

TERMS & CONDITIONS

This is a copy of your Agreement for you to keep and read.

1. In these Terms & Conditions, 'Bank' means the Standard Chartered Bank Malaysia Berhad or such other entity which may be nominated by KGNS from time to time for the purpose. 'Card' means the credit or charge card (if applicable) nominated by the Member for the Service and accepted by KGNS. 'Card Issuer(s)' refer to any bank or legal entity which is the issuer for the Card. 'Cardholder' means the lawful and authorised user of the Card whose name is authorised thereon and whose signature appears on the Card. 'Member' means the KGNS member applying for the Service and whose details are act out overleaf. 'KGNS' means Kelab Golf Negara Subang (8047-P). 'Service' means the direct bill payment service offered herein by KGNS whereby a member's periodic KGNS bill may be automatically billed into the member's nominated credit/charge Card account for settlement.
2. The Member declared and undertakes that
 - a) the information supplied overleaf by the Member is true and correct.
 - b) the card nominated overleaf for the Service is in the name of the Member.
 - c) the Member is the lawful and authorised holder or supplementary holder of the Card.
 - d) the card is valid and has not expired and shall remain valid and unexpired throughout the duration of the Member's use of the Service and
 - e) the card has not been suspended nor terminated.
3. The member shall allow an interval of at least twenty-one (21) days from receipt by KGNS of the completed registration form for the processing of the application and activation of the Service.
4. KGNS reserves the right at its absolute discretion to approve or reject the Member's application for the Service without assigning any reasons whatsoever. The Member will be notified in the event that his/her application has been rejected.
5. The Member hereby expressly authorises KGNS to :-
 - a) verify the information supplied overleaf with the Card Issuer or any third Party as may be necessary.
 - b) forward the Member's billings and other details to the Bank, the Card Issuer and other relevant parties for and in connection with the Service.
6. KGNS shall not be liable to the Member :-
 - a) if the Card is not honoured by the Bank or the Card Issuer.
 - b) if provision of or authorisation to the Card holder for the Service is denied/refused or suspended at any time by any party for any reason whatsoever, or
 - c) if KGNS is unable to or delays in providing the Service as a result of a power failure, failure of any computer or telecommunication system used in connection with the Service, or any other circumstances beyond KGNS' reasonable control.
7. The Member's primary obligation under the Constitutional Rules of KGNS to settle his/her KGNS bills and to settle the same in a timely manner shall continue and shall not be waived, extended nor suspended in any way by the mere approval and/or agreement of KGNS to provide the Service to the Member.
8. Save and except where the fault or delay is clearly attributable to circumstances reasonably within KGNS's control, all overdue payments shall be subject to interest for the late payment and/or such other consequences as provided under the Constitutional Rules of KGNS.

9. The Member understands that the Service is only applicable for settlement of periodic KGNS bills. All and any other payments outside of the periodic bill cycle shall be promptly settled in person by the Member.
10. Notwithstanding that a transaction have been duly completed and/or the Member's particular KGNS bill has been credited as paid. KGNS reserves the right and shall be entitled without prior notice to the Member to reserve any payment entry in the Member's statement of account or charge back the transaction sum to the Member's account with KGNS in the event of any one or more of the following circumstances :-
 - a) the transaction is cancelled by the Bank or the Card Issuer for any reason whatsoever.
 - b) the transaction is found to be incomplete, illegal or carried out by fraudulent means.
 - c) the transaction is found to be one with a "Decline Authorisation" or a non-corresponding authorisation code.
 - d) the transaction sum or part thereof was found to have exceeded the Cardholder's authorised credit limit or KGNS credit limit.
 - e) the Card concerned is found to have expired or is invalid for any reason whatsoever.
 - f) the transaction was entered into without the authorisation of the Cardholder or the Cardholder disputes the transaction or denies liability for whatever reason.
 - g) the transaction was carried out or credit was given to the Member in circumstances constituting a breach of any exposes or implied term, condition, representation of duty of the Member.
 - h) the performance of the Service or the use of the Card involves a violation of the law, rules or regulation of any governmental body, notwithstanding that KGNS may have received notice of the same at the time when the transaction was carried out, or,
 - i) at the absolute discretion of KGNS, the Bank or the Card Issuer without assigning any reason whatsoever.
11. KGNS shall not be liable for, and the Member agrees to fully indemnify KGNS against any and all claims, demands, loses, costs, expenses and liabilities whatsoever which may result from or which KGNS may sustain in connection with or arising from the provision of the Service to the Member.
12. KGNS reserves the rights to :-
 - a) levy charges for the provision of the Service to the Member, and
 - b) suspend, deny or refuse all or any part of the Service to the Member at any time.
13. KGNS may terminate the Service to the Member at any time on fourteen (14) days prior written notice. The Member may terminate the Service at any time by one (1) month's written notice to KGNS. Notwithstanding the foregoing, the Service shall be automatically terminated with immediate effect and without notice to the Member in the event that the Card is cancelled by the Card Issuer or the Service is terminated by the Bank, or in the event that information submitted by the member under clause 2 is false.
14. The invalidity or unenforceability of any provision herein shall not affect nor prejudice the validity or enforceability of the rest of the provisions.
15. These Terms & Condition shall be read with the Constitutional Rules & Bye-Laws of KGNS. In the event of any conflict, the Constitutional Rules & Bye-Laws shall prevail.
16. KGNS reserves the right to add, delete or amend any of the provisions herein with notice to the Member. Continued use of the Service thereafter shall constitute acceptance of the amendments by the Member.
17. The Member acknowledges and agrees that the provision of the Service at any time for any transaction is subject to the prior authorisation of the Bank and/or Card Issuer(s) against an unexpired and valid Card.
18. Notwithstanding any of the foregoing provisions, the Member agrees that the use of the Service is undertaken at his/her sole risk. The Member hereby expressly assumes all risk arising out of the Service or incidental to the use thereof and shall not hold KGNS liable for any loss arising therefrom.