



Welcome

The Social Golf Club is designed to make life as a social golfer or social golf organiser that much easier. It provides the social golfer with an official Golf Australia handicap, as well as access to premium tee times for social golfers and social clubs via one centralised booking system.

It's simple, we make social golf better
but there are some...

Terms and Conditions.



THE SOCIAL
GOLF CLUB





Clublinks Management Pty Ltd (ACN 099 690 301) trading as The Social Golf Club has established The Social Golf Club.

Any Application made by you to become a Member of The Social Golf Club is subject to acceptance of your Application by The Social Golf Club and these Terms and Conditions.

By using or subscribing to The Social Golf Club you are subject to these Terms and Conditions.

You are deemed to have accepted these Terms and Conditions when you apply for membership of The Social Golf Club.

1 DEFINITIONS

- 1.1 Agreement means these Terms and Conditions and any variations or further Terms and Conditions from time to time.
- 1.2 Australian Privacy Laws means the *Privacy Act 1988 (Cth)*.
- 1.3 Annual Subscription Fee means the annual subscription fee for membership of The Social Golf Club, as may be varied by The Social Golf Club in its absolute discretion.
- 1.4 Application means an application for membership of The Social Golf Club.
- 1.5 Clublinks Group is a reference to Clublinks Management Pty Ltd (ACN 099 690 301) trading as The Social Golf Club and its Related Bodies Corporate.
- 1.6 Commencement Date means the date of acceptance of your Application by The Social Golf Club.
- 1.7 GST has the same meaning as in A New Tax System (*Goods and Services Tax Act 1999 (Cth)*).
- 1.8 Member means a person enjoying certain benefits from The Social Golf Club, but a Member does not receive any right or interest in The Social Golf Club.
- 1.9 Participating Facility means a golf course or other venue with whom The Social Golf Club has negotiated preferential rates from time to time, and Participating Facilities may be added or deleted at any time.
- 1.10 Personal Information means information about you from which your identity is apparent or can reasonably be ascertained including your name, address, telephone number and other details relating to your personal or commercial credit information or credit rating.
- 1.11 Personnel means any person or persons who are employed by, representing or acting on behalf of The Social Golf Club.
- 1.12 Related Bodies Corporate of an entity means a body corporate that is related to that entity in any of the ways specified in section 50 of the *Corporations Act 2001 (Cth)*.
- 1.13 Terms and Conditions means these 'Terms and Conditions'.
- 1.14 The Social Golf Club is a reference to Clublinks Management Pty Ltd (ACN 099 690 301) trading as The Social Golf Club and includes any of its related bodies

corporate (as that term is defined in the *Corporations Act*).

- 1.15 "You" or "your" means the person applying for membership of The Social Golf Club.
- 1.16 In this Agreement, unless otherwise indicated by the context:
 - 1.16.1 words importing the singular include the plural and vice versa;
 - 1.16.2 headings are for convenience only and do not affect interpretation of this Agreement;
 - 1.16.3 a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;
 - 1.16.4 where any word or phrase is given a definite meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
 - 1.16.5 an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
 - 1.16.6 a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;
 - 1.16.7 a reference to a party to a document includes that party's successors and permitted assignees;
 - 1.16.8 a covenant or agreement on the part of two or more persons binds them jointly and severally; and
 - 1.16.9 a reference to a body, whether statutory or not:
 - a) which ceases to exist; or
 - b) whose powers or functions are transferred to another body;is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

2 APPLICATION FOR MEMBERSHIP

- 2.1 Subject to these Terms and Conditions, only natural persons are eligible to become a Member of The Social Golf Club and only upon acceptance by The Social Golf Club (in its sole discretion) of the person's Application and payment of the Annual Subscription Fee.
- 2.2 Applications to The Social Golf Club can be made online via www.thesocialgolfclub.com.au or by completing the application form and returning it to The Social Golf Club, PGA National Office, 600 Thompson Road, Sandhurst, VIC, 3977.
- 2.3 The Social Golf Club reserves the right to refuse membership Applications or applicants in its absolute discretion and without giving reasons.

- 2.4 The Annual Subscription Fee is payable upon completion of your Application.
- 2.5 In the event that The Social Golf Club refuses to accept your Application, The Social Golf Club will return your cheque or refund the Annual Subscription Fee to you as applicable.
- 2.6 The Social Golf Club will renew a Member's membership at the end of each 12 month period from the initial acceptance date, unless:
 - 2.6.1 The Social Golf Club receives written notice 21 days prior to renewal that the Member wishes to cancel their membership with The Social Golf Club;
 - 2.6.2 The Annual Subscription Fee for the renewal has not been paid at least 30 days prior to the renewal date; or
 - 2.6.3 The Social Golf Club determines not to renew the Member's membership.
- 2.7 Each Member of The Social Golf Club has 21 days from the date of his or her Application to cancel membership without penalty and receive a refund for the Annual Subscription Fee minus the cost of any benefit used.
- 2.8 All prices and fees referred to in these Terms and Conditions are inclusive of GST.
- 2.9 If you are under the age of eighteen years you must obtain your parent's or guardian's consent in order to become a Member.

3 MEMBERSHIP BENEFITS

- 3.1 Membership in The Social Golf Club does not entitle the Member to any right, title or interest in The Social Golf Club any of its Related Bodies Corporate.
- 3.2 Any benefits that a Member might receive from The Social Golf Club are in consideration for payment of the Annual Subscription Fee and are contractual rights only.
- 3.3 In consideration for payment of the Annual Subscription Fee Members are entitled to:
 - 3.3.1 access to Participating Facilities subject to availability and the conditions of each Participating Facility; and
 - 3.3.2 rates for access to Participating Facilities as agreed by The Social Golf Club for Social Golf Club members and up to three guests at a time.
- 3.4 Proof of membership of The Social Golf Club must be presented at the time of booking or redeeming any benefit.
- 3.5 Access to redeem any benefit associated with membership of The Social Golf Club is always subject to each Participating Facility's own availability. Membership of The Social Golf Club alone does not guarantee access to a Participating Facility or availability on a particular date or time.
- 3.6 The number of and identity of the Participating Facilities will change from time to time and The Social Golf Club does not guarantee that any Participating Facility will be available to Members at any time.
- 3.7 Any discount or benefit stated on any voucher associated with The Social Golf Club is subject to the Terms and Conditions printed on the voucher itself.
- 3.8 Members are not permitted to claim any feature or benefit of membership associated with The Social Golf Club unless the Annual Subscription Fee has been paid in full by the relevant due date.

4 GOLFLINK HANDICAP

- 4.1 Subject to these terms and conditions Members of The Social Golf Club are entitled to establish and maintain a GOLFLink handicap in accordance with the Terms and Conditions of GOLFLink and as follows.
- 4.2 Members of The Social Golf Club who don't already have a valid GOLFLink number must provide three valid, signed scorecards. Scorecards must be signed by an approved marker and must be for golf rounds of between 9 and 18 holes played on recognised golf courses within Australia. The correct Australian Course Rating (ACR) or Calculated Course Rating (CCR) must be written on each scorecard. Scorecards can be uploaded via www.thesocialgolfclub.com.au at the time of Application or can be sent to The Social Golf Club, PGA National Office, 600 Thompson Road, Sandhurst, Vic 3977.
- 4.3 Following the return of valid scorecards, each will be analysed and adjusted to determine the necessary score on each hole given that no score recorded for an initial handicap purposes can be more than 3 strokes over Par. Any adjustment made will only be for the first three scorecards submitted to gain an initial handicap.
- 4.4 Once the adjusted score is finalised the difference between the best score and the ACR or CCR is determined to be the relevant Member's handicap. The Member's playing handicap is calculated by multiplying this number by 0.93.
- 4.5 The maximum handicap available to Members of The Social Golf Club is 36.4 for men and 45.4 for women.

5 AVAILABILITY AND CONDITIONS

- 5.1 Members must at all times abide by the terms and conditions of any Participating Facility. These terms and conditions include but are not limited to;
 - 5.1.1 the dress code of the Participating Facility.
 - 5.1.2 local etiquette and rules in place at any Participating Facility.
- 5.2 Members acknowledge and agree that the failure by the Member and/or his or her guests to comply with the dress code of a Participating Facility or any local etiquette and rules in place at any Participating Facility may result in the Member and/or his or her guests being asked to leave the Participating Facility. The Member must comply with any such request.
- 5.3 Any booking is always subject to the Participating Facility's availability and guest policy.
- 5.4 Members may be excluded from booking during events, competitions or tournament times at any Participating Facility.
- 5.5 The redemption of any voucher is subject to the terms and conditions stated on any such voucher. When making a booking associated with any such voucher the Member must do so via a phone call to the Participating Facility and clearly state that they wish to redeem the relevant voucher.

6 VARIATION, AMENDMENT OR TERMINATION

- 6.1 The Social Golf Club may vary these Terms and Conditions by providing 30 days written notice provided that we will not change the Annual Subscription Fee for the next renewal period unless we give you 30 days notice in writing prior to the relevant renewal period.

- 6.2 The Terms and Conditions of The Social Golf Club Membership may be varied, amended or terminated at any time with 30 days notice given to the member.
- 6.3 Any changes associated with Participating Facilities will be communicated with Members when practicable via the website www.thesocialgolfclub.com.au.
- 6.4 The Social Golf Club gives no warranty as to the continuing availability of membership of The Social Golf Club.
- 6.5 The Social Golf Club may terminate or suspend The Social Golf Club membership programme at any time. The Social Golf Club will give at least sixty days notice to Members of such termination or suspension, except if The Social Golf Club ceases to operate in which case the termination or cancellation will be immediate. Where The Social Golf Club terminates the entire membership programme it will refund on a pro-rata basis a Member's unused portion of the Annual Subscription Fee based on the actual date of termination of the membership programme and the period for which the Annual Subscription Fee was paid.
- 6.6 The Social Golf Club may assign this Agreement at any time by giving you notice.
- 8.2 You must provide any other satisfactory proof of identity upon request if the Member wishes to claim any associated benefits of membership at any Participating Facilities.
- 8.3 You agree to immediately inform The Social Golf Club of any changes to your personal details.
- 8.4 The Social Golf Club membership card will be required to be verified at the at the point of utilisation or redemption at any Participating Facilities.
- 8.5 The Social Golf Club may send you certain notices to the postal address or the email address you have provided to us. It is your responsibility to inform us of any change to your address.

7 TRANSFER, CANCELLATIONS AND REFUNDS

- 7.1 If a Member has committed a material breach of any of the Terms and Conditions, or has failed to pay any money when due, or the Member or their guest has acted in an inappropriate, abusive, hostile, threatening or dangerous manner towards any member or employee of The Social Golf Club or a Participating Facility whether intentionally or otherwise, then The Social Golf Club may suspend or terminate the Member's membership and/or the right of the Member to use the benefits of Membership.
- 7.2 Without limiting clause 7.1, The Social Golf Club has the right to terminate the Member if payment of the Annual Subscription Fee is overdue.
- 7.3 No Member is permitted to transfer their membership at any time.
- 7.4 A Member of The Social Golf Club may cancel membership at any time via email or mail, such cancellation to take effect on the expiry of the 12 month membership period for that Member.
- 7.5 You may also cancel your membership if:
 - 7.5.1 The Social Golf Club is in serious breach of this Agreement; and
 - 7.5.2 You have notified The Social Golf Club in writing of its breach and it has failed to remedy the breach within 30 days of your notice.
- 7.6 Unless agreed in writing by The Social Club, Members are not entitled to any refund of the Annual Subscription Fee upon the cancellation or termination of membership.
- 7.7 Membership packs will be despatched within 14 days of successful completion of the membership application.

8 PERSONAL DETAILS, PROOF OF IDENTITY AND NOTICES

- 8.1 A current driver's licence showing your date of birth may be required by The Social Golf Club and any Participating Facility in order to confirm your correct identity.

9 PLAYER INSURANCE

- 9.1 The Social Golf Club has endeavoured to assist Members to obtain Golfer's Personal Insurance.
- 9.2 The premium for this insurance has been included in the Annual Subscription Fee.
- 9.3 The Golfer's Personal Insurance Scheme covers certain personal liability for third party personal injury or damage to property, loss or damage to golf clubs and other golf related sporting equipment and personal accident for defined minor injuries and emergency transport. Limits and exclusions have been applied by the insurer. For a copy of the policy and product disclosure statement go to www.australiangolfinsurance.com
- 9.4 The Social Golf Club makes no representation as to the adequacy of this insurance or its availability in the future.
- 9.5 The Social Golf Club is not acting as insurer and is not an insurance broker. Members are advised to read the full terms and conditions of the insurance policy and product disclosure statement.

10 PRIVACY AND PERSONAL INFORMATION

- 10.1 From time to time you will be asked to provide The Social Golf Club with Personal Information and you authorise The Social Golf Club to obtain Personal Information about you to support your Application to become a Member.
- 10.2 The Social Golf Club may conduct all relevant credit checks and searches to enable The Social Golf Club to determine your credit-worthiness.
- 10.3 The Social Golf Club will endeavour to protect your Personal Information and will use the information to supply you with the benefits of membership.
- 10.4 The Social Golf Club will collect and use Personal Information about you primarily for the provision of Services. As a secondary purpose, such Personal Information may be used for:
 - 10.4.1 billing and account management;
 - 10.4.2 business planning and development; and
 - 10.4.3 the provision of information about The Social Golf Club, offers and promotions.
- 10.5 The Social Golf Club may disclose Personal Information about you to any Related Body Corporate, supplier, dealer, contractor or Participating Facility.
- 10.6 If you choose not to disclose Personal Information, The Social Golf Club may be restricted in the manner in which it is able to supply services to you.

10.7 If you wish only to receive information that is account related or legally required and you do not wish to receive information about The Social Golf Club, offers and promotions you may choose to "opt out" of receiving such other information by contacting The Social Golf Club and requesting this in writing.

11 PASSWORD

If a password protected system is implemented for Members you will be responsible for keeping the password confidential. You are responsible for any charges incurred as a result of the use of the password facility.

12 OUR LIABILITY TO YOU

12.1 The Social Golf Club acknowledges that certain laws imply terms, conditions or warranties into contracts for the supply of goods or services that cannot be excluded. For example, for consumers, services come with non-excludable warranties under consumer protection legislation that they will be provided with due care and skill and be reasonably fit for their purpose. This clause is not intended to exclude or restrict the application of such laws. The Social Golf Club will be liable for breach of any non-excludable rights under consumer protection laws.

12.2 Subject to clause 12.1, the Clublinks Group and any of its officers, employees or agents are not liable for any loss or claim of any kind (including, without limitation, consequential or economic loss or loss of profits), arising under or in connection with these Terms and Conditions or The Social Golf Club, including, without limitation, any changes to the Terms and Conditions or The Social Golf Club, save to the extent that such loss or claim arises from the negligence or wilful misconduct of a Clublinks Group company, or any of their officers, employees or agents.

12.3 Subject to clause 12.1 and to the fullest extent permitted by law:

12.3.1 The Social Golf Club will have no liability for any loss to the extent that it is caused by you (for example, through your negligence or breach of contract) and you must also take reasonable steps to avoid or minimise your loss.

12.3.2 The Social Golf Club will not be liable for any failure or delay in providing any feature or benefit of membership to The Social Golf Club.

12.3.3 The Social Golf Club will not be liable to any person for any indirect, special or consequential loss or damage in connection with The Social Golf Club membership feature or benefit whether in contact, tort (including negligence), statute or otherwise.

12.3.4 In the event that The Social Golf Club incurs any liability to any person for any loss for any person in connection with membership, utilisation or

redemption of any benefit of membership to The Social Golf Club, that liability will be limited to the cost of resupplying the relevant membership services again.

12.3.5 The Social Golf Club will have no liability to you for failure or delay in meeting any obligation due to strikes and/or lockouts (whether of its own employees or those of others and whether or not the party against whom such action is taken could have avoided the same by acceding to the demands of the employees responsible for such action) Acts of God, war, fire, flood, embargo, litigation, acts of government or any agency instrumentality or any political subdivision thereof or any cause beyond the control of The Social Golf Club.

13 SEVERABILITY

If any clause or part of a clause of these Terms and Conditions is invalid, illegal, unlawful or otherwise is incapable of enforcement, that clause or part of a clause will be deemed to be severed from these Terms and Conditions and will be of no force and effect but all other clauses and parts of clauses of these Terms and Conditions will nevertheless prevail and remain in full force and effect and be valid and fully enforceable and no clause or part of a clause of these Terms and Conditions will be construed to be dependent upon any other clause or part of a clause unless so expressed.

14 GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws in force in Victoria, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria.

THE SOCIAL
GOLF CLUB

Happy
golfing

PGA National Office, 600 Thompson Road, Sandhurst, VIC, 3977

Ph: 03 8320 5328 | Fax: 03 9639 2244 | enquiries@thesocialgolfclub.com.au

www.thesocialgolfclub.com.au | [Twitter@SocialGolfClub](https://twitter.com/SocialGolfClub) | www.facebook.com/TheSocialGolfClub

Clublinks Management Pty Ltd trading as The Social Golf Club ACN 099 960 301