

JUNK YARD GOLF CLUB TERMS & CONDITIONS

1. THESE TERMS

These terms and conditions (these Terms) are the terms on which we, Junkyard Golf Club, sell tickets for rounds of crazy golf at our venues (Tickets). These Terms apply to online bookings, corporate events and walk in ticket purchases (Bookings) made by you via this website www.junkyardgolfclub.co.uk (our site) corporate events and in venue.

Please note that we may accept same-day bookings in person at one of our venues; however this will be subject to availability and Tickets will be issued on a first come first serve basis. Please read these Terms carefully and make sure you understand them before you make a Booking. By making a Booking you agree to be bound by these Terms and the other documents expressly referred to in them.

We may amend these Terms from time to time by posting a revised version on our site. Every time you make a Booking, the Terms in force at that time will apply to your Booking.

2. INFORMATION ABOUT US

We currently have venues in Leeds, Manchester, Oxford, Liverpool and London (our venues). Our venues are operated by the Junkyard Golf Club group of companies as follows:

- Leeds – Junkyard Golf Club (Leeds) Limited (VAT no. 300989501)
- Manchester – Junkyard Golf Club (Manchester) Limited (VAT no. 259625862)
- Oxford – Junkyard Golf Club (Oxford) Limited (VAT no. 277988126)
- London – Junkyard Golf Club Limited (VAT no. 239629962)
- Liverpool - Junkyard Golf Club (Liverpool) Limited (VAT no. 308352418)

This website www.junkyardgolfclub.co.uk (our site) is operated by the above companies and Golf, Eats and Booze Limited (VAT no. 529999023) (together the Junkyard Golf Club Group).

Bookings are managed by our sales and booking managers within the Junkyard Golf Club Group.

3. OTHER TERMS AND POLICIES

We use your personal information in accordance with our Privacy Policy and Cookies Policy. Please take the time to read these documents as they include important terms which apply to you. We use a third party ticketing company (TicketCo UK Limited (TicketCo)) to process and manage Bookings on our behalf. If you want to make a Booking, you will be redirected to TicketCo's website to process your payment and issue your Tickets. Please refer to TicketCo's Terms and Conditions For End-Users (https://ticketco.events/uk/en/legal_terms_ticketbuyers) and its Privacy Policy for further information about the terms and conditions which apply to your Booking. If there is any conflict between these Terms and TicketCo UK Limited's Terms and Conditions of Sale, the provisions of these Terms will take precedence.

Save where expressly stated otherwise, these Terms supersede all other terms and conditions we have previously used and apply exclusively to Bookings made by you to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4. COMMUNICATIONS BETWEEN US

You can contact us by emailing us at customerservice@junkyardgolfclub.co.uk, sending a message to us via our social media accounts, via live chat on our website or by writing to us at Customer Services, Junkyard Golf Club Head Office, 2nd Floor, 4 Jordan Street, Manchester M15 4PY. If we have to contact you, we will do so by using the contact details you have provided to us via the method you chose to communicate with us in the first instance unless otherwise agreed. When we refer in these Terms to "in writing" or "written", this will include email, live chat and social media responses. The provisions of this section shall not apply to the service of any proceedings or other documents in any legal action.

5. VENUES

Please note that our venues contain flashing lights, UV lights and loud music. Animals are not permitted inside of our venues, apart from assistance dogs.

Please note that we do not accept any liability for the loss or damage to any property you bring with you to the venue. All items left in the cloakroom are at the customers risk however if something is damaged or lost at the fault of the venue we will investigate this on a case by case basis.

We operate CCTV cameras at our venues to ensure the health and safety of our customers and staff and to protect against crime. Prominent signs are displayed at our venues to alert you to this. Please refer to our CCTV policy for further information.

We operate a 'zero-tolerance' policy towards violent and abusive behaviour at our venues. If you or anyone in your party is violent or abusive or is otherwise disrupting the enjoyment of our venue for other guests or intimidating our staff, you will be asked to leave. We reserve the right to refuse admission to any person. We also reserve the right to refuse to serve alcohol to any person. This is down to the discretion of the venue manager and security. No refunds are available to anyone refused entry, refused alcohol or asked to leave.

When attending our venues, you will need to comply with our health and safety rules which will be displayed at our venue and pointed out to you. Please take the opportunity to read these before starting your round. If you cause any damage to our venue, you may be charged for this or we may bring a legal claim against you. If you have booked Tickets for other people, you shall be responsible for their behaviour whilst at our venue.

6. UNDER 18S

Under 18s are permitted at our venues during the following times only:

- Leeds – until 7pm on Sundays to Thursdays (and not Fridays or Saturdays)
- Manchester – until 7pm on Sundays to Thursdays (and not Fridays or Saturdays)
- Oxford – until 7pm on Sundays to Fridays (and not Saturdays)
- London – until 7pm on Sundays to Wednesdays (and not Thursdays, Fridays or Saturdays)
- Liverpool - until 7pm on Sunday to Thursday (and not Fridays or Saturdays)

If you are, or anyone in your group is, aged under 18 years old, you will only be entitled to purchase a Ticket for a tee off time on or before 6:00 pm on the days stated above. The last tee off time of 6pm would leave you one hour to complete the course. Under 18s will need to leave by 7pm.

Under 18s must be accompanied by an adult at all times, who shall be responsible for them whilst at our venue. There must be at least one adult for every four under 18s.

7. ID

We operate a 'Challenge 25' policy and physical photo ID will be required when entering our venues. We have the right to refuse entry to anyone who is unable to provide valid ID. Please bring photo ID with you as you will not be entitled to a refund if we have to refuse you entry. Scans/photographs of ID will not be accepted. You will also need your student ID if you have booked Tickets with student discount. If you have booked a corporate or group booking you will still be required to bring physical ID with you for every member of the group. We accept all the following forms of ID in our venues: Passport, Driving licence/Provisional Driving Licence and PASS ID/Citizen cards. These must be valid in date and have a photo of you and your date of birth written clearly. You may be refused entry if you cannot provide this upon asking.

8. ARRIVAL

Please note that you must arrive promptly for the time allocated on your ticket. Your tee-off time will be 20 minutes after this allocated time to give you chance to get checked in.

On arrival, a member of your party must report to reception/caddy shack to collect wristbands for the entire party. The other members of the party are welcome to wait in the bar area. Please make sure you bring your Tickets with you as you will need them to collect your wristbands. You can bring print outs of your Tickets with you or show them to us on your phone. We do not have access to your electronic Tickets. We are unable to offer you a refund if you do not bring your Tickets with you and you may lose your tee off time.

If you are running late or unable to attend, please let us know as soon as possible and, as a goodwill gesture, we may be able to accommodate you. However, we cannot guarantee that we will hold your tee off slot, or that we will be able to amend your Booking for another tee off time on that same day or for a later date. Please note that we do not offer refunds if you are late for your tee off time.

9. TIMINGS

It takes, on average, approximately 30 to 45 minutes to complete our courses, but this will depend on how many people are in your group and how busy we are. The last tee off time for each venue can be found via our site using the following links:

- Leeds
- Manchester
- Oxford
- London
- Liverpool

If you are playing more than one course, we recommend leaving a gap of at least one hour between tee off times.

10. PRICE

For all venues except London, our Tickets cost £8 per person for tee off times on Sundays to Thursdays and £9.50 on Fridays and Saturdays. We offer student discount of 50% off Tickets on Sundays to Thursdays.

For our London venue, our Tickets cost £10.50 per person for tee off times on Sundays to Wednesdays and £12.50 on Thursdays, Fridays and Saturdays. We offer student discount of 50% off Tickets on Sundays to Wednesdays.

If you are a student, please also bring your student ID with you to the venue. We may charge you full price if you do not bring valid student ID.

All prices are shown in pounds sterling. The price of a Ticket includes VAT.

All tickets are subject to a 50 pence booking fee which will be notified to you during the Booking process. We may change our prices from time to time. These changes will not affect the price of any Booking you have already placed and that we have confirmed. The price for the Tickets you wish to purchase will be clearly displayed to you during the Booking process.

11. OUR CONTRACT WITH YOU

To make a Booking, please visit our site where you will be directed to TicketCo's website (<https://ticketco.events/uk/en>).

These Terms apply to Bookings made by consumers only. Please contact us via the online form for corporate bookings as separate terms may apply.

Before making a Booking, you will be asked to confirm your acceptance of these Terms. If you refuse to accept these Terms, you will not be able to proceed with your Booking.

Please note that we only accept Bookings of up to eight Tickets for each tee off time.

By making a Booking, you are making an offer to purchase a Ticket at the price displayed on our site. All Bookings are subject to acceptance. Acceptance of your Booking will take place only when TicketCo email you expressly confirming that your Booking has been accepted. At this time, a contract will come into existence between you and us, which incorporates these Terms. Before this time, TicketCo may send you a Booking acknowledgment by email, but please note that this does not mean your Booking has been accepted.

If your Booking cannot be accepted for whatever reason, TicketCo will inform you of this in writing and will not charge you for the Booking. This might be because (for example) the tee off time you have chosen is no longer available. If you have already paid for the Booking, TicketCo will refund you the full amount, including any Booking fee, as soon as possible.

TicketCo will assign a reference number to your Booking and tell you what it is when TicketCo sends you an acceptance email. It will help us if you can tell us the reference number for your Booking whenever you contact us about your Booking.

Please contact TicketCo if you have not heard from TicketCo within 24 hours of making your Booking. If you have any questions regarding your Booking, please contact us using the contact details provided in section 4 above.

12. PAYMENT

TicketCo currently accepts payment by Mastercard Credit, Visa Credit and Visa Debit cards.

You must pay for the Tickets (including any applicable Booking fee) in full, before the Booking is accepted and confirmed. Ticket Co do not accept American Express on their website however we do accept this in venue.

13. DISPATCH OF TICKETS

Once TicketCo has taken payment for your Booking, TicketCo will send you a confirmation email along with your Tickets.

If you do not receive your Tickets within 24 hours of making your Booking, please contact us at customerservice@junkyardgolfclub.co.uk.

You will need your Ticket to collect your wristbands at the venue. Entry will be refused if you do not have a wristband.

14. ALTERATIONS TO YOUR BOOKING

If you wish to change your Booking at any time after you have paid for your Tickets (including to change the time or day of your tee off time or to add or remove players) please contact us at customerservice@junkyardgolfclub.co.uk as soon as possible. If you need to add extra players and we have sold-out online, unfortunately you will not be able to add additional tickets to your booking at this time unless they are available on a different timeslot.

As a goodwill gesture, we may be able to accommodate your request to change your Booking, but this will be subject to the discretion of our customer service team and they require at least 24 hours notice to do so. We do not make any guarantees and we do not offer refunds. Rebooks can only be made for a Monday, Tuesday or Wednesday (off-peak days).

If we are able to change your Booking, we will contact you by email or via social media and let you know about any changes to the price of your Tickets, your chosen date or tee off time, or anything else which would be necessary as a result of your requested change, and ask you to confirm whether you wish to go ahead with the change.

15. REFUNDS

You would be eligible for a refund if you are able to provide us with 48 hours notice prior to the date of your online booking by contacting the customer service team.

Otherwise, we do not offer refunds and are not legally obliged to do so (save in the limited circumstances set out in these Terms). You will not be entitled to receive a refund in the following circumstances (for example):

- if you change your mind after making your Booking;
- if you have been refused entry to our venue, refused alcohol at our venue or you have been asked to leave our venue at the discretion of our venue manager and/or security (see section 5 above);
- if you have missed your allocated tee off time and we are unable to hold your tee off slot or amend your Booking;
- if we are unable to make changes to your Booking as requested by you in accordance with section 15 above, or the consequences of making such changes are unacceptable to you; or
- you decide to leave the course before the end.

16. GROUP BOOKINGS

Group bookings of 12+ can be made through the bookings team. The maximum party size for each tee off time is 6. Bookings will be split across the three courses unless a course is booked exclusively. To enquire about making a group booking for 12 or more players, please contact us using the group enquiry form on our website on the 'Group Bookings' Page.

Bookings for over 12 people will need to be paid for in full at least 2 weeks prior to the event. If we have not received full payment by then, you may lose your booking and any deposit paid.

Once you have paid for your group booking we cannot amend or refund this. If you do cancel your booking, we may be able to move this to a different date depending on availability, however we cannot guarantee this. Please get in touch with the Sales & Bookings team for the venue you have booked in order to discuss your options.

We are unable to refund or rebook any unused or cancelled places.

If you are early for your booking you will not be able to enter the venue until your allotted time.

- If you are late for your booking we cannot guarantee you will be able to be seated together before you play and we cannot guarantee you will be able to play at a later time.

We must take any pre-orders for drinks at least 24 hours before the booking and we are unable to amend this after the order has been placed.

We will ask the organiser to arrange the teams before your arrival and it is the organisers responsibility to ensure everyone is in the correct teams. This is to ensure any pre-ordered drinks are taken to the correct course.

All packages and bar tabs are non-refundable or exchangeable, these must be used on the day of your booking and cannot be carried over to any future bookings.

17. OUR RIGHTS TO CANCEL OR SUSPEND

We reserve the right to refuse entry to any person or party, or ask any person or party to leave the venue at any time, due to misconduct or otherwise, at the discretion of our venue manager and/or security. You will not be entitled to a refund if you are refused entry or asked to leave.

We may have to suspend or delay dispatch of your Tickets to you to:

- (a) deal with technical problems or make minor technical changes;
- (b) make changes to your Booking as requested by you in accordance with section 15 above; or
- (c) if your payment method has not been accepted.

18. OUR LIABILITY TO YOU

If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We only supply Tickets for domestic and private use. If you use the Tickets for any business or resale purpose, we will have no liability to you for any indirect or consequential loss, loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any matter for which we may not exclude or limit our liability under the Consumer Rights Act 2015 or the Consumer Protection Act 1987 or any other applicable law.

19. EVENTS OUTSIDE OUR CONTROL

In this clause an event outside our control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action; civil commotion or riot; terrorist attack or threat of terrorist attack; invasion, armed conflict, war (whether declared or not) or threat or preparation for war, armed conflict or invasion; act of God, fire, explosion, storm, flood, drought earthquake or other natural disaster; subsidence or collapse of buildings; accident; epidemic or pandemic; chemical or biological contamination; sonic boom; malicious damage; compliance with any applicable law or regulation; any law or action taken by a governmental or public authority; breakdown of plant or machinery; interruption or failure of public or private telecommunications networks, utility services or transport networks; and/or non-performance by suppliers or subcontractors.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our contract with you that is caused by an event outside our control.

If an event outside our control takes place that affects the performance of our obligations under our contract with you:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under our contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control.

Where the event outside our control significantly delays your tee off time (by longer than 60 minutes) or means we have to cancel your Booking, we will contact you to rebook or arrange a refund (at your option).

20. OTHER IMPORTANT TERMS

Nothing in these Terms shall affect your rights as a consumer.

We may transfer our rights and obligations under these Terms to another organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under our contract with you.

You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

Our contract with you shall be binding upon you and us, and each of our respective personal representatives, successors and permitted assigns. 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.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived or abandoned our rights against you and will not mean that you do not have to comply with those obligations and will not prevent us taking steps against you at a later date. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

These Terms, your Booking and our contract with you are governed by English law and you can bring legal proceedings in respect of your Booking in the English courts. If you live elsewhere, you can choose to bring legal proceedings in your home territory or in the English courts.

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not satisfied with how we have handled any complaint you have raised with us, you may wish to request that the complaint be referred for alternative dispute resolution (where an independent body considers the facts of the dispute and seeks to resolve it without you having to go to court). Disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform, which can be found [here](#).

21. COMPLAINTS

We aim to provide you with an enjoyable experience. If you are not completely satisfied with your experience or the Booking process, please do let us know by emailing us at customerservice@junkyardgolfclub.co.uk and we will try to rectify the problem. You can find more information about our complaints procedure here.

22. COVID

The safety of our Guests and Team members is our number one priority, to ensure we are adhering to Government Guidelines and our own Covid control measures we ask that you familiarise yourself with our Covid safe procedures, available on our website. If you are showing any symptoms of Covid 19 you will be refused entry. Symptoms include a high temperature, persistent cough and loss of taste and smell. If you are displaying any of these symptoms within our venue you will be ejected. All tickets must be pre-booked online via Ticket Co, we are not selling walk up tickets at present. You must arrive promptly at the time stated on your ticket and your tee-off time will be 20 minutes later to allow you to be checked in. Failure to arrive in venue at your entrance time could result in you losing your tee time. You will be allocated your own table in the bar and drinks ordered through our app. We also ask, that once in venue, you register with our online NHS Track and Trace system in line with Government Guidelines, full information on this system are available on our website. We have increased our cleaning and hygiene measures throughout the venue including making hand sanitiser freely available, sanitising golf clubs and balls after use and regular cleaning and sanitising all contact points throughout the venue. Signage on Covid measures will be present in our venues and further details are available on our website www.junkyardgolfclub.co.uk/covid

These Terms were most recently updated in July 2020.

GIFT CARDS

1. REDEMPTION

Junkyard Golf Club Gift Cards may only be redeemed toward the purchase of eligible products on www.junkyardgolfclub.co.uk. Purchases are deducted from the redeemer's gift Card balance. Any unused gift Card balance will be retained on the gift card. If a purchase exceeds the redeemer's gift card balance, the remaining amount must be paid with another payment method

2. LIMITATIONS

Gift cards, including any unused gift card balances, expire 12 months from the date of issuance. Gift cards may not be redeemed for the purchase of products in venue (including, but not limited to, alcohol, soft drinks, food and merchandise sales). Gift cards cannot be used to purchase other gift cards. Gift cards cannot be reloaded, resold, transferred for value, used for unauthorised commercial purposes or redeemed for cash. Unused Gift card balances cannot be transferred to another gift card.

3. RISK OF LOSS

We are not responsible if any gift card is lost, stolen, destroyed or used without your permission.

4. LIMITATION OF LIABILITY

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CARDS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A GIFT CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, WILL BE THE REPLACEMENT OF SUCH GIFT CARD.

6. GENERAL TERMS

Gift Cards are issued by TicketCo our ticketing partner. We reserve the right to change these terms and conditions from time to time in our discretion. All terms and conditions are applicable to the extent permitted by law.

PACKAGES

Our package tickets are currently only available for over 18's as they include alcoholic beverages. Package tickets can only be purchased online and include a maximum of 2 drinks, one bratwurst and one round of golf.

Package tickets can only be exchanged for a new date/time once if 24 hour notice is provided to customer service prior to the booking.

Package tickets can only be refunded in exceptional circumstances provided 48 hours notice is given prior to the booking. Otherwise tickets are non-refundable. You will not be eligible for a refund if you have been refused entry or ejected.