

# By-Laws of the Magenta Shores Golf and Country Club September 2008

## 1 Membership

### 1.1 Financial membership

- (a) Annual subscription fees are payable in advance and are therefore due on or before July 1 each year. In accordance with the Constitution, if the annual fees are not paid by July 1 (and an instalment arrangement as mentioned below is not in place) the Board may issue a notice requesting payment within 21 days and any annual fees not paid within that 21 day period shall bear interest at the rate determined by the Club.
- (b) If the annual fees are still outstanding as at August 1 of that year then access to the course for that membership is suspended until the fees are paid.
- (c) If the annual fees (and, where applicable, interest thereon) are still outstanding after October 1 of that year then the membership may be suspended, and if they still remain outstanding as at December 31 of that year, then the membership may be forfeited.

### 1.2 Payment of Annual Fees in Instalments

If a member wishes to pay their annual fees in instalments, they must submit a request in writing to the Membership Co-ordinator before the annual fees are due. Payment by instalments can only be by monthly direct debit, and interest shall be payable on the unpaid balance at such rate as the Board may determine.

### 1.3 Membership cards

Members will be issued with Membership Cards which they may be asked to show on demand. If a member requires a replacement card during the year (e.g. the card is lost or stolen), the member will be charged \$10 for that replacement card.

### 1.4 Contact Details

Members must promptly notify the Membership Co-ordinator immediately upon a change of personal details. e.g. Address, phone & email address.

### 1.5 Non-active membership

If a financial member will not be using their golf membership during the following financial year, they can apply to have their membership declared "non-active" by making a request in writing to the Board prior to that new financial year commencing. An annual administration fee will apply to a non-active member, and that member may only be a non-active for a maximum of two (2) years. In accordance with the Constitution, while non-active, a member is deemed for all purposes to be not a member. However they will be allowed a maximum of four (4) rounds of golf per financial year for themselves and/or a guest in total, with a cost per round at the rate currently applying to hotel guests.

### 1.6 Resignation

A member may at any time by giving notice in writing to the Board, resign from

membership of the Club, and such resignation shall take effect from the date on which it is received by the Board. If a resignation is effective part way through a financial year, no part of the annual fees payable for that year will be refunded. If any fees remain payable at the time of the resignation, then these fees must be paid within 30 days of the effective resignation date.

1.7 Golf bookings

- (a) Members can book a game of golf through the golf club's internet site. If a member wishes to book a game more than one month in advance or is unable to book through the internet, then they need to ring the Pro Shop.
- (b) If a member has made a booking but can no longer play at that time, they must cancel that booking as soon as possible and at least 30 minutes before the tee time for that booking, either using the golf club's internet site or by telephoning the Pro Shop. If a member neglects to cancel a booking on three or more occasions during any 12-month period and doesn't show up for their game, then disciplinary action may be taken.
- (c) Players are required to report to the Pro Shop at least 15 minutes prior to the booked time. If a player is later than this, then their tee time may be altered by the Pro Shop to allow groups that were scheduled to follow them, to hit off before them. In addition, if they are playing in a competition, they will incur a 2-shot penalty.

1.8 Use of Own Golf Cart

Members who are property owners at Magenta Shores, are permitted to bring a golf cart or club approved vehicle onto the club property for the purpose of transport when playing a round of golf. The Golf Cart/ approved vehicle must be electric, be registered, and must be insured for public liability and damage to property. Evidence of this insurance must be presented annually to the Club Office where a record of sighting current insurance will be maintained.

1.9 Member Guests

Members are responsible for the behaviour and conduct of all guests they introduce to the Club and members may be subject to disciplinary action due to the actions of their guests. All guests shall be subject to the same rules and regulations as members.

## 2 Golf Course Rules

2.1 Every user of the Golf Course must abide by the Golf Course Rules, otherwise they may be asked to leave the golf course by one of the Club's Directors or staff.

2.2 Generally

The game of golf at the Club shall be played in accordance with the rules as adopted from time to time by The Royal and Ancient Golf Club of St Andrews except insofar as they are or may be modified by the body for the time being controlling the game of golf in New South Wales or the By-Laws.

2.3 Etiquette

- (a) No one should move, talk, stand close to or directly behind the ball or the hole when a player is addressing the ball or making a stroke.
- (b) Players should avoid standing or wheeling a hand buggy on the intended "line" of the putt of another player who is in the same group. Where possible, this should also include "one metre through the line" i.e. one metre past the hole on that line.

- (c) Mobile phones must be turned off while playing. If a phone needs to be left on for emergency purposes, this must be approved by the Pro Shop before the player commences playing.
- (d) No player should play until the group in front is out of range. When determining whether they are out of range, a player should assume they are going to hit a very good shot.
- (e) In the interest of all, players should play without delay.
- (f) A player who has incurred a penalty should intimate the fact to his opponent or marker as soon as possible.
- (g) Players while searching for a ball should allow other groups coming up to pass them; they should signal to the players following them to pass, and having given the signal should not continue their play until these players have passed and are out of range.
- (h) If a player hits a ball onto the fairway of another hole, then that player has to give priority to the players playing that other hole.
- (i) When the result of a hole has been determined, players should immediately leave the green and should not re-try their putts or practice putting.
- (j) It is permissible for hand buggies to be taken across the putting surface of the green.
- (k) All players using buggies must carry or have access to a sand bucket. Carts will have sand containers installed on them.
- (l) All players must repair all their divots on the fairways using sand, and must repair any plug marks on the green.
- (m) It is the responsibility of the lowest marker in any group to ensure that the above points are observed.

#### 2.4 Smoking

Smoking is not permitted on the Golf Course, practice facilities, or inside the Club's premises. The only exception are the tee boxes on the golf course, and when leaving these, a player must extinguish any butts and dispose of them into a rubbish bin.

#### 2.5 Alcohol

Players cannot take alcohol onto the golf course or the practice areas. Only alcohol purchased from the Golf Cart can be consumed on the golf course or the practice areas. The rules associated with the Responsible Service of Alcohol will be observed by all staff of the Club, and they may refuse to serve a customer if they believe that customer has drunk too much. The Golf Cart will only sell two alcoholic drinks per player each time they stop for a group.

#### 2.6 Priority of play

Priority for the use of the Golf Course shall be as follows :

First, in favour of Members who have booked the Golf Course.

- (a) Second, in favour of Hotel Guests and Guests who have booked the Golf Course in the proper manner.
- (b) Third, other persons who the Manager may permit to use the Golf Course.

#### 2.7 Group size

Groups of more than 4 players are not permitted on the course except when the competition of the day allows for a group size larger than 4. This will rarely be the case.

#### 2.8 Non-members under the age of 15 must be under the supervision of an adult at all times when they are on the golf course or any of its associated practice

areas, and cannot drive a cart or sit in the driver's seat of a cart while it is moving.

## 2.9 Dress Code

Anyone not adhering to the following dress code will not be allowed access to the golf course or any of its associated practice areas including the practice putting greens.

- (a) Golf shoes with soft spikes are preferred however sports shoes with non-gridded soles are permitted. Metal spikes are not permitted.
- (b) Not permitted are :
  - o Denim of any description - jeans, shorts, skirts, or tops
  - o Tracksuits
  - o Leisure pants including long legged cargo shorts, athletic shorts, elastic waisted or drawstring shorts.
  - o T-shirts, singlets, or swimming attire
  - o Shirts without a collar that are not shirts that have been specifically designed as bonafide golf attire. Bonafide golf attire will include turtle neck golf shirts.
  - o Clothing carrying large motifs or emblazoned advertising.
  - o Thongs, sandals, or bare feet.
- (c) Men – excluding the clothing not permitted above, men are allowed to wear the following :
  - o Socks – socks must be worn with shorts, and must be predominantly white in colour.
  - o Shorts – shorts must be tailored (see exclusions above).
  - o Slacks – slacks must be tailored.
  - o Shirts – shirts must be tucked in. See above in relation to the collar.
- (d) Women – excluding the clothing not permitted above, women are allowed to wear the following :
  - o Socks – socks must be worn with shorts, and must be predominantly white in colour.
  - o Shorts, skirts, and slacks – these must be tailored.
  - o Shirts – shirts must be tucked in unless they have a bottom band. See above in relation to the collar.

## 2.10 Slow Play

Every effort should be made to eliminate slow play which destroys the pleasure of golf. The following measures are suggested to reduce slow play:

- (a) The lowest marker in a group is responsible for the pace of the group.
- (b) It is the obligation of all players to keep up with players in front.
- (c) Players should hit off quickly from the tee.
- (d) At the tee, the "honour" should be ignored if a player is not ready to play. Through the green a player should play as soon as they reach their ball if there is no danger to other players.
- (e) In stableford and par events, players should pick up their ball when they are unable to score a point or square a hole.
- (f) During play, only a player, the partner and caddies should search for a ball. If others join the search, the following group of players must be called through immediately.
- (g) A round of 18 holes should not take longer than 4 hours 30 minutes. Groups taking more than this time may be penalised/disqualified. A two shot penalty may apply. Refer to Rule 6-7 undue delay – slow play.

- 2.11 Practice Range
- (a) Playing from the grassed area near the practice range is not permitted unless the player is having a lesson from the Club's Golf Professional.
  - (b) Practice balls are not to be used anywhere but on the practice range or on the practice greens. If a player is found to be using practice balls on the golf course, they will be given one caution before further action will be taken (see by-law on Discipline).
  - (c) Unless a player is having a lesson from the Club's Golf Professional, they must not use clubs with a slope or loft less than an 8-iron on the practice range at any time. During a lesson, the Club's Golf Professional can determine what clubs will be used for that lesson.
- 2.12 Motorised Carts
- (a) Carts can only be driven on cart paths or the closely mown portions of the fairway. They are not to be driven into the rough, including the first cut of rough.
  - (b) Carts can only be driven by someone with a driver's licence. Anyone under the age of 18 or without a driver's licence cannot drive the cart or sit in the driver's seat while it is moving.
  - (c) Every non-member who is eligible to drive a cart, must sign a cart registration form in the Pro Shop before they drive a cart.
  - (d) No cart should carry more than two (2) adults and one (1) child, where the child must be less than twelve (12) year of age. There must never be more than three (3) people in a cart.
- 2.13 Local rules
- (a) Out of Bounds
    - o Those areas beyond the course boundary fences.
    - o All buildings and surrounding paths and car parks.
    - o Those areas beyond any line of white stakes with black tops.
  - (b) Staked or Ornamental Trees

If a tree or shrub which is staked interferes with the player's stance or area of intended swing, the player must take relief as provided in Rule 24-2 (Immovable Obstructions).
  - (c) Ground Under Repair
    - o All areas defined by white stakes and/or lines. Note that the stakes are immovable obstructions.
    - o All cultivated gardens, rock gardens, and rockeries. Unless specifically marked as GUR, wood-chip or mulch plantations are integral parts of the course. The wood-chips are deemed to be loose impediments.
  - (d) Immovable Obstructions Close to the Putting Green

Rule 5 in Part B (Specimen Local Rules) in Appendix 1 of the Rules of Golf applies.
  - (e) Roads and Paths

Artificially surfaced or formed roads and paths (includes gravel and wood chip), are Immovable Obstructions. All other tracks and paths that are not predominantly surfaced are deemed to be an integral part of the course from which the ball must be played as it lies or declared unplayable (Rule 28).
  - (f) Measuring Devices

A player may obtain distance information by using a device that measures distance only. However, if during a stipulated round, a player

uses a distance measuring device that is designed to gauge or measure other conditions that may affect his play (e.g. gradient, wind speed, temperature, etc.), the player is in breach of Rule 14-3, for which the penalty is disqualification, regardless of whether any such additional functions are actually used.

#### 2.14 Care of the Course

- (a) Where a bunker has a sign indicating that entry to the bunker should always be at a certain place, then this must be obeyed. Players must not enter or leave the bunker anywhere else.
- (b) Do not walk up the face of bunkers - always leave a bunker by the way you enter it and smooth out your foot marks with the rakes provided for this purpose - leave rakes in bunkers after use.
- (c) Use care in replacing the flagstick so that the hole will not be damaged.
- (d) Carts must only be driven on cart paths and on the fairways. They are not to be driven into the rough, even the first cut of rough.
- (e) Buggies may be wheeled across the putting green. Buggies must not be taken through bunkers or on the tees.
- (f) Replace all divots and repair your lob marks on the green.
- (g) Rubbish bins are provided near many of the tees to assist in maintaining a tidy appearance. PLEASE USE. Rubbish can also be left in a cart.
- (h) Fill all divots with sand. If you run out of sand, sand is provided near many of the tees. Please refill your sand bucket or container.

2.15 Bikes, skate boards, scooters, roller blades and the like, are not allowed on any part of the golf course.

#### 2.16 Behaviour and Language

Members, guests, and visitors are reminded that behaviour and language while on Club property must be of an appropriate standard. They must not subject any other player or staff member to abuse, or unlawful discrimination or harassment. Abuse includes any form of verbal, written or physical expression, whether deliberate or reckless, which amounts to insulting, offensive, or harmful conduct. Staff are authorised to ask anyone who is considered to be behaving in an offensive manner to leave the Club's premises and the Course.

## 3 Competitions

### 3.1 Competitions

- (a) Where competition ties are not decided by a playoff, the Australian Count-back system will be used.
- (b) Members are responsible for paying all competition fees for themselves and their guests before they tee off.
- (c) Members are responsible for providing the Golf Link numbers of their guests to the Pro Shop when booking a game or at least one (1) day before the game. If the Pro Shop has not been provided with the Golf Link number of a guest by the morning of the game, then the "hit-off" time for the group including that guest may be delayed by the Pro Shop.

### 3.2 Team Events

- (a) If a competition includes a team event for 2 players, and there are only 3 players in a group, then the "swinger" will be the club member in that group who has the lowest handicap. If there are two members with this lowest handicap, then it will be the member booked in as the lowest

player number. If the group does not include a member, then it will be the player with the lowest handicap, and if there are two players with this lowest handicap, then it will be the player booked in as the lowest player number.

- (b) If a competition includes a team event for 2 players and there are 4 players in a group, then player 1 will be teamed with player 2, and player 3 will be teamed with player 4. Members need to make sure that they enter player names in the sequence they want. Teams cannot be altered on the day of competition.

### 3.3 Protests

All protests in connection with a competition or match must be delivered in writing within five (5) days to one of the Club Captains after the completion of such competition or match. They will deal with the protest as soon as possible, and in any case, immediately let the player know when an outcome is likely to be decided. Any member who feels aggrieved at any decision affecting him or her, has the right of appeal to the Board by giving notice in writing of such an appeal. The Board shall appoint a time and place for considering such appeal and shall give at least seven (7) days notice thereof to the persons concerned.

### 3.4 Handicaps

- (a) Golf Operations will ensure that score cards are processed and handicaps updated in Golf Link, normally on the day of the competition or the day following competition. Score cards that need to be sent back to a player's club who is not on Golf Link, will be posted or faxed within two (2) working days of the competition.
- (b) Golf Operations will ensure that any score cards for members received from clubs that are not using Golf Link, will be processed into Golf Link within two (2) days of such cards being received.
- (c) At the discretion of the Captains, the handicap split for internal competitions may vary from the district grades.
- (d) Handicaps should reflect the genuine playing ability of the member. The Captains may from time to time approve the alteration of a member's handicap if in their absolute discretion and having regard to the circumstances including the member's results in any form of competition, they consider the change is warranted. Some reasons for adjusting a player's handicap are consistent low individual scores combined with high team scores, a player returning after a debilitating injury, or a low handicapper consistently not returning cards.
- (e) New members without a handicap, will be allocated a Golf Australia handicap after five (5) cards have been returned. The marker for each of these cards must be the holder of a Golf Australia Handicap.

### 3.5 Penalties

- (a) In a competition, slow play may result in a penalty stroke or loss of hole at the discretion of one of the Captains.

### 3.6 Trophy Vouchers

- (a) Trophy vouchers will be available from the Pro Shop within five (5) days from when the appropriate event was held.

- (b) Trophy vouchers and other competition prizes must be collected from the Pro Shop within three (3) months of the competition they relate to. Otherwise the vouchers and/or prizes will be forfeited.
- (c) Trophy vouchers can only be redeemed in the Pro Shop, and cannot be used to purchase food or beverages. In the Pro Shop they can only be used to either purchase retail products (other than food and beverages) or pay for rounds of golf for guests.

### 3.7 Hole-In-One

A hole-in-one is only recognised by the Club when it occurs in an official competition run by the club. This does not include trial matches for pennants etc. The player who achieved the hole-in-one will be recognised by having their name added to the "Hole-in-One Honour Board" and will receive an appropriate mounted ball from the Club.

### 3.8 Hotel Guests playing in Competitions

- (a) As per the Constitution, Hotel Guests are allowed to play in a competition. To do so they must have an official AGU or R&A handicap.
- (b) If a particular competition only includes members or possibly member's guests, then Hotel Guests will not be able to play in these competitions. An example is the Club Championships.
- (c) If a Hotel Guest wishes to book a tee time during a competition, then they can only book for a maximum of 4 players.
- (d) Prior to 2 days before a competition, the maximum number of tee times available to Hotel Guests for that competition, will be 16 (equivalent to 4 time slots).
- (e) From 2 days before a competition, Hotel Guests can book any available tee times.

## 4 Discipline and Complaints

4.1 At an operational level, the General Manager of the Resort, the Golf Operations Manager, the Golf Professional, the Captains, a Club Director, or the Course Marshall can issue cautions to a player who is not observing the Rules of the Golf Course. If a player has to be cautioned twice on the one day for the same offence, or has to be cautioned three (3) times in total, they will be asked to leave the course. If that player is a member, then a written incident report will be submitted to the Board, and the Board will deal with the matter appropriately.

### 4.2 Complaints

All complaints from members or non-members must be made in writing to the Board.

### 4.3 Discipline of Members

When an incident report or complaint is submitted to the Board in writing in relation to a particular member, and where the Board considers that the member has a prima facie case to answer, the member will be asked to appear before a meeting of the Board at a date not earlier than fourteen (14) clear days from the date of the letter asking them to attend. Clause 11.3 of the Constitution outlines the discipline rules, however the procedure is as follows.

- (a) The letter will clearly set out the issue.
- (b) The member may tender a written submission prior to the meeting, but except in exceptional circumstances, will not be a substitute for personal attendance at the meeting.
- (c) A member's legal representative cannot attend the meeting. However the member may call witnesses on their behalf.

- (d) At the meeting, the Board will provide the member with every opportunity to present their version of events and to outline any mitigating circumstances.
- (e) The Board will consider the evidence and where possible provide a decision to the member on the day of the meeting. This decision will be confirmed in writing.
- (f) Penalties include admonishment, suspension from representative teams, suspension of membership, or expulsion from the Club. The penalty imposed will be dependent on the nature of the incident and the discipline record of the member. Expulsion is a last resort and will not be imposed lightly.
- (g) Subsequent to the penalty being imposed, the Board may reconsider the matter if new evidence arises or if submissions are made to it about the penalty imposed.

Please note that a member may also be disciplined for the actions of their guest.

#### 4.4 Discipline of Non-members

A non-member will be asked to leave the course and the Club's premises if they contravene the Rules of the Golf Course. If the issue is considered sufficiently serious, then a written incident report can be submitted to the Board asking that the non-member be banned from playing at the Club for a period of time. The Board will consider this at its next Board meeting. If a ban is put into place and the non-member can be contacted, then the decision will be confirmed in writing to the appropriate non-member.

## 5 Guests

- 5.1 Members are responsible for the behaviour and conduct of all guests they introduce to the Club. All guests shall be subject to the same rules and regulations as members, and members may be disciplined for the actions of their guest.
- 5.2 A non-member can only play at the Club a maximum of six (6) times in any single financial year.
- 5.3 Residential Family Member Guests
 

Under the Constitution, a Family Member Guest (see constitution for a definition) may use the golf course whilst occupying the dwelling at Magenta Shores owned by the inviting member, even when that inviting member is not present. The following procedures apply to this.

  - (a) The member must pre-purchase a book of 10 guest games vouchers. The cost of a book will be 10 times the current week-day member's guest rate. The vouchers expire at midnight on June 30 in the financial year in which they were purchased. Additional books of vouchers can be purchased as required.
  - (b) Each Residential Guest voucher will show the inviting member's name, voucher number, and expiry date.
  - (c) To play golf, a Family Member Guest must use a pre-paid Residential Guest voucher. No other form of payment for the golf game is acceptable. If the player requires a cart, this can be paid for on the day of the game.
  - (d) At least 5 days before the Family Member Guest wishes to play golf, the inviting member must send an email, fax, or letter to Golf Operations giving details. These details must include the name of the Family Member Guest, the relationship of that Guest to the inviting member, the Golfink number of the Guest if they have one, and the dates when that

Guest will be staying in their dwelling. The contact details for Golf Operations are in section 6 of these By-laws.

- (e) If a Family Member Guest has a Golflink number, they can play in any competitions that a member's guest can play in.
- (f) Once the inviting member has sent the details mentioned above to Golf Operations, the inviting member or the Family Member Guest can book tee times by contacting the Pro Shop and quoting the voucher number.
- (g) If a Family Member Guest doesn't show up for a booked tee time or cancels within 30 minutes of that tee time, then the voucher is forfeited.
- (h) If it is found that someone purporting to be a Family Member Guest does not satisfy the criteria as laid out in the Constitution (e.g. not staying in the dwelling, not a relative as defined), then the inviting member will be disciplined by the Board. This may include suspension from the club or not allowing that inviting member to have Family Member Guests for a period of time.

#### 5.4 Member Guest Vouchers

Members are allowed to pre-purchase books of 10 guest games vouchers, to be used when they invite guests to play with them. The cost of a book will be 10 times the current week-day member's guest rate. The vouchers expire 12 months after the purchase date. Each voucher will show the member's name, voucher number, and expiry date. Guest game vouchers cannot be used unless the guest is playing with the member.

#### 5.5 Hotel Guests

Hotel Guests playing in competitions is covered in section 3 above. Except during competitions, Hotel Guests are able to play in any available tee time with the exception of Sunday mornings and public holidays for which the following rules apply.

- (a) If a Hotel Guest wishes to book a tee time, then they can only book for a maximum of 4 players.
- (b) Prior to 2 days before a competition, the maximum number of tee times available to Hotel Guests for that competition, will be 16 (equivalent to 4 time slots).
- (c) From 2 days before a competition, Hotel Guests can book any available tee times.

#### 5.6 Employee Guests

Employees of the Club or Mirvac at Magenta Shores, who are not members of the Club, can play the golf course at no charge as Mirvac Guests under the following conditions.

- (a) The times available for them to play are at the discretion of the Golf Operations Manager.
- (b) They can play in competitions if they have an AGU handicap at another club and there are tee times available.

## 6 Administration

- 6.1 No notice, publication, or document shall be posted, suspended or otherwise displayed within the Club's premises or its precincts without the sanction of one of the following - the Board, the Manager of Golf Course Operations, or one of the Club Captains.
- 6.2 For the purpose of clarification, the following procedures apply to Corporate Golf Days as defined in the Constitution.

- (a) The booking must be made in the name of a Company, with the purpose of promoting the business, entertaining staff, or promoting a charitable cause. "Company" includes registered golf clubs or registered charities.
  - (b) The Company must confirm in writing that the golf day is a golf day for them.
  - (c) The Company will be liable to pay all expenses incurred in relation to the golf day, including payment for any damage to the golf club's property other than normal wear and tear, caused by players in their golf day.
- 6.3 The contact details for Golf Operations are as follows.
- |                 |                         |
|-----------------|-------------------------|
| Email address : | golf@magentagolf.com.au |
| Phone :         | 02 4352 8145            |
| Facsimile :     | 02 4352 8197            |

## **7 Pacific Club Member**

- 7.1 Under the Constitution, a golf club member who does not own a dwelling at Magenta Shores, cannot be a Club Magenta Member unless they are a Mirvac Guest or Hotel Guest. To enable all golf club members to have access to the tennis courts, swimming pools, steam room, gymnasium, and barbeque facilities, the golf club has established the Pacific Club.
- 7.2 To join the Pacific Club as an Individual, a member must pay an annual fee to the Club. A Family membership of Pacific Club will allow the member plus one other nominated person ("nominee"), to use the facilities of Pacific Club. The annual fee for both Individual Members and Family Members of Pacific Club will be set by the Board.
- 7.3 The annual fee for a Family membership of Pacific Club will not be less than the Club Magenta licence fee paid by owners of property at Magenta Shores. The annual fee for an Individual membership of Pacific Club will not be less than 50% of that for Family membership.
- 7.4 The name of the nominee in a Family membership of Pacific Club can only be altered once in any financial period.
- 7.5 Social events will also be organised for members of Pacific Club, and will usually be combined with the social events organised for members of Club Magenta.