

Terms of Use – Current 1/5/2024

Welcome to the Big Swing Golf. By using Big Swing Golf you are subject to the following terms of use, which we recommend you read carefully. Big Swing Golf may, from time to time, amend, update or change these Terms of Use without prior notice. These Terms of Use cannot be varied by any individual or entity, unless there has been a prior written agreement between that individual or entity and Big Swing Golf.

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Making a booking

Whilst all care is taken to ensure the booking availability is accurate, current and online, we are dependent on third party software. Big Swing Golf accepts no responsibility should the booking system not be available from time to time.

Should you need to change your booking, contact the appropriate Big Swing Golf venue. Change of bookings are permitted up to 4 hours prior to the booking time.

Should you not be able to make your booking time and choose not to re-book an alternative time, Big Swing Golf reserve the right to not refund the holding deposit.

While every effort is made to ensure all pricing is displayed. Big Swing Golf makes no guarantee that the price you have seen online is the correct price for your experience. If unsure, please confirm the price of your experience prior to your booking time.

Returns Policy - Products

We anticipate that the purchases our customers make will meet their expectations of quality, function and design. If, however, a customer should require an exchange or credit note (gift voucher), they must retain their sales receipt and present it to the venue.

Exchange or Refund is required

A customer can seek a refund under certain circumstances, commonly referred to as the right to repair, replacement or refund. Cases in which a refund would be in order include those where the goods:

- Has a fault the customer could not have known about at the time of purchase.
- Does not work in the way the customer was lead to believe it would work.
- Does not match the sample that they were shown.

You may offer to repair, exchange or provide a credit note/gift voucher for the goods subject to the agreement of the customer. If the goods are not repairable, you may be able to replace or refund the item. Some warranties are for replacement and not repair; for example, some electrical hand tool companies choose to have a replacement policy instead of repair. However, the customer does have a right to insist on a refund.

Therefore, we exchange or refund merchandise if the customer presents their receipt or Credit Card or EFTPOS voucher in any of the above circumstances.

You are legally entitled to offer to exchange the goods, or provide the customer with a gift voucher. However, in the above situations, if a customer is totally dissatisfied with the exchange option, a refund should be given in the form of payment that was initially tendered, as shown by their register receipt.

No Exchange or Refund Required

There is no legal responsibility to exchange or refund when:

- Customers have simply changed their minds about the goods
- Goods were damaged after the customer bought them. However, where goods are damaged because of a fault that was in the goods when they were purchased, an exchange or refund is in order as described above.

- A customer has no proof of purchase, i.e. the customer does not have his/her receipt. In this situation we will only exchange/refund where authorisation from the venue manager and/or franchisee is obtained, and:
- If the customer requests a refund, the refund should be given in the form of a gift voucher.
- If the customer does not have a receipt but you know that the merchandise was bought from a Big Swing Golf venue, an exchange or refund (in the form of a gift voucher) transaction can be undertaken.
- Without a receipt, customers must accept the price of the item on the day it is returned to the venue.
- Customers know, or should reasonably have known, about any faults when they bought the goods: for example, as seconds.

Gift Card & Gift Voucher Policy

These terms apply to all gift cards and electronic vouchers issued by or on behalf of Big Swing Golf Pty Ltd. By purchasing, redeeming or attempting to redeem a Gift Card, you agree to the following terms.

1. Redeemable for goods purchased online and at participating Big Swing Golf venues.
2. The Gift Card is valid for 12 months from date of issue.
3. Gift Cards are non-refundable and cannot be exchanged for cash. No change will be given. The Gift Card can be redeemed in whole or for part of a payment. Unredeemed values will remain on the E-Gift Card until card expiry or until redeemed, whichever occurs first. Any remaining balance will be cancelled on expiry of the validity period. The Gift Card should be treated like cash.
4. Big Swing Golf is not responsible for lost, stolen or damaged Gift Cards.
5. A predetermined value of \$20 - \$500 can be loaded onto a Big Swing Golf Gift Card. A maximum amount of \$500, and a total of \$500 per order per Gift Card purchase applies.
6. GST will not apply to the sale of an Gift Card, specifically the face value/loaded amount.
7. Once the Gift Card has been fully redeemed it cannot be reused.
8. This Gift Card can be used in conjunction with another form of payment such as cash & EFTPOS (in-venue only) or credit card to make up the full value of the purchase.
9. This Gift Card is not a cheque guarantee, credit or charge card.
10. Big Swing Golf reserves the right to amend the terms and conditions of the Gift Card at any time and to take appropriate actions, including the cancellation of the Gift Card if, at its discretion, it deems such action necessary.
11. Should Big Swing Golf suspect any fraud relating to an Gift Card, Big Swing Golf may refuse to redeem the Gift Card until Big Swing Golf is satisfied that no fraud has occurred.
12. Neither Big Swing Golf, nor the provider of the data, represents or guarantees, or accepts any liability whatsoever in respect of, the accuracy, currency or completeness of the Gift Card information. Big Swing Golf does not accept any liability for any delays, interruptions, errors, or omissions, however occurring (including as a result of negligence) in the collecting, recording, processing, storing or dissemination of this information.

COVID-19 Policy

There are no remaining government mandated COVID-19 measures. However, all Big Swing Golf venues will comply with relevant local, state or federal COVID-19 safety directives if this changes. These safety directives will be made available by personal request.

By accepting these terms and conditions you agree to comply with any COVID-19 related safety protocols.

Damages to Self or Property

Only one (1) person is permitted within each simulator while in use.

All children under 14 must be always supervised by a responsible adult. The adult is responsible for ensuring only one (1) person is within the simulator while in use.

Any children's games including but not limited to 'zombie dodgeball' may have multiple players within the simulator, but MUST be supervised by an accompanying adult and the use of hard sports equipment is prohibited.

Physical activity is involved in your experience, ensure you are prepared and aware of your surroundings. Big Swing Golf takes no responsibility for any personal injury attained before, during, or after your experience.

Big Swing Golf provides simulator hire and sports equipment hire as part of your booking. You and/ or your party will be financially liable should any equipment be damaged as part of your booking. This will be at the sole discretion of the franchisee.

If you are using your own equipment, take note of your surroundings as any equipment damaged will be at the responsibility of the equipment owner. Big Swing Golf takes no responsibility should your equipment be damaged during your booking.