

## **\*\*Ultimate Membership Terms and Conditions\*\***

These terms and conditions govern your membership with Ashgrove Golf Club (the "Club"). By becoming a member you agree to be bound by these terms and conditions ("Terms"). Please read them carefully.

### **1. Acceptance of Terms**

1.1 By submitting an application to become a member of Ashgrove Golf Club you represent that you have read understood and agree to be bound by these Terms.

1.2 By submitting an application to become a member of Ashgrove Golf Club you agree to accept and be bound by the Club's By-Laws and Constitution.

1.3 By submitting an application to become a member of Ashgrove Golf Club you agree to accept the Club's privacy policy available on the website.

### **2. Golf Membership Application and Acceptance**

2.1 Membership applications must be submitted using the Club's designated golf membership application form. The Club reserves the right to accept or reject any application at its sole discretion.

2.2 By submitting an application you represent that all information provided is accurate and complete. You must promptly notify the Club of any changes to your contact information.

2.3 Members may play on the course without payment of green fees once all fees have been paid and receipted. Membership cards/receipts must be presented to the Pro Shop prior to play.

2.4 Members may only play in Club Single Competitions for the purpose of obtaining scorecards for handicap purposes. No competition fee applies.

2.5 Non-competition cards signed by a member of any club will be accepted for handicapping purposes.

2.6 Applications for membership are approved at monthly Board meetings. Full playing rights are granted prior to new member approval from the Ashgrove Golf Club Board Committee.

2.7 By submitting an application you certify that you are over the age of 18 years or if under the age of 18 have parental consent to apply for membership at Ashgrove Golf Club.

### 3. Social Membership Application and Acceptance

3.1 Membership applications must be submitted using the Club's designated social membership application form. The Club reserves the right to accept or reject any application at its sole discretion.

3.2 By submitting an application you represent that all information provided is accurate and complete. You must promptly notify the Club of any changes to your contact information.

3.3 You certify that you are over the age of 18 years.

### 4. Membership Fees and Dues

4.1 Membership fees and dues are outlined in the Club's fee schedule. You agree to pay all applicable fees and dues as specified.

4.2 Membership fees and dues are non-refundable except as otherwise provided in the Ashgrove Golf Club By-Laws and Constitution.

### 5. Club Rules and Code of Conduct

5.1 As a member you agree to abide by the Club's rules and regulations including any code of conduct or dress code established by the Club. These rules are designed to ensure the safety enjoyment and fair use of the Club's facilities.

5.2 The Club reserves the right to amend or modify the rules and regulations at any time. Members will be notified of any changes in advance.

### 6. Facility Usage and Reservation

6.1 Members may access the Club's facilities and amenities subject to availability and any reservation policies set by the Club.

6.2 Members are responsible for complying with any usage limitations booking procedures and cancellation policies specified by the Club.

6.3 Membership cards must be presented to the Pro Shop each time you use the golf course.

6.4 Online bookings must be made for all games whether in competition or social play.

## 7. Termination of Membership

7.1 Membership may be terminated by the Club for reasons including but not limited to non-payment of fees violation of Club rules or conduct detrimental to the Club's reputation.

7.2 Members may terminate their membership by providing written notice to the Club in accordance with the termination procedures outlined by the Club.

## 8. Liability and Indemnification

8.1 The Club shall not be liable for any injuries damages or losses suffered by members their guests or their property while using the Club's facilities except where such injuries damages or losses are a direct result of the Club's negligence or wilful misconduct.

8.2 Members agree to indemnify and hold the Club harmless from any claims demands or liabilities arising out of their use of the Club's facilities or their violation of these Terms.

## 9. Governing Law and Jurisdiction

9.1 These Terms shall be governed by and construed in accordance with the Ashgrove Golf Club By-Laws and Constitution.

9.2 Any disputes arising out of or in connection with the Ashgrove Golf Club By-Laws and Constitution shall be subject to the exclusive jurisdiction of the Ashgrove Golf Club Board Committee and/or Disciplinary Committee.

## 10. Severability

10.1 If any provision of these Terms is found to be invalid illegal or unenforceable the remaining provisions shall continue in full force and effect.

## 11. Ultimate Membership Eligibility

11.1 The Ultimate Membership offer is available only to new golfing members of Ashgrove Golf Club or golfing members who have not been financial at Ashgrove Golf Club since 31st August 2022.

## Terms and Conditions of Website Use

The following terms and conditions govern your use of this website. Please do not use the website unless you agree to abide by these terms and conditions. If you have any questions please contact the Office on (07) 3366 1842 or via email.

## Acceptance

By using this website you agree without limitation or qualification to be bound by and comply with these Terms and Conditions and any other posted guidelines or rules applicable to the website. All such guidelines and rules are hereby incorporated by reference into these Terms and Conditions.

## Privacy Policy

Ashgrove Golf Club is subject to the provisions of the Privacy Act 1988. The Act contains ten National Privacy Principles that set standards for the handling of personal information. Ashgrove Golf Club is committed to privacy and safeguarding member visitor and staff personal information.

Any personal information provided by you to Ashgrove Golf Club (for example name address date of birth and contact details) will be protected. Ashgrove Golf Club does not disclose your personal information to any other organisation or person unless there is a legal requirement to do so. Ashgrove Golf Club may disclose personal information to relevant authorities if it reasonably believes

that there is a threat to an individual's life health or safety or public health or safety. If Ashgrove Golf Club suspects that unlawful activity has been is being or may be engaged in personal information may be used or disclosed as part of any investigation and reporting to relevant persons or authorities.

Ashgrove Golf Club may disclose your information to third parties that provide services under contract to the Club. These contracts require the third party to keep your personal information confidential and secure. Your personal information may be used by Ashgrove Golf Club to improve our services and provide you with the latest information about those services any new related services and promotions. If you do not wish to receive information about services and promotions Ashgrove Golf Club will upon request remove your name from mailing lists.

You have the right to access any personal information that Ashgrove Golf Club holds about you including the right to correct your information. Ashgrove Golf Club will not charge a fee for accessing your personal information.

#### Disclaimer

Ashgrove Golf Club does not warrant the accuracy or completeness of the materials or the reliability of any advice opinion statement or other information displayed or distributed through the site. You acknowledge that any reliance on any such opinion advice statement memorandum or information shall be at your sole risk. Ashgrove Golf Club reserves the right at its sole discretion to correct any errors or omissions in any portion of the site. Ashgrove Golf Club may make any other changes to the site the materials and the products programs services or prices (if any) described on the site at any time without notice.

This site the information and materials on the site and the software made available on the site are provided "as is" without any representation or warranty express or implied of any kind including but not limited to warranties of merchantability non-infringement or fitness for any particular purpose. Some jurisdictions do not allow for the exclusion of implied warranties so the above exclusions may not apply to you.

#### Limitations of Damages

In no event shall Ashgrove Golf Club be liable to any entity for any direct indirect special consequential or other damages (including without limitation any lost profits business interruption loss of information or programs or other data on your information handling system) related to the use of or the inability to use the content materials and functions of the site or any linked website even if Ashgrove Golf Club is expressly advised of the possibility of such damages.

## Indemnification

You agree to indemnify defend and hold harmless Ashgrove Golf Club its officers directors employees agents licensors suppliers and any third-party information providers to the Service from and against all losses expenses damages and costs including reasonable attorneys' fees resulting from any violation of this Agreement by you.

## Third-Party Sites

As a convenience to you Ashgrove Golf Club may provide links to websites operated by other entities on this site. If you use these sites you will leave this site. If you decide to visit any linked site you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Ashgrove Golf Club makes no warranty or representation regarding and does not endorse any linked websites or the information appearing on them or any of the products or services described on them. Links do not imply that Ashgrove Golf Club or this site sponsors endorses is affiliated or associated with or is legally authorised to use any trademark trade name logo or copyright symbol displayed in or accessible through the links.