

YEARLY PASS TERMS AND CONDITIONS

Facility: "The Facility" of "The Centre" refers to Keilor Public Golf Course & Driving Range facilities including but not limited to the Keilor Public Golf Course, the Driving Range, the Putting Green and all associated areas within the boundary of the facility.

YEARLY PASS ENTITLEMENT: Immediately upon payment of the required fee and the acceptance of my Keilor Public Golf Course yearly pass holder application, I acknowledge that I will be a pass holder and will be bound by the associated terms and conditions as set out and referred to in this document. As a yearly pass holder, I understand I am entitled to use the facilities set out in my yearly pass holder type. I understand that I can upgrade or downgrade my yearly pass type at any time of my contract. Direct Debit changes will take effect from the next debit date. Yearly passes are not transferable.

AGE: All areas of the centre are subject to age restrictions and are to be adhered to at all times. Children under the age of 16 using the facilities must be actively supervised by a person 18 years or over. The Centre/Management may impose access restrictions to certain areas of the Centre in the case of children. Users under the age of 18 are not permitted to drive or hire a motorised golf cart.

SUSPENSION: I understand that yearly pass suspension is available. Suspensions can be completed through the client portal or in facility at reception. Direct Debit yearly pass holders can be suspended for a maximum of 6 weeks per year. Additional periods of suspension are available at 50 cents per day and are payable in line with the direct debit calendar. Medical suspensions are free of charge and are available upon medical certificate being presented.

YEARLY PASS PAYMENTS: I understand that if any amounts payable by me for my yearly pass are not paid within 14 days of the due date, my yearly pass may be forfeited and I will be required to join under a new Year Pass agreement. I also acknowledge that a \$10 will be applied to my direct debit fee for a failed payment. Pass holders with past outstanding debts owed to the Keilor Public Golf Course must pay these before re-joining under a new agreement.

YEARLY PASS REFUNDS: If I decide not to continue with my Direct Debit or Term for my yearly pass within the 7-day cooling off period, I am entitled to a full refund of monies paid.

CANCELLATIONS: I understand that cancellation of my direct debit yearly pass is possible on or after expiry of my minimum subscription period by giving 14 days prior written notice. I hereby agree to pay the cancellation administration fee or early exit fee if I fail to give 14 days prior written notice. Cancellation forms can be obtained from Reception. Cancellation of Yearly Passes over the phone is not possible. There is a 3-month minimum term for all Yearly Pass holders and Yearly Passes must be paid out for this period if a request to cancel before the minimum term. Pass Holders with an outstanding balance must clear this amount before a cancellation can be processed.

CHANGE OF DETAILS: I acknowledge that I must inform the centre of any change to my personal details and any other information relevant to my yearly pass, including changes to my concession entitlements. Direct Debit members must notify the centre of any changes to their banking details.

RIGHT OF ADMISSION: I acknowledge that the facility reserves the right to refuse admission to any person, including those with a yearly pass, and has the right to cancel my yearly pass without warning or notice to me due to inappropriate behaviour or any other breaches of these terms and conditions.

CHANGE TO SERVICES & CONDITIONS: I acknowledge that Management reserves the right to change yearly pass terms and conditions and/or services, including but not limited to opening and closing hours and the range of services and facilities offered. Terms and condition changes will be made with 30 days written notice.

EACH VISIT: I acknowledge that upon each visit, I must present my yearly pass holder tag. I understand that if I lose my yearly pass holder tag there will be a fee charged for replacement. Those who regularly don't present their yearly pass holder card may be refused entry or charged for a replacement card.

RESPONSIBILITY FOR DAMAGE: I acknowledge that I am responsible for any damage which I may cause to the facility, golf carts, driving range equipment or other individuals property or self. If such damage is caused wilfully, negligently, or accidentally, appropriate charges will be levied to remedy the damage, and no more.

FEES & CHARGES: I acknowledge that management reserves the right to increase associated Yearly Pass fees at any time and will give 30 days' written notice of any increase.

MOTORISED TRANSPORT: I acknowledge that I will provide a copy of liability insurance each year for use of my own motorised transport at the facility. I will abide by all rules for motorised transport and understand that at the discretion of the staff, will be unable to access the course with my motorised transport.

CONTRACTORS: I understand that Brimbank City Council engages contractors to provide some of its services. I acknowledge that any claim which I may have as a result of an act or failure to act by such a contractor will be brought against and will be the responsibility of that contractor and not Brimbank City Council. I hereby release and will indemnify and keep indemnified Brimbank City Council for any claim suffered by me as a result of an act or failure to act by a Contractor engaged by Brimbank City Council.

CONDUCT: In order to foster a pleasant and relaxed atmosphere within the facility, I understand that I must conduct myself in a responsible manner. I agree to comply with centre policies and procedures and my Yearly Pass Terms and Conditions. Staff reserve the right to permanently expel members, visitors, and casual users from the Centre if their behaviour is deemed to be inappropriate, dangerous, threatening, or intimidating.

DISCLAIMER: I hereby represent that I am physically capable of, and there is no medical reason to prevent me from, proceeding with the use of the centre facilities without endangering my health. I acknowledge that whilst on the premises my person and my property are at my own risk. I hereby release and indemnify Brimbank City Council, its officers, employees, agents, volunteers, penalties, costs, and expenses arising directly or indirectly from or in connection with my attendance at or participation in any programs, to the extent permitted by law. I acknowledge that except as provided in this document, Brimbank City Council gives no warranties in respect of the facilities and equipment it provides.

DIRECT DEBIT AGREEMENT: This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with Payrix and the Business. It also details what our obligations are to you as your Direct Debit Provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

DIRECT DEBIT AGREEMENT: I/We hereby authorize Payrix Pty Ltd (ABN: 63 135 196 397) Direct Debit User ID 382220 to make periodic debits on behalf of the "Business" as indicated on the front of this Direct Debit Request (herein referred to as the Business).

I/We acknowledge that Payrix is acting as a Direct Debit Agent for the Business and that Payrix does not provide any goods or services and has no express or implied liability regarding the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

I/We acknowledge that Payrix and the Business will keep any information (including account details) contained in the Direct Debit Request confidential. Payrix and the Business will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorized use, modification, reproduction, or disclosure of that information. We will only disclose information that we have about you: a) to the extent specifically required by law; or b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

I/We acknowledge that the debit amount will be debited from my/our account according to the Direct Debit Request, this Agreement and the terms and conditions of the agreement with the Business.

I/We acknowledge that bank account details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution.

I/We acknowledge that it is my/our responsibility to ensure that there is sufficient cleared funds in the nominated account by the due date to enable the direct debit to be processed on the debit date. Direct debits normally occur overnight; however transactions can take up to three (3) business days depending on your financial institution.

I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/We agree that Payrix will not be held responsible for any fees and charges that may be charged by your financial institution.

I/We acknowledge that there may be a delay in processing if: 1) There is a public or bank holiday on the day, or any day after the debit date 2) A payment request is received by Payrix on a day that is not a Banking Business Day 3) A payment request is received after normal operational hours, being 2.30pm Monday to Friday. Any payments that fall due on any of the above will be processed on the next business day.

I/We authorize the Business to vary the amount of the payments from time to time as provided for within the Business agreement.

I/We authorize Payrix to vary the amount of the payments upon instructions from the Business.

I/We do not require Payrix to notify me/us of such variations to the debit amount.

I/We acknowledge that the total amount billed will be for the specified period for this and/or subsequent agreements and/or amendments.

I/We acknowledge that the Business is to provide 30 days notice if proposing to vary the terms of the debit arrangements.

I/We acknowledge that variations to the debit arrangement will be directed to the Business.

I/We acknowledge that any request to stop or cancel the debit arrangement will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming you are advised to contact your financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, I/We will be responsible for any fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by Payrix.

I/We authorize Payrix to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that if specified by the Business, a setup, variation, dishonor, SMS or processing fees may apply as instructed by the Business.

I/We authorize: 1) The Debit User to verify details of my/our account with my/our financial institution 2) The Financial Institution to release information allowing the Debit User to verify my/our account details.

ACCESS

Your Yearly Pass tag will grant you access to use the facilities as stipulated via the terms of your Yearly Pass. During un-staffed hours you agree to ensure you, nor anyone within a party of yours, are using the facilities.

I agree that should the weather become inclement, and a decision by the Superintendent or Golf Manager be made to close the course, or remove golf carts from the course, I will abide by such rulings.

You understand as a yearly pass holder, you are not guaranteed to play at any specific time or date, unless you are the holder of a booking at that specific time and date, and that the course is deemed open for play, through our booking timesheets which you will be given access to. Access may be revoked from this system if your account is in arrears.

By accepting these terms and conditions you agree to make yourself familiar with all relevant signage across the facility and abide by their request.

This information will cover information such as:

For all users safety, it is not appropriate to ask another member to give you access to the course in un-staffed hours at any time.

If your Yearly Pass Tag is lost or stolen, you must notify the facility immediately. You can still access the club during staffed hours. A replacement tag fee of \$10 applies to a replacement pass tag.

All critical information that pertains to access at the facility, including staffed hours, conditions of entry and access requirements

Defibrillator, First aid kit location and other emergency procedures

Emergency evacuation plans and exits. In the event of an emergency, you will be required to exit the building immediately when the fire/evacuation alarm sounds.

By using the facility, you acknowledge certain inherent risks in relation to the use of the centre and equipment. You acknowledge that those risks are inherent to the game played and acknowledge to standardised expectations in accordance with the Rules of Golf.

General Information

The entire facility area is strictly out of bounds during unstaffed hours and the entire facility is monitored by CCTV at all times.

I understand cars left within the golf course carpark at closing times will have reasonable and exhaustible efforts made to be informed to leave, however staff will lock gates in accordance with closure times, and my vehicle may be locked in the carpark until the facility reopens.

I fully understand and accept that if I intentionally let someone access the facility with no payment or through behaviour that is deemed to be inappropriate by the facility, that I will be charged \$250 and my year pass will be suspended until payment is made or have my year pass revoked.

I agree and will abide by all the points mentioned in the Risk Warning and Liability Exclusion section below.

RISK WARNING AND LIABILITY EXCLUSION - IMPORTANT NOTICE – THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS – PLEASE READ IT CAREFULLY

By entering Keilor Public Golf Course, I agree to the conditions of entry and health and safety requirements. Failing to comply with these Conditions of Entry, I may be refused entry, removed, or banned from the facility.

My Yearly Pass may also be revoked or cancelled without refund.

I acknowledge that these facilities and its staff take measures to ensure the services are as safe as possible and there is a risk that I could be personally injured as a result of my use and/or participation in and/or reliance on the services.

I understand that any personal injury may result from my actions, the actions of others, or equipment failure and may be life-threatening or result in severe or permanent disability or death.

I agree to abide by the rules of conduct, behaviour, equipment usage, and use of services that are displayed within the facility.

I agree that I will use and/or participate in and/or rely on the services at my own risk.

I agree that Keilor Public Golf Course, Brimbank City Council and its staff will not be liable to me or my dependents for personal injury or death suffered by me due to:

- a. Services not being supplied with due care and skill or not being reasonably fit for their purpose or breach of any other consumer guarantees.
- b. Negligence, breach of contract and/or breach of statutory duty of Keilor Public Golf Course

I understand that this Risk Warning and Liability Exclusion is not intended to exclude, restrict, or modify liability which cannot lawfully be excluded, restricted, or modified.

I acknowledge I have read and understood the content in this Risk Warning and Liability Exclusion section of this document and have signed below/or digitally in accordance with my own free will.