



*Registered Office:*  
Hole in Fun Ltd.,  
85, Great Portland Street,  
London  
W1W 7LT  
*Registered Company No: 14539679*

## Booking Terms & Conditions

### Hole 1: Summary

1. We always do our best to meet your expectations, but it is important to have things written down so that we all know the contract we are getting involved with, who should do what and when, and what will happen if something goes wrong. This contract is not full of legal terms, and we hope it's clear and easy to understand. Our aim is to provide a high quality, affordable service which is well planned and well prepared through good communication between both parties.

### Hole 2: Definitions

2.1 'The Client' is the person, company, corporate or public body, hereafter referred to as 'You', 'Your' or 'The Client' hiring the services and equipment.

2.2 The 'Company' is Hole in Fun Ltd., thereafter known as 'Hole in Fun', 'We', 'Us' or 'Our'.

2.3 '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 holes of golf with bumpers and obstacles herein referred to as 'holes' along with the 'extras' as defined in each of the golfing packages.

2.4 These Booking Terms & Conditions are herein referred to as the 'Terms'.

2.5 The 'Venue' is defined as either the location (you have provided) or anyone who has authority or acting on behalf of the location where the course is to be set up.

### Hole 3: How the Contract is Formed between you and us

3.1 By completing and sending the Booking Form and paying the Booking Fee (see 4.1), 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.

3.2 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.

3.3 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.



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3.4 No variation to these terms shall be binding unless agreed in writing by both you and Hole in Fun Ltd.

3.5 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.

3.6 We reserves the right to make changes to the course for any reason, subject to the provisions of these Terms.

#### **Hole 4: Booking Fee & Payments**

4.1 Booking Fee: you agree to our non-refundable Booking Fee of £100 which is payable within 48 hours of booking our services. If the booking fee 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.

4.2 Payment in full is required at least 14 days prior to the event taking place. The Booking Fee is deducted from the final payment.

4.3 Payment can be made via bank transfer or by debit / credit card.

#### **Hole 5: Cancellations**

5.1 The Client shall have the right to cancel the booking within 14 days of the booking date by notifying Hole in Fun Ltd in writing. All payments received by Hole in Fun Ltd will be refunded to the client.

5.2 In the event of the Client wishing to cancel this Contract agreement 15 days from making the booking or after, for any reason other Force Majeure (see 6.0), all advance payments will be forfeited.

5.3 A cancellation fee of 50% of the agreed fee will be due if the cancellation is within sixty days of the event date.

5.4 A cancellation fee of 75% of the agreed fee will be due if the cancellation is within thirty days of the event date.

5.5 The whole of the agreed fee will be due if the cancellation is within 14 days of the event date.

5.6 Payments made by debit or credit card can only be refunded on the same card the original transaction was made.

5.7 Once agreed we will make any refunds due to you within 14 days.

5.8 In the unlikely event that we are unable to deliver the agreed service of entertainment, for reasons other than Force Majeure (see 6.0), all monies paid by the Client to Hole in Fun Ltd shall be reimbursed.



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Following the reimbursement of these funds Hole in Fun shall have no further liability to the Client in relation to any part of the Contract.

## **Hole 6: Force Majeure**

6.1 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 Hole in Fun Ltd providing the entertainment.

6.2 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.

6.3 In the event of Force Majeure Hole in Fun Ltd will work with the client to reschedule (postpone) the event. If the event can be postponed then the existing contract will carry forward with the new event date. There are no additional fees incurred for the first postponement of an event due to Force Majeure. Subsequent postponement requests will incur an admin fee of £50. If Hole in Fun Ltd is unavailable on the specified date(s) then both parties will be relinquished from financial and contractual obligations. All advance payments will be forfeited.

## **Hole 7: Postponement Policy**

7.1 If a request is made by the Client to postpone their event for any reason other than Force Majeure (see 6.0) the following will apply.

7.2 If the requested date is unavailable then the Cancellation Policy (5.0) will apply.

7.3 The booking cost will be increased in line with the forecast package price for that year.

7.4 No additional postponement charges will be incurred if the request to postpone an event is made more than 90 days prior to the original event date.

7.5 The Cancellation Policy (5.0) will apply if the requests to postpone an event is made less than 90 days prior to the original event date.

7.6 If the requested postponement date falls within our Winter Season then the course must be set up indoors. If your venue does not have the required indoor space or is unwilling to allow the course to be set up indoors then the Cancellation Policy (5.0) will apply.



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7.7 If additional requests are made to postpone an event then an admin fee of £50 will be added to the booking.

## **Hole 8: Change of Venue**

8.1 If a request is made by the Client to change the venue then as long as the venue is within the 25 mile radius of the original booking or less than the original venue's distance from our location (Cambridge CB22), access to the setup location is similar to the original venue and the venue has indoor space should the event fall within our Winter Season then the booking will be updated and no additional costs will be incurred.

8.2 If the new venue location is outside of the 25 mile radius and further away than the original venue location then additional travel expenses may be added to the booking.

8.3 If access to the setup location of the new venue is deemed to increase the course setup/breakdown time, additional setup/breakdown fees may apply.

8.4 If the booking falls within the Winter Season and the new venue does not have the required indoor space or is unwilling to allow the course to be set up indoors then the Cancellation Policy (5.0) will apply.

## **Hole 9: Fair Weather Policy**

9.1 We all know the British weather can be unpredictable but there is no reason why the weather should always stop play. Should the weather change for the worse including heavy rain, high winds, 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. Should the course need to be closed for these reasons during an event, Hole in Fun Ltd staff will be on hand (hosted event) to re-locate the course to a suitable indoor space if available. Please note that this is a not a guarantee of moving the course, but we will endeavor to allow your activity to continue whenever possible.

9.2 Hole in Fun Ltd will not be held liable and it will be considered as a cancellation if the course cannot be set up due to the ground conditions on the day of the event being waterlogged.

9.3 Hole in Fun Ltd will not be held liable and it will be considered as a cancellation if the venue does not permit us to set up the course due to the weather or ground conditions.

9.4 Hole in Fun Ltd will not be held liable and it will be considered as a cancellation if the venue does not have enough space to accommodate the course you have booked.



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## Hole 10: Health & Safety

10.1 Hole in Fun Ltd 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.

10.2 We shall be entitled to prevent any person from undertaking or completing the course if we deem the behaviour of any participant unsuitable.

10.3 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).

10.4 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 Hole in Fun Ltd.

10.5 Children always remain the responsibility of the adults who accompanies them.

10.6 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.

## Hole 11: Equality Policy

11.1 We aim to abide by and promote equality legislation. We follow both the letter and the spirit of the law in this area. We try to avoid unjustified discrimination which we recognise is a barrier to equality, diversity, inclusion and human rights.

11.2 Any person making discriminatory remarks will not be allowed to play or will be asked to leave.

11.3 A hard copy of our Equality Policy document will be present at the event and a copy can be sent to you via email if requested.

## Hole 12: Insurance

12.1 Hole in Fun Ltd agrees to provide proof of Public Liability Insurance and all necessary certifications as required by The Venue.



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## Hole 13: Damages & Loss

13.1 We do not accept liability due to damage or loss of either the player's or the venue's personal possessions or personal injury whilst playing the mobile adventure course, you play at your own risk.

13.2 It is to be expected that our course will receive minor scuffs and dings during the event however you agree that compensation for any loss of or damage to Hole in Fun Ltd'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.

## Hole 14: Marketing

14.1 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 Hole in Fun Ltd. 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.

## Hole 15: Ground Requirements

15.1 It is your responsibility prior to making the booking that the venue has an area or areas where the crazy golf course can be set up as detailed on the Hole in Fun website. Hole in Fun will not be held responsible for being unable to set up the course should the venue not have the required space or floor type.

## Hole 16: Venue Location, Access and Setup/dismantling times

16.1 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 (up to 2 hours each side of the booking times)

16.2 Hole in Fun 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.

16.3 Vehicle access: Our course will arrive at the venue in a transit or similar 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, Hole in Fun reserves the right to pass on any additional parking fees for refund by The Client.



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16.4 Late Arrival: Hole in Fun will not be held liable for late arrival at the venue due to Force Majeure (see 6.0)

## Hole 17: Privacy Policy

17.1 We will use the personal information you provide to us:

- in accordance with our Privacy Policy
- to supply the activities to your event
- to process your payments
- to communicate with you to arrange the event
- to get feedback from you after the event.
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## Hole 18: Course Rules

- There is to be no more than 4 people in a group on any one hole
- The holes must be played in sequential order. Hole jumping is not permitted
- When putting do not swing the putter higher than knee height
- One metre distance must be maintained between players during putting
- There is a 6 shot limit per hole, so once you get to 6 shots, move on to the next hole
- If the ball goes off the course, replace the ball where it went off with a one stroke penalty.
- If the ball ends up against an edge or obstacle it may be moved one club head length out.
- Many of our holes contain larger features in addition to the specific golf hole obstacles, such as (but not limited to) the wedding chapel. Do not touch or stand on any of these moving parts and ensure that children are kept under supervision as this may result in personal injury and or damage to the course of which the player or parent/guardian is responsible for.
- Players are only allowed to stand on the teeing off grass and on the grass adjacent to the holes. Do not walk on any other part of the course.
- Hole in Fun Mobile Mini Golf is a game of putting and all players, particularly children should refrain from hitting the ball excessively hard, thereby causing a hazard to themselves and other people.
- Hole in Fun Ltd Mobile Mini Golf reserves the right to remove clubs and balls from any player behaving unacceptably and request that they leave the site.

## Hole 19 – Back to the Clubhouse! The last few bits....

19.1 Just like a parking ticket, you can't transfer this contract to anyone else without our permission.



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19.2 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.

19.3 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.

19.4 If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

19.5 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 and Welsh] courts, if you are a consumer then the courts of England and Wales will have non-exclusive jurisdiction.

**And finally.....**

In accordance with UK law, by completing the Booking Form and clicking the 'I have read and agree to the Hole in Fun Ltd Booking Terms & Conditions' check box on the booking form you agree that you are making a confirmed Booking and once the booking fee has been paid are entering into a Contract, which carries your acceptance, in full, of the Booking Terms and the Service that Hole in Fun Ltd. will provide to you and your guests.