

MEMBERSHIP TERMS & CONDITIONS

MEMBERSHIP TERMS & FEES

In consideration of the Golf Club permitting me to attend the facilities I, the undersigned agree to pay the Golf Club 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 1st annually.
- Medical membership suspensions must be supplemented by a doctor's certificate.
- 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).

1. BEHAVIOUR STANDARDS

Geelong Golf Club 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 GGC.
- f) Ensure your behaviour contributes to a safe and harassment-free environment.

2. COURSE ETIQUETTE

Geelong Golf Club 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 GGC heat & extreme weather polices.
- 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 @geelonggolf. 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

Geelong Golf Club 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.

6. CANCELLATION

Cooling Off Period:

- a) The cooling off period commences at the close of business on the date of signing.
- b) The cooling off period is 7 days.
- c) New members have the right to cancel their membership within the cooling-off period if they are not completely satisfied with the services and programs.
- d) All monies will be refunded on a pro rata basis with the exception of administration charges for services already delivered.
- e) All cancellations must be in writing to the Manager.

8. Permanent Disability

- a) Upon providing written advice of a permanent disability or serious illness, along with a letter from a medical practitioner detailing the disability or illness, the Club may agree to cancel the membership for an Administration Fee of up to 10% of the Membership Fee.
- b) All monies will be refunded with the exception of charges for services.

9. TRANSFER OF MEMBERSHIP

- a) Transfer of membership will only be permitted from a member to a non-member and will incur a Transfer Fee of \$55.

10. REPLACEMENT CARD FEE

- a) If a Membership tag is lost or destroyed and requires replacement a Replacement tag fee of \$5.00 will be apply.

11. ADDITIONAL FEES FOR SPECIAL SERVICES

- a) Some services require an additional fee, these include golf lessons, range balls and cart hires.

12. DAMAGE TO THE CLUB

- a) Any member who willfully or through their negligence damages the Club or its property will pay for the damage. Members are responsible for damages caused by their guests and children.

13. SAFETY, MAINTENANCE & SERVICE DEMAND

- a) The Club may from time to time as reasonably necessary:
close off any part of the premises or isolate any piece of equipment for maintenance or safety reasons;
change the hours of opening and closing or alter class timetables in accordance with demand: or
vary Club rules. Where this occurs, the Club will provide reasonable notice on the Club notice boards or at reception.

14. DAMAGE & PERSONAL INJURY

Disclaimer

To the extent permitted by law, the Club 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 Club, and/or any act or omission of the Club.

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.

14. SEVERABILITY

a) In the event any part of this agreement being or becoming void or unenforceable then that part shall be severed from this Agreement with the intention that the balance of this Agreement shall remain in full force and effect, unaffected by the severance

15. BREACH OF TERMS & CONDITIONS

a) Any breach of these terms and conditions will result in a warning and any and may result in subsequent disciplinary action including membership suspension or termination.

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 **Geelong Golf Club** 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 **Geelong Golf Club** Booking System please telephone 03 4210 1010.
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.
- **Geelong Golf Club** reserves the right to alter tee times without notice due to circumstances outside of **Geelong Golf Club** 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 **Geelong Golf Club** staff on 03 4210 1010.
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.
- **Geelong Golf Club** reserves the right to remove members from the course if the rules of 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 **Geelong Golf Club** 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 **Geelong Golf Club** 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.