

GSM Hepburn Golf Pty Ltd

(ABN 44 674 832 056)

Hepburn Golf Club Terms & Conditions

It is agreed as follows:

Agreement

By completing a membership application and paying a membership fee (online or instore) in a full and timely manner, you and GSM Hepburn Golf Pty Ltd (“GSM”, “our” or “us”) agree to be bound by these terms & conditions (“this Agreement”). If your membership is accepted by us then you will become a member of Hepburn Golf Club (“the Club”).

The Club

In 2024, GSM became the owner and operator of the Hepburn Springs Golf Course (“the Course”) and the business formerly owned by Hepburn Springs Golf Club Incorporated. As part of that purchase, we committed to assume the operational and development costs associated with the Course and the facilities at the Course, including certain capital expenditure, increasing operating hours, offering competitions to members and offering certain reduced member fees for then members of the Course (see ‘Benefits’ below).

The business names ‘Hepburn Golf Club’, Hepburn Golf Course (“the Course”), ‘HSGC’ and ‘Hepburn Springs Golf Club’ are owned and operated by GSM. The Course is open to the public on certain terms, while the additional benefits of being a member of the Club are outlined in this Agreement. The purpose, operation, management and membership of the Club and Course is at the sole discretion of GSM.

The Club is established, among other things, for the purpose of providing members with the types of benefits outlined in this Agreement, as well as a handicap associated to the Course and affiliation to the relevant state or national golfing governing bodies. This affiliation provides golfers with the ability to secure an official Golf Australia handicap that allows entry to applicable golf events and provides, subject to its terms, Personal Player Liability Insurance (as determined by Golf Australia in its discretion). The Club has also been established with a view to encouraging new players to experience regular golf by offering competitive pricing and encouraging participation for golfers who wish to participate in the game of golf.

GSM schedules weekly, monthly and annual competitions, subject to participation. Members can submit Conforming Social Scores when playing outside of competition times.

Benefits

Club members are entitled to the following benefits at the Club during the term of their membership:

- Reserved tee times for weekly competitions (subject to tee availability).
- Booking capability without the need for prepayment (subject to tee availability).
- Free or discounted green fees depending on membership category.
- Discounted golf cart hire (subject to availability).
- For fully paid members of Hepburn Springs Golf Club Incorporated during the 2023/24 year, discounted fees will be initially offered for the first 5 years the Course is operated by GSM (see the Hepburn Golf Membership Form).

From time-to-time additional membership benefits will be offered such as, but not limited to:

- Discounted green fees at selected golf courses at which GSM has established reciprocal arrangements.
- Special Golf and social events.

Terms and Conditions

1. Eligibility, Application & Rights
 - 1.1. Any natural person may apply for a 12-month membership.
 - 1.2. A limit to the numbers of Club members is at the sole discretion of GSM.
 - 1.3. Applications can be made online at the Club's website or physically at the Course.
 - 1.4. An annual membership fee is payable in full upon application or a higher annual membership fee is payable by monthly instalments. The amount of the fee and playing rights / green fees are dependent on the category of membership and are subject to annual change.
 - 1.5. Consecutive application renewals are for a 12-month period from date of purchase.
 - 1.6. GSM reserves the right to refuse applications / renewals / applicants in its absolute discretion without giving reasons.
 - 1.7. Members do not have any voting, dividend, capital, shareholding or any other rights, title or interest in the Course, the Club, GSM, its assets, business, land or undertaking.
 - 1.8. Members can use as much or as little of their benefits as they choose and GSM is not liable to any Member that chooses to underutilise their benefits.
2. Golf Australia Handicap
 - 2.1. Handicaps and handicapping is subject to the discretion of and terms and conditions imposed by Golf Australia.
 - 2.2. Handicaps are issued pursuant to Golf Australia calculations and conditions.
 - 2.3. If you have an existing Golf Australia handicap then it will be transferred to the Club upon receipt of your request nominating the Club as your home club.
 - 2.4. If you do not possess a current Golf Australia handicap then you will be required to submit three scorecards relating to rounds played at the Course under competition conditions.
3. Standards of Behaviour
 - 3.1. Members of the Club must comply with and adhere to the Club's codes of conduct and Course procedures and policies (as promulgated and varied from time to time in GSM's discretion) and any applicable laws or regulations (collectively, "the Club & Course Rules").
 - 3.2. The Club & Course Rules are an integral component of GSMs occupational health and safety requirements, liquor licensing requirements and responsible service of alcohol practices. The Club & Course Rules are designed to create a safe and pleasing environment, enable patrons to enjoy the Club and Course facilities and enable GSM staff to perform their duties in a secure, safe and lawful workplace.
 - 3.3. The Club & Course Rules include, but are not limited to:
 - 3.3.1. Dress code
 - 3.3.2. Behaviour and inappropriate language
 - 3.3.3. Local course rules & golf etiquette
 - 3.3.4. Pace of Play
 - 3.3.5. Conditions of Hire.Failure to abide by the Club & Course Rules or lawful staff instruction will result in members being disciplined and potentially their membership being terminated in accordance with the relevant Club & Course Rules, including the Patron Exclusion Policy and/or other contractual, statutory or regulatory processes.
4. Availability
 - 4.1. The benefits of members will be subject to availability with any restrictions, including closed holes or closed Course, to be at the discretion of GSM.
 - 4.2. GSM will use all reasonable efforts to ensure disruption to benefits are minimal and that member benefits are generally offered on a consistent basis.

5. Amendment or Termination of Benefits
 - 5.1. Benefits of membership are subject to change and are at the sole discretion of GSM.
 - 5.2. Material changes and variations in benefits will take effect and be notified as part of the annual renewal process.
 - 5.3. Increases in benefits may be introduced at any time.
 - 5.4. Subject to paragraph 3 above, GSM may terminate member benefits in full upon 90 days written notice.
 - 5.5. If a reduction or termination in benefits takes effect during a membership year then, depending on the impact, GSM may provide you with a pro rata refund of your membership fee.

6. Transfer, Suspensions, Cancellations, and refunds
 - 6.1. Your Club membership is not transferrable and cannot be bequeathed or inherited or assigned to any other person.
 - 6.2. A member may cancel their membership at any time, with no refund payable, by notification to manager@hepburngolf.com.au.
 - 6.3. A member's membership will immediately be cancelled on the earlier of:
 - 6.3.1. the member's death;
 - 6.3.2. the member's written request; or
 - 6.3.3. the end of their membership year (unless they renew their membership).
 - 6.4. GSM may cancel, suspend, or terminate a membership immediately and without penalty where the member:
 - 6.4.1. Is in breach of any material terms of this Agreement or the Club & Course Rules and has failed to remedy the breach within a period notified by the Club after being notified of that breach; or
 - 6.4.2. Has acted in a manner that is unlawful, inappropriate, improper, hostile, threatening, abusive or dangerous.
 - 6.5. GSM may suspend or unsuspend a membership in its reasonable discretion where legally permissible and consistent with its Club & Course Rules.
 - 6.6. Subject to this Agreement and applicable laws, members are not entitled to a refund of any membership fees upon cancellation or suspension of their membership. Notwithstanding the foregoing, GSM may offer refunds in its absolute discretion on a case by case basis.
 - 6.7. Upon suspension, cancellation or termination of your membership, you will cease being a member of the Club and will not be entitled to any Club benefits.

7. General
 - 7.1. GSM will not be liable for any consequential or indirect losses, damages, failures or delays in providing any Club benefits or changing any features of the Club or Course, either in part or whole, or in relation to your use of the Club or Course.
 - 7.2. Subject to applicable laws, GSM's maximum liability under this Agreement is limited to a pro rata refund of a member's annual membership fee (to the extent paid).
 - 7.3. Any proceeding to resolve or litigate any dispute relating to this Agreement or any aspect relating to the membership in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.
 - 7.4. Subject to applicable laws, GSM may change the terms and conditions in this Agreement at any time, with or without notice.
 - 7.5. This Agreement is governed by the laws of Victoria and the parties submit to the exclusive jurisdiction of the Victorian and Federal courts.
 - 7.6. This clause 7 survives the suspension, cancellation, expiry or termination of this Agreement.