

Yarra Bend Golf – Gateway to Golf Clinic

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.

Definitions

- 1.1 Yarra Bend “Gateway to Golf” 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 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.
- 1.3 “Services” includes but is not limited to confirming participant attendance, facilitating beginner clinics, liaising with student, 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 ‘Gateway to Golf’ beginner clinic, 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 ‘Gateway to Golf’ clinic 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

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.

- 4.1 Participant must be in good health and free from any adverse medical conditions. By entering this agreement, the participant warrants that they are 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 Yarra Bend Golf will make every endeavour to run classes in accordance with the published program schedule. Notwithstanding, Yarra Bend Golf reserves the right to vary any class, coach or the term schedule. In such circumstances, Yarra Bend Golf will provide a substitute of equal standing. Should a class be cancelled by Yarra Bend Golf, any participant enrolled in that class will be contacted and an alternative class date/time, credit or pro rata refund will be provided.
- 4.5 Yarra Bend Golf will not provide refunds for participants cancellations, withdrawals, or missed classes. Participants are not entitled to a 'make-up' if they miss any class they are enrolled in. Participants are not permitted to move to a different clinic if their personal schedule changes.
- 5 Yarra Bend Golf is not liable for participants' personal belongings. We strongly encourage participants not to bring any valuables to the Yarra Bend Golf 'Gateway to Golf' Program.

- 6 All 'Gateway to Golf' coaches are fully qualified PGA professionals or competent fitness professionals.
- 7 The participant is responsible for providing full and correct contact information upon signup to ensure coaches or Yarra Bend Golf employees can be in contact where necessary.
- 9 Yarra Bend Golf reserves the right to cancel or merge any class that does not reach the required occupancy as determined by Yarra Bend Golf. A full refund will be provided should a class be cancelled due to the class occupancy.
- 10 Cash will not be accepted in the Pro Shop. All purchases must be paid for via EFTPOS.

All 'Gateway to Golf' Program enquiries are to be directed to events@yarrabendgolf.com
yarrabendgolf.com