

Regulations for the Copperclub Golf and Community Association

DEFINITIONS

"Act" refers to the Associations Corporations Act 1985.

"Club" refers to the Association, its Board, and any employee or Authorised person, as such clauses require.

1. These Regulations are to be read in conjunction with the Club's Constitution.

2. POWERS OF THE BOARD

Subject to **clause 13** of the Constitution,

- 2.1 the Board shall have the powers to manage the Club and in particular may;
- (a) exercise such administrative powers as are necessary to ensure the smooth operation of the Club;
 - (b) engage, control and dismiss employees;
 - (c) make, repeal and amend the Regulations;
 - (d) exercise disciplinary powers on Members as provided by the Regulations;
 - (e) obtain and maintain the Club's liquor licence;
 - (f) maintain adequate insurance over the assets of the Club;
 - (g) conform with Work Health and Safety legislation;
 - (h) maintain a separate Common Seal Register and each use of the Common Seal shall be recorded therein.
 - (i) create portfolios to cover the various aspects of the administration of the affairs of the Club;
 - (j) allocate to one or more Board Members the responsibility for the management and supervision of each portfolio. Such Board Member shall report to the Board on all relevant matters as and when required.
 - (k) form appropriate Sub-Committees;
 - (l) mortgage, charge or pledge the assets of the Club provided that the principal amount borrowed shall not at any time exceed an amount equal to 35% of the Club's income in the current year.

- 2.2 the Board shall not have the power to;
- (a) pledge the credit of any member of the Club;
 - (b) do anything which may result in any member of the Club becoming personally liable for any sum of money; or
 - (c) make any major alterations to the course, grounds or clubhouse, subject to the Council Lease, without the proposed changes being exhibited on the Club's notice board for one (1) calendar month before commencement of such alterations;
 - (d) mortgage, charge or pledge the assets of the Club without prior approval having been given at a General Meeting except as permitted in clause 2.1(1).

2.3 Portfolios & Sub-committees

The Board shall create portfolios and sub – committees as it deems appropriate and may delegate to nominated persons, any of the functions within those portfolios as required.

Subject to the Constitution and these Regulations, the Board will appoint at least one of its members to each portfolio and/or sub – committee and have the right to appoint anyone of suitable experience to each portfolios as they see fit.

Portfolios & sub-committees will report to the Board on a regular basis, with the Board having total authority over all decisions.

3. CHANGES TO THE REGULATIONS

The Board shall have the power to make, repeal and amend the regulations subject to;

- and
- (a) the Act, the Constitution of this Association, and the Rules of Golf;
 - (b) notice to members of such changes by posting such changes on the Club's notice board for a period of one (1) week before such changes will be adopted;

4. MEMBERS

Having regard to the Act., confidentiality considerations and privacy laws, a Members Register will be created.

The members of the Club shall consist of;

- (a) Life Member
- (b) Individual Members

- (c) Junior Members
- (d) any other category of membership the Board duly creates for the Club subject to clause 5.1 of the Constitution.
- (e) any person seeking to become a Member of the Club shall lodge an application as set out in clause 6.1 of the Constitution and shall agree to be bound by the Constitution and Regulations of the Club in force from time to time.
- (f) Persons who were deemed Members with the arrangement with Quickview Pty Ltd (Receivers and Managers appointed) (in Liquidation) shall be deemed to be members of this Association subject to the obligations imposed on them by the Constitution of this Association.

5. MEMBERSHIP CATEGORIES

The Board shall create different categories of membership to accommodate the varying requirements of golfers.

The Board may in its absolute discretion, allocate such obligations and benefits to each class of membership referred to herein as it deems appropriate.

- 5.1 (a) Copper; full access to all facilities, Golflink H/C management, and voting rights, plus discounts as offered by the Club from time to time;
- (b) Family Copper; rights as per 5.1 (a), shall consist of two partners and or one (1) or more of their children/grandchildren under 18 yrs of age;
For clarity, partner means, subject to the approval by the Board, a married couple, a de facto couple or a same sex couple cohabitating.
- (c) 5-Day; rights as per 5.1 (a), except restricted access to the golf course, Monday to Friday only.
- (d) Junior; full access to all facilities (except bar area), Golflink H/C management, plus discounts as offered by the club from time to time.
Note: no voting rights;
- (e) Social/ Community Membership; Access to Clubhouse and Associated facilities only (no golf), plus discounts as offered by the Club from time to time;
Note: no voting rights.
- (f) Other categories of membership may be created by the Board from time to time.

5.2 Transfer of member categories.

A membership can be upgraded to another category during the current year but cannot be downgraded until the annual membership fees are due for the next renewal.

5.3 Entrance Fee

- (a) The Entrance Fee is a once off fee payable by a person who makes an application to become a Member of the Club;
- (b) The Board has the right to waive the Entrance Fee from time to time;

5.4 Green Fee

- (a) Green fees are payable by non-members before commencing play.
- (b) Green fees are set by the Board and can be varied from time to time.

5.5 Annual Fee

The Board shall fix the fees for all categories of membership on an annual basis for the period commencing 1st July in one year and ending on the 30th June in the following year.

The Board shall invoice each Member on the 1st June each year with the fees payable by each Member. Such fees are due and payable by the 1st July in that year. Any Member who has not paid the fees due by the due date, will be notified and given 14 days grace to pay the due fees. Any Member, who has not paid the fees after this period shall be deemed a Non Member and not be eligible to the benefits of Membership or any applicable discounts. This provision does not prevent the person using the facilities as a Non Member upon payment of the applicable Fees. The Board shall fix the fees to be paid by Non Members, for the use of the facilities of the Association.

6 CONDUCT OF MEMBERS

6.1 Each Member must comply with the Constitution and Regulations.

6.2 No Member may conduct money-raising activities in the Golf Club Facilities or on the Golf Course without holding all appropriate permits and approvals, and without the prior written approval of the Board.

6.3 Each Member must:

- (a) carry their membership identification with them at all times while using the Golf Course and Golf Course Facilities;
- (b) show their membership identification to the Club staff, or such other persons as shall be authorised by the Board, when requested to do so;

- (c) not allow their *membership* identification to be used by any other person; and
- (d) notify the Club immediately if *their membership* identification is lost, stolen or destroyed.

Discipline

6.4.1 No Member shall;

- (a) infringe any Clause of the Constitution or Regulations or suffer or permit themselves to be a party to, or take part in any transaction involving a breach of the same;
- (b) commit or attempt to commit any breach of the licensing laws or otherwise do anything which may jeopardise or adversely affect the Club's liquor license;
- (c) induce or attempt to induce any employee of the Club to commit any such breach or do any such thing;
- (d) fail to abide by any decision or direction of the Board; or
- (e) be guilty, whether on or off the Club premises, of conduct not befitting a member of the Club, or detrimental to the interests of the Club

6.4.2 Where any matter referred to in Clause 10 of the Constitution or 6.4.1 above is brought to the attention of the Board, it shall investigate the allegations, determine an outcome and if proven, arrange a meeting with the member involved to resolve the allegation and if in the opinion of the Board there is grounds for discipline it may impose a penalty of;

- (a) Counseling;
- (b) Expel such member;
- (c) Ask them to tender their resignation;
- (d) Suspend them for such period or until such event as it determines;
- (e) Impose a fine it determines appropriate;
- (f) Caution or censure them;

6.4.3 Grievance Procedure

- (a) All official grievances relating to Clause 28 of the Constitution must be in writing and addressed to the Board.
- (b) For the purposes of affecting a meeting under Clause 28 (b) of the Constitution, the Board may appoint a Director to be an arbitrator at the meeting.
- (c) In the event that the grievance is not able to be resolved, the Board should refer the matter to Golf SA or the appropriate authority.

6.5 Liability

- (a) Each Member uses the Golf Course and Golf Club Facilities at the Member's own risk. The Club and the Board are not liable to Members or their Guests for damage to or loss of any property, or injury to persons.
- (b) Each Member indemnifies the Club and the Board against any loss of or damage to any property or injury to persons caused or contributed to by the Member or their Guests while using the Golf Course and Golf Club.

6.6 Dress Code

Dress code on the course and in club rooms is neat casual at all times. Enclosed shoes required at all times on course, either golf specific or flat soled sand shoes.

6.7 Golf Carts

Only vehicles designed exclusively for golf may be used on the course. Refer to Clause 9 of the Regulations for golf cart rules.

6.8 Conduct of Member's Guests

- (a) Members may invite Guests to use the Golf Course and Golf Club Facilities. Members must accompany their Guests at all times and are responsible for their conduct and dress. Members must ensure their Guests obey the Rules. Guests are required to pay the approved green fee.
- (b) The Board, or any appointed officer may at any time deny a Guest privileges when it is in the best interest of Members.

6.9 Children

Children under 14 years of age are permitted to use the Golf Course and Golf Club Facilities if accompanied and supervised by an adult. Children under the

lawful drinking age are not permitted in the bar area unless accompanied by an adult.

7 OPERATING HOURS

- (a) The hours of operation will be established by the Board. The Board has the right to vary these hours and to close the Golf Course and other facilities to Members for tournaments, special events and scheduled maintenance and repairs.
- (b) The Club Facilities are open at the times displayed at the Club premises but may be varied as and when the Board deems appropriate.

7.1 Responsible Serving of Alcohol

- (a) The Club may cease serving alcohol to any patron of the Golf Course or Golf Course Facilities.
- (b) Members acknowledge that the Club must enforce the conditions of the Liquor Licence.

7.2 Smoking Policy

- (a) The Golf Course, Golf Course Facilities and the Club abide by the laws and regulations as to smoking in force in South Australia. Members are required to comply with such laws and regulations. Cigarette butts are not to be left on the golf course. Members can obtain details of the laws and regulations including which areas are smoking and which areas are non-smoking from the Club.

7.3 Work Health and Safety Policy

The Club will comply with safe working practices consistent with the SA Work Health and Safety Act 2012. Procedures to prevent injury to staff from golf balls are as follows;

- (a) golfers MUST wait for any vehicle or mower to pass out of range before playing their shots;
- (b) in all other situations before playing a shot, golfers MUST receive acknowledgement from grounds-staff who are in range.

Failure to comply with the above procedures could result in prosecution under the SA Work Health and Safety Act 2012

7.4 Parking

Members and Guests must park their motor vehicles in accordance with the parking regulations specified by the Board. Members park their motor vehicles in any area provided by the Club at their own risk without any recourse to the Club or the Board.

8. GOLF COURSE RULES AND ETIQUETTE

8.1 Tee Times

- (a) Members should book tee times in advance.
- (b) The Club reserves the right to change a Member's tee times.

8.2 Guests

Guests must pay any fees as set out in the Fee Schedule. A Member is restricted to introducing a maximum of three (3) Guests at any one time to use the Golf Course, unless prior permission has been obtained from the Club.

8.3 Handicaps

- (a) The Club will maintain handicaps for Members who are eligible under the Regulations.
- (b) All handicaps are maintained in accordance with Golf Australia and Golf Link guidelines. For Members without a handicap, three 18-hole scorecards from the Copperclub must be submitted to the Club. The scorecards must be dated, signed by the player and countersigned by their playing partner, if the Club is satisfied the guidelines have been met it will then issue the Member with an Australian Handicap.

8.4 Registration

- (a) All players must register within hours of operation of the golf shop prior to play.
- (b) The Club may allocate tee times to other players where the player has not registered a minimum of 15 minutes before the scheduled tee time.

8.5 Starting

Play is to start from the first tee, unless otherwise authorised by the Club.

8.6 Playing Numbers

No more than 4 players can play a round of golf as a group, unless authorised by the Club.

8.7 Practice

When practicing, players are to use the designated practice facilities only. The playing of two (2) balls from any tee, green or fairway will only be tolerated at any other time providing it does not interfere, hinder or delay the play of other Members or Guests on the course. Failure to obey these Regulations may result in disciplinary action.

8.8 Competitions

The Club may organise a variety of social and competitive events to cater for the range of golfing skills of Members.

8.9 Equipment

- (a) All players must have a set of clubs and bag and must wear the appropriate footwear, preferably shoes designed specifically for golf with rubber soles or "soft" spikes. No metal spikes allowed.
- (b) Hire equipment is available through the golf shop.

8.10 Pace of Play

All members are requested to observe the etiquette of Golf at all times by complying with the guidelines for pace of play as per the "Rules of Golf as approved by R&A Rules Ltd and The United States Golf Administration

8.11 Personal Property

Members shall be responsible for their personal property. The Club is not liable for lost or stolen property.

8.12 Consideration for Other Players

- (a) members should be ready to hit off the first tee at their given tee time;
- (b) members should move briskly between shots and move directly to their own ball;
- (c) members should be ready to play their shots when it's their turn. This requires making their choice of club on reaching their ball and lining up putts on the green while others in the group are playing their shots;
- (d) at the green, clubs should be left on the side of the green nearest to the next tee;
- (e) Players should move from putting green to the next tee promptly thus ensuring following groups are not delayed
- (f) the player on the lowest handicap is responsible to see that their group plays at a reasonable speed.

8.13 Behaviour on the golf Course

8.13.1 The following is prohibited;

- (a) throwing any type of litter anywhere on the Golf Course at any time;

- (b) the display of temper or other discourteous conduct;
- (c) failure to repair divots and your ball marks on the Golf Course;
- (d) failure to rake the sand before leaving the bunker;
- (e) operating a vehicle on the shoulder or within 10 metres of any green, tee or bunker or failing to comply with instructions from the Club.
- (f) permitting your golf bag to be placed on any putting green;
- (g) the use of driving range balls on the golf course;
- (h) failure to pay for Guests;
- (i) deliberate abuse of any item of property of the Club; and
- (j) action resulting in damage to the course.

8.13.2 Members must take reasonable care of plants and trees and fixtures and equipment in the Golf Club Facilities and on the Golf course.

8.14. Closure of the Course

The Board reserves the right to close the Golf Course for play at any time without notice for any reason that the Board thinks fit. The Board makes no warranty that the Golf Course will be available for play. No person will have any action against the Board as a result of the Golf Course not being available for play.

9. GOLF CART RULES

The term “Golf Cart’ or “cart” is taken to mean a vehicle that is designed specifically for use on a golf course. The eligibility as such vehicles shall be at the discretion of the Board.

Only those carts owned by the Club, and carts made exclusively for the purpose of golf owned by members and guests, can be used on the Golf Course.

Privately owned Golf carts are subject to prior inspection and approval by the Board before access to the course.

- 9.1 A Fee must be paid for the use of 'All' golf carts prior to play.
The private golf cart fee must be paid prior to use on the course.
The fee and permission to use applies to the register user-users only.
- 9.2 Only persons over 17 years of age with a current drivers licence may operate a golf cart.
- 9.3 Club owned golf carts may only be used on the Golf Course and for transportation, to and from, the PracticeRrange and are not to be driven to homes, or on streets, except when crossing from the Clubhouse to the course.
- 9.4 A Member or Guest is responsible for and liable for all damage caused to the carts and Course by them.
- 9.5 The numbers of persons and equipment must comply with the recommended cart capacity.
- 9.6 Golf carts must be driven on cart paths and must not be driven closer than 10 metres of any green or 10 metres of any tee (except on a path).
- 9.7 Golf carts are not permitted to be driven in, or through any sand traps, bunkers, or other hazards, including long rough, prepared wasteland and regenerated areas and shall be kept 10 meters from the lip, or edge, of any sand trap, bunker or hazard.
- 9.8 Golf carts may be driven on fairways, however, wet and soft ground is to be avoided.
- 9.9 All directional signs, stakes, ropes and other markers used to guide and direct golf cart traffic MUST be observed.
- 9.10 Golf carts must always be parked on the side or rear of any green.
- 9.11 The Board may limit or prohibit golf cart use on the Course.
- 9.12 The Board may inspect and prohibit the use of privately owned carts on the course at anytime.
- 9.13 No more than 2 golf carts per tee-off time are permitted to be used by persons teeing off at that time unless prior approval has been granted by the Club.

10. BOARD MEMBER RESPOSIBILITIES

Each individual Board Member shall agree in writing to a Code of Conduct as approved by the Board, during the term of their election to the Board.