



Vintage Drive, Rothbury
New South Wales 2320

Telephone: **(02) 4998 6789**

Facsimile: **(02) 4998 6788**

Email: **golf@thevintage.com.au**

www.thevintage.com.au

THE MEMBERS' CHARTER





WELCOME *to* THE VINTAGE



It gives me immense pleasure to provide the introduction to the Charter, which explains in detail the terms and conditions of Golf Membership for residents of The Vintage.

However, let me first welcome you to The Vintage, a residential golf community that ranks proudly with contemporaries around the world and is certainly peerless in Australia in terms of unique location and breathtaking surrounds.

I have designed and played courses in many different countries, but the second I saw the lay of the land at The Vintage, I knew that this one was to be my best. And I'm pleased to say that the reality more than lived up to the dream. Every inch of the championship course is an experience to play and to behold.

At The Vintage, the goal is to provide our Members with one of Australia's best and most unique golf courses and the club and facilities to match. As a proud home owner at The Vintage, you now have an opportunity to avail yourself of a host of exclusive membership benefits.

As The Vintage's number one Member, I'd like to invite you and your family, friends and guests to join our other Members and experience golf, the five-star resort style facilities and everything else The Vintage has to offer.

I am certain you will be as pleased and impressed as I am.

Warm Regards,



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SECTION 1: OVERVIEW

1 INTRODUCTION

- 1.1 This Charter contains essential information for any person who is considering becoming a Lot Owner or a Member at The Vintage Golf Club. It describes the different types of Memberships available and contains rules which apply to all Lot Owners and Members.
- 1.2 Before making a decision about purchasing a Lot within The Vintage Development and/or applying for Membership, you should read and understand all the rules contained in this Charter.
- 1.3 The Charter forms part of the contract between each Lot Owner, each Member and the Owner. By nominating a person for Membership, or by submitting an application for Membership, you agree to:
- (a) be bound by the Charter; and
 - (b) ensure that your Members Guests and Day Guests and anyone who you nominate for Membership and in the case of Corporate Members, your Authorised Representatives and any of their respective Members Guests and Day Guests behave appropriately, and obey the Charter.

2 SECTIONS IN THIS CHARTER

- 2.1 There are a number of sections in this Charter:

Section 1 Overview
Section 2 Definitions and Interpretations
Section 3 Statement of Operations
Section 4 General Rules of Membership
Section 5 Rules of Golf Membership

Section 6 Rules of Mid Week Golf Membership
Section 7 Rules of Leisure Membership
Section 8 Rules of Corporate Membership
Section 9 Rules for Transfer of Membership Upon Sale of a Lot
Section 10 Golf Club Rules
Section 11 Charge Account Rules

3 YOUR CONTRACT

- 3.1 Your contract is with the Owner.
- 3.2 The Charter and the other documents specifically referred to in it contain all of the terms of the contract between you and the Owner.

4 ROLE OF MANAGER

- 4.1 The Manager has been appointed by the Owner to manage the Golf Course and Club Facilities.
- 4.2 References to the Manager in this Charter are a reference to the Manager acting on behalf of the Owner.
- 4.3 Anything the Manager can do under this Charter can be equally done by the Owner. Any act done by the Manager pursuant to this Charter is done as agent for the Owner. Anything the Owner can do under this Charter can be equally done by the Manager as agent for the Owner.

5 RIGHTS OF PROPERTY OWNERS AND MEMBERS

- 5.1 As a Lot Owner or a Member, you do not have to acquire shares or an interest in any organisation, including the Owner or the Manager. You are not responsible for the maintenance of the Golf

Course or the Club Facilities. You only have a contractual relationship with the Owner.

- 5.2 You have no interest in the land on which the Golf Course and Club Facilities are situated. Subject to the Charter, no Member or Lot Owner acquires any right or obligation because of their Membership or ownership of a Lot in The Vintage Development with respect to the Club Facilities, the Golf Course, or any property, assets or liabilities of the Owner or Manager.
- 5.3 Your rights, benefits and obligations with respect to the Golf Course and Club Facilities are contractual and are regulated by this Charter. Your rights, benefits and obligations may be varied from time to time in the absolute discretion of the Manager. You have no rights with respect to the use of the Golf Course or Club Facilities except as expressly provided in the Charter (as it may be amended from time to time).
- 5.4 No Member has an automatic right to play the Golf Course or to use the Club Facilities.

6 TYPES OF MEMBERSHIPS

- 6.1 Different kinds of Memberships have been developed for the different types of people who want to use the Golf Course or Club Facilities. The rights and privileges which currently apply to each type of Membership are set out in Sections 5 to 7 of this package.
- 6.2 The following types of Memberships are currently available:
- (a) Golf Membership (Individual and Family);
 - (b) Mid Week Golf Membership;

(c) Leisure Membership; and

(d) Corporate Membership.

- 6.3 The Manager may change the kinds of Memberships at any time. This may involve creating new kinds of Memberships, discontinuing existing kinds of Memberships, or varying the rights which attach to any category of Membership.
- 6.4 The Manager reserves the right to create and sell or issue other types of Memberships at any time in the Manager's complete discretion.
- 6.5 The Manager, at its discretion, may decide to limit the total number of Memberships available, or the number of Memberships to be issued in each group or category.

7 NO INVESTMENT

Membership is not an investment. You should not regard it as an investment.

8 CHANGES TO CHARTER

- 8.1 The Manager may change, remove or add to any part of the Charter (other than the Charge Account Rules) at any time, at its absolute discretion, by giving notice of the proposed change to all Lot Owners and Members whose rights may be affected by the change. For these purposes it will be sufficient if the Manager gives notice to the affected Lot Owners and Members in the manner described in **clause 9.4.**

- 8.2 The amount of notice which the Manager must give in order to change, remove or add to any part of the Charter is 7 days.
- 8.3 The amended Charter will bind Lot Owners and Members at the end of the period of notice.
- 8.4 The procedure for changing, removing or adding to any part of the Charge Account Rules is set out in **Section 11**.

9 NOTICES

- 9.1 A notice, approval, consent or other communication in connection with the Charter:
- (a) may be given by an authorised officer of the relevant party;
 - (b) must be in writing; and
 - (c) subject to **clause 9.4**, must be left at the address of the addressee, or sent by prepaid ordinary post (airmail if posted to or from a place outside Australia) to the address of the addressee or sent by facsimile to the facsimile number of the addressee or sent by electronic mail to the electronic mailing address of the addressee.
- 9.2 Unless a later time is specified in it, a notice takes effect from the time it is received.
- 9.3 A letter or facsimile or electronic mail is taken to be received:
- (a) in the case of a posted letter, on the third day after posting (unless posted to or from a place outside Australia, in which case it is taken to be received on the seventh day after posting);
 - (b) in the case of facsimile, at the time and on the date indicated in a transmission report produced by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient notified for the purpose of this clause; and
 - (c) in the case of electronic mail, at the time and on the date indicated by the report produced by the mail server of the mailing address of the addressee.
- 9.4 A notice addressed to all Members or to all Lot Owners or to a particular group of Members or Lot Owners will be deemed to have been received by those Members or Lot Owners if it is posted on the general noticeboard in the Club Facilities.
- 9.5 Members and Lot Owners must notify the Manager as soon as practicable about changes to their contact details as shown on their application form, or any other contact details notified to the Manager. Until the Manager receives notice of the change, the Manager may send all notices to the last address of the Member or Lot Owner which was notified to it by the Member or Lot Owner.

10 MISCELLANEOUS

- 10.1 A certificate signed by an officer of the Manager stating the amount which a Member or any of their Members Guests or Day Guests or in the case of Corporate Members any of their respective Authorised Representatives or their respective Members Guests or Day Guests owes the Manager is sufficient proof of the amount owed, until otherwise proven.

- 10.2 The Owner reserves the right to pay commission to its sales agents, including the Manager, for the sale of a Membership, without notice to the new Member.
- 10.3 No forbearance, delay or failure to exercise any power or right under this Charter (including an acceptance of a part payment) shall operate as a waiver of that power or right. No single or partial exercise of any power or right will preclude any further exercise of that power or right.

11 ASSIGNMENT

- 11.1 The Owner may assign its rights and obligations under the contract with any Member or Lot Owner at any time without the Member's or Lot Owner's consent.
- 11.2 Except as otherwise stated in this Charter, neither a Member nor a Lot Owner can assign his or her rights and obligations under the Charter.

12 GOVERNING LAW

- 12.1 The Charter and the transactions contemplated by it are governed by the law in force in New South Wales.
- 12.2 The Lot Owner, the Member, the Manager and the Owner irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them for determining any dispute concerning the Charter or the transactions contemplated by it. The Lot Owner, the Member, the Owner and the Manager waive any right they have to object to an action being brought in those courts including claiming that the

action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

13 ENTIRE AGREEMENT

The Charter and any document specifically referred to in the Charter constitute the entire agreement of the parties about its subject matter and supersede all previous agreements, understandings and negotiations on that subject matter.

14 SEVERABILITY

If the whole or any part of a provision of the Charter is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of the Charter has full force and effect, and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Charter or is contrary to public policy.

SECTION 2: DEFINITIONS AND INTERPRETATIONS

15 DEFINITIONS

Words used in this Charter have these meanings, unless their context specifies otherwise:

Adult Family Member means a person over the age of 18 years old.

Associate has the meaning set out in the Corporations Act 2001.

Authorised Individual means any person authorised by a Member to debit amounts to that Member's Charge Account.

Authorised Representative means any person authorised by a Corporate Member to enjoy the benefits of the Corporate Member's Membership, as described in the Rules of Corporate Membership at **Section 8**.

Available Limit means the Credit Limit less the sum of the amounts of all purchases charged to the Charge Account and unpaid at the relevant time.

Change of Control in respect of any party means a change in the identity of the person (or persons who in relation to each other are Associates) who Control(s) that party.

Charge means any amount debited to the Charge Account for that Member in accordance with the Charge Account Rules.

Charge Account means the mechanism by which some Members may delay payment of certain purchases, as described in the Charge Account Rules.

Charge Account Number means the unique identifying number given by the Manager to a Member's Charge Account.

Charge Account Rules means the rules in **Section 11** of this package, as amended from time to time.

Charter means this document and any document expressly referred to in it.

Children means the biological, step or adopted children of an Adult Family Member each of whom is either:

- (a) not older than 18 years of age; or
- (b) not older than 21 years of age and a full-time student or in full-time training or who, in the Manager's opinion, is otherwise dependent upon the Adult Family Member.

Club Facilities means the Exercise Facilities and all food and beverage facilities located at The Vintage Development, and for the avoidance of doubt does not include the Golf Course, the Members' Lounge or the Hotel Facilities.

Club Facilities Rules means the rules made and amended by the Manager from time to time for the efficient operation of the Golf Course and the Club Facilities.

Conduct Code means the code of conduct made and amended by the Manager from time to time regulating the standards of behaviour of Members and their guests while using the Golf Course and Club Facilities.

Control has the meaning set out in the Corporations Act 2001.

Corporate Annual Fee means the fee for Corporate Membership payable annually in advance to the Manager in respect of each calendar year as set out in the Fee Schedule from time to time.

Corporate Joining Fee means the one-off fee payable by a Corporate Member to the Manager upon taking out Corporate Membership.

Corporate Member means a Member who holds the type of Membership set out in the Rules of Corporate Membership at **Section 8**.

Credit Limit means the amount notified by the Manager to the Member from time to time as the maximum aggregate value of Charges which may be charged to the Member's Charge Account at any one time.

Day Guest means any invited guest of a Member or of a Corporate Member's Authorised Representative who is NOT accompanied by the relevant Member or Authorised Representative and who is NOT staying at the relevant Member's Lot or as a Hotel Guest.

Developer means Vintage Developments Pty Ltd ACN 067 567 006.

Exercise Facilities means the gym and swimming pool located at The Vintage Development, and for the avoidance of doubt, includes the Tennis Courts but does not include the Golf Course.

Family comprises of a maximum of two (2) Adult Family Members and their respective Children. Both Adult Family Members must reside at the same address and either:

- (a) be married to each other; or
- (b) in the opinion of the Manager, be living as a couple on a genuine domestic basis (irrespective of gender).

Fee Schedule means the schedule of fees issued by the Manager from time to time.

Food and Beverage Allowance means an annual allowance, payable by a Member to the Manager, which may be set off against food and beverage purchases made in the Club Facilities by that Member or in the case of Corporate Members, by its Authorised Representatives.

Golf Course means the golf course located at The Vintage Development.

Golf Course Rules means the rules relating to the use of the Golf Course contained in **Section 10**.

Golf Member means an individual Member who holds the type of Membership set out in the Rules of Golf Membership at **Section 5**.

Golf Membership Fee means the:

- (a) Individual Golf Membership Fee in the case of individuals who are Golf Members; or
- (b) Family Golf Membership Fee in the case of individuals who are Family Members,

as set out in the Fee Schedule from time to time.

Hotel Complex means the resort complex to be constructed at The Vintage Development.

Hotel Facilities means all of the facilities available at the Hotel Complex but does not include the Tennis Courts.

Hotel Guest means any person who occupies a room at the Hotel Complex.

Identification Card means the membership identification card issued to a Member or to an Authorised Representative of a Corporate Member by the Manager.

Leisure Member means a Member who holds the type of Membership set out in the Rules of Leisure Membership at **Section 7**.

Lot means a Non-Residential Lot or a Residential Lot which forms part of The Vintage Development.

Lot Owner means any registered proprietor of a Lot at The Vintage Development.

Manager means Troon Golf Australia Pty Ltd (ACN 081 971 262) trading as Troon Golf, its successors or assigns to the management of the Golf Course and Club Facilities, and includes any of the Manager's authorised employees or agents, where the context permits.

Member means a person who has been nominated for Membership by a Lot Owner which has been accepted by the Manager.

Membership means membership of The Vintage Golf Club.

Membership Change Fee means the Fee payable by a Lot Owner for changing a nominated Member, as set out in the Fee Schedule from time to time.

Membership Fee means the fee for Membership payable to the Manager in respect of each calendar year as set out in the Fee Schedule from time to time, and in the case of:

- (a) Golf Membership is called the Individual Golf Membership Fee;
- (b) Mid Week Golf Membership is called the Mid Week Golf Membership Fee;
- (c) Leisure Membership is called the Leisure Membership Fee;
- (d) Family Membership is called the Family Golf Membership Fee; and
- (e) Corporate Membership is called the Corporate Annual Fee.

Members Guest means any invited guest of a Member or of a Corporate Member's Authorised Representative who is either accompanied by the relevant Member or who is, to the Manager's satisfaction, staying at the relevant Member's Lot or as a Hotel Guest.

Members' Lounge means a segregated space specifically designed and available for the use of Golf Members and Mid Week Golf Members and accompanied Members Guests.

Members Only Tee Times means a period reserved by the Manager of no less than 4 hours in each week when only Golf Members will be allowed to play on the Golf Course.

Mid Week Golf Member means a Member who holds the type of Membership set out in the Rules of Mid Week Golf Membership at **Section 6**.

Non-Residential Lot means a hotel lot or a resort accommodation lot as defined in the plans and approvals for The Vintage Development.

Non-Residential Lot Owner means the registered proprietor of a Non-Residential Lot.

Owner means Vintage Developments Pty Limited, its successors or assigns to the ownership of the Golf Course and Club Facilities and includes any of the Owner's authorised employees or agents, where the context permits.

Public Usage means use and access of the Golf Course, Club Facilities and Exercise Facilities by people who are not Members, Members Guests, Day Guests or Hotel Guests.

Relevant Portion means that percentage which the number of days remaining in the period for which the relevant fees have been paid as at the day on which such portion is calculated (including the day of calculation itself) represents to the total number of days in that period. For the avoidance of doubt, the period may be one year or six months depending on the option elected by the Member for payment of the relevant fees.

Residential Lot means a residential or rural property as defined in the plans and approvals for The Vintage Development but excludes a hotel lot and a resort accommodation lot as defined in the plans and approvals for The Vintage Development.

Residential Lot Owner means the registered owner of a Residential Lot.

Tennis Courts means the tennis courts located at The Vintage Development.

The Vintage Development means the development as described in the Vintage Development plans and approvals held by the Manager and available for inspection at the offices of the Developer including the Golf Course, the Club Facilities, any residential, rural, hotel or resort accommodation land which is developed by Vintage Developments Pty Ltd, Medallist Golf Developments or Errol Investments Pty Ltd and which is part of the land described in The Vintage Development plans.

Tournament Day has the meaning set out in **clause 31.4**.

Trail Fee means the fee payable annually or bi-annually in advance to the Manager, for the privilege of operating a golf cart on The Vintage Development.

In this Charter, unless the contrary intention appears:

- (a) a reference to the Charter or another instrument includes any variation or replacement of either of them;
- (b) the singular includes the plural and vice versa;
- (c) the word 'person' includes a firm, a body corporate, an unincorporated association or an authority;
- (d) reference to a person (except in the case of a Lot Owner or a Member) includes a reference to the person's executors,

administrators, successors, substitutes (including persons taking by novation) and assigns;

- (e) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (f) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (g) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (h) the word 'including' or 'includes' is deemed to be followed by the words 'but not limited to', or 'but is not limited to', as the context requires;
- (i) a reference to a particular clause number, unless otherwise stated, means the clause with that number in the Section of this Charter where the reference is made; and
- (j) headings are inserted for convenience and do not affect the interpretation of this Charter.

SECTION 3: STATEMENT OF OPERATIONS

16 STATEMENT OF OPERATIONS

16.1 It is the intention of the Owner, Developer and Manager that usage of and access to the Golf Course, Club Facilities and Exercise Facilities is available primarily for people who:

- (a) own Lots or reside at Lots in The Vintage Development;
- (b) are Authorised Representatives of a Corporate Member;
- (c) are guests of the Hotel Complex; or
- (d) are guests of people who own or reside at Lots in The Vintage Development.

16.2 At all times, within the reasonable ability of the Manager, usage of and access to the Golf Course, Club Facilities and Exercise Facilities will be permitted with regard to the following priorities:

- (a) firstly, to Members and Members Guests;
- (b) secondly, to Hotel Guests;
- (c) thirdly, to Day Guests; and
- (d) lastly, to Public Usage.

16.3 Subject to **clauses 16.1 and 16.2**, the Manager will be entitled to allow Public Usage of the Golf Course, Club Facilities and Exercise Facilities. This is necessary to ensure the commercial viability of

the operations, particularly when there are insufficient Members and Hotel Guests to make full use of the facilities.

16.4 Members Guests, whether accompanied or unaccompanied, will be welcomed as privileged guests of the relevant Member with all facilities available outside the Members Only Tee Times at the Member Guest Rate. Members Guests MUST be either staying at the relevant Member's Lot or be a Hotel Guest or be accompanied by the relevant Member.

16.5 Day Guests will not receive the same privileges as Members Guests. Day Guests include guests of Members who are NOT residing at the relevant Member's Lot or who are NOT Hotel Guests and who are NOT accompanied by the relevant Member.

SECTION 4: GENERAL RULES OF MEMBERSHIP

17 RIGHT TO ACTIVATE MEMBERSHIP(S)

- 17.1 In order to become a Member (other than a Corporate Member), an applicant must be nominated by a Lot Owner.
- 17.2 A Residential Lot Owner may elect to either:
- (a) nominate up to a maximum of two individual Members (each of whom may elect to become either Leisure Members, Golf Members or Mid Week Golf Members); or
 - (b) nominate a Family Membership in accordance with **clause 17.5**.
- 17.3 A Non-Residential Lot Owner may elect to nominate only:
- (a) one individual Member (who may elect to become either a Leisure Member, a Golf Member or a Mid Week Golf Member); and
 - (b) a second individual Member (who may elect to become either a Leisure Member, a Golf Member or a Mid Week Golf Member), subject to **clause 20.5**.
- 17.4 When a Residential Lot Owner elects to nominate a Family to take out the Family Membership, each member of that Family will be entitled to the same rights of Membership as an Individual Golf Member.
- 17.5 A Lot Owner who wishes to nominate a Member (either as an Individual Member or Family Member) must:

- (a) make application to the Manager on the appropriate Membership nomination form prescribed by the Manager which must be signed by all adult individuals being nominated for Membership;
- (b) fill out the nomination form in full; and
- (c) provide any other information in support of the nomination(s) as the Manager may request.

18 CHANGING NOMINATED MEMBERS

- 18.1 A Lot Owner may change its nominated Members as often as the Lot Owner wishes, subject to payment of the appropriate Membership Change Fee(s) and the Manager's approval of the new nomination(s). Where a Lot Owner changes its nominated Members the Memberships of the existing Members will automatically terminate upon the new Memberships coming into effect. The Lot Owner must nominate which of the existing Memberships shall terminate in this manner.
- 18.2 When a Membership is terminated in accordance with **clause 18.1** the Member will not be entitled to a refund of any prepaid Membership Fee or Trail Fee (if applicable) or to any unused portion of the Member's Food and Beverage Allowance.
- 18.3 An incoming Member will not be credited for any fees or Food and Beverage Allowance paid in advance by outgoing Members.

19 APPLICATION FOR MEMBERSHIP

- 19.1 An applicant for Membership (other than Corporate Membership) must:
- (a) sign the nomination form referred to in **clause 17.5(b)**;
 - (b) elect to nominate for either Golf Membership, Mid Week Golf Membership, Family Membership or Leisure Membership;
 - (c) enclose the first instalment of the applicable Membership Fee for each Member applying;
 - (d) provide any other information in support of the nomination(s) as the Manager may request; and
 - (e) be a natural person, who is either a Lot Owner, a resident of a Lot, family of a Lot Owner, a shareholder of a corporate Lot Owner or the beneficiary of a trust which is a Lot Owner.
- 19.2 Before any Membership commences the person nominated for Membership must have paid all the relevant fees, including the relevant instalments of the Food and Beverage Allowance and applicable Membership Fee.
- 19.3 If the Manager accepts a nomination for Membership, the Manager will give notification of that fact in writing.

20 TERM OF MEMBERSHIP

- 20.1 The Membership of the Member begins on the later of the date the Manager accepts the nomination for Membership and the date on which relevant fees referred to in **clause 19.2** have been paid.
- 20.2 The first year's Membership (other than for Corporate Membership) lasts from the date when the Manager accepts the Membership nomination (and has received all relevant fees) to the next 31 December.
- 20.3 If a Membership (other than Corporate Membership) commences other than at the beginning of a calendar year, you will be charged a Relevant Portion (the period for calculating which shall be one year) of the Membership Fee in respect of the first year of your Membership, calculated on the day on which your Membership is due to commence.
- 20.4 Membership will expire on 31 December in each calendar year (other than Corporate Membership which expires on the anniversary of its commencement), provided that you may renew your Membership (subject to the discretion of the Manager) for the next calendar year (or Membership year in the case of Corporate Membership):
- (a) by advising the Manager in writing that you wish to renew your Membership; and
 - (b) by paying the relevant instalments of the Membership Fee and Food and Beverage Allowance.

- 20.5 The Manager may recall at any time the Membership of a second individual Member nominated by a Non-Residential Lot Owner under **clause 17.3 (b)** by providing notice in writing to that effect to the relevant Member. Such notice will take effect immediately upon issue by the Manager. This Membership will be recalled based on the last in, first out principle.

21 FEES

- 21.1 The applicable fees referred to in this Charter are set out in the Fee Schedule.
- 21.2 The Fee Schedule (although a separate document) forms part of this Charter.
- 21.3 All Members must pay the relevant Membership Fee and the Food and Beverage Allowance to the Manager each year.
- 21.4 All Membership Fees, Food and Beverage Allowances and Trail Fees are payable annually or bi-annually in advance (other than in respect of Annual Fees for Corporate Membership which are payable annually in advance).
- 21.5 Any fees or levies payable by Members cannot be charged to a credit card unless an appropriate amount to cover bank fees is also paid.
- 21.6 If a Lot Owner or Member fails to pay any sum payable by it under this Charter at the time and otherwise in the manner provided in this Charter that party shall pay interest on such sum from the

due date of payment until such sum is paid in full at the annual rate of 10% per annum. Interest shall accrue from day to day and shall be payable on demand.

- 21.7 If the Manager exercises its power under **clause 20.5** to recall the Membership of a second individual Member nominated by a Non-Residential Lot Owner under **clause 17.3(b)**, the Manager will refund:
- (a) the Relevant Portion of any prepaid Membership Fee and Trail Fees (if applicable) relating to the then current Membership year, calculated at the date on which the Membership is recalled; and
 - (b) any unused portion of the Member's Food and Beverage Allowance.

22 FOOD AND BEVERAGE ALLOWANCE

- 22.1 A Member (other than a Corporate Member) who has been nominated for Membership by a Lot Owner may set off purchases of food and beverage made in the Club Facilities using the Member's Charge Account against the relevant Member's Food and Beverage Allowance. In the case of Corporate Members, an Authorised Representative who has been nominated by a Corporate Member may set off purchases of food and beverage made in the Club Facilities against the relevant Corporate Member's Food and Beverage Allowance.

- 22.2 Any Food and Beverage Allowance which remains unused at the end of a calendar year may not be accrued to the next calendar year.
- 22.3 For the avoidance of doubt, only purchases of food and beverages made using the Member's Charge Account will be set off against the Member's Food and Beverage Allowance. Cash and other purchases of food and beverages which are not made using a Member's Charge Account and purchases of goods and services other than food and beverages made by a Member in the Club Facilities will not be set off against the Member's Food and Beverage Allowance.

23 MEMBERS' LOUNGE

- 23.1 Subject to availability, Golf Members and Mid Week Golf Members:
- (a) are entitled to use of the Members' Lounge when such lounge is open for business; and
 - (b) may invite their Members Guests to the Members' Lounge, provided that at all times, such Members Guests are accompanied by the relevant Golf Member or Mid Week Golf Member.
- 23.2 Leisure Members, Members Guests and Day Guests are not entitled to use the Members' Lounge, except when accompanied by a Golf Member or Mid Week Golf Member in accordance with **clause 23.1(b)**.

24 TERMINATION OF MEMBERSHIP

- 24.1 If a Member or any of their respective Members Guests or Day Guests and in the case of a Corporate Member, any of its Authorised Representatives or any of their respective Members Guests or Day Guests:
- (a) breaches this Charter; or
 - (b) fails to pay any money such person owes the Manager within 90 days of it becoming due; or
 - (c) fails to report to the golf shop for registration prior to commencing play on the Golf Course; or
 - (d) behaves in the Club Facilities or on the Golf Course in a manner which, in the Manager's sole and absolute discretion, is contrary to the best interests of the other Members or to the reputation of The Vintage Golf Club,
- the Manager may serve a notice on the Member:
- (i) requiring the Member to show cause to the Manager within seven days of receipt of the notice why the Member's Membership should not be suspended or terminated; and
 - (ii) stating the grounds that the Manager considers warrant suspension or termination of the Member's Membership.
- 24.2 If the Member chooses to show cause, the Member must do this by making a written submission to the Manager within the seven day period referred to in **clause 24.1**.

- 24.3 The Manager must:
- (a) consider any submission made by the Member;
 - (b) decide whether or not to suspend or terminate the Member's Membership; and
 - (c) give the Member a notice of the Manager's decision:
 - (i) within a reasonable time after receiving the submission from the Member; or
 - (ii) if the Member fails to make a submission within the seven day period referred to in **clauses 24.1 and 24.2**, within a reasonable time after the expiry of that seven day period.
- 24.4 If the Manager gives notice to the Member that the Manager has decided to suspend or terminate the Member's Membership, the suspension or termination is effective from the date of the notice and the Member waives all rights that it may have against the Manager upon such suspension or termination. No refund of any fees will be made upon termination or suspension under this **clause 24.4**.
- 24.5 The Manager's decision under **clause 24.3(b)** is final and binding on the Member.
- 24.6 At a Member's request, upon severe physical incapacity of the Member, the Manager may (where the Manager considers it appropriate to do so) cancel Membership and provide a refund of a Relevant Portion of that Member's Membership Fee and Trail Fee (if applicable) and any unused portion of the Member's Food and Beverage Allowance, calculated on the day on which the cancellation takes effect.
- 24.7 Any Member whose Membership is suspended will have no rights during the period of suspension and must reapply to the Manager in writing to have their Membership re-activated. All costs of re-activation, including the cost of issuing a new Identification Card, shall be borne by the Member subject to the suspension.
- 24.8 The Manager reserves the right to cancel Membership at any time by notice in writing to the relevant Member, in which case the Manager will refund to the Member a Relevant Portion of the Member's Membership Fee, and Trail Fee (if applicable) and any unused portion of the Member's Food and Beverage Allowance calculated on the day on which such cancellation takes effect.
- 24.9 Members may cancel their Membership at any time by giving the Manager three months' notice in writing. Membership will cease at the end of such three month period at which time all outstanding amounts relating to the Membership must be paid to the Manager in full. The Manager will refund to any Member who cancels their Membership under this **clause 24.9**, or whose Membership is cancelled under **clause 24.6** a Relevant Portion of the Member's Membership Fee and Trail Fee (if applicable). The Manager will not refund any unused portion of the Member's Food and Beverage Allowance, however the Manager will allow the Member to continue to use the balance of the Food and Beverage Allowance for the remainder of the year.

25 MEMBERSHIP IDENTIFICATION

- 25.1 The Manager will issue each Member with an Identification Card. The Member must sign the Identification Card as soon as the Member receives it from the Manager.
- 25.2 Members must:
- (a) carry their Identification Card with them at all times while using the Club Facilities or the Golf Course;
 - (b) show their Identification Card to the Manager's staff when requested to do so;
 - (c) not allow their Identification Card to be used by any other person; and
 - (d) notify the Manager immediately if their Identification Card is lost, stolen or destroyed.
- 25.3 If a Member notifies the Manager that the Member's Identification Card is lost, stolen or destroyed, the Manager will issue the Member with a replacement Identification Card (at the Member's cost) within a reasonable time of receiving the notification from the Member.
- 25.4 If a Member is unable to produce the Member's Identification Card, the Manager may withhold Membership benefits from the Member until the Member's Identification Card is produced or the Member is issued with a replacement Identification Card.

26 CONDUCT OF MEMBERS

- 26.1 All Members must comply with and must ensure that their Members Guests or Day Guests and in respect of Corporate Members, their Authorised Representatives and their respective Members Guests or Day Guests comply with the Conduct Code.
- 26.2 The Manager is responsible for the Conduct Code. The Manager must provide a copy of the Conduct Code to any Member upon request.
- 26.3 No Member may conduct money-raising activities in the Club Facilities or on the Golf Course without holding all appropriate permits and approvals, and without the prior written approval of the Manager.

27 LIABILITY

- 27.1 Members and Members Guests or Day Guests and, in the case of Corporate Members, each of their Authorised Representatives and their respective Members Guests or Day Guests, use the Club Facilities and the Golf Course at their own risk. The Owner and the Manager and each of their respective directors, employees, agents and representatives are not liable to Members, Members Guests or Day Guests and, in the case of Corporate Members, to Authorised Representatives and their respective Members Guests or Day Guests, for damage to or loss of any property, or injury or death to persons.
- 27.2 Each Lot Owner, Member and Members Guests or Day Guest and, in the case of Corporate Members, each of their Authorised

Representatives and their respective Members Guests or Day Guests, indemnifies the Owner, the Manager, each of their respective directors, employees, agents and representatives against any loss of or damage to any property or injury or death to persons caused or contributed to by them or by their nominated Members or by their respective Members Guests or Day Guests or in the case of Corporate Members, by their respective Authorised Representatives or their Members Guests or Day Guests while using the Club Facilities or the Golf Course.

- 27.3 Failure by a Member or a Lot Owner to pay any amounts for which he, she or it is liable under **clause 27.2** shall constitute grounds for termination or suspension by the Manager of that Member's Membership.

28 MORTGAGEE IN POSSESSION

- 28.1 A mortgagee in possession of a Lot may not become a Member by reason of such possession nor enjoy the rights attaching to any Membership and is not entitled to appoint Members.
- 28.2 All Memberships held by any person nominated by the relevant Lot Owner shall be deemed suspended throughout any period during which there is a mortgagee in possession of the Lot to which the Membership is attached. No fees shall be payable during such period of suspension and the Manager shall not be obliged to pay any refund of fees and allowances. The Membership will be re-activated upon the Manager's approval of the purchaser nominated by the mortgagee in possession.

- 28.3 Where any receiver, administrator, liquidator, agent in possession, manager or similar insolvency official takes possession of any Lot Owner or of any substantial asset of such persons, there shall be deemed to be a mortgagee in possession of that person's Lot for the purposes of this **clause 28**.
- 28.4 Where any receiver, administrator, liquidator, agent in possession, manager or similar insolvency official takes possession of any Corporate Member or of any substantial asset of such person, the Membership of that Corporate Member, and those of its Authorised Representatives shall be deemed suspended throughout any period during which such insolvency official remains in place. No fees shall be payable during such period of suspension and the Manager shall not be obligated to pay any refund of fees and allowances.





SECTION 5: RULES OF GOLF MEMBERSHIP

29 ELIGIBILITY

All individuals nominated for Golf Membership must:

- (a) satisfy the eligibility conditions set out in **clause 19.1**; and
- (b) pay all relevant instalments of the Golf Membership Fee and Food and Beverage Allowance to the Manager.

30 FEES

- 30.1 The applicable Golf Membership Fee and Food and Beverage Allowance is set out in the Fee Schedule.
- 30.2 All relevant instalments of the Golf Membership Fee and Food and Beverage Allowance must be paid in full before the commencement of your Golf Membership. The Golf Membership Fee and Food and Beverage Allowance may be paid annually or bi-annually in advance at the election of the Member.

31 GOLF COURSE

- 31.1 Subject to **clause 30.2, clause 31.4** and **Section 10**, Golf Membership entitles you to play the Golf Course without payment of green fees at any time, subject to the prior approval of the Manager.
- 31.2 Only Golf Members will be permitted to play on the Golf Course during Members Only Tee Times. Mid Week Golf Members, Members Guests and Day Guests will not be allowed to play on the Golf Course and Public Usage will not be permitted during Members Only Tee Times.

- 31.3 It is intended that there will be Members Only Tee Times between 7:00 am until 11:00 am every Saturday. The Manager reserves the right to vary that time, and may cancel the Members Only Tee Times without notice to Members for any reason that the Manager thinks fit.

- 31.4 From time to time the Golf Course may play host to competitions for non-Members ("Tournament Days"). On Tournament Days, there will be no Members Only Tee Times. Members wishing to participate in Tournament Days or other competitions will be required to pay any applicable entry fees (as determined by the Manager).

32 LOCKERS AND CLUB FACILITIES

- 32.1 Golf Members may be able to rent a golf locker on an annual basis, subject to availability. If a golf locker is available to a Golf Member, an annual fee will be charged for locker rental. Golf Membership does not entitle you to a locker. There will not be sufficient lockers available for every Golf Member.
- 32.2 Subject to the approval of the Manager and availability, Golf Members are entitled to use all Club Facilities.

33 PRACTICE BALLS

Golf Members are entitled to complimentary practice balls for use on the driving range before and after play.

34 MEMBERS GUESTS AND DAY GUESTS

- 34.1 (a) Golf Members may introduce Members Guests or Day Guests to play on the Golf Course subject to availability, the approval of the Manager, this **clause 34** and the priorities and privileges prescribed in **clause 16**.
- (b) A Golf Member may introduce no more than three Members Guests to play on the Golf Course on any one day. Requests for permission to introduce more than three Members Guests on any one day must be made to the Manager in writing in advance.
- (c) No individual may be introduced to play on the Golf Course as a Members Guest more than six times in any calendar year.
- (d) All Members Guests and Day Guests must sign in at the golf shop and will be charged the relevant Members Guest, unaccompanied Members Guest or Day Guest rate.
- (e) Members Guests and Day Guests must have tee times booked by the relevant Member. Requests for tee times for unaccompanied Members Guests and Day Guests must be made in writing in advance of the tee time by the relevant Member.
- 34.2 Unless otherwise approved by the Manager, all individuals playing as Members Guests of a Golf Member (other than unaccompanied Members Guests) must play at all times in the same group as the Golf Member who introduced such Members Guests.
- 34.3 Golf Members are also entitled to bring Members Guests or Day

Guests to use the Club Facilities on the same basis as Leisure Members (see **Section 7**) and are entitled to 24 guest passes per year for the Exercise Facilities.

- 34.4 The Golf Member is responsible at all times for the behaviour of his or her Members Guests and Day Guests.

35 MEMBERSHIP LIMIT

The Manager has the sole discretion to limit the total number of Golf Memberships available.

36 GOLF HANDICAPS

- 36.1 Golf Members are entitled to nominate the Golf Course as their home club. The Manager will maintain the handicap of all such Golf Members for no additional charge.
- 36.2 Golf Members may obtain a handicap certificate free of charge from the golf shop in the Club Facilities.

37 RIGHT TO CHANGE TO MID WEEK GOLF OR TO LEISURE MEMBERSHIP

Golf Members may elect to change to Mid Week Golf Membership or to Leisure Membership at any time. No fee is payable by a Golf Member for changing to Mid Week Golf Membership or to Leisure Membership. There will be no refund of Golf Membership Fee or Food and Beverage Allowance where a Golf Member elects to change to Mid Week Golf Membership or to Leisure Membership under this **clause 37**.

SECTION 6: RULES OF MID WEEK GOLF MEMBERSHIP

38 ELIGIBILITY

All individuals nominated for Mid Week Golf Membership must:

- (a) satisfy the eligibility conditions set out in **clause 19.1**; and
- (b) pay all relevant instalments of the Mid Week Golf Membership Fee and Food and Beverage Allowance to the Manager.

39 FEES

- 39.1 The applicable Mid Week Golf Membership Fee and Food and Beverage Allowance is set out in the Fee Schedule.
- 39.2 All relevant instalments of the Mid Week Golf Membership Fee and Food and Beverage Allowance must be paid in full before the commencement of your Mid Week Golf Membership. The Mid Week Golf Membership Fee and Food and Beverage Allowance may be paid annually or bi-annually in advance at the election of the Member.

40 GOLF COURSE

- 40.1 Subject to **clause 40.2**, **clause 40.3** and **Section 10**, Mid Week Golf Membership entitles you to play the Golf Course without payment of green fees at any time Monday to Friday (both inclusive) except on public holidays or Tournament Days (as defined in **clause 31.4**), subject to the prior approval of the Manager.
- 40.2 The Manager will endeavour to give Mid Week Golf Members priority access to reserving tee times over Leisure Members, Day

Guests and Public Usage on weekends and public holidays at the applicable daily prices. Mid Week Golf Members will have no rights to play the Golf Course during Member Only Tee Times.

- 40.3 Mid Week Golf Members wishing to participate in Tournament Days or other competitions will be required to pay any applicable entry fees (as determined by the Manager).

41 LOCKERS AND CLUB FACILITIES

- 41.1 Mid Week Golf Members may be able to rent a golf locker on an annual basis, subject to availability. If a golf locker is available to a Mid Week Golf Member, an annual fee will be charged for locker rental. Mid Week Golf Membership does not entitle you to a locker. There will not be sufficient lockers available for every Mid Week Golf Member.
- 41.2 Subject to the approval of the Manager and availability, Mid Week Golf Members are entitled to use all Club Facilities.

42 PRACTICE BALLS

Mid Week Golf Members are entitled to complimentary practice balls for use on the driving range before and after play Monday to Friday (both inclusive), except for public holidays.

43 MEMBERS GUESTS AND DAY GUESTS

- 43.1 (a) Mid Week Golf Members may introduce Members Guests or Day Guests to play on the Golf Course subject to availability, the approval of the Manager, this **clause 43** and the priorities and privileges prescribed in **clause 16**.

- (b) A Mid Week Golf Member may introduce no more than three Members Guests to play on the Golf Course on any one day. Requests for permission to introduce more than three Members Guests on any one day must be made to the Manager in writing in advance.
 - (c) No individual may be introduced to play on the Golf Course as a Members Guest more than six times in any calendar year.
 - (d) All Members Guests and Day Guests must sign in at the golf shop and will be charged the relevant Members Guest, unaccompanied Members Guest or Day Guest rate.
 - (e) Members Guests and Day Guests must have tee times booked by the relevant Member. Requests for tee times for unaccompanied Members Guests and Day Guests must be made in writing in advance of the tee time by the relevant Member.
- 43.2 Unless otherwise approved by the Manager, all individuals playing as Members Guests of a Mid Week Golf Member (other than unaccompanied Members Guests) must play at all times in the same group as the Mid Week Golf Member who introduced such Members Guests.
- 43.3 Mid Week Golf Members are also entitled to bring Members Guests or Day Guests to use the Club Facilities on the same basis as Leisure Members (see **Section 7**) and are entitled to 24 guest passes per year for the Exercise Facilities.

- 43.4 The Mid Week Golf Member is responsible at all times for the behaviour of his or her Members Guest and Day Guests.

44 MEMBERSHIP LIMIT

The Manager has the sole discretion to limit the total number of Mid Week Golf Memberships available.

45 GOLF HANDICAPS

- 45.1 Mid Week Golf Members are entitled to nominate the Golf Course as their home club. The Manager will maintain the handicap of all such Mid Week Golf Members for no additional charge.
- 45.2 Mid Week Golf Members may obtain a handicap certificate free of charge from the golf shop in the Club Facilities.

46 CHANGING MEMBERSHIP TYPE

- 46.1 As a Mid Week Golf Member, you have the right to upgrade to Golf Membership at any time by paying a Relevant Portion of the difference between the Golf Membership Fee and the Mid Week Golf Membership Fee then in effect (calculated on the day which the application for upgrade is approved).
- 46.2 Mid Week Golf Members may elect to change to Leisure Membership at any time. No fee is payable by a Mid Week Golf Member for changing to Leisure Membership. There will be no refund of Mid Week Golf Membership Fee or Food and Beverage Allowance where a Mid Week Golf Member elects to change to Leisure Membership under this **clause 46**.

SECTION 7: RULES OF LEISURE MEMBERSHIP

47 ELIGIBILITY

All individuals nominated for Leisure Membership must:

- (a) satisfy the eligibility conditions set out in **clause 19.1**; and
- (b) pay all relevant instalments of the Leisure Membership Fee and Food and Beverage Allowance to the Manager.

48 FEES

- 48.1 The applicable Leisure Membership Fee and Food and Beverage Allowance is set out in the Fee Schedule.
- 48.2 All relevant instalments of the Leisure Membership Fee and Food and Beverage Allowance must be paid in full before the commencement of your Leisure Membership. The Leisure Membership Fee and Food and Beverage Allowance may be paid annually or bi-annually in advance at the election of the Member.

49 ENTITLEMENT

- 49.1 Leisure Membership entitles you to use all Club Facilities, subject to availability and the approval of the Manager.
- 49.2 Leisure Members have no rights to use the Golf Course, or the golf locker facilities, or the Members' Lounge other than as a member of the public.
- 49.3 Leisure Members have the right to use the tennis courts, subject to availability and the discretion of the Manager of the Hotel Complex.

50 RIGHT TO UPGRADE

As a Leisure Member, you have the right to upgrade to Golf

Membership or Mid Week Golf Membership at any time by paying a Relevant Portion of the difference between the Golf Membership Fee or Mid Week Golf Membership Fee (as applicable) then in effect and the Leisure Membership Fee then in effect (calculated on the day which the application for upgrade is approved).

51 MEMBERS GUESTS

- 51.1 You are entitled to 24 Members Guest passes per year for the Exercise Facilities. Each pass entitles you to bring one Members Guest with you to use the Exercise Facilities on the day on which the pass is presented at no extra charge. Alternatively, you may pay the daily Members Guest Rate as set out in the Fee Schedule. You are entitled to sign in a maximum of 2 Members Guests to use the Exercise Facilities on each day, provided that you must present one guest pass for each Members Guest or pay the daily guest fee for that Members Guest.
- 51.2 All Members Guests must be signed in by a Leisure Member and the Leisure Member who introduced the Members Guest must remain within the Club Facilities for the entire time that the Members Guest is present.
- 51.3 Subject to availability, there is no restriction on the number of Members Guests you bring to use those Club Facilities which are not Exercise Facilities. You do not need to pay a fee or present a guest pass to introduce Members Guests who do not wish to use the Exercise Facilities.
- 51.4 You will be responsible at all times for the behaviour of your Members Guests.
- 51.5 Members Guest use of the Club Facilities is strictly subject to availability.

SECTION 8: RULES OF CORPORATE MEMBERSHIP

52 ELIGIBILITY

- 52.1 The Manager may from time to time, (in its sole and absolute discretion) invite a company, partnership or other legal entity (excluding a individual) to become a Corporate Member.
- 52.2 The first year's Corporate Membership lasts for one year from the date when the Manager accepts the Membership application (and has received all relevant fees).
- 52.3 In addition to the termination provisions of **clause 24**, your Membership will automatically terminate in the event that you are wound up, dissolved or deregistered.
- 52.4 A party who wishes to become a Corporate Member must:
- (a) make application to the Manager on the appropriate application form prescribed by the Manager;
 - (b) fill out the application form in full;
 - (c) enclose a deposit equal to 10% of the Corporate Joining Fee; and
 - (d) provide any other information in support of the application as the Manager may request.

53 FEES

Corporate Membership will not commence until the Corporate Joining Fee, first Corporate Annual Fee and Food and Beverage Allowance have been paid in full. All Corporate Annual Fees and Food and Beverage Allowance are payable annually in advance.

54 AUTHORISED REPRESENTATIVES

- 54.1 As a Corporate Member, you will be issued with four Identification Cards.

- 54.2 Three Identification Cards will be issued to the Authorised Representatives nominated by the Corporate Member in writing (the "Nominated Authorised Representatives"). You cannot change your Nominated Authorised Representatives without the consent of the Manager.
- 54.3 The fourth Identification Card is fully transferable amongst individuals authorised by you. **Clause 25** applies to all Authorised Representatives making use of the Golf Course or Club Facilities as if those Authorised Representatives were Golf Members.
- 54.4 The bearers of the Corporate Member's Identification Cards will be entitled to the Membership privileges and subject to the Membership obligations of a Golf Member, except in so far as is inconsistent with the provisions of this **Section 8**.
- 54.5 Authorised Representatives bearing your Identification Card may play the Golf Course and use the Club Facilities on the same basis as Golf Members. A Corporate Member remains liable for the behaviour of its Authorised Representatives and their respective Members Guests and Day Guests at all times.
- 54.6 Your Authorised Representatives are deemed to be Authorised Individuals for the purposes of incurring charges on your Charge Account in accordance with the provisions of **Section 11**. You remain liable for all charges made on your Charge Account, including those made by Authorised Representatives.

55 GOLF COURSE

Subject to **clause 31.4, 53 and Section 11**, Corporate Membership entitles your Authorised Representatives to unlimited rounds of golf without charge during each year of Membership. All Members Guests and Day Guests introduced by an Authorised Representative will be required to pay green fees at the appropriate guest rate.

SECTION 9: RULES FOR TRANSFER OF MEMBERSHIP

UPON SALE OF LOT

56 INTRODUCTION

- 56.1 Lot Owners are obliged to notify the Manager of any sale or transfer of ownership of the Lot.
- 56.2 If the Lot Owner who nominated a Member for Membership ceases to own the Lot the Manager may, by notice to the Member, terminate or suspend (as the case may be) his or her Membership with immediate effect.
- 56.3 An incoming purchaser of a Lot will be entitled to nominate Members in accordance with **clause 17** upon payment of the relevant Membership Change Fee and providing satisfactory evidence to the Manager of the transfer of the Lot.

57 CHANGE OF CONTROL

- 57.1 Any Change of Control of an Owner of a Lot shall constitute a sale of that Lot for the purposes of this Charter and any Memberships nominated by that Owner will be terminated.
- 57.2 Any Change of Control of a Corporate Member without the prior written consent of the Manager shall constitute a sale of that Corporate Members Corporate Membership, in which case:
 - (a) the relevant Corporate Membership will be automatically terminated; and
 - (b) no fees paid by the Corporate Member will be refunded.





SECTION 10: GOLF CLUB RULES

58 GOLF COURSE

58.1 Members and their Members Guests and Day Guests, and in the case of Corporate Members, their Authorised Representatives and Members Guests and Day Guests must observe the rules of course etiquette and any other etiquette appropriate to use of the Golf Course or the Club Facilities. These include but are not limited to:

- (a) repairing divots and pitch marks on the Golf Course;
- (b) raking marks made in sand bunkers on the Golf Course;
- (c) keeping golf carts a minimum of 10 metres away from the greens and tees;
- (d) no more than four players per group;
- (e) using reasonable care for plants and trees, fixtures and equipment in the Club Facilities and on the Golf Course; and
- (f) playing at an acceptable speed on the Golf Course so as not to delay play.

58.2 The Manager reserves the right to close the Golf Course for play at any time without notice to Members for any reason that the Manager thinks fit. Your contract with the Owner does not include any promise or warranty that the Golf Course will be available for play and you will have no rights against the Owner or the Manager

(or either of them) as a result of the Golf Course not being available for play.

58.3 Members and their Members Guests and Day Guests and in the case of Corporate Members, their Authorised Representatives and their respective Members Guests and Day Guests must report to the golf shop for registration prior to any play on the Golf Course. Failure to comply with this provision will be treated as a serious offence by the Manager and may result in the suspension or termination of Membership.

59 GOLF CARTS

59.1 All golf carts used on the Golf Course and within The Vintage Development must:

- (a) be electric or powered by some other source approved by the Manager; and
- (b) otherwise be of a standard and appearance and be in such condition as the Manager considers appropriate.

59.2 The Manager has the right to prohibit the use on the Golf Course or anywhere within The Vintage Development, of a golf cart either because it does not meet the standards set out in **clause 59.1** or for any other reason at the Manager's discretion.

- 59.3 A Trail Fee is payable annually or bi-annually in advance to the Manager for bringing a golf cart onto The Vintage Development. Alternatively, players may choose to hire golf carts from the Manager on a round by round basis for a prescribed fee.
- 59.4 The Manager reserves the right to require golf carts to be used on the Golf Course at certain times.
- 59.5 All drivers of golf carts must be at least 18 years of age or hold a valid driving licence.
- 59.6 In the event that a cart in respect of which a Member has paid a Trail Fee is being serviced or is otherwise unavailable, the Member will be able to use carts provided by the Manager at no charge when playing golf, provided that the Member will only be entitled to do so for a maximum of 10 days in each calendar year.

60 HANDICAPS

- 60.1 The Manager will maintain golf handicaps in accordance with the handicapping rules of the Australian Golf Union and the Women's Golf Association for all persons who are entitled to nominate the Golf Course as their home club under the Charter.

- 60.2 The Manager will display all handicaps at a location chosen by the Manager in the Club Facilities.
- 60.3 The Manager will not be liable for any errors or omissions made in maintaining handicaps.



SECTION 11: CHARGE ACCOUNT RULES

61 INTRODUCTION

- 61.1 All approved Members will have a Charge Account opened on their behalf.
- 61.2 The Member and (where applicable) its Authorised Individuals must read these rules thoroughly before operating their Charge Account.
- 61.3 By operating their Charge Account, the Member is agreeing to be bound by the Charge Account Rules which will govern the Member's operation of the Charge Account.
- 61.4 Members may only operate a Charge Account after completing the appropriate application form which shall include a direct debit and a credit card authorisation to be used by the Manager in the event of non-payment of the Member's account.

62 TERM OF THE CHARGE ACCOUNT

The Member may use the Charge Account until the earlier of :

- (a) the Membership contract between the Member and the Manager terminates; or
- (b) the Manager or the Member cancels the Charge Account under these Charge Account Rules.

63 USE OF THE CHARGE ACCOUNT

- 63.1 The Member and (where applicable) its Authorised Individuals are not obliged to use the Charge Account.
- 63.2 The Member may use the Charge Account:
 - (a) to purchase goods and services at the Golf Course or Club Facilities provided the aggregate value of all purchases does not exceed the Available Limit; and
 - (b) in accordance with these Charge Account Rules.
- 63.3 Charges may not be debited to the Charge Account unless:
 - (a) the Member or their Authorised Individual (as the case may be) produces identification which is satisfactory to the Manager's employees; and
 - (b) the Member or Authorised Individual signs a Charge Account record in a form determined by the Manager for the Charge.
- 63.4 The Member must not:
 - (a) give the Member's Charge Account Number to any person other than the Member's Authorised Individuals;
 - (b) allow any person to make Charges to the Charge Account unless that person is the Member's Authorised Individual;

- (c) use or allow any other person to use the Charge Account for any purpose if a petition for the Member's bankruptcy has been issued, or an application to wind up the Member has been made, unless the petition is no longer in force or the application has been withdrawn or dismissed;
- (d) use the Charge Account to purchase Goods and Services if the purchase will cause the Credit Limit to be exceeded; or
- (e) use or allow any other person or Authorised Individual to use the Charge Account or to quote the Charge Account Number if the Member does not honestly expect to be able to pay the Member's account in full on receipt of the monthly statement.

64 LIABILITY FOR CHARGES

The Member is liable for all Charges, even if these exceed the Credit Limit.

65 MEMBER'S AUTHORISED INDIVIDUALS

- 65.1 If a Member (other than a Corporate Member) wishes to permit an Authorised Individual to use that Member's Charge Account, the Member must give the Manager a notice in the form specified by the Manager. A Corporate Member's Authorised Representative is automatically deemed to be its Authorised Individual.
- 65.2 Members (other than Corporate Members) may nominate an initial four Authorised Individuals on the Charge Account application

form. Members may have up to four Authorised Individuals at any one time. A Corporate Member is not entitled to have Authorised Individuals other than its Authorised Representatives.

- 65.3 The Member may change this nomination up to three times per year by notifying the Manager in writing.
- 65.4 The Member remains liable for all Charges to the Charge Account, including those made by the Authorised Individuals.
- 65.5 The Member may terminate an Authorised Individual's right to use the Charge Account at any time by giving the Manager written notice. The Authorised Individual's right to use the Member's Charge Account will terminate when the Manager receives the notice.
- 65.6 An Authorised Individual whose right to use a Charge Account is terminated by his or her Member may not be re-nominated to use that Charge Account for nine months following such termination.
- 65.7 The Manager may require an Authorised Individual to produce identification satisfactory to the Manager when using the Charge Account. If the Authorised Individual does not produce that identification, the Manager may refuse to permit the Authorised Individual to charge Goods and Services to the Charge Account.
- 65.8 An Authorised Individual is bound by these Charge Account Rules as if the Authorised Individual was a Member from the earlier of when the Authorised Individual signs:

- (a) the Charge Account application form as an Authorised Individual; or
- (b) the form referred to in **clause 65.1**.

66 STATEMENTS

- 66.1 The Manager will send the Member a statement which sets out all Charges at that time recorded to the Member's Charge Account for the preceding month, usually within the first fourteen days of each month.
- 66.2 The Member must pay all Charges within fourteen days of the date of issue of the statement. If the Member fails to make payment by the due date, the Manager may:
 - (a) use the direct debit and/or credit card authorisation provided by the Member to settle the account; and
 - (b) suspend the Member's Charge Account.

67 DISPUTED CHARGES

- 67.1 After receiving the Member's statement, the Member must notify the Manager promptly if the Member reasonably believes that any Charge has not been properly incurred by the Member or an Authorised Individual. The Member must still pay the disputed Charge by the due date.
- 67.2 The Manager will investigate the disputed Charge promptly.

- 67.3 If the Manager can produce a record of charge showing a signature which bears reasonable similarity to the Member's or an Authorised Individual's signature, this shall be conclusive proof that the Charge was properly incurred.

- 67.4 If the Manager proves that the Charge was properly incurred, the Member must cease disputing the Charge.

- 67.5 If the Manager cannot prove that the Charge was properly incurred and the Member has paid the Charge, the Manager must refund to the Member the amount of the disputed Charge within 14 days of the Member's notice under **clause 67.1**.

68 TAXES AND DUTIES

- 68.1 If the Manager has to pay or reimburse anyone else for any tax, duty, or other charge imposed by law in respect of:
 - (a) the Charge Account;
 - (b) the Member's use of the Charge Account;
 - (c) any transaction involving the Member or the Charge Account; or
 - (d) the receipt of funds in payment of Charges,the Manager may add that amount to the statements of the Member, except as prohibited by law.

- 68.2 The Manager may add the amount referred to in **clause 68.1** in

advance of the date the Manager must pay or reimburse the amount.

69 PAYMENTS FOR CHARGES

- 69.1 The Manager will offset the Charges recorded against the Member's Charge Account for food and beverages against the Member's outstanding Food and Beverage Allowance, unless the Member directs otherwise.
- 69.2 The Member must pay the statement in Australian dollars, unless the Manager agrees to accept payment in another currency, in clear funds. Payments must be made by cash, cheque or acceptable credit card.
- 69.3 If the Manager decides to accept payment in another currency, the Manager will convert the Member's payment to Australian dollars at a rate reasonably determined by the Manager, and credit the payment to the Member's Charge Account. Only the Australian dollars amount will be credited to the Member's Charge Account.
- 69.4 Payment is only received by the Manager when it is received in clear funds.
- 69.5 The Manager may, but is not obliged to, accept late or part payments, or payments described as being in full or in settlement of a dispute if that amount is less than the amount owed.
- 69.6 The Manager may credit part payments to any outstanding

Charges as it chooses.

- 69.7 If the Manager receives a cheque, draft or other payment instrument from the Member which is not honoured in full, the Member agrees to pay the Manager the dishonoured amount plus the Manager's reasonable collection costs, expenses and legal fees, except as prohibited by law.
- 69.8 **Clause 69.7** also applies to any debit instruction that the Manager gives to the Member's financial institution which is not honoured in full.
- 69.9 The Member will pay the Manager's reasonable costs in recovering or trying to recover Charges from the Member, including legal fees on a solicitor-client basis, except as prohibited by law.

70 SUSPENSION AND CANCELLATION

- 70.1 The Member may cancel the Charge Account at any time by giving the Manager notice. The Charge Account is cancelled upon actual receipt by the Manager of the notice.
- 70.2 On cancellation of the Charge Account, the Manager will no longer allow the Member or any of the Member's Authorised Individuals to use the Charge Account for the purchase of Goods and Services.
- 70.3 The Manager may suspend or cancel the Member's right to use the Charge Account at any time, with or without cause, by giving the Member a notice.

- 70.4 The suspension or cancellation is effective from the time when the Member receives the Notice.
- 70.5 If the Manager cancels the Charge Account, the Member and that Member's Authorised Individuals will no longer be entitled to use the Charge Account for the purchase of Goods and Services.
- 70.6 If the Manager suspends the Member's right to use the Charge Account:
- (a) the Member and that Member's Authorised Individuals must not use the Charge Account until the Member has paid all outstanding Charges; and
 - (b) the Manager does not lose any rights under these Charge Account Rules or at law.
- 70.7 If the Charge Account is suspended, cancelled or expires, the Member remains bound by these Charge Account Rules and liable to pay all Charges, until all Charges have been fully paid.

71 COMPLIANCE WITH LAWS

- 71.1 The Member must comply with all applicable laws governing the use of the Charge Account.
- 71.2 The Member indemnifies the Owner and the Manager against any failure of the Member to comply with all laws.

72 CHANGES TO THESE CHARGE ACCOUNT RULES

- 72.1 The Manager may amend the Charge Account Rules at any time.
- 72.2 The Manager must give the Member a copy of the amended Charge Account Rules promptly.
- 72.3 The Member is bound by the changes when the Member receives the amended Charge Account Rules.
- 72.4 If the Member uses the Charge Account after the notification, the Member is deemed to have agreed to the changes.

73 GENERAL

- 73.1 The Member and any Authorised Individuals represent and warrant that:
- (a) the Member's and the Authorised Individual's obligations under these Charge Account Rules are valid and binding and are enforceable against the Member or the Authorised Individuals in accordance with their terms;
 - (b) the Member and the Authorised Individuals have fully disclosed in writing to the Manager all facts relating to the Member and the Authorised Individuals which are material to the assessment of the nature and amount of the risk undertaken by the Manager in permitting the Member to have a Charge Account;

- (c) the Member and the Authorised Individuals are not in default under a law, regulation, official directive, instrument, undertaking or obligation affecting them or their assets;
- (d) there is no pending or threatened action or proceeding affecting the Member, the Authorised Individuals or their assets before a court, governmental agency, commission or arbitrator; and
- (e) the Member and the Authorised Individuals do not operate the Charge Account in the capacity of a trustee of any trust or settlement.

73.2 These representations and warranties are taken to be also made every three months from the date the Member or an Authorised Individual first uses the Charge Account.







Ray Manulat Operations Manager

THE
VINTAGE



GOLF CLUB

McDonalds Road, Pokolbin, NSW
(Just past Bimbadgen Estate Winery)
PO Box ?? Cessnock NSW 2325
Telephone: **(02) 4998 6789**
Facsimile: **(02) 4998 6788**
Mobile: **0414 405 011**
Email: **manulat@thevintage.com.au**
Web: **www.thevintage.com.au**

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