

ELGC TERMS & CONDITIONS GOLF MEMBERSHIP 2022/2023

1. EMERALD LAKES GOLF COURSE/ EMERALD LAKES GOLF CLUB

Emerald Lakes Golf Course is owned and operated by a private company, Windsor Development Holdings Pty Ltd. All property, equipment, licenses, and staff are controlled by the company through its appointed Club General Manager. All inquiries relating to the Golf Course should be directed to Management.

At present we have three golf club committees which operate within the Golf Club operation and each committee is responsible for the administration of their respective competitions held throughout the week. All inquiries relating to any events conducted at the Emerald Lakes Golf Club at any time should be directed to our Pro Shop staff or the clubhouse office.

2. FINANCIAL / MEMBERSHIP YEAR

The financial membership year for Emerald Lakes Golf Club memberships is from the 1st of April 2022 to 31st of March 2023 inclusive.

Renewals to subscriptions are effective immediately upon expiry of the financial membership year.

3. MEMBERSHIP BENEFITS

TRANSFER OF ENTITLEMENTS – 2022/2023 membership packages have been formulated to provide a versatile range of benefits.

All entitlements are conferred to the owner of the membership only and CANNOT be transferred, sold, or gifted to any other person without exception.

Members found to be in breach of this condition will be subject to immediate suspension of entitlements.

Members must report to the Pro Shop to produce their current membership card for registering of play and/or payment of appropriate fees, 15 minutes prior to all play.

Failure to produce current membership card may result in the refusal of play.

4. BOOKINGS

Members are requested to book all games through the Pro Shop or via the online portal @ www.emeraldakesgolf.com.au

Members should note the club rules for all competitions. Players are required to register at the Pro Shop at least 15 minutes prior to scheduled tee time. In the event of a cancellation, players are to advise staff, preferably the previous day. Failure to comply with these club rules will be dealt with by the Club Committee / Club Management and could result in the loss of playing privileges, disqualification and/or suspension.

5. MEMBERSHIP BY-LAWS

These rules apply to all persons who have applied for and been accepted for membership of any and all categories.

These rules shall form the basis of the member's relationship with Windsor Development Holdings Pty Ltd as proprietor of Emerald Lakes Golf Club and between all other members.

- MEMBERSHIP

There is no distinction of membership rights by virtue of gender. The maximum term of membership is 12 months, and no guarantee is made for continuance of membership for further periods.

All the facilities which comprise Emerald Lakes Golf Club are privately owned. Emerald Lakes Golf Club confers no rights or obligations with respect to its property, assets, liabilities, or management on any person by acceptance of their application to membership.

Emerald Lakes Golf Club may reject any application for membership, without assigning any reason.

Emerald Lakes Golf Club may establish and adjust fee structures and make rules for management of its facilities. This includes, but is not limited to, timely adjustment of booking times, hours of operation and the closure of facilities for tournaments, weather conditions, maintenance, or other reasons.

- CART MEMBERSHIP

Cart Membership entitles the financial member use of a cart within their membership category playing time. This entitlement extends to the financial member only. In the event that there are 2 cart members or players paying for the hire of a cart within the same playing group, a single cart must be shared. This will be managed by the pro shop attendants.

- CART USE LIABILITY & RESPONSIBILITY

Members accepting use of a motorised golf cart do so in agreement with Emerald Lakes Golf Club's terms and conditions regarding cart use liability and responsibility. A copy of these Cart Use Terms & Conditions is available upon request or can be found within the online website members' portal.

- CADET MEMBERS / MINORS

Cadet Golf Members and/or all other children 12 years old and younger MUST be supervised at all times by a parent or 18+ guardian whilst at Emerald Lakes Golf Club.

- OBLIGATIONS OF MEMBERS

Upon acceptance to membership, you will be issued with a membership card and bag tag for the current season, which should be displayed at all times.

Members must abide by all Membership Rules and the Code of Conduct which applies to all persons using the facility. Members must carry their membership card at all times while using the facilities of Emerald Lakes Golf Club and may not be entitled to some benefits without presentation of it. The benefits of the membership shall not be available beyond the date of expiry. Members must not allow their membership card to be used by any other person including all other members or staff, and management must be notified immediately if their card is lost. All club loyalty points and/or competition prize points accrued on a member's card remain active for a period of 12 months from date of accrual and are redeemable ONLY for products sold within the clubhouse and pro-shop.

Loyalty points and competition prize points are not valid to form payment for membership fees, nor part thereof.

- LOSS OF MEMBERSHIP

Emerald Lakes Golf Club may cancel the membership of any person or refuse permission for that person to use its facilities if that member breaches these rules or is guilty of misconduct within the facility or elsewhere which in the opinion of Emerald Lakes Golf Club, is contrary to the best interest of other members or reflects badly upon Emerald Lakes Golf Club. No refunds are payable for the termination of membership from any cause.

- TERMINATION OF MEMBERSHIP

No refunds are payable for the termination of membership from any cause.

- HANDICAPS

Handicaps will be maintained by Emerald Lakes Golf Club for all members who nominate it as their 'Home Club' for the purposes of the Handicapping Rules of the Australian Golf Union and Women's Golf Australia. Handicaps will be maintained by Emerald Lakes Golf Club in accordance with those rules. Emerald Lakes Golf Club shall not be liable, in any way, to members in respect to any errors or omissions made in the keeping of handicaps. Members may obtain a current handicap letter of introduction, without fee, by applying to management.

- LIABILITY

Members exercise their rights and come upon and use the facilities of Emerald Lakes Golf Club at their own risk. Emerald Lakes Golf Club will not be liable for damage to, or loss of property of any member. Each member indemnifies and keeps indemnified Emerald Lakes Golf Club and its staff against any loss or damage to any person or property howsoever arising and whether caused within the facility or otherwise. Notwithstanding, the foregoing Emerald Lakes Golf Club may in its sole discretion refer a bona fide claim to its insurer in which case any applicable excess shall be payable by the member and not Emerald Lakes Golf Club. This excess fee is withheld from any payment made.

- AMENDMENT OF RULES

These Terms & Conditions of Membership and Code of Conduct are designed to aid the efficient operation of the facilities of Emerald Lakes Golf Club for the benefit of all. They may be changed by the management of the Golf Club at any time.

6. PRIVACY ACKNOWLEDGEMENT

The Member acknowledges that he/she is aware of the Windsor Development Holdings Pty Ltd Privacy Statement, which is available on the Golf Club website www.emeraldakesgolf.com.au or through contacting the Golf Club administration. The use and disclosure of his/her personal information is strictly adhered to and is in accordance with this statement.

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Continued

CODE OF CONDUCT

PHYSICAL ABUSE OF / OR DAMAGE TO:

- | | | |
|----|---|---|
| 1. | Own or hired golf equipment. | 1 |
| 2. | Trees or fixtures on golf course (plus replacement costs). | 1 |
| 3. | Tees and fairways. | |
| | Note: The carrying and use of sand buckets is compulsory. Members are requested to repair divots at all times. | 1 |
| 4. | Motorised buggies (plus repair costs). | 2 |
| 5. | Removal of golf balls from water hazards other than your own. | 2 |
| 6. | Purchasing golf balls from unauthorised persons on golf course. | 2 |
| 7. | Putting surface on greens. | 3 |
| 8. | Wildlife. | 5 |
| 9. | Fellow members, competitors, or staff members. | 5 |

VERBAL/OTHER ABUSE:

- | | | |
|----|---|---|
| 1. | To fellow members, competitors, patrons, or staff members | 2 |
| 2. | Offensive behaviour and/or conduct | 2 |
| 3. | Blatant abuse of the rules of golf | 3 |

MIS-CONDUCT:

- | | | |
|----|---|---|
| 1. | Breaches of House Policy, Club Rules and/or Licensing | 4 |
| 2. | Bringing the golf club into disrepute | 4 |

Disregard or breach of any of the above membership guidelines may result in the following:

1st Offence:

1	2	3	4	5
Written Warning	1 Month Suspension	3 Months Suspension	6 Months Suspension	Indefinite Suspension

2nd Offence = Add 1 Level

3rd Offence = Add 2 Levels

COMPLAINTS

A signed letter of complaint must be lodged with the respective competition committee or management. Verbal notification can be made directly with the Golf Clubs Management Team.

MEMBERS ACKNOWLEDGEMENT

Payment of your membership subscription is an acknowledgment of accepting the club's terms and conditions for the duration of your membership and have no proprietary interest in the club or any of its real property. A copy of these terms and conditions is available within the member's portal, on the club's website and is also available at the pro shop.