

Bay Views Golf Club

Operation

Bay Views Golf Club ("the Club") is a registered business name owned and operated by GSM Bay Views Golf Course Pty Ltd. The operation of the Club is at the sole discretion of GSM Bay Views Golf Course Pty Ltd.

GSM Bay Views Golf Course Pty Ltd are the lease holder of Bay Views Golf Course ("the Course"), formerly known as Rosebud Park Golf Course.

The Club is established for the sole purposes of providing a handicap associated to the Course and the affiliation of members to the relevant state and national governing bodies. This affiliation provides an official GA handicap that allows entry to all open golf events and provides Personal Player Liability Insurance.

The Club schedules weekly, monthly and annual competitions. Members can submit Conforming Social Scores when playing outside of competition times.

Benefits

GSM Bay Views Golf Course Pty Ltd. Provides the following benefits for members of the Club.

- Reserved hit off times for weekly competitions
- Online booking capability without the need for prepayment (subject to tee availability);
- Discounts off the full adult green fee on the day of play;
- Discounted motorised cart hire;
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From time to time GSM Bay Views Golf Course Pty Ltd. May offer additional benefits to Bay Views Golf Club members such as, but not limited to:

- Discounted green fees at selected golf courses;
- Coaching and product special offers;
- Special Golf events.

Terms and Conditions

1. Eligibility & Application

- 1.1. Any natural person may apply for membership.
- 1.2. A limit to the numbers of Club members is at the sole discretion of GSM Bay Views Pty Ltd.
- 1.3. Applications can be made instore at the Bay Views Golf Course.
- 1.4. An annual subscription fee is payable upon application.
- 1.5. Application renewals are on a 12-monthly basis from date of purchase
- 1.6. GSM Bay Views Golf Course Pty Ltd. reserves the right to refuse applications / renewals / applicants in its absolute discretion without giving reasons.

2. Golf Link Handicap

- 2.1. The issue of handicaps is subject to the terms and conditions governed by the Golf Australia Handicap System.
- 2.2. The maximum Australian handicap available is per Golf Australia recommendations
- 2.3. An existing GA handicap card shall be transferred to a members Bay Views Golf Club upon request from the member nominating Bay Views Golf Club as their home club.
- 2.4. In the event a member does not possess a current GA handicap card the member will be required to submit three scorecards relating to rounds played at the Bay Views Golf Course under competition conditions.

3. Standards of Behaviour

- 3.1. Members of the Club are subject to the GSM Bay Views Golf Course Pty Ltd. procedures and policies that govern the operation the Course and any regulatory governance required through statutory compliance.
- 3.2. Procedures and policies that govern customer behaviours at our venue are an integral component of our Occupational Health and Safety policy that ensures our staff perform their duties in a secure

and safe workplace and our regulatory obligations under the Victorian Occupational Health and Safety Act 2004.

- 3.3. Patrons are subject to regulations that are requirements as a licensee under a Victorian Liquor Licence and the staff's responsibilities under Responsible Serving of Alcohol certification.
 - 3.4. GSM Bay Views Golf Course Pty Ltd. policy and procedure that relate to customer behaviour include, but are not limited to:
 - 3.4.1. Dress code;
 - 3.4.2. Behaviour and inappropriate language
 - 3.4.3. Local rules & golf etiquette;
 - 3.4.4. Pace of Play;
 - 3.4.5. Conditions of Hire – Motorised Carts.
 - 3.5. Failure to abide by any policy, procedure or lawful staff instruction will result in members being disciplined in accordance with the GSM Bay Views Golf Course Pty Ltd. - Patron Exclusion Policy and / or statutory or regulatory processes.
4. Availability
 - 4.1. The benefits advertised as available to members shall be subject to tee availability with any restrictions at the sole discretion of GSM Bay Views Golf Course Pty Ltd.
 - 4.2. All reasonable effort shall be made to ensure disruption to benefits are minimal and that member requirements are generally met on a consistent basis.
5. Amendment or Termination off Benefits
 - 5.1. Benefits of membership are subject to change and are at the sole discretion of GSM Bay Views Golf Course Pty Ltd.
 - 5.2. Changes and variations in benefits of a significant nature will be notified as part of the annual renewal process.
 - 5.3. Termination of the member benefits in full will be supplied 30 days prior to the cessation date of benefits.
 - 5.4. In the event termination occurs within the 12 months of a membership application / renewal being accepted GSM Bay Views Golf Course Pty Ltd. may apply a pro rata refund of the application fee.
6. Transfer, Suspensions, Cancellations and refunds
 - 6.1. A Bay Views Golf Club membership cannot be transferred or assigned to any other person.
 - 6.2. A member may cancel their membership at anytime by email notification to golf@bayviewsgolf.com.au with no refund payable.
 - 6.3. GSM Bay Views Golf Course Pty Ltd. management may cancel, suspend or terminate a membership immediately and without penalty where the member:
 - 6.3.1. Is in breach of the Terms and Conditions and has failed to remedy the breach within 30 days of being notified of that breach;
 - 6.3.2. Has acted in a manner that is inappropriate, improper, hostile, threatening, abusive or dangerous; or
 - 6.3.3. At GSM Bay Views Golf Course Pty Ltd. discretion without cause.
 - 6.4. Except as set out on these Terms and Conditions the member is not entitled to a refund of any fee paid in relation to the membership upon cancellation or suspension of their membership.
7. Limitation
 - 7.1. GSM Bay Views Golf Course Pty Ltd. will not be liable for any failure or delay in providing any of the benefits or features of Bay Views Golf Club, either in part or whole.