



Terms and Conditions applicable to Ticket Holders at Holywell Bay Golf

Please read these terms and conditions carefully before submitting your application to us for a Ticket, as should your application for a Ticket be accepted by us, this document will form a legal agreement between us.

1. Introduction

1.1 In these Terms and Conditions, the following words have these meanings:

We/us/our means Holywell Bay Fun Park Limited, a company registered with company number 01363890 and having its registered office at 7 Sandy Court, Ashleigh Way, Langanage Business Park, Plymouth, Devon PL7 5JX.

You/your/Ticket Holder means the person aged over 18 named on the application form as applying for a Ticket, notwithstanding that the person with the benefit of the Ticket may be under 18 in the case of an application for a Child or Junior Ticket.

Ticket means a ticket to use the Golf Courses at Holywell Bay Golf.

Golf Courses means the Holywell Bay Golf Par 3 course and the Pitch and Putt Course at Holywell Bay Golf.

1.2 Your agreement is with Holywell Bay Fun Park Limited.

1.3 These terms and conditions form part of the agreement between you and Holywell Bay Fun Park Limited, together with the application form for a Ticket.

1.4 Please note that Holywell Bay Fun Park Limited is not affiliated in any way with the 'Holywell Bay Golf Club'. Holywell Bay Fun Park Limited will not pass details of its Ticket Holders to the Holywell Bay Golf Club. Should Ticket Holders wish to contact the Holywell Bay Golf Club, you will need to do so directly.

2 Commencement of the term of the Ticket

2.1 The decision to accept your application form shall be at the absolute discretion of Holywell Bay Fun Park Limited.

2.2 The term of a Ticket shall commence upon the date of acceptance of an application form by Holywell Bay Fun Park Limited, subject to the payment terms in clause 8 of these Terms and Conditions.

3 Types of Ticket

3.1 The types of Ticket that we offer are shown on the application form. By ticking the option boxes on the application form, you apply for a Ticket of the type and for the duration shown. Please note that only a person aged 18 or over may apply for a Ticket notwithstanding that the benefit of the Ticket may be for a person under the age of 18 depending on the Ticket type.

3.2. We reserve the right to verify, or require proof of, the information provided by you both pre-commencement of the term of the Ticket and at any time during the term of the Ticket, to

ensure that you or any person under age 18 for whom you have purchased a Ticket are eligible for the particular type of Ticket you have applied for in the application form. If you purchase a Ticket for which there is an age requirement, the individual with the benefit of the Ticket must meet the age requirement at the commencement of the term of the Ticket.

3.3 If your application is for a Joint Ticket, the Joint Ticket Holders are jointly and severally liable for all obligations of the Ticket Holders under these Terms and Conditions, notwithstanding that one of the Joint Ticket Holders may complete a direct debit form to make monthly payments for the Ticket under clause 8 of these Terms and Conditions.

4 Cards

4.1 All Ticket Holders will be issued with a Holywell Bay Golf Card ("Card") per Ticket upon acceptance of your application for a Ticket, which must be scanned at the Golf Shop during opening hours to be allowed entry to the Golf Courses.

4.2 Should a Ticket Holder lose their Card, a replacement is available from the golf shop on site at a cost of £10.00.

4.3 Cards are personal to the person with the benefit of the Ticket and must not be permitted by a Ticket Holder to be shared, lent or otherwise given to any other person to use.

4.4. Cards remain our property and must be returned to us promptly at the end of the term of the Ticket, howsoever the term ends.

4.5. When presenting the Card to the scanner in the Golf Shop this will indicate whether your Ticket is currently valid. If for any reason your Ticket is not valid the card will not permit entry to the courses and you will need to see a Golf Assistant and pay either your outstanding Ticket Holder fee or for the round of Golf prior to entering any course.

5 Benefits available to Ticket Holders

5.1 Ticket Holders are entitled to use of the Golf Courses during the term of their Ticket, subject to the applicable opening times and subject to the exclusions contained in these Terms and Conditions.

5.1 Ticket Holders may benefit from the additional benefits outlined in any Welcome Letter issued by us once your application for a Ticket is accepted, subject to availability and to the exclusions contained in any Welcome Letter.

6 Opening times

6.1 The usual opening hours and days during which access to the Golf Courses is permitted and the hours in which any facilities are available to Ticket Holders are on display in the golf shop on site and on our website- holywellbaygolf.co.uk. For the avoidance of doubt, the Golf Courses are not open on Christmas Day. Such opening hours and days are variable in the absolute discretion of Holywell Bay Fun Park Ltd without prior notice to Ticket Holders, although we will give reasonable notice of any variations where possible. No refunds or partial refunds will be due and payable to Ticket Holders due to any variation in opening hours or days.

6.2 No access is permitted to the Golf Courses by Ticket Holders outside of the opening hours or days in the interests of health and safety and any accessing or attempting to access the

Golf Courses outside of the opening hours or days will be considered to be a breach of these Terms and Conditions and dealt with in accordance with clause 11.

7 Fees for Tickets

7.1 The Fee for each type of Ticket, including the additional charge for direct debit payments, is shown on the application form to which these Terms and Conditions are annexed. Please note that our fees are subject to annual increase at our discretion which will apply on any renewal of your Ticket. Where clause 8.4 of these Terms and Conditions applies, we will provide you with 60 days' notice of our new fees.

7.2 The Fee is payable by you whether you make use of the Golf Courses or other benefits of being a Ticket Holder during the term of your Ticket, subject to the provisions of clause 10.4 in these Terms and Conditions.

7.3 Payment for a Child or Junior Ticket must be made by a person aged 18 or over.

8 Payment for Tickets

8.1 Tickets may be paid for either in full upon commencement of the term of the Ticket or by monthly payments in advance by direct debit.

8.2 If electing to pay for a Ticket by direct debit, you must complete a direct debit form when submitting your application form. Direct debit payments will be taken on either the 1st, 9th, 17th or 24th of each month.

8.3 If you elect to pay for a Ticket by direct debit, you agree that payments will be debited for the full duration of the Ticket. If you default on a monthly payment, without prejudice to our rights in clause 11 of these Terms and Conditions, we reserve the right to deny you access to the Golf Courses until all arrears have been settled.

8.4 If you elect to pay for an annual Ticket by direct debit, at the end of the first annual term your Ticket will automatically renew on a monthly basis, unless you provide us with 30 days' notice in writing that you do not wish to renew your Ticket. Automatic renewal will be at the increased Ticket fee (if applicable) in accordance with clause 7.1 of these Terms and Conditions.

8.5 It is your responsibility to cancel your direct debit payments once the last monthly payment has been made for the term of the Ticket.

9 Golf Rules

9.1 Ticket Holders must comply with any rules displayed in the golf shop on site or on the Golf Courses with regards to play and with the following:

9.1.1 No golf buggies or pushchairs are permitted on the Golf Courses;

9.1.2 No fancy dress costumes or camouflage wear is permitted to be worn on the Golf Courses;

9.1.3 Dogs must be kept on a lead and Ticket Holders must clear up any dog fouling;

9.1.4 No entry is permitted to the Golf Courses to anyone under the influence of alcohol or other substances;

9.1.5 All divets in the turf must be reasonably repaired by the Ticket Holder before moving on to the next hole on the Golf Courses;

9.1.6 Ticket Holders must sign in at the golf shop on site before entry to the Golf Courses;

9.1.7 Ticket Holders and their guests must behave in a courteous and considerate manner towards us, our employees and any other users of the Golf Courses.

9.2 Failure to comply with these rules may result in the Ticket Holder or their guests being asked to leave the Golf Courses and/or may result in the exercise of the termination provisions in clause 11 of these Terms and Conditions.

10 Suspension of a Ticket

10.1 You may apply to us in writing for a temporary suspension of a Ticket for a period of no longer than 1 month and subject to a minimum period of 1 month. Such application may be made no more than once during the term of a Ticket.

10.2 We will exercise our reasonable discretion in considering any application for suspension of a Ticket. There is no automatic right to a suspension of a Ticket.

10.3 Should we agree to suspend a ticket, the person with the benefit of the Ticket will not be permitted to use the Golf Courses during the period of suspension.

10.4 If you pay for a Ticket by monthly direct debit, payments will not be taken during any suspended period and will be reinstated automatically at the end of the suspended period. A period of time equivalent to any suspended period will be added to the end of the term of the Ticket which will be paid for by reinstating the monthly direct debit payments.

10.5 No refund will be made in respect of any suspended period to those Ticket Holders who pay for a Ticket in full prior to the commencement of the term of the Ticket. A period of time equivalent to any suspended period will be added to the end of the term of the Ticket.

11 Termination of a Ticket

11.1 We may terminate a Ticket by writing to you at the address provided in the application form in the event that:

11.1.1 The Ticket Holder is in breach of these Terms and Conditions, which in the reasonable opinion of Holywell Bay Fun Park Limited, is not capable of being remedied;

11.1.2 The Ticket Holder is in breach of these Terms and Conditions, which in the reasonable opinion of Holywell Bay Fun Park Limited is capable of being remedied but the Ticket Holder has failed to sufficiently remedy within 7 days of being notified of the breach and the remedy sought by Holywell Bay Fun Park;

11.1.3 Payment is not received by us for a Ticket when it falls due in accordance with clause 8 of these Terms and Conditions.

11.2 Should a Ticket be terminated by us in accordance with clause 11.1, the Ticket Holder will not be permitted any further use of the Golf Courses and must return their Card to us. No refund will be made in respect of any payments made for the Ticket nor for any unexpired part of the term of the Ticket.

11.3 We may terminate a Ticket without cause upon providing the Ticket Holder with one month's written notice to the address provided by you in the application form. In the event of termination in accordance with this clause, we shall refund the fee for the Ticket on a pro-rata basis for any unexpired part of the term of the Ticket within 7 days of termination.

11.4 A Ticket Holder is not permitted to cancel a Ticket during its term. Should a Ticket Holder choose not to use the Golf Courses during the term of a Ticket, no refund shall be due from us for any unused period.

12 Supervision of juniors

12.1 For reasons of safety and security, all children under the age of 14 must be accompanied by an adult at all times whilst using the Golf Courses or using any of the facilities on site.

13 Health and Safety

13.1 Ticket Holders must adhere to all signs, notices and information intended for your safety and the safety of others whilst using the Golf Courses.

13.2 Ticket Holders are responsible for ensuring that use of the Golf Courses will not adversely affect the health and physical condition of you or any person under the age of 18 for whom you have bought a Ticket. You acknowledge that our acceptance of you as a Ticket Holder is conditional on you obtaining appropriate medical advice as needed with regards to any exercise intended to be carried out on our site. You undertake to keep Holywell Bay Fun Park Limited and its employees free and harmless from any liability, damage, loss, cost, or expense which arises as a result of your breach of this condition.

14 Limitation of Liability

14.1 It is the Ticket Holder's responsibility to ensure that any personal items are not left unattended. Holywell Bay Fun Park Limited accepts no responsibility for loss or damage to property of Ticket Holders whilst on any part of our site.

14.2 If you suffer an accident whilst using the Golf Courses, you must promptly report details to a member of staff on duty. We do not accept liability for any accident or injury caused to you whilst on our site, other than that which arises as a result of our negligence or is otherwise incapable of exclusion by law.

14.3 Ticket Holders acknowledge that light and weather conditions may necessitate the closure or partial closure of the Golf Courses from time to time. For the avoidance of doubt, Holywell Bay Fun Park Limited shall not be liable to compensate Ticket Holders for any inability to use the Golf Courses due to light or weather conditions.

15 Personal data

15.1 For details on the personal data we collect from you and how we use and store this personal data, please refer to our privacy policy available on our website.