**The Golf Place TERMS & CONDITIONS**

1. **Agreement**This is an agreement between You and The Golf Place (“We” or “us”).
2. **Booking the Simulators**
– Your booking will be for the period specified at the time of booking (Your “Session”)
– If there is another booking directly after the end of Your Session, you must vacate the simulator area as quickly and safely as possible.
– If there is no other booking directly after the end of your Session, then You will have 5 minutes from the end of your Session to vacate the simulator.
– If you are booking for a party of golfers the person booking the venue should ensure the facility is suitable for the party they are catering for and pay for all of the party when booking.
3. **Payment**
– Payment will be taken at the time of booking when booking through the https://thegolfplace.co.uk/ booking system.
4. – A reservation will not be treated as confirmed until payment has been made.
5. **Cancellation**
All cancellations must be made:
– By email to: shambling89@gmail.com
– By telephone on07888938163, leaving a message if no-one is available to pick up your call.
Cancellations must be made 24 hours before the time of your booking for the time booked to be refunded. The time will be considered used for cancellations made within 24 hours of the appointment time.
6. **Safety and Liability**
– Although we have implemented a variety of safety measures for this facility, there is still a certain level of personal risk involved in its usage. By utilizing this facility, you acknowledge that You and all individuals in your group are doing so willingly and assuming full responsibility for any associated risks. We cannot be held accountable for any losses, damages, or injuries sustained by you or any members of your group, regardless of the cause.
– You agree to familiarise yourself with the Safety Rules (see below) and You will ensure that all people in your party will follow them.
– By agreeing to use the facility, you are also agreeing to comply with all safety instructions provided by our staff. If You disregard these safety instructions despite being approached by a staff member, you will be required to exit the simulator room. Please note that no refund will be issued for any unused portion of your session in such cases.
– If, in the reasonable judgment of our staff, you or any member of your group is deemed unfit to safely utilize the facilities due to factors such as intoxication, you or the concerned individual will be requested to vacate the Golf Studio. Please note that in such cases, no refund will be provided for any unused portion of your session.
– In the event that either You / We become aware of any safety concerns regarding the facility during your scheduled session, or if the simulator you are utilising becomes faulty to the extent of being unusable, You / We will inform the other party as soon as possible and You are required to cease using the facility. If we are unable to resolve the issue within a reasonable timeframe, a complete refund will be provided to you for any unused portion of your session.
– You will be liable to Us for:
      The cost of repair or replacement of any item damaged by You during the use of this facility; and
      The cost of replacing any item that belongs to Us but is removed by You.
      The cost of any such repair or replacement will be taken from the credit or debit card provided by You to Us at booking.
7. **Smoking**
– Smoking is prohibited in the Golf Simulator and the rest of the building.
8. **Food and Drink**
– Food & soft drinks will be permitted into the premises on the agreement that all rubbish is removed by You from the premises.
– Any food and drink brought into the premises must be eaten at the areas provided an under no circumstances are to be consumed near the simulator.
9. **Clothing**
– No muddy shoes or boots shall be worn on the premises
– Only trainers or soft spike golf shoes may be worn whilst using the simulators.
– Golf clubs used within the facility must be clean to stop dirt from going onto the golf balls and marking the screen.
10. **Code of Conduct**
– All users of the facility shall behave in a considerate manner towards our staff members and other users of the premises. We operate a zero-tolerance policy towards users who act in an abusive manner to the equipment or our staff. Any user who acts in an inconsiderate, abusive, or anti-social manner shall be asked to leave the premises immediately. No refund of allotted time will be given in this instance. We reserve the right to ban anyone who acts in such a manner from visiting the premises or using the facilities in the future.
– Removing golf balls and/or any equipment that is the property of The Golf Place is forbidden.
11. The removal of golf balls from the facility will be charged to the user at £4 per ball.

**THE GOLF PLACE SAFETY RULES**

Adherence to these safety rules is part of the Terms and Conditions and is a requirement of using the facility:

1. Only swing a golf club on the designated hitting mats within the simulator bays. Never swing a golf club anywhere other than in the safety of the swing bays.
2. Shots must only be hit towards the screens and never in any other direction.
3. Before swinging a golf club, always be aware of your surroundings to ensure that no-one is standing or walking near your swing path.
4. It is your responsibility to always maintain control of the golf club while you are swinging it. If you release the golf club from your hands at any time for any reason, whether accidentally or intentionally whilst at The Golf Place, you will be held 100% responsible for injury to others or damage to private property. Therefore:
* Always ensure that your hands are dry before you grip the golf club; and
* We recommend that you use a golf glove.
1. When it is not your turn to swing, you must remain a safe distance away from the swing zone.
2. Always remain alert for errant shots. If someone hits a shot that does not strike the screen first, the ball can travel out of the bay area. Typically, the ball will be travelling at a low speed if it hits the padding but be aware that on errant shots a ball may sometimes exit the hitting area.
3. Shoes are required and closed toed shoes are recommended. Barefoot in the swing zone is not permitted. (See section 8 of the T’s & C’s).
4. For the safety of everyone involved, please note that children under the age of 18 must be under the direct supervision of an adult at all times while at The Golf Place. When bringing a child to the facility, it is your responsibility to maintain constant supervision and be vigilant of their whereabouts. Children may not fully comprehend the potential risks associated with golf swings in their vicinity. It is of utmost importance that you always remain aware of your child’s location and ensure they maintain a safe distance from anyone engaged in swinging a golf club.
5. A maximum of 4 players are permitted per bay/session.

**WEBSITE TERMS & CONDITIONS**

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and The Golf Place, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either (I) employed by The Golf Place and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to The Golf Place and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

**INTELLECTUAL PROPERTY AND ACCEPTABLE USE**

1. All Content included on the Website, unless uploaded by Users, is the property of The Golf Place, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner’s prior written permission.
2. You may, for your own personal, non-commercial use only, do the following:
	1. retrieve, display, and view the Content on a computer screen.
3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of The Golf Place.

**PROHIBITED USE**

1. You may not use the Website for any of the following purposes:
	1. in any way which causes, or may cause, damage to the Website or interferes with any other person’s use or enjoyment of the Website.
	2. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order.
	3. making, transmitting, or storing electronic copies of Content protected by copyright without the permission of the owner.

**REGISTRATION**

1. You must ensure that the details provided by you on registration or at any time are correct and complete.
2. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.
3. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.
4. You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using the Website. Cancellation or suspension of your registration does not affect any statutory rights.

**PASSWORD AND SECURITY**

1. When you register on this Website, you will be asked to create a password, which you should keep confidential and not disclose or share with anyone.
2. If we have reason to believe that there is or is likely to be any misuse of the Website or breach of security, we may require you to change your password or suspend your account.

**LINKS TO OTHER WEBSITES**

1. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of The Golf Place or that of our affiliates.
2. We assume no responsibility for the content of such Websites and deny liability for any and all forms of loss or damage arising out of the use of them.
3. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

**PRIVACY POLICY AND COOKIES POLICY**

1. Use of the Website is also governed by our Privacy Policy and Cookies Policy, which are incorporated into these terms and conditions by this reference. To view the Privacy Policy and Cookies Policy, please click on the following link: [https://www.djsgolf.co.uk/privacy-policy](https://www.djsgolf.co.uk/privacy-policy%20and).

**AVAILABILITY OF THE WEBSITE AND DISCLAIMERS**

1. Any online facilities, tools, services, or information that The Golf Place makes available through the Website (the **Service**) is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility, and satisfactory quality. The Golf Place is under no obligation to update information on the Website.
2. Whilst The Golf Place uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses, and other malware, we give no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
3. The Golf Place accepts no liability for any disruption or non-availability of the Website.
4. The Golf Place reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

**LIMITATION OF LIABILITY**

1. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
2. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
3. To the maximum extent permitted by law, The Golf Place accepts no liability for any of the following:
	1. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill, or commercial opportunities.
	2. loss or corruption of any data, database, or software.
	3. any special, indirect, or consequential loss or damage.

**GENERAL**

1. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we believe your rights will not be affected.
2. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
3. These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
4. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
5. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
6. Unless otherwise agreed, no delay, act, or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
7. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.