

Waiver & Consent

By agreeing with the terms & conditions set out by Infinity Golf LTD, you agree that you do not suffer from any illnesses, injuries, allergies or medical conditions that inhibit your ability to use our facilities.

If you do suffer from any illnesses, injuries, allergies or medical conditions, or if you are currently on medication that can inhibit your ability to use all our facilities, you agree to let us know by emailing info@infinitygolf.co.uk, along with your booking number so we can make any necessary arrangements prior to your arrival for your tee time.

You consent to take part in activities at Infinity Golf LTD. In providing your consent you declare that you understand that Infinity Golf LTD takes all appropriate precautions to prevent accidents, however golfing activities are not totally risk free – for example being hit by a golf ball or club accidentally. Infinity Golf LTD accepts no liability for injuries sustained. You all play at your own risk.

You the customer of Infinity Golf LTD will take all steps to avoid accidents or damage to our property – for example any practice swings must take place within the simulator area and any golfing equipment hired, must be handed back in the same condition that it was prior to use. Anything that Infinity Golf LTD views as reckless behaviour and that leads to damage by the customer will be charged to that customer.

You confirm that you have understood these terms, and that you are physically fit and healthy enough to take part in Infinity Golf LTD activities.

You agree that in the event of any illness or accident, that any treatment can be administered to you. You also agree to follow any safety rules set out by Infinity Golf LTD for your own safety.

Terms and Conditions for Membership at Infinity Golf LTD trading as Infinity Golf Studio.

1. Your times of access are as per the opening times of Infinity Golf Studio: Monday – Thursday (Tuesday closed), 10am to 10pm, Friday – Saturday 10am-11pm and Sunday: 10am - 10pm. These times are subject to variation for operational reasons.

2. Use of the facilities: This is dependent on you maintaining your monthly payments. If any monthly payment is not received on the due date for payment, then your membership will (except in exceptional circumstances and at our sole discretion) be automatically suspended until all due payments have been brought up to date. If your membership is used by anyone else with your knowledge or consent, then we reserve the right in our sole discretion to suspend and/or cancel your membership. We regret that we cannot accept liability for any loss or damage to personal belongings including clubs that may occur during use of our facility. On joining, all members can request an induction to instruct you on the use of the equipment. We strongly recommend that this is undertaken. If you are subsequently unsure how to use any equipment, please ask a member of the team. You must inform us if you have sustained a personal injury elsewhere or have developed a medical condition that may have consequences for using our facilities. Suitable clothing and clean trainers must be worn at all times. Equipment must be treated with respect. Please replace all equipment in their designated place after use.

3. Bookable activities: Bookings are only accepted from members whose membership fees are up to date. Your membership allowance will be instantly credited upon payment.

Bookings can be made up to 6 months in advance. Any additional sessions over your credit allowance can be made through your membership login portal via our website. The 5% discount will be automatically applied upon checkout.

Attendance for your session must be registered upon arrival at the reception desk, located within the 19th Hole. Cancellation of a booking must be made no later than 24 hours before the booking is due to start. Any cancellations received within 24 hours of the start time will mean you will lose your credit or still be charged. If you do not attend a booking, you will not receive the session back as credit. You may reschedule your booking, and your credits will be transferred to the new booking slot subject to adhering to the cancellation policy listed on our website. At checkout you will have the option to either pay with credit or utilise your 5% discount. When booking with credits, any additional players excluding the member who has booked, are subject to a £5 per person per hour payment which is payable on site prior to the session. If you are paying for the session using your 5% discount, the total booking price, including any £5 additional fees receives the 5% discount.

Any bookings made over the allocation of credits where you still wish to use credits, must be split into separate transactions. For example, if you wish to book 4 hours but only have 2 credits remaining in your account. You must process one booking for 2 hours using the credit payment method, then a separate transaction for the additional 2-hour slot with the 5% discount payment method. All members must be logged into their membership portal to receive membership benefits.

If you have an injury or illness that may affect your ability to participate, please consult us before the session starts.

4. Membership does not guarantee the availability of a parking space. Parking spaces are available on a first come first served basis. Infinity Golf LTD accepts no liability for any theft or damage incurred whilst parking at Infinity Golf Studio. Smoking (including e-cigarettes) is not permitted. We ask you to familiarise yourself with the contents of our signs, notices on display and the location of the emergency exits. Membership does not guarantee a tee time slot; all bookings are subject to availability at time of booking. We advise to book well in advance to avoid disappointment. You are required to abide by our policy on the use of cameras, video and mobile phones. By attending our venue, you consent to the use of photos and videos taken for advertising and social media purposes, this consent can be withdrawn at any time, by emailing info@infinitygolfstudio.co.uk.

5. Membership credits: As per your chosen membership, upon payment, we will instantly apply your allocated credits. These credits are for sole use within your monthly membership cycle, they cannot be transferred to a separate billing month, other member or non-member. Any unused credits will be removed from the membership portal at point of monthly renewal and your new credit allocation will be applied. One extra player can play free of charge with the use of a credit booking ONLY and must be accompanied by the paying member. Extra player charges will apply to all bookings made without using a credit.

6. Other discounts: All active memberships will benefit from a 10% discount on food, drinks and merchandise. You must notify the team prior to purchase of your membership. We reserve the right to request ID to verify your membership. This discount is only available to those with an active membership and is not available to those joining a session who do not hold an active membership. The transaction must be completed by the member in order to receive the

discount. Please note that the 10% members discount cannot be combined with additional discounts. Infinity Golf LTD reserve the right to change or remove this discount offer at any time.

Infinity Golf LTD reserve the right to cap our membership numbers at any point subject to our discretion. This does not affect your statutory rights.

TERMS & CONDITIONS FOR MEMBERSHIPS **Infinity Golf Ltd.**, Unit 10a, High Grosvenor, Bridgnorth, WV15 5PG. Company Number: **16228058**: info@infinitygolfstudio.co.uk :01746 572972

PRINCIPAL TERMS

This agreement commences once you have indicated your acceptance in the Declaration section of this web sign up process. If you did not sign up on the clubs premises, you have 14 full days after signup to cancel this agreement for any reason as long as you have not used the facility. To exercise this right, you must inform Infinity Golf LTD of this by post, email or telephone using the details above. Your membership starts immediately and on the same day each month your account will be debited, and membership sessions will refresh for the next month. All memberships are on a monthly rolling basis with a minimum of 24 hours' notice required for any cancellation. You will be entitled to all the rights and privileges exercisable for the Type of Membership chosen for the remainder of your active month's subscription.

FEES AND CHARGES The Initial Payment is due from you to us, is payable immediately and is not refundable other than due to cancellation under the Principal Terms above or in the event of breach or negligence by us. The Payment Amount is due from you to us. You are within your right to cancel at any time up to 30 days before your next payment is due. If you fail to pay any monies due under this agreement or if any payment is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay us on demand an administration fee of £25 (which we require to cover our costs of seeking to pursue such payment from you). You agree to advise us promptly of any change to the Members Details provided. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third-party company for collection. The reasonable and direct costs incurred in employing the third-party company will be borne by you including costs in tracing you if you have changed your address without telling us.

AUTOMATIC RENEWAL Your membership will automatically renew each month on the original day of payment. Your membership will be extended by one month for each payment ("Renewal Period"). This renewal payment amount may only be amended if we advise you in writing giving not less than 30 days notice. Please note if your membership included the benefit of a free period then we will stop making collections during that free period and recommence making collections on the renewal date. You may prevent the Automatic Renewal at any time by giving notice to one of our team.

CANCELLATION You can cancel your membership at any time up to 30 days before your next payment date. The cancellation will take effect from the date of the next period (the date your next payment was due). If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date. We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced. You may transfer your membership to another person provided that such person signs an agreement with us and accepts the balance of any remaining payments.

We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against us, you must do so within the United Kingdom. Relevant UK law will apply. If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply. We may terminate this agreement with immediate effect on notice to you if you are in breach of the Clubs Rules (i.e. Stealing or other criminal activities within the facility). In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.

Health and Safety: We reserve the right to refuse admittance or remove a participant should it be deemed reasonably necessary to do so. We reserve the right to refuse members entry if found to be under the influence of drugs or alcohol. All members must comply with Health and Safety rules and policies for the duration of their membership. Please note that participation in all activities is at the members own risk, PPE is to be provided by the member if deemed necessary. Children are to be supervised by a parent or guardian at all times and are allowed to participate in activities with the understanding that the parent or guardian assumes all responsibility. Infinity Golf carries no liability in case of any injuries.