

# Noosa Golf Club

## Terms and conditions

### 1. Acceptance

By using this Web Site, you agree, without limitation or qualification, to be bound by, and to comply with, these Terms and Conditions and any other posted guidelines or rules applicable to the Web Site. All such guidelines and rules are hereby incorporated by reference into the Terms and Conditions.

### 2. Privacy Policy

The Noosa Golf Club is subject to the provisions of the Privacy Act 1988. The Act contains 10 National Privacy Principles that set standards for the handling of personal information. The Club has a commitment to privacy and the safeguarding of member, visitor and staff personal information.

Any personal information provided by you to the Club (e.g. name, address, date of birth and contact details), will be protected. The Club does not usually disclose your personal information to any other organisation or person unless there is a legal requirement to do so. The Club may also disclose personal information to relevant authorities if it reasonably believes that there is a threat to an individual's life, health or safety, or public health or safety. If the Club has reason to suspect that unlawful activity has been, is being or may be engaged in, personal information may be used or disclosed as a necessary part of any investigation and reporting to relevant persons or authorities.

The Club may disclose your information to third parties that provide services under contract to the club. These contracts require the third party to keep your personal information confidential and secure. Your personal information may be used by the Club for marketing purposes to improve our services and to provide you with the latest information about those services, any new related services and promotions. If you do not wish to receive information about services and promotions, the Club, on request, will remove your name from mailing lists.

You have a right to access any personal information that the Club may hold about you, including a right of correction of your information. The Club will not charge a fee for you to access your personal information.

If you require any further information, please contact Club Administration.

### 3. Disclaimer

The materials may contain inaccuracies and typographical errors. Noosa Golf Club does not warrant the accuracy or completeness of the materials or the reliability of any advice, opinion, statement or other information displayed or distributed through the site. You acknowledge that any reliance on any such opinion, advice, statement, memorandum, or information shall be at your sole risk. Noosa Golf Club reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the site. Noosa Golf Club may make any other

changes to the site, the materials and the products, programs, services or prices (if any) described in the site at any time without notice.

This site, the information and materials on the site, and the software made available on the site, are provided "as is" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, non-infringement, or fitness for any particular purpose. Some jurisdictions do not allow for the exclusion of implied warranties, so the above exclusions may not apply to you.

#### **4. Limitations of Damages**

In no event shall Noosa Golf Club be liable to any entity for any direct, indirect, special, consequential or other damages (including, without limitation, any lost profits, business interruption, loss of information or programs or other data on your information handling system) that are related to the use of, or the inability to use, the content, materials, and functions of the site or any linked website, even if Noosa Golf Club is expressly advised of the possibility of such damages.

#### **5. Indemnification**

You agree to indemnify, defend and hold harmless Noosa Golf Club, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you.

#### **6. Third Party Sites**

As a convenience to you, Noosa Golf Club may provide, on this Site, links to Web sites operated by other entities. If you use these sites, you will leave this Site. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Noosa Golf Club makes no warranty or representation regarding, and does not endorse, any linked Web sites or the information appearing thereon or any of the products or services described thereon. Links do not imply that Noosa Golf Club or this Site sponsors, endorses, is affiliated or associated with, or is legally authorised to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links.

## ONLINE BOOKING TERMS & CONDITIONS – CANCELLATIONS & REFUNDS

### **NOOSA GOLF CLUB DOES NOT REFUND ONLINE PAYMENTS UNLESS THE COURSE IS OFFICIALLY CLOSED BY THE COURSE SUPERINTENDANT.**

#### **CONFIRMATION –**

Successful online bookings will receive an automatic confirmation via email.

#### **No further confirmation is required.**

- The internet booking system is directly linked to the reservation software, and the customer will only be contacted if a Noosa Golf Club staff member has a query regarding your booking. If a confirmation email is not received, the customer must check that the email entered is correct. Queries, questions or problems with the Noosa Golf Club Booking System telephone (07) 5447 1407.
- The customer is required as proof of booking to provide the reference number or the credit card used to secure the booking at the time of registration to the Pro Shop staff.
- Noosa Golf Club reserves the right to alter tee times without notice due to circumstances outside of Noosa Golf Club's control. (E.g. lightening, slow play, course renovations).

#### **TEE TIME MODIFICATIONS**

- Bookings cannot be modified online. Modifications to tee times can be made by calling the Pro Shop on (07) 5447 1407 or sending a detailed email to [golfbookings@noosagolf.com.au](mailto:golfbookings@noosagolf.com.au) together with a copy of the original confirmation email. No guarantee can be given requested date/time.
- Should the customer wish to modify or change their booking to an alternative time or date, contact must be made with Noosa Golf Club 48hrs before the reserved tee time, the customer must speak to the Pro Shop staff on (07) 5447 1407 or email [golfbookings@noosagolf.com.au](mailto:golfbookings@noosagolf.com.au). The Pro Shop or Administration Manager will confirm availability of the new tee time date and time and when modifications cannot be processed immediately a credit note will be issued.
- Should the customer not be able to confirm a re-scheduled tee time, a 'credit note' will be provided. To redeem the 'credit' the customer is required to reschedule the tee times within one month of the original booking date. Credit notes are issued for **TEE TIMES ONLY** and should the customer wish to reserve a tee time of lesser value the difference is forfeited, alternatively if the tee time booked is a higher rate, then the customer must pay the difference.
- If the customer fails to re-schedule this tee time within one month the credit will be considered forfeited and no refund will be given.
- Noosa Golf Club reserves the right to refuse a 'credit note' should the customer not provide 48-hours notice to a staff member of Noosa Golf Club.
- Should a player of a prepaid group tee time become unable to play, the pro shop must be advised within 48 hours, should 48 hours not be provided, Noosa Golf Club reserves the right to refuse credit note for this non played tee time.
- You must check in at The Pro Shop a minimum of 20 minutes before your tee time is due to start, should you not arrive and register with the Pro Shop you may risk the cancellation of your tee time, in this event credit note will not be given.
- Balance credit note must be used in full before credit note expiry date, partial credits will not be issued.
- Refunds will only be paid towards the credit card used to secure the booking. In the event of a refund the credit card details must be supplied with the corresponding security pin number.
- After the confirmation of credit card details, refunds will be issued within 7 working days.
- Noosa Golf Club reserves the right to remove customers from the course the rules of Noosa Golf Club Course have not been adhered to. Please refer to the course rules located in the Pro Shop upon arrival. No refunds will be given in the event that the customer is removed from the course.
- In the event that bookings are made in multiples and a player does not show, no refund will be given for the "no show" player. In the event that a player is unavailable to play for a pre-booked tee time reservation 48hrs notice must be given to an authorised representative of Noosa Golf Club and a credit note for the tee time will be issued. The 'credit note' will be issued and must be used within one month from the date of the original booking.