



# Terms & Conditions for Black Diamond Ordinary Membership

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## 1. Introduction

- 1.1. Hidden Castle Golf Club (“HCGC”) is a state-of-the-art indoor golf center where experienced and aspiring golfers of all ages come together to golf, socialise, dine and shop. We offer exclusive memberships to individuals, as well as employees or officers of companies.
- 1.2. These terms and conditions (“Terms”) set forth the terms and conditions of your membership as a member of HCGC. Please review these Terms carefully before purchasing any of our memberships with us. If you do not understand these Terms, please obtain independent legal advice before engaging with us.
- 1.3. By purchasing and/or using the HCGC Products and Clubhouse (as defined below), you agree that you have read, understood and agree to these Terms, and that you are entering into these Terms with full knowledge of the contents hereof with full capacity and authority to do so.
- 1.4. HCGC may amend the terms in these Terms at any time. Such amendments shall be effective once they are posted on <https://www.hiddencastlegolf.com>. It is your responsibility to review the Terms regularly. Your continued use of the HCGC Products and Clubhouse after any such amendments, whether or not reviewed by you, shall constitute your agreement to be bound by such amendments.

## 2. Definitions

- 2.1. In these terms and conditions, the words below shall bear the following meanings:
  - “Acecoin” means Hidden Castle Golf Club’s inhouse credit; 1 Acecoin = 1 SGD;
  - “Bay” means the provided open bays which HCGC may from time to time allocate for use of the Hidden Castle Golf Simulator;
  - “Clubhouse” means the HCGC premises for the provision of state-of-the-art indoor golf center;
  - “Course Fees” shall refer to the applicable course fees as set out in Clause 13

“Family Member” shall have the meaning ascribed to it in Clause 5.2;

“Field Lessons” means the outdoor coached 9-hole or 18-hole lessons arranged by HCGC;

“HCGC”, “we”, “us”, or “our” shall refer to Hidden Castle Golf Club;

“Hidden Castle Golf Simulator” means the indoor golf simulator provided by HCGC;

“Members” means any persons or their nominees (where relevant) who have purchased a Membership or who have been granted such rights to enjoy the benefits of a Membership;

“Membership” means the classes of memberships as set out in Clause 4;

“Membership Fee” means the price of the membership such as Black Diamond Membership, Blue Sapphire Membership, and Red Garnet Membership;

“Membership Monthly Fee” means the price of the monthly fee that a Black Ordinary Member pays monthly in advance;

“Service Fee” means the prices of the services that HCGC provides such as Lesson Fees, Course Fees, Field Lessons, Putting Green, Private room, and Open Bay;

“Privacy Police” shall refer to the privacy policy as set out at the Website and which may be amended from time to time;

“Private Rooms” means the private rooms which HCGC may allocate to patrons from time to time for use of the Hidden Castle Golf Simulator;

“Products” shall refer to the Memberships and Acecoin;

“Putting Green” means the area allocated by HCGC for use by patrons as an indoor putting green; and

“Website” refers to <https://www.hiddencastlegolf.com>

### **3. General Rules**

- 3.1.** Notwithstanding Clause 8, HCGC reserves the right to remove any patrons who HCGC deems in its sole discretion as disruptive or abusive to staff of HCGC and/or other patrons of HCGC.
- 3.2.** Each patron shall be liable to pay for any damages caused to the Clubhouse or HCGC, including but not limited to the Clubhouse and HCGC’s property, equipment and machines located within the Clubhouse.
- 3.3.** HCGC shall not be liable for any loss of, or damage to any articles or items inside or outside of the Clubhouse.
- 3.4.** Under no circumstances will HCGC be held responsible or liable in any way for any claims, damages, losses, expenses, costs or liabilities whatsoever (including, without limitation, any direct or indirect damages) resulting or arising

directly or indirectly from your use of or inability to use the Clubhouse or Products or any linked goods or services.

- 3.5. Proper attire is required at all times. HCGC reserves the right to make the final determination in its sole discretion with regard to appropriate attire.
- 3.6. Smoking is strictly prohibited in the Clubhouse.
- 3.7. Save for a patron's use of the Bay and/or Private Rooms with a Member of HCGC, no patron shall use the Bay and/or Private Rooms without the purchase of a membership or visitor's pass.
- 3.8. All membership fees are non-refundable, and cannot be prorated under any circumstances, including but not limited to early termination, non-usage, or changes in personal circumstances.

## **4. Membership Terms**

### **4.1. General terms of Memberships**

- 4.1.1. HCGC reserves the right at its sole discretion to create or remove any existing Membership tier from time to time without providing prior notice and requiring prior approval from current Members.
- 4.1.2. Members must present a membership card prior to the use of the Clubhouse in accordance with their Memberships.

### **4.2. Black Diamond Membership**

- 4.2.1. HCGC reserves the right to create new categories of Black Diamond Membership or other Membership categories from time to time.
- 4.2.2. HCGC shall ensure that no less than 30% of the Black Diamond Ordinary Membership shall comprise of Singapore Citizens or Singapore Permanent Residents.
- 4.2.3. A Member can request the Club for a suspension of his/her membership (the "Suspension") for reasons of expected prolonged period of absence from the Club. The Suspension requests must be submitted to the Club at least 7 days prior to the last day of the month and the Suspension will take effect from the 1st day of the following month. The Suspension period must be at least one calendar month up to maximum of 12 months. During the Suspension period, such member shall be excluded and exempt from the membership privileges and obligations such as but not limited to access to the Club and payment of monthly fees.
- 4.2.4. Black Diamond Members shall have the right to transfer their Membership to any person and for a transfer fee which shall be determined by HCGC.

- 4.2.5.** A Black Diamond Ordinary Membership may be transferred following two years from the later of the date of its first purchase or the date of the latest transfer, subject to the following:
- 4.2.5.1.** Transfer of a Black Diamond Ordinary Membership to the proposed transferee shall be subject to HCGC's prior approval;
  - 4.2.5.2.** That pursuant to Clause 4.2.2, no less than 30% of the Black Diamond Ordinary Membership shall comprise of Singapore Citizens or Singapore Permanent Residents;
  - 4.2.5.3.** The transferring Black Diamond Ordinary Member shall pay the relevant transfer fee to HCGC;
  - 4.2.5.4.** The transferee will not attain the lesson (indoor and field) credits, and Acecoin; and
  - 4.2.5.5.** All existing Black Diamond Family Memberships shall cease and will terminate.
- 4.2.6.** Black Diamond Membership shall be offered in the following separate categories:
- (a) Ordinary Member; and
  - (b) Family Member.

## **5. Black Diamond Membership Benefits**

- 5.1.** Black Diamond Ordinary Members shall enjoy the following benefits for a monthly fee:
- 5.1.1.** Access to and use of the Clubhouse with prior reservation, subject to availability;
  - 5.1.2.** Ability to purchase Acecoin to be used in exchange for the goods and services provided by HCGC and the Clubhouse;
  - 5.1.3.** 1 hour of complementary usage of the Hidden Castle Golf Simulator at any of the Bays or Private Rooms per day (refreshed at 23:59 daily and applicable not only from Mondays to Fridays before 5.00pm but also from Saturday to Sunday before 11:59 am, subject to availability);
  - 5.1.4.** Priority booking of Bays and Private Rooms;
  - 5.1.5.** Discounted fees for using the Open Bay, Private Room, Putting Green, Course Fees and Lesson Fees;
  - 5.1.6.** 10% discount on all HCGC goods and services from F&B outlets and retail shops; and
  - 5.1.7.** Access to HCGC's member lounge.
- 5.2.** A Black Diamond Ordinary Family Member may purchase (at half the cost of a Black Diamond Ordinary Membership) as many additional memberships for

their direct family members (with the identity and legal validity of such direct family members to be satisfied to HCGC's satisfaction) (a "Family Member") who shall be entitled to share the benefits with the Black Diamond Ordinary Member.

## **6. Membership Applications**

### **6.1. Registration**

- 6.1.1.** All Membership applications are to be made by completing the application form on the Website or in-person at any of the HCGC Clubhouses.
- 6.1.2.** Upon submission of the application, applicants are deemed to have read and agreed to these Terms, and that all information submitted to HCGC are complete, accurate and up to date.
- 6.1.3.** To complete the membership application, the applicant must make a payment of the applicable Membership Fees.
- 6.1.4.** HCGC reserves the right to determine the number of members and may accept or reject membership applications at its sole discretion.

### **6.2. Eligible Members**

- 6.2.1.** Applicants must be at least 18 years of age to submit a Membership application. However, a Member may submit a Membership application on behalf of their child who is below the age of 18 to be registered as a Member and make payment of the applicable Membership fees.
- 6.2.2.** An organization must be duly incorporated or registered and validly existing under the relevant laws to be accorded a Black Diamond Corporate Membership.
- 6.2.3.** Applicants must be capable of entering into and performing legally binding contracts under the applicable laws.

## **7. Club Fees**

- 7.1.** HCGC may review the Membership fees from time to time and reserves the right to adjust the Membership fees. Members will be notified prior to the implementation of such adjusted Membership fees.
- 7.2.** HCGC may also review the Service Fees from time to time and reserves the right to adjust the Service Fees. Members will be notified prior to the implementation of such adjusted Service Fees.
- 7.3.** Full list and details of the Service Fees will be stated on the Website.

- 7.4. Membership Monthly Fee for Black Diamond Ordinary is stated on the Website and are payable monthly.
- 7.5. Membership fees are non-refundable, regardless of cancellation, termination, or suspension

## **8. Members Conduct**

- 8.1. The following contains a non-exhaustive list of conduct that is prohibited on HCGC's premises which includes, but is not limited to the following:
  - 8.1.1. Reprimanding, intimidating or harassing the staff of HCGC and other patrons of HCGC;
  - 8.1.2. Conducting themselves contrary to any local laws whilst in HCGC's premises;
  - 8.1.3. Engaging in any conduct that is illegal, promotes violence, or encourages harmful behaviour such as discrimination, defamation, obscenity or participating in fraudulent activities;
  - 8.1.4. Impersonating another and/or providing inaccurate information to HCGC; and
  - 8.1.5. Breaching the terms of our services.

## **9. Acecoin**

- 9.1. Acecoin shall be transferrable among Members.
- 9.2. Acecoin is valued in whole numbers.
- 9.3. Once Acecoin is purchased, it shall be non-exchangeable for cash.
- 9.4. Acecoin may only be used within HCGC for use of the HCGC goods and services as set out at the Website.

## **10. Lessons**

- 10.1. 1 lesson session shall be 50 minutes in duration.
- 10.2. Any promotion packages applicable from time to time will be as set on the Website.
- 10.3. Any lessons purchased from HCGC shall be subject to the relevant expiry date as set out during your initial purchase.

- 10.4. When attending a lesson, you are advised to bring your own golf clubs.
- 10.5. Purchased lessons shall be non-refundable and non-transferable.
- 10.6. Any person who fails to attend a purchased lesson shall forfeit such purchased lesson.

## **11. Field Lessons**

- 11.1. In the provision, arrangement and conduct of Field Lessons, HCGC and/or its agents shall not be liable for any expenses to be incurred in the provision, arrangement and conduct of a Field Lesson.

## **12. Course Fees**

- 12.1. The applicable Course Fees on the Hidden Castle Golf Simulator for the 18-hole course will be charged per Member.
- 12.2. The applicable Course Fees on the Hidden Castle Golf Simulator for 9-hole course will be charged per Member.

## **13. Open Bays**

- 13.1. Entrance and usage of a Bay shall be limited to 4 patrons per Bay.
- 13.2. The usage of one Open Bay will be charged hourly.

## **14. Private Rooms**

- 14.1. Entrance and usage of a Private Room shall be limited to 6 patrons per Private Room.
- 14.2. The usage of one Private Room will be charged hourly.

## **15. Putting Green**

- 15.1. Entrance and usage of the Putting Green shall be limited to 3 patrons at any given time.
- 15.2. The usage of the Putting Green will be charged per 30 minutes.

## **16. Booking of Bay, Private Room and Lessons**

- 16.1. Members may submit a booking reservation through HCGC's mobile application, the Website or directly at HCGC Clubhouses.

- 16.2. Booking reservations submitted through HCGC's mobile application or Website must be made at least 30 minutes before the intended booking time and date.
- 16.3. Reservations for non-Black Diamond Membership Members may be booked up to 2 weeks in advance, subject to availability.
- 16.4. Priority Booking for Black Diamond Membership Members may book up to 3 weeks in advance, subject to availability.
- 16.5. A Member shall be required to have a minimum of 50 Acecoin to submit a booking reservation.
- 16.6. A Member may make amendments or cancellations for bookings within the minimum period of prior notice indicated below. To make an amendment or cancellation, the Member must contact HCGC or log into his or her account on our website, and mobile app to make the appropriate arrangements with the new date and time.
- 16.7. For booking reservations submitted more than 24 hours in advance, HCGC requires a minimum of at least 24 hours' notice to reschedule or cancel a pre-existing booking.
- 16.8. For booking reservations submitted for use of a Bay, Private Room or Lesson on the same day, HCGC requires a minimum of at least 30 minutes notice to reschedule or cancel a pre-existing booking.
- 16.9. If less than 24 hours' notice for rescheduling or cancellation is given, HCGC will implement a cancellation fee equivalent to fifty percent of the price of the specific booking will be charged.
- 16.10. Non-attendance for bookings or failure to attend for any booking will be charged at the price of the specific booking.

## **17. Personal Data Protection**

- 17.1. You agree and consent to HCGC and our affiliates collecting, using, processing and disclosing your personal data in accordance with the Terms and our Privacy Policy.

## **18. Publicity**

- 18.1. You agree to be featured in publicity materials in relation to HCGC and consent to the use of your photographs, images and information for the purposes of promoting the objectives of HCGC.

## **19. Disclaimer of Liability**



- 19.1.** Under no circumstances will HCGC be held responsible or liable in any way for any claims, damages, losses, expenses, costs or liabilities whatsoever (including, without limitation, any direct or indirect damages) resulting or arising directly or indirectly from your use of or inability to use the Clubhouse or Products or any linked goods or services.
- 19.2.** Where a supervening event that is unforeseen, unpreventable and beyond HCGC's control arises causing the performance of HCGC's obligations under these Terms to be impossible or inadvisable, HCGC shall not be liable for such non-performance. Such events include, but are not limited to a pandemic, war, revolution, terrorism, riot or civil commotion, or precautions against any such; strikes, lock outs or other industrial action, whether of HCGC's own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions.

## **20. Indemnity**

- 20.1.** The Member hereby agrees to indemnify and hold HCGC harmless from and against any and all claims, penalties, legal fees and/ or liabilities arising from the use of HCGC's facilities, except as a result of HCGC's gross negligence, wilful misconduct or bad faith.

## **21. Suspension or Termination of Membership**

- 21.1.** HCGC reserves the right, at its sole discretion, to suspend or terminate your Membership without any liability towards you should there be reasonable grounds to believe that you violated any of our terms.
- 21.2.** Suspension of your Membership shall not relieve you from the obligation to pay any remaining fees that may be due to us during the period of suspension.
- 21.3.** HCGC reserves the right to take legal action against you and/or disclose your information to the relevant law enforcement authorities where necessary without notice and in our sole discretion.

## **22. Governing Law and Jurisdiction**

- 22.1.** These terms are to be governed by, construed and interpreted in accordance with the laws of Singapore. The Courts of Singapore shall have exclusive jurisdiction to settle any dispute in relation to our Terms.