

Pitch.

MEMBERSHIP TERMS & CONDITIONS

1. INTRODUCTION AND DEFINITIONS: In these Rules “the Company” means Pitch Golf Dublin Ltd (and all of its subsidiary companies trading as Pitch) which provides the Club and its facilities for the benefit of the Members; “the Club” means “Pitch”; “Member” means a Club Member; “Rules” mean the terms and conditions of membership set out below. It is a condition of membership that Members agree to pay the fees referred to in Rule (2.) and agree to be bound by these Rules. These Rules may be revoked, altered or added to from time to time by the Company, without prior notification to Members. The Company has created these Rules for the mutual enjoyment of the Members and their guests. The enforcement of these Rules is for the good of all Members. No Member or guest will be judged on the basis of their race, gender, marital/civil partnership status, age, disability, religion or belief, colour, national origin or sexual orientation.

2. MEMBERSHIP AND FEE: Members must be at least 18 years of age. All membership contracts are 12 months. Members shall pay when applicable a non-refundable joining fee at the time of joining at the rate specified. Membership payments are payable upfront or where applicable in monthly installments. Payment of monthly membership can only be made by Direct Debit from an Irish bank account. Monthly instalments and additional monthly charges are debited between the 3rd – 6th (or next working day) of each calendar month depending on the Club. Members must keep the Club informed of their up-to-date contact details. All communications shall be presumed to have been received within 5 days of the postmarked date, or ‘sent’ date if via electronic mail (“email”). All membership fees are reviewed annually, members will be notified of any changes by email giving 1 full calendar months’ notice. The Company reserves the right to refuse a membership application from any applicant for any reason. Membership is non-transferable and non-refundable, unless there is written agreement to the contrary. If any monthly fees or charges incurred are not paid when they fall due, the Company reserves the right to temporarily refuse the member access to the Club until such time as full payment has been made. If any monthly fees or charges incurred are not paid within 30 days after they are due, the Club shall have the right to demand payment in full. If such amounts are not paid within 15 days after such demand, membership shall be terminated and the Club may pursue any rights it may have to recover the unpaid amount. The Club reserves the right to refer any missed payments to a debt collection agency and will charge you a fee, in respect of failed subscription payments and/or collection letters sent to you in respect of unpaid amounts. Upon termination of membership, no refund of any admin fee, monthly fees or other fees shall be issued. To re-join the Club after a termination of membership, any unpaid subscriptions must be cleared, a new membership agreement completed, non-refundable joining fee paid and the prevailing admin fee may be charged.

3. MEMBERSHIP CARDS (passes): Membership Cards will be digitally issued through our app. Membership cards or passes are issued depending on whichever package you purchased. In relation to corporate members, any additional names to the allocated amount must be requested and approved by Pitch Golf Dublin. Consent not to be unreasonably held. To avail of the member rights, an approved pass holder must be present, or where that is not possible, an additional approved name between the member and Pitch Golf Dublin. Pitch Dublin reserves the right to limit any request for additional named members.

4. GUEST ENTRY: Members may bring guests to the Club & All guests must be accompanied by an existing member at all times. All guests are required to register at the Concierge desk, showing valid ID .Members may bring a maximum of 7 guests per visit per pass, unless arrangements have been made in advance. All guests must be a minimum of 18 years of age. Members are responsible for ensuring that their guests are aware of, and adhere to, the Club Rules. The Company reserves the right to refuse admission to any guest without explanation.

5. USE OF FACILITIES AND SERVICES: Club opening hours are fixed by the Company and are subject to change without prior notice. The Company may at any time close the Club's premises or any part thereof, without notice, in order to; execute repairs, alterations, accommodate external events, re-decorations or otherwise, to facilitate Club programmes or on certain holidays. Only members of staff or a nominated 3rd party (the "Golf Professional") may provide professional golf coaching services within the Club ("Lessons"). Members are requested to arrive at the Club for Lessons or social bookings 5 minutes before the official start time. The Golf Professional may refuse entry if a Member arrives later than the start time, or may ask any Member to leave a Lesson if they feel theirs, or another's, safety or enjoyment is in jeopardy. The Company reserves the right to refuse entry to the Club's premises at its absolute discretion. It is the Member's or guest's responsibility to ensure that they are capable of undergoing any activity within the Club. All activities and treatments are pursued at the Member's own risk. Whilst every effort has been made to ensure the accuracy of the Lessons booking schedule, the management reserves the right to cancel or re-schedule lessons after booking and at short notice. The Lesson schedule may be amended during public holidays. Use of the Club's Academy and Clubhouse bays and other Club facilities is at the Member's or guest's own risk and under their own medical advice. Proper attire, as determined by the Company, must be worn in the Club. Members are requested to wear at all times appropriate clean footwear in the Club. Appropriate attire must be worn in the Clubhouse and Academy area. Footwear must be worn at all times. Pets are not allowed in the Club without the Company's prior approval. Smoking is not permitted anywhere in the Club. Only food and drink purchased from the Club should be consumed within the Club. No alcoholic beverages or drugs of any kind may be brought into the Club. Violation of this rule will result in immediate expulsion from the Club and may result in termination of membership. Members or guests shall not use the Club's facilities whilst heavily influenced by alcohol or under the influence of drugs. In the event they do so, this is entirely at their own risk. Mobile phones are allowed in the Clubs however Members cannot take photos or videos of other members in the Club and are asked to be considerate of other members when using a mobile phone. Be considerate of others; loud or abusive language will not be tolerated. Club property, including golf clubs, balls, tees etc., is provided by the Club as a courtesy to its Members during Club usage only. Removal of Club property from the premises may result in the termination of membership privileges and legal action. Member appointments for Lessons or social bookings that have been booked require 24 hours' notice when cancelling. If a Member fails to attend a lesson or social booking without providing such notice, the Club reserves the right to charge the full cost of the appointment. Members are required to leave bays clean and tidy. As a courtesy to other Members and for health and safety reasons, equipment needs to be replaced in the storage areas/golf bags provided. Any unused Lesson or Club credit, cannot be refunded. CCTV Closed circuit cameras operate throughout the Club (except in the changing areas) (see our Privacy Notice for more information). Any unlawful activity within the Club may be reviewed for possible legal action. Pitch reserve the right to restrict the number of consecutive hours a member can attend the club. No more than three hours on a particular day will be permitted.

6. LIABILITY: Neither the Club nor the Company will accept liability for any damage or loss to a Member's or guest's personal property brought into the Club's premises. All activities and treatments are taken at the Member's or guest's own risk. Neither the Club, the Company nor their servants and agents shall be liable for personal injury sustained by Members or their guests whilst on the Club's premises, except in so far as it can be proven that this relates to the wilful act, neglect or default of the Company or the Club or any servants or agents. Members or guests who suffer an accident or injury on the Club premises must report the accident or injury and the circumstances in which it occurred to the Club's management immediately following the accident or injury.

8. **MEMBER'S HEALTH AND SAFETY WARRANTY:** Members and guests must warrant and represent that they are in good physical condition and capable of engaging in exercise and notify a member of the Club management immediately in order that Member/guest notes and their Lesson programme can be updated or medical clearance obtained. If through injury or other reason, such as pregnancy, this is not the case, they must consult a doctor before engaging in exercise and that he/she knows of no medical or other reason why he/she is not able to engage in active or passive exercise and that such exercise would not be detrimental to his/her health, safety, comfort or physical condition. The Member shall not use any Club facilities whilst suffering from any infectious or contagious illness, disease or other ailment or whilst suffering from a physical ailment such as open cuts, abrasions, open sores or minor infections where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of other Members. We recommend that before using the Club you familiarise yourself with the fire exits and emergency routes in case of evacuation. Please note that employees are NOT required to "seek & search" the building. Therefore, it is the responsibility of each individual to follow the relevant instructions. Please note lifts will not be operational during an emergency evacuation.

9. **DATA PROTECTION:** Your data privacy and security are important to us. Please refer to our Privacy Notice which explains how we collect, store and handle your personal data.

10. **CANCELLATION OF MEMBERSHIP** (applicable to individual member: Membership cancellations must be received by the 1st of the last month of membership. For example, to cancel a membership expiring on 31st May, a cancellation form must be received on the 1st May, however if received on 2nd May both May and June will be due. Requests for cancellation must be made on a cancellation form available at the reception or can be emailed to you. You will receive an email confirmation within 2 working days – until you receive this email the cancellation will not be valid. Membership cannot be amended whilst in the notice period. Verbal instructions to amend or cancel a membership cannot be accepted, all requests must be in writing. Memberships can only be cancelled if subscription collection is active. Monthly fees and/or prepaid fees are not refundable. Ex-members wishing to re-join the Club will be asked to pay a joining fee plus any unpaid balance from the previous membership. Please do not send a cancellation form by post. Members wishing to transfer to a Club that is currently in pre-sale can only do so once the Club is open. They cannot join during pre-sale whilst already a member. The Company shall have the right to suspend or withdraw Club privileges or membership from any Member who, in their opinion, has abused privileges or conducted himself or herself in a manner deemed detrimental to the Club staff or its Members. Such expulsion or suspension shall become effective immediately and no reimbursement will be issued to such Member of the pro-rata portion of their unused monthly fees. There will be no refund of the joining fee. The Club management or a designee shall have complete charge of the Club whilst on duty. Members may be suspended or expelled from the Club immediately if they display conduct which is, or is likely to be in the sole opinion of the Company, injurious to the character of the Club or the interests of the Members and staff, or if they commit a serious or repeated breach of these Rules, in particular where amounts owing to the Company are unpaid. An expelled Member forfeits all the privileges of the membership and all rights against the Company. An expelled Member will not be entitled to any refund of their joining fee or subscription and must pay all amounts owed to the Company forthwith.

11. STANDARD COMPLAINTS PROCEDURE: Members and guests are encouraged to make any comment or complaint via email or through the website. Please ensure that all contact details are detailed in order that a member of the team can contact you accordingly to discuss. Should a Member or guest wish to discuss any issue in person they can also request to speak to the Club management who can be contacted by the Concierge. It is our aim that we respond within 48 hours of receiving a comment or complaint. All written and verbal complaints are discussed at the Club's management team meetings every week and tracked until resolved

12. CLUB VISIT RULES:

1. Practice, Lesson and social visits at our Clubs can be made through our app and online platforms.
2. Members are restricted in their use of the Club only by opening hours and their membership type;
3. Only one activity can be booked at the same chronological time, this includes Lessons/social visits;
4. If you change your mind, cancellation is available up until 24 hours before the start of the practice, Lesson or social visit. Late cancellation will be classified as a no-show;
5. If you fail to show for 3 bookings, your booking rights will be automatically suspended for the duration of 1 week.
6. This policy maximises the potential number of slots available to members.