



**Lakes International Golf Management Limited**

**(The Manager)**

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**Membership Rules**

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## **Rules of Lakes Resort Golf Club**

### **1. Name**

- 1.1 The name of the club is “Lakes Resort Golf Club” (“the Club”) or such other name as may be adopted by the Manager.

### **2. Manager of the Club**

- 2.1 The Manager of the Club is Lakes International Golf Management Limited (“The Manager”). The Manager will from time to time grant memberships in the Club to approved applicants pursuant to these rules.
- 2.2 The Manager of the Club has all powers necessary to operate the Club and to offer memberships.

### **3. Nature of the Club**

- 3.1 The Manager has sole rights to offer membership rights and privileges in relation to the golf course and the Club Facilities at Lakes Resort Golf Club, Pauanui (“The Property”).
- 3.2 Memberships are offered exclusively for the purpose of permitting persons obtaining membership privileges to obtain the recreational use of the Club Facilities from time to time. Membership does not imply any right or privilege to participate in or to administer business policies of The Manager or of the Club or maintenance of the Club Facilities and is not an investment in The Manager, the Club or the Club Facilities.
- 3.3 No member shall solicit in the name of, or on behalf of, the Club or The Manager, nor shall the name or logo of the Club or The Manager be used for any purpose without the prior approval of The Manager.

### **4. Objects**

- 4.1 The Club has been set up:
- (α) to offer a quality golf experience for members and guests to enjoy a high level of services and convenience expected of a private golf club, and for this purpose to provide access to the Golf Course at the Property, and the Club Facilities as developed at the Property, for recreational purposes for the use and enjoyment of the Members of the Club;
  - (β) to encourage sporting and social activities between the Members of the Club; and
  - (γ) generally to afford to the Members all the usual privileges and advantages of a Private Members’ Golf and Country Club.

## 5. **Members' Rights and Obligations**

- 5.1 **No financial liability:** Membership does not impose any financial liability on members except for such payments as are due to The Manager in terms of their membership and these rules. Members will not be subject to assessments in the event of an operating deficit. Unless the Members otherwise agree, they will not be liable for the costs of the Club Facilities or for any capital improvements to the Club Facilities. The Manager as owner and manager of the Club will pay all operating deficits.
- 5.2 **No sharing of income:** Members are not entitled to receive any income, dividends or other distributions from the operation of the Club, nor will they be eligible for payments of any amounts in the event of surplus. The Manager as owner and manager of the Club will retain all operating surpluses.
- 5.3 **No voting rights:** Members will have no voting privileges and will not be permitted to become involved in the management or operation of the Club.
- 5.4 **Membership list:** The list of members at Lakes Resort is the property of The Manager and may be furnished to members at the sole discretion of The Manager. The list of members must not be used by or given to any non-member. Unauthorised disclosure of the list of members is considered conduct injurious to the character and interests of the Club.
- 5.5 **Bound by rules:** Every Member and person utilising Members' privileges shall be deemed to agree to be bound by these rules and in particular agrees:
- (α) to make payment of amounts properly due to The Manager in terms of such membership and these rules;
- 5.6 **Membership cards:** On payment of the Annual Subscription fee Members will be issued with membership cards, which they may be asked to show on demand.

## 6. **Membership Contract**

- 6.1 Membership will cease:
- (α) In the case of a Residential Member, upon the transfer of the Membership to the Purchaser upon settlement of the sale of a Property at Lakes Resort;
  - (β) upon the death of the Member;
  - (γ) upon the resignation of the Member;
  - (δ) upon non-payment of Annual Subscription

## **7. Payments Required From Members**

- 7.1 Members are required to pay fees to The Manager upon joining the Club and to maintain membership. The amounts payable in each category shall be as set by The Manager from time to time.
- 7.2 The joining fee (if any) is non-refundable in the event of termination of a membership and will only be refunded if an application for membership is rejected by The Manager.

## **8. Manager to Provide Club Facilities**

- 8.1 The Manager will manage and operate the Club Facilities, and will have the exclusive authority:
- (α) to regulate and determine times and conditions for play on the golf course by Members;
  - (β) to determine when the course and/or the golf resort buildings may be wholly or partly unavailable to Members;
  - (χ) to determine limits on the numbers of Members of various categories of membership;
  - (δ) to establish and regulate policies and procedures for transfers between categories of membership and for waiting lists;
  - (ε) to invest the Club's funds in such manner as The Manager deems fit;
  - (φ) to make bylaws governing any aspect of the Club's operations;
  - (γ) to make rules and regulations about the use of Privately Owned Golf Carts on the Golf Course; and
  - (η) to establish, set and vary the Annual Subscription fee;

## **9. Advisory Board**

- 9.1 The Manager may appoint an advisory board comprising persons who The Manager deems to be appropriate to advise The Manager in the best interests of the Club and its Members.
- 9.2 The Advisory Board will comprise:
- (α) the Chief Executive of the Owner of the Property;
  - (β) two (2) nominees of The Manager; and

- (χ) three (3) nominees of the Members elected by the Membership Committee, at least one of whom must be a property owner at Lakes Resort.
- 9.3 If any person ceases to be a member of the Advisory Board or is removed from such position by The Manager, then The Manager shall be entitled to appoint a replacement.
- 9.4 The Advisory Board will not have any power to bind The Manager or the Club nor have any general duty to members.
- 9.5 The principal role of the Advisory Board shall be to advise and make recommendations to The Manager in relation to:
- (α) the maintenance of the standards of the Golf Course and other Club Facilities;
  - (β) the standards of service offered by the Club;
  - (χ) any appointment of limited or special category memberships;
  - (δ) amounts and variations in fees;
  - (ε) whether the rights of members are being unduly affected by guests;
  - (φ) whether the rights of members are being unduly affected by tournaments or corporate golf days;
  - (γ) amendments to these rules or the Club membership programme;
  - (η) any membership issues brought to their attention via the Membership Committee for resolution in relation to the ongoing operation of the Club;
  - (ι) arbitrating any disputes between Members or between The Manager and Members; and
  - (φ) any other matter that The Manager or the advisory board considers appropriate in relation to the Club's operation and membership.
- 9.6 The Manager may delegate to the Advisory Board the power to approve or decline applications for membership as it considers appropriate.
- 9.7 The Advisory Board shall meet at least twice a membership year, either in person or otherwise as may conveniently be arranged to discuss Club management issues.
- 9.8 At each meeting of the Advisory Board there must be a quorum of four (4) persons, of which a majority must be appointees of The Manager (other than the nominees of the Membership Committee). If at any meeting there is no quorum, the meeting shall be deferred until another date.

9.9 The Manager indemnifies and shall keep indemnified the Advisory Board, jointly and severally, against all actions, suits, costs, expenses, charges, losses, damages, claims, demands, proceedings or other liabilities which the members of the Advisory Board may incur or which may be made against any or all of them as a result of them being members of the Advisory Board and performing their duties and obligations as such, other than any liabilities that by law would attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty.

9.10 The Advisory Board may act upon the opinion or advice obtained from barristers or solicitors and they shall not be liable for anything done or suffered by them in good faith in reliance upon such opinion or advice.

## 10. Membership committee

10.1 The members may elect from their number a committee (“the Membership Committee”):

- (α) to work with The Manager to create an enjoyable and rewarding environment for members;
- (β) to facilitate communication between members and The Manager;
- (χ) to foster and promote the interests of members;
- (δ) in consultation with The Manager, to plan an annual calendar of golf and social activities for an on behalf of Members; and
- (ε) to undertake such other activities and responsibilities as requested by the Advisory Board and/or the Members generally.

10.2 The Membership Committee will comprise up to four (4) members of which at least one (1) must be Residential Members.

10.3 The Membership Committee will be elected annually by the Members.

## 11. Membership Programme

### 11.1 Categories of membership

At the date of adoption of these rules, the following categories of membership have been granted, noting that Residential in this instance means the Owner(s) that own property within Lakes Resort

- (α) **Residential Memberships:** These are offered to Residents of Lakes Resort.
- (β) **Residential Junior Memberships:** These are offered to Residents of Lakes Resort who are under 19 years of age.

- (ζ) **Individual Memberships:** These are offered to individuals who are non-Residents of Lakes Resort.
  - (δ) **Individual Husband & Wife (Partners) memberships:** These are offered to couples who are non-Residents of Lakes Resort.
  - (ε) **Individual Junior Memberships:** These are offered to Junior non-Residents of Lakes Resort, who are under 19 years of age.
  - (φ) **Individual Restricted Memberships:** These are offered to Individual non-Residents of Lakes Resort and receive normal membership privileges but are limited to **20 rounds of golf per year**. Additional rounds over and above these stated will be payable at Members guest rate.
  - (γ) **Individual Overseas Memberships:** These are offered to bonafide International Members not residing in New Zealand and is limited to **15 rounds of golf per year**. Additional rounds over and above these stated will be payable at members guest rate.
  - (η) **Individual Foundation Memberships** – These are Financial Members as at 28<sup>th</sup> November 2009
  - (ι) **Individual Foundation Husband & Wife Membership** - These are Financial Members as at 28<sup>th</sup> November 2009
  - (φ) **Corporate Membership** – These are offered to companies or corporates and the details and terms to negotiated with The Manager.
- 11.2 The Manager reserves the right to create further categories of membership from time to time.
- 11.3 The Manager also reserves the right to grant special access rights to all or any of the Club Facilities to such persons as The Manager considers to be important to the operation and/or promotion of the Club and its facilities, including associates of the directors or shareholders of The Manager and visiting dignitaries, provided that such access rights do not materially derogate from the rights conferred on members.

## 12. Membership Privileges

### 12.1 Residential memberships:

These memberships are available to Property Owners at Lakes Resort only. Members and their permitted family members are entitled to use the golf course and all other Club Facilities as provided for Members at Lakes Resort by The Manager from time to time, in accordance with these rules and any bylaws.

The specific rights and privileges of Residential Memberships are detailed in Appendix I to these rules.

## **12.2 Individual memberships**

These memberships are available to non-resident members and entitles the use of the Golf Course and all other Club Facilities as provided for members at Lakes Resort by The Manager from time to time, in accordance with these rules and any bylaws.

## **13. Variation of Membership Programme**

13.1 The Manager may from time to time review the categories of membership and their access rights, privileges and terms, as The Manager may consider in the best interests of the Club but not in a manner which materially derogates from the rights of the Members conferred under these rules.

13.2 The Manager will limit numbers of memberships to ensure that all Members have reasonable and satisfactory access to the Club Facilities in accordance with their membership entitlements.

13.3 The access rights and privileges of membership and the payments to be made to The Manager in respect of memberships and other Club privileges are as set out in the Appendix I to these rules, and as amended from time to time in accordance with these rules.

## **14. Applications for Membership and Residential Membership Transfers**

14.1 All applications for membership shall be made on the appropriate application form obtainable from The Manager as required to process applications and shall be accompanied by the required Joining Fee.

14.2 A person may become a member either by:

(α) Approval of new membership  
By application to the Club for membership, in the appropriate form, and approved for membership by The Manager.

(β) Transfer of Residential Membership  
By application to the Club to substitute a new member for an existing member, in the appropriate form, and the substitute person approved for membership by The Manager.

14.3 The Manager reserves the right to charge an administration fee to cover the costs involved in approving the transfer of membership, and to further regulate the transfer of membership by way of bylaws.



14.4 Any application for membership may be rejected at the discretion of The Manager, and The Manager will have no obligation to provide or disclose to the applicant or any other person the reasons for disapproval or rejection of any application. No applicant will have any recourse against The Manager upon a rejection of any application.

## **15. Membership cards**

15.1 The Manager will establish bylaws for the issue and use of membership cards. At the date of adoption of these rules, the bylaws applicable to membership cards are set out in Appendix III.

## **16. Resignations without a request for transfer**

16.1 Members may resign their membership at any time by letter delivered to The Manager at the Club address.

16.2 The resignation will not be accepted until it has been formally acknowledged by The Manager and shall take effect from the end of the membership year in which the resignation takes place. No refund will be made of any Annual Subscription Fee paid in advance for that membership year and the resigning member shall have full membership rights until the end of that membership year, subject to any transfer of the membership.

## **17. Register of Members**

17.1 The Manager shall keep a register of Members and enter in it:

- (α) the names and addresses of the Members;
- (β) their category of Membership; and
- (γ) the date on which the Membership commenced.

17.2 Any change of name or address of any Member shall be notified to The Manager who shall alter the register of members accordingly.

17.3 Any disputes as to registered details and categories of Members and consequential entitlements will be determined by The Manager whose decision shall be final and binding on all Members.

## **18. Conduct and Complaints**

18.1 Behaviour and suspension of members

- (α) No Member, Guest or other person utilising member privileges shall abuse any of the Employees of the Club or of The Manager, verbally or otherwise. All such Employees are under The Manager's supervision and no Member or Guest may reprimand or discipline any Employee, request any Employee to perform

personal tasks while on duty at the Club, or send any Employee off Club Facilities for any reason. Any Employee not rendering courteous and prompt service should be reported to The Manager immediately. The Manager will give all such reports prompt attention.

- (β) Where the Manager is of the opinion, after proper enquiry and giving the Member involved the opportunity to justify or explain the conduct involved, that the conduct of any Member is injurious to the character or interests of the Club (including the non payment of the Annual Licence Fee for period of more than seven (7) days), The Manager may suspend the Member from use of all or any Club Facilities. If the reason is other than for non-payment of the Annual Licence Fee The Manager shall give an explanation of its reasons for so doing. Such suspension shall not last for more than thirty (30) days. Any Member so suspended shall have a right of appeal to the Advisory Board to be made within seven (7) days of the date of suspension.

## 18.2 Expulsion of members

- (α) The Manager may, after proper enquiry and giving the Member involved the opportunity to justify or explain the conduct involved, expel from the Club any Member whose conduct in the opinion of The Manager is injurious to the character or interests of the Club or renders the member unfit to associate with Members of the Club.
- (β) For the purposes of this clause, unfinancial Members will have there membership privileges cancelled until full of Subscription Fee has been received.
- (γ) The Manager shall give a written explanation of the reasons for expelling a Member. Any Member who is expelled shall have the right of appeal to the Advisory Board to be made within seven (7) days of the date of expulsion.
- (δ) A Member expelled (including any Member owning a residence at Lakes Resort) shall forfeit all rights and privileges of membership and all rights which the Member shall have against The Manager arising out of the membership or against its directors, employees or agents or any member and they shall not have any liability to the expelled Member in respect of such expulsion.
- (ε) Notwithstanding the expulsion of a Member, The Manager shall be entitled to continue to pursue the Member for payment of all amounts due to The Manager.

## 18.3 Complaints

Complaints concerning any matters affecting the Club shall be made in writing to The Manager, who shall formally acknowledge receipt of any such complaint and deal with the matter accordingly.

## **19. Guests**

- 19.1 Members may bring guests to Lakes Resort to use the golf course and the Club Facilities upon the payment of guest fees for playing golf and subject to any bylaws relating to guests' privileges established by The Manager from time to time.
- 19.2 The bylaws relating to guest privileges at the date of adoption of these rules are set out in Appendix IV.

## **20. Rules and Bylaws Generally**

- 20.1 The Manager may from time to time make, alter and repeal all such rules or bylaws as it may deem necessary or expedient for the ongoing proper conduct and management of the Club, including:
- (α) the general management, control and trading activities of the Club;
  - (β) the control and management of the Club Facilities;
  - (γ) the management and control of play and dress on the Golf Course and at other Club Facilities;
  - (δ) the management and control of any other Club sports or activities;
  - (ε) the control and management of all competitions; and
  - (φ) the conduct of Members.
- 20.2 The Manager shall not make rules or bylaws which derogate from the rights conferred on Members under these rules or the Deed of Licence.

## **21. Golf and other Club Facilities**

- 21.1 The bylaws relating to the playing of golf and other sporting activities at Lakes Resort, and the operation of Club Facilities, are set out in Appendix V.

## **22. Loss or Destruction of Property, Personal Injury, Risk**

- 22.1 Each member as a condition of membership and each guest as a condition of invitation to the Club Facilities assumes sole responsibility for his or her property. The Manager shall not be responsible for any loss or damage to private property used or stored on the Club Facilities, whether in lockers or elsewhere.
- 22.2 Any member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by The Manager, or who engages in any contact, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by The Manager, either on or off the property, shall do so at their own

risk, and shall indemnify and hold harmless The Manager, its directors, officers, employees, representatives, and agents from any and all loss, costs, claim, injury, damage or liability sustained or incurred by them, resulting from such activity and/or resulting from any act or omission of any partner, director, officer, employee, representative, agent of The Manager or arising out of or incidental to Membership of the Club or use of the Golf Course and/or the Club Facilities.

22.3 Neither The Manager nor the Club shall be liable for any loss or injury to the property or persons of any member or non member on or in the Club Facilities (including motor vehicles parked on or near Club Facilities).

### **23. Notices**

23.1 A notice may be served upon any Member either personally or by sending it by ordinary post, by fax or by e-mail addressed to such Member at the address shown in the register of members (their "registered place of address") or by leaving it in an envelope at their registered place of address.

23.2 Any member whose registered place of address is not in New Zealand may from time to time notify in writing to The Manager an address in New Zealand which shall be deemed to be their registered place of address.

23.3 Those members who have no registered place of address, may be served notices by a notice posted up on the Club notice board at the Golf Resort building or by a notice posted to the electronic notice board on the Lakes Resort website, which shall be deemed to be served on such Members at the expiration of 24 hours after it is so displayed.

23.4 Any notice sent by post shall be deemed to have been served on the day following that on which it is posted and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted. A certificate in writing signed by The Manager or any officer of The Manager that the notice was so addressed and posted shall be conclusive evidence of this fact.

23.5 A notice is taken to be received:

- (α) in the case of a posted letter to an address within New Zealand, on the third day after posting;
- (β) in the case of a posted letter to an address outside of New Zealand, on the tenth day after posting;
- (γ) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient; or
- (δ) in the case of an email, when it enters the recipient computer (and is effective when received even if the recipient is unaware of it).

- 23.6 An email is deemed to be sent from the place where the sender has its place of business and to be received where the recipient has its principal place of business (or if the sender or receiver has more than one place of business, then its principal place of business, or if it has no place of business, then its usual place of residence).

## **Appendix I**

### **Privileges for Memberships**

The membership provides membership rights for the membership holder.

(α) Access  
Members have unlimited access to the golf course and other Club Facilities in accordance with the rules and bylaws.

(β) Privileges  
A membership entitles the membership holder, to have full membership rights.

Residential Members must apply to Lakes Resort to use a private golf cart at Lakes Resort. Approval of such use is subject to the Lakes Resort Golf Cart Policy in effect from time to time. No private golf carts are to be driven around the Golf Courses, unless a Residential Member is actively playing Golf.

(c) Membership cards  
Membership cards will be issued to the membership holder

### **Annual Subscription Fee**

All fees and other amounts payable are subject to review and change, in accordance with these rules.

### **Specific Privileges - Members**

These privileges will be effective upon presentation of a valid Lakes Resort Golf Club membership card.

#### **Golf**

No green fees are charged, but golf cart fees and range ball costs are payable as set by the Manager from time to time pursuant to clauses 11.1 (f) and 11.1 (g).

### **Specific Privileges – Members’ Guests**

These privileges will be effective upon attendance at the Club accompanied by a member.

#### **Golf**

Green fees are payable at applicable guest rates.

Golf cart fees and range ball costs are payable as set by the Manager from time to time.

## **Appendix II**

### **Club Facilities**

At the date of these rules, the following facilities are available for member use:

- 18 hole championship golf course
- Golf practice facilities including putting green and practice range
- Golf resort building, offering casual dining facilities, men’s and women’s locker facilities, golf shop, administration offices and patio deck areas.

## Appendix III

### Bylaws governing membership cards

- (α) The person whose name is entered on the register of members as the membership holder is entitled to receive a membership card, which shall remain the property of the Manager.
- (β) The membership card shall detail the member's name and club number. The Manager reserves the right to require photographs to be included on the membership card. Membership cards are valid for twelve (12) months and will be reissued or renewed upon payment of the Annual Subscription Fee for the next membership year.
- (γ) The holders of membership cards must produce their membership card each time they use any Club Facility. The Manager reserves the right to deny any person his or her member's privileges if a membership card is not produced.
- (δ) Where a membership card is lost or destroyed, The Manager shall, on application by the Member, issue a replacement membership card, any costs associated will be payable by the Member.
- (ε) Membership cards may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.

## Appendix IV

### Bylaws governing guest privileges

- (α) The Manager may restrict the number of guests able to use the Club Facilities on any particular day, (or at prescribed times on particular days), in the best interests of Members.
- (β) Guests will be charged guest fees for the use of Golf Course and Club Facilities as determined from time to time by The Manager.
- (γ) Guests shall be governed by the same rules and regulations as members and Members shall be responsible for the conduct of any guest they may introduce to the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of The Manager, cause such guest to leave the property.

## Appendix V

### Bylaws governing use of the golf course and other Club Facilities

#### Club Facilities:

- (a) **Hours of operation:** The hours of operation of Club Facilities will be established by The Manager taking into consideration the season and other circumstances. Areas of the Golf Resort building may be closed from time to time for maintenance, repairs and other purposes deemed appropriate by The Manager.

- (b) **Smoking:** Smoking is permitted only in designated areas.
- (c) **Restricted areas:** Members are not allowed in the golf cart and golf club storage areas, golf course maintenance area, kitchen or other Club service areas.
- (d) **Children:** Children under 12 years of age are permitted in the golf resort building only if supervised by an adult. No child under the lawful drinking age is permitted in any bar or lounge unless accompanied by an adult.
- (e) **Pets:** Dogs and other pets, with the exception of seeing eye dogs, are not permitted on Club Facilities.
- (f) **Dress:** Members shall dress in a fashion befitting the surroundings and atmosphere of the Club. It is the responsibility of members to advise guests of dress requirements.
- (g) **Performers:** Performances by entertainers are permitted on Club Facilities only with the prior approval of The Manager.
- (h) **Advertising:** Advertisements of any form are prohibited from the Club Facilities and may not be posted or circulated at the Club nor upon any Club stationery without the prior approval of The Manager.
- (i) **Petitions:** Petitions may not be originated, solicited, circulated or posted on the Club Facilities without the prior approval of The Manager.
- (j) **Parking:** Parking is permitted only in areas clearly designated for parking. Parking must be confined to spaces designated in the parking lot.

**Golf rules and etiquette:**

- (a) The rules of the game of golf as played by the Club shall be those of the Royal and Ancient Golf Club of St Andrew's, together with the Rules of Etiquette, except as they may be modified by local rules.
- (b) All players, especially children and learners, are expected to learn and observe the fundamentals of golf etiquette.
- (c) "Cutting in" is not permitted at any time. All play shall start at #1 tee unless otherwise directed by Golf Shop Personnel.
- (d) Practice of any form is not permitted on the golf course at any time. The practice facilities that are available must be used for all practice.
- (e) Course Marshalls may be on duty to help regulate play and enforce golf cart regulations. The Course Marshalls have full authority on the golf course to enforce all rules and speed of play.



- (ϕ) Slow play is not tolerated. In the interest of all, players should play without delay. No player should play until the players in front are safely out of range. Foursomes should complete an 18 hole round in 4 hours and 10 minutes. If a foursome or other group of players is unable to maintain adequate speed of play and fails to keep their place on the course, they must allow the following group to play through. Course Marshalls have the authority to stop a slow playing group to allow the following group(s) to play through or to require the slow playing group to pick up their balls and move forward to catch up with the group ahead.
- (γ) All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee or they will lose their position on the golf course and must get permission from the starter to resume play.
- (η) While playing on the course, each player must use a separate set of golf clubs.
- (ι) All tournament play must be approved in advance by the Golf Professional.
- (ϕ) Appropriate golf attire is required for all players on the golf course. Members and designees are expected to insure that immediate family members and guests adhere to such rules. Members should remind their guests of the dress policy prior to arrival at the Club to avoid embarrassment for the Member and Guest.
  - (i) On the golf course, members are required to wear collared shirt, walk shorts/tailored trousers and appropriate golf shoes with soft spikes or soft-soled sports shoes. Metal spikes **Are Not Permitted** on the golf course.
  - (ii) A smart standard of dress is required when using the facilities.
- (κ) The golf course may not be used for any other purpose, except playing golf.
- (λ) Children who do not have an official handicap must be accompanied by an adult while playing golf unless playing in a Club-sponsored tournament.
- (μ) Management may close the golf course to play at any time, at its sole discretion.
- (ν) “Discontinued Play” policy for inclement weather is as follows: less than four holes played – full eighteen-hole credit; less than thirteen holes played – nine-hole credit. It is the sole responsibility of the player to apply for a credit from the golf shop on the day that play is discontinued.
- (ο) Foursomes control the speed of play. Twosomes and threesomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.
- (π) Twosomes and singles may be grouped with other players, if available, at the discretion of the Golf Shop. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the Golf Shop.

- (θ) Fivesomes are not permitted on the golf course, without permission from The Manager.
- (ρ) “Course Closed” or “Hole Closed” signs are to be adhered to **Without Exception**.
- (σ) The Club reserves the right to accommodate requests to have corporate golf days from time to time. Notices of these corporate golf days will be posted indicating the hours/days during which the day will take place.

### **Hours of Play**

The hours of play and golf shop hours will be posted in the golf shop. The golf Head Green Keeper is authorised to determine when the Golf Course is suitable for play. The decision of the Head Green Keeper shall be final.

### **Golf Starting Times**

- (α) All golfers must have a starting time reserved through the Golf Shop. The staff will assign the starting time depending on availability.
- (β) Persons reserving a golf starting time must give their name and membership number and the names of the players in their group at the time of reservation.
- (χ) Starting time changes must be approved by the Golf Shop. Be courteous to other members and notify the Golf Shop of any cancellations as soon as possible.

### **Registration**

- (α) All members and guests must register in the Golf Shop before beginning play.
- (β) Failure to check in and register ten minutes prior to a reserved starting time may cause cancellation.
- (χ) Players late for their starting time lose their right to the starting time and shall begin play only at the discretion of the Golf Shop Personnel.

### **Practice Range**

- (α) The practice range is open during normal operating hours. All range balls must be purchased from the Golf Proshop.
- (β) Range balls are for use on the Practice Range only and may not be removed from the Practice Range. Range balls must not be used on the Golf Course.
- (χ) Balls must be hit from designated areas only.

### **Golf Cart Rules**

- (α) Golf Carts may only be used on the Golf Course when the golf course is open for play. Lakes Resort owned Golf Carts are not to be driven off the Golf Courses to any residential properties at any time.

- (β) The Club may require that Golf Carts remain on cart paths based on course and weather conditions at the time. Players will be informed of this policy prior to beginning play and must abide by this ruling at all times.
- (χ) Each operator of a golf cart must be at least fifteen years of age.
- (δ) Only two persons and two sets of golf clubs are permitted per Golf Cart at any time.
- (ε) Always use Golf Cart Paths where provided, especially near tees and greens. Do not drive a Golf Cart within 10 meters of a Green, Tee Block or Bunker.
- (φ) Never drive a Golf Cart through a Hazard, GUR or Waste Area.
- (γ) Operation of a Golf Cart is at the risk of the operator. Cost of repair to a Golf Cart which is damaged by a member, will be charged to the member or, in the case of damage by a members guest, the cost of repair will be charged to the sponsoring member. Members using a Golf Cart will be held fully responsible for any and all damages, including personal injury and property damage, that are caused by the operation of the Golf Cart by the member or their guests.
- (η) The use of Privately Owned Golf Carts is permitted by Residential Members only and The Manager may impose a cart trail fee. The use of any other form of Motorised Transport, with the exception of Motorised Golf Trundlers is not permitted by any other Members.

### **Handicaps**

- (α) Handicaps are computed under the supervision of the management in accordance with the current NZGA Handicap System.
- (β) All members with an official handicap may participate in Club tournaments. Handicaps will be required for all Club events.

### **Golf Course Etiquette**

- (α) Persons using the golf facilities should do their part to make a round of golf at Lakes Resort a pleasant experience for everyone. Here are some suggestions:
  - Do not waste time. Anticipate the club or clubs you may need and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play.
  - The time required to hole out on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.

- Players should ensure that greens are not damaged by dropping golf bags or the flagsticks on the Green and that the hole is not damaged by standing close to it or by removing the flagstick or the ball from the hole. The flagstick should be properly replaced in the hole before the players leave the green.
- No one should move, talk or stand close to or directly behind the ball or the hole when a player is addressing the ball or making a stroke.
- When approaching a green, please park your Golf Cart on the cart path on the best direct line to the next tee. Not in front of the Green.
- When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.
- If you are not holding your place on the course (see general golf rules), allow the players behind to play through. Do the same if you stop to search for a lost ball.
- Repair your ball marks on the greens. If you see unrepaired ball marks, please repair them as well. Remind your playing partners to observe this courtesy.
- Repair and/or fill your fairway divots with sand provided.
- Carefully rake bunkers after use and place the rake outside the bunker.

**Professional golfers:**

The Manager may from time to time allow professional golfers special playing privileges provided that the Manager considers such privileges to be in the interests of members.

**Reservations:**

The Manager may, from time to time, reserve tee times exclusively for members' use. If these times are not booked within 24 hours prior to the reserved starting time they will be released to the public on a first come, first served basis. Members may reserve golf starting times up to 7 days in advance by making a reservation in accordance with the procedure from time to time established by The Manager. In addition to The Manager's right to reserve golf starting times The Manager also has the right to reserve entire days of use of the golf course to enable it to stage tournaments and other related events.

## **Appendix VI**

### **Interpretation**

In these rules, unless the context indicates otherwise

“Advisory Board” means the advisory board established pursuant to rule 9;

“Club” means the Lakes Resort Golf Club situated at Pauanui, New Zealand;

“Club Facilities” means those facilities provided for use by Members as determined by The Manager from time to time as set out in Appendix II;

“Lakes Resort” means the Property;

“The Manager” means Lakes International Golf Management Limited

“Membership committee” means that committee elected pursuant to rule 10;

“Property” means the Lakes Resort Golf Club at Pauanui.