

Terms and Conditions for Short Game Use

Valid From 1 February 2024

1. General Information:

1.1. The Short Game practise area (hereinafter referred to as "the facility") is intended for the recreational use of Yarra Bend Golf Customers, Members and BannLynchMcDade Instructors and their coaching clients.

2. Casual Users, Members and Coaching Clients:

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.

2.4 A coaching client must be accompanied by a BannLynchMcDade and be using the area as part of the lesson for which they have paid for in advance.

3. 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.

4. Hours of Operation:

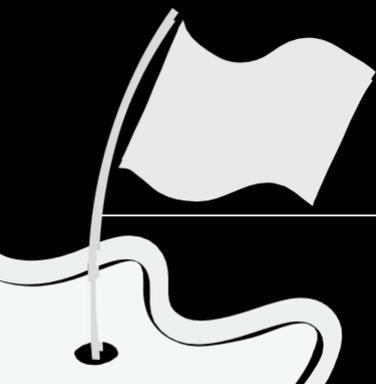
5.1. The facility operates during specified hours, subject to change.

5.2. Users must vacate the premises promptly at closing time or as instructed by Yarra Bend Golf staff.

5. Booking and Reservation:

6.1. Bookings are 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.



6. Safety Regulations:

- 6.1. Users must comply with strict safety regulations.
- 6.2. The use of clubs or equipment in a manner that endangers others or damages property is strictly prohibited.
- 6.3. Users must ensure that they avoid hitting a golf shot of any distance in the direction of another person.
- 6.4. Users must maintain a minimum of 3 meters between themselves and others.
- 6.5 Bunker shots can only be played to the orange flag/s.

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.

7. 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.

8. 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.

9. 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.



10. Risk

Playing (including practising) the game of golf and being in the vicinity of it has its risks — and by entering 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

