

BIRDIE HUB PTY LTD

Terms and Conditions

1. **Agreement:** These terms and conditions (**Terms**) are between Birdie Hub Pty Ltd (ACN 680 390 078) (**we, us or our**) and you, the person booking or receiving the Services (**you or your**).
2. **Acceptance:** You accept these Terms by making a booking or payment with us.
3. **Services:** We agree to provide the Services to you on these terms and conditions.
4. **Memberships:** You may purchase a membership (**Membership**) by paying the applicable price in advance on a regular basis (**Billing Cycle**). Your Membership:
 - (a) is for your personal use only;
 - (b) cannot be transferred or shared with others;
 - (c) will automatically renew at the end of each Billing Cycle; and
 - (d) will continue until cancelled in accordance with these Terms.

We offer various membership tiers, each with its own set of benefits, access levels, and pricing. The specific details of each membership tier are set out on our website. We may change Membership prices with 30 days' notice. You may cancel your Membership if you don't accept the new price by giving 24 hours' written notice. You may cancel your Membership at any time with 24 hours' written notice and cancellation takes effect at the end of current Billing Cycle.

5. **Junior Membership:** We offer junior memberships for individuals under 18 years of age. Junior members must be accompanied by a paid member over 18 at a 1:1 ratio, or by a nominated parent/guardian. Junior members may only use the facility during staffed hours.
6. **Corporate Memberships:** We offer corporate memberships for businesses. These memberships include:
 - (a) Membership for a designated number of employees (as specified in the corporate membership agreement);
 - (b) signage opportunities on our simulator bays;
 - (c) sponsorship opportunities for competition days;
 - (d) priority booking for corporate events.

Corporate memberships are subject to the following conditions:

- (a) the corporate entity is responsible for paying the membership fees;
 - (b) the corporate entity must designate a primary contact person for all membership-related communications;
 - (c) individual employees using the corporate membership must adhere to all facility rules and these Terms;
 - (d) the corporate entity may change designated members with written notice to us, subject to any limitations specified in the corporate membership agreement;
 - (e) corporate memberships are subject to an annual review and renewal process;
 - (f) we reserve the right to modify corporate membership benefits with 30 days' notice.
7. **Day Passes:** We offer day passes for non-members and guests of members who wish to use our facilities without committing to a full Membership. Day passes provide access to specified facilities for the duration of one day, as defined on the pass. The cost of day passes will be clearly displayed on our website and at our facility.
8. **Guests:** Members are allowed to bring guests to the facility. Guests must be accompanied by the member at all times. Members can purchase day passes for their guests at a discounted rate, as specified on our website or at the facility. The current guest fee rates will be clearly displayed on our website and at the facility. Members are responsible for ensuring their guests comply with all facility rules and these Terms. We reserve the right to limit the number of guests a member can bring or the frequency of guest visits.
9. **Access:** Members will have access via a phone/Bluetooth reader on the front door of the building. Access hours may be restricted based on your specific membership tier.
10. **Lessons:** Lessons can be booked through our website, in person, or by contacting us directly. Lesson bookings are subject to instructor availability. Lessons require upfront payment. Lesson fees will be clearly displayed on our website and at our facility. We reserve the right to change instructors if necessary and we will notify you of any changes as soon as possible. Lesson content will be tailored to your skill level and goals. However, we cannot guarantee specific results or improvements in your golf game. For students under 18, a parent or guardian must be present during the lesson or provide written consent for the lesson to take place.

11. **Simulator Usage:** Time limits on simulator sessions may apply. Please check our website or enquire in person for current policies. Sharing simulators or allowing others to join mid-session is permitted.
12. **Group Bookings and Corporate Events:** We offer tailored experiences for group bookings and corporate events. These events are subject to availability and require a minimum number of participants. To make a booking, please contact our events team directly via email or phone. Our group and corporate packages can include simulator access, catering options, and customised activities to suit your needs. Pricing for these events may differ from our standard rates and will be provided upon inquiry. A non-refundable deposit is required to secure your booking, with the full payment due prior to the event date. Cancellation and rescheduling policies apply, with the terms dependent on the timing of your request relative to the event date. All participants must adhere to our standard facility rules and dress code. For detailed information on our group and corporate event offerings, including minimum numbers, pricing, and available customisation options, please reach out to our events team.
13. **Tournaments and Events:** We will host weekly competitions and other events. Specific terms for participation in these events will be provided separately.
14. **Behaviour and Etiquette:** You and your guests are expected to maintain a reasonable level of behaviour and adhere to general golf etiquette at all times. This includes:
 - (a) respecting other users and their right to enjoy the facility;
 - (b) maintaining appropriate noise levels;
 - (c) using equipment and facilities with care;
 - (d) following instructions from staff members.
15. **Warnings and Removal:** Our staff members have the authority to issue warnings if they receive complaints about your or your guest's behaviour. We reserve the right to remove you or your guests from the premises if your behaviour is deemed disruptive, inappropriate, or in violation of these Terms. Repeated violations may result in suspension or termination of your Membership.
16. **Personal Property:** You acknowledge and agree that we are not responsible for any loss, theft, or damage to your personal property while on our premises. You are solely responsible for supervising and safeguarding your personal belongings. You further agree not to touch, use, or remove any equipment or property belonging to other members or to us without express permission. Unauthorised use or removal of such items may result in the immediate cancellation of your Membership and you may be held liable for any damage caused. Details regarding the proper use of equipment and facilities will be provided during your member induction.
17. **Facility-Specific Hazards:** /you acknowledge that there are certain inherent risks specific to our golf facility. These include, but are not limited to:
 - (a) potential contact with bar tables, seats, and other furniture;
 - (b) overhead equipment such as projectors and launch monitors;
 - (c) pull-out computer screens and other technology.

You agree to be aware of your surroundings at all times, to follow all safety instructions provided, and to exercise caution when swinging golf clubs or moving around the facility. You understand that failure to do so may result in injury to yourself or others, or damage to equipment, for which you may be held responsible.
18. **Bookings:** You may book Services through our website, in person, or by contacting us. Your booking is confirmed once we receive payment. We reserve the right to decline any booking at our discretion.
19. **Support:** If you experience any technical issues, such as problems with the access reader or simulator malfunctions, please contact our support team immediately. For urgent matters during staffed hours, please speak to our on-site staff. For after-hours support or if you're unable to access the facility, please call our 24/7 support line at [insert phone number].
20. **Equipment:** Members are expected to bring their own golf clubs. We offer club rentals for a fee, with prices listed on our website. Members will receive an induction on proper equipment use. Damage due to normal wear and tear will be covered by us. However, damage resulting from incorrect use (e.g., damage to screens from dirty clubs or balls) will be at your cost.
21. **Cancellations and rescheduling:** You may request to cancel or reschedule a booking by contacting us. For cancellations or rescheduling:
 - (a) Memberships
 - (1) You may cancel your Membership at any time with 30 days' written notice.
 - (2) Cancellation takes effect at the end of the current Billing Cycle.
 - (3) For lock-in memberships (3, 6, or 12-month options), cancellation is only available after the lock-in period, with 30 days' notice.

(b) Lessons

(1) Cancellations or rescheduling requests made with more than 48 hours' notice:

(a) You may reschedule your lesson to another available time or receive a full refund.

(b) Cancellations or rescheduling requests made with less than 48 hours' notice, no refund will be provided, and the lesson fee will be forfeited.

22. **No-shows:**

(a) For lessons

If you are more than 15 minutes late, it may be treated as a no-show and the lesson fee forfeited.

(b) For booked simulator sessions

A three-strike policy applies for no-shows or cancellations made less than 12 hours prior to the booked time. After three strikes, a \$50 fee will be charged for subsequent no-shows or late cancellations.

23. **Scheduled Maintenance and Equipment Issues:** We conduct regular scheduled maintenance on our simulators and other equipment to ensure optimal performance. Maintenance schedules will be posted in advance on our website and at the facility. We will endeavour to schedule maintenance during off-peak hours to minimise disruption to you. In the event of unexpected closures or out-of-service equipment, we will notify you via email as soon as possible.

24. **Your Obligations:** You agree that:

- (a) you will comply with our reasonable requests and requirements;
- (b) you will provide accurate information to us;
- (c) you will not attend if you are suffering from any illness that could risk others' health or safety;
- (d) you will inform us of any physical or medical conditions that may affect your participation;
- (e) you will treat our premises and equipment with respect;
- (f) you will use clean clubs, balls, and shoes in the simulators;
- (g) you will not use marked balls;
- (h) you will wear enclosed shoes and a collared shirt for competitions;
- (i) you will not wear metal golf spikes; - you will follow general golf etiquette and respect other members;
- (j) you will not bring food or drinks into the simulator bays or putting green areas;
- (k) you will only consume food and drinks in designated tables and seating areas.

25. **Facility Rules:**

- (a) Golf apparel is highly recommended.
- (b) We reserve the right to issue warnings for inappropriate behaviour and remove players if necessary.
- (c) Alcohol is currently prohibited on the premises.
- (d) Members are responsible for the supervision of their personal belongings while on the premises.
- (e) Touching or taking equipment belonging to other people or us may result in Membership cancellation and liability for any damage caused.

26. **Payment:** The Prices will be set out on our online booking page or in person when you book. Payment must be made in full at time of booking.

27. **Late Payments:** If you don't pay on time as agreed, we can choose to stop providing the Services 5 business days after the payment was due. We can also ask you to pay for any extra costs we face because you didn't pay on time. This includes any costs to get those payments from you.

28. **Intellectual Property:** Each party will maintain ownership of any intellectual property they independently create during the duration of this Agreement. There will be no transfer of intellectual property rights between the parties, except as explicitly outlined in this Agreement.

29. **Termination for breach:** This Agreement can be terminated by either party (the **Non-Defaulting Party**) with immediate effect if the other party (the **Defaulting Party**) fails to fulfill a significant obligation under this Agreement. If the Defaulting Party does not correct the breach within 10 business days after receiving written notice from the Non-Defaulting Party, the Non-Defaulting Party has the right to terminate the Agreement immediately.

30. **Suspension:** We may suspend the provision of Services to you if:

- (a) we reasonably suspect you are in breach of these Terms; and
- (b) while we investigate the suspected breach.

If, following our investigation, we reasonably believe you are in breach of these Terms, we may terminate these Terms immediately by written notice to you.

31. **Liability:** We will perform the Services with reasonable care and skill. However, we are not liable for any indirect or consequential losses that may arise. Subject to your consumer law rights, our total liability under this Agreement and conditions is limited to the Price paid by you.

32. Recreational Activities:

In the course of exercising or engaging in any recreational activities while participating in the Services, if you are killed or injured, we will not be liable except to the extent caused by our reckless conduct. A person's conduct is reckless if the person is aware, or should have reasonably been so, that there was a significant risk that their conduct could result in personal injury and, despite this, engages in the conduct without adequate justification.

Under the Australian Consumer Law (as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth)), statutory guarantees apply to the supply of certain goods and services. These guarantees mean that we are required to ensure that the recreational services we supply to you:

- (a) are rendered with due care and skill; and
- (b) are reasonably fit for any purpose which you, either expressly or by implication, make known to us; and
- (c) might reasonably be expected to achieve any result you have made known to us.

Under the Australian Consumer Law, we are entitled to ask you to agree that these statutory guarantees do not apply to you. If you accept these Terms, you will be agreeing that your rights to sue us under the Australian Consumer Law if you are killed or injured because the Services provided were not in accordance with these guarantees, are excluded in the way set out in these Terms.

33. **Confidentiality:** Both parties commit to maintaining the confidentiality of any proprietary or confidential information shared while these Terms are in place.
34. **Subcontracting:** We reserve the right to subcontract any portion of the Services at our discretion without needing to get your written approval beforehand. We commit to being fully responsible for fulfilling our obligations under this Agreement, and we will ensure that any subcontractors we employ will adhere to the terms of this Agreement as if we were performing the Services directly.
35. **Relationship of Parties:** This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the parties.
36. **Governing Law:** This Agreement is governed by the laws of Victoria.
37. **Dispute Resolution:** A Party may not commence court proceedings relating to any dispute arising from, or in connection with, this Agreement (**Dispute**) without first meeting a representative of the other Party within 10 business days of notifying that other Party of the Dispute. If the Parties cannot resolve the Dispute at that meeting, either Party may refer the Dispute to mediation administered by the Australian Disputes Centre.
38. **Definitions:** The Services and the Price will be as set out on our website, in our online booking form or in person when you book.

For any questions, please contact us at:

Email: thebirdiehub@gmail.com