

# Terms and Conditions of Use

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## RECITALS

- A. Access and use of this Website is subject to the terms and conditions of use outlined in this agreement and you acknowledge that the Website Owner provides the website to you subject to these Terms.
- B. If these Terms do not suit your specific needs, we encourage you to contact us to discuss.

## 1. Definitions and Interpretation

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1.1. In these Terms (including the recitals) unless the context otherwise requires:

“**Account Information**” has the meaning given in clause 4.2;

“**Intellectual Property**” or “**Intellectual Property Rights**” includes all present and future rights in relation to copyright, trade marks, designs, patents or other proprietary rights, or any rights to registration of such rights whether created before or after the date of these Terms;

“**Member**” or “**Membership**” has the meaning given in clause 4.1;

“**Site Content**” means all material, content and information made available on the Website including but not limited to written text, graphics, images, photographs, logos, trademarks, audio material, video material and any other forms of expression;

“**Website**” means the website as identified in the Schedule;

“**Website Owner**”, “**We**”, “**Our**” or “**Us**” means the owner of the Website as identified in the Schedule;

“**Terms**” means this agreement (including the recitals and the schedule), as amended from time to time;

“**You**”, “**Your**” means you as the user of the Website.

1.2. In these Terms, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect their interpretation or construction;
- (b) the singular includes the plural and vice versa;
- (c) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to these Terms;
- (d) words importing a gender include other genders;
- (e) the word “person” means a natural person and any association, body or entity whether incorporated or not;
- (f) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (h) all monetary amounts are in Australian currency;
- (i) a reference to time refers to Eastern Standard Time;
- (j) “includes” is not a word of limitation;
- (k) no rule of construction applies to the disadvantage of a Party because these Terms are

prepared by (or on behalf of) that Party;

- (l) a reference to any thing is a reference to the whole and each part of it;
- (m) a reference to a group of persons is a reference to all of them collectively and to each of them individually; and
- (n) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document.

## 2. Terms and Conditions

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- 2.1. Access to and use of this Website is governed pursuant to these Terms. By using or reading the content of the Website, you signify that you have read, understood and agree to be bound by these Terms.
- 2.2. The Terms are periodically reviewed by us and we reserve the right to change our Terms by updating this page at our sole discretion without notice to you. You should review this page regularly as any changes to the Terms take immediate effect from the date of the publication on this page.
- 2.3. Your continued use of the Website after this time constitutes an agreement by you to abide by and be bound by these Terms, as so amended.

## 3. Acceptance

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- 3.1. In order to use this Website, you must first agree to the Terms.
- 3.2. You accept the Terms by:
  - (a) reading, reviewing or browsing the content on the Website; or
  - (b) clicking to accept or agree to the Terms, where this option is made available to you by the Website.
- 3.3. Notwithstanding clause 3.2, you may not accept the Terms or access the Website if:
  - (a) you are not of legal age to form a binding contract with us; or
  - (b) you are a person barred from entering into contracts under legislation,in which case, you must immediately leave the Website.
- 3.4. By accepting the Terms, you agree that this is clear and unequivocal proof that the Terms herein are not unconscionable, that there is no unfair bargaining power or position, that there is no duress, and that you have carefully read and understood the Terms.
- 3.5. If you do not understand any part of the Terms you should seek independent legal advice.
- 3.6. Before you continue, you should print off or save a local copy of the Terms for your records.

## 4. Membership

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- 4.1. In order to use this Website, you may be required to provide information about yourself such as identification or contact details to become a registered member ("**Member**" or "**Membership**").
- 4.2. In becoming a Member, you may be issued with a User ID and/or password ("**Account Information**").
- 4.3. You agree that any information you provide to us will always be accurate, correct and up to date. We may suspend or terminate your access to the Website if any information provided is inaccurate, outdated or incomplete.

- 4.4. In creating a Membership, you understand and agree that access and use of the Membership is limited, non-transferable and allows for the sole use of the Website by the Member.
- 4.5. The price (if any) of your Membership is subject to change as advised to you by us from time to time. You will be given an opportunity to either accept the changed price or terminate your Membership.
- 4.6. In creating a Membership, you agree to receive commercial messages from us. You may unsubscribe from such commercial messages at any time by using the “opt-out” function within the message.

## **5. Provision of Goods or Services**

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- 5.1. You acknowledge and agree that if you order goods and/or services through the Website:
  - (a) you will pay for the costs of such goods and/or services in accordance with the payment terms on the Website;
  - (b) we may use a third-party banking merchant to process payments made through the Website and, in these circumstances, your use of these payment facilities may be subject to the terms and conditions of the third-party banking merchant;
  - (c) you agree to indemnify us against any loss directly or indirectly suffered due to your failure or delay in making payment in full or in part and notwithstanding that the failure or delay may be out of your control;
  - (d) the risk and title in any goods you purchase from us will pass to you upon our receipt of your payment for the goods;
  - (e) the obligation to pay for any services rendered arises after those services are practically completed;
  - (f) unless otherwise specified, any monetary amounts are exclusive of GST; and
  - (g) any special conditions or terms of sale as specified in the Website prevail over this clause.

## **6. Gift Vouchers**

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- 6.1. Gift vouchers are non refundable, non transferable and not redeemable for cash or other gift vouchers.
- 6.2. Gift vouchers are valid for bookings made up to and including the “valid until” date stated on the gift voucher.
- 6.3. You acknowledge and agree that we accept no responsibility for lost or stolen gift vouchers.

## **7. Online Booking**

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- 7.1. We reserve the right to combine groups booked with less than 4 people.
- 7.2. We reserve the right to alter tee-off times due to circumstances outside of our control.

## **8. Returns and Refund Policy**

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- 8.1. Our policy does not exclude or replace your rights given under Australian Consumer Law and regulations.
  - (a) If you believe a good is faulty, you may have rights to a remedy under the Australian Consumer Law.
  - (b) It may be necessary for us to send your goods to the manufacturer or their service agent for it to

be assessed within a reasonable period of time.

- (c) Where an item is damaged through misuse or abnormal use, we will not provide a refund, exchange or repair.

8.2. Any non-faulty products cannot be returned, refunded or exchanged.

## **9. Delivery**

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9.1. All orders will be dispatched within 2 business days of the order.

9.2. We do not guarantee delivery times as delays may be experienced.

## **10. Cancellation and No-show Policy**

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10.1. Cancellation of a booking notification must be provided not less than 24 hours prior to the date of booking.

10.2. We reserve the right to retain the deposit for a rebooking.

10.3. You must arrive at least 15 minutes prior to your booked tee-off time. Failure to do so will result in a no-show.

10.4. You acknowledge and agree that the full deposit will be charged for a no-show or a cancellation with less than 24 hours prior notice to the date of the booking.

10.5. Bookings made less than 24 hours prior to the date of booking are non-cancellable and no refunds will be provided.

10.6. Bookings made with a gift voucher are non refundable. A booking credit will be issued when cancellation notification is provided not less than 24 hours prior to the date of booking.

## **11. Intellectual Property**

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11.1. The Site Content is protected by copyright and we reserve all Intellectual Property Rights which may subsist in the Site Content and/or the Website.

11.2. By accepting the Terms, you are granted a non-transferable and non-exclusive licence to:

- (a) view the Website;
- (b) print pages from the Website in its original form; and
- (c) download any material from the Website for caching purposes only.

11.3. You must not, without our prior written consent, which may be withheld at our absolute discretion:

- (a) copy, republish, reproduce, duplicate or extract Site Content;
- (b) redistribute, sell, rent or licence any Site Content;
- (c) edit, modify or vary the Site Content; or
- (d) otherwise use them in a way which will infringe the Website Owner' s intellectual property or other property rights.

## **12. Privacy & Use of Information**

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12.1. We collect and store the personal information you enter on the Website. The personal information we

collect will be maintained in accordance with our privacy policy available on the Website.

- 12.2. If you upload or otherwise provide any information or content in the course of accessing or using the Website, you agree that such content will be available to us to use in any manner it thinks fit, subject to applicable provisions of any legislation including (without limitation) privacy legislation.

### **13. Acceptable Use**

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13.1. You must not use, or cause this Website to be used, in any way which:

- (a) breaches any clause of the Terms;
- (b) infringes our or any third party's Intellectual Property Rights;
- (c) is fraudulent, illegal or unlawful; or
- (d) causes impairment of the availability or accessibility of the Website.

13.2. You must not use, or cause this Website to be used, as a medium which stores, hosts, transmits sends or distributes any material which consists of:

- (a) spyware;
- (b) computer viruses;
- (c) Trojans;
- (d) worms;
- (e) keystroke loggers; or
- (f) any other malicious computer software.

### **14. Links**

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14.1. You must not establish links on any other website to the Website or any other part or parts of the Website without the prior written consent of the Website Owner. If you would like us to link to your website, please contact us.

### **15. Indemnity and Liability**

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15.1. General indemnity

You agree to indemnify us, on demand, against any claim, action, damage, loss, liability, cost, charge, expense or payment which we may pay, suffer, incur or are liable for, in relation to any act you do or cause to be done, in breach of the Terms.

15.2. General limitation of liability

We will not be liable to you in contract, tort or equity in relation to any direct, indirect or consequential loss or damages you incur in relation to the contents, use or reliance of Site Content or otherwise in connection with the Website or any such loss or damage which may arise should you be unable to access the Website, for whatever reason and however arising, including negligence.

15.3. Acceptance

By using this Website, you agree and accept that the indemnity and limitations of liability provided in this clause 15 are reasonable.

## **16. Warranties and Representations**

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- 16.1. The use of this Website is at your own risk. The Site Content and everything from the Website is provided to you on an “as is” and “as available” basis without warranty or condition of any kind, express or implied.
- 16.2. None of our affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors make any express or implied representation or warranty about the Site Content or Website.
- 16.3. We do not warrant that the information contained in or accessible through the Website is accurate, suitable for your purposes or without errors, omissions or viruses nor do we guarantee continuous, uninterrupted or secure access to the Website . You acknowledge that access and use of the Website (including the software operating in connection with the Website) may be interfered with by numerous factors outside of our control. We do not warrant the accuracy of any advice, opinion, statement, representation or other information displayed on or accessible through the Website .
- 16.4. Subject to the provisions of law, we make no representations or warranties in respect of the information and materials available on the Website or the means of accessing that information and material (including the software operating in connection with the Website ).
- 16.5. We make no warranty or representation and accepts no responsibility for any websites operated or controlled by entities other than us which are or may become linked or framed to or from the Website.

## **17. General Provisions**

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- 17.1. Any provision of, or the application of any provision of these Terms which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 17.2. Any provision of, or the application of any provision of these Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 17.3. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms.
- 17.4. These Terms shall be governed by and construed in accordance with the law for the time being applicable to our registered place of business and you agree to submit to the non-exclusive jurisdiction of the Courts in that jurisdiction. The Website is available only to people in Australia who can form legally binding contracts under applicable law.
- 17.5. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created between you and the Website Owner by these terms of use.



## Schedule

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Website: means the website accessible through the following address:  
[www.eagleridge.com.au](http://www.eagleridge.com.au) operated by the Website Owner

Website Owner: Eagle Ridge Golf Course