
Pambula Merimbula Golf Club

BY-LAWS

Approved March 2015

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1. FULL GOLFING MEMBERSHIP RIGHTS AND LIMITATIONS

- 1.2 Upon making application for entrance to the Club as a Full Golfing member, Pro Rata payment for 6 months payment may be applied from halfway through the year.

2. COUNTRY GOLFING MEMBERSHIP RIGHTS AND LIMITATIONS

- 2.1 Pursuant to 11 (c) (ii) of the Articles of Association, Country Members shall have seven days access to the golf course.

3. RESTRICTED GOLFING MEMBERSHIP RIGHTS AND LIMITATIONS

- 3.1 Pursuant to 11 (e) (i) of the Articles of Association, the maximum number of Recreational Golfing Members shall not exceed thirty (30) at any one time
- 3.2 Pursuant to 11 (e) (ii) Restricted Golfing Members have access to the course five days a week excluding Tuesdays and Saturdays.
- 3.3 As of 24th November 2014, this Category is closed to new applications.

3.4 As of 30th March 2015 this Category is closed to new applications.

4. RECREATIONAL GOLFING MEMBERSHIP RIGHTS AND LIMITATIONS

4.1 Pursuant to 11 (f) (i) of the Articles of Association, the maximum number of Recreational Golfing Members shall not exceed forty (40) at any one time.

4.2 Applications for transfer to Recreational Golfing Membership will be considered annually at the April/May monthly meetings of Board, allowing time for the Board's decision to be reflected in Subscription Notices for the following financial year. All applications for transfer received during the year will be referred to the April/May Board Meetings.

4.3 Pursuant to 11 (f) (iii) of the Articles of Association, Recreational Golfing Members who choose to enter into a Club Competition will be required to pay \$27 for an eighteen (18) hole competition, and \$15 for a nine (9) hole competition. Competition Fees shall be subject to change at the discretion of the Board of Directors.

4.4 The following golf competition restrictions will apply to Recreational Golfing Members:-

- (i) Not able to win any Honour Board events, or Monthly Medals.
- (ii) Will not be considered for selection to represent the Club in Pennants or any other event where a selection process is held.

4.5 As of 24th November 2014, this Category is closed to new applications.

5. INTERMEDIATE MEMBERSHIP RIGHTS AND LIMITATIONS

5.1 As of 24th November 2014, this Category is closed to new applications.

6. PLAYING RIGHTS MEMBERSHIP RIGHTS AND LIMITATIONS

6.1 Pursuant to 11 (g) (i) of the Articles of Association, Playing Rights Members shall have seven day access to the golf course.

7. JUNIOR MEMBERSHIP RIGHTS AND LIMITATIONS

6.1 Pursuant to 11 (h) (vi) of the Articles of Association, Junior Members shall have seven day access to the golf course.

8. JUNIOR COUNTRY MEMBERSHIP RIGHTS AND LIMITATIONS

7.1 Pursuant to 11 (i) (viii) of the Articles of Association, Junior Country Members shall have seven day access to the golf course.

9. CADET MEMBERSHIP RIGHTS AND LIMITATIONS

8.1 Pursuant to 11 (j) (v) of the Articles of Association, Cadet Members shall have seven day access to the golf course.

10. STAFF MEMBERSHIP RIGHTS AND LIMITATIONS

- 10.1 Pursuant to 11 (l) (B) of the Articles of Association, employees eligible to be considered for Staff Membership are defined as:
- a) Permanent Employees
 - b) Part Time Employees (Casual employees do not qualify for Staff Membership)
- 10.2 Staff Membership Subscriptions are to be defined as the minimum subscription fee under the Registered Clubs Act, plus any affiliation fees or other fees incurred by Full Playing Members.

11. MOTORISED GOLF VEHICLES

- 11.1 Definitions:
- (i) Motorised Golf Vehicles (MGV) are to be defined as any motorised vehicle approved by Management or the Board for use in transporting players around the golf course grounds.
 - (ii) The MGV Owner is defined as the person who purchased and owns the MGV. The MGV Owner may be more than one person, but no more than two.
 - (iii) All MGV owners must be approved, and sign a Deed of Release, and abide by all By-Laws.
 - (iv) The golf course grounds shall include all golf course playing and practise areas, all car parking areas and surrounds of the course.
 - (v) Motor Vehicles are to be defined as a mode of transport for example a car, utility vehicle, motorbike, bus, van or other regular mode of transport on State or Territory of Australia Roads, whether registered or not.
- 11.2 Members and MGV Owner/s must:
- (i) Make Application and sign the PMGC Deed of Release prior to using their MGV on the course.
 - (ii) Provide a copy of Insurances for potential damages sustained using the MGV, both upon initial Application, and upon renewal every year the MGV is used on the golf course grounds.
- 11.3 MGV Owners, both new applicants and current Owners, may be required to have their MGV, and associated charger if applicable, inspected by the Club's mechanic to ensure the MGV and charger are in good mechanical shape and will not damage the golf course, or Club equipment in any way. Should an MGV or charger be found to be faulty or potentially damage the course, then the Club has the right to restrict access to the facilities provided until the MGV or charger is repaired.
- 11.4 MGV's are to be used only by the Owner/s and not lent to other members or visitors. The Club will consider requests to allow the use of the MGV by immediate family who are Club members and who are prepared to complete a Deed of Release. This is to ensure that the Club honours the current contract with the Club Professional, and conditions in relation to the Professionals hire of motorised carts on the golf course, as set out by the PGA.
- 11.5 The Club has the right to charge an Access Charge to the course for wear and tear to the course and cart paths. The following structure for charges is as follows:

- (i) One individual with their MGV attracts One Access Charge;
 - (ii) A couple/defacto with their MGV attracts Once Access Charge;
 - (iii) Two Non Family Members with one MGV attracts Two Access Charges;
 - (iv) Two couples with one MGV attracts Two Access Charges.
- 11.6 At the Owner's discretion, MGV's may be lent to the Club professional during high season or major tournament times. Should MGV Owners choose to do this, then it is a separate transaction, and the Club shall deem the Cart to be a part of the Professionals fleet, and all regular conditions in relation to a visitor hiring a cart from the Professional, will be adhered to.
- 11.7 At the Clubs' discretion, visitors may bring their own MGV to use at PMGC golf course if
- (i) Upon approval of Management or Pro Shop
 - (ii) Upon signing of the PMGC Deed of Release and Indemnity for MGV
 - (iii) Upon Proof of Current Insurances for potential damages sustained using the MGV
 - (iv) On payment of a course access fee, where appropriate, as determined by the Board or Management, from time to time.
- 11.8 The Club has sole discretion as to usage of the MGV on the course as regards to adverse weather conditions, etc. Decisions on this issue are the responsibility of the General Manager, Club Captain, Course Superintendant or Club Professional.
- 11.9 The MGV should not carry any advertising other than the manufacturer's standard badging.
- 11.10 Members entitled to park in the Cart Shed Car Park are not to enter the adjacent Greens Shed area or facilities, without the prior approval of the General Manager.
- 11.11 The Club has two different Cart Sheds available for Members to store their MGV's one for Petrol MGV's another for Electric MGV's.
- 11.11.1 Owners store their MGV's at their own risk, and it is the member's responsibility as the MGV Owner to insure the MGV for potential loss or damage whilst storing the MGV, should they so wish. This is separate to Insurances required for damages caused by the cart on the golf course grounds referred to in item 3.2 (ii)
 - 11.11.2 Members are reminded that they are responsible for the security of the MGV and that the MGV is locked, without the ignition key in the MGV, when not in use, and the key is not to be left in the Cart Sheds.
 - 11.11.3 PMGC reserves the right to charge members for the privilege of housing their MGV at the Club.
 - 11.11.4 Members, excluding Social and Country Members, may apply for the opportunity to house their MGV on the premises at the Club, and each Cart Shed has its own application and wait list if there are no vacancies available.
 - 11.11.5 If an MGV owner has their MGV stored in one of the Cart Sheds, and sells/transfers their MGV to another member, the previous owners allocation of a Cart Shed space does not transfer with the sale/transfer, in part or in full of the MGV ownership, and the spare Cart Shed allocation returns to the Club for reallocation as per the wait list, or next applicant.

- 11.11.6 Members will be provided with a key or access code to the Cart Sheds, and it is their responsibility to lock the Sheds after each access, in accordance with instructions posted at the Cart Sheds.
- 11.12 Members may make application to house their MGV in the cart sheds either in writing or via the office. Should there be no places available, then the members name will be placed upon a wait list if requested.
- 11.13 Any change/addition to ownership of an MGV will be treated as a new ownership, and for the purposes of the waitlist and MGV storage will be treated as a new application, with all rights to MGV storage and/or priority on a waitlist forfeited.
- 11.14 Approval for a member to house their MGV in either of the Cart Sheds does not automatically provide approval for members to park their motor vehicle in the Cart Shed Car Park and members are required to park their motor vehicles in the Club's regular car park, with the following exceptions:
- 11.14.1 Application for permission to park adjacent to the Cart Sheds will only be considered for those members with RTA Mobility Parking Scheme Permits. Application may also be made because of restrictive medical conditions, and the Club requires that applicants provide evidence from their physician in this regard.
 - 11.14.2 Use of approved Parking Permits for the Cart Shed Car Park only applies to the member who has been approved and is not transferable.
 - 11.14.3 The Club may issue Parking Permits for the Car Park for restricted days due to limited availability of car spaces in the Cart Shed Car Park.