

## Terms and Conditions

Valid From 1 July 2021

*Member Terms and Conditions ensure that Yarra Bend Golf is able to provide a safe and fair environment for members, patrons and staff. By signing this agreement, you agree to abide by the terms and conditions herein.*

*On occasion, Yarra Bend Golf may amend these terms and conditions to reflect changes in legislation or for other reasons. Members will be notified of changes to the terms and conditions, using a suitable means of notification, as determined by Yarra Bend Golf.*

### 1. Introduction

By signing these terms and conditions, which constitute an agreement between you and Yarra Bend Golf (and is referred to as "this agreement"), you acknowledge and agree:

- a) you have received a copy of the terms and conditions and agree to abide by the conditions stipulated within this agreement, as amended from time to time.
- a) you understand that conditions within this agreement also relate to your authority to Ezidebt Pty Ltd or another debiting entity nominated by Yarra Bend Golf from time to time to directly debit the nominated bank account or credit card for any instalments or fees due under the terms and conditions of this agreements and agreement of the debiting entity.

### 2. Membership Purchase

- a) Upon receipt of a Membership application, Yarra Bend Golf will send email correspondence to confirm the membership request has been received.
- b) Successful applicants will receive a membership pack, including a unique member card, which will be available for collection from the Yarra Bend Golf Pro Shop.
- c) It is a requirement for all members to have their photo taken for their member profile. Members will be required to present their membership card to pro shop staff to establish proof of identity when receiving driving range golf balls.

### 3. Membership Activation

- a) Your membership start day will commence on the day your membership card is activated.
- b) New and renewing memberships may take up to 2 business days to set up.

## Membership Term

### 4.1 General

This agreement will apply for the Minimum Term, with an option for both parties to agree to a subsequent term.

- a) The Minimum Term is 12 months from the activation date.

### 4.3 Subsequent Term

- a) This agreement will expire at the end of the Minimum Term, unless both parties agree to a subsequent term in writing prior to the expiration of the Minimum Term. If both parties agree to a subsequent term, the agreement will continue for the further agreed period starting on the day after the expiry date of the preceding term.
- b) The terms and conditions of the Minimum Term will remain in full effect for any subsequent term(s).
- c) Yarra Bend Golf may vary the membership fees payable before the commencement of any subsequent terms.

## 5. Conduct at Yarra Bend Golf

### 5.1 Entry

To provide a safe and enjoyable environment for patrons and employees, Yarra Bend Golf has a zero tolerance to unacceptable behaviour. Entry may be refused and / or you may have your membership suspended or revoked if you engage in any of the following behaviours:

- a) you use aggressive, threatening, bullying or vulgar language or act in a threatening way or in a way which would be a breach of another person's human rights (e.g. racist or sexist comments or actions) while on or near the Yarra Bend Golf premises; or
- b) you behave in another way that is reasonably considered by Yarra Bend Golf to be seriously inappropriate.

5.2 Alcoholic beverages may not be taken into or from the Yarra Bend Golf grounds or premises. Alcohol purchased on site must be consumed within the designated licensed area.

5.3 Smoking is only permitted in designated areas.

### 6. Disputes and allegations of Misconduct

6.1 Allegations regarding inappropriate member behaviour will be investigated by Yarra Bend Golf's General Manager or a delegate who is authorised by the General Manager.

- a) Depending on the nature of the conduct, a member may have their rights suspended summarily pending an investigation.
- b) If after an investigation the General Manager or delegate is satisfied that the claims of inappropriate behaviour have been substantiated on the balance of probabilities, the General Manager (or delegate), at their unfettered discretion, may do one or more of the following:
  - i. terminate the Member's membership
  - ii. suspend the Member as a Member for a period deemed appropriate
  - iii. reprimand the Member; or
  - iv. take no action

6.2 If a person's membership is terminated, they will receive a pro rata refund of the balance of the Membership fees they have paid, less the relevant cancellation fee as set out in clause 14 below.

### 6.3 Following Directions

You agree to follow any reasonable direction given by a Yarra Bend Golf staff member.

### 6.4 Complaint regarding Yarra Bend Golf employees

- a) No Member may rebuke any employee of Yarra Bend Golf or make a complaint to any employee other than to the General Manager, the Golf Operations Manager or the shift Duty Manager.
- b) The General Manager or a delegate of the General Manager will investigate any complaint against an employee and will take any actions deemed appropriate by the General Manager and will advise the complainant of the outcome of the investigation (but necessarily the nature of any actions taken).
- c) The General Manager is not required to advise the Member who has made a complaint as to the nature of any actions taken.

## 7. Membership Entitlements

### 7.1 Golf Course Member Entitlements

- a) Golf Course members are entitled to play unlimited golf Monday to Friday on the golf course, provided the Member has secured a tee-time using the Yarra Bend Golf booking sheet. Yarra Bend Golf, in its absolute discretion, may decide to temporarily close (or reserve for private events) the golf course without the need for notice.
- b) Bookings can be made online via the member portal.
- c) Due to the high level of demand for tee times, any Member who books a tee-time but does not turn up for the booking will be charged the fee that would have been payable for that booking by a non-member.

### 7.2 Driving Range Member Entitlements

- a) Driving Range members are entitled to unlimited driving range golf balls at Yarra Bend Golf Driving Range, for the full term of this agreement. Member entitlements are subject to Clause 5 and Clause 20 (i.e. driving range bays may not be reserved by a member) along with restrictions relating to Yarra Bend Golf's standard operating hours, which from time to time may be changed at the sole discretion of Yarra Bend Golf.

## 8. Membership Obligations

As a requirement of your ongoing membership rights, you are required to:

- a) advise Yarra Bend Golf of any changes to your contact details.
- b) comply with all Conditions of Entry (see 5.1) and the other terms of this agreement.
- c) pay all agreed fees and ensure sufficient funds are available to cover all fees and advise us in advance if your bank account or credit card is closed or changed.

## 9. Transferability

The benefits associated with being a member of Yarra Bend Golf are strictly for personal use and may not be transferred to another person under any circumstances. Lending, sharing, or transferring the benefits of the membership or the physical membership card is considered a breach of membership and will result in immediate membership cancellation. Refunds will not be available for cancelled memberships due to a breach of this clause.

Yarra Bend Golf employees may conduct regular member ID checks at the business's discretion.

## 10. Redeeming Driving Range Golf Balls

- a) Members are required to carry their membership cards when attending Yarra Bend Golf and when redeeming driving range golf balls. Members will be required to enter into the pro shop to receive range balls from the pro shop staff. Upon entering the pro shop, you will be required to present your member cards.
- b) Restrictions will not be placed on the total number of range balls a member hits within a given day. However, a member is only entitled to 150 ball allotments at a time and the member must return to the pro shop only once all 150 balls have been hit to obtain any additional ball allotments. A member is not entitled to reserve a bay whilst returning to collect another ball allotment and therefore may be required to wait until another bay is available to commence their next session.

## 11. Lost or Stolen Memberships Cards

Should a member's card be misplaced or stolen, members will be issued with a new card at a replacement cost of \$5.

## 12. Fees

### 12.1 General

- a) You may opt to pay membership fees for the Minimum Term, in-full, at the commencement of term or via Direct Debt in instalments across the term.
- b) All member fees are non-refundable.
- c) If you fail to make payment when fees fall due, your membership may be suspended along with your member entitlements.
- d) Your membership may also be terminated if fees remain unpaid for an extended period of time. A cancellation fee may also apply.

## 13. Membership Holiday

13.1 A membership holiday (suspension of payments and member entitlements) is permissible under the terms of your Membership Agreement.

13.2 A member may suspend their membership for any reason provided the following conditions are met:

- a) total suspended time does not exceed 2 weeks within a 12-month period.
- b) the member provides a minimum of 2 weeks' notice in writing before the commencement of the holiday period.

13.3 The period of any membership holiday will be added to the member term so that the sum of the instalments payable for the current term shall remain the same regardless of any membership holiday.

## 14. Membership Cancellations

Your membership may be cancelled by you for a pro rata refund of fees paid under the following circumstances:

- a) Permanent illness or injury that renders you unable to play golf. Yarra Bend Golf will require a medical certificate to support a request to cancel a membership under this provision.

Cancellations for any other reason during the agreed term, will be subject to the following cancellation fees:

- a) If there is more than 6 months remaining in your current term, a cancellation fee of \$500 must be paid to Yarra Bend Golf, together with any unpaid fees.
- b) If there is less than 6 months remaining in your current term, a cancellation fee of \$400 must be paid to Yarra Bend Golf, together with any unpaid fees.

## 15. CCTV

15.1 You agree that you have been made aware and understand that Closed Circuit Television has been installed at Yarra Bend Golf within appropriate areas of the facility to facilitate customer, employee and contactor safety, and crime and misconduct deterrence. You consent to being filmed under CCTV for these purposes.

## 16. Membership Payment Methods

- a) members can pay the membership fees in full upon purchase of membership.
- b) members have the option to pay membership fees via weekly or monthly direct debit from either a bank account or a credit card.
- c) Where a direct debit arrangement is in place, membership payments will continue to be debited until the end of the membership term.
- d) Members must advise any changes of address and/or phone number.
- e) Members must advise any changes to their nominated bank or credit card details.

## 17. Direct Debt Payment Terms

### 17.1 Weekly payments

If there are insufficient clear funds in your account to meet a debit payment when it falls due, or the funds could not be cleared from your account for any other reason, Yarra Bend Golf has the right to add any referral fees or overdue fees to

your next payment instalment. You must arrange for the payment to be made by another method or arrange for sufficient clear funds to be in your account prior to the date when the next payment attempt is to be made so that Yarra Bend Golf can process the debit payment and any other fees the following week.

Should you miss three consecutive payments, your membership will be placed on immediate suspension and all playing rights and membership benefits will cease until all overdue funds are paid in full.

### 17.2 Monthly payments

If there are insufficient clear funds in your account to meet a debit payment when it falls due, or the funds could not be cleared from your account for any other reason, you are required to contact the Yarra Bend Golf membership team no more than 7 days after the payment is dishonoured to arrangement payment of any referral and other overdue fees.

Should you miss a monthly payment, your membership will be placed on immediate suspension and all playing rights and membership benefits will cease until all overdue funds and fees are paid in full.

## 18. Suspension and Cancellations

### 18.1 Temporary Suspension

If your membership is placed on suspension due to an overdue account, Yarra Bend reserves the right to allow Ezidebit (or another debiting entity nominated by Yarra Bend Golf) to continue processing future scheduled payments as required to ensure you remain up to date with your payments. Your membership term will not be extended beyond the minimum term, nor will you be compensated in any other way should you lose access to the facility during a suspension period as a result of an overdue account.

## 19. Cancellations

- a) If there are insufficient clear funds in your account to meet a debit payment when it falls due, or the funds could not be cleared from your account for any other reason on four non-consecutive occasions, your membership will be cancelled and a cancellation fee will be due (refer to Clause 14).
- b) If your membership has been cancelled due to clause 19 (a), you will only be allowed to apply for a new membership with Yarra Bend Golf if all cancellation fees have been paid. Applications for a new membership following a previously cancelled membership due to clause 19 (a), must be accompanied by in-full membership payment.

## 20. Accessing Yarra Bend Facilities

20.1 The facilities at Yarra Bend Golf are provided to and shared between the general public, golf coaches and members. Members have no claim to exclusive or preferential use of any part of the facility.

20.2 Yarra Bend Golf in its absolute discretion, may decide to temporarily close (or reserve) any areas of the facility without the need for notice.

## 21. Handicapping

21.1 Should you purchase a Yarra Bend Golf Handicap as part of your golf course membership, you are required to

submit three 18-hole cards to the Yarra Bend Golf membership team to obtain an official handicap.

- a) You will be required to play with the holder of an official GolfLink (GL) handicap and have all three cards witnessed and signed by the GL holder.
- b) Following the collection of all three cards, the cards can be handed into the pro shop for the membership team to submit to GL.
- c) You should allow up to two business days (excluding weekends) for this to be submitted as this needs to be submitted to GL by one of the membership team (not the pro shop staff).
- d) GL cards will be sent directly to the member's home by GL. It is the member's responsibility to supply the Yarra Bend Golf Membership Team with the correct postal address. Please allow up to 2 weeks for the GL card to arrive after the submission of 3 cards to Yarra Bend Golf.
- e) If your official handicap home club is Yarra Bend Golf and you allow your membership with Yarra Bend Golf membership to lapse, your handicap will be inactive and you will not be able to take part in competitions until your membership has been renewed.

## 22. Membership Vouchers and Entitlements

22.1 Complimentary 18-hole guest passes have been provided to members as added value promotional material.

- a) Complimentary 18-hole guest passes are to be redeemed within the Minimum Term
- b) At the end of the Minimum Term, any unused complimentary 18-hole guest passes will expire.
- c) If both parties enter into a subsequent term, vouchers from the preceding term cannot be used.
- d) If you are entitled to receive complimentary 18-hole guest passes, they will be loaded electronically onto your member account and may be redeemed at the time of use in the Yarra Bend Golf pro shop. You will be required to inform pro shop staff if you are redeeming a valid complimentary 18-hole guest pass.
- e) Complimentary 18-hole guest passes are strictly valid between Monday – Friday. Passes cannot be redeemed on weekends or public holidays.
- f) When redeeming an 18-hole Monday to Friday guest pass you must accompany your guest for the duration of the round of golf. Guests are not entitled to play without the member present.

## 23. Yarra Bends Hours of Operations:

23.1 Yarra Bend Golf's standard operating hours are as follows:

- Tuesday – Saturday – open first light – 9:30pm
- Monday – open first light – 9:30pm (driving range open at 10am)
- Sunday – open first light – 8:00pm

23.2 Closures and/or reduced operating hours are part of normal operations for Yarra Bend Golf and no refunds or credits of membership fees are provided for these reduced hours.

## 24. Liability

24.1 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.

## 25. Risk Warning

25.1 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 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.

## 26. Definitions and Interpretation

26.1 Minimum Term means 12 months from the activation date, or such other period as Yarra Bend Golf may set from time to time.

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

:

**Name (Print):** \_\_\_\_\_

**Member Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_