

## MEMBERSHIP TERMS & CONDITIONS

The following terms and conditions apply to all members at Newgreens Chatswood

### THE AGREEMENT BETWEEN YOU AND US

#### 1. INTRODUCTION

These Terms & Conditions, together with the Conditions of Entry, [Direct Debit Service Agreement](#) and Code of conduct, govern conditions of entry and participation within Newgreens Chatswood operated by Clublinks Management Pty Ltd or any other entity nominated by Chatswood Golf Club and Clublinks Management PTY LTD from time to time ("Clublinks") on behalf of Chatswood Golf Club. It is important that you have read and understood all the terms and conditions before agreeing to this Agreement. Clublinks, on behalf of Chatswood Golf Club, reserves the right to amend these terms and conditions. Clublinks retains absolute discretion to reject entry or service at Newgreens Chatswood for any person that does not adhere to these Terms and Conditions, Conditions of Entry, Code of Conduct and Direct Debit Service Agreement.

#### 2. PARTIES TO CONTRACT

The organisation providing the service for which you are paying is Clublinks. The "Member" or "you" means the person accepting or signing this Agreement. It is important that you understand that by signing or accepting this Agreement, you agree to these terms and conditions.

#### 3) GENERAL

##### a) 'GOLF COURSE OPENING' AS REFERRED TO IN THIS AGREEMENT

- i) For the purposes of this Agreement, "Golf Course Opening" refers to the commencement of playability of any portion of the 12-hole golf course. This definition does not require all 12 holes to be open or playable. The term includes any scenario in which one or more holes are available for member use.

##### b) THIS AGREEMENT IS SUBJECT TO A 7 DAY COOLING OFF PERIOD (LESS SERVICES CONSUMED)

###### i) CHANGE OF MIND (COOLING OFF PERIOD)

- 4) You may notify Clublinks that you wish to cancel your membership by completing a cancellation form provided by Clublinks within 7 days starting on the date you agree to this Agreement ("Cooling Off Period"). If you do so, Clublinks will refund your total upfront payment and any membership dues which you have paid for less inclusions taken up in the 7 days.

If you have used any membership inclusions during the Cooling Off Period, Clublinks will reduce the refundable amount by the value of the inclusions redeemed specifically related to the Bar Levy, Wellness Assessments and Gym or Pool visits.

#### 5) Newgreens Chatswood Opening Hours

- a) Newgreens Chatswood Operating hours are from 7am until 10pm Monday to Sunday

- b) Opening hours and access to services at Newgreens Chatswood may vary due to operational circumstances and public holidays. Set opening hours, updates and changes to open hours are advertised on the Newgreens Chatswood website.

## 6) ELIGIBILITY

- a) Memberships are available for adults 18 years and over.
- b) To obtain your membership card, members must present proof of age via a drivers license or passport prior to redeeming member benefits and accessing the facility.
- c) Nominated persons chosen to receive the transferrable wellness benefit must be 18 years or older.

## 7) YOUR MEMBERSHIP

Upon your membership application being accepted by Clublinks, you are a member of Newgreens Chatswood under the type of membership ("Membership Type") stated in your Membership Application Form. All benefits are subject to conditions of use in accordance with paragraph 10.

- a) **For All Access Membership holders**, from the Membership Start Date, your membership entitles you to:
  - i) Maintain a membership account
  - ii) Access to Newgreens Gym, Pool and Group Exercise Classes
  - iii) 1 x Complimentary initial Assessment with a Wellness Consultant
  - iv) 10% off Food, Beverage and Merchandise
  - v) \$500 Bar Levy to spend across Food & Beverage outlets
  - vi) Access to the Theatre (subject to function and event booking terms and conditions)
  - vii) Complimentary Room Hire for Functions and Event Bookings (subject to function and event booking terms and conditions)
  - viii) Option to transfer Wellness benefit to a friend or family member
  - ix) Secure your Golf Club Membership prior to Course Open (estimated in early 2026) which will include:
    - (1) Chatswood Golf Club Competition Access
    - (2) Golf Australia Handicap
    - (3) Free Social Golf + Early Access to tee times
    - (4) Early bookings opportunity 24 hours prior to competition going out
    - (5) 10% off Golf Shop Merchandise
    - (6) Bag Storage in line with Bag Storage Policy
- b) **For Golf Membership holders, from the Membership Start Date, your membership entitles you to:**
  - i) Maintain a membership account
  - ii) 10% off Food, Beverage and Merchandise

- iii) \$350 Bar Levy to spend across Food & Beverage outlets
- iv) Complimentary Room Hire for Functions and Event Bookings (subject to function and event booking terms and conditions)
- v) Access to The Theatre (subject to function and event booking terms and conditions)
- vi) Secure your Golf Club Membership prior to Course Open (first phase due to open in early 2026) which will include
- vii) Chatswood Golf Club Competition Access
- viii) Golf Australia Handicap
- ix) Free Social Golf + Early Access to tee times
- x) Early bookings opportunity 24 hours prior to competition going out
- xi) 10% off Golf Shop Merchandise
- xii) Bag Storage in line with Bag Storage Policy

#### **c) For Leisure Membership Holders**

- i) Maintain a membership account
- ii) Access to Newgreens Gym, Pool and Group Exercise Classes
- iii) 1 x Complimentary initial Assessment with a Wellness Consultant
- iv) 10% off Food, Beverage and Merchandise
- v) \$250 Bar Levy to spend across Food & Beverage outlets
- vi) Access to the Theatre (subject to function and event booking terms and conditions)
- vii) Complimentary Room Hire for Functions and Event Bookings (subject to function and event booking terms and conditions)

### **8) WHEN WILL YOUR MEMBERSHIP START**

Your membership will start on the Membership Start Date set out on your Membership Application Form ("Membership Start Date").

As of your membership start date, you will be able to attend Newgreens Chatswood to redeem benefits. This excludes golf course specific membership benefits. Golf course specific membership benefits will be accessible upon at least a portion of the Golf Course Opening which is estimated for early 2026.

### **9) OPENING MEMBERSHIP ADJUSTMENT FOR ALL ACCESS MEMBERS**

#### **a) All Access Direct Debit Members**

- i) All Access members will pay 50% of the full membership on a perpetual fortnightly basis until Golf Course Opening which will trigger golf course membership inclusions.
- ii) The 50% membership payments between your membership start date and the Golf Course Opening unlocks and activates all non-Golf course specific membership benefits.
- iii) All Access Members will be notified 28 days prior to the golf course opening at which point, 100% of the membership fee will be charged on a perpetual fortnightly basis.

**b) All Access Upfront Members**

- i) All Access Members will have your membership end date extended to 12 months from the date of the Golf Course Opening.

**10) OPENING MEMBERSHIP ADJUSTMENT FOR GOLF MEMBERS****a) Golf Upfront Members**

- i) Golf upfront members membership account can start prior to phase one of the Golf Course Opening for golf members to redeem non golf related membership benefits as noted in paragraph 5(b).
- ii) Golf Members who sign up prior to phase one of the course opening will have their membership end date extended to 12 months from the date of the Golf Course Opening.

**11) CONDITIONS OF MEMBERSHIP BENEFITS****a) Bar Levy**

- i) The bar levy amount included as a membership benefit is redeemable between your start date and end of your membership.
- ii) Bar Levy funds can be used to purchase food and beverage across all outlets at Newgreens Chatswood where food and beverage is sold.
- iii) Unused bar levy funds expire when your membership expires.
- iv) Any bar levy funds remaining on your account at the time of your membership expiring will be forfeited.
- v) Bar Levy funds cannot be transferred to another member.
- vi) Bar Levy funds can only be redeemed by the membership holder.

**b) Access to Newgreens Gym, Pool and Group Exercise Classes**

- i) Access to Newgreens Gym, Pool and Group Exercise services included as a membership benefit are bound by the Newgreens Wellness Access Policy

**c) Redeeming theatre and Complimentary room hire benefits**

- i) Access to the Theatre and redeeming Complimentary Room Hire for Functions and Event bookings are bound by the **Functions and Event booking Policy**.

**d) Redeeming Golf Membership benefits**

- i) Accessing golf course specific benefits are bound by the **Golf Member booking policy**

**e) Option to transfer Wellness Benefit to a friend or family member**

- i) Wellness Benefit includes Gym access, Pool access, Group Program and Wellness Consult inclusions as well as any other inclusions that are offered to Newgreens Wellness Members.
- ii) In transferring the Wellness Benefit, the main membership holder will forfeit wellness membership inclusions.
- iii) The main membership holder must visit reception with the nominated person to transfer the wellness benefit.
- iv) The main membership holder must continue to pay for the Wellness Benefit in full.
- v) The nominated person cannot begin to redeem Wellness Benefit until the transfer has been successfully approved by members services.

- vi) The nominated person will become a member of Newgreens Chatswood and will be required to abide by Code of Conduct, Conditions of Entry and Membership Terms and Conditions.

## **12) HOW LONG WILL YOUR MEMBERSHIP LAST**

- a) All members commit to a minimum 12-month membership and a minimum membership cost, starting from your Membership Start Date. A request for cancellation is only permitted once the minimum spend has been met.

## **13) Minimum membership cost per membership type:**

- a) All Access members: \$5,000 (Excluding direct debit transaction fees)
- b) Golf members: \$3,500 (Excluding direct debit transaction fees)
- c) Leisure members: \$2,500 (Excluding direct debit transaction fees)
  
- d) Direct Debit memberships are perpetual, and membership fees will continue to be deducted after the minimum cost and commitment period, until a request to cancel has been submitted.
- e) Upfront paying members must renew their membership to retain membership benefit inclusions.
- f) Upfront members who expire and do not renew their membership risk forfeiting their membership position in the instance membership is at capacity.
- g) Any discounts offered and applied at the time of joining are exclusively offered for the duration of the commitment period. Post cessation of commitment period, the full membership rate less the discount will be applied to ongoing charges or renewals.

## **14) SUSPENSIONS OF MEMBERSHIP OR “FREEZE” PERIODS**

- a) Membership Suspension or Freeze periods are not permitted for Members at Newgreens Chatswood.
- b) An exclusion includes a request for suspension due to Medical Reasons for a maximum period of 3 months per year.
  - i) The Suspension or Freeze requests due to medical reasons needs to be submitted in person to a Newgreens Membership Services team member and must be complimented by a Medical Certificate from a registered General Practitioner or Allied Health Professional.
  - ii) The Medical Certificate must specify the commencement and conclusion dates of the requested suspension period, and must include the full name, registration number, and contact details of the treating General Practitioner or Allied Health Professional.
  - iii) If the Suspension or Freeze request cannot be made in person, the member can email [info@newgreenschatswood.com.au](mailto:info@newgreenschatswood.com.au) and include the medical certificate. The suspension or freeze will only be confirmed once the Members Services Team member has replied confirming the request has been accepted.
- c) You will not be able to use Newgreens Chatswood membership inclusions while your membership is frozen.
- d) A freeze request cannot be processed if there is a negative balance on your account.
- e) Freeze requests will not be accepted retroactively.
- f) Newgreens Chatswood operated by Clublinks serves the right to reject any medical suspensions if deemed necessary.

## **15) MEMBERSHIP DUES AND FEES**

### **a) Membership dues**

As a member of Newgreens Chatswood, you are personally responsible for payment to us of the Membership Dues, Joining Fee, and any other ongoing payments set in your Membership Application as they fall due. As a member, your Membership Dues are payable for the whole of your Initial Commitment Period at the cost set out in your Membership Application. If your first fortnightly period includes a partial fortnightly billing period, your Membership Dues for that period will be calculated on a proportional basis ("Pro Rata") according to the number of days remaining in that fortnightly billing period.

Membership Dues vary depending on your Membership Type. You must pay the Membership Dues applicable to your Membership Type at the relevant time. You may only pay your Membership Dues in advance by direct debit or periodic credit card authority under your Payrix DDR Service Agreement. No other form of payment will be accepted.

Any discounts applied at the time of joining Newgreens Chatswood are one-time offers only and do not apply to subsequent renewal periods.

The Direct Debit Service Agreement is separate to these terms and conditions. If your direct debit payment is declined, you will be required to pay any outstanding balance upon your next visit. Any outstanding payment remaining on your next scheduled direct debit date will be deducted from your nominated account.

You will not be allowed to access to Newgreens Chatswood if your Membership Dues remain outstanding. Clublinks will collect any outstanding amounts and any charges we incur from late payment through your Payrix DDR Service Agreement (if applicable). If you have a genuine dispute in relation to the collection of outstanding amounts or the charges Clublinks incur, please contact a member of Customer Service team at Newgreens Chatswood Reception.

### **b) TRANSACTION FEES AND REJECTIONS**

It is your responsibility to ensure that there are enough funds in your account to allow a debit payment to be made. If there are insufficient funds in your account to meet a debit payment you may be charged a fee and/or interest by your financial institution. Transaction fees apply to all bank account, credit, and debit card transactions and are outlined [here](#).

Failed transaction Fee – \$10 per failed or returned transaction attempt.

Transaction fee costs are subject to change.

### **c) CHANGES TO MEMBERSHIP DUES**

Your Membership Dues are fixed for the Initial Commitment Period as per paragraph 11 – "How long will your membership last". Upon the expiry of the Initial Commitment Period your Membership Dues may be varied or updated to the Membership Dues then applicable at that time.

This may result in an increase to your Membership Dues after the Initial Commitment Period. Clublinks will give you at least 28 days' notice of any change and the date from

which the change will apply by emailing you at the email address you provided in your Membership Application. After the Initial Commitment Period, if you do not wish to accept an increase in your Membership Dues you may terminate your membership in accordance with paragraph 18 – Cancellation of Membership. If you do not terminate your membership, you will be required to pay any revised Membership Dues from the date from which the change becomes effective and your direct debit payments or credit card payments will be amended accordingly and you authorise that any debits from your nominated account to also be varied. All Membership Dues include goods and services tax (GST). Clublinks reserves the right to change your Membership Dues in line with any government GST or similar taxes.

## **16) UPGRADING OR DOWNGRADING YOUR MEMBERSHIP**

Upgraded memberships will not go into effect until the beginning of the next business day, whereas downgraded memberships will not be taken into effect until the following direct debit.

Access will remain the same as the original membership during the transition period.

Upgrading memberships is available within the minimum commitment period however, downgrading your membership is not applicable within the minimum commitment period.

## **17) NEWGREENS CHATSWOOD ACCESS**

As a member, you must hold a valid Membership Card. A membership card will be assigned to you free of charge on your first visit to Newgreens Chatswood, upon registering and being accepted as a member.

Replacement Membership Cards can be reassigned at Newgreens Chatswood Reception at a cost of \$10 per new card. Membership Cards are unique and non-transferable.

Membership Cards should never be shared or lent to your friends or family members. In the event of misuse or misappropriation of your membership card, Clublinks reserves the right to deny facility access, charge a misuse penalty fee of and/or terminate your membership.

## **18) MEMBER PHOTO REQUIREMENT**

For security and identification purposes, all members are required to provide a profile photo upon joining. This photo will be linked to your membership account, printed on your Newgreens Chatswood membership card, and used to verify your identity upon entry and during use of club facilities and membership inclusions.

Your photo helps ensure that only the registered member accesses the membership, supporting the prevention of unauthorised use.

Photos are stored securely in accordance with Clublinks' Privacy Policy and the *Privacy and Personal Information Protection Act 1998 (NSW)*. Photos will not be shared with third parties except as required by law or for the operation of Newgreens Chatswood by Clublinks or any entity engaged by Chatswood Golf Club.



## **19) FACILITIES**

Clublinks may need to adjust the availability of certain facilities and services on a temporary basis including for the purposes of cleaning, improvement work, repairs, upgrades, maintenance, special functions, and holidays.

## **20) CANCELLATION OF MEMBERSHIP**

- a) Cancellation requests can only be submitted once the minimum commitment has been fulfilled in accordance with Paragraph 11 How long will my membership last.
- b) A 28-day notice period from the date of submitting a cancellation request applies.
- c) Memberships will end 28 days after your suspension request has been submitted and approved by Newgreens Management.
- d) Your membership will remain active until 28 days post the submission date and all fees during this period are due.
- e) Payment of any past-due balance is required before a cancellation request can be actioned. Accounts with fees owing are required to be settled in full prior to management approving any cancellation request.
- f) To initiate a cancellation request, you are required to visit in person and complete a Cancellation Form with a member of our Member Services team.
- g) Upon receipt of your cancellation form, a member of our customer service team will contact you to confirm the details of your cancellation, including the final membership access date.
- h) Upfront memberships are not able to be cancelled, and membership fees paid in advance are not refundable.

## **21) SUSPENSION AND TERMINATION BY CLUBLINKS**

- a) Clublinks may terminate or suspend your membership by emailing or writing to you at the contact addresses Clublinks have on our records:
  - i) If you commit a serious or repeated breach of these terms and conditions and / or Conditions of Entry/Use.
  - ii) If you otherwise breach this Agreement, the Conditions of Entry/Use and the breach, if capable of remedy, is not remedied within 14 days of Clublinks giving you notice to do so and informing you that your membership will be terminated if you fail to do so.
  - iii) If any part of your Membership Dues remains unpaid 28 days after falling due.
  - iv) If you provide Clublinks with details which Clublinks know to be false when applying for membership and these false details may have affected Clublinks reasonable decision to grant you membership.
  - v) If you engage in inappropriate behaviour which is deemed by management of Clublinks likely to lead to injury, harassment or embarrassment to any member, guest or employee of Newgreens Chatswood or damage to any equipment or building belonging to Newgreens Chatswood, Chatswood Golf Club and Watermark Residences.

If Clublinks terminate your membership for any of the above mentioned reasons Clublinks may (without limiting any other right or remedy) recover any other reasonable costs and expenses Clublinks incur as a result of your breach and to collect the full amount of Membership Dues for the remainder of the then current fortnightly billing period any arrears.



## **22) COLLECTION OF FEES**

Clublinks will collect any Membership Dues and fees that are outstanding when your membership is terminated. Clublinks may use a third party to assist in the collection of outstanding fees.

## **23) OBSERVATION OF POLICIES**

Members must observe all Club By-laws, policies and rules, and posted conditions for entry into or use of any Club facility, including in relation to:

- a) Anti-Social Policy
- b) Golf Course Access Policy
- c) Harm minimisation policy
- d) House management policy
- e) Privacy Policy
- f) Child safety policy
- g) Liquor plan management
- h) Locker Policy
- i) Carpark Policy
- j) Watermark Resident Access Policy
- k) Wellness Member Access Policy

## **24) LOST PROPERTY**

Lost items discovered in lockers or around Newgreens Chatswood premises will be placed in our lost and found. All items in the lost property will be kept for a maximum of 28 days before being donated or disposed of. Patrons must provide detailed descriptions of lost items to facilitate identification. Clublinks reserves the right to request proof of ownership before returning any lost items.

## **25) SECURITY**

Newgreens Chatswood premises have CCTV security cameras recording 24-hours a day (except bathrooms) and may have remote video guarding services. This system is used for security purposes but does not guarantee against harm. You should contact Clublinks if you have questions on this.

## **26) ENTITLEMENT**

Provision of services provided by Clublinks may change and for the purposes of this Contract is based on "entitlement" to use and not on actual use. By agreeing to this Agreement, you are agreeing to be bound by the rules and conditions of Clublinks. The management at Newgreens Chatswood reserve the right to cancel the rights of any member not complying with the conditions of membership or rules of Clublinks at any time.

## **27) PROVISION OF SERVICE**

Change of management, location or ownership or the name of Clublinks does not absolve you of your responsibilities under the terms and conditions of this Agreement.

## **28) SMOKING, DRUGS, AND ALCOHOL**

Smoking of any kind, including the use of cigarettes, e-cigarettes and vaping devices, is prohibited at Newgreens Chatswood. You acknowledge that the distribution or use of any drugs, including illegal, is prohibited and promise that you will not use or distribute these substances at our venue.

## **29) COMMERCIAL ACTIVITY**

You acknowledge that engaging in any commercial or business activities at Newgreens Chatswood, such as offering Golf lessons or selling goods at Newgreens Chatswood is prohibited unless Clublinks grant you written permission to do so. If Clublinks do give you written permission, Clublinks can revoke this at any time.

## **30) ENTIRE AGREEMENT**

This Contract constitutes the entire agreement, understanding and arrangement (express and implied) between you and Clublinks relating to the subject matter of this Agreement and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.

## **31) LIABILITY**

Clublinks is not responsible for lost or stolen items or damage to property or vehicles. Acknowledging this risk, you agree to use Newgreens Chatswood at your own risk in accordance with the Conditions of Entry.

Under the Australian Consumer Law in the Competition and Consumer Act 2010 (Cth) (**ACL**), Clublinks guarantees that the services Clublinks supply:

- are provided with due care and skill;
- are reasonably fit for any purpose you have told Clublinks you are using the services for or told Clublinks you wish to achieve; and / or
- are supplied in a reasonable time.

Under certain legislative provisions, however, Clublinks can ask you to accept some limitations to the ACL guarantees.

You agree, to the extent allowed by section 139A of the Competition and Consumer Act 2010 (Cth), to exclude or modify Clublinks liability to you for death or injury from Clublinks failure to comply with ACL guarantees. This exclusion does not apply if your death or injury is caused by Clublinks "reckless conduct" (as defined in the CCA).

## **32) PRIVACY AND PRIVACY DISCLAIMER**

From when you apply for membership, you will need to provide Clublinks with, and Clublinks will have access to personal information about you, including information relating to your health and finances. Your personal information may be transferred to amongst other persons from time to time who is engaged to manage and operate Newgreens Chatswood.

Clublinks from time to time will send you news and information regarding Newgreens Chatswood. You can unsubscribe at any time using the link at the bottom of Clublinks emails or by contacting Clublinks. Clublinks will only keep on file personal information that is needed to provide the requested updates or service to you. You may request to see your personal information held on file by Clublinks. Clublinks will not sell or give your personal information to any third parties without your express consent, unless Clublinks must do so to provide the requested service or as required by law.

If you do not wish to receive these updates, you may unsubscribe at any time. This data will not be used for any marketing or communication purposes not directly related to this event and will be used in accordance with the *Privacy and Personal Information Protection Act 1998 (NSW)*.

### 30. **SEVERABILITY**

If a court decides that any part of this Agreement is or becomes illegal, void or unenforceable, that part is deleted and this does not invalidate the rest of this Agreement.

### 31. **WAIVER**

If Clublinks do not enforce our rights under this Agreement at any time, it does not mean that Clublinks may not do so in the future.