



Terms and Conditions – Club Birdies

Version 20260927 — valid from 27 September 2026

1. Definitions and applicability

1.1 In these terms and conditions, the following definitions apply:

- **Birdies:** Birdies B.V., trading under the names Club Birdies and Restaurant Birdies, with its registered office at Pilotenstraat 41 (1059 CH) Amsterdam, the Netherlands, registered with the Dutch Chamber of Commerce under number 94780382.
- **Guest:** any natural person or legal entity that enters into an agreement with Birdies, makes use of the services of Birdies or is present in or on the premises of Birdies.
- **Booker:** the guest in whose name a reservation has been made.
- **Golf bay:** one of the hitting bays equipped with a golf simulator.
- **Equipment:** the golf clubs, balls and other items made available by Birdies.
- **Reservation value:** the total amount of a reservation based on the number of persons reserved and the menus and facilities selected, including VAT.

1.2 The Uniform Conditions for the Hospitality Industry (Uniforme Voorwaarden Horeca, UVH) apply to all agreements with Birdies. These terms and conditions supplement the UVH.

1.3 In the event of any conflict between these terms and conditions and the UVH, these terms and conditions shall prevail.

1.4 These terms and conditions and the UVH are made available to the guest before or at the time the agreement is concluded and can be consulted at clubbirdies.nl. By making a reservation or by making use of the services of Birdies, the guest accepts these terms and conditions and the UVH.

2. Reservations

2.1 Reservations can be made online, by telephone or by e-mail. A reservation is final once Birdies has confirmed it in writing or by e-mail.

2.2 For regular tables (1 to 7 persons), Birdies advises booking in good time. Without a reservation, availability cannot be guaranteed.

2.3 Group reservations of 8 persons or more are additionally subject to the provisions of article 3.

2.4 A reservation of a golf bay applies to the reserved time slot. In the event of late arrival, the remaining time of that slot remains available. An extension is only possible if the golf bay has not been reserved for the following slot.

2.5 A reservation of a golf bay can be changed or cancelled free of charge up to 24 hours before the start; any amounts already paid will be refunded in that case. In the event of cancellation within 24 hours before the start or a no-show, Birdies may withhold or charge up to 100% of the



reserved amount. This provision applies exclusively to golf bays and not to reservations of only a table in the restaurant. Golf bays that form part of a group reservation are governed by article 3.

3. Group reservations (8 persons or more)

3.1 Groups choose a set menu (lunch or dinner) in advance.

3.2 The final number of persons and any dietary requirements and allergies must be submitted in writing or by e-mail no later than 72 hours before the start.

3.3 A group reservation can be cancelled free of charge in writing or by e-mail up to 72 hours before the start. Any deposit already paid will be refunded in full in that case.

3.4 In the event of cancellation or a reduction in the number of persons within 72 hours before the start, or in the event of a no-show by the group or part of it, Birdies will charge up to 100% of the amount for the number of persons originally reserved.

3.5 Dietary requirements and allergies submitted after the 72-hour deadline cannot be guaranteed. Replacement or additional dishes will be charged on top of the menu price.

3.6 The booker is the point of contact for Birdies and is jointly and severally liable for the fulfilment of all obligations arising from the reservation, including payment and damage as referred to in article 10.

4. Allergens and dietary requirements

4.1 Birdies takes into account dietary requirements and allergies that have been reported no later than 72 hours before the start.

4.2 Birdies applies strict procedures to prevent cross-contamination. As allergens are handled in the kitchen, Birdies cannot guarantee the complete absence of allergens.

4.3 Guests must also report serious allergies to the service staff upon arrival and assess for themselves whether a dish is suitable for them.

5. House rules and conduct

5.1 Birdies is a hospitable, sporting environment. Guests are expected to behave respectfully towards staff and other guests.

5.2 Instructions given by staff must be followed.

5.3 Undesirable behaviour, aggression, discrimination or excessive alcohol consumption will not be tolerated and may result in immediate denial of access.

5.4 No alcohol is served to persons under the age of 18. Birdies may ask for valid proof of identity and may refuse or stop serving alcohol.

5.5 Children are welcome under the direct supervision of an adult.

5.6 Animals are not permitted on the premises, with the exception of certified assistance dogs.



5.7 In the event of denial of access or removal from the premises under articles 5, 6 or 7, there is no right to a refund of amounts already paid, including any deposit, for the part of the visit not enjoyed, and outstanding invoices remain payable in full.

6. Drugs policy (zero tolerance)

6.1 The possession, use and trading of narcotics, both soft and hard drugs, on the grounds and in the buildings of Birdies is prohibited.

6.2 In the event of an established or reasonably suspected violation, the guest concerned will be removed from the premises immediately. If the violation can be attributed to the group as a whole, the entire group may be removed. Article 5.7 applies.

6.3 Birdies will report serious violations to the police.

7. Use of the golf bays

7.1 Birdies has 12 golf bays, which are available by reservation only.

7.2 The golf bays and the equipment must be used in accordance with their intended purpose, exclusively within the designated zone and in compliance with the safety instructions and the instructions given by staff.

7.3 The consumption of alcohol on and around the golf bays is permitted, provided this is done in moderation and in keeping with a sporting environment. Birdies may deny access to a golf bay if, in the opinion of the staff, alcohol consumption poses a safety risk.

7.4 Reckless use of the golf bays or the equipment will result in immediate termination of use and may result in removal from the premises. Article 5.7 applies. This is without prejudice to the right of Birdies to recover damage under article 10.

7.5 The use of your own golf clubs is permitted. Birdies is not liable for damage to or loss of equipment brought by the guest.

7.6 Camera surveillance is in operation in and around the golf bays for the purposes of safety and the assessment of damage. Footage is processed in accordance with the privacy statement of Birdies, available at clubbirdies.nl/privacy.

8. Payment and cancellation

8.1 All prices are stated in euros and include VAT.

8.2 Payment is made on the premises, in cash or by debit or credit card, unless otherwise agreed in writing.

8.3 For groups of 20 persons or more, payment by invoice afterwards is possible, solely after prior consultation and with the express consent of Birdies. Invoices are payable within 14 days of the invoice date.



8.4 For group reservations with a reservation value of € 1,500 or more, a deposit of 25% of the reservation value applies. By way of derogation, for group reservations taking place in the months of October, November and December, a deposit of 50% of the reservation value applies for reservation values of € 1,000 or more.

8.5 The deposit must be paid within 14 days of the confirmation and in any event before the start. As long as the deposit has not been received, Birdies may cancel the reservation. The deposit will be set off against the final bill or, in the cases referred to in article 3.4, against the amount due under that article. In the event of timely cancellation in accordance with article 3.3, the deposit will be refunded in full.

8.6 In the event of late payment, the guest shall, after a reminder granting a payment term of fourteen days, owe statutory interest and extrajudicial collection costs in accordance with the applicable statutory rules.

8.7 Each gift voucher states a date of issue and an expiry date. The period of validity is at least two years from the date of issue. Within that period, the voucher can be redeemed for the amount or package stated on it.

8.8 Gift vouchers cannot be exchanged for cash and are non-refundable. Any remaining balance can be used during a subsequent visit within the period of validity. In the event of loss or theft of a gift voucher, no replacement or refund will be given.

8.9 The Birdies Card is a lesson card for golf lessons given by the C.B. Golf Academy. The number of lessons, the amount paid and the expiry date are stated on the card or in the confirmation. The card is valid for 24 months from the date of purchase, is issued in the holder's name and is non-transferable.

8.10 A scheduled lesson that is not cancelled at least 24 hours in advance is deemed to have been taken and will be deducted from the card. In the event of loss or theft of the card, the remaining number of lessons is retained; Birdies determines this on the basis of its own records.

8.11 The guest may terminate the agreement for the remaining lessons at any time. In that case, the lessons already taken will be charged at the rate for individual lessons applicable at the time the card was purchased. Any amount the guest has paid in excess of that settlement will be refunded within 14 days.

9. Memberships (Birdies Club)

9.1 In this article, the following definitions apply: Member: the guest who has entered into a membership with Birdies. Membership: the agreement under which the member may use the golf bays within the designated hours in return for a periodic fee. Member portal: the secure environment in which the member makes reservations, manages their details and may cancel. Off-peak hours: the time slots per weekday determined by Birdies during which the membership applies.



9.2 Registration takes place via the member portal. A registration is not concluded automatically: Birdies assesses every registration and may refuse it without stating reasons. Following approval, the member receives a confirmation by e-mail stating the chosen membership type, the periodic fee, the minimum term and the applicable version of these terms and conditions.

9.3 The membership is concluded at the moment the first instalment has been paid. Until that payment has been received, no right to use the golf bays arises and Birdies may withdraw its approval.

9.4 Birdies offers various membership types, which differ in price, in the number of persons the member may bring within their reservation, and in term. The current types and rates are stated on clubbirdies.nl and in the member portal. The type and rate stated in the confirmation referred to in article 9.2 apply to the member.

9.5 The membership entitles the member to reserve a golf bay within the off-peak hours, up to a daily allowance determined by Birdies and subject to a minimum reservation duration determined by Birdies. The reservation must end within the off-peak time slot. The member may have a number of reservations open at the same time as determined by Birdies and may book a limited number of days ahead. The current values are stated in the member portal and apply from the moment they are published there.

9.6 Outside the off-peak hours, the member may reserve at the regular rate then applicable. The membership confers no entitlement and no discount in respect thereof, unless expressly stated otherwise for the membership type concerned.

9.7 Birdies may designate days on which the membership does not apply, such as public holidays and days on which the golf bays have been reserved for an event. Such days are stated in advance in the member portal. On those days the member may reserve at the regular rate.

9.8 Birdies may require the member to place a recent photograph of themselves in the member portal before they can make reservations. The photograph serves solely to identify the member on arrival at the golf bay and is processed in accordance with the privacy statement of Birdies, available at clubbirdies.nl/privacy.

9.9 A reservation within the membership may be cancelled free of charge via the member portal up to a period before the start determined by Birdies. That period is stated in the member portal. In the event of cancellation after that period, or of failure to attend, the reservation is deemed to have been used and the reserved time is deducted from the member's allowance.

9.10 If the member repeatedly fails to attend a reservation within a period determined by Birdies, Birdies may suspend the right to make reservations via the member portal for a fixed period. The membership and the payment obligation continue in that case. The applicable numbers and periods are stated in the member portal.



9.11 The first instalment is paid through the payment environment of Birdies. By making that payment, the member also grants a recurring SEPA direct debit mandate for the subsequent instalments. Subsequent instalments are collected automatically in advance. Birdies announces a direct debit by e-mail a number of days in advance; the absence of such an announcement does not affect the payment obligation.

9.12 If a direct debit fails, it is repeated a number of times in accordance with the terms of the payment service provider of Birdies. If the direct debit still does not succeed, the mandate lapses and Birdies may suspend use of the membership until the outstanding instalment has been paid. The payment obligation for the remainder of the minimum term continues to exist. Article 8.6 applies.

9.13 The membership is entered into for the minimum term stated in the confirmation. On expiry of that term, the membership is tacitly continued for an indefinite period and the member may cancel at any time, subject to a notice period of no more than one month. Cancellation takes place via the member portal and is not subject to any formality more onerous than the manner in which the membership was entered into.

9.14 Upon cancellation, the member retains access up to and including the end of the period for which they have paid. Instalments already paid are not refunded. Cancellation within the minimum term does not affect the payment obligation for that term.

9.15 A membership type with a predetermined number of instalments, such as a trial membership, ends by operation of law after the final instalment. No cancellation is required and no further direct debit takes place thereafter. Such a type is granted exclusively by Birdies and cannot be selected via the public registration form.

9.16 Birdies may amend the rates of a membership. An amendment is announced by e-mail at least one month before the effective date. An increase in the rate within the minimum term entitles the member to cancel the membership with effect from the effective date of the amendment. This does not apply to amendments arising directly from a statutory measure, such as a change in the VAT rate.

9.17 The membership is personal, is held in the member's name and is not transferable. The member reserves solely for their own use. Misuse, including making reservations on a structural basis for the benefit of third parties, entitles Birdies to terminate the membership with immediate effect. Article 5.7 applies.

9.18 Birdies may terminate the membership with immediate effect if the member acts in breach of articles 5, 6 or 7. Article 5.7 applies in that case; instalments already paid are not refunded.

9.19 Articles 2.4, 7 and 10 apply mutatis mutandis to the reservation of a golf bay within the membership. Article 2.5 does not apply; article 9.9 governs cancellation within the membership.



10. Liability and damage

10.1 Birdies is not liable for the loss, theft or damage of guests' personal property, unless caused by intent or deliberate recklessness on the part of Birdies.

10.2 Birdies is not liable for injury or damage resulting from improper use of the facilities or the equipment, from failure to follow safety instructions or instructions given by staff, or from any other circumstance attributable to the guest. Liability for damage resulting from intent or deliberate recklessness on the part of Birdies, and liability for death or personal injury, is not excluded or limited.

10.3 The guest is liable for damage to or loss of property of Birdies, including the fittings of the golf bays, projection screens, projectors, measuring equipment, nets and mats, as well as the equipment made available. This does not apply insofar as the damage is the result of normal use or normal wear and tear, or the guest demonstrates that the damage cannot be attributed to them.

10.4 Damage is assessed on the basis of the actual repair or replacement costs, taking into account the age and condition of the damaged item. Damage must be reported immediately upon discovery and, where possible, recorded jointly on the spot.

10.5 The booker is jointly and severally liable for damage caused by the participants in their reservation. Participants under the age of 18 use the golf bays under the responsibility of an adult supervisor.

11. Complaints, amendments and applicable law

11.1 The UVH and these terms and conditions are available for inspection at Birdies, can be consulted at clubbirdies.nl and will be sent free of charge upon request. The current UVH can also be downloaded from www.khn.nl/kennis/uniforme-voorwaarden-horeca-nederlands.

11.2 Complaints should preferably be reported immediately on the spot, so that Birdies can resolve them. A complaint that has not been resolved on the spot must be submitted in writing or by e-mail to info@clubbirdies.nl within 14 days of the visit. Birdies will respond within 14 days of receipt.

11.3 Birdies may amend these terms and conditions. A reservation that has already been confirmed remains subject to the version that applied at the time of confirmation.

11.4 All agreements with Birdies are governed by Dutch law. Disputes will be submitted to the competent court in the district in which Birdies has its registered office, without prejudice to the right of a consumer to opt, within one month after this provision has been invoked, for the court that has jurisdiction under the law.

11.5 These terms and conditions have been drawn up in Dutch. Translations are provided for information purposes only. In the event of any discrepancy between the Dutch text and a translation, the Dutch text shall prevail.