



Golf Equipment Storage Terms & Conditions

2024

1. APPLICATION

1.1 Application

The following terms and conditions apply to your storage of Golf Equipment by the Club. By storing your Golf Equipment, you acknowledge that you have read, understood and accept without limitation or qualifications, the terms and conditions contained in this document (Terms).

2. STORAGE OF EQUIPMENT

- (a) Subject to the Member complying with this agreement, the Club agrees to store the Member's Golf Equipment upon receipt of payment of the Storage Fee.
- (b) The storage of Golf Equipment is subject to and conditional upon:
 - (i) the Member complying with their obligations under this document;
 - (ii) there being sufficient space for the Golf Equipment to be stored;
 - (iii) the Club being capable of storage;
 - (iv) the Member complying with all rules, policies and documents of the Club; and
 - (v) the Member keeping its membership with the Club up to date and current.

3. ACKNOWLEDGEMENTS

3.1 Acknowledgements

The Member acknowledges and agrees that:

- (a) the Club will not be liable for any damage or Loss suffered by the Member arising out of or in connection with the storage of the Golf Equipment, unless such damage was caused by a negligent act or omission of the Club.
- (b) the storage of the Golf Equipment is at the Member's own risk and the Member indemnifies the Club for any Loss suffered by the Member arising out of or in connection with the storage of the Golf Equipment;
- (c) the storage of the Golf Equipment is at the sole discretion of the Club;

- (d) the Club may place, handle, move or otherwise deal with the Golf Equipment as required to ensure that the storage of the Golf Equipment does not affect other Members or the function of running the Club;
- (e) the Member has adequate insurance for their Golf Equipment and that the Golf Equipment will not be covered under the Club's insurance;
- (f) the Club's insurance that it may have will not cover any of the Member's Golf Equipment.
- (g) the Club will not be liable for any damage caused to the Golf Equipment by any fire, flood, earthquake, riot, war, tempest or any other matters reasonably outside the control of the Club.

3.2 No guarantee

The Club provides no guarantee that storing the Golf Equipment will ensure the equipment's safety and protection.

4. FEES

- (a) Prior to storing any Golf Equipment, the Member must pay the Storage Fee as directed by the Club;
- (b) the Club may vary the Storage Fee at any time by providing written notice to the Member.

5. GENERAL

- (a) The Member must not assign its rights under this document to any other party without the written consent of the Club.
- (b) The Club will not be liable for any Loss suffered by a Member or its guests in the storage of the Golf Equipment, unless caused by a negligent act or omission of the Club.
- (c) This document embodies the entire agreement between the parties and supersedes all previous understandings, documents, warranties and representations on the subject matter of this document.
- (d) This document is subject to the laws in Queensland.
- (e) If the whole, or any part, of a provision of this document is void, unenforceable or illegal, it is severed to that extent and the remainder of this document shall remain in force.

6. DEFINITIONS

In this document, these words have the following meanings:

Club means The Brisbane Golf Club Inc.

Loss means any damage, loss, cost, liability or expense of any kind and however arising, including penalties, fines and interest whether prospective or contingent and any amounts that for the time being are not ascertained or ascertainable.

Member refers to you, the person storing the Golf Equipment.

Storage Fee means the following:

- (a) For the storage of a Bag Only - \$243
- (b) For the storage of the Bag and Pull Buggy \$375.

Golf Equipment means the pull buggy (if any), golf bag and all golf products contained in the bag.