## **Tonbridge Golf Centre Terms & Conditions**

By using the facilities at Tonbridge Golf Centre, you acknowledge that you have read, understood, and agree to abide by these Terms and Conditions.

# **Driving Range**

Customers and spectators use our facilities at their own risk.

Whilst on our site you are expected to treat staff and fellow customers with respect. Foul language and inappropriate or antisocial behaviour/noise may result in you being asked to leave.

CCTV is in operation at all times. You will be liable for any preventable damage to our facilities.

Anyone deemed to be aiming towards the houses will be banned from the Centre indefinitely.

If you suffer an accident or injury on our premises, you must report it and the circumstances under which it happened to the manager on duty immediately.

Children u16 must have an adult on site

No smoking/vaping is permitted in the bays - you may only do so in the car park.

The use of alcohol or illegal substances on the Range is strictly prohibited. Users under the influence of alcohol or drugs may be asked to leave the facility

You should not use our facilities if you have an infectious illness or condition.

You bring all personal belongings to the club at your own risk. We do not accept legal responsibility for any loss or damage to these items.

The user acknowledges that golf involves inherent risks, including but not limited to physical injury from errant balls, golf clubs, or other equipment. The user voluntarily assumes all risks associated with using the driving range

You must not go onto the grass at any point. If a club or clubhead is lost, please report it to a member of staff.

The user must apply precaution before swinging the club, ensuring the area is clear and the club path will not be endangering anyone.

Spectators must not be standing in front of the bench whilst someone is swinging a club.

The user must take precaution against the club flying out of their hands by swinging slower or using a glove.

The user must use the appropriate tee for each club. Be aware that a tee too high may result in the ball being hit straight upwards off the top of the club which could be dangerous.

Never swing the club unless standing on the mat and aiming straight ahead into the range.

### Footgolf Waiver (signed upon making booking on behalf of all attendees)

I am aware of the nature of the terrain of a golf course.

I am aware of the dangers involved of such terrain including insects, animal holes, long grass and streams and ponds and pathways and trees and bushes and fences.

I am aware the course is shared with golfers and the dangers associated with that.

I am aware of the possible slip, trip and fall hazards that may present themselves to myself my quests and my children and those under my care during my visit.

I am aware that Tonbridge Golf Centre with high netting to protect the golf course from stray golf balls landing on the golf course but agree that the possibility, however slight, of being injured by a golf ball on a golf course would be possible but would remain under the risks and dangers that I am aware of.

I am aware that I and my child, guests and those within my care agree to use all the facilities at Tonbridge Golf Centre Footgolf (including the driving range and cafe area and car park and pathways & shop and facilities i.e toilets) at our own risk save for any proven negligence under Tonbridge Golf Centre's and public liability duty of care

I have read the terms & conditions and I consent for myself and everyone that I have booked on behalf of who will be attending.

#### **Padel Tennis**

Coaching or activity such as organised social events considered profit-making is prohibited and exclusively reserved for JTS coaching academy and TGC.

While on our site, we expect you to behave appropriately, respectfully, and politely, and dress appropriately, always. We can ask you to leave if we think that your behaviour or appearance is not suitable. This includes no anti-social noise/music and t-shirts or must be kept on at all times.

For your safety, you must wear appropriate footwear for the playing surface (for example, non-marking smooth-soled shoes on courts)

If you suffer an accident or injury on our premises, you must report it and the circumstances under which it happened to the manager on duty immediately.

For legal and health reasons, you must not vape or smoke while using our courts.

Children u16 must have an adult on site

You should not use our facilities if you have an infectious illness or condition.

You bring all personal belongings to the club at your own risk. We do not accept legal responsibility for any loss or damage to these items.

CCTV is in operation at all times. You will be liable for any preventable damage to our facilities

## Participation Waiver (signed upon making booking on behalf of all attendees)

Tonbridge Golf Centre Padel Tennis - (TGCPT) Release of Liability and Assumption of Risk Agreement Waiver. The undersigned acknowledges, appreciates and agrees that:

As with all sports there are risks of injury and illnesses including MRSA, influenza and Covid-19, while particular rules, equipment and personal discipline may reduce these risks, the risks of serious injury and even death do exist. Therefore, I knowingly and freely assume all such risks, both known and unknown even if arising from negligence and assume full responsibility for my participation.

I willingly agree to comply with the terms and conditions for participation.

If I observe an unusual significant hazard, I will remove myself and bring such matter to the attention of an employee of the Tonbridge Golf Centre.

I hereby release TGCPT and hold harmless their officials in the event of injury, illness, disability or death, I also release TGCPT for any responsibility for any loss or damage to persons or property.

I have read this release of liability and assumption of risk agreement, I fully understand the terms that I have given up any rights by signing it, and sign freely and voluntarily without any inducement.

For participants under 18 years This is to certify that I as parent/guardian with legal responsibility for this participant. I have read and explained the provisions in this waiver to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulations.

Furthermore, my child/ward understands and accepts these risks and responsibilities. I therefore release all liabilities from TGCPT and their officials even from their negligence to the fullest extent permitted by law.

Please write your name in the box or tick the box below which will represent your signature and acknowledgement and acceptance of the particulars above on your behalf and behalf of all the participants in your booking – it is your responsibility to inform the participants in your booking of this waiver

#### **CANCELLATION TERMS & PROCEDURE**

#### 1. 48-hours-notice:

- Please email <u>tonbridgepadeltennis@gmail.com</u> at least 48 hours prior to your booking to convert your booking to a voucher (full value, 1-year expiry).
- Any cancellations or postponements less than 48 hours prior, bookings are non-refundable.
- Please state your full name, date/time of booking and order number.

### 2. Rain Cancellation Policy:

- In the event of rain, we do offer voucher cancellations.
- Our courts are permeable and do not freeze over. They are only unplayable in the event of heavy rain leading to temporary standing water
- A judgement on rainfall should be made a few hours prior to the booking using the met office rainfall radar to assess the likelihood. Please email tonbridgepadeltennis@gmail.com prior to the booking for your request to be corroborated.
- If you begin playing and deem conditions unplayable during the session, a voucher or partial voucher may be discussed with staff on site.