



Cumberland Country Golf Club Ltd

## Terms & Conditions

### On-line Payments Terms & Conditions

The Cumberland Golf Club is committed to respecting the privacy of your personal information as we know your privacy is important to you.

### Type of Information Collected

The types of information we collect from you will depend on the circumstances of collection and on the type of service you request from us, e.g.

- When you request services / products from us, we may collect details such as your name, email address, telephone number and gender.

### How will we use and Disclose your Personal Information?

Cumberland Golf Club will only use the personal information we collect for the main purpose(s) for which it was disclosed at the time of collection.

Generally, we will use and disclose your personal information for the following purposes:

- To provide the services you have requested from Cumberland Golf Club
- To provide a service to you
- To register you for clinics, lessons, rounds and events at Cumberland Golf Club
- For direct marketing of our products and services (we will always provide you with the opportunity to decline any further marketing communications)

We declare that personal information will not be sold to companies for mailing purposes.

### Refund Policy:

- It is Club policy that no refunds are available on membership; unless
- Per 16.11 of the Club Constitution  
*"The Club shall not be required to notify a person if they have been elected to membership. If a person fails to be elected to membership the Secretary shall cause any joining fee and subscription paid by the person to be returned to that person."*

### Delivery Policy:

- All charges made on this web site are in Australian Dollars (\$AUD).
- All payments made through this web site are processed through a secured gateway layer.

### Security Policy:

When purchasing from Cumberland Golf Club, your financial details are passed through a secure server using the latest 128-bit SSL (secure sockets layer) encryption technology. 128-bit SSL encryption is the current industry standard.

### 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

Cumberland 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. Cumberland 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. Cumberland Golf Club reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the site. Cumberland 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, noninfringement, 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 Cumberland 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 Cumberland Golf Club is expressly advised of the possibility of such damages.

### **5. Indemnification**

You agree to indemnify, defend and hold harmless Cumberland 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, Cumberland 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. Cumberland 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 Cumberland 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.