

These Terms and Conditions govern the membership policies at Hidden Valley Resort. By purchasing or renewing your membership, you agree to abide by the terms outlined below.

1. General Membership Terms

1.1 Definitions and Interpretations

- "Club": Refers to Hidden Valley Resort and its facilities.
- "Member": Any individual whose membership application has been approved and who has paid the required fees.
- Lifestyle facilities refers to the gym, pool, tennis, pickleball and lawn bowls area
- "Agreement": Refers to these Terms and Conditions, as accepted by the Member upon joining.

1.2 Eligibility and Application

- Memberships are limited at the sole discretion of Hidden Valley Resort.
- Applications can be submitted online or in person at the Hidden Valley Sports Hub.
- Membership is annual, with fees payable in full upon acceptance. Renewals operate on a 12-month basis from the date of purchase.
- Periodical payments (e.g. monthly payment) are available upon application and are for a minimum to the equivalent of 12 month membership period.
- Membership fees are non-refundable or transferrable, once a membership application has been approved and payment has been processed.

1.3 Cooling-Off Period

- New members are entitled to a seven (7) day cooling-off period from the date their membership is activated.
- During this time, a member may cancel their membership by providing written notice to the club.
- If cancelled within the cooling-off period, the member will receive a full refund of any fees paid, less any charges for services used during this period.

1.4 Member Benefits

All members receive access to Hidden Valley Resort's facilities and the following benefits:

- Complimentary gym induction with a personal trainer upon joining.
- Discounts on food and drinks purchased in The Grove Bar & Bistro
- Discounts on members guest green fees, motorised cart hire, personal training, group fitness classes, tennis lessons, and swimming lessons.

1.5 Membership Types and Access

Membership categories may include, but are not limited to:

- Golf Membership which includes access to all golf and lifestyle facilities
- Fitness Membership: Includes access to all lifestyle facilities.

Each membership type provides specific benefits, as detailed in the membership package.

1.6 Payment Terms

- Payment options include upfront payments or monthly instalments via direct debit.
- A surcharge may apply to all credit card payments in line with standard commercial terms
- Payments are due as outlined in the Member's agreement. Late payments may incur a late payment fee which will be directly charged by the merchant.





Membership fees are non-refundable, except as required by law or specified under the cooling-off period policy.

1.7 Behaviour and Conduct

- Members are required to adhere to Hidden Valley Resort's Code of Behaviour Policy
- Disruptive, hostile, or unsafe behaviour may result in suspension or termination of membership without refund.
- Members must respect staff, fellow members, and guests, ensuring the facilities are used responsibly and safely.

1.8 Amendments to Terms

- Hidden Valley Resort reserves the right to amend these Terms and Conditions at any time.
- Significant changes will be communicated to members via email or other appropriate channels

1.9 Health and Safety

- Members are encouraged to consult a medical professional before commencing fitness or sporting activities.
- Children under 16 must always be supervised while using the pool, gym, or other facilities.
- A valid driver's licence is required to operate golf carts on Hidden Valley Resort grounds.
- Members use the facilities at their own risk. Hidden Valley Resort is not liable for personal injuries, property loss, or damage unless due to proven negligence.
- Any hazards, injuries, or incidents must be reported to staff immediately.

1.10 Limitations

- Membership benefits are subject to availability and may be restricted during peak periods, maintenance, or unforeseen circumstances.
- Hidden Valley Resort will make all reasonable efforts to minimise disruptions.

2. Terms Specific to Golf Members

2.1 Golf Benefits

- Reserved tee times for weekly competitions.
- Discounts on member guest green fees and motorised cart hire.
- Online booking capabilities without prepayment, subject to availability.

2.2 Golf Handicap Management

- Handicaps are governed by the Golf Australia Handicap System.
- Members must nominate Hidden Valley Golf and Country Club as their home club to transfer an existing handicap.
- Members without a current handicap must submit three scorecards from rounds played under competition conditions to obtain a Golf Australia handicap.

2.3 Course Rules and Etiquette

- Members must adhere to course-specific rules, including pace of play, local rules, and general golf etiquette.
- Motorised carts are subject to the Conditions of Hire policy.

2.4 Behaviour Standards

• Members must respect the course, staff, and other players, ensuring that play is safe and enjoyable for everyone.





3. Terms Specific to Fitness Members

3.1 Fitness Benefits

Access to Lifestyle facilities, classes, and amenities as outlined in the membership offer .

3.2 Facility Use

- Supervision of Children: Children under 16 must be supervised by a responsible guardian at all times while using the pool or other fitness facilities. Unsupervised children are not permitted.
- Equipment Use:
 - All equipment must be used as intended. Misuse may result in injury, damage, or suspension of membership.
 - Members must clean equipment after use with the provided sanitising materials.
 - o If unsure about proper equipment use, consult staff for guidance.
- Dress Code: Proper athletic attire, including closed-toe footwear, is required at all times.

3.3 Personal Training and Additional Services

- Personal training sessions, group fitness classes, and other services are available at an additional cost.
- Booking cancellations require at least 24 hours' notice. Failure to provide adequate notice may result in the full session fee being charged.
- Hidden Valley Resort reserves the right to assign or change trainers as necessary.

3.5 Pool Use

- Members must follow all posted rules for pool safety, including maximum capacity and prohibited behaviours (e.g., running or diving).
- Children under 16 must always be supervised in the pool area.

4. General Policies for All Members

4.1 Transfer, Suspension (Deferral), and Cancellation

- Transfer: Memberships are non-transferable and cannot be assigned to another individual.
- Suspension (Deferral):
 - Memberships may be suspended for medical reasons upon presentation of a valid medical certificate.
 - The minimum suspension period is three (3) months.
 - Hidden Valley Resort reserves the right to approve or deny suspension requests.
 - Suspension does not entitle the member to a refund or extension of the original membership term unless agreed otherwise in writing.
 - Approval for any membership suspension will only apply from the date the request is submitted and cannot be backdated.
- Cancellation: Members may cancel their membership by providing written notice; however, no refunds will be provided for the unused portion of the membership.
- Termination by the Club: Hidden Valley Resort may terminate memberships without refund in cases of breaches of these terms, inappropriate conduct, or at its discretion.

4.2 Liability and Waivers

- Hidden Valley Resort accepts no liability for personal injuries, property damage, or loss sustained on the premises unless caused by proven negligence.
- By using the facilities, members acknowledge the inherent risks associated with physical activities and agree to participate at their own risk.





4.3 Health and Safety

- Participation in golf and fitness activities is at the member's own risk. Members are encouraged to consult a physician before engaging in exercise programs.
- Any malfunctioning equipment or hazards must be reported to staff immediately.

4.4 Behaviour Standards

- Respectful conduct toward staff, other members, and guests is mandatory.
- Disruptive or unsafe behaviour may result in immediate suspension or termination of membership without refund.

4.5 Compliance

- Hidden Valley Resort reserves the right to restrict access or suspend memberships for failure to comply with these terms or lawful instructions from staff.
- Facilities may be temporarily closed for maintenance, events, or emergencies. Notifications will be provided when possible.

4.6 Privacy and Data Protection

- Hidden Valley Resort collects and uses personal information in accordance with its Privacy Policy, available on the club's website.
- Members consent to the use of their personal data for administrative and communication purposes.

4.7 Governing Law and Dispute Resolution

- These Terms and Conditions are governed by the laws of Victoria, Australia.
- Any disputes arising under these Terms and Conditions will be resolved in accordance with Victorian law.

Acknowledgment of Terms

By purchasing or renewing a membership, you confirm your understanding and acceptance of these Terms and Conditions. For any questions or further information, please contact Hidden Valley Resort at membership@hiddenvalleyresort.com.au

