

YARRA BEND GOLF

DRIVING RANGE & GOLFMEMBERSHIP

TERMS AND CONDITIONS

Terms and Conditions

Valid From 7 May 2024

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.
- b) you understand that conditions within this agreement also relate to your authority to PayRix 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 an email to confirm the membership request has been received and to confirm if the application is successful.
- b) Yarra Bend Golf members must have their photo taken for their member profile. Members will be required to report to the pro shop 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 is activated.
- b) New and renewing memberships may take up to 48 business hours to set up.

4. General

This Agreement shall commence from the date we accept the Application Form submitted by you (activation date) and remain in force for the Minimum Term.

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.
- b) A fixed-term is an annual membership which will conclude at the end of the 12-month term unless you decide to renew for a subsequent term by providing in-full payment against the renewal invoice we provide you or a receipt of the direct debit contract.
- c) The conditions of the Minimum Term will remain in full effect for any subsequent term(s).
- d) Yarra Bend Golf may vary the membership terms (including fees payable) before the commencement of any subsequent term(s).

5. Conduct at Yarra Bend Golf

5.1 Entry

To provide a safe and enjoyable environment for patrons and employees, Yarra Bend Golf has 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.
- c) 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.
- d) 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 CEO or a delegate who is authorised by the CEO.

- 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 CEO or delegate is satisfied that the claims of inappropriate behaviour have been substantiated on the balance of probabilities, the CEO (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
- 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.

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 CEO, a Senior Manager or the shift Duty Manager.
- b) The CEO or a delegate of the CEO will investigate any complaint against an employee and will take any actions deemed appropriate by the CEO and will advise the complainant of the outcome of the investigation (but necessarily the nature of any actions taken).

The CEO 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.

8. Membership Obligations

As a requirement of your ongoing membership rights, you must:

- 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 show their membership e-card 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 Driving Range 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. Fees

11.1 General

- a) You may opt to pay membership fees for the Minimum Term, in-full, at the commencement of term or via weekly Direct Debt in instalments across the term.
- b) Membership fees are non-refundable.
- c) If you fail to make payment when fees fall due, your membership will automatically be placed on hold, and you will not be able to access your entitlements.
- d) Your membership may also be terminated if fees remain unpaid for an extended period of time. A cancellation fee may also apply.
- e) You can access your subscription account via the member portal by clicking on the information tab and accessing your account.
- f) A payment "top up" can be made via the subscription account. Alternatively, members may pay instore.

12. Membership Holiday

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

12.2 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.

12.3 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.

13. 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.

14. CCTV

14.1 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.

15. Membership Payment Methods

- a) You can pay the membership fees in full upon purchase of membership.
- b) You can pay the membership fees via weekly 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, alternatively members may update their contact details via their membership portal.
- e) Members must advise any changes to their nominated bank or credit card details by contacting the membership team.

16. Direct Debt Payment Terms

16.1 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.

17. Suspension and Cancellations

17.1 Temporary Suspension

If your membership is placed on suspension due to an overdue account, Yarra Bend reserves the right to allow PayRix (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.

18. 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.

19. Accessing Yarra Bend Facilities

19.1 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.

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

20. Handicapping

20.1 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.

21. Other Entitlements

Driving range credit that is provided to Golf Course Members, has been done so as added value promotional material (if applicable).

- a) Driving range credit must be used during the membership term for which the credit was applied.
- b) Should a member conclude their membership at the end of the term, any unused driving range credit will be forfeited.
- c) Should a member enter into a subsequent term, any unused driving range credit from the previous membership term will be forfeited.

22. Yarra Bends Hours of Operations:

22.1 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

22.2 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.

23. Liability

23.1 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.

24. Risk Warning

24.1 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.

25. Definitions and Interpretation

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

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

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.

