this document, in two original copies, at the place and on the date first indicated above:

Club de Golf El Bosque
Guillermo Goiria

On behalf of TO



