



Byron Bay Golf Club

AUSTRALIA

PRIVATE GOLF CART AGREEMENT AND OPERATIONAL REQUIREMENTS

Byron Bay Golf Club Limited (“**the Club**”) has determined to allow the use of privately owned motorised golf carts subject to the conditions set out below.

There are three (3) types of private golf cart usage that occurs at BBGC, these being:

1. Non-local Members that transport their private cart to the Golf Club by means of a trailer and use this cart to play golf (referred to as *Off Course* cart members)
2. Local Members that live within close proximity of the Golf Club who travel to the Golf Club in their private cart, and use this cart to play golf (referred to as *Off Course* cart members)
3. Members who have entered into an agreement to store their privately owned golf cart in the Golf Cart storage shed, and who use this cart to play golf (*On Course*)

Note: Non-members are prohibited from using a private cart.

This agreement pertains to Member owned carts, and does not include any golf carts that are owned or managed by the Byron Bay Golf Club, or golf professional.

In principle this agreement aims to ensure that any privately owned golf cart that is on Club land, is:

- Mechanically safe to use for the use intended
- Appropriately insured

These measures ensure that the Club minimises the risk of any accidents and possible liability that may arise in the course of any accidental damage caused to persons or property.

The Club holds a comprehensive Public Liability Insurance policy for Members and Social golfers but does not cover On or Off Course Private Cart use, which is deemed to be the responsibility of the private Cart owner.



Byron Bay Golf Club

AUSTRALIA

APPLICATION FOR PRIVATE GOLF CART USE

This agreement contains an indemnification and release provision.

I agree to the below Terms and Conditions of use for the nominated cart. All drivers of the cart will be over the age restrictions as per the Private Cart ownership agreement and I accept full responsibility for the actions of drivers of this vehicle.

Member/Cart Owner– Licensee details:

Member Name:

Member Number:

Member Drivers Licence Number:

Member Address:

Cart Make and Model:

Estimated value of cart:

Designated Driver – details: (note – must be a BBGC member)

Member Name:

Member Number:

Member Drivers Licence Number:

Please submit this application form to the Club with evidence that the cart has passed the mechanical and electrical safety inspection and evidence of the relevant insurance.

TERMS AND CONDITIONS

1. Licencing

- 1.1. Each golf cart must be licensed by the Club prior to use
- 1.2. To gain a licence, a member must:
 - 1.2.1. complete and submit the application form attached
 - 1.2.2. be a member in good standing of the Club
- 1.3. A licence is valid only for the Cart for which it is issued, and:
 - 1.3.1. is non-transferable to any other cart
 - 1.3.2. Is non-transferable to any other Licensee or to another member of the Club upon purchase by such member of the licensed Cart, or for any other reason
 - 1.3.3. if a cart is sold or transferred the cart may not be used until the new owner satisfies the conditions under this agreement to become a Licensee

2. Revocation

- 2.1. The Club may revoke any licence, without notice, if;
 - 2.1.1. The Licensee ceases to be a member in good standing of the Club,
 - 2.1.2. The Licensee violates any provision of this Agreement,
 - 2.1.3. The licenced Cart is not maintained in accordance with the standards set out below.
 - 2.1.4. The Licensee fails to pay any monies due under this agreement within 14 days

3. Term

- 3.1. The term of this agreement shall be three (3) years commencing on the date of issue of the license and is renewable automatically subject to the inspection requirement unless either party indicates otherwise in writing prior to termination of the current term; and subject to earlier termination as provided in this Agreement.
- 3.2. Notwithstanding anything contained herein to the contrary, the Club may at any time, without cause, terminate all usage of privately-owned carts by giving the Licensee not less than thirty (30 days) written notice of the termination date
- 3.3. The Licensee may terminate this Agreement upon thirty (30) days written notice to Byron Bay Golf Club if the Licensee discontinues his/her membership in Byron Bay Golf Club or sells the Golf Cart. On termination no refund of fees is applicable.
- 3.4. Any agreement for cart storage (in the cart shed) will be terminated if the terms of this agreement are not fulfilled
- 3.5. The Club may from time to time update the terms of this agreement and the Licensee agrees to be bound by the new agreement and if not, cease using the golf cart.

4. Cart Specifications and Conditions

- 4.1. Any Golf Cart purchased, owned or operated by a Licensee must in general comply with the appearance and specifications of the Golf Cart recommended by the Club. The Licensee is obligated to comply with the inspection rule contained in Section 9 of this agreement prior to purchase or use. See Attachment "A" for an example of the current contemporary Golf Cart recommend by the Club.

- 4.2. It is the Clubs intention that ultimately all privately owned motorised carts used on the course will be electrically (battery) powered. Only electrically powered carts will be approved for use on the course (other than existing approved Petrol Carts). Existing approved Petrol-powered carts may continue to be used up until 31 December 2023 as long as they are able to be maintained to a good condition. At this point petrol powered carts will not be eligible to be licensed under this agreement.
- 4.3. All privately owned carts must adhere to the course speed limit of 13kph. This is equivalent to the lowest governed speed on a golf cart. This requirement will be part of the mechanical and electrical safety check, to be performed by the independent certified technician (Section 9).

5. Private Cart Fees

- 5.1. An annual private cart fee for the licensed cart is payable in full to the Club. The Licensee is obligated to pay the total annual private cart fee in advance, or as part of a direct debit arrangement, for each year in which the Cart is licensed, except as specifically set out below.
- 5.2. In the event this Agreement is terminated pursuant to the terms of this agreement the annual private cart fee will be prorated to the actual number of months of the year during which the Cart is licensed. Any partial month shall be deemed to a full month. In no other event shall the private cart fee be prorated or refundable in whole or in part.
- 5.3. The Club may review the annual private cart fee at any time.
- 5.4. The annual fee for course usage will be determined by the Board and made available to Members as soon as practical after this determination is made. The fee may be subject to annual increases as determined by the Board.
- 5.5. The annual fee for motorised cart storage will be determined by the Board and made available to Members as soon as practical after this determination is made. This fee allows for unlimited course usage during the relevant year. The fee may be subject to annual increases as determined by the Board.

6. Rules and Regulations

- 6.1. All operators of the Cart must be eighteen (18) years of age or older and have a valid car driver's license.
- 6.2. The Cart will be operated on the golf course only for the purpose of participating in golf.
- 6.3. The cart must only be driven on designated cart paths where ever possible.
- 6.4. The cart must not be driven within the blue lines as marked on course
- 6.5. The cart may be used only by the Licensee, an immediate family member of the licensee, or any other Member of BBGC who has a valid driver's licence
- 6.6. All golf play must originate at the Pro-Shop on assigned tees and tee-off times and no golf play may be originated from a member's house or other location on the golf course
- 6.7. The Licensee, his/her family and guest will abide by general golf rules and regulations as established at the time of play and observe all normal golf etiquette
- 6.8. No more than two (2) people shall ride in the Cart and the Cart shall carry no more than two (2) golf bags at any time
- 6.9. Any and all additional criteria set out under relevant New South Wales legislation or regulations regarding the use and operation of golf carts on public roads must be met. It is the responsibility of each Member to ensure they understand and seek clarification regarding all relevant road and traffic regulations associated with using their golf cart. The Club will not

accept any responsibility in the case of a member who is not acting in accordance with all relevant road and traffic regulations that are applicable.

6.10. The Club shall assume no responsibility for the Cart at any time. The Licensee is responsible for the Cart to be maintained and kept in good repair at all time.

6.11. Off Course cart members, are to ensure their cart is temporarily parked or stored in a safe space which is allocated for cart parking

7. Insurance and Indemnification

7.1. The Club shall obtain and at all times hereafter keep in force a comprehensive Public Liability Insurance covering death or bodily injury for Members and Social golfers

7.2. The Licensee is responsible for obtaining and shall at all times hereafter keep in force a General Liability Insurance policy covering claims for injury and property damage to the golf cart, a copy of which must be supplied to the Club (accompanying this Application), and thereafter annually. The Member must ensure that the insurance policy names the **Byron Bay Golf Club Ltd** as an interested party as Licensor.

7.3. The Licensee acknowledges that failure to comply with the Rules and Regulations at Section 6 above may invalidate the insurance coverage therefore resulting in the Licensee being personally liable for any damage or injury incurred.

7.4. The Licensee does hereby accept and assume all responsibility for any excess charges relating to an Insurance Claim for any cart and / or operation of the cart. The Licensee hereby expressly indemnifies and agrees to defend and hold harmless the Club, its officers, Directors, and Employees, Successors and Assigns, from any and all damages, expenses and costs, whether direct or consequential, arising from or related to the Licensee's ownership and/or operation of the Cart. The Licensee releases the Club from any liability and agrees not to sue the Club or its employees with respect to any cause of action for bodily injury, property damage or death resulting from use of the Cart.

7.5. The licensee must provide a copy of this licence agreement to its insurer and provide evidence from the insurer that it has accepted the licensees obligations under this agreement in providing insurance.

8. Violations of Rules and Regulations

8.1. Any Licensee reported to the Club for violating the rules and regulations shall be invited by the Club to attend a meeting to discuss the reported violation

8.2. In the event that a violation occurs and results in actual physical damage to the course, the damage shall be repaired by the Club, which will in turn invoice the Licensee the cost of the damage. The Licensee will be required to pay the invoice within 14 days of the date of the invoice. In addition to any other remedies available to the Club, non-payment may result in the Licensee's expulsion from the Club's Golf Membership.

9. Inspection

9.1. Any Golf Cart proposed to be purchased and used on our course must be submitted for a visual inspection by the Club for suitability to the agreement prior to use. This Agreement shall be effective only after the proposed Licensee's Cart has been inspected by an independent authorised Golf Cart Inspector/technician, and the cart has passed an

mechanical and electrical safety check. The only exception to this is if the cart is less than 5 years old since the date of purchase (for new carts only).

- 9.2. The Club will provide the details of the technician who will be responsible for the mechanical safety check.
- 9.3. A mechanical safety check is valid for three (3) years from the date issued. Once a golf cart has been issued a valid mechanical safety check, a further check is not required unless the cart has:
 - 9.3.1. Been damaged in anyway
 - 9.3.2. Had any work or upgrades performed
- 9.4. The Club makes no representation or warranty concerning the review of the Licensee's Cart as part of the inspection concerning the Licensee's Cart's fitness for use or safety. The Licensee is solely responsible for determining the fitness for use and safety of their Cart.

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Signed by the Member

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Member name

Dated:.....

POLICY NUMBER/VERSION	AUTHORISATION	DATE	REVISION DATE
BBGC22002.10	DRAFT - For Board review	31/10/2022	
BBGC22002.10	Board approved	31/10/2022	31/10/2024

Attachment A

