

Terms and Conditions for Use of the Yarra Bend Golf Driving Range

Valid From 1 February 2024

1. General Information:

1.1. The Primary Driving Range Building, BannLynchMcDade Teaching Facility, *Open-Air Grass Tee* along with the *Undercover Bays* behind the Open-Air Grass Tee at Yarra Bend Golf (hereinafter referred to as "the facility") are intended for the recreational use of Yarra Bend Golf Customers and Members.

2. Casual Users and Members:

2.1. A casual user is defined as any customer, spectator or person without a valid 365UNCAPPED Driving Range Membership, who enters the facility.

2.2. A member is defined as a customer with an active and valid 365UNCAPPED Membership, which is non-transferable.

2.3. Membership fees, if applicable, must be paid in full before access to the facility is granted.

3. Open-Air Grass Tee Area and Undercover Bays:

3.1. The facility includes the Primary Driving Range Building, BannLynchMcDade Teaching Facility, the Open-Air Bays nearest to Yarra Bend Road and the Open-Air Grass Tee and Undercover Bays with synthetic mats.

3.2. Either the Open-Air Grass Tee or the undercover bays behind the Open-Air Grass Tee area will operate at any given time, as determined by Yarra Bend Golf.

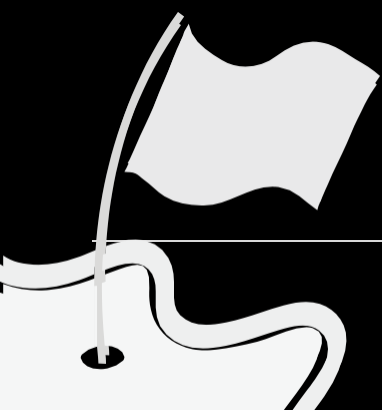
3.3. Users must register at the Yarra Bend Pro Shop to access the Open-Air Grass Tee and will be provided with a yellow bucket to signify valid access.

4. Code of Conduct:

4.1. Users are expected to adhere to a high standard of conduct.

4.2. Respect for fellow users, staff, and the facility's property is mandatory.

4.3. Inappropriate behaviour, including offensive language, harassment, or vandalism, may result in expulsion or membership or revocation of facility access.



5. Hours of Operation:

- 5.1. The facility operates during specified hours, subject to change.
- 5.2. Users must vacate the premises promptly at closing time or as instructed by Yarra Bend Golf staff.

6. Booking and Reservation:

- 6.1. Bookings may be required, available on a first-come, first-served basis.
- 6.2. No-shows or late arrivals may result in the forfeiture of the reserved time.

7. Safety Regulations and Restrictions:

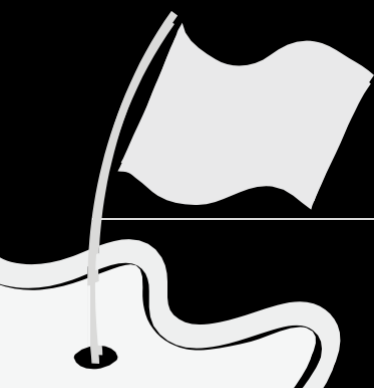
- 7.1. Adherence to stringent safety regulations is mandatory for all users.
- 7.2. The use of clubs or equipment in a manner that endangers others or damages property is strictly prohibited.
- 7.3. Golf club swinging is restricted to the designated swing area outlined by Yarra Bend Golf.
- 7.4. Maintaining a minimum distance of 3 meters between users and others is required at all times.
- 7.5. Standing in front of the assigned hitting bay or entering the driving range outfield is strictly forbidden.
- 7.6. Providing golf teaching services without explicit approval from Yarra Bend Golf is strictly prohibited and will lead to a permanent revocation of facility access.
- 7.7. Hitting golf shots over any of the fence boundaries of the driving range is strictly prohibited and may result in a permanent revocation of facility access.
- 7.8. Deliberately aiming to hit golf balls into the driving range ball collection vehicle is strictly prohibited.

Equipment:

- 8.1. Users must bring their own golf clubs or hire equipment from the Yarra Bend Golf Pro Shop.
- 8.2. The use of damaged or defective equipment posing safety risks is not permitted.
- 8.3 Property of Yarra Bend Golf, including but not limited to driving range golf balls must not be removed from the facility under any circumstances. Failure to comply with this requirement may lead to membership termination or the revocation of facility access.

8. Weather Conditions:

- 9.1. The facility may close in adverse weather conditions for safety.
- 9.2. Refunds or rain checks will not be provided for weather-related closures.



9. Fees and Payments:

10.1. All facility usage fees must be paid in advance.

10.2. Refunds will not be issued for unused portions of facility access.

10. Liability

11.1. To the maximum extent permitted by law, Yarra Bend Golf, its directors, officers and employees are not liable (whether in contract, tort including negligence, under statute or otherwise) for any loss, liability, cost, damage, expense or claim (including loss of profit or revenue, loss of use, legal costs and defence or settlement costs) arising under or in connection with the use of the golf course, driving range, adventure golf, or any other goods or services or amenities provided by or on behalf of Yarra Bend Golf.

Yarra Bend Golf's liability for a guarantee or warranty implied by law or otherwise, and which cannot be excluded, is limited to the maximum extent the law allows to the replacement, re- supply or repair of the relevant goods or services.

Yarra Bend Golf will not be held responsible for any damages to, loss or theft of a member's personal property.

Australian Consumer Law Warranty

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.

11. Risk

Playing (including practising) the game of golf and being in the vicinity of it has its risks — utilising the facility you accept all of 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.

By using the Open-Air Grass Tee and/or Undercover Synthetic Bays, users agree to abide by these terms and conditions. Failure to comply may result in expulsion from the facility and/or potential legal action.

Yarra Bend Golf means Pure Golf Academy Pty Ltd, ACN 070 833 742, ABN 347 410 568

