

HIRE AND BYO GOLF CART TERMS AND CONDITIONS OF USE (T&C).

- **Ringwood/Dorset Golf Course ("GC")**
- **USER:** The individual using either a BYO Cart or a Rental Cart on the premises.

This agreement applies to both **BYO Carts** and **Rental Carts** for use at the GC.

1. Purpose of Cart Use

The User wishes to use a golf cart to play golf at the GC, either by bringing their own cart (BYO Cart) or renting one from the GC (Rental Cart).

2. Acknowledgement of Terms

The User acknowledges that they have read, understood, and accepted the terms and conditions (T&Cs) outlined below, as well as any specific requirements for BYO or Rental carts.

3. Responsibilities for Cart Use (Applicable to Both BYO and Rental)

1. The User agrees to:
 - 3.1 Abide by all policies, rules, and regulations of the GC.
 - 3.2 Abide by all relevant laws and policies related to the cart's operation.
 - 3.3 Maintain full responsibility for themselves and the cart during its use.
 - 3.4 Accept all risks and take full responsibility for any harm, injury, or damage incurred by themselves, the GC, the cart, or others.
 - 3.5 Accept full financial responsibility for any damages or replacement costs incurred while using the cart.
 - 3.6 The User knows and understands that he/she will be mixing and or associating with the users and golf players and other persons on the GC and that, accordingly, there exists a risk of injury being incurred by the User. During that contact over which the User understands and acknowledges that the GC has no means of that control.
 - 3.7 That the User may be required to undertake vigorous physical exertion as part of the use of the vehicle and the User wishes to undertake and that there may be health and injury risks to the User associated with excessive physical exertion including (but not limited to) cardiovascular problems, sprains, broken bones, and other physical injury.
 - 3.8 That the User has been informed by the GC that there are a range of physical obstacles (natural and otherwise) on the GC which the User may be required to negotiate which may present physical danger to the User, resulting in collisions, falls or accidents of a like nature AND that the User willingly accepts the risks of such consequences for the User, AND, that such matters are specifically intended to be the subject of the indemnity hereinbefore provided and that the User is generally in good health, AND, that the User does not have any medical condition that would place the User at any particular risk in relation to undertaking such strenuous physical exertion during the course of his/her use of the vehicle,

That the User has read and understood each of the provisions of these TCs and that the User accepts all the TCs.
3.6 Indemnify and hold harmless the GC from any claims or legal actions related to cart use.

4. Additional Requirements for BYO Carts

4.1 Cart Suitability: The cart must be a designated golf cart, designed for use on golf courses. General mobility scooters and other unsuitable vehicles are prohibited.

4.2 Technical Requirements:

- Wheel width must be at least 80 mm.
- Maximum speed: 17 km/h.

- No cart modifications allowed.
- The cart must be in good working order and maintained for safe use.
- The cart must be a seated cart only - No standing options and persons must always remain seated while in operation.
- The cart must have 3 or 4 wheels - no 2 wheelers vehicles are permitted.

4.3 **Sticker Requirement:** A BYO Cart sticker must be always displayed on the cart.

5. Additional Requirements for Rental Carts

5.1 Security:

- Users must provide a valid driver's license as security for the rental.
- These will be returned upon satisfactory inspection of the cart after use.

5.2 Cart Use:

- Only two people may be carried on a two-seated cart.
- No cart should be driven in the car park. Please use designated drop-off areas.
- All drivers must be over 18 years old.

5.3 Cart Inspection:

- The cart will be inspected by shop staff after use to ensure it is in good and proper order.

6. Safety Procedures (Applicable to Both BYO and Rental Carts)

Users agree to follow these safety rules:

- 6.1 Stay clear of tees, greens, and bunkers.
- 6.2 Keep a safe distance from golfers and other carts.
- 6.3 Drive relevant to the conditions, taking care around obstructions such as trees, bunkers, and waterways.
- 6.4 Keep body parts inside the cart while it is in motion, and wait for the cart to stop before exiting.
- 6.5 Do not lift the seat to access batteries.
- 6.6 No speeding or inappropriate driving.
- 6.7 Keep to pathways and the sides of fairways, avoiding rough and treed areas.

7. Insurance and Liability (Applicable to Both BYO and Rental Carts)

7.1 **BYO Carts:** The user must carry public liability insurance of \$2,000,000 minimum.

7.2 **Rental Carts:** The GC assumes no liability for accidents or damages.

8. Health and Physical Fitness Acknowledgement (Applicable to Both BYO and Rental Carts)

The User acknowledges:

- 8.1 They are in good health and able to undertake the physical exertion required for cart use.
- 8.2 They are aware of the risks associated with using the cart, including the possibility of injury due to collisions, falls, or accidents.
- 8.3 The GC has no control over risks associated with contact with other players, natural obstacles, or physical activities on the course.

9. General Provisions

9.1 The T&Cs will be governed by the law of the state in which the GC is located.

9.2 If any part of these T&Cs is found to be invalid, it will not affect the enforceability of the remaining provisions.

I have read the TC'S. I understand there is only one person be carried on a single seated vehicle and two on a two seated vehicle. I understand the GC will sight a driver's license.,

I accept the TC's and the facts, intentions, acknowledgments & declarations set out in the TC's by executing hereunder on the date & in front of the witness as seen below.

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