

# Golf Square Membership Terms & Conditions

## 1. Introduction

Terms and Conditions ("Terms") outline the agreement between you and Golf Square Pty Ltd ("Golf Square," "we," "us," or "our") ABN 62 666 757 759 concerning your Membership and the associated benefits ("Member Benefits") provided during the term of your membership.

By submitting a membership application, you agree to these Terms. If you do not agree, you should not proceed with the application or use our services.

By accessing our website, premises, or services, you agree to these Terms and our Privacy Policy. If you do not agree, please stop using our services immediately.

## 2. Membership Application

### 2.1 Eligibility

Membership is available to individuals who can legally enter binding contracts under applicable law. If you do not meet this criterion, do not apply.

### 2.2 Registration and Approval

You can apply for membership via our website or by completing the registration process and providing accurate personal information directly to Golf Square. This information will be validated in accordance with our Privacy Policy.

Membership is granted once we approve your application and receive your payment. We reserve the right to accept or reject any application at our discretion.

### 2.3 Accuracy of Information

You must ensure that your personal details are accurate and always kept up to date. We will handle your information as per our Privacy Policy.

## 3. Membership Benefits

### 3.1 Access to Benefits

Upon payment of the Membership Fee and compliance with these Terms, you gain access to the Member Benefits as described on our website from time to time.

### 3.2 Monthly Payments

If you opt for monthly payments, your membership is contingent on full completion of 12 successful monthly payments. Failure to make timely monthly payments will result in suspension of your membership and access to Member Benefits.

### 3.3 Restrictions

Benefits are exclusive to Members and cannot be transferred, sold, or otherwise dealt with without our written consent. We may suspend, alter, or withdraw benefits at any time without notice.

## 4. Membership Duration

### 4.1 Term

Membership begins on the Commencement Date specified at the initiation of your Membership and lasts for 12 months unless terminated earlier as per these Terms.

### 4.2 Renewal

Membership is automatically due for renewal each year on the anniversary of the Commencement Date unless you notify us at least 30 days before the end of the current term that you do not wish to renew.

## 5. The \$89 Foundational Membership Offer 2024

### 5.1 Offer Details

The \$89 Foundational Membership offer entitles the member to the following benefits for a period of six (6) months from the Commencement Date:

- One (1) hour of golf simulator use per day.
- After the first hour of any day, use of the golf simulator is charged at the standard rate.
- The option to bring up to four (4) guests per session, with a charge of \$10 per hour per guest.
- Access is valid 7 days a week, excepting after 6pm every Friday and Saturday.

### 5.2 Guest Policy

Guests must be accompanied by the registered member at all times. The maximum number of guests permitted is four (4) per session. Guest fees must be paid at the time of booking or upon arrival.

### 5.3 Validity and Renewal

This Promotional Foundational Membership is valid for six (6) months from the Commencement Date. Upon the expiration of the six-month period, the membership will be subject to renewal at the standard membership rate of \$149 per month. The member will be notified prior to the end of the promotional period and offered the opportunity to renew at the standard rate.

### 5.4 Restrictions

This Promotional Foundational Membership offer cannot be combined with any other

offers, discounts or promotions. The benefits provided under this offer are non-transferable and cannot be redeemed for cash or any other goods or services.

## 5.5 Termination and Refunds

The Promotional Foundational Membership offer is subject to the general terms of suspension and termination as outlined in Section 7 of these Terms & Conditions. No refunds will be issued for any unused portion of the promotional period or for guest fees.

## 5.6 Changes to the Offer

Golf Square reserves the right to modify or terminate this Promotional Foundational Membership offer at any time with at least 30 days notice to the affected members. Members who have already purchased the offer will retain their benefits for the remainder of the promotional period unless otherwise specified.

# 5. Payments

## 5.1 Fees

You agree to pay the Membership Fee either monthly or in a single annual payment as per the options available on our website. All fees are non-refundable unless otherwise stated and include GST where applicable.

## 5.2 Direct Debit

By choosing direct debit, you authorise us to debit the fees from your nominated account on the due date without notice. You are responsible for ensuring your account details are current.

## 5.3 Additional Charges

Any transaction or merchant fees incurred may be passed on to you. All fees are non-refundable unless otherwise stated.

# 6. Membership Obligations

As a member, you must:

## 6.1 Payment Responsibility

Ensure timely payment of Membership Fees and notify us of any factors affecting your ability to meet this obligation.

## 6.2 Proper Use

Use your membership in compliance with these Terms and not engage in activities that are fraudulent, illegal, or damaging to our brand or other members.

## 6.3 Non-Transferability

Membership is not transferable.

## 7. Suspension or Termination

### 7.1 By Us

We may suspend or terminate your membership immediately for non-payment of fees, actions that cause legal or reputational risk or breach of these Terms that is not rectified within 30 days of notice.

### 7.2 By You

You may terminate your membership if we breach these Terms and fail to remedy it within 30 days of your notice or at the end of the current term with appropriate notice.

### 7.3 Effect of Termination

Upon termination, all due fees become immediately payable and no refunds will be given unless we are at fault. Terms meant to survive termination will continue to apply.

## 8. Changes to Membership

We may modify these Terms, including membership fees, with at least 30 days' notice. If changes are unfair to you, contact us for a possible pro-rata refund determined at our discretion.

## 9. Intellectual Property

### 9.1 Ownership

We retain all intellectual property rights. You receive a non-exclusive license to use our intellectual property solely for membership purposes during your term.

### 9.2 Usage Restrictions

Do not copy, reproduce or alter our intellectual property without our written consent.

## 10. Confidentiality

### 10.1 Confidential Information

Keep any confidential information disclosed to you during your membership private unless it becomes public knowledge through no fault of yours or is required by law.

### 10.2 Return of Information

Return all confidential information if requested.

## 11. Disclaimer

Our services and benefits are provided "as is" without warranties. We do not guarantee the availability or quality of Member Benefits and are not liable for interruptions or discontinuations.

## 12. Limitation of Liability

### 12.1 Non-Excludable Rights

We do not exclude any statutory rights or guarantees under the Australian Consumer Law (ACL) that cannot be excluded.

### 12.2 Extent of Liability

Our liability for any claim is limited to re-supplying the services or paying the cost of doing so, or the total amount paid by you in the month before the event causing the claim, whichever is greater.

### 12.3 Exclusion of Damages

We are not liable for indirect, incidental or consequential damages arising from your membership.

## 13. Indemnity

You agree to indemnify us against losses or damages resulting from your breach of these Terms, your use of the membership or claims by third parties arising from your actions.

## 14. Dispute Resolution

### 14.1 Negotiation and Mediation

If a dispute arises, the parties must first attempt to resolve it through negotiation.

## 15. Force Majeure

We are not liable for delays or failures caused by events outside our control, such as pandemics, wars or natural disasters. Membership will be suspended but not terminated for up to one year during such events.

## 16. General Provisions

### 16.1 Governing Law

These Terms are governed by the laws of Victoria, Australia.

## 16.2 Entire Agreement

These Terms represent the entire agreement between the parties and override any previous agreements or representations.

## 16.3 Severability

If any part of these Terms is unenforceable, the rest remain in effect.

## 16.4 No Waiver

Our failure to enforce any right or provision in these Terms does not constitute a waiver of such rights.

## 17. Definitions & Interpretation

### 17.1 Definitions

- a) **ACL:** Australian Consumer Law.
- b) **Applicable Laws:** Laws governing the services.
- c) **Commencement Date:** The date your membership is approved and payment is received.
- d) **Confidential Information:** Private information related to the membership not in the public domain.
- e) **Force Majeure:** Events beyond our control affecting performance under these Terms.
- f) **GST:** Goods and Services Tax as per the GST Act.
- g) **Intellectual Property:** Rights related to our services and materials.
- h) **Loss:** Any type of loss or damage.
- i) **Member:** An individual with an active membership.
- j) **Membership Benefits:** Advantages provided to members under these Terms.
- k) **Membership Fees:** Fees payable for membership.
- l) **Privacy Policy:** Our policy on handling personal information.
- m) **Term:** The duration of the membership agreement.
- n) **Website:** Our official website at [www.golfsquare.com.au](http://www.golfsquare.com.au)

### 17.2 Interpretation

- a) References to "we," "us," or "our" mean Golf Square Pty Ltd.
- b) Words in the singular include the plural and vice versa.
- c) Headings are for convenience and do not affect interpretation.
- d) References to laws include updates or amendments to those laws.

For any questions or concerns about these Terms, please contact us at 1800 166 168.