

Yarra Bend Golf Junior School Holiday Program

Terms & Conditions

By purchasing a ticket for or attending the facilities at Yarra Bend Golf, the customer agrees to be bound by the terms and conditions herein.

Yarra Bend Golf
Yarra Bend Rd, Fairfield
Melbourne, Australia
(P) (03) 9481 3729
(E) golf@yarrabendgolf.com

Definitions

- 1.1 "Yarra Bend Golf School Holiday Program" means Pure Golf Academy Pty Ltd, trading as Yarra Bend Golf and its directors and employees as the supplier of Services.
- 1.2 "Expert Instructor" means an Independent Contractor or an employee of Yarra Bend Golf who has been engaged by Yarra Bend Golf, to perform the *Services* with due skill and care, in accordance with such professional competence, proficiency, diligence and integrity as is reasonably and ordinarily to be expected from a PGA professional or physical development expert with experience in facilitating golf development programs for junior golfers.
- 1.3 "Services" includes but is not limited to confirming participant attendance, facilitating junior golf lessons, liaising with guardians, selecting golf practice areas and any other associated sporting activities or related pursuits.
- 1.4 "Guardian" is a person who has the legal right and responsibility of taking care of the dependent enrolled in the Yarra Bend Golf School Holiday Program. By purchasing a ticket, the customer warrants that they are the legal guardian of the participant.
- 1.5 "Dependent" means the participant who has been enrolled in the Yarra Bend Golf School Holiday Program by their Guardian.

Agreement

2 Risk Warning

Playing (including practising) the game of golf and being in the vicinity of it has its risks — and by signing this agreement you accept all the inherent and obvious risks from being on the Yarra Bend Golf grounds, and voluntarily assume all of those risks, whether or not described in this agreement. You acknowledge and agree that such risks include (but are not limited to) -

- a) Being hit by a golf ball or other golf equipment.
- b) Slipping and/or falling on a wet or slippery surface.
- c) Being injured by falling tree limbs or other flying debris.
- d) Being exposed to the sun, rain, wind or storm without any protection from the elements.

3 Australian Consumer Law Warranty

3.1 Our goods and services come with guarantees that cannot be excluded under Australian consumer law. You are entitled to a refund or replacement for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

4 Terms

- 4.1 Dependents must be in good health and free from any adverse medical conditions. By entering this agreement, the guardian warrants that the dependent is healthy and physically able to engage in golf and other related recreational activities.
- 4.2 Bookings are to be made via TryBooking.com, or any other ticket agency nominated by Yarra Bend Golf from time to time.
- 4.3 Payment must be made at the time of registration to secure a place in the program. Bookings and payments will not be accepted over the phone or in-store.
- 4.4 Should a participant require their session to be rescheduled or cancelled, the following notice is required.
 - a) Minimum of 48 hours' notice is required to receive a full ticket refund

- b) Minimum of 24 hours' notice is required to receive a credit note. A credit note cannot be sold, transferred, or used for any purpose other than to secure a place in the Yarra Bend Junior School Holiday Program.
- c) Should a participant provide less than 24 hours' notice, their session will be forfeited, and the ticket is non-refundable.

4.5 Yarra Bend Golf reserves the right to cancel any classes at its unfettered discretion. The guardian will be notified of changes to class times or days, using a suitable means of notification as determined by Yarra Bend Golf. Yarra Bend Golf will endeavour to provide reasonable notice if a class is to be rescheduled. The circumstances that may give rise to a class being rescheduled, include but are not limited to:

- a) Inclement weather
- b) An expert instructor is unable to facilitate the session due to unforeseen circumstances
- c) Forced closure due to government direction/orders.

4.6 In the event a class is cancelled, guardians will be contacted with alternative session times. A full refund will be given if the dependent cannot attend the rescheduled class.

5 Yarra Bend Golf is not liable for participants' personal belongings. We strongly encourage participants not to bring any valuables to the Junior School Holiday Program, as we cannot guarantee their safe return if lost/misplaced.

6 Expert Instructors are independent contractors engaged by Yarra Bend Golf for their expertise in delivering golf tuition and/ or expertise in physical development. Yarra Bend Golf warrants that all coaches hold a valid Working with Children accreditation.

All Junior Program enquiries are to be directed to juniorprogram@yarrabendgolf.com

