



Playing Terms and Conditions

2024

1. TERMS AND CONDITIONS

These Terms and Conditions govern Your use of the course, its surrounds, and the playing of golf at Our Club. Together with any other policy of the Club, these Terms and Conditions create a legally binding agreement between Us and You and will apply each time You play golf or use Our facilities. You agree to comply with and be bound by the Terms and Conditions each time You use Our facilities.

2. DEFINITIONS AND INTERPRETATIONS

In these Terms and Conditions:

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 and any of its facilities provided.

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.

Membership Fee means the fee charged by Us to You for the use of the Club, as amended from time to time.

Policies means the following policies of the Club:

- (a) Players Personal Liability insurance policy;
- (b) Golf Cart Guidelines;
- (c) Privacy Policy;
- (d) Course Closed Policy;
- (e) Extreme Conditions Weather Policy and Playing Guidelines and Safety Practices;
- (f) Gender Policy; and
- (g) Smoking Management Plan,

and any other policy of the Club that may exist from time to time.

You, Your, Yourself means each person using the Club.

We, Us, Our means The Brisbane Golf Club Inc.

3. USE OF THE CLUB

- (a) In consideration of You paying the Membership Fee, We agree to You (and any of Your guests) using the Club for the purpose of playing golf in accordance with these Terms and Conditions.
- (b) Where required by the Club, You must book each time You wish to play or use the Club's facilities through the facility nominated by Us from time to time.

4. YOUR ACKNOWLEDGEMENT

You acknowledge and agree that:

- (a) You accept all liability each time You use the Club;
- (b) You will be liable for any damage to the Club's property or any injury, death or damage to another person caused by You or Your guests;
- (c) We may cancel any use of the Club at any time for any reason;
- (d) You have read and understand the Rules of Golf listed on Our website (as updated from time to time) and agree to be bound by them;
- (e) You have read and understand Our Policies and agree to be bound by them;
- (f) the Club may set local rules and the committee may make recommendations relating to the playing of golf, and You agree to be bound by such rules and recommendations; and
- (g) You may not be covered under the Club's insurance policies.

5. LIABILITY AND INDEMNITY

5.1 Liability

- (a) Your use of the Club is entirely at Your own risk, for which We will not be liable. It will be Your responsibility to ensure the safety of Yourself and guests when using the Club.
- (b) The Club will not be liable for any Loss suffered by You or Your guests, unless such Loss is caused by a negligent act or omission of the Club.
- (c) The Club will not be liable for any damage to any of Your equipment or property due to Your use of a motorised cart (either owned by the Club or You).

5.2 Indemnity

- (a) You hereby indemnify the Club for any Claim arising from or in connection with Your use of the Carts.

6. CHANGES TO TERMS AND CONDITIONS

- (a) You can review the most current version of the Terms and Conditions at any time. We reserve the right to amend these Terms and Conditions from time to time.
- (b) Your continued use of or access to the Club following the change of any Terms and Conditions constitutes an acceptance of those changes.

7. FAILURE TO COMPLY

- (a) If You fail to comply with these Terms and Conditions, or with any Policies, We may, without limiting any other cause of action, refuse to provide You or Your guests with access to the Club for any period.

8. GENERAL

- (a) You must not assign Your rights under this document to any other party .
- (b) 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.
- (c) This document is subject to the laws in Queensland.
- (d) 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.