

These Terms and Conditions (these Terms) set out the terms and conditions that apply between: (i) you as the purchaser of an activity at the Venue and, where you are not the purchaser of an activity at the Venue, to you as a visitor or participant in an activity at the Venue (you or your); and (ii) BigShots Golf UK – Northwick Park, a company registered in England under company number 12240809 and having its registered office at 280 Watford Road, Harrow, HA1 3TZ (BigShots Golf, we, our or us).

Please note that these Terms apply only to activities operated by BigShots Golf, and not to activities or services offered by third party operators (such as arcade games) or to food and beverage.

## SECTION 1: DEFINITIONS

- Account means your BigShots Golf online account which can be accessed via our Website.
- Booking means the booking of playing time or an activity at the Venue.
- Charges means the total price for an activity at the Venue, as notified to the Player by BigShots Golf as part of the process of making a Booking.
- Equipment means any golf clubs or rental equipment hired by you from us.
- Force Majeure Event means the occurrence of circumstances beyond our reasonable control including, without limitation: (i) regulations and laws of government; (ii) industrial action, war, riots, sabotage or terrorism; (iii) fire, flood, windstorm or adverse weather; (iv) epidemics, pandemics or health emergencies; (v) failures of, shortages in or a loss of access to equipment, power, supplies, fuel or transport facilities; or (vi) failure of a third party to permit access to the Venue unless caused by the act or omission of BigShots Golf.
- Lesson means a lesson or golf instruction programme with a PGA Professional at the Venue.
- Player means the purchaser of an activity at the Venue.
- Venue means BigShots Golf, 280 Watford Road, Harrow, HA1 3TZ.
- Website means [www.bigshotsgolfuk.com](http://www.bigshotsgolfuk.com) or such other website as may be notified to you by BigShots Golf from time to time.
- Wallet means the balance of your Account, which may be redeemed against activities at the Venue (except Lessons) and topped up at any time.

## SECTION 2: TERMS AND CONDITIONS OF PURCHASE

### A. Bookings

1. Subject always to availability, a Booking can be made:

a) on our Website (Online Booking); b) at the Venue (In Person Booking); or c) through any other sale mechanism authorised in writing by BigShots Golf.

2. You must sign-in to your Account in order to make an Online Booking. An Online Booking will be completed when we confirm this by sending you a confirmation email. An In Person Booking will be completed when we confirm this to you in person at the Venue.
3. Bookings are valid only for the number of person(s), date(s) and time slot(s) stated.
4. BigShots Golf accepts no responsibility for losses arising as a result of any incorrect information provided by the Player at the time of purchase, unless this is due to our error.

### B. Charges and Payment

1. Prices quoted by BigShots Golf are in Pounds Sterling and are inclusive of applicable VAT.
2. The Charges will be due and payable in full at the time the Booking is made.

3. If the Players payment is rejected, we will notify the Player and the Players order will not be fulfilled and we will have no obligation to fulfil or process any other order received from the Player.

### SECTION 3: GENERAL TERMS AND CONDITIONS

#### C. Your Obligations

1. You will:

a) arrive in good time before your Booking start time and advise us if you are running late; b) provide proof of your Booking and payment, if requested by any member of staff; and c) obey all reasonable instructions given by our staff at the Venue.

2. In order to ensure a safe and enjoyable experience for everyone at the Venue, you must not:

a) damage or deface the Venue in any manner whatsoever nor allow or permit a breach of the law or in any way cause a nuisance; b) smoke anywhere at the Venue (this includes electronic cigarettes and vape products); c) block or obstruct entrance doors; d) leave any children in your care unattended; 3) disregard any safety signs or barriers put in place for public protection; or f) cross any barriers, lines or roped-off areas.

3. If you use any Equipment, you agree:

a) to use the Equipment responsibly at all times and not intentionally damage or deface the Equipment in any manner whatsoever; b) not to remove the Equipment from the Venue; and c) to return the Equipment to the reception area after your activity and before leaving the Venue.

4. You may be removed from, or refused access to, the Venue if, in the reasonable opinion of BigShots Golf, your behaviour is, or could be considered to be dangerous, offensive, a nuisance or annoying to other visitors or staff. If you are refused admission to or remove from the Venue under these circumstances, you will not be entitled to a refund.
5. If you intentionally damage or fail to return the Equipment, you may be liable to pay £50 for each damaged or missing item. If we reasonably believe that you have stolen any Equipment, we may pass your details to the police and any other relevant authority.
6. You are not permitted to consume alcohol inside the Venue, except in designated licensed areas. You may not bring your own food and drink to the Venue.
7. Dogs are allowed in certain areas of the Venue but must be on a lead and kept under control at all times.

#### \*\*D. Our Liability to You \*\*

1. If we are in breach of these Terms, we will not be responsible for any losses that you suffer as a result, unless the losses are a foreseeable consequence of the breach. Loss or damage is foreseeable if either it is obvious that it will happen or where it could be contemplated by you and us at the time the Booking was made.
2. BigShots Golf will not be responsible for paying any compensation to you for any loss or damage to property incurred at the Venue including all car park areas unless the loss or damage was suffered as a result of our negligence or other breach of duty.
3. Nothing in these Terms shall limit any rights you may have which are not capable of being lawfully excluded or limited, nor shall these Terms exclude or restrict our liability to you for any death or personal injury resulting from our negligence or breach of duty.

#### \*\*E. Your Safety \*\*

1. You should be alert at all times to the golf being played in your vicinity and any warnings issued (e.g. a warning shout of "Fore" on the golf course) to try to prevent injury to you.
2. We reserve the right to impose health and safety related protocols which you must comply with at the Venue that we consider appropriate or that we might be required to implement. Any individuals who refuse or fail to comply with such conditions may be refused entry or removed from the Venue.

#### **F. Cancellation by the Player**

1. If a Player wishes to cancel the Booking then they must do so by informing us at least 72 hours before the Booking start time. In these circumstances, credit for 100% of the Charges will be applied to the account. Cancellations made less than 72 hours before the Booking start time are non-refundable.
2. Notwithstanding Section F.1 above, there may be exceptional circumstances in which BigShots Golf considers that it is appropriate to refund a Player if the Player wishes to cancel the Booking. Any such refund will be at the sole discretion of BigShots Golf.
3. To cancel a Booking, please login to your Account and select cancel booking. Alternatively, if you do not have an Account, please contact us using the contact details on our Website.

#### **\*\*G. Cancellation by BigShots Golf \*\***

1. If the Player fails to make a payment of the Charges in accordance with Section B.2 then BigShots Golf may cancel the Booking.
2. BigShots Golf shall have the right to cancel the Booking at any time if BigShots Golf considers in its sole discretion that it would be appropriate to do so, including (without limitation) due to a Force Majeure Event. In these circumstances, the Player will be given the option to: (i) reschedule the Booking to an alternative date; or (ii) receive a full refund of any Charges that have been paid.
3. You have no rights in the event of cancellation of the Booking (whether or not due to a Force Majeure Event) other than, in the case of the Player, a refund for the Charges pursuant to Sections F.1 or G.2 above.

#### **H. Wallets and Gift Cards**

1. Wallets and validly activated gift cards are redeemable against any activities at the Venue, except Lessons. You must have an Account in order to redeem a gift card.
2. Wallets and gift cards are not cheque guarantees, credit or charge cards.
3. Balances on Wallets and gift cards may not be exchanged for cash or other vouchers.
4. If you would like to check the balance on your Wallet or gift card you may do so by checking your Account via the Website, or by asking a member of staff at the Venue.
5. Please note that your Wallet will be cleared after 12 months of inactivity on your Account.
6. Once a Wallet or gift card has been de-activated or has expired, it may not be re-used. BigShots Golf cannot replace or reimburse the balance on a gift card if it is lost.

#### **I. Dress Code**

There is no dress code at the Venue, but we do encourage you to wear comfortable clothing and shoes which are suitable for your activity and weather conditions on the day of your Booking. We also reserve the right to require you to cover any controversial or offensive items of clothing. Spiked shoes are not permitted inside.

#### **J. Trolleys**

1. The use of electric trolleys and trolleys is subject to weather conditions and is determined by our Green Keepers on a daily to ensure the best playing conditions and in the interests of your health and safety.

## K General Conditions

1. You may not transfer any of your rights under these Terms.
2. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
3. Any personal data provided by you will be used by us in accordance with the BigShots Golf Privacy Policy (as amended from time to time), which is available on our Website. If you have any questions or concerns about information we hold about you, please contact us by email at [enquiries@bigshotsgolfuk.com](mailto:enquiries@bigshotsgolfuk.com) or in writing at Data Privacy Manager, BigShots Golf UK – Northwick Park, 280 Watford Road, Harrow, HA1 3TZ. For details of your rights regarding your personal data, please see our Privacy Policy.
4. Please be aware that we operate a secure, closed circuit television system throughout the Venue in the public interest for the protection and safety of our visitors, staff and property.
5. Our venue car park is not actively monitored. Customers Park at their own risk. Customers must register their vehicle on the tablets provided throughout the building or risk receiving a fine.
6. Please reach out to us at [www.bigshotsgolfuk.com/contact](http://www.bigshotsgolfuk.com/contact) if you have any enquiries or complaints and we will do our best to help.