

## **MEMBERSHIP AGREEMENT TERMS**

### **MEMBERSHIP TERMS & FEES**

In consideration of the Golf Course permitting me to attend the facilities I, the undersigned agree to pay the Golf Course or its successors for the membership of choice.

### **SPECIAL CONDITIONS**

- The Member agrees to pay the full value of the selected membership as outlined, which is calculated by;
  - The weekly rate stipulated (as per commencement rate) multiplied by 52.
  - Or the fortnightly rate multiplied by 26 if making fortnightly debit payments.
- If the Member wishes to cancel their membership before completing payment of the initial total membership value, the Member shall be liable for a cancellation fee. This fee will be the lesser of:
  - The remaining membership balance or \$250.
- Once the Member has fulfilled payment of the initial total membership value, they may cancel their membership without penalty by providing 30 days written notice to the golf course.
- All Membership prices are subject to annual CPI increase on (or around) July 1<sup>st</sup> annually.
- Please be aware that you are entitled to 6 weeks (42 days) suspension per contract. We require notice in advance of leave. Backdated suspension requests will not be accepted.
- Suspensions can only be processed in full week blocks (based on a Tuesday-to-Tuesday cycle).

### **MEMBERSHIP PAYMENT**

- If you fail to make complete payment at any given time you will be notified and given 14 days to remedy the outstanding payment.
- If you have not remedied the situation within 14 days, you will be suspended from using the golf course until outstanding monies are paid in full.

### **PRIVACY DISCLAIMER**

- You agree that we may use your personal information for internal marketing purposes. We may use your personal information to develop marketing lists and other programs. We may include your name and contact details on marketing lists and offer you goods and services by mail, telephone, facsimile, email or SMS
- If you do not agree to this Privacy Disclaimer, please inform facility staff.

### **LEGALLY BINDING AGREEMENT**

- This agreement is legally binding whether my use of the facility and its services is determined and paid on an annual or weekly basis.
- The membership must remain current after the initial total membership value has been paid to have the \$250.00 cancellation fee waived.
- I declare that I am physically and medically fit and capable to engage in Golf related exercise and programs at the Golf Course.
- I have and will inform staff of any condition or risk that may influence my ability to participate in any golf exercise or program prior to commencement.
- I am 18 years of age or older at the time of signing. If not my parent/adult guardian will sign also.

I agree to the terms above and on the throughout this form. (You should read these terms carefully and ask about anything you do not understand).

## **DAMAGE & PERSONAL INJURY**

### **Disclaimer**

To the extent permitted by law, the Centre excludes any liability to the Customer in contract, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Customer and/or any other person, or for any costs, charges or expenses incurred by the Customer, arising from or in connection with this Membership Agreement and/or the services/products provided by the Centre, and/or any act or omission of the Centre.

### **Warning under the Fair-Trading Act 1999**

a) If you participate in these activities your rights to sue the supplier under the Fair-Trading Act 1999 if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice/appointment.

**NOTE:** The change to your rights, as set out in or on this notice, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

(b) Under the provisions of the Fair-Trading Act 1999 several conditions are implied in contracts for the supply of certain goods and services. These conditions mean that the supplier named on this form is required to ensure that the recreational services it supplies to you are-

- Rendered with due care and skill: and
- As fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- Reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair-Trading Act 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

## **FACILITY CONDITIONS OF ENTRY**

**Management reserves the right to refuse entry or evict any person from the venue for any breach of these conditions, and this may result in subsequent disciplinary action.**

### **1. BEHAVIOUR STANDARDS**

Yarrambat Park Golf Course respects the rights and worth of every person to enjoy their visit. Management expects patrons to:

- a) Not display abusive, harmful, offensive, or threatening behaviour and/or language.
- b) Not physically threaten other patrons.
- c) Not conduct any behaviour or action that could injure others or damage equipment.
- d) Treat staff with respect. Intimidation or abuse is not acceptable.
- e) Respect the property, equipment, and resources of YPGC.
- f) Ensure your behaviour contributes to a safe and harassment-free environment.

### **2. COURSE ETIQUETTE**

Yarrambat Park Golf Course enforces local rules to ensure the safety of patrons & the preservation of course condition:

- a) All golfers must check in with the proshop prior to your round.
- b) Do not tee off the first scheduled tee time of the day.
- c) Greenskeepers have right of way, respect their role and safety.
- d) Adhere to any local rules in place, including golf cart use based on course condition.
- e) Adhere to YPGC heat & extreme weather policies.
- f) Patrons are to adhere to appropriate course etiquette as displayed on the First Tee Sign.

### **3. DRESS CODE**

We want you to feel comfortable, safe and presentable whilst at the golf course.

- a) Must wear suitable golfing attire (No singlets).
- b) No Thongs or work boots permitted on the golf course.
- c) Work boots.
- d) Clothing with inappropriate & offensive slogans or prints are not permitted.

### **4. PHOTOGRAPHY**

Photography of our beautiful golf course is encouraged, please take photos and share & tag us on Facebook & Instagram @yarrambatgolf. However, we do have rules around photography for the safety of all patrons:

- a) Taking photographs of other patrons without their consent is not permitted.
- b) Taking photographs of minors without the consent of a parent or guardian is not permitted.
- c) Taking photographs in the changerooms & toilets is not permitted.

### **5. ALCOHOL AND DRUGS**

Yarrambat Park Golf Course is a licensed venue & we must adhere to strict regulations:

- a) No BYO Alcohol.
- b) No use of illicit substances or drugs.
- c) Cigarettes, vapes and e-cigarettes are only permitted in designated smoking areas around the facility.
- d) Management reserve the right to inspect belongings & confiscate any alcohol or drugs.

## BOOKING RULES & REGULATIONS

### CONFIRMATION

- Successful online bookings will receive an automatic confirmation via email.
- **No further confirmation is required.**
- The internet booking system is directly linked to the reservation software, and the member will only be contacted if a **Yarrambat Park Golf Course** staff member has a query regarding your booking.

If a confirmation email is not received, the member must check that the email entered is correct. Queries, questions or problems with the **Yarrambat Park Golf Course** Booking System please telephone 9436 2201.

The member is required as proof of booking to provide the reference number used to secure the booking at the time of registration to the Pro-shop staff member.

- **Yarrambat Park Golf Course** reserves the right to alter tee times without notice due to circumstances outside of **Yarrambat Park Golf Course's** control. (E.g. lightning, slow play, course renovations).

### TEE TIME MODIFICATIONS

- Members must only place their name on the tee sheet once, multiple bookings under the same members name will not be permitted.
- Bookings can be modified online by members until midnight the day prior to the booking.
- Should the member wish to modify or change their booking to an alternative time or date on the day of play, contact must be made with **Yarrambat Park Golf Course** proshop staff on 9439 2201. The Pro-shop Staff Member will confirm availability of the new tee time and date if possible.
- Members are required to book in their guests.
- Guests are required to pay the applicable green to the proshop prior to play.
- You must check in at Golf Pro-shop a minimum of 15-20 minutes before your tee time is due to start. Should you not arrive and register with Golf Pro-shop you may risk the cancellation of your tee time.
- **Yarrambat Park Golf Course** reserves the right to remove members from the course if the rules of **Yarrambat Park Golf Course** have not been adhered to. These rules are consistent with the etiquette outlined by the R&A in the rules of golf and are monitored by golf management and pro-shop staff.
- All patrons utilising the **Yarrambat Park Golf Course** do so under the instruction of golf management and pro-shop staff. Failure to adhere to instructions may result in removal from the golf course.
- **No refunds will be given in the event that a member is removed from the course.**
- If bookings are made in multiples and a player does not show, no refund will be given for the "no show" player. In the event that a player is unavailable to play for a pre-booked tee time reservation 48hrs notice must be given to an authorised representative of **Yarrambat Park Golf Course** and a credit note for the tee time will be issued. The 'credit note' will be issued and must be used at a mutually agreed time.