

Terms & Conditions

1. Definitions

- 1.1 **“Applicant”** means any person who apply and use the Services.
- 1.2 **“Application”** means any application (including the google form) which is owned and operated by the Company, and enables the Applicant to use the Services.
- 1.3 **“Company”** means BEGOLFPRO SDN. BHD. (Registration No. 1256438-M).
- 1.4 **“Damage Charge”** means the amount of money payable by the Applicant to the Company due to serious damage to the Golf Clubs including broken shaft, and dented clubhead.
- 1.5 **“Delivery Fees”** means the delivery expenses during the delivery of the Golf Clubs.
- 1.6 **“Deposit Fees”** means the amount of money payable by the Applicant to the Company in order to use the Services.
- 1.7 **“Fees”** means the fees payable to the Company by the Applicant for the use of any Services, including the Deposit Fees, Damage Charge, Delivery Fees, and any fees that are stated in any terms.
- 1.8 **“Golf Clubs”** means any golf clubs reserved by the Applicant and borrowed by the Company to the Applicant.
- 1.9 **“Trial Period”** means the period of time for the Applicant to use the Services.
- 1.10 **“Services”** means the golf clubs trial services provided by the Company.
- 1.11 **“Website”** means the site of <https://www.shop.begolfpro.com> operated by the Company.

2. Amendment to These Terms

- 2.1 Any amendments, additions, revisions, replacements, modifications, and removal of these Terms will be published from time to time on the Website and/or the Application. The Applicant shall check the Website and/or the Application from time to time to ensure that the Applicant is aware of the latest Terms. The latest Terms will replace any older versions of the Terms and shall take effect as soon as the latest Terms are published on the Website and/or the Application.
- 2.2 The Company, in its sole discretion but not under any obligation, may notify the Applicant with regard to any amendments of these terms via the e-mail address

provided by the Applicant during the Application, if such amendments are deemed to be significant by the Company.

- 2.3 For the avoidance of doubt, the Company shall not be responsible for ensuring that the Applicant is aware of any amendments to these terms.
- 2.4 Should the Member disagree with any amendments to these terms, the Applicant shall not continue using the Services, and shall notify the Company to terminate the Application immediately.

3. Payment and Fees

- 3.1 The Applicant shall make payment for the Fees by electronic payment (credit/debit card or e-wallet from a reputable financial institution) or by other methods deemed acceptable by the Company.
- 3.2 The Applicant should send a copy of the receipt to the Company.
- 3.3 The Company may take any additional actions as it deems necessary to ensure any Fees due to the Company by the Applicant is recovered and such incidental costs shall be borne by the Applicant.
- 3.4 Applicant shall indemnify and compensate the Company for any loss of revenue or loss of use of the Golf Clubs damaged by the Applicant, in addition to any damages to the Golf Clubs caused by any act or omission of the Applicant.
- 3.5 The damages payable to the Company for damage to the Golf Clubs shall be the actual amount of the Golf Clubs. Any damage to the returned Golf Clubs shall be presumed to be caused by the Applicant unless the Company has been alerted of such damage upon receipt of the Golf Clubs by the Applicant at the start of the Trial Period by way of sending photos of the damage to the Company before using the Golf Clubs.
- 3.6 If the Golf Clubs are damaged before the acceptance by the Applicant (i.e., damages during the delivery), the Applicant should notify the Company within 1 day after receiving the Golf Clubs. Upon checking by the company, the Applicant shall return the damaged Golf Clubs back to the Company immediately only if the Applicant is advised to do so by the Company. All the delivery charges in this situation will be borne by the Company.
- 3.7 The damages to the Golf Clubs caused by an act or omission of the Applicant include a broken shaft, dented club face or club head. Fair wear, scratch and tear occasioning from normal and reasonable use are acceptable.

- 3.8 Applicant shall pay the Deposit Fees first before getting the Golf Clubs. The total amount of the Deposit Fees will be advised by the Company to the Applicant.
- 3.9 The Deposit Fees will be transferred to the Applicant's bank account within 3 working days after the Golf Clubs have been received and checked by the Company after the end of the Trial Period.
- 3.10 The Deposit Fees will not be refunded to the Applicant if:
- the Golf Clubs are not returned to the Company within 3 days after the end of the Trial Period (the delivery process is not counted in the 3 days mentioned)
 - the Golf Clubs are damaged as stated in **3.5**
 - the Golf Clubs returned are not the same as what the Company sent to the Applicant at the start of the Trial Period.
- 3.11 Should the Applicant wish to get the full set of the Golf Clubs after the end of the Trial Period, Applicant shall contact the Company and top up the balance payment. The borrowed Golf Clubs shall be returned to the Company first and the Company will deliver a new set of the particular golf clubs within 2 working days to the Applicant after the Applicant has made the payment.
- 3.12 All the Delivery Fees from the Applicant to the Company shall be borne by the Applicant unless the Golf Clubs are damaged before acceptance by the Applicant (refer to **3.5**).
- 3.13 All the Delivery Fees from the Company to the Applicant shall be borne by the Company unless the Applicant request for a change of the Golf Clubs after the Golf Clubs have been shipped to the Applicant.

4. Reservation of Golf Clubs

- 4.1 The Applicant shall reserve the desired Golf Clubs through the Application form provided by the Company.
- 4.2 The Applicant shall discuss with the Company on which specific Golf Clubs that the Applicant wants to borrow.
- 4.3 The Applicant will not get the full set of the Golf Clubs but a few single irons which are agreed between the Applicant and the Company. The Applicant shall confirm it with the Company before paying the Deposit Fees.

- 4.4 The Applicant is allowed to cancel or change the Golf Clubs borrowed before the Company deliver the Golf Clubs to the Applicant. Should the Applicant wish to do so, the Applicant should discuss with the Company immediately.
- 4.5 The standard Trial Period is 7 days from the day the Applicant receives the Golf Clubs.
- 4.6 For longer-term trial of the Golf Clubs (i.e., more than 7 days), the Applicant shall obtain prior approval from the Company.
- 4.7 The Applicant shall return the Golf Clubs borrowed to the Company within 3 days at the end of the Trial Period.
- 4.8 The Applicant shall not assign the reservation to any other Applicant or non-Applicant.
- 4.9 Any changes to the Terms of Reservation after confirmation of reservation or after the beginning of the Trial Period is subject to the Company's approval and further charges (if any).

5. Extension of Trial Period

- 5.1 The Applicant may extend the trial of the Golf Clubs and shall incur additional Fees.
- 5.2 Should the Applicant wish to extend the Trial Period, the Applicant will need to contact and discuss with the Company.
- 5.3 If the extension of the Trial Period is approved, the applicable Fees for the extended period will be stated by the Company to the Applicant.
- 5.4 The Applicant should pay the applicable Fees for the extended Trial Period within 3 days after the extension of the Trial Period is approved by the Company.
- 5.5 All reservations including extensions are not assignable or transferrable.

6. Usage of the Golf Clubs

- 6.1 The Applicant shall promptly notify the Company of all signs of a possible breakdown or parts failure of the Golf Clubs.
- 6.2 The Applicant shall not remove or attempt to remove any parts of the Golf Clubs, including, the grip or shaft for any reason whatsoever.
- 6.4 The Applicant shall notify the Company immediately if the Golf Clubs is involved in any accidents, even if the Golf Clubs do not appear to be damaged.

- 6.5 The Applicant shall not replace any parts of the Golf Clubs for any reason whatsoever.

7. Collection and Return of Golf Clubs

- 7.1 The Applicant shall inform the Company if the Applicant wish to self-collect the Golf Clubs at the Company Address. Otherwise, the Company will deliver the Golf Clubs to the Applicant via a third-party courier service selected by the Company.
- 7.2 At the end of the Trial Period, the Applicant shall return the Golf Clubs to the Company via the courier service or any other method deemed acceptable by the company.
- 7.3 When the Applicant collects the Golf Clubs, the Applicants shall inspect the Golf Clubs for any abnormalities or damages.
- 7.4 The Applicant must notify the Company of any abnormalities or damages to the Golf Clubs within 1 day after receiving the Golf Clubs by sending photos of the abnormalities or damages to the Company.
- 7.5 The Applicant shall return the Golf Clubs in its original condition as confirmed at the beginning of the Trial Period, with exception for fair wear, scratch and tear occasioning from normal and reasonable use.