



1. Agreement

- 1.1. This is an agreement between You and Forest Driving Range Ltd (“We” or “us”).
- 1.2. By completing a booking with us, you confirm that you have read, understood and agreed to be bound by our Terms and Conditions. Your booking constitutes your full acceptance of all terms, policies, safety rules and responsibilities outlined therein. If do not agree to these Terms and Conditions, please refrain from making a booking.

2. Booking the Studio

- 2.1. Your booking will be for the period specified at the time of booking (Your “Session”).
- 2.2. All bookings must be made by individuals aged over 18 or over. You may be required to provide valid photo Identification at the time of booking or, upon arrival at the Studio to verify your identity. The name on the booking must match the name on the identification.
- 2.3. Bookings are nontransferable and must be used by the individual names in the booking. If additional participants are included, their names and Identification must be provided at the time of the booking.
- 2.4. A maximum of 4 players are permitted per Session.
- 2.5. If there is another booking directly after the end of Your Session, you must vacate the Studio as quickly and safely as possible.
- 2.6. If there is no other booking directly after the end of your Session, then You will have 5 minutes from the end of your Session to vacate the Studio.
- 2.7. If You are booking for a party of golfers the person booking the venue should ensure the facility is suitable for the party they are catering for and pay for all persons in their party when booking. You bear all responsibility for persons in your party/ guests and for them being aware of these Terms and Conditions and, accepting them.
- 2.8. The individual making the booking assumed full responsibility for any damages to the Studio and as detailed at clause 5.6 & 5.7 of this Agreement.

3. Payment

- 3.1. Payment will be taken at the time of booking when booking through the Foremost booking system which will require you to register with Foremost through the Forest Driving Range website.
- 3.2. A reservation will not be treated as confirmed until payment has been made.

4. Cancellation

4.1. All cancellations must be made:

4.1.1.1. By email to: jamiégolf123@hotmail.co.uk

4.1.1.2. By telephone and, leaving a message if no-one is available to pick up your call.

4.1.1.3. Cancellations must be made 24 hours before the time of your booking for the time booked to be refunded. The time will be considered used for cancellations made within 24 hours of the appointment time.

5. Safety and Liability

5.1. Although we have implemented a variety of safety measures for the Studio, there is still a certain level of personal risk involved in its usage. By utilising the Studio, You acknowledge that You and all individuals in your group are doing so willingly and assuming full responsibility for any associated risks. We cannot be held accountable for any losses, damages, or injuries sustained by You or any members of your group, regardless of the cause.

5.2. You agree to familiarise yourself with the Safety Rules (see below) and You will ensure that all people in your party will follow them.

5.3. By agreeing to use the Studio, you are also agreeing to comply with all safety instructions provided by our staff. If You disregard these safety instructions despite being approached by a staff member, You will be required to exit the Studio room. Please note that no refund will be issued for any unused portion of your session in such cases.

5.4. If, in the reasonable judgment of our staff, you or any member of your group is deemed unfit to safely utilise the Studio due to factors such as intoxication, You or the concerned individual will be requested to vacate the Studio. Please note that in such cases, no refund will be provided for any unused portion of your session.

5.5. In the event that either You / We become aware of any safety concerns regarding the facility during your scheduled session, or if the Studio You are utilising becomes faulty to the extent of being unusable, You / We will inform the other party as soon as possible and You are required to cease using the Studio. If we are unable to resolve the issue within a reasonable timeframe, a complete refund will be provided to You for any unused portion of your session.

5.6. The Studio is monitored by CCTV for the purposes of security and damage assessment. By using the Studio, customers consent to the recording of their session, which may be reviewed in the event of any disputes or incidents.

5.7. You will be liable to Us for:

5.7.1.1. The cost of repair or replacement of any item damaged by You during the use of this facility; and

5.7.1.2. The cost of replacing any item that belongs to Us but is removed by You.

5.7.1.3. The cost of any such repair or replacement will be taken from the credit or debit card provided by You to Us at booking.

5.8. By booking a Session, You agree to indemnify and hold harmless Forest Driving Range Ltd from any claims, liabilities, damages or expenses arising from your use of the Studio, including those caused by third parties accompanying You.

6. Smoking

6.1. Smoking is strictly prohibited in the Studio or on premises at Forest Driving Range and the rest of the building.

7. Food and Drink

7.1.1. Only cold food & drinks will be permitted into the Studio. Hot Food is strictly prohibited inside the Studio and You agree that all rubbish is removed by You from the premises.

7.1.2. Any food and drink brought into the premises must be eaten at the areas provided and under no circumstances are to be consumed near the simulator.

8. Clothing

8.1. No muddy shoes or boots shall be worn inside the Studio.

8.2. Only trainers or soft spike golf shoes may be worn whilst using the Studio.

8.3. Golf clubs used within the facility must be clean to stop dirt from going onto the golf balls and marking the screen.

9. Code of Conduct

9.1. All users of the facility shall behave in a considerate manner towards our staff members and other users of the premises. We operate a zero-tolerance policy towards users who act in an abusive manner to the equipment or our staff. Any user who acts in an inconsiderate, abusive, or anti-social manner shall be asked to leave the premises immediately. No refund of allotted time will be given in this instance. We reserve the right to ban anyone who acts in such a manner from visiting the premises or using the facilities in the future.

9.2. Removing golf balls and/or any equipment that is the property of Forest Driving Range is strictly forbidden.

10. Acknowledgement and Agreement

10.1. Forest Driving Range Ltd reserves the right to terminate any booking or deny future access to the Studio and premises if You or your guests fail to adhere to these terms and conditions or engage in misconduct.

10.2. By completing a booking, You acknowledge that you have read, understood, and agreed to abide by these terms and conditions. Non-compliance may result in additional charges, liability under this agreement or denial of service.

11. Applicable Law and Jurisdiction

11.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Notwithstanding any provision within these Terms and Conditions, if any clause herein conflicts with or is rendered invalid by any applicable statutory, regulatory, or mandatory legal provision, the applicable law shall prevail.

11.2. Any dispute or controversy, or claim arising out of relating to these Terms and Conditions or the breach thereof shall be subject to the exclusive jurisdiction of the courts of England and Wales.

FOREST DRIVING RANGE LTD SAFETY RULES

Adherence to these safety rules is part of the Terms and Conditions and is a requirement of using the facilities and the Studio:

- A. Only swing a golf club on the designated hitting mats within the simulator bay. Never swing a golf club anywhere other than in the safety of the swing bays or markers.
- B. Shots must only be hit towards the screen and never in any other direction.
- C. We understand that mis-hit shots can happen from time to time. In the event that You accidentally strike a shot in an unintended direction, please notify our staff as soon as possible. We understand that this can happen and simply need to be notified to ensure we keep to ensure continued safety of the Studio and of all our guests.
- D. Before swinging a golf club, always be aware of your surroundings to ensure that no-one is standing or walking near your swing path.
- E. It is your responsibility to always maintain control of the golf club while you are swinging it. If you release the golf club from your hands at any time for any reason, whether accidentally or intentionally whilst at Forest Driving Range Ltd, you will be held 100% responsible for injury to others or damage to personal property. Therefore:
 - I. Always ensure that your hands are dry before you grip the golf club; and
 - II. We recommend that you use a golf glove. If you do not have a golf glove you may purchase one from Us.
 - III. When it is not your turn to swing, you must remain a safe distance away from the swing zone.
 - IV. Always remain alert for errant shots. If someone hits a shot that does not strike the screen first, the ball can travel out of the simulator area. Typically, the ball will be travelling at a low speed if it hits the padding but be aware that on errant shots a ball may sometimes exit the hitting area.
 - V. Shoes are required and closed toed shoes are recommended. Barefoot in the swing zone is not permitted. (See section 8 of the T's & C's).
- F. For the safety of everyone involved, please note that children under the age of 18 are not permitted to use the Studio without an adult 18 or over. Children under 18 remain

permitted to use the outside bays but must be under the direct supervision of an adult at all times while at Forest Driving Range Ltd.

- G. When bringing a child to the facility, it is your responsibility to maintain constant supervision and be vigilant of their whereabouts. Children may not fully comprehend the potential risks associated with golf swings in their vicinity. It is of utmost importance that you always remain aware of your child's location and ensure they maintain a safe distance from anyone engaged in swinging a golf club.
- H. A maximum of 4 players are permitted per bay/session.