



Motorised Cart Terms and Conditions

2024

1. APPLICATION & TERMINOLOGY

1.1 Application

The following terms and conditions apply to any person/s using a Motorised Cart supplied by the Club or owned by the Member and used at the Brisbane Golf Club (**Carts**). By using the Carts, you acknowledge that you have read, understood and accept without limitation or qualifications, the terms and conditions contained in this document (**Terms**).

2. USE OF CARTS

- (a) Subject to the Member complying with these Terms, the Member may use a Cart for the purposes of playing golf.
- (b) These Terms will apply each time the Member uses a Cart.
- (c) The right to use the Carts is conditional upon: the Member:
 - (i) the Member paying any Cart Fees when they are due and payable;
 - (ii) where possible, the Member booking the use of a Club-owned Cart online via the Club website or in person at the Golf Shop at least 24 hours' prior to the intended use date;
 - (iii) there being sufficient Club-owned Carts available for use; and
 - (iv) the Member complying with these Terms at all times while using a Cart.

2.2 Damage to Carts

The Member will be responsible for any damage caused by the Member or the Member's guests when using the Carts and must pay on demand all amounts incurred by the Club in rectifying any damage to the Cart caused by the Member or the Member's guests .

2.3 Member's Use

- (a) The Club reserves the right to pair Members as required in consideration of the use requirements of the Carts on any given day.

- (b) The Club will use all reasonable endeavours to ensure the availability of Club-owned Carts for Members, however does not warrant that a Club-owned Cart will be available when requested by a member.
- (c) If a Member is a Dual Member, the Member acknowledges that only one Club-owned Cart will be available for used on any given day by both Dual Members. Further, the Dual Members will only be entitled to use one Club-owned Cart on any given day.

2.4 Restriction on use

The Club reserves the right to restrict usage of the Carts to any Member where:

- (a) the Member has damaged a Cart;
- (b) the Member has failed to comply with any of their obligations under these Terms;
- (c) the Member is no longer a member of the Club;
- (d) any other reason arises as reasonably determined by the Club.

3. FEES

3.1 Fees

- (a) Prior to using a Cart, the Member must pay the Cart Fees as directed by the Club.
- (b) The Member may pay the Cart Fees (as the case may be):
 - (i) annually in advance for the amount that correlates to the Member's type of membership, (**being the Annual Cart Fees**); or
 - (ii) for each single use, (**being the One-off Cart Fee**).

3.2 Annual Cart Fees

- (a) If the Member pays the Annual Cart Fee, the Member will be entitled to use a Club-owned Cart each time they attend the Club, subject to these Terms.
- (b) The Member acknowledges that the Club will not be obliged to refund any portion of the Annual Cart Fee if:
 - (i) they cease to be a Member during the period in which they have paid the Annual cart Fee; or
 - (ii) they breach these Terms.

4. LIABILITY AND INDEMNITY

4.1 Liability

- (a) The Member's use of the Carts is entirely at the Member's own risk, for which the Club will not be liable. It will be the Member's responsibility to ensure the safety of the Member and the Member's guests when using the Carts.
- (b) The Club will not be liable for any Loss suffered by the Member in the use of the Carts, unless such Loss is caused by a negligent act or omission of the Club in connection with the use of the Carts.
- (c) The Club will not be liable for any damage to any of the Member's equipment or property whilst the Cart is being used by a Member.

4.2 Indemnity

- (a) The Member hereby indemnifies the Club for any Claim arising from or in connection with the Member's, or the Member's guests', use of the Carts.

5. AMENDMENTS

The Club may amend, vary, or terminate these Terms at any time.

6. GENERAL

- (a) The Member must not assign its rights under these Terms 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 a member's guests as a result of use of the Carts, unless caused by a negligent act or omission of the Club.
- (c) These Terms embody the entire agreement between the parties and supersede all previous understandings, documents, warranties and representations on the subject matter of these Terms.
- (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.

7. DEFINITIONS

In this document, these words have the following meanings:

Annual Cart Fee means the following fees charged to Members, depending on their type of Club membership:

- (a) for a single membership, \$1,433 (including GST) per annum;
- (b) for a couple membership, \$1,874 (including GST) per annum; or
- (c) for a Dual Membership, \$2,126 (including GST) per annum.

*Note couple membership has been grandfathered.

Cart Fees means either the Annual Cart Fee or the One-off Cart Fee (as applicable).

Claim includes a demand, claim, action, dispute or proceeding made or brought by or against the person, however arising and whether present, ascertained, immediate, future or contingent.

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 means you, the person driving the Cart, your guests or any other person using the Cart.

Motorised Cart means a small motorised vehicle designed originally to carry two golfers and their golf clubs around a golf course and approved by the Club.

One-Off Cart Fee means the Fee set by the Club for the single use of a Cart, as determined by the Club from time to time.