

# Our Booking Terms & Conditions

## 1.0 Definitions

- 1.1 'The Client' is the person, firm, corporate or public body, hereafter referred to as 'You', 'Your' or 'The Client' hiring the services and equipment.
- 1.2 The 'Company' is 'Putter Madness' herein referred to as 'We' or 'Our'.
- 1.3 'The Activities', 'equipment' or 'Service' is defined as our hosted mobile crazy golf course which may be referred to as 'The Course' consisting of individual raised platforms herein referred to as 'holes' along with the 'extras' as defined in each of the golfing packages.
- 1.4 These Booking Terms & Conditions are herein referred to as the 'Terms'.

## 2.0 How the Contract is formed between you & us

- 2.1 By completing and sending the Booking Form and paying the deposit (see 3.1), you agree that you are making a confirmed Booking and entering into a Contract, which carries your acceptance, in full, of the Booking Terms and the Service that we will provide to you.
- 2.2 The terms contain important information regarding the participation in the activities. Please read these Terms carefully and make sure that you understand them as before making your booking as you will be asked to agree to them. If you refuse to accept these Terms, you will not be able to book the course through our site.
- 2.3 Furthermore it is your responsibility to ensure all members of your party are aware of and accept these Terms and have read the course rules.
- 2.4 No variation to these terms shall be binding unless agreed in writing by both you and Putter Madness.
- 2.5 The Contract shall be interpreted and applied in accordance with presiding law and the parties to this contract agree to submit to the exclusive jurisdiction of regional courts.
- 2.6 We reserves the right to make changes to the course for any reason, subject to the provisions of these Terms.

## 3.0 Deposits & Payments

- 3.1 Deposit: you agree to our Deposit of 50% (of your hire cost) which is payable within 48 hours of booking our services. If the deposit payment is not received within 48 hours of making a booking, the requested date for the booking will be made available for others to book.
- 3.2 The remaining balance is required in full at least 14 days prior to the event taking place. The Deposit is deducted from the final payment.

## 4.0 Cancellations

- 4.1 The Client shall have the right to cancel the booking within 30 days of the booking date by notifying Putter Madness in writing. In the event of The Client wishing to cancel this Contract agreement for any reason other Force Majeure (see 5.0), all advance payments will be forfeited.
- 4.2 A cancellation fee of not less than 50% of the agreed fee will be due if the cancellation is within ninety days of the event date.
- 4.3 A cancellation fee of not less than 75% of the agreed fee will be due if the cancellation is within sixty days of the event date.
- 4.4 The whole of the agreed fee will be due if the cancellation is within 30 days of the event date.

- 4.7 In the unlikely event that we are unable to deliver the agreed service of entertainment, for reasons other than Force Majeure (see 5.0), all monies paid by the Client shall be returned (within 14 days). Following the reimbursement of these funds, Putter Madness shall have no further liability to the Client in relation to any part of the Contract.

## 5.0 Force Majeure

- 5.1 Force Majeure frees both parties from liability or obligation when an extraordinary occurrence or circumstance beyond the control of either parties takes place on or before the event date that either prevents the event from taking place or Putter Madness providing the entertainment.
- 5.2 Force Majeure is defined as Acts of Nature (including: fire, major flood, major snow, earthquake, heavy storm, hurricane, natural disaster), war (whether declared or not), riot, invasion, terrorist activities, epidemic, strikes, lock-outs or other industrial action by third parties, civil commotion, order of Government or Local Authority having jurisdiction in the matter or changes in law, road closure(s) that prevent attendance to the venue and road traffic accident(s) that prevent attendance to the venue.

## 6.0 Fair Weather Policy

- 6.1 We all know the British weather can be unpredictable but there is no reason why the weather should stop play if the course has been set up outside. Our equipment is showerproof and we will provide a limited number of golf umbrellas so as you and your guests can continue to play. Should the weather change for the worse including heavy rain, thunderstorms, snow and ice, flooding and lightning then it is up to our discretion to close and dismantle the course. This is primarily due to Health and Safety along with our insurance coverage.

## 7.0 Health & Safety

- 7.1 Putter Madness reserves the right to refuse admittance to the course or to remove a participant from the course should it be deemed necessary to do so. This includes a participant who does not comply with the course safety rules or who is deemed to be under the influence of alcohol or drugs.
- 7.2 We shall be entitled to prevent any person from undertaking or completing the course if we deem the behaviour of any participant unsuitable.
- 7.3 Where the event may include guests under the age of 16 years, the client (or parent/guardian) is responsible for the behaviour and safety of any minors attending The Venue. The Client will provide and maintain adequate adult supervision for guests under the age of 16 years at all times, and we will not be liable for the supervision of minors. The course is not suitable for infants and therefore they will not be allowed to play or be within the course area (for their own safety).
- 7.4 Children always remain the responsibility of the adults who accompanies them.
- 7.5 Unwarranted abuse or threatening behaviour from The Client's guests, The Venue management and/or The Venue staff will not be tolerated and will result in the activities being terminated with immediate effect with no loss to Putter Madness.
- 7.6 A hard copy of our Health And Safety Report and our Risk Assessment document will be present at the event and a copy can be sent to you via email if requested.

## 8.0 Insurance

- 8.1 Putter Madness agrees to provide proof of Public Liability Insurance and all necessary certifications as required by The Client or The Venue.

## 9.0 Damages & Loss

- 9.1 Putter Madness do not accept liability due to damage, loss or injury whilst playing the portable crazy golf course. You play at your own risk
- 9.2 It is to be expected that our course will receive minor scuffs during the event however you agree that compensation for any loss of or damage to Putter Madness's equipment, vehicle(s) and/or personal belongings caused by deliberate or malicious behaviour of your guests, venue customers and/or venue staff may be sought, including any additional costs.

## 10.0 Marketing

- 10.1 From time to time we take pictures and videos during the event. By taking part in these activities, you are giving us your permission to use any pictures of yourself and anybody in your party for possible use in Putter Madness promotion and marketing. We will never sell these pictures and only use them exclusively for our own use. If you object to us using images of you or your party then please inform us in writing when making your booking.

## 11.0 Venue Location, Access & Setup/dismantling times

- 11.1 Prices shown on the website and those quoted at time of booking are based on The Venue being within a 50 mile radius of the Putter Madness headquarters (SY11 2BY). An additional surcharge will be required to cover any additional travel outside of the 50 mile radius.
- 11.2 The Client will appreciate that suitable time before and after the event is required to set up and dismantle the course from The Venue. Therefore, The Client and The Venue will allow suitable time for the installation and dismantling and removal of equipment (at least 60 minutes each side of the booking times unless otherwise previously agreed).
- 11.3 Putter Madness shall not be liable for any additional charges incurred to The Client by The Venue in relation to the additional time taken to setup and dismantle the course.
- 11.4 Vehicle access: Our course will arrive at the venue in a transport van, The Client is responsible for ensuring that access and suitable parking facilities are made available. Where The Venue does not have its own parking facilities, Putter Madness reserves the right to pass on any additional parking fees for refund by The Client.
- 11.5 Late Arrival: Putter Madness will not be held liable for late arrival at The Venue due to Force Majeure (see 5.0).

## 12.0 Ground Requirements

- 12.1 It is your responsibility prior to making the booking that The Venue has an area or areas where the portable crazy golf course can be set up as detailed on the 'Ground Requirements' Page on the Putter Madness website. Putter Madness will not be held responsible for being unable to set up the course should The Venue not have the required space or floor type.

## 13.0 Privacy Policy

- 13.1 We will use the personal information you provide to us:
- In accordance with our Privacy Policy
  - To supply the portable crazy golf course to your event
  - To process your payments
  - To communicate with you to arrange the event
  - To get feedback from you after the event.

## 14.0 Course Rules

- 14.1
1. No more than 4 people in a group on any one hole.
  2. Each hole must be played in sequential order (1-9).
  3. When putting do not swing putter higher than knee height.
  4. Crazy golf is a game of putting and all players should refrain from hitting the ball excessively hard, thereby causing a hazard to themselves and to others.
  5. A one metre distance must be maintained between players during putting.
  6. Do not walk on the hole obstacles or the hole borders.
  7. There is a 6 shot limit per hole. Once you get to 6 shots, please move onto the next hole.
  8. If your ball goes off the course, replace the ball where it went off and add an one stroke penalty (+1). If your ball ends up against an edge or obstacle it may be moved one club head length away from the edge.
  9. Putter Madness reserves the right to remove clubs and balls from any player behaving unacceptably and request that they leave the site.

## 15.0 The Small Print

- 15.1 Just like a parking ticket, you can't transfer this contract to anyone else without our permission.
- 15.2 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 15.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 15.4 If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.
- 15.5 Although the language is simple, the intentions are serious and this contract is a legal document. If you are a business/corporation this will be under exclusive jurisdiction of [English & Welsh] courts, if you are a consumer then the courts of England and Wales will have non-exclusive jurisdiction.

### The Dotted Line

In accordance with UK law By completing the Booking Form 'I have read and agree to the Putter Madness Booking Terms & Conditions', you agree that you are making a confirmed Booking and once the deposit has been paid you are entering into a Contract, which carries your acceptance, in full, of the Booking Terms and the Service that Putter Madness will provide to you and your guests.