

Membership Agreement

Welcome! To ensure that the City of Onkaparinga and Willunga Golf Course is able to provide a safe and comfortable environment for all members and staff, please assist us by complying with the following conditions. We advise you to only sign this membership agreement if you understand and agree to abide with these conditions. The information outlined in these terms and conditions can and will be used in the event of a discrepancy.

TERMS AND CONDITIONS

Introduction

By signing the agreement, you acknowledge and agree:

You have been given a copy of this agreement and agree to abide by your obligations in it;

This agreement also relates to your authority to EziDebit or other debiting agent nominated by the City of Onkaparinga 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 Agreement and Direct Debit Request. These terms and conditions are set out in this agreement and can also be accessed on the Willunga Golf Course website (willungagolf.com.au).

Definitions

In this Agreement unless the contrary intention appears:

- Willunga Golf Course: Your membership entitles you to visit
- Ezidebit: Ezidebit Pty Ltd,

Address: PO Box 3327, Newstead, QLD, 4009

Phone: (07) 3124 5500

- CITY OF ONKAPARINGA: head office at PO Box 1 Noarlunga Centre SA 5168.
- YOU/MEMBER: the name in which the membership account has been created, which at times may differ to the party paying for the membership, and includes the parent or guardian of the member if the Member is under 18 years.
- WEBSITE: the Willunga Golf Course's website at www.willungagolf.com.au

Membership Queries

- All queries and comments about the services provided under this agreement should be directed to the Willunga Golf Course via its contact details listed on the website
- All queries and comments about the direct debit billing service should be directed to willungagolf_office@mail.com.
- The member acknowledges that EziDebit has been engaged by the City of Onkaparinga/Willunga Golf Course to collect the fees due under this agreement if paying by way of direct debit, and also acknowledges that all rights of the course under this agreement are able to be enforced by EziDebit as if it were the course without any involvement on the part of the course or the consent of the member.

General Conditions of Entry

To assist us in maintaining a safe and comfortable environment for all members and staff, you are required to abide by the following conditions. Failure to abide by these conditions may result in the suspension or termination of your Course Access Membership:

- Entry will be refused, or you may be requested to leave the Course if:
 - you are using abusive or threatening language or behaving in a threatening way
 - you are under the influence of drugs or alcohol
 - you instruct other members/guests when the Golf Course has not authorised you to do so
 - you behave in another way that is considered by the City of Onkaparinga to be risky or seriously inappropriate.
- Dress code: Fully enclosed, clean sports/golf shoes must be worn, no metal spikes. Clothing must be clean and tidy with no offensive prints or designs for the consideration of other members.

Minors under the age of 18 years are eligible for a membership and the following general terms and conditions apply:

- the Membership Form must be signed by the Parent/Guardian at the course to commence the membership
- the minor must comply with all safety requirements of the course as communicated to the member from time to time
- the minor's membership may be cancelled for any inappropriate behaviour, misuse of equipment or failure to comply with safety requirements
- the minor under 12 years must be accompanied by a Parent/Guardian
- if the minor under 12 years old wants to play with people other than the Parent/Guardian, a consent letter must be sent to Willunga Golf Course – willungagolf_office@mail.com

Membership Agreement

- You must report to the Proshop staff to register your attendance for safety, security and insurance purposes
- Entry to the course may be refused as a result of unpaid or outstanding membership fees as detailed in this agreement.
- You must Tee off of the first Tee, unless directed by Pro Shop Staff to Tee off from any other Tee Block
- ALLOWING TO USE YOUR IMAGE: We sometimes film or photograph the centre so it is possible you will appear in the background. Please indicate your permission on the agreement for use of your image in promotional and other business-related material.
- Willunga Golf employees or contractors are not responsible for any loss of, or damage to, personal property from the course or a locker, and we recommend that you keep all valuables with you while using the course
- Willunga Golf Staff are unable to look after your personal possessions (keys and wallets for example) whilst you are in the Course.

Course Access Membership at Willunga Golf Course requires you to:

- advise the course staff of any changes to your contact details
- advise the course of any changes to your Ezidebit card or account details
- comply with all Conditions of Entry (see in Course signage) and the guidelines in this agreement
- pay all agreed fees, 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

Special Conditions for Certain Membership Types

If there are special conditions or benefits relating to your membership type, these will be either attached to your membership contract and/or displayed on the website and form part of your membership agreement.

Overdue Fees & Revocation of Membership Entitlements

- All entitlements and entry into Willunga Golf Course is revoked if a member's account is in arrears in excess of 2 months ezidebit failed payments.
- If your automatic direct debit reverses or is returned to us by your financial institution the following process will apply:
 - Willunga Golf Course or EziDebit will attempt to contact you about retrying the debit
 - If the debit remains outstanding it will be processed within 7 days of the reversal with any reversal along with any late fees that apply
 - If you fail to pay us the fees by the due date, we are entitled to refuse you entry to the course
 - If unpaid fees remain outstanding and after attempts to rectify the arrears, your membership may be forwarded to a collection agency for further action. City of Onkaparinga reserves the right to vary the process set out in this agreement by providing you with one month advance written notice of any changes.

Cancellation/Termination

- a cancellation request should be provided to your course as follows:

During Cooling Off Period:

- your membership is subject to a fourteen (14) business days cooling off period
- the cooling off period applies to new memberships only and does not apply to membership renewals
- the cooling off period starts from the date the agreement is entered into (the date the agreement is signed) and ends at close of fourteen (14) business days later
- your membership can be cancelled during the cooling off period by contacting the WG Course contact details as listed on the website
- all monies paid will be refunded with the exception of an administration fee of \$30

Ongoing Membership Agreements:

- if your contract is designated as an ongoing membership on the front page of your EziDebit form, you acknowledge that unless you provide notice of termination of your membership prior to the end of the minimum period your membership fees will continue to be deducted until you give City of Onkaparinga 30 days written notice of your intent to end your membership
- If your membership contract is designed as a fixed term (12 month) membership you acknowledge that it will terminate at the end of the term displayed on the front of this contract unless you renew prior to that date.

Permanent sickness or physical incapacity:

- you may terminate your membership agreement before the expiry of the minimum term (or payment amount) if all instalments and fees due up to the date of termination are paid and the relevant cancellation fee is paid in full at time of cancellation request
- the cancellation fee is equivalent to one-month membership fee
- Willunga Golf Course requires you to contact us via the course contact details as listed on the website advising of your cancellation request
- there will be a period of 30 days written notice to cancel, unless otherwise specified, from the date of cancellation request to the date of termination, during which any payments that fall due must be paid in full
- the notice period will exclude suspension or payment break time applied to your membership
- any instalments/fees due at the date of termination (including instalments/fees which fall due during the notice period) will remain a debt owed to and recoverable by City of Onkaparinga and/or EziDebit
- you shall not consider that your membership agreement has been terminated until such time as this is confirmed in writing to you by Willunga Golf Course (not more than 14 days after the termination date). Termination of your membership agreement will also terminate the Direct Debit Request Authority

Termination by City of Onkaparinga

City of Onkaparinga reserves the right to terminate this membership agreement in any of the following circumstances:

- you fail to abide by any of the criteria listed in the Conditions of Entry (posted in your Course) or the obligations listed in this agreement
- if City of Onkaparinga reasonably believes that you have engaged in inappropriate conduct
- to protect the health and safety of you or other members.

CCTV

- you acknowledge and understand that Closed Circuit Television (CCTV) has been installed within appropriate applications within the course and surrounds as a strategic component for team member, member and contractor safety and crime and misconduct prevention.
- you consent to being filmed under CCTV for these purposes and understand that City of Onkaparinga will only use and store your image in accordance with its Privacy Statement and CCTV Policy.

Damage & Personal Injury

- To the extent permitted by law, City of Onkaparinga/Willunga Golf Course and EziDebit excludes any liability to the member in agreement, 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 member and/or any other person, or for any costs, charges or expenses incurred by the member, arising from or in connection with this membership agreement and/or the services/products provided by Willunga and/or City of Onkaparinga and/or EziDebit, and/or any act or omission of Willunga Golf Course and/or City of Onkaparinga and/or EziDebit.

Safety, Maintenance & Service Demand

From time to time City of Onkaparinga may be required to make changes to the operation of the premises, these may include:

- changing the availability of facilities or services within the course
- closing off part of the premises or equipment for maintenance or safety reasons.
- changing general conditions of entry
- where this occurs Willunga Golf Course will provide reasonable notice on the course notice boards, the Willunga Golf Course website or social media accounts.

Damage to course

Any member who wilfully or through their negligence damages the course, equipment or its property will pay for the damage. Members are responsible for damages caused by their guests and children.

Membership Freeze

A membership freeze (suspension of payments) may be possible under the terms of your membership agreement.

- only with a medical certificate
- back dated medical certificates will only be back dated one (1) month prior to the date received by Willunga Gold Course – willungagolf_office@mail.com
- if your membership is frozen, your course access and other membership entitlements are also frozen until such time as you remove your membership freeze

Payments by Direct Debit

If paying by Ezidebit:

- Please refer to EziDebit's Terms and Conditions

Other Course Policies:

- Appropriate athletic shoes only. No street shoes, boots or sandals are allowed on the course
- Patrons will be courteous at all times
- Swearing and derogatory remarks involving any other member or course personnel will not be permitted
- Report any equipment problem immediately to the staff

Privacy Disclaimer

Personal Information

I grant the Willunga Golf Course permission to use my personal information for internal marketing purposes and may include my name and contact details on marketing lists and offer me goods and services by mail, telephone, facsimile, email or SMS.

OR

I do not grant the Willunga Golf Course permission to use my personal information for internal marketing purposes.

Photograph Release

I grant the Willunga Golf Course permission to take photographs of me. The Willunga Golf Course may use such photographs for any lawful purpose including, but not limited to publicity, advertising, illustration and website content.

OR

I do not grant the Willunga Golf Course permission to take photographs of me.

Legally Binding Agreement

This agreement is legally binding for your use of the course and grounds and the services specified under this agreement.

- I am 18 years of age or older at the time of signing.
- I am not 18 years of age or older, my parent/adult guardian will sign also. I agree to the terms above and on the reverse of this form.
- I agree to the terms listed on this form

You should read these terms carefully and ask about anything you do not understand.

Fees and charges

Prices are subject to change:

- fees are reviewed annually on the 1st of July
- if there are any increases you will be notified of any such changes
- if you pay monthly by EziDebit you agree to a change in your monthly repayments if less than 5% without signing a new EziDebit agreement
- cancelation of membership requires 30 days written notice
- any change in membership category within one (1) calendar year will incur a \$30 admin fee



Membership Agreement and Membership Guidelines

Guidelines put in place to ensure the safety and comfort of all members. Members and guests acknowledge that you are physically able to engage in any activity and use of this facility are undertaken at your sole risk. You also agree to accept full responsibility for all personal belongings.

Under no circumstance may a member bring an unauthorised guest into the facility during non-staffed hours.

We prohibit the use of our facilities for any use of personal coach's not employed or insured by the Willunga Golf Course.

Management of the Willunga Golf Course may suspend or cancel the rights, privileges, or membership of any member in default under this agreement or whose actions are detrimental to the enjoyment of the course by other

members. Any illegal activity will be report to the authorities. Failure to abide by the Willunga Golf Course terms and conditions also constitutes default.

You agree that you are voluntarily participating in the use of this facility and assume all risks of injury, illness, or death. We are also not responsible for loss of any of your personal property.

I hereby agree that I hold no claim against the City of Onkaparinga in the event of injury or death.

This waiver and release of liability includes without limitation, all injuries which may occur, regardless of negligence, as a result of (a) your uses of all amenities and equipment in the facility (b) your slipping and/or falling while on the course, or in the club house premises, including adjacent parking areas and sidewalks

You acknowledge that you have read carefully this waiver and fully understand that it is a release of liability. You expressly agree to release and discharge the course, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring legal action against the course for negligence, personal injury or property damage.

NAME:

MEMBER #:

SIGNED:

DATE:

Web: -www.willungagolf.com.au

Email: - willumgagolf_office@office.com

Phone: - 08 8556 2200

Address: - St Peters Tce, Willunga SA 5172,

PO Box 795 Willunga SA 5172