

Yarra Bend Golf Junior Term Program

Terms & Conditions

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

Definitions

1.1 "Program" means the Yarra Bend Golf Junior Term, run by Pure Golf Academy Pty Ltd, trading as Yarra Bend Golf and its directors and employees as the Services supplier.

1.2 "Instructor" means an Independent Contractor who Yarra Bend Golf has engaged 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" include administrative services, golf lessons, liaising with guardians, selecting golf practice areas and 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 student enrolled in the Program. By purchasing a ticket, the customer warrants that they are the participant's legal guardian.

1.5 "Student" means the participant who has been enrolled in the Program by their guardian.

Agreement

1. 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 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.

2. Australian Consumer Law

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.

3.1 A student must be healthy and free from adverse medical conditions. By entering this agreement, the guardian warrants that the student is healthy and physically able to engage in golf and other related recreational activities.

3.2 Bookings are to be made via TryBooking.com or any other ticket agency nominated by Yarra Bend Golf from time to time.

3.3 Payment must be made online at the time of Program registration. Bookings and payments will not be accepted via phone or in-store.

3.4 All payments are final.

3.5 If Yarra Bend Golf cancels a session, a make-up session will be scheduled. A class may be cancelled for any of the following reasons:

- a) If the weather has impacted the ability for a class to go ahead in a safe manner
- b) The instructor cannot run the class due to unforeseen circumstances – i.e. illness.
- c) Closure of the facility due to government direction/orders.

Yarra Bend Golf will determine the date and time of the make-up sessions at the company's sole discretion.

3.6 If a student cannot attend a session during the Program, the session will be forfeited without a refund.

3.7 Mid-term program enrolments are available in week 5 of the Program (subject to availability). A 50% pro-rata fee will apply.

4.1 Yarra Bend Golf is not liable for the student's personal belongings. Students are advised not to bring valuables to the Program.

5. All Program instructors are fully qualified PGA professionals or fitness instructors with golf coaching and/or physical preparedness expertise. All instructors hold a valid Working with Children Check.

6. It is the guardian's responsibility to provide complete and correct contact information when registering for the Program.

7. Private lessons have been incorporated into the SMASH, Golf Development Program & Elite Development Program curriculum. The Program term fees are inclusive of all private lessons. You will not be refunded if your child is unable to attend a private lesson. Private lessons will run in weeks 1 & 4 only.

8. Yarra Bend Golf reserves the right to cancel a Program before the first session. A full refund will be provided when a Program is cancelled before the commencement of the term.

9. Yarra Bend Golf is a cashless facility. All purchases must be paid for via EFTPOS.

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

