



Araluen Golf Resort Pty Ltd T/A Araluen Estate

Country Club Avenue, Roleystone, WA, 6111

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## 2024 – 2025 Estate Membership Terms & Conditions

These Term's & Conditions ("T&C's") applies to the following Products: Araluen Estate Membership

### 1. Membership Application

- a. Eligibility for Estate membership is subject to our receipt of your completed Estate Membership Application Form.
- b. You are required to provide true and correct information, and make a declaration about certain matters.
- c. Once complete and submitted online, your application will be reviewed by Araluen Estate Staff
- d. Assessment is based on the information provided meeting our necessary criteria
- e. Whilst we aim to advise you of the membership application status within approximately one week from submission, in some instances, this process may take longer and we will keep you informed if this is the case
- f. If accepted your Estate Membership will be valid for the period commencing acceptance to 30th June 2025

### 2. Membership Criteria

- a. Araluen Estate Membership is conditional on the following criteria:
  - i. Must be a resident of the wider Araluen Estate, as described by road on our application form.

### 3. Membership Renewal

- a. Your Estate membership must be renewed every 12 months and we generally send a reminder approximately 1 - 2 months before the renewal date.
- b. Your eligibility to renew is subject to your ongoing compliance with the applicable conditions.
- c. Terms and Conditions of renewal are specific to the renewal period.

### 4. Terms of Use

- a. Araluen Estate takes measures to ensure information is secure in transit and is not permanently stored on Araluen Estate systems, however Araluen Estate cannot ensure a digital footprint is not stored at some point for areas outside of our control.
- b. Araluen Estate reserves the right, in its sole discretion, to terminate use of an Estate Membership, or specific offers or content at any time without notice.
- c. If you do not agree to all the Terms of use set out above, you must not use the services contained via our Website
- d. By using this service, you acknowledge that you have read and understood the terms of use and you agree to be bound by same.

### 5. Privacy

- a. Araluen Estate is committed to protecting your privacy and ensuring that your contact with Araluen Estate is a safe and safe & rewarding experience.
- b. Araluen Estate has a privacy policy to manage privacy. A copy of Araluen Estate's privacy policy is available at the footer of our Website.

### 6. No Liability for Third Party Products and Services

- a. Membership Services may include or require access to third party products and services. By accessing and using third party products and services, you acknowledge that you have read and understood the terms and conditions (and Privacy Policy) of that third party and agree to be bound by them.
- b. To the fullest extent permitted by law, Araluen Golf Resort Pty Ltd T/A Araluen Estate excludes all liability including for any direct, indirect or consequential loss or damage suffered by any person accessing and/or using third party products and services.

### 7. Changes to Terms and Conditions

- a. From time to time, Araluen Estate may update these Terms and Conditions. The updated Terms and Conditions will apply to all membership applications from the time of posting on our website until revised

### 8. Severability

- a. Any provision of, or the application of any provision of, these Terms and Conditions which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or other jurisdiction.

### 9. Governing Law

- a. These Terms and Conditions are governed by the laws of Western Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia

### 10. Member Terms and Conditions

- a. If you supply your terms and conditions on any document at any time (including on purchase orders or other documents) your terms and conditions will be of no legal effect and will not constitute part of these Terms and Conditions for the provision of Membership Services, even if a representative of Araluen Estate signs a document that indicates that your terms and conditions apply.

### 11. Contact Us

- a. If you wish to speak to us about these Terms & Conditions or about any part of our policies please contact us at [marketing@araluenestate.com.au](mailto:marketing@araluenestate.com.au)