

GOLFDAZE PTY LTD

EVENT BOOKING TERMS AND CONDITIONS

1. Definitions

In these Terms and Conditions:

"GolfDaze" means GolfDaze Pty Ltd, its directors, officers, employees, contractors, agents, successors and assigns.

"Client" means the person, organisation, company or entity making the booking and accepting these Terms and Conditions.

"Event" means the booking, function, activation, exhibition, tournament, corporate event, private event or other engagement for which GolfDaze has been retained.

"Equipment" includes but is not limited to mobile golf simulator units, trailers, vehicles, projectors, screens, computers, launch monitors, golf clubs, nets, electrical equipment, furniture, signage and associated accessories.

2. Acceptance of Terms

By paying a deposit, signing a quotation, accepting a proposal, or otherwise confirming a booking, the Client acknowledges and agrees to be legally bound by these Terms and Conditions.

These Terms and Conditions form part of every quotation, proposal, invoice and booking confirmation issued by GolfDaze.

3. Booking Confirmation

A booking shall not be deemed confirmed until:

- (a) GolfDaze has issued a written quotation, proposal or invoice; and
- (b) The Client has paid a non-refundable deposit equal to twenty-five percent (25%) of the total booking value.

GolfDaze reserves the right to decline or cancel any booking prior to receipt of the required deposit.

4. Payment Terms

4.1 Deposit

A deposit equal to twenty-five percent (25%) of the total booking fee is required to secure the booking date.

The deposit is non-refundable except where GolfDaze cancels the Event.

4.2 Final Payment

The remaining balance must be paid in full no later than fourteen (14) calendar days prior to the Event date.

4.3 Failure to Pay

Where payment has not been received by the due date, GolfDaze may:

- Suspend preparations for the Event;
- Refuse to attend the Event;
- Cancel the booking without liability;
- Retain any deposit previously paid.

The Client remains liable for any outstanding amounts due.

4.4 Interest and Recovery Costs

GolfDaze may charge interest on overdue amounts at the rate of 10% per annum calculated daily.

The Client shall indemnify GolfDaze for all costs incurred in recovering unpaid amounts, including legal fees, debt collection costs and administrative expenses.

5. Client Responsibilities

The Client warrants that:

- Adequate access is available for GolfDaze vehicles and equipment.
- The site is safe, level and suitable for operation.
- Required permissions, approvals and permits have been obtained.
- Power requirements have been disclosed where applicable.
- The venue complies with all applicable laws and regulations.

The Client is responsible for any additional costs arising from inadequate access, site conditions or undisclosed restrictions.

6. Equipment Use and Supervision

GolfDaze retains ownership of all Equipment at all times.

Participants must follow all instructions provided by GolfDaze staff.

GolfDaze reserves the right to remove any participant from the Equipment or Event if their conduct is considered unsafe, abusive, intoxicated or likely to cause damage.

GolfDaze may suspend operation immediately where safety concerns arise.

No refund shall be payable in such circumstances.

7. Damage and Loss

The Client shall be responsible for any loss, theft, damage or destruction of Equipment caused by:

- The Client;
- Guests;
- Attendees;
- Employees;
- Contractors;
- Agents of the Client.

The Client agrees to reimburse GolfDaze for all repair, replacement, transport and associated costs arising from such damage.

8. Cancellation Policy

8.1 Cancellation by Client

If the Client cancels:

More than 60 days before the Event

- Deposit forfeited.

31 to 60 days before the Event

- 50% of the total booking fee payable.

14 to 30 days before the Event

- 75% of the total booking fee payable.

Less than 14 days before the Event

- 100% of the total booking fee payable.

8.2 Cancellation by GolfDaze

GolfDaze reserves the right to cancel an Event due to:

- Safety concerns;
- Extreme weather;
- Equipment failure;
- Force majeure events;
- Circumstances beyond its reasonable control.

Where GolfDaze cancels, liability shall be limited to the return of monies paid.

9. Weather Policy

GolfDaze may determine, at its sole discretion, whether weather conditions make operation unsafe.

Unsafe conditions may include:

- High winds;
- Lightning;
- Heavy rain;
- Flooding;
- Extreme heat;
- Any condition presenting a safety risk.

GolfDaze may suspend, delay or terminate operations without liability where safety is compromised.

10. Limitation of Liability

To the fullest extent permitted by law:

GolfDaze shall not be liable for:

- Indirect loss;
- Consequential loss;
- Economic loss;
- Loss of profits;
- Loss of business opportunity;
- Personal property damage;
- Event interruption.

GolfDaze's total liability arising from any booking shall not exceed the total amount paid by the Client for that Event.

11. Indemnity

The Client indemnifies and holds harmless GolfDaze against all claims, demands, losses, damages, liabilities, costs and expenses arising from:

- The Client's breach of these Terms;
 - Venue-related issues;
 - Participant conduct;
 - Third-party claims arising from the Event.
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12. Force Majeure

GolfDaze shall not be liable for failure to perform where such failure results from circumstances beyond its reasonable control, including but not limited to:

- Natural disasters;
 - Fire;
 - Flood;
 - Pandemic;
 - Government restrictions;
 - Industrial disputes;
 - Transport disruptions;
 - Equipment supply delays.
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13. Photography and Marketing

Unless otherwise agreed in writing, GolfDaze may photograph or record the Event for promotional and marketing purposes.

The Client warrants it has obtained any necessary attendee consents.

14. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales, Australia.

The parties submit exclusively to the jurisdiction of the courts of New South Wales.

15. Entire Agreement

These Terms and Conditions constitute the entire agreement between the parties and supersede all prior discussions, negotiations, representations and agreements.

No variation shall be binding unless agreed in writing by GolfDaze Pty Ltd.

GolfDaze Pty Ltd

By paying the required deposit, the Client acknowledges that they have read, understood and agree to be bound by these Terms and Conditions.