



GOLF SIMULATOR MEMBERSHIP AGREEMENT

1. Definitions

The following definitions apply in this document:

- 1.1. **Agreement** means this Membership Agreement including all the recitals, schedules and any other agreement expressed to be supplemental to this Agreement.
- 1.2. **Business day** means any day which is not a Saturday, Sunday, or public holiday in Queensland.
- 1.3. **Payrix Agreement** means the debit agreement by Payrix.
- 1.4. **Membership Fees** means any fees payable by the Member as a result of Pacific Golf Club granting the Member a Membership and any other fees imposed by Pacific Golf Club from time to time.
- 1.5. **Facility** means the indoor golf simulator facility and equipment provided by Pacific Golf Club located at 420 Pine Mountain Road, Carindale, QLD, 4152.
- 1.6. **Personal Information** means the same as defined by the Privacy Act 1988.
- 1.7. **Waiver and Registration Form** means the waiver and registration form signed by the Member.

2. Membership

2.1. Membership

Upon signing this Agreement, the person named as a Member under this Agreement will become a Member of Pacific Golf Club - Golf Simulators and acknowledges and accepts to be bound by the terms of this Agreement.

2.2. Member under 18 years of age

- (a) The purchase of a Membership by a Member aged under 18 years old requires the written consent of their parent or guardian.
- (b) The parent or guardian of this Member shall be solely responsible for the Member's conduct and compliance with the Agreement.
- (c) Any member under the age of 15 requires parental or guardian supervision at all times whilst using the facility.

2.3. Membership transfer

Memberships are non-transferrable and cannot be exchanged, sold or redeemed for a cash refund.

2.4. Orientation

The Member may be required to participate in an orientation to familiarise with the Facility prior to use.



2.5. Proper use of equipment

The Member must ensure to take care to use the Facility safely and properly. The Member must advise a staff member if they are not sure how to operate any equipment properly.

2.6. Guest passes and Members Guests

(a) The member is entitled to guest passes.

(b) The Member's guest must complete the Registration and Waiver Form and any other forms reasonably required.

(c) Once guest passes are used, members are entitled to bring guests who will be charged at the members guest rate per hour. The member is responsible for ensuring their guest has checked in and paid the appropriate fees before using the facility.

3. Fees

3.1. General

(a) The Member must pay the Membership Fees when it is due and payable irrespective of whether the Member has not attended the Premises or accessed the Facility (subject to the right to suspend the Membership or place the Membership Fee on hold as set out in this Agreement). Some rights and obligations that apply in relation to particular Membership Fees are set out in this Agreement.

(b) The Membership Fee is non-refundable, subject to any requirements at law to the contrary.

(c) Following the expiration of the Minimum Term, Pacific Golf Club may, at any time and with notice to the Member, increase the Membership Fee.

3.2. If the payment is NOT paid when due

(a) If the Member fails to make any payment when it is due, Pacific Golf Club may suspend the Membership and as a result the Member may be refused access to the Facility until all outstanding amounts have been paid.

(b) Pacific Golf Club may also terminate the Membership if any Fees remain unpaid for an extended period. The Member will still be liable for any and all unpaid amounts. A cancellation fee may also apply.

3.3. Fee increase

During the Minimum Term, the Membership Fees will not be increased. Other fees may, however, be varied. Pacific Golf Club will make reasonable efforts to notify the Member about any Fee changes. If the Fees are varied, the Member authorise any debits from their nominated account to be varied.

3.4. Direct Debit Agreement

The Member acknowledges and agrees to the terms of the Payrix Agreement.

4. Rules

(a) The Member and its guests agree to observe all rules displayed and posted in the Facility.

(b) Pacific Golf Club can refuse to grant a Member or their guests access or entry to, or may expel a Member or their guests from, the Premises for misconduct or failure to comply with the terms of this Agreement and the Facility rules.



5. Termination and Cancellation

5.1. Pacific Golf Club has the right to terminate or suspend.

(a) Pacific Golf Club has the discretion to suspend or terminate the Membership Agreement for any breach by the Member of this Membership Agreement by giving notice to the Member.

(b) If the Membership has been terminated under this clause, the Member must pay all unpaid monies and shall not be entitled to receive a refund on any amounts paid for the Membership subject to any requirements at law to the contrary.

5.2. Cancellation in the Minimum Term for Medical Reasons (numbering) applies to weekly membership payment option only.

(a) A Member may cancel their Membership at any time by providing notice in writing that the Member has contracted a serious illness or a permanent physical incapacity which is confirmed in writing by a doctor or other medical professional.

(b) If a Membership is cancelled under this clause, Pacific Golf Club can charge:

(i) an Administration Fee;

(ii) other fees incurred such as Membership Fees (calculated on a pro rata basis) and other Fees for services already supplied.

5.3. Cancellation in the Minimum Term for Other Reason, applies to weekly membership payment option only.

(a) A Member may cancel their Membership for any other reason in the Minimum Term by providing Pacific Golf Club with one month written notice.

(b) If a Membership is cancelled under this clause, the Member must pay a cancellation fee which is a sum equal to 28 days Membership Fee.

6. Renewal

(a) For Weekly Membership Payment Option, the Member's Membership will automatically renew at the end of the Minimum Term which is 3 months.

(b) For Annual Membership Payment Option, the Member will receive a renewal notice one month prior to the end of the Minimum Term which is 12 months.

7. Cooling off period

(a) All new Memberships are subject to cooling off period of 5 business days.

(b) A request for termination of membership during the cooling period must be made by written notice to Pacific Golf Club.

(c) For any membership terminated during the cooling off period, Pacific Golf Club will refund the Member any membership fees paid. The Administration fee is non-refundable.

8. Waiver of Liability

(a) The Member agrees that it has signed and understood the Waiver and Registration Form before entering the Facility and upon signing this Agreement.



- (b) The Member agrees that all use of Pacific Golf Club facilities, equipment, and parking area is at their sole risk.
- (c) The Member agrees that they are participating in all activities at the Facility voluntarily and they assume all risk of injury, illness, damage or loss of property which may result from any loss or theft of personal property.
- (d) Pacific Golf Club and its staff members will not be liable for any claims, demands, injuries, damages, actions or causes of actions in respect of a Member or its property, arising out of, or in connection to, the use of any of the facilities and equipment at the Facility.
- (e) A right under this document can only be waived by notice signed by the party or parties waiving the right. A party does not waive its rights under this document because it grants an extension or forbearance to any other party. A waiver of a right on one or more occasions does not operate as a waiver of that right if that right arises again. The exercise of a right does not prevent any further exercise of that right or of any other right. If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

9. Injury

It is the Member's sole responsibility to immediately report any accident or injury incurred at the Facility to Pacific Golf Club staff members.

10. Damage

The Member is responsible for the cost of any damage to Pacific Golf Club equipment, Facility, or third-party property as so caused by the Member, including its guests.

11. Facility Closures

The Facility may need to be closed for a period of time, for example, due to an emergency, or if required by court order or by law. Pacific Golf Club is able to close the Facility up to 14 days in any 30-day period and hold the Membership at no cost to the Member and extend your Agreement for a time equal to the closed period.

12. Commercial Activity

The Member acknowledges that engaging in any commercial or business activities at the Facility, such as offering training services or selling goods and equipment, is prohibited unless Pacific Golf Club have granted the Member written permission to do so. If written permission is provided, Pacific Golf Club may revoke this at any time.

13. Security

The Facility uses CCTV security cameras which are recording 24 hours a day (except for in the bathrooms). This system is used for security purposes only but does not guarantee protections against harm.



14. Privacy

14.1. Personal information

(a) Each party will ensure that its dealing with Personal Information acquired from the other party in connection with this Agreement:

- i. Conform with its statutory obligations under the Privacy Act 1988; and
- ii. To the extent that different privacy laws apply to each party, conform with the statutory obligations applicable to the other party as if they were binding upon it.

(b) The Member understand that photos, films, or audio recordings may be taken from time to time at the Facility for promotional purposes. By signing this Agreement, you agree to allow your image, recording or likeness to be used for any legitimate purpose by us and you assign your rights to these material to us.

15. Miscellaneous

15.1. Contact

Pacific Golf Club will contact the Member from time to time about their Membership. The Member must ensure that its Customer Details in the Golf Simulator Membership Form remain updated and correct.

15.2. Notice

Any notice or other communication which must be given, served or made under or in connection with this Agreement must be in writing in order to be valid and will be deemed to be served, given or made:

- (a) Prepaid post: on the second Business Day after the date of posting to the Party at their address;
- (b) Facsimile or email: on receipt of the transmission report or email read receipt confirming successful transmission; and
- (c) Hand delivery: on delivery to the party at their address.

15.3. No Liability for Loss

A party is not liable to another party for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this document.

15.4. Exclusion of Contrary Legislation

Any legislation that diminishes the obligation of a party, or adversely affects the exercise by a party of a right or remedy, under or relating to this document is excluded to the full extent permitted by law.

15.5. Amendment

This document can only be amended, supplemented, novated or replaced by another document signed by the parties.



15.6. Severability

If the whole, or any part, of a provision of this document is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this document has full force and effect, and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance materially alters the nature or intended effect of this document.

15.7. Governing Law

This document is governed by the law in force in Queensland, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, and any court that may hear appeals from any of those courts for any proceeding in connection with this document and waives any right it may have to claim that those courts are an inconvenient forum.

Member Acknowledgement:

Date _____

Name _____

Signature _____



WAIVER AND REGISTRATION FORM

Background

Pacific Golf Club (**the Company**) will provide an indoor golf facility, training and coaching and other indoor golf activities (**the Activities**) at the indoor golf facility located at 430 Pine Mountain Road, Carindale, QLD, 4152 (**the Facility**).

The Customer must observe the terms sets out in this Form.

Operative Provisions

1. Terms and Conditions

1.1. Payment of fees

In consideration for registration and permission to participate in the Activities provided by the Company at the Facility, the Customer agrees to the payment of all fees as advertised by the Company.

1.2. Acknowledgement

The Customer agrees and acknowledges:

- a) that they have not relied on any other representation or warranty in entering into this agreement;
- b) wholly assume and accept all liability for the materialisation of any risks, dangers and hazards associated with their actions and the actions of any persons in their care in participation of the Activities;
- c) to abide by all lawful instructions given by the staff and agents of the Company and further agrees to indemnify the Company, its employees and agents against all liability that may incur, including legal costs, caused by the Customer's negligence or failure to comply with such instructions;
- d) that they have read, understood and agree to comply with all the rules and safety instructions and warning notices as may be displayed throughout the Facility from time to time;
- e) to ask for an explanation to their satisfaction should they not fully understand any of the instructions, prior to commencing any Activities;
- f) that should any actions or the actions of those in their care, present a danger or be of a reckless nature to themselves or to others at the Facility, then employees and agents of the Company have the right to request them to leave the premises immediately and that they will not be entitled to a refund or recourse of any nature;
- g) that the terms and conditions of this agreement are binding on the Customers' heirs, executors and assigns;
- h) that on occasion, promotional videos or photographs may be used by the Company which may include their image whilst participating in the Activities and consents to this use unless the Customer specifically requests in writing, that the Company not uses their image for this purpose;
- i) if any damage to the equipment or any part of the Facility is caused by the Customer, or those in their care, the Customer is liable to the Company for its cost of repair or replacement;



- j) that security video is used on the public areas of the Facility and consents to this use for security and safety purposes; and
- k) that they are 18 years of age or older and legally competent to sign this agreement or their legal parent or guardian has signed this form on their behalf.

2. Release and Indemnity

To the extent permitted by law, the Customer releases and agrees to indemnify and hold harmless the Company, its employees, and agents for any liability for personal injury or death resulting from or in connection with the Customer's participation in the Activities which may arise out of, or in connection to:

- a) the use of any of the facilities and equipment at the Facility;
- b) in negligence for breach of duty of care or failure to exercise reasonable care and skill;
- c) as a breach of contract or any express or implied warranty, obligation, term, condition or contractual duty of care;
- d) as a result of any representation or warranty as to the suitability of the Facility provided by the Company or the safety of the Activities;
- e) as a breach of any statute, statutory warranty or term implied in contract under statute (including the warranties implied under the Competition and Consumer Act 2010 (Cth)).

3. Waiver

- a) The Customer acknowledges and agrees that he or she has undertaken the Activities freely, voluntarily, and absolutely with a full appreciation of the nature and extent of all risks involved in the Activities and assume the risk of injury, illness and damage to themselves or any person in their care or loss of property that might result, including, without limitation, any loss or theft of any personal property.
- b) To the extent permitted by law, the Customer waives all of his or her legal rights of action against and fully releases the Company for loss, damages, injury or death howsoever arising out of or in relation to the participation by the Customer in the activities conducted or organised by the Company including without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of the Company, its office bearers, directors, employees or agents.
- c) A right under this document can only be waived by notice signed by the party or parties waiving the right. A party does not waive its rights under this document because it grants an extension or forbearance to any other party. A waiver of a right on one or more occasions does not operate as a waiver of that right if that right arises again. The exercise of a right does not prevent any further exercise of that right or of any other right. If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

4. Severability

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5. Jurisdiction

This document is governed by the law in force in Queensland, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, and any court that may hear appeals from any of those courts for any proceeding in connection with this document and waives any right it may have to claim that those courts are an inconvenient forum.

Date	Name	Signature