

Terms and Conditions - Functions & Events

Please read these terms carefully before confirming a function or event booking. By confirming a booking, the client acknowledges that they have read, understood and agreed to be bound by these terms. If the client books on behalf of another person, company or organisation, the client confirms that they have authority to do so and to bind that person or organisation to these terms.

The Golf Lounge, 1 Broadway, Newmarket, Auckland, supplies the venue, indoor golf simulator bays, TrackMan technology, food and beverage services and associated hospitality. Use of the venue and facilities during a function or event is governed by these terms.

1. Conditions of Entry & Attendance

- The majority of the group must arrive within 30 minutes of the confirmed booking time unless otherwise agreed in advance.
- The Golf Lounge may refuse entry to, or require the departure of, any person where reasonably necessary for safety, security, licensing compliance, protection of property or the reasonable enjoyment of other guests.
- Without limiting the above, entry or continued attendance may be refused to a guest who reasonably appears intoxicated; is under the influence of, or in possession of, illicit substances; fails to comply with these terms or staff instructions; behaves in an offensive, reckless, careless, disruptive or threatening manner; is reasonably considered a danger to themselves, others or property; or is dressed in a manner reasonably considered unsuitable for the venue.
- Service of alcohol is subject at all times to the Sale and Supply of Alcohol Act 2012, the conditions of The Golf Lounge's licence and the directions of the duty manager.
- If final guest numbers are materially below the capacity of the space reserved, The Golf Lounge may move the function to a smaller suitable area, provided the alternative space is of a reasonably equivalent standard and is appropriate for the confirmed guest numbers.

2. Participation Warning & Acknowledgement

- Golf simulator and related recreational activity involves inherent risks of personal injury, including to people observing play in or near a simulator bay. Participants and observers accept the ordinary risks associated with those activities.
- Golf balls and clubs can travel at high speed. All guests must comply with bay safety rules and staff instructions at all times. Serious or repeated breaches may result in immediate suspension or termination of simulator access without refund.
- Guests must not participate if impaired by alcohol, illicit drugs or medication to an extent that could affect their ability to swing a golf club or participate safely.
- The physical exertion involved in swinging a golf club may aggravate pre-existing medical or physical conditions. Guests should obtain appropriate professional advice if they are uncertain about their fitness to participate.
- In an emergency, The Golf Lounge may take such reasonable steps as it considers necessary to protect the health and safety of a guest, including contacting emergency services. Any costs associated with medical treatment or transportation remain the responsibility of the person receiving those services, except where otherwise required by law.
- To the maximum extent permitted by law, The Golf Lounge will not be liable for injury, loss or damage resulting from the inherent risks of golf simulator activities or from a guest's failure to comply with safety instructions. Nothing in these terms excludes or limits any liability or duty that cannot lawfully be excluded or limited, including obligations under the Health and Safety at Work Act 2015.

3. Booking, Confirmation & Payment

- Bookings are accepted on a first-come, first-served basis. A booking is not confirmed until the required payment has been received and The Golf Lounge has issued confirmation.
- Booking confirmation is made by full payment of venue, security, and equipment hire. Additional spend on food and beverage must be paid in full prior to or on the date of the booking.
- The client must check all booking details, including date, time, guest numbers, event space and any food, beverage or simulator requirements, and promptly notify The Golf Lounge of any error.

- A minimum spend may apply, as specified in the booking confirmation. Any minimum spend must be reached within the confirmed event hours and allocated event space. Any shortfall may be charged as venue or room hire at the conclusion of the event.
- All prices are in New Zealand Dollars and include GST unless expressly stated otherwise.
- Prices quoted remain subject to change until the booking is confirmed. Once confirmed, the agreed booking price will not change except where the client changes the booking, requests additional goods or services, or where an agreed variable charge applies.
- A credit card processing surcharge may apply to card transactions. Any surcharge will be disclosed before payment is processed.
- The Golf Lounge may make reasonable operational changes to the location or configuration of an event provided those changes do not materially reduce the facilities or services booked. The confirmed event time will not be materially changed without the client's agreement except where circumstances outside The Golf Lounge's reasonable control require it.

4. Cancellations

- Unless different cancellation terms are stated in the booking confirmation, cancellations made more than 7 days before the event will not incur a cancellation fee, except for any non-refundable third-party or specially ordered costs already incurred for the event.
- Cancellations made between 48 hours and 7 days before the event will incur a cancellation fee equal to 25% of the total confirmed booking value.
- Cancellations made within 48 hours of the event will incur a cancellation fee equal to 50% of the total confirmed booking value.
- Same-day cancellations and no-shows will incur a cancellation fee equal to 100% of the total confirmed booking value.
- For the purpose of this section, the total confirmed booking value includes venue or bay hire and any agreed minimum spend, together with non-refundable third-party or specially ordered costs specifically incurred for the event.
- Full payment for the function is due on or before the day of the booking unless otherwise agreed in writing.
- Where invoicing has been agreed in advance, the invoice must be paid no later than 48 hours before the booking unless different written payment terms have been approved by The Golf Lounge.

5. Food & Beverage

- All food and beverage pre-orders and final guest numbers must be provided, confirmed and paid for no later than 48 hours before the event unless otherwise agreed.
- No food or beverage may be brought into the venue by the client, guests or invitees without prior approval from The Golf Lounge. This restriction is intended to protect food safety, licensing compliance and the venue's hospitality standards.
- An externally sourced celebration cake may be permitted with prior approval. A cakeage fee of \$10 applies and includes reasonable access to plates, napkins and storage where available.
- The Golf Lounge does not accept responsibility for injury caused by the cutting or serving of an externally supplied cake except to the extent that liability cannot lawfully be excluded.

6. Decor & Venue Use

- Decorations, signage, displays or other items to be installed in the reserved area must be approved in advance by the Event Manager.
- The client must not attach anything to walls, screens, simulator equipment, ceilings, floors or other surfaces in a way that may cause damage.
- A security charge may apply where The Golf Lounge reasonably considers additional security necessary because of the nature, size or timing of the event. Any known security charge will be disclosed to the client in advance where practicable.
- Smoking, vaping and e-cigarette use are prohibited inside the building.

7. Simulator Safety Rules

- Only one active player is permitted in the hitting area at a time. All other guests must remain clear of the player's swing path.
- Golf balls must be hit only from the provided hitting mats. Running starts, trick shots, deliberate misuse of equipment and horseplay are prohibited.
- Players must aim at the projector screen. Deliberately striking walls, ceilings, side netting, TrackMan units, projectors or other equipment is prohibited.

- Only one golf ball may be hit at a time. Balls must be clean and suitable for simulator use. Marked, damaged or contaminated balls must not be used where they may damage screens or equipment.
- The client is responsible for damage caused by the reckless, deliberate or negligent conduct of the client or their guests. The Golf Lounge may recover the reasonable cost of repair or, where repair is not reasonably practicable, the reasonable replacement cost, taking account of the age and condition of the damaged property where appropriate.

8. Insurance, Loss & Damage

- The Golf Lounge will take reasonable care but does not accept responsibility for loss of, theft of or damage to personal property except to the extent liability cannot lawfully be excluded.
- Guests remain responsible for their own golf clubs, clothing, bags, electronic devices and other personal belongings.
- The client is responsible for loss or damage to the premises, equipment or other property caused by the client or their guests or invitees through deliberate, reckless or negligent conduct, including while entering or leaving the premises.
- Where hired or third-party equipment is provided for an event, the client is responsible for loss or damage caused by the client or their guests to the extent permitted by law.

9. Conduct

- The client must conduct the function in an orderly manner and comply with reasonable directions from The Golf Lounge management and staff and with all applicable laws.
- The client is responsible for the conduct of their guests and invitees.
- To the extent permitted by law, the client indemnifies The Golf Lounge against reasonable costs, expenses, loss and damage caused by the deliberate, reckless or negligent act or omission of the client or the client's guests or invitees.

10. Responsible Service of Alcohol

- The Golf Lounge operates in accordance with the Sale and Supply of Alcohol Act 2012 and the conditions of its licence.
- The Golf Lounge may refuse alcohol service, require a person to stop consuming alcohol, or require a person to leave the licensed premises where reasonably necessary to comply with the law, licence conditions, host responsibility obligations, safety requirements or staff directions.
- Decisions of the duty manager relating to alcohol service and licensing compliance are final.
- Management may close or restrict the bar where reasonably necessary for licensing, safety, operational or host responsibility reasons.

11. Media, CCTV & Marketing

- Guests acknowledge that CCTV and other security or operational cameras may operate at the venue for safety, security and operational purposes.
- The Golf Lounge may take photographs or video in public areas of the venue during functions for promotional purposes. A guest who does not wish to appear in promotional material should notify a staff member or the Event Manager. The Golf Lounge will take reasonable steps to respect that request.
- Photographs and video taken by clients or guests within the venue may be used for ordinary personal and social-media purposes, but must not be used for commercial production, advertising or third-party business sponsorship without The Golf Lounge's prior written consent.

12. Legal Rights & Business Transactions

- Nothing in these terms is intended to exclude, restrict or modify any right or remedy that cannot lawfully be excluded, restricted or modified.
- Where the client acquires the services for the purposes of a business and both The Golf Lounge and the client are in trade, the parties agree, to the maximum extent permitted by law, that the Consumer Guarantees Act 1993 will not apply to the supply.
- Where permitted by section 5D of the Fair Trading Act 1986, the parties also agree to contract out of sections 9, 12A, 13 and 14(1) of that Act in relation to the transaction. The parties acknowledge that, in the circumstances of a business-to-business transaction, it is fair and reasonable for them to be bound by this provision.

13. Our Right to Cancel or Suspend a Booking

- The Golf Lounge may cancel, suspend or terminate a booking if the venue, or a material part of it, is unavailable due to circumstances outside its reasonable control; the client becomes insolvent, bankrupt or enters liquidation or receivership; the proposed function is reasonably considered likely to cause material harm to the reputation, safety or

lawful operation of The Golf Lounge; required payments are not made by the due date; or the client materially breaches these terms.

- Where The Golf Lounge cancels for a reason attributable to the client, any refund will be subject to the cancellation provisions and any reasonable costs already incurred.
- Where The Golf Lounge is unable to provide the function because of circumstances outside its reasonable control, including fire, flood, natural disaster, utility failure, government restriction or other emergency, The Golf Lounge may offer to reschedule the booking or provide a credit. Where neither option is reasonably available, amounts paid for services not provided will be refunded, less any irrecoverable third-party costs specifically incurred for the event, to the extent permitted by law.

14. General

- Any waiver or variation of these terms must be agreed by The Golf Lounge in writing.
- If any provision of these terms is held to be invalid or unenforceable, the remaining provisions will continue in full force to the extent permitted by law.
- These terms are governed by New Zealand law and the parties submit to the jurisdiction of the New Zealand courts.
- If the booking confirmation contains specific terms that are inconsistent with these general terms, the specific terms in the booking confirmation will prevail to the extent of the inconsistency.

Booking Confirmation

By confirming the booking or making payment, the client agrees to these Terms and Conditions and any specific terms contained in the booking confirmation.

Version: September 2026