



Annual Golf Membership Terms and Conditions

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**Cypress Lakes Resort by Oaks Hotels & Resorts
Annual Golf Membership Terms and Conditions
Version 2, May 2018**

Cypress Lakes Resort by Oaks Hotels & Resorts (the "Resort"), through the company known as Hunter Valley (CL) Memberships Pty Ltd (ACN 165 533 728), offers annual golf memberships for the purpose of permitting Members and their guests to enjoy the use of the Club facilities and any other special privileges of membership that may, from time to time, be introduced by the Club at its absolute discretion.

All memberships are subject to these Annual Golf Membership Terms and Conditions (the "Terms") as they may be amended by the Club from time to time.

A membership grants permission by the Resort to a Member, individually, to use and enjoy the Club facilities, and a prospective Member should not view a membership as an investment or otherwise expect to derive some economic benefits from such membership. Members shall not have rights beyond the period of their annual membership. No membership or rights granted to a Member is or shall be used in conjunction with any other membership or rights of any other Member. The Resort believes that these Terms fairly and accurately present all material information relating to membership in the Club. These Terms contain the entire agreement between the Resort and its Members and no representations, promises or agreements (oral or otherwise) shall have any force or effect other than as expressly provided for herein or in writing and signed by both the Club and the Member/s.

ARTICLE 1 - GENERAL

Section 1.1 - Definitions

The definitions for certain terms used in these Terms have the meanings noted below:

"Club" means the Golf Memberships offered at Cypress Lakes Resort by Oaks Hotels & Resorts through Hunter Valley (CL) Memberships Pty Ltd (ACN 165 533 728);

"Founding Member" means an individual appointed as the Resort representative with the majority vote in all matters pertaining to the Resort's Golf Club and membership;

"Golf Club" means the golf club located at the Resort;

"Golf Member" or "Member" means the holder of a golf membership at the Club;

"Member" means the holder of a membership of the Golf Club, except that with respect to a membership held by a legal entity it means any individual nominated by the entity and approved for membership in accordance with these Terms;

"Resort" means Cypress Lakes Resort by Oaks Hotels & Resorts located on the Cnr of McDonalds and Thompsons Road, Pokolbin, and its management personnel;

"Terms" means these Annual Golf Membership Terms and Conditions, as amended from time to time at the sole discretion of the Club;

Section 1.2 - Rules and Regulations of the Club

The Resort may establish and amend from time to time these Terms or any rules and regulations referred to in these Terms (the "Rules and Regulations") for the control and operation of the Resort and its facilities and for the conduct required of Members while using the Resort. The Terms and any Rules and Regulations shall become effective immediately upon the Member executing the Golf and Country Club Membership Application Form. The Rules and Regulations are binding on all Members as if incorporated in and forming part of these Terms. The provisions of these Terms shall

prevail in the event of any conflict or inconsistency between these Terms and the Rules and Regulations.

ARTICLE 2 - FACILITIES

Section 2.1 - Club Facilities

The recreational facilities of the Club include or will include the following and such other facilities as the Club may make available from time to time for use by Members (collectively, the "Facilities"): The 18 hole golf course, together with a practice facility featuring a driving range and practice green, Tennis Courts, Resort Swimming Pools, Gym and Clubhouse with golf shop, Member room and men's and women's locker rooms. The Resort reserves the right to modify the Facilities, and the Resort does not make any representations with respect to the design, location, timing of completion, size or amount of the Facilities or the materials that will be used to construct any future Facilities.

Section 2.2 - Availability of Facilities

Repair and maintenance of facilities and/or acts of God or Nature and other occurrences may make it necessary for the Resort to change hours of operation and/or use or to restrict the use of the Facilities or to close the Resort temporarily. The temporary unavailability of all or any part of the Facilities shall not entitle Members to a refund of any portion of their membership fees or dues payments.

The Resort reserves the right, in its sole and absolute discretion, to modify operation of any or all of the Facilities, to sell or otherwise assign, sell or dispose of the Facilities, and to make any other changes in the Facilities available for use by Members. Use of the Facilities may be restricted or reserved from time to time as determined by the Resort for whatever reason and the Resort may extend privileges of the Resort and the right to use the Facilities to such other persons and upon such terms as the Resort may from time to time prescribe. The Facilities shall be open to the public on a daily greens fee basis as determined by the Resort for social and corporate events, in the Resort's sole discretion. Priority tee time reservation privileges will however be accorded to Members in a manner determined solely by the Resort. It is the preliminary intention of the Resort that these priority times will fall on club competition days with the specific design to avoid slow play with social golf.

ARTICLE 3 - MEMBERSHIPS

Section 3.1 - General

Membership shall be evidenced by 1) a fully executed Golf and Country Club Membership Application Form completed and signed by the Member and the Resort indicating approval of the candidate for membership, and 2) a membership card issued by the Resort. All memberships are subject to and all Members are bound by the Terms and the Rules and Regulations. All memberships begin on 1 July each year and are valid for a period of one (1) year or a portion thereof. For the purpose of clarity, for any new Member, the first annual subscription will be pro rata whereas continuing Members are expected to pay their renewals by the 1st of July each year.

The Resort does not represent that memberships are perpetual and may, at its sole discretion, elect to not renew memberships for any reason. If any payment for membership or part thereof is received by the Resort on or following the 1st of July in any calendar year, it is understood and acknowledged by the Member that the Member has accepted renewal of membership under the current Terms and the Rules and Regulations

of the Resort. Members may only renew the membership at the discretion of the Resort and Memberships in all categories may be limited from time to time.

Section 3.2 - Membership Classes

The membership of the Resort will consist of the Golf Membership classes, use of the Facilities and included benefits set forth in **Annexure A** as may be varied or amended from time to time without notice. Each member shall have a non-exclusive, revocable license to use the Facilities in accordance with the Terms and in accordance with the particular entitlements under each membership class and category as outlined therein.

Section 3.3 - Control of Membership Classes

The number of memberships issued in any class or category and the privileges accorded under each class or category will be determined by the Resort management, and the Resort management has the authority to establish, modify or close any class of membership and any category within such class as the Resort management from time to time may determine, in its sole discretion. The Resort management may from time to time, in its sole discretion, prescribe or modify membership fees, assessments, periodic economic incentives, privileges, and restrictions applicable to each class of membership.

Section 3.4 - Total Membership Numbers

The Resort, in its sole discretion, has the authority to determine, reduce, increase or remove maximum number of memberships or alter the way the maximum number of memberships is calculated.

Section 3.5 - 99 Year Memberships

For those members unwilling to transfer their membership from the 99-Year Membership Model over to an Annual Membership Model, the Members are to be governed by the original terms and conditions of the 99-year Membership Model under the original contract the member signed with the property. This includes the compulsory payment of the annual dues for the remainder of the 99 year period, as may be varied or increased at any time at the sole discretion of the Resort. *(V2 updated T&C at May 2018 identifies that there were zero financial members compliant with the compulsory payment of the annual dues under the original contract throughout the 2017 financial year. As such, sec 3.5 becomes redundant and it is acknowledged no members exist under the 99-Year Membership)*

Section 3.6 - 99 Year Membership Transfer to Annual Membership

A 99-year Membership Model membership holder may at any time relinquish their original 99-year membership and sign over to the Annual Membership Model. This process is completed by contacting the Resort or Resort management and completing and returning the Golf and Country Club Membership Application Form. Upon executing the Golf and Country Club Membership Application Form and transferring over to an Annual Membership Model, the Member hereby acknowledges and agrees that by doing so, he/she has read and understood the following Terms and agrees that by doing so, the Member:-

- Relinquishes any rights and/or obligations owing under the original 99 year- Year Membership Model and such rights and/or obligations would become immediately void;
- Will be authorised by the Resort to have continued access to the 50% spouse

discount that was available under the 99-year membership model provided the Member transfers to the Annual Membership Model no later than 31st December 2015;

- Agrees that if a Member for the purpose of this clause requires a leave of absence from the Resort once they have transferred to the Annual Membership Model and wishes to maintain their spouse discount, the member must notify the Resort in writing and will be required to pay a holding fee of \$200.00 P.A. per Member;
- Will be under no legal obligation to pay a compulsory annual membership fee only required to pay the annual fees if the Member would like to join that year;
- Will be governed by these Terms from the date the Golf and Country Club Membership Application Form is completed and signed by the Member; and
- Will release and discharge the Resort and its related entities from and against any loss, claim, damage or action associated with the 99-year membership or any rights, obligations, actions, duties, claims or privileges associated with this original Membership.

(V2 updated T&C at May 2018 identifies that there were zero financial members compliant with the compulsory payment of the annual dues under the original contract throughout the 2017 financial year. As such, sec 3.6 becomes redundant and it is acknowledged no members exist under the 99-Year Membership)

Section 3.7 - Joining Fee

The Resort may in its discretion introduce a joining fee for any new member to join the Resort. For the purpose of clarity, a Member will be considered a "new" Member for the purpose of this clause if he/she has never been a Member of a 99-year Membership or Annual Membership Model before. In any case, no Member shall, by virtue of a membership or a joining fee, be an owner or partner of the Resort, or have any ownership or equity or other interest in the Resort or any asset or income of the Resort. All joining fees paid are non-refundable and are to be paid as a fixed lump sum. In no way are joining fees to be pro rata and/or reduced in any way if the Member is part way through the annual subscription.

Section 3.8 - New Member Joining Process

A new member can apply for membership to the Resort at any time by completing the relevant membership Annual Membership Model application form and paying the applicable dues (namely, the new member fee and the annual subscription).

Any new membership received will be on a provisional basis until the management have confirmed the new provisional member has met the requirements of the Resort. In the event the Resort decides that a new Member is not to be provided membership, the new Member will receive a full refund of his/her joining fee and annual payment.

If a new member joins the Annual Membership Model after 1 July in any calendar year, the member will be required to pay a pro rata fee of the relevant membership category for the remaining period of the first years membership and the full annual membership fee for each year after that the member chooses to renew their membership.

ARTICLE 4 - MEMBERSHIP POLICIES

Section 4.1 - General

A current membership card must be presented when utilising any Facilities at the Resort.

No privileges or discounts, as varied from time to time, will be offered without presentation of a current membership card.

Section 4.2 - Corporate Memberships

Corporate Memberships shall be applied for, issued to and held in the name of a legal entity or business ('Corporate Member'). The privileges of corporate membership belong to the Corporate Member and the Corporate Member must designate the specified number of individuals permitted by the corporate membership who, upon approval by the Resort, will be entitled to exercise the privileges of the corporate membership on behalf of the Corporate Entity. Each approved individual will be a "Member" for purposes of these Terms until a new individual is designated and nominated by the Corporate Member and approved by the Resort; provided, however, that the Corporate Member shall remain the owner and the holder of the membership.

The Corporate Entity acknowledges and agrees that the Corporate Entity shall be ultimately liable for all dues and charges incurred by any Corporate Member appointed under its Corporate Membership.

The Resort, at its sole discretion, may permit a Corporate Member to add additional Members over and above the specified number permitted by the Corporate Membership upon payment of an additional fee. Each approved additional individual will be a "Member" for the purposes of these Terms until a new individual is nominated by the Corporate Member and approved by the Resort. An additional Member may be changed by the Corporate Member from time to time, but not more frequently than once every six (6) months, subject to a) the approval by the Club of the substitute additional member and b) receipt of payment by the Resort of the then current fee.

Section 4.3 - Conduct of Guests and Others

Each Member shall be responsible for any charges, outstanding accounts, payment owing and actions of the Member's spouse, children and/or their guests for their adherence to the provisions of these Terms and the Rules and Regulations. Any violation of the provisions of these Terms or the Rules and Regulations by the Member's spouse, children and/or guests shall be grounds for disciplinary action by the Resort against the Member.

Section 4.4 - Management Cancellation Rights

In the event of a dispute between a Member and the Resort management, the Resort, in its sole discretion, shall have the right (but not the obligation) to cancel the Member's membership by notifying the Member and repaying a pro-rata portion of the annual dues to the Member (without interest or premium of any kind) paid to the Resort when the Member joined (if any). If a new member joining fee or processing fee was paid by the Member it will not be repaid. Upon notice and reimbursement of fees (if applicable), any duties owing to the Member by the Resort will immediately cease, and the Member shall automatically relinquish any and all claims associated with the membership and/or any Member benefits or entitlements offered under the membership.

Section 4.5 - Members discounts

Member's discounts will be available to all financial members of all classes and offer a resort wide 10% discount as outlined in Annexure. Member discounts are not applied to any Special Offer, Special Promotion, Sunday Spit Roast Special, Nine & Wine, Five and One, Bottleshop or any other already discounted venue food or beverage.

A as varied from time to time.

Section 4.6 - Handicaps and Competitions and Teams

The Resort will govern handicaps and competitions in accordance with Golf Australia and the Royal & Ancient Rules of Golf. Weekly competitions will take place but not be limited to Wednesday and Saturday's.

In addition, the Resort may provide the following major competitions

- The Cypress Lakes Vintage Cup
- Invitational Cup
- Club Match Play Championships
- Club Championships

The Resort, with the aid of the Committee, shall provide provisions for men's ladies pennants teams by ways of sponsoring the team's shirts. Entry to the relevant divisions will be determined by the members available for selection.

ARTICLE 5 - GENERAL CONDITIONS OF MEMBERSHIP

Section 5.1 - Liability for Injuries

Each Member and each person using the Facilities, equipment and amenities of the Resort through a Member or Corporate Membership, expressly agrees that a) all use of the Resort's Facilities, equipment and amenities is undertaken at the sole risk of the Member, and the Resort shall not be liable for any injuries or damages to any Member or other persons nominated under their membership; and b) the Resort and its affiliates, officers, directors, shareholders, agents, employees and related entities shall not be subject to and are hereby released and forever discharged from any claims, actions or demands whatsoever, including, without any limitation, claims for injury suffered or inflicted by a Member or on a Member and those claims or demands resulting from acts or omissions of active or passive negligence on the part of the Resort, or their affiliates, officers, directors, shareholders, partners, agents or employees.

Section 5.2 - Personal Property

Due to the number of Members, guests and other persons granted access to the Resort, the Resort cannot guarantee the security of personal property. Therefore, each Member and each person using the Facilities, equipment and amenities of the Resort is required to take precautions against theft. Each Member and each person using the Facilities, equipment and amenities agrees that the Resort, nor its associated entities, are responsible or liable for articles, goods or belongings that are damaged, lost or stolen in or about the Resort, or left in lockers, or for loss or damage to any property, including, but not limited to, automobiles and the contents thereof. Any storage facilities or lockers provided at the Club are offered as a convenience to Members and their guests and the Resort does not represent or warrant that the lockers or storage facilities are safe and secure, nor does it guarantee that any items placed therein are or will be secure and accepts no liability for anything placed in or removed from such lockers or storage facilities.

Section 5.3 - Divorce

In the event of a membership of any class or category is held by persons in a spousal relationship and the couple is subsequently separated or divorced, all rights, benefits, and obligations of the Resort membership shall be awarded to one (1) spouse as set forth in the separation agreement, divorcee decree or equivalent. A membership in any class is

not divisible. In the absence of a written separation agreement, court order or divorcee decree, the membership shall continue in the name of the spouse/spouses set forth in the membership agreement. If both spouses are listed in the membership agreement, the Resort may suspend all membership privileges and retain all membership fees until a written agreement is reached by the couple or order of the court awards the membership to one of the parties.

In such event, all rights, benefits and obligations of membership shall belong to the spouse designated in the written agreement or by the court to the exclusion of the other spouse- including any charges or payments owing under that membership. The other spouse can apply for membership in the same manner as any new candidate for the membership once the existing membership has been awarded as set forth herein. During the pendency of divorce or separation, the Resort, in its sole discretion, can suspend charging privileges of the Member, Member's spouse, children, designees and family members.

Section 5.4 - Conduct and Duties of Members

Each Member, Corporate Member and/or their guests shall behave in a manner that is consistent with the Terms, Rules and Regulations and expected golf etiquette. Any misconduct or misbehaviour of a Member or their guest/s, or persistent breach of the etiquette of golf by a Member or their guest/s, shall be deemed to be a serious breach of the Rules and Regulations.

The expected golf conduct of Members and their guest/s is outlined in **Annexure B** (as varied from time to time and assessed on a case by case basis) and may result in the one of the following penalties being applied:-

- Expulsion from the club
- 6 month ban from the Resort, golf course and its facilities
- 3 month ban from the Resort, golf course and its facilities
- 1 month suspension from the Resort, golf course and its facilities (including licensed areas with no refund of pro rata fees already paid)
- A formal Warning. (If a member receives three formal warnings they will receive a 1 month ban from the golf course and its facilities).

Section 5.5 - Resignation from Annual Membership

Resignations will only be accepted at the renewal date. Resignations will only be accepted in writing, addressed to the Operations Manager via email to rs2cvpresslakes@theoaksgroup.com.au. and must be received by close of business on or before the 30th June. Resignations received after 30 June will not entitle the Member to a refund in part or in full of the membership fees already paid.

Section 5.6 - Leave of Absence

Leave of Absence will only be granted once per year and for medical grounds only. Should a Member request Leave of Absence, the Resort requires written evidence from a medical professional stating the nature of the injury and expected duration of the injury. All requests for Leave of Absence are to be in writing addressed to the operations manager via email to rs2cvpresslakes@theoaksgroup.com.au and are to state the start date of absence and expected return date. The Operations Manager may in its absolute discretion approve or refuse any requests for Leave of Absence and any credits afforded to the Member for the duration of their absence.

Section 5.7 - Complaints and Suggestions

A Member who wishes to complain about any matter relating to the Resort or make suggestions for improvements of any kind may do so in writing to the Manager or Club Committee. If a Member has grounds for complaint against another Member, such complaint shall be made in writing to the Manager, Committee or Resort provided that, in exceptional circumstances calling for immediate action, a verbal complaint may be made. A Member shall not reprimand any Member of the Resort staff for alleged misconduct. If a Member feels that disciplinary action, either by way of warning or dismissal, should be taken against any member of the Resort staff, the Member concerned shall put his/her allegation in writing, giving full details of the behaviour complained of, including the time, date and names of any witnesses to such behaviour and address his/her complaint to the Resort.

ARTICLE 6 - FINANCIAL OBLIGATIONS

Section 6.1 - Dues

Each Member shall pay annually in advance (whether by one payment or monthly instalments in advance) the annual golf membership dues established by the Resort from time to time. The Resort may from time to time offer a monthly instalment plan for the payment of annual membership subscriptions. This does not in any way infer that a membership is a 'monthly membership'. If for some reason the member wishes to cease their monthly instalment plan the full and complete balance of the annual membership fee will immediately become due and payable by the Member to the Resort.

Section 6.2 - Personal Liability

Each Member shall be personally liable for payment of all of the membership fees, dues and assessments with regard to the Member's Annual membership. Each Member shall also be liable for any charges which that Member, spouse, child and/or any guest of that Member incurs with regard to any goods purchased from or services rendered by the Resort.

Section 6.3 - Charges and Interest

A Member shall pay all money owing to the Resort as and when it falls due. All goods (such as food and beverages and items from the golf shop) and services (such as golf car hire) must be paid for at the time that good or service is ordered or provided by the Resort or its associated entities. If required, each Member must furnish the Resort with at least one valid commercial credit card number and authorise its use by the Resort for goods and services provided to the Member or their guest/s. The Member accepts responsibility for payment for all goods and services it requests and authorises the Resort to charge such goods or services to the Member's credit card. If the Member's credit card provider does not make the payment or subsequently requires the Resort to credit back the payment, the Member will immediately make the payment directly to the Resort and the Resort will assess a late charge. In the event the amount is in excess of the maximum amount provided for under applicable law, the Resort may refund the overpayment without penalty and the applicable provision of the Rules and Regulations shall be deemed to be modified to comply with applicable law. The Member will be solely responsible for ensuring the Resort has a current credit card number and expiration date on file at all times.

Section 6.4 - Fees and Costs

A Member shall be liable to pay the Resort any losses, damages, costs or expenses (including legal fees) incurred by the Resort in relation to:-

a) Its efforts to collect any fees, dues, assessment, charges, late charges, or interest, or in enforcing or defending its rights under these Terms or otherwise;

b) Any breach of these Terms by the Member; or

c) Any damage caused by the Member to any property of the Resort or any other person.

This includes fees incurred for defaults in the collection of dues instalment payments.

Fees for defaults are set at the Resort's sole discretion as determined from time to time.

For current default fees, please contact the General Manager.

Default instalment payments will be reprocessed with 5 business days of default. In the event of two rejected payments we will cancel the Membership Payment Plan, suspend the Membership and commence normal debt collecting procedures.

Section 6.5 - Other Rights

The Resort, its related entities or its agents or assigns, shall have the right to institute such legal remedies against any Member for collection of any fees, dues, assessments, charges, late charges, interest, legal fees or costs as it deems appropriate. The remedies provided herein are not exclusive and the Resort shall have such other remedies as may be provided to it by law. The Resort may exercise its rights in such order as it deems appropriate and the exercise of one right or remedy shall not constitute the waiver of any other.

Section 6.6 - Setoff

At any time and from time to time the Resort may set off any and all amounts due and owing to a Member by the Resort against any and all amounts due and owing to the Resort by such Member or the Member's successors or assigns.

In addition to the foregoing and to all liens upon and rights setoff against the monies or other property of a Member by law or under these Terms, the Resort shall have, with respect to a Member's obligations to the Resort under these Terms or otherwise, and to the extent permitted by law, a contractual possessory security interest in and right of setoff against, and each Member hereby assigns, conveys, delivers, pledges and transfers to the Resort all of the Member's right, title and interest in and to, the Member's membership in the Resort and all deposits, moneys, and other property of such Member now or hereafter in the possession of or on deposit with the Resort, whether held jointly with someone else, or held for safekeeping or otherwise.

Section 6.7 - Members Accounts

Financial members will have access to four separate types of accounts (Subscription, Direct Debit, Prize or Limited Round account). Access to these accounts will cease if a member is not financially capable of paying money if and when it becomes due and payable or if the Member is in default of one or more of their accounts.

Subscription account:

This account is used for a members subscription payments and invoicing

Direct debit:

Direct debit accounts are available to members by way of completing a direct debit account form. These accounts must be cleared in full on the 20th of each month to a zero balance with the account and valid credit card details provided on the form.

Prize Account:

All members will be issued a prize account for their competition winnings to be allocated to. This account is a credit only account and will not go into a debit situation. Prizes credited to a prize account will have 3 month expiration date on them.

Limited round account:

This account is used for tracking members whom have a limited number of rounds allocated to it. Unused round credits allocated to this account expire on the 30th June each year and cannot be carried over to the following golf season.

ARTICLE 7 - COMPETITION AND SOCIAL COMMITTEE***Section 7.1 - Club Competition and Social Committee***

The Resort will have an elected committee of member representatives to aid in the promotion and organisation of social events. The name of this committee will be "The Club Competition and Social Committee". The Club Competition and Social Committee shall have no financial standing or say within the business or in relation to any business matters or the golf course or Resort management. Resort management reserves the right to disband or dissolve the Committee at any point or to require Committee re-election. The Committee will be required to meet as a minimum of 4 times per year and will require a minimum of 4 representatives to be present for the meeting to take place with one of these representatives being the Golf Operations Manager or the General Manager. No sub-committees will be formed under these Terms unless required by the management. The Resort will have the final say on all items of business arising from the any meeting held by the Club Competition and Social Committee and will possess the majority vote as the founding member under these terms and conditions.

Section 7.2 - Committee Duties and Responsibilities

The duties and responsibilities of the Club Competition and Social Committee is to:

- Assist the Golf Operations Manager with the efficient running of Resort competitions and deal with any disputes that may arise;
- Work in conjunction with Resort management to address and enforce disciplinary action if a member is in violation of these Terms;
- Address Member concerns and feedback and ensure that any such information is brought to the attention of Resort management for resolution;
- Aid the Club and the golf Operations Manager with organising of official Club social events for the members;
- Liaise with the Club and golf Operations Manager in relation to the HRDGA, Golf NSW and Golf Australia and any event requirements and organisation;
- Aid with securing sponsorship for the Club in relation to prizes and events directly related to the members;
- Assist the Golf Operations Manager with the development of the yearly fixture list of competitions and events;

- Ensure two (2) of the Captain's and/or Representatives are available at all Club social events for speeches and allocation of prizes;
- Ensure that each Committee member plays a minimum of two (2) golf rounds with different members of the Club and/or visitors each month as directed by the Resort to promote the Club and new membership sales;
- Work with the resort to promote new membership sales; and
- Any other matter as may be required from time to time by Resort management.

Section 7.3 - Structure and Positions and election process

The Club Competition and Social Committee will include the following positions.

Men's Club Captain (One Year term)

Ladies Club Captain (One Year term)

Men's Representative (One Year term)

Ladies Representative (One Year term)

Golf Operations Manager (Ongoing)

The term of each committee will be 1st July - 30th June each year to coincide with the membership year. There is currently no limit as to how many times one individual can be re-elected. Nomination forms will be available from the golf Operations Manager from 1st January of each year. Ballot papers with the nominees will be sent out in May with the Membership invoices to ensure the members of the Club Competition and Social Committee are announced by the start of the annual membership year, July 1st.

For a member to be eligible to vote or to be nominated for election they must be financial by close of business on the 30th of June each year for the following membership year. A member must also have been a financial member for at least 1 (one) previous year to be eligible for Committee election.

The Resort may at any time introduce additional positions to the Club Competition and Social Committee as they see fit.

Each financial member is eligible to cast one vote for the four positions available on the committee provided the above conditions have been met.

ARTICLE 8 - MISCELLANEOUS

Section 8.1 - Associations

The Resort does not assume any responsibility nor accept nor incur any liability for the activity of any association. No association's rules or policies may be contrary to or conflict with these Terms or the policies established by the Resort.

Section 8.2 - Arbitration

Any controversy arising out of or relating to these Terms or the Rules and Regulations or any Member's membership shall be settled firstly upon the delivery of a Notice to the Resort outlining details of any default and a reasonable time to respond to same, and if resolution cannot be reached within 21 days, by application to a necessary court with appropriate jurisdiction. The initiating party shall be responsible for all filing requirements and the payment of any fees for application and the decision of any independent arbitrator shall be final and binding upon the parties.

Section 8.3 - Notices

Except where otherwise clearly specified herein, whenever any notice, statement, billing or other communication is required or permitted to be given a Member under these Terms,

it shall be given in writing and shall be sent by email, mail, postage prepaid, addressed to the Resort or such Member's last known address on file in the office of the Resort. Any notice, statement, billing or other communication so sent shall be deemed to have been given and received on the third business day following the date of its deposit in the Australian mail.

Section 8.4 - Amendments

The Resort shall have the right to modify or amend these Terms at any time at its sole discretion and without notice to its Members. Modifications or amendments to these Terms shall become effective immediately upon the posting of a copy thereof, in a conspicuous place at the Resort, on the website or upon the mailing of the amendments to the Members.

Section 8.5 - Membership Binding

By applying for membership, each Member agrees to be bound by the terms of these Terms and the Rules and Regulations (as amended or modified from time to time in accordance with these Terms). Each Member agrees that these Terms, the Rules and Regulations (as amended or modified from time to time in accordance with these Terms) and the Member's membership agreement record the whole of the agreement between the Member and the Resort relating to the subject matter of these Terms, the Rules and Regulations, the membership agreement and the Facilities, including the Member's right to use the Facilities.

Section 8.6 - Relationship of Parties

The relationship between the Resort and a Member is one of contract regulating, primarily, a Member's personal use of the Resort facilities from time to time only, is personal between the parties and does not constitute any other relationship, connection or arrangement of any other nature whatever between the Resort, the Member and any other person.

ANNEXURE A

CLASSES OF GOLF MEMBERSHIP



Total Annual Membership (Adult)	Country Club \$300	Limited PAYG \$900	Mid Week Social \$2000	Saturday & Wednesday \$2500	Premium Unlimited \$3500	Corporate \$9999
7 day access to Club facilities (includes member's lounge, pool, gym and tennis courts), invitation to social and member's only special events	✓	✓	✓	✓	✓	✓
Concession applicant U18, spouse or immediate family member (in addition to at least one full membership per family)	\$150	\$445	\$1050	\$1325	\$1835	N/A
Saturday & Wednesday competition rounds	X	Limited (12)	X	✓	✓	✓
PAYG additional cost to member	\$85	\$85	\$85	0	0	0
Sunday, Monday, Tuesday, Thursday & Friday rounds	X	Limited (12)	✓	X	✓	✓
PAYG additional cost to member	\$50	\$35	0	\$35	0	0
Partner FOC round in same cart at same time after 2pm (7 days)	X	X	✓	✓	✓	✓
PAYG additional cost to member	\$50	\$35	0	0	0	0
Electric Golf Cart	X	✓	✓	✓	✓	✓
PAYG additional cost to member	\$35	0	0	0	0	0
Golf Club Store (clubs cleaned and secured)	X	X	X	X	✓	X
PAYG additional cost to member	N/A	\$500	\$500	\$500	0	\$500
Driving Range (one per round played)	X	X	X	X	✓	✓
PAYG additional cost to member	7	7	7	7	0	0
Official AGU handicap	X	X	✓	✓	✓	✓
PAYG additional cost to member	N/A	\$95	0	0	0	0
Official AGU Golf Link number	X	X	✓	✓	✓	✓
PAYG additional cost to member	N/A	\$35	0	0	0	0
10% off Villa accommodation	✓	✓	✓	✓	✓	✓
10% discount at Cypress Lakes Bistro & Bar	✓	✓	✓	✓	✓	✓
10% discount at The Restaurant @ Cypress Lakes	✓	✓	✓	✓	✓	✓
10% discount on Pro Shop merchandise	✓	✓	✓	✓	✓	✓
F&B credit	✓	✓	✓	✓	✓	X
F&B credit value	\$30	\$90	\$200	\$250	\$350	0

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Cypress Lakes Golf & Country Club | 15 Thompsons Road, Pokolbin, Hunter Valley NSW 2320



ANNEXURE B- CODE OF CONDUCT

Disciplinary Procedure

The Golf Operations Manager shall inform any Member against whom a complaint has been made of the grounds of complaint and shall invite that member to make written representations in answer to it, all within a reasonable time-scale.

If the Golf Operations Manager is unable to resolve the matter, or if the Manager and/or the General Manager consider the matter to be of sufficient seriousness, a personal hearing with the relevant Member may be required and suspension be enforced if the complaint is proved.

All written representations of the relevant member and any other evidence, written or oral, will be made available to the relevant member.

The Competition and Social Committee may be requested to assist in such matters as seen fit by the Golf Operations Manager and/ or General Manager.

If a personal hearing is to take place:-

The Golf Operations Manager will give to the relevant member notice of the date, place and time of the personal hearing. The notice will state the complaint to be discussed and will provide details of any evidence against the Member.

The relevant Member may be represented or accompanied in the hearing by one other Member of his or her choice;

The Management shall take account of the written and oral representations of the relevant Member and any other evidence, written or oral, available;

The failure of any person involved to attend a hearing or to answer any question or to produce any necessary papers shall not prevent the Management from proceeding to a decision.

The Resort will normally consider a complaint fully before any question of suspension arises but, where a complaint is related to a serious breach of the rules of Cypress Lakes, a power to suspend forthwith a Members playing rights and/or related activities may be exercised by the Resort as soon as the complaint is received.

Such suspension will last until the formal hearing of the matter by the Resort which will take place no more than 14 days from the beginning of the period of suspension.

The decision of the Resort will be conveyed in writing to both the relevant Member, and any person or persons who initiated the complaint, and will be final.

A Member shall be liable to disciplinary action by the Cypress Lakes Resort if he or she:-

- Fails to uphold the traditions and etiquette of golf;
- Fails to adhere to the Rules of Golf as set forth by The R&A.
- Fails to observe a code of behaviour which is, in the opinion of the Resort, consistent with the accepted standards for the playing of golf;
- Conducts themselves in a violent, abusive or intimidating manner;
- Violates or disregards the rules of these Terms and Conditions or any regulations made pursuant to them; or
- Is under the influence of drugs or excessive alcohol whilst at the Cypress Lakes Resort