



Wokingham Family Golf- Hire Facilities - Terms & Conditions

Definitions used in these Terms and Conditions

“WFG” means Wokingham Family Golf

“Facilities” means the facilities at Wokingham Family Golf hired by a Hirer

“Hirer” means a person hiring facilities at Wokingham Family Golf

“Premises” means any part of Wokingham Family Golf’s facilities to which the Hirer is permitted access as a result of a booking made in accordance with these Terms and Conditions

“Manager” means Chris Arding or such other individual who may be employed as manager of Wokingham Family Golf from time to time.

Introduction

This document sets out the terms and conditions on which facilities at WFG may be made available for hire by members of the public.

1. Bookings

Bookings can be confirmed only following the completion and signature of the Event Booking Form, which confirms the Hirer’s acceptance of these terms and conditions of hire. A confirmation invoice will be issued prior to the event and shall be settled by the due date. We accept cash and major credit cards.

If the Hirer does not pay any invoice on or by the due date for payment:

(a) Interest shall accrue on the amount that is from time to time outstanding at the rate of 4% above the Bank of England base rate from time to time until payment in full; and

(b) The Hirer shall have no right to use the Facilities until the invoice is paid.

2. Timings

Booking times include the time required to set up prior to and clear up after your event* . Please ensure you are clear in time for the next booking to commence on schedule.

*For Childrens’ Parties we allow access 30 minutes before the start time for setting up.

The hirer has the facilities for 2 hours.

3. Safety

The Hirer is responsible for the safety of all participants. In the event of an emergency all participants must follow the instructions of the WFG staff. WFG accepts no liability for any personal injury suffered by any person including that caused by food and drink.

4. Equipment

Any WFG equipment required for the event shall be set up by the Hirer with the assistance of the WFG staff. All equipment shall be put away tidily after use. Any breakages shall be paid for by the Hirer.

WFG shall not be liable for any loss of or damage to any items or articles brought to the Premises by the Hirer or its guests or for any item or articles left at the Premises by the Hirer or its guests. WFG shall have the right to remove and discard anything left in the Premises by the Hirer or its guests. If anything appears to WFG to be an article of value WFG may (if it thinks fit) store such article. WFG accepts no liability for the safe keeping of such stored articles which are stored at the Hirer's sole risk.

5. Cleaning

All areas used by the Hirer shall be left as they are found. All rubbish shall be bagged up and removed from the premises by the hirer. The time taken clean and tidy is included in the time of your booking so the start of activities following immediately after is not delayed.

6. WFG Rules

WFG rules for various facilities are displayed on various signs. These shall be obeyed at all times and the hirer is responsible for enforcing these rules. Smoking is not permitted on any part of the facility hired by the hirer. No football boots of any kind are allowed on the FootGolf course. The instructions of the WFG staff shall be obeyed at all times.

7. General

The Hirer shall:

- (a) Not use the Premises for any purpose other than those expressly permitted by WFG
- (b) Not use the Premises other than at the times expressly permitted by WFG.
- (c) Not cause any damage to the Premises or permit any such damage to be caused.
- (d) Reimburse WFG in respect of any costs or expenses that WFG may suffer or incur as a result of any damage being caused to the Facilities and/or the Premises by the Hirer or its guests.
- (e) Not interfere with or adversely affect the use of the Premises by WFG or others authorised by it.
- (f) Not cause a disturbance or nuisance to the owners of property in the vicinity of the Premises.

(g) Ensure that the Hirer and its guests comply with instructions given to them by employees of WFG whilst on the Premises.

(h) Ensure that neither the Hirer nor any of its guests bring alcohol onto the Premises.

(i) Ensure that neither the Hirer nor any of its guests: (i) fixes anything to the structure, or any of the contents, or in the grounds of the Premises; (ii) marks, soils or damages the structure, contents, or grounds of the Premises; (iii) damages or removes any of the contents of the Premises;

(j) Fully indemnify WFG at all times in respect of any cost, expense, loss or liability that they may suffer or incur as a result of any breach of these Terms and Conditions by the Hirer.

(l) Not charge entrance money or sell any goods

12. Cancellation

(a) WFG may cancel a booking by giving the Hirer not less than three days' notice of cancellation. If WFG cancels a booking pursuant to this sub-paragraph (a) it shall return the Hirer's deposit, if any.

(b) The Hirer may cancel a booking by giving WFG not less than three days' notice of cancellation. If the Hirer cancels a booking pursuant to this sub-paragraph (b) WFG will return any booking fee already paid by the Hirer less the deposit.

(c) If the Hirer gives less than three days' notice of cancellation, the Hirer must pay 100% of the booking fee.

(d) For the purposes of this paragraph 12 "three days" means 72 hours.

(e) "No shows" must pay 100% of the booking fee.

(f) Deposits are non-refundable (except where WFG cancels in accordance with sub-paragraph (a) above).

(g) WFG may immediately terminate the Hirer's use of the Premises if the Hirer commits a material breach of these Terms and Conditions.

8. General

(a) WFG shall not be liable for any delay in performance or breach of any agreement with the Hirer due to any event beyond WFG's reasonable control including (but not limited to) fire, flood, storm, electrical failure, Act of God, act (or threat of act) of terrorism or industrial action.

(b) The Contracts (Rights of Third Parties) Act: WFG shall be entitled to enforce these terms and conditions. No other third party shall have any rights under this Agreement.

(c) These Terms and Conditions shall be governed by English Law and any dispute arising in relation to them shall be subject to the jurisdiction of the English Courts.