



Pambula Merimbula Golf Club

BY-LAWS

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1. INTRODUCTION

- 1.1 The Board of Directors (hereafter the Board) has the power, under article 40(b), to make By-Laws “not inconsistent” with the Memorandum and Articles of Association of the Pambula-Merimbula Golf Club.
- 1.2 Any By-Law shall come into force and have the full authority of a By-Law of the Club upon being posted on the Club’s Notice Board.

2. MEMBERSHIP OFFERS

- 2.1 At the discretion of the Board, pro-rata or special membership offers may be made to encourage potential golfing members to join the Club, or to transfer between membership categories.

3. COUNTRY GOLFING MEMBERSHIP RIGHTS AND LIMITATIONS

- 3.1 Pursuant to 11 (c) (ii) of the Articles of Association, Country Golfing members shall have seven-day access to the golf course.

4. RESTRICTED GOLFING MEMBERSHIP RIGHTS AND LIMITATIONS

- 4.1 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.
- 4.2 Pursuant to 11 (e) (ii) Restricted Golfing members have access to the course five days a week excluding Tuesdays and Saturdays.
- 4.3 Pursuant to 11 (e) (iii) Restricted Golfing members who choose to play on the golf course on a Tuesday or Saturday will be required to pay the applicable green fee, and competition fee if participating in a competition, as set by the Board. Fees are subject to change at the discretion of the Board.
- 4.4 As at 24th November 2014 this Category is closed to new members and to current members wishing to transfer to this category.

5. RECREATIONAL GOLFING MEMBERSHIP RIGHTS AND LIMITATIONS

- 5.1 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.
- 5.2 Pursuant to 11 (f) (iii) of the Articles of Association, Recreational Golfing members who choose to play on the golf course on a Saturday, Sunday, or public holiday, or in any competition on any day of the week, will be required to pay the applicable green fee, and competition fee if participating in a competition, as set by the Board. Fees are subject to change at the discretion of the Board.
- 5.3 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.
- 5.4 As at 24th November 2014 this Category is closed to new members and to current members wishing to transfer to this category.

6. INTERMEDIATE MEMBERSHIP RIGHTS AND LIMITATIONS

- 6.1 On 1st September 2017 this category was re-opened to new members and to current members wishing to transfer to this category.

7. PLAYING RIGHTS MEMBERSHIP RIGHTS AND LIMITATIONS

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

8. JUNIOR MEMBERSHIP RIGHTS AND LIMITATIONS

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

9. CADET MEMBERSHIP RIGHTS AND LIMITATIONS

- 9.1 Pursuant to 11 (i) (vi) 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 (k) (i) 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 Golfing members.

11. MOTORISED GOLF VEHICLES

11.1 Definitions:

- (i) Motorised Golf Vehicles (MGV) are defined as any motorised (petrol or battery) vehicle approved by Management or the Board for use in transporting players around the golf course grounds. This includes single and dual seat golf carts, 3 or 4-wheel golf carts and golf skate caddy type vehicles.
- (ii) The MGV Owner is defined as the person who purchased and owns the MGV, and may be more than one person but no more than two.
- (iii) The golf course grounds shall include all golf course playing and practice areas, all car parking areas and surrounds of the course.
- (iv) Motor Vehicles are 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 All MGV Owner(s) must:

- (i) Make application and be approved to use their MGV on the golf course grounds, and
- (ii) sign the PMGC Deed of Release prior to using their MGV on the course, and
- (iii) 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 at their

expense, to ensure the MGV and charger are in good mechanical order and will not damage the golf course, or Club equipment in any way. Should a MGV or charger be found to be faulty or potentially damaging, then the Club has the right to restrict access to the facilities provided until the MGV or charger is repaired.

- 11.4 MGVs 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 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 Professional's hire of motorised carts on the golf course.
- 11.5 At the Owner's discretion, MGVs 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 Professional's fleet, and all regular conditions in relation to a visitor hiring a cart from the Professional, will be adhered to.
- 11.6 The Club has sole discretion as to usage of the MGV on the course with regard to weather conditions, etc. Such decisions are the responsibility of the General Manager, Club Captain, Course Superintendent or Club Professional.
- 11.7 The MGV should not carry any advertising other than the manufacturer's standard badging.
- 11.8 The Club has the right to charge members an Access Fee for wear and tear to the course and cart paths by MGVs. Fees are as determined by the Board and are subject to change. The charging structure is as follows:
 - (i) One individual with their MGV attracts one Access Fee;
 - (ii) A couple/defacto with their MGV attracts one Access Fee;
 - (iii) Two Non-family members with one MGV attract two Access Fees;
 - (iv) Two couples with one MGV attract two Access Fees.
- 11.9 At the Club's discretion, visitors may bring their own MGV to use at PMGC golf course:
 - (i) Upon approval of fees or Pro Shop, and
 - (ii) upon signing the PMGC Deed of Release and Indemnity for the MGV, and
 - (iii) upon providing proof of current insurances for potential damages sustained using the MGV, and
 - (iv) on payment of a course access fee, where appropriate. Fees are as determined by the Board and are subject to change.

12. MGV STORAGE/ACCESS

- 12.1 The Club has two cart sheds available for members to store their MGV; a petrol cart shed and an electric cart shed.
- 12.2 Members in the following membership categories may apply to store and access their MGV in either of the sheds - Life, Full, Senior, Playing Rights, Intermediate, Restricted, Recreational, Staff, and Honorary members.
 - (i) Members may make application to house their MGV in a cart shed either in writing or via the Office.
 - (ii) Should there be no places available, then the member's name will be placed on a wait list if requested. Each cart shed has its own application and wait list.

- 12.3 If an MGV Owner has their MGV stored in one of the cart sheds, and sells/transfers their MGV to another member, the previous owner's allocation of a cart shed space does NOT transfer with the part or full sale/transfer. The cart shed space returns to the Club for re-allocation as per the next applicant.
- 12.4 Any change/addition to ownership of an MGV will be treated as a new ownership and will require a new application. Any previous rights to MGV storage and/or priority on a wait list are forfeited.
- 12.5 Members will be provided with a key or access code to the cart sheds, and it is their responsibility to lock the shed after each access, in accordance with instructions posted at the cart sheds.
- 12.6 Owners store their MGV at their own risk, and it is the owner's responsibility 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 at 11.2 (iii) above.
- 12.7 Members are reminded that they are responsible for the security of the MGV; it should be locked when not in use and without the ignition key left in the MGV. The key is not to be left in the cart shed.
- 12.8 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:
- (i) Application for permission to park adjacent to the cart sheds will be considered for members with RTA Mobility Parking Scheme Permits.
 - (ii) Application may also be made because of restrictive medical conditions. The Club requires that applicants provide supporting evidence from their physician.
 - (iii) The Club may issue Parking Permits for restricted days due to limited availability of car spaces in the Cart Shed Car Park.
- 12.9 Use of approved Parking Permits for the Cart Shed Car Park only applies to the member who has been approved and is not transferable.
- 12.10 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 or Course Superintendent.
- 12.11 PMGC reserves the right to charge members for the privilege of housing their MGV at the Club. Fees are as determined by the Board and are subject to change.

13. BUGGY ROOM STORAGE/ACCESS

- 13.1 Members in the following membership categories may apply to store and access their hand-held buggies in the Buggy Room - Life, Full, Senior, Playing Rights, Intermediate, Restricted, Recreational, Junior, Cadet, Staff, and Honorary members.
- 13.2 The Club may have a waitlist for access to the Buggy Room should there be no places available. Any member applying when there is no availability will be placed on the waitlist with the date of their application and chosen area of access (Top or Ground)

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- 13.3 The Club charges fees for the use of the Buggy Room. Fees are as determined by the Board and are subject to change.

 - 13.4 From time to time for major events and otherwise, the Club may make storage available to visitors and other categories of membership, that shall be separate to the Buggy Room and Cart Sheds. There may be fees levied for such storage. Fees are as determined by the Board and are subject to change.

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