

BRISBANE RIVER GOLF CLUB

TERMS AND CONDITIONS OF MEMBERSHIP

Warning: This is an important document which affects your legal rights and obligations. Before commencing your Membership with Brisbane River Golf Club, you must read the following Terms and Conditions. By becoming a Member, you confirm that you have read, understood, and agree to abide by these Terms and Conditions.

1. WELCOME

1.1 Agreement

These Terms and Conditions, together with your Membership Application, the Club's rules, policies, fee structures, and the Rules and Etiquette of Golf, govern your rights and responsibilities as a Member.

1.2 Member responsibility

Each Member is responsible for complying with this Agreement and all current and future club policies, rules, fee structures, directions, and the Rules and Etiquette of Golf, as amended from time to time.

1.3 Acceptance

By submitting a Membership Application, paying Membership Fees, holding a Membership, or continuing to use the Club or its facilities, you agree to be bound by this Agreement.

1.4 Direct debit authority

Where your Membership is paid monthly or otherwise by instalments, you authorise us to debit your nominated bank account or credit card for all Membership Fees and any other fees or charges payable by you under this Agreement.

1.5 Changes to this Agreement

This Agreement may be amended by us from time to time. The most recent version will be accessible on our website or available on request in hard copy from the Pro Shop.

1.6 Member details

You are responsible for advising us promptly of any change to your name, address, email address, phone number, payment details, payment method, or other relevant circumstances by email or in writing to the Pro Shop. Documentation verifying a name change may be required.

1.7 Promotional communications

Your contact details may be used by us for club communications and promotional material. You may opt out of promotional communications using the unsubscribe or opt-out function in the relevant communication, where available.

2. LEGAL STUFF

2.1 Definitions

In this Agreement, unless the context otherwise requires:

Administration Fee means the fee of that name charged by us from time to time.

Agreement means these Membership Terms and Conditions, the Membership Application, and the Club's rules, policies, fee structures, and related documents, as amended from time to time.

Application Fee means the fee payable by a new Member or a Member upgrading their Membership category, as specified by us from time to time.

Business Day means a day that is not a Saturday, Sunday, or public holiday in Queensland.

Cancellation Fee means the fee equivalent to three (3) months of Membership Fees, where applicable under this Agreement.

Club means Brisbane River Golf Club and its facilities, including the golf course, clubhouse, Pro Shop, practice areas, parking areas, and any other facilities, land, or premises owned, occupied, controlled, or operated by us from time to time.

Direct Debit Authority means the authority given by you for us to debit Membership Fees and other charges from your nominated account or card.

Direct Debit Decline Fee means any dishonour, failed payment, decline, rejection, bank fee, processing fee, or similar charge incurred as a result of unsuccessful direct debit processing.

Fixed Term Membership means a membership paid annually in full or otherwise paid for a fixed membership year.

Golf ID means any Golf Australia and club-linked golf identification, handicap record, booking entitlement, or associated member playing access linked to your Membership.

GST means any goods and services tax imposed under Australian law.

Leave of Absence means an approved temporary pause of Membership under clause 9.

Leave of Absence Fee means any fee payable during an approved Leave of Absence, as determined by us from time to time.

Member means the person named in the Membership Application and referred to in this Agreement as "you" or "your".

Membership means your membership with us governed by this Agreement.

Membership Application means the application form, whether paper or electronic, used to apply for Membership.

Membership Fees means the fees payable by you for your Membership plan.

Membership Year means the annual cycle applicable to your Membership.

Periodic Membership means a membership paid monthly and subject to a minimum twelve (12) month membership period, which continues to roll over automatically each membership year unless cancelled in accordance with this Agreement.

Private Cart Usage Fees means fees payable for the use of privately owned golf carts on Club premises, as determined by us from time to time.

Pro Shop means the Club's pro shop or other nominated point for written notices and administration.

Rules means all club rules, policies, procedures, etiquette requirements, directions, notices, regulations, and operating requirements issued or adopted by us from time to time, including the Rules and Etiquette of Golf.

Schedule of Fees means the current schedule of membership fees, charges, and pricing published by us and updated from time to time.

Staff means our employees, officers, contractors, agents, consultants, and authorised representatives.

Unauthorised Entry Fee means the fee charged where a Member permits, facilitates, or allows unauthorised access to the Club by a non-member.

Website means www.brgc.com.au or any replacement website notified by us.

we, us, and our mean Brisbane River Golf Pty Ltd ABN 59 648 237 889 trading as Brisbane River Golf Club.

3. ARE THERE ANY RESTRICTIONS ON JOINING?

3.1 Fitness and capacity

You must not undertake Membership activities or use Club facilities unless you reasonably believe, on reasonable grounds known to you, that you are fit and able to do so.

3.2 Medical advice

You must not use the Club or participate in any activity where doing so would be contrary to advice given to you by a doctor, allied health professional, medical practitioner, or the advisory instructions relating to any medication you are taking.

3.3 Injury or illness

You must not participate in activities or use Club facilities while suffering from an injury or illness where you know, or reasonably suspect, that participation may worsen that condition or place you or others at risk.

3.4 Use at your own risk

You agree to use the Club, course, facilities, services, and any equipment with due care and reasonable skill and entirely at your own risk.

3.5 Ceasing activity if unwell or injured

If you become injured, unwell, or otherwise affected while using the Club or participating in any activity, you must immediately stop the activity and notify Staff as soon as practicable.

3.6 Junior Members

A person may become a Member at any age, however any Member under the age of eighteen (18) must have a parent or guardian approve the Membership Application in the form required by us.

3.7 Junior membership transition

Where a Member holds a junior or age-based Membership category, that Membership may automatically transfer to the applicable adult or equivalent category upon the Member reaching the relevant age threshold, and the applicable Membership Fees may change accordingly.

4. WHEN DOES MY MEMBERSHIP COMMENCE?

4.1 Commencement

Your Membership commences on the date accepted by us or such other date specified in your Membership Application or notified by us.

4.2 Accuracy of application

You confirm that the information provided in your Membership Application is accurate, complete, and not misleading in any material respect.

4.3 Reliance on your information

We may rely on the information you provide in your Membership Application and in your ongoing dealings with us.

4.4 Instructions and rules

You agree to follow all directions, policies, signage, booking conditions, and reasonable instructions issued by Staff from time to time.

5. MEMBERSHIP TERM

5.1 Monthly memberships

Memberships paid monthly are subject to a minimum twelve (12) month membership period and will continue to roll over automatically each Membership Year unless cancelled in writing by the Member in accordance with this Agreement.

5.2 Annual memberships

Memberships paid annually will continue to roll over automatically each Membership Year unless cancelled in writing by the Member in accordance with this Agreement.

5.3 Ongoing agreement

Unless cancelled or terminated in accordance with this Agreement, your Membership continues from Membership Year to Membership Year.

5.4 Automatic renewal

If you do not notify us in writing that you wish to cancel in accordance with this Agreement, your Membership will automatically renew on the same or nearest equivalent membership basis offered by the Club at that time.

6. WHEN DO I PAY?

6.1 Obligation to pay

You must pay all Membership Fees and all other charges associated with your Membership in the manner and at the times required by us.

6.2 Application Fees

Application fees apply to new Members. The following application fees apply unless otherwise notified by us, and current rates may also be found in the Schedule of Fees:

1. Full Membership, Couples Membership, and Midweek Membership incur an application fee of \$200;
2. Lifestyle Membership and Student Membership incur an application fee of \$150;
3. Junior Membership application fees are waived; and
4. An application fee applies to Clubhouse Members transferring to a higher level of Membership.

Application fees must be paid at the time of applying for Membership and are not eligible to be included in any monthly payment plan. Application fees may be paid in person at the Pro Shop or processed via direct debit

within forty-eight (48) hours of the Membership Application being submitted.

6.3 Monthly memberships

If you pay monthly, Membership Fees are payable monthly in advance by direct debit or other approved payment arrangement.

6.4 Annual memberships

If you pay annually, Membership Fees are payable in full in advance unless otherwise agreed by us in writing.

6.5 Private Cart Usage Fees

Private Cart Usage Fees apply where a Member uses a privately owned golf cart on Club premises. Such fees are determined by us from time to time and must be paid in accordance with this Agreement.

6.6 Other charges

Fees and charges may include, without limitation:

1. Membership Fees;
2. annual increases;
3. levies;
4. cart fees;
5. usage-based charges;
6. Leave of Absence Fees;
7. dishonour or failed payment charges;
8. Cancellation Fees;
9. Unauthorised Entry Fees; and
10. any other charges notified by us from time to time.

6.7 Direct debit requirement

Where required by us, you must complete and maintain a valid Direct Debit Authority as part of your Membership.

6.8 Direct Debit Provider

Monthly Membership payments are processed using a third-party provider (currently Ezidebit). Members paying monthly must complete the required direct debit form at the time of signup and maintain valid payment details at all times.

6.9 Sufficient funds

It is your responsibility to ensure that sufficient funds or credit are available in your nominated account at the time any payment is processed.

6.10 Failed payments

We accept no liability to you for drawing funds under your Direct Debit Authority to meet liabilities under this Agreement, including any Direct Debit Decline Fee or any additional charges imposed by your financial institution due to insufficient funds, account restrictions, or declined transactions.

6.11 Processing dates

If a payment date falls on a day that is not a Business Day, the direct debit may occur on the next Business Day.

6.12 Failure to maintain direct debit

Failure to provide or maintain a valid Direct Debit Authority where required may result in suspension or termination of your Membership.

6.13 Fee reviews and adjustments

We reserve the right to review and adjust Membership Fees, levies, and associated charges from time to time to support the ongoing maintenance, operation, and sustainability of the course and facilities.

6.14 Types of fee changes

Changes may include annual increases, new usage-based charges, revised levies, and other amendments reasonably required to meet the operational needs of the Club.

6.15 Notice of changes

Where reasonably possible, Members will be given at least fourteen (14) days' notice of changes to fees or charges. Notice may be given by email, on the website, or through other official club communication channels.

6.16 Acceptance of changes

Continued use of the Club, course, or facilities after notification of changes will be taken as acceptance of those amended fees, charges, or terms.

6.17 GST

Unless otherwise stated, Membership Fees are inclusive of GST where applicable.

6.18 Other liabilities

The Member remains responsible for any additional charges, taxes, duties, transaction fees, claims, or liabilities arising from their use of the Club or any goods or services supplied in connection with their Membership.

6.19 Schedule of fees

Fees other than Membership Fees may be varied by us from time to time as reasonably required for Club operations.

7. HOW DO I CANCEL MY MEMBERSHIP?

7.1 Cancellation by member

All Memberships require a minimum of three (3) months' written notice of cancellation.

7.2 Form of notice

Cancellation requests must be submitted by email or in writing to the Pro Shop. Verbal cancellations will not be accepted.

7.3 Cancellation fee

If the required three (3) months' notice is not given, a Cancellation Fee equivalent to three (3) months' Membership Fees will apply.

7.4 Charges during notice period

During the notice period, you remain liable for all Membership Fees and all other applicable charges, including cart fees and usage-based charges.

7.5 Guest passes

Complimentary member guest passes are not valid during the cancellation notice period.

7.6 No refund of annual memberships

Any Membership paid annually in full or in advance is not refundable upon termination or cancellation of Membership, except where this Agreement expressly provides otherwise or where required by law.

7.7 Expiry date of membership after notice

Unless otherwise agreed in writing, your Membership will end on the last day of the applicable notice period and not on a pro rata daily basis.

8. CAN I CHANGE MY MEMBERSHIP?

8.1 Membership changes

You may request a change to your Membership, including a change to your Membership category, payment option, or related membership details, by email or in writing to the Pro Shop.

8.2 Approval of changes

Any requested Membership change is subject to our approval and the membership options then available.

8.3 Effect of change

If a Membership change is approved, the applicable Membership Fees and charges may increase or decrease from the effective date of the change.

8.4 Change fees

We may charge an administration or change fee in connection with any approved Membership change.

9. CAN I TAKE A LEAVE OF ABSENCE?

9.1 Application for Leave of Absence

You may apply for a Leave of Absence at any time, subject to this clause.

9.2 Grounds for Leave of Absence

Leave of Absence may be considered for:

1. extended overseas travel;
2. temporary physical incapacity;
3. deployment for armed forces personnel; or
4. other circumstances approved by us in our discretion.

9.3 Conditions

A Leave of Absence:

1. is not available if notice of cancellation has already been given;

2. must be for a minimum of three (3) months and a maximum of twelve (12) months;
3. requires all Membership Fees and charges to be up to date at the time of request;
4. is not automatically approved; and
5. is assessed on a case-by-case basis.

9.4 Medical evidence

A verifiable medical certificate must be provided for any Leave of Absence request based on illness or injury.

9.5 Leave of Absence Fee

An approved Leave of Absence will incur a Leave of Absence Fee:

1. for annual payees, payable upfront before the Leave of Absence begins; or
2. for monthly payees, payable monthly by direct debit during the Leave of Absence period.

9.6 Extension of term

During an approved Leave of Absence, the Membership term will be extended by the length of the approved Leave of Absence.

9.7 No cancellation during Leave of Absence

You may not cancel your Membership during an approved Leave of Absence.

9.8 Early return

If you wish to reactivate a medical Leave of Absence before its scheduled expiry date, we may require a medical certificate confirming you are fit to return.

10. WHAT HAPPENS IF I GET SICK?

10.1 Temporary physical incapacity

If you are unable to use the Club because of temporary physical incapacity for a period of more than three (3) months, you may apply for a Leave of Absence under clause 9 by written notice to us accompanied by a verifiable medical certificate.

10.2 No Leave of Absence Fee for qualifying medical leave

Where a Leave of Absence is approved due to temporary physical incapacity under clause 10.1, no Leave of Absence Fee will apply.

10.3 Permanent physical incapacity

If you are unable to use the Club by reason of permanent physical incapacity, you may request cancellation of your Membership by email or in writing to the Pro Shop together with a verifiable medical certificate.

10.4 Effect of permanent incapacity cancellation

If your Membership is cancelled due to permanent physical incapacity:

1. if your Membership is a Fixed Term Membership paid in full, you will be entitled to a refund of the unused prepaid amount less any applicable Administration Fee; or
2. if your Membership is a Periodic Membership payable by instalments, the three (3) month cancellation notice period will commence once notice and satisfactory evidence are received, and you must pay Membership Fees until the end of that notice period.

10.5 Death

Your Membership will terminate automatically on your death.

10.6 Evidence of death

We will terminate your Membership on receipt of notification of your death, provided reasonable evidence is supplied.

10.7 No fees after death

No Membership Fees will be charged after termination due to death.

11. WHEN CAN YOU CANCEL MY MEMBERSHIP?

11.1 Condition of Membership

Your Membership is conditional upon your compliance with this Agreement, prompt payment of all Membership Fees and charges, and compliance with the Rules.

11.2 Failure to pay

If you do not fully pay any Membership Fees or other amounts due on time, we may:

1. immediately suspend your Club access;
2. pause, restrict, or remove your Golf ID or booking access;
3. continue to debit your nominated account for overdue amounts and applicable dishonour fees;
4. recover any debt, charges, fees, and collection costs from you; or
5. terminate your Membership.

11.3 Bad behaviour

We may suspend or cancel your Membership immediately if, in our opinion, you:

1. do not behave in a correct, orderly, respectful, or safe manner;
2. fail to comply with reasonable directions of Staff;
3. misuse our products, services, facilities, or premises;
4. are on Club premises while under the influence of drugs or are grossly intoxicated;
5. are abusive, aggressive, lewd, threatening, provocative, or disruptive toward Staff or other patrons;
6. fail to comply with this Agreement or the Rules; or
7. provide false, misleading, or deceptive information to us.

11.4 Evidence

A statement by Staff that you have acted in a manner referred to in clause 11.3 may be relied upon by us in determining whether to suspend or terminate your Membership.

11.5 Amounts owing

If we suspend or cancel your Membership, you must pay all Membership Fees and charges due up to the date of suspension or cancellation, together with any applicable fees properly payable under this Agreement.

11.6 Enforcement costs

You agree to pay any reasonable costs we incur in enforcing our rights under this Agreement, including debt recovery costs and legal costs to the extent permitted by law.

12. HOW DO I ACCESS THE CLUB FACILITIES?

12.1 Membership access

Your Membership entitles you to access and use the Club and its facilities in accordance with this Agreement, the Rules, the entitlements of your Membership category, and the Club's advertised opening hours.

12.2 Conditions of entry

To gain entry to the Club:

1. you must hold a valid Membership;
2. your Membership must be current and not on Leave of Absence, suspended, cancelled, or terminated; and
3. you must not have overdue Membership Fees or outstanding charges.

12.3 Availability and refusal of entry

Entry is subject to availability and we may refuse entry where reasonably necessary for safety, capacity limits, regulatory compliance, orderly operations, or the comfort of Members, guests, and Staff.

12.4 Staff discretion

We and our Staff may refuse entry to any Member at any time where, in our reasonable opinion, the Member has not complied, or is unlikely to comply, with this Agreement or the Rules.

12.5 Third-party coaches

Personal golf coaches or similar service providers may operate separately from us under licence or other arrangement.

12.6 No liability for third parties

We are not responsible for the acts, omissions, conduct, services, or advice of any golf coach or third-party operator.

12.7 Club hours and closures

The Club may vary opening hours and access times from time to time. The Club or parts of it may be closed due to public holidays, weather, maintenance, urgent repairs, upgrades, staffing, seasonal conditions, competitions, participation rates, or other operational reasons.

12.8 Notice of closures

So far as reasonably practicable, information about known closures or restricted access will be displayed at the Club, on the website, or communicated through official club channels.

12.9 Changes to services or offerings

We may vary, withdraw, or change competitions, events, classes, services, course access, practice facilities, or other offerings for operational reasons.

12.10 No refund for temporary unavailability

No refund or credit will be issued for temporary closures, restricted access, changes to services, or changes to Club operations except where this Agreement expressly provides otherwise or where required by law.

12.11 Personal belongings

Anything of value you bring onto Club premises is at your own risk.

12.12 No responsibility for loss

We do not accept responsibility for personal property that is lost, stolen, damaged, or misplaced within or outside the clubhouse, course, practice areas, parking areas, or elsewhere on Club premises.

12.13 Bags and checks

All bags brought onto Club premises are at your own risk and may be checked for prohibited items, including BYO alcohol, which may be confiscated.

12.14 Prohibited items

You must not bring onto Club premises any hazardous or prohibited items including flammable goods, gas cylinders, acids, poisons, lithium batteries, bleaches, paints, sharp objects, or anything capable of being used as a weapon.

12.15 Unstaffed periods and non-members

You must not enter the Club with, admit, or allow access to any non-member without Staff permission, including during unstaffed periods or outside formal opening hours.

12.16 Liability for unauthorised entry

If you breach clause 12.15:

1. you accept responsibility for any injury, loss, or damage attributed to the non-member;
2. you agree that an Unauthorised Entry Fee may be charged to you, together with any associated transaction fees; and
3. we may suspend or cancel your Membership.

12.17 Member Guest Rounds

Some Membership categories as determined by us from time to time and outlined in the Schedule of Fees or Membership inclusions may include complimentary guest rounds, subject to the following conditions:

1. Eligible Members may receive up to three (3) guest rounds per Membership Year;
2. Cart fees apply to all guest rounds unless otherwise specified;
3. Membership must be current and financial for guest rounds to be valid;
4. Guest rounds are not transferable and must be redeemed by the Member and used by their guest;
5. The Member must be present when redeeming a guest round;
6. A guest round may be redeemed as either a 9-hole or 18-hole round, with each counting as one (1) round;
7. Unused guest rounds do not carry over to subsequent Membership Years; and
8. Guest rounds are not valid during competitions, major events, or other restricted periods as determined by us.

12.18 Clubhouse Function Benefit

Some Membership categories as determined by us from time to time and outlined in the Schedule of Fees or Membership inclusions may include a benefit allowing the waiver of the booking fee for one (1) clubhouse function per Membership Year, subject to the following conditions:

1. Bookings are subject to venue availability and must be approved by us;

2. The benefit applies to room hire only and does not include kitchen hire;
3. Cleaning fees, staffing, service charges, and any additional costs remain payable by the Member; and
4. Additional restrictions and conditions may apply as determined by us from time to time.

13. CHANGES TO THIS AGREEMENT OR CLUB RULES

13.1 Right to vary

We reserve the right to vary this Agreement, the Rules, Club operations, facilities, course access, competitions, services, opening hours, layout, and offerings at any time where reasonably necessary for operational, safety, seasonal, commercial, staffing, maintenance, administrative, or regulatory reasons.

13.2 Examples of changes

Changes may include:

1. making changes to buildings or facilities;
2. opening or closing areas of the Clubhouse, course, or practice areas;
3. carrying out construction works or upgrades;
4. changing the way the Club or facilities are operated;
5. engaging third parties to provide facilities, goods, or services;
6. varying hours of operation;
7. varying competitions, events, classes, or services offered by us; and
8. imposing restrictions on the use of the Club, facilities, goods, or services by a Member or group of Members.

13.3 Notification of material changes

We will use reasonable endeavours to notify Members of material changes, including by publication on the website, by email, or through other official club communication channels.

13.4 Substantial deprivation of membership

If we close all or a substantial part of Club facilities, or amend this Agreement in a way that substantially deprives you of the intended use of your Membership, you may elect to cancel your Membership. In such circumstances, the usual notice period for cancellation will not apply. You are not entitled to any refund of Membership Fees unless required by law.

13.5 Closures outside our control

You are not entitled to cancel your Membership or receive any refund, credit, or compensation for any closures, interruptions, or restrictions of the Club or its facilities where such closure arises from events outside our reasonable control, including but not limited to natural disasters, fire, flood, extreme weather events, government directives, or other unforeseen circumstances.

14. LIABILITY

14.1 General exclusion

Subject to clause 17 and to the extent permitted by law, we exclude liability for any injury, loss, damage, cost, expense, or claim suffered by you or any other person arising from or in connection with your Membership, your use of the Club, or any goods or services supplied by us.

14.2 Your responsibility to others

You are responsible for any injury, loss, or damage suffered by any person resulting from your use of the Club, its facilities, products, services, or premises, and you indemnify us against related costs, losses, damages, and claims.

14.3 Property

We are not liable for loss of or damage to your personal belongings or any other property brought onto Club premises.

15. CREDIT AND DEBT REPORTING

15.1 Default reporting

If paying by direct debit or deferred payment arrangement, you authorise us, upon your default and failure to remedy that default after notice, to

notify any debt collection agency or credit reporting agency of that default to the extent permitted by law.

16. ASSIGNMENT OF MEMBERSHIP

16.1 Assignment by us

We may assign, transfer, novate, or otherwise deal with your Membership to or with a third party without your consent.

16.2 Notice of assignment

If we assign or novate your Membership, we will provide you with reasonable written notice.

16.3 Continuing effect

Any assignment or novation of your Membership does not invalidate this Agreement, which will continue to apply to the extent permitted by law.

17. CONSUMER GUARANTEES

17.1 Australian Consumer Law

Nothing in this Agreement excludes, restricts, or modifies any rights or remedies you may have under the Australian Consumer Law or any other law where those rights cannot lawfully be excluded.

17.2 Limitation where permitted

To the extent permitted by law, where liability cannot be excluded but can be limited, our liability is limited, at our option, to one or more of the following:

1. replacement of goods;
2. repair of goods;
3. refund of Membership Fees paid; or
4. payment of the cost of obtaining equivalent services elsewhere.

17.3 No remedy in certain circumstances

You are not entitled to refunds or compensation merely because:

1. you change your mind;
2. you misuse the Club's facilities, services, or products; or
3. you request a service to be provided in a particular manner against advice.

17.4 No exclusion of non-excludable rights

Nothing in this Agreement is intended to exclude any condition, warranty, right, or remedy which by law cannot lawfully be excluded.

18. YOUR ACKNOWLEDGEMENTS AND ASSUMPTION OF RISK

18.1 Acknowledgements

You acknowledge and agree that:

1. you attend the Club and use its facilities at your own risk;
2. golf and related activities carry inherent risks of injury, damage, and in serious cases permanent injury or death;
3. parts of the Club may at times be unsupervised;
4. you are responsible for using the Club and its facilities safely and appropriately;
5. we do not manufacture all equipment or products used at the Club and may rely on third-party suppliers;
6. you must not bring non-paying or unapproved guests onto Club premises unless expressly permitted by us; and
7. this Agreement is legally binding.

19. RELEASE AND INDEMNITY

19.1 Release

To the extent permitted by law, you release us and our officers, employees, contractors, agents, and representatives from claims arising from injury, loss, damage, or death suffered by you in connection with your use of the Club, its facilities, equipment, services, or activities, except to the extent liability cannot lawfully be excluded.

19.2 Indemnity

You indemnify us against all claims, losses, damages, costs, and expenses arising from:

1. your breach of this Agreement or the Rules;
2. your negligent, unlawful, or wrongful conduct;
3. any injury, loss, or damage caused by you or your guest; and

4. any unauthorised entry or access facilitated by you.

19.3 Severability

If any part of this Agreement is void, unenforceable, or illegal, that part is severed and the remainder of the Agreement continues in full force.

20. PRIVACY

20.1 Privacy

You agree that information collected and retained by us about you may be used and disclosed in accordance with our Privacy Policy as amended from time to time.

20.2 Availability

Our Privacy Policy is available on the website or by request from the Pro Shop.

21. GENERAL

21.1 Governing law

This Agreement is governed by the laws of Queensland, Australia, and each party submits to the jurisdiction of the courts of Queensland.

21.2 Entire agreement

This Agreement constitutes the entire agreement between you and us regarding your Membership and supersedes prior discussions, representations, understandings, and agreements relating to that Membership, except for any separate written agreement entered into between you and us.