



## **Golf Membership Terms & Conditions**

### **2022/2023 – Your Membership**

1. You are a financial member of Western Suburbs Leagues Club Illawarra Limited (Club).
2. By becoming a member of the Club, you have agreed to be bound by the Club's Constitution and By-Laws which constitute a statutory contract under the Corporations Act 2001.
3. The Club offers Golf Membership to those financial members of the Club wishing to participate in the game of golf at the Club's Port Kembla Golf Club premises.
4. Your home club will be noted as Port Kembla Golf Club unless you request the Club to make it Wests Illawarra.
5. You have requested, and the Club has agreed, to confer rights upon you, as determined from time to time by the Board of the Club in its absolute discretion, to play golf at the Club's Port Kembla Golf Club premises (Golf Membership).
6. The Golf Membership may be for a period of 12-months or less than 12 months if you are joining throughout the year or on a specific promotion.
7. Golf Membership expires on October 31st. in each year.
8. Golf Membership can be renewed only by the payment of the relevant fee (Golf Membership Fee).

### **Golf Membership Plans**

9. If you have applied for Golf Membership under a Golf Membership Plan, then by signing and submitting your Golf Membership Application Form to us you agree to pay your Golf Membership Fee either:
  - a. In full on the Start Date of the Golf Membership ; or
  - b. Where the Golf Membership Plan is for a specific term, by Instalments by direct debit for the duration of the Golf Membership Plan.
10. At the expiry of the Golf Membership Plan, unless you apply for another Golf Membership Plan, your existing Golf Membership Plan will expire and terminate.
11. If your Golf Membership Plan is not for a Fixed Term (e.g., a summer golf membership) then by signing and submitting your Golf Membership Application Form to us you agree to pay your Golf Membership Fees on the Start Date in full.



#### **Availability of Facilities and Amenities**

- 12.** The Golf Course and associated facilities will be maintained to allow for normal golf activities.
- 13.** There is no guarantee, however, as to the condition of the course or any associated facilities for which Golf Membership provides access.
- 14.** Golf Members will have access to the Golf Course based on their Golf Membership and subject to availability, which is to be determined at the sole discretion of the Club.
- 15.** Certain private and public events may dictate that the Golf Course, practice areas, PKGC club house facilities and/or other areas of the PKGC Premises be closed.
- 16.** You acknowledge and agree that nothing in a Golf Membership or these terms and conditions entitle you to any of the facilities on any particular day nor to any discount or refund because of any limited access.
- 17.** You further acknowledge and agree that access to the Golf Course, practice areas, PKGC club house facilities and other privileges or benefits may be limited by the Club in its exclusive discretion.
- 18.** No Member is entitled to a refund due to damage to or condition of the Golf Course or any of the associated facilities. Further, the will have no liability to any Golf Member for temporary suspension of any privilege due to maintenance, repair, construction, improvements, acts of God, epidemic, pandemic, inclement weather, utility disruptions or any other matters beyond control of the Club.

#### **Golf Scorecards**

- 19.** New golfing members without a current Golf Australia handicap can obtain one by handing in three 18 hole scorecards. You may use competition scorecards or Conforming Social Scores. To use a Conforming Social Score you must tell the Golf Shop you are nominating a round as a scoring round for handicap purposes before commencing play. Your playing partner must sign the card and they must have an active Golf Link number. Once all 3 cards are submitted, a handicap will be issued.
- 20.** New members transferring from another club must use their current GA handicap. Members belonging to more than one golf club must nominate a home club.
- 21.** Maximum handicap - 54.



### **Aged Membership**

- 22.** Members holding Golf Membership may also be eligible for Aged Membership.
- 23.** Eligible members will be contacted by the Club.
- 24.** The criteria for Aged Membership is as follows:-
  - i.** Fifteen (15) years of continuous membership as a Full Playing Member (6 Day or 7 Day) of PKGC or the Club; and
  - ii.** Must be 65 years or older (ie must turn 65 before 1st November when reaching the 15 year milestone).

### **Category Terms & Conditions**

- 25.** Joining - To be eligible for a membership category with an age criteria, you must be within the age bracket stipulated on the membership category as at the date of joining. Example:
  - a.** To be eligible for a junior membership, you must be under 18 years of age at the time of joining.
  - b.** To be eligible for an intermediate membership, you must be aged 30 year or younger at the time of joining.
- 26.** Renewing - To be eligible for a membership category with an age criteria, you must be within the age bracket stipulated on the membership category as at November 1st. Example:
  - a.** To be eligible for a junior membership, you must be under 18 years of age at November 1st of the year you are renewing.
  - b.** To be eligible for an intermediate membership, you must be aged 30 year or younger at November 1<sup>st</sup> of the year you are renewing.
  - c.** To be eligible for an aged membership, you must meet the below criteria:
    - i.** Fifteen (15) years of continuous membership as a Full Playing Member (6 Day or 7 Day) of PKGC or the Club; and
    - ii.** Must be 65 years or older (ie must turn 65 before 1st November when reaching the 15 year milestone).



#### **Additional Fees and Levies**

27. You agree and acknowledge that, despite payment of the Membership Fee for Golf Membership, the Club reserves the right to impose additional fees, levies and price increases on Golf Members at any time during the Golf Membership year in accordance with the Club's Constitution and By-Laws.

#### **Amendment of these Terms and Conditions**

28. You agree and acknowledge that the Club can amend the Terms and Conditions at any time without notice or agreement to you.

#### **Cart Hire Terms and Conditions**

29. You agree and acknowledge that where you choose to use a cart on the Golf Course or the Club's land, you will comply with the Cart Hire Terms & Conditions applying at that time. Golf carts and golf boards must abide by all cart restrictions in place at all times.

#### **Cancellation of Golf Membership**

30. To cancel a Golf Membership, all Membership Fees and other levies, fees and charges imposed upon you during your Golf Membership must be paid in full, including all outstanding Pay as you Golf payments. Any unpaid Membership Fee or other levies, fees and charges shall be regarded as a debt owing to the Club.
31. Golf Membership - is not transferable or refundable.
32. No refunds are issued for any Golf Membership payments.

#### **Paying for your Golf Membership**

33. If you have completed a Direct Debit Authority, then by signing and submitting that form you authorise us to debit all Golf Membership Fees from the nominated account or credit card in the Instalments in advance. You agree that it is your responsibility to have sufficient credit in the nominated account/s so that payment is made to us on time and in full. Pay as you Golf



payments must be paid on a weekly, or monthly basis with all payments being made by the end of the Golf Membership term -October 31st.

34. If your Golf Membership fees is paid via a Direct Debit Authority it is the responsibility of the Member to ensure that that have read all of the payment agreement information with Pay as you Golf. There are additional fees and charges associated with paying a Membership in this way. <https://www.payasyougolf.com.au/>
35. We accept no liability to you for drawing funds under your Direct Debit Authority to meet liabilities under your Golf Membership Agreement, including without limit, any additional charges imposed by your financial institution due to insufficient funds or credit in your nominated account/s.
36. If Pay as you Golf attempt to draw funds under your Direct Debit Authority to meet liabilities under your Golf Membership Agreement and the transaction fails, you agree that you may incur additional re-draw fees and your Membership may be suspended until all payments are up to date.

#### **Membership Suspensions (Non-Playing Membership)**

37. You can suspend your Golf Membership (due to injury or illness) at any time for up to a maximum of 12 months provided that:
  - a. All Golf Membership Fees are paid up to date at the time of your notice of suspension;
  - b. The period of suspension of your Golf Membership is for a maximum period of 12 months;
  - c. You have given written notice (in advance) to the Club of your desire to suspend;
  - d. You have provided a verifiable medical certificate evidencing your inability to play golf due to the injury or illness; and
  - e. Paid a one-off suspension fee of \$50 that is non refundable.
  - f. Voluntary memberships cannot be placed on suspension.
  - g. Non playing memberships allow members to have "lost time" on the course due to injury or illness to be returned to them by way of:



- i. Non-refundable credit against the next membership renewal period (a discount off membership fees to cover time lost)
  - ii. Or; time extension on current membership – If for any reason you choose not to renew after a NPM. Your current membership will be extended for the “lost time period” that was missed due to NPM.
- h. If your membership becomes unfinancial during the period of a NPM, there are two options to maintain a financial membership status:
- i. Option 1 – Renew as a social member. When you are able to return to golf, a non-refundable credit on your renewal fee, less the cost of the social membership will be applied. N.B: Social members do not have access to the MiClub portal, nor do they have any golfing rights.
  - j. Option 2 – Renew as a golf member and receive a non-refundable credit towards your renewal fee. This non-refundable credit will be based on “lost time” due to NPM, up to and including 31<sup>st</sup> October. Any additional NPM time will be provided as a non-refundable credit against the following membership year’s renewal fee.

#### **Dress Code**

- 38. Appropriate golf attire as determined by the Club in its absolute discretion is required at all times on the Golf Course and practice facilities.
- 39. PKGC is a non-metal spike facility.

#### **Course Etiquette and Care**

- 40. All Golf Members are expected to follow standard rules of course etiquette and courteous play and to respectfully interact with Club Staff, other members and their guests.
- 41. Replace divots, repair ball marks on greens, rake smooth all marks in sand traps and remove used tees.

#### **Permanent Physical Incapacity**



42. If you are unable to use the facilities and amenities of the Club by reason of permanent physical incapacity, you may submit a request to the Club for your Golf Membership to be cancelled. This application will be reviewed by the Board of the Club and may be reviewed by the Port Kembla Golf Club Advisory Committee. The application must be accompanied by a verifiable medical certificate evidencing your inability to use the facilities and amenities of the Club by reason of permanent physical incapacity.

#### **Recreational Activity Liability Warning**

43. All Golf Members are required to comply with protocols implemented by the Club and laws in place relating to any epidemic or pandemic including social distancing requirements.
44. By using the Golf Course, you acknowledge and agree that the following terms, conditions and risk warnings have been specifically brought to your attention by the Club.
45. Before you participate in the game of golf on the Golf Course, the Club advises that the general use of the Golf Course for the playing of the game of golf constitutes a Recreational Activity and requires that you ensure that you are aware of, and properly understand, all of the risks involved in the Recreational Activity.
46. **RISK WARNING:** The Recreational Activity clearly presents a number of risks, including but not limited to:
- k. Twists, sprains, ligament damage, broken bones and/or other physical injury; and
  - l. Serious physical injury or death.
47. These risks may also include the exacerbation or aggravation of any existing injury or condition that may also result in harm or disadvantage to you.
48. By agreeing to these Terms and Conditions:
- m. You also acknowledge, agree, and understand that the RISK WARNING above constitutes a Risk Warning for the purposes of section 5M and 5I of the Civil Liability Act 2002 (NSW) (CLA).
  - n. You agree that you have chosen to engage in the Recreational Activity voluntarily and at your own risk.



- o.** To the full extent permitted by law, you release the Club, its employees, directors and agents, from any claim, right or cause of action which you or your heirs, successors, executors, administrators, agents and assigns might otherwise have against the Club, its servant and agents, arising out of your participation in the Recreational Activity.
  - p.** The Club, its employees, directors and agents are not liable to you, your dependents or legal representatives for personal injury or death suffered by you because the Recreational Activity was not supplied with due care and skill or the Golf Course was not reasonably fit for its purpose or because of the negligence, breach of contract, statute or statutory duty by the Club.
- 49.** You do not have to agree to these Terms and Conditions incorporating this Liability Waiver, however the Club may refuse to allow you to participate in the Recreational Activity if you do not agree to the release outlined in this waiver, by agreeing to this Liability Waiver.