

Collaboration Agreement

1) Agreement

This agreement is between Sarlmall Enterprise, S.A., in representation of **Santana Golf** (hereinafter called SG) and the **Tour Operator** or **Golf Agency** (hereinafter called the *Golf Tour Operator* or *Official Business Partner*). The *Golf Tour Operator* may not assign or transfer any of its rights, nor take over reservations made by the clients direct with SG without written consent from SG.

2) Purpose of the Agreement

Collaboration Agreement by which SG agrees to provide professional services in accordance with the existing customs and traditional practices within the golf industry, and which shall be limited to the "Inquire and booking of tee times subject to availability at time of request". SG reserves the right to modify tee times when necessary.

3) Term

This agreement is valid for the period 1st of January 2020 to 31st December 2020.

4) Communications and Notices

All requests for golf, changes to a booking and/or cancellations, shall be delivered by e-mail to greenfees@santanagolf.com or teetimes@santanagolf.com.

5) Booking Conditions and Rates

In order to be confirmed, all bookings must be secured with a credit or debit card (Visa/Master).

The applicable rates to the *Golf Tour Operator* shall be as reflected in document attached hereto.

6) Payment Conditions

The *Golf Tour Operator* agrees to **pre-pay** all bookings by Credit Card, Debit Card or Bank Transfer **14-Days** prior to the date of the booking.

6.1 - Payment by Credit Card or Debit Card

The *Golf Tour Operator* will provide SG with the details of a Credit or Debit Card (Visa/Master) with this contract:

Expiry Date:

The *Golf Tour Operator* takes full responsibility that the credit/debit card that is being used is his or that The *Golf Tour Operator* has been explicitly authorised by the owner of the credit/debit card to use it. All credit and debit card holders are subject to validation checks and authorisation by the card issuer. If your card issuer refuses to authorise payment, SG will not be able to process the booking in question.

6.2 - Payment by Bank Transfer

In the case of payment through bank transfer, The *Golf Tour Operator* will provide SG with a copy of the bank transfer which agrees to make 14-Days prior to the date of the booking to the following beneficiary:

Santana Golf
Sarlmall Enterprise, S.A.

BBVA Fuengirola (Málaga)
IBAN: ES48 0182 2735 21 0208534924
BIC/SWIFT: BBVAESMMXXX

All payments related to this agreement are in Euro. Any fluctuations in the exchange rate are for the account of the *Golf Tour Operator*.

The *Golf Tour Operator* obligation to pay all amounts due shall be absolute and unconditional under all circumstances.

The *Golf Tour Operator* waives any refund of monies for any unused green fees unless course officially closed, as stipulated in *Clause "9"*.

7) Cancellations

7.1.- Cancellation Period: the period for cancellations is 14-Days prior to the date of play. All cancellations within the 14-Day period, will not be accepted and will be charged in full. The only exceptions to this rule are those bookings made within the 14-Day period.

7.2.- Cancellation Number: all cancellations will be supplied with a Cancellation Number by SG. The *Golf Tour Operator* must request and keep this number as it will be requested by SG in case of future claims. SG cannot guarantee that any request or communication will be duly and timely received or read by, complied with, executed or accepted by the SG Reservations Department unless proof of Cancellation Number is provided by the *Golf Tour Operator*.

7.3.- Last Minute Cancellation due to Illness, Emergency or Unavoidable Situation: The *Golf Tour Operator* should notify all their customers that it would be advisable to take adequate travel insurance to cover for any illness, emergency or other unavoidable situation. SG waives any responsibility should any of these situations occur and will charge the *Golf Tour Operator* for all the services contracted.

8) No Shows

No Shows will be charged in full and the *Golf Tour Operator* waives the right to any refund.

A No Show is defined as:

- 8.1.- Anyone who makes a reservation and fails to appear for the tee time
- 8.2.- Anyone who makes a reservation and fails to cancel.
- 8.3.- Anyone who fails to modify a reservation.
- 8.4.- Anyone who fails to appear at the 1st Tee at least 15 minutes prior to the reservation.

9) Course Officially Closed

Play may be suspended or prohibited due to dangerous weather conditions, such as: thunder storms, lightning, heavy rain, flood, etc. This decision will be made by the Management and is final.

10) Handicaps, Games and Rules of Etiquette

Handicap Certificates are compulsory and may be requested by our staff prior to golfers commencing play or by our course Marshal during the game. Handicap Limitation: Ladies 34 – Men 26

SG prefers 4-Ball games, thus golfers booking smaller parties may be teamed when necessary. Consequently, the Management reserves the right to make up 4-Balls at their discretion.

The Rules of Etiquette as shown at the official SG web site (www.santanagolf.com) must be observed by all players.

11) Publicity

The *Golf Tour Operator* agrees to promote the SG course in all their in-house media outlets, as well as not to publish any prices below the SG's public official rate.

12) Responsibility

The present document shall be signed by the authorised person and returned to SG within 15 days.

SG accepts no liability for any failures caused by mistake, negligence or oversight of the *Golf Tour Operator* and/or the *client/s*, or unusual or unforeseeable circumstances beyond our control.

Failure to comply with any one or more of the above clauses shall constitute default under this document and will result in the termination of this Collaboration Agreement and the cancellation of all bookings already in place.

Santana Golf, April 2019

TOUR OPERATOR RATES 2020

JANUARY						
M	T	W	Th	F	S	Sun
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY						
M	T	W	Th	F	S	Sun
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

MARCH						
M	T	W	Th	F	S	Sun
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
M	T	W	Th	F	S	Sun
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY						
M	T	W	Th	F	S	Sun
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	Spiking		21	22	23	24
25	26	27	28	29	30	31

JUNE						
M	T	W	Th	F	S	Sun
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
M	T	W	Th	F	S	Sun
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
M	T	W	Th	F	S	Sun
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER						
M	T	W	Th	F	S	Sun
	1	Spiking		4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER						
M	T	W	Th	F	S	Sun
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER						
M	T	W	Th	F	S	Sun
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER						
M	T	W	Th	F	S	Sun
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	Christmas		26	27
28	29	30	31			

RATES

		High			Medium			Low		
TEE TIMES		Public	Tour Op		Public	Tour Op		Public	Tour Op	
EARLY BIRD	08,00 - 09,00	81 €	71 €	25 €	78 €	68 €	25 €	79 €	67 €	Shared Buggy Included
	09,10 - 12,00	97 €	85 €	25 €	89 €	78 €	25 €			
NOON	12,10 - 13,50	112 €	98 €	25 €	94 €	82 €	25 €			
SIESTA	14,00 >	97 €	85 €	25 €	89 €	78 €	25 €			
Twilight	Daily Bookings Only Check Tee Times	70 €	65 €	0 €	65 €	60 €	0 €	60 €	55 €	



Buggy RATE: 25€ per Buggy

Hollow Tining Schedule

May 19/20 - as of May 21, GREEN FEE REDUCED TO REFLECT SEASONAL WORK ON GREENS

SEPT. 2/3 - FROM 4 TO 13 SEPT., GREEN FEE REDUCED TO REFLECT SEASONAL WORK ON GREENS

ANTICIPATE A TEN-DAY RECOVERY PERIOD AFTER THE AERIFICATION OF GREENS

Groups

1-in-8 FREE

MINIMUM 7-ADULT-PAYING GOLFERS

School Holidays

CHILDREN <14 PLAY FREE*

WHEN ACCOMPANIED BY PAYING GOLFERS

* DATES MARKED WITH