

Yarra Bend Golf Junior Term Program

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 Golf" means Pure Golf Academy Pty Ltd, trading as Yarra Bend Golf and its directors and employees.
- 1.2 "Coach" 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 programs for junior golfers.
- 1.3 "Services" includes but is not limited to confirming participant attendance, facilitating junior golf lessons, liaising with guardians, 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 student enrolled in the Yarra Bend Golf Junior Term Program. By purchasing a ticket, the customer warrants that they are the legal guardian of the student.
- 1.5 "Student" means the participant who has been enrolled in the Yarra Bend Golf Junior Term Program by their Guardian.

Agreement

- 2 Risk Warning
Playing (including practicing) 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.

3 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.

- 4.1 Students must be in good health and free from any 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.
- 4.2 Bookings are to be made via TryBooking.com or any other ticketing 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 through any other means.
- 4.4 All bookings are final. No refunds are permitted except with respect to any statutory warranties or guarantees that cannot be excluded or limited by law.

Students must remain in the class they are enrolled in after the term has commenced, unless otherwise determined by Yarra Bend Golf. Should the student wish to change to an alternate class of their own volition, their Guardian is required to provide a minimum of 48 hours-notice (**requisite notice**) before the first class commences. Yarra Bend Golf will not unreasonably withhold the request of a Guardian to move a student to an alternate class, provided requisite notice has been given and it is feasible to meet the request.

- 4.5 Yarra Bend Golf will make every endeavour to run classes in accordance with the published term 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 student enrolled in that class will be contacted and an alternative class date/time, credit or pro rata refund will be provided.

- 4.6 Yarra Bend Golf will not provide refunds for student cancellations, withdrawals, or missed classes.

Students are not entitled to a 'make-up' if they miss any class they are enrolled in.

- 4.7 Participants wanting to join the Program part way through the Term will be required to wait until Week 5 and pay a fee that represents 50% of the full-term fee (pro rata fee) before the commencement of the class in week 5.

Week 5 registrations will only be allowed in classes not already at capacity.

- 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 Junior Term Program.
- 6 All Junior Program coaches are fully qualified PGA professionals or competent fitness professionals. Coaches must hold a valid Working with Children Check.
- 7 The guardian 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.
- 8 Private lessons have been incorporated into the Golf Development Program & Elite Development Program curriculum. The Program term fees are inclusive of all private lessons. Guardians will not be refunded if the student is unable to attend during private lesson week/s.
- 9 Yarra Bend Golf reserves the right to cancel 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 Junior Program enquiries are to be directed to juniorprogram@yarrabendgolf.com

