



BROOKWATER
GOLF & COUNTRY CLUB

**RULES
&
REGULATIONS**

Date: 17 December 2021

GENERAL & CLUB FACILITIES RULES

1 Manager

- (a) The Manager shall have complete charge of the Golf Course and Club Facilities at all times.
- (b) Anything the Manager may do under these General Club Rules and the Golf Course Rules may be done by a person authorised by the Manager.

2 Hours of Operation

2.1 Hours of operation

- (a) The hours of operation of the Golf Course and Club Facilities will be established by the Manager on a seasonal basis.
- (b) The Manager has the right to vary these hours to cater for tournaments, special events and scheduled maintenance and repairs.
- (c) The Manager has the right to close the Golf Course and Club Facilities as set out below.

2.2 Manager's office hours

- (d) The Manager's offices within the clubhouse are open Monday to Friday: 8.30 am to 5.00 pm.
- (e) For information about hours of operation for the Golf Course and Club Facilities, Members should check on the Golf Club website at www.brookwatergolf.com.

3 Dress Code

3.1 Golf Course

- (a) Dress on the Golf Course and practice areas is smart casual and standard golf attire.
- (b) Denim clothing, T-shirts, tank tops, singlets, tracksuit pants, football style jumpers and board shorts are not permitted on the Golf Course.
- (c) Shorts must be of a tailored style, shirts must be collared, with all attire to be in good repair.
- (d) Soft spike golf shoes are required.

3.2 Club Facilities

- (a) Dress in the Club Facilities is smart casual with the following exceptions:
 - a. Gym attire is permitted in the Gym only (not in the club house or on the Golf Course);
 - b. Tennis attire is permitted on the Tennis Courts only (not in the club house or the Golf Course);
 - c. The dress code that applies to the Golf Course applies when using the driving range.
- (b) Users of the Club Facilities must change into appropriate dress if they wish to access the Golf Course or the clubhouse (after using other Club Facilities).

- (c) Sleeveless shirts, underwear style singlets, rubber thongs, football attire, provocative, ripped or torn clothing, mid-riffs, offensive branding, active wear (other than on the Tennis Court or the Gym) or work attire are not permitted within the Club Facilities.

3.3 Refusal of entry

The Manager reserves the right to refuse entry to persons to the Golf Course or Club Facilities who are not dressed in accordance with these Rules.

4 COVID-19 Vaccination Policy – refusal of entry

4.1 Refusal of entry

From 17 December 2021 until further notice by the Manager, the Manager will refuse entry to any persons to the Golf Course or Club Facilities, including members and their guests, who are over the age of 16 and who are not able to provide to the Manager Proof of COVID-19 Vaccination or evidence of a Medical Contraindication. A person who does not provide Proof of COVID-19 Vaccination or evidence of a Medical Contraindication as required under this clause must immediately leave the Golf Course or Club Facilities.

4.2 Proof of COVID-19 Vaccination

Proof of COVID-19 Vaccination means the evidence required that verifies a person is fully vaccinated against COVID-19 (all doses required). *Note: a person is treated as if they are fully vaccinated if they provide evidence of a Medical Contraindication.* Proof of vaccination will only include:

- (a) written confirmation of a COVID-19 vaccination provided to the person as part of the vaccination process, such as a record of vaccine card;
- (b) vaccination information displayed on the “Check in Qld App”;
- (c) an online or printed immunisation history statement for COVID-19 vaccination, including confirmation of a Medical Contraindication; or
- (d) an international COVID-19 Vaccination Certificate:
 - a. in a printed or electronic form from the Department of Home Affairs that confirms completion of an Australian Travel Declaration and vaccination against COVID-19 overseas; or
 - b. through Medicare online through myGov or the Medicare mobile app; or
 - c. an official record of vaccination provided to the person when vaccinated against COVID-19 overseas.

4.3 Age, Disability, language barrier or technology issues

If a person is unable to comply with clause 4.1 because of age, disability, language barrier or technology used when requesting the Proof of COVID-19 Vaccination, another person may provide Proof of the COVID-19 Vaccination or evidence of a Medical Contraindication on the person’s behalf.

4.4 Exceptions

A person not required to comply with this clause 4 if:

- (a) the person is younger than 16 years old;
- (b) the person is exercising a law enforcement, intelligence, or national security functions on behalf of a government agency; or
- (c) the person enters in an emergency or is entering to provide emergency services; or

- (d) if would present a risk to a Club worker's safety.

For example, if the Manager has displayed prominently the vaccination requirements at the point of entry to the Golf Course and staff are aware of their requirements to sight Proof of COVID-19 Vaccination before entry of a person to the Golf Course and a visitor becomes aggressive towards that staff member for refusing entry, the staff member is not required to enforce compliance but must reasonably refuse to serve the visitor and treat them in the same way as other aggressive visitors (including, without limitation, calling law enforcement).

4.5 Definitions

In this clause 4:

- (a) **Medical Contraindication** means a temporary or permanent contraindication that is notified to the Australian Immunisations Register (AIR) by a medical practitioner completing an Australian Immunisation Register immunisation medical exemptions form in relation to a person and recorded on the person's Immunisation History Statement.
- (b) **Proof of COVID-19 Vaccination** is defined above in clause 4.2.

5 Guests and other Non-Member Users

- (a) Members may invite guests to use the Golf Course and Club Facilities.
- (b) Members are responsible and liable for their guest's conduct and dress.
- (c) Members must ensure their guests obey these Rules at all times.
- (d) Guests must pay any fees as set out in the fee schedule for the Golf Club or Club Facilities as notified by the Manager from time to time (which are available at the Golf Shop).
- (e) A Member is restricted to introducing a maximum of 3 accompanied guests at any one time on the Golf Course or Club Facilities unless prior permission has been granted by the Manager.
- (f) A Member may only introduce a particular guest, 12 times per membership year.
- (g) Members may not introduce a guest on Saturday's prior to 12 noon. It is strictly competition play. The exemption are guests of 7 Day Corporate Members, as this forms part of their Corporate Membership. Any guests of Corporate Members must play in the competition.
- (h) Some categories of Members may be eligible to invite unaccompanied guests in accordance with guidelines established by the Manager.
- (i) The Manager retains the right to refuse entry to any person to the Golf Course or the Club Facilities (including without limitation guests of Members) where the Manager believes allowing access to that person is not in the best interest of Members or other patrons.

6 Children

- (a) Children under 12 years of age are permitted to use the Golf Course and Club Facilities if accompanied and supervised by an adult.
- (b) Children under the lawful drinking age are not permitted in any licensed area unless accompanied by an adult.

7 Responsible Serving of Alcohol

- (a) The Manager may cease serving alcohol to any patron of the Golf Course or Club Facilities.
- (b) Members acknowledge that the Manager must strictly comply with the *Liquor Act 1992* and with the conditions of the liquor licence that applies to the Golf Course and the Club Facilities.

7 Smoking Policy

- (a) Visitors to the Golf Course and the Club Facilities must comply with the laws and regulations as to smoking in force in Queensland at any point in time and any direction of the Manager regarding smoking.
- (b) Details of the rules and regulations (including which areas are smoking and which areas are non-smoking) may be obtained from the Manager.

8 Food and Beverage on Premises

Only food and beverages purchased from the bar, restaurant and beverage carts within the Club Facilities may be consumed on the Golf Course and Club Facilities.

9 Parking of Motor Vehicles

- (a) Members must park their motor vehicles in accordance with the parking regulations specified by the Manager or as otherwise signed.
- (b) Parking is at the driver's risk and the Manager accepts no liability for the damage of any motor vehicle.

10 Animals

Pets are prohibited on the Golf Course and Club Facilities at all times (other than seeing eye dogs). For avoidance of doubt, residents of neighboring areas (and other persons) are not permitted to walk their pet on the Golf Course at any time.

GOLF COURSE RULES

11 Golf Course Bookings

11.1 General Booking Conditions

- (a) Bookings may be made online, by phone (Phone: (07) 3814 5500) or in person at the Golf Shop.
- (b) The Manager reserves the right to alter tee times without notice due to circumstances outside of the Manager (E.g. lightening, slow play, course renovations).
- (c) The Manager will maintain a daily golf booking time sheet in the Golf Shop.
- (d) The Manager reserves the right to nominate certain days as corporate golf days, when Members may not use the Golf Course unless they are participating in the corporate golf day.
- (e) Subject to these rules, Members may book a tee time 30 days in advance for themselves and their guests.
- (f) Members may reserve a maximum of one tee time per day in advance subject to tee time availability.
- (g) The Manager may join Members with other players to make a foursome to accommodate the maximum number of players on the Golf Course.
- (h) Players must check in at the Golf Shop a minimum of 20 minutes before the start of the reserved tee time. The Manager may cancel a booking if this condition is not complied with (and issue a credit note).
- (i) The Manager reserves the right to remove players from the Golf Course if these rules and regulations have not been adhered to. No refunds will be given in the event that the player is removed from the course in accordance with these rules.
- (j) All users must pay fees to use the Golf Course (unless such fees are included in that person's current Membership).
- (k) The Manager may cancel any person's booking (at any time) or refuse entry to a player who has a booking if that person does not comply with the COVID-19 vaccination policy set out above.

11.2 Online Bookings

- (a) Online bookings may be made here: <https://www.brookwater.com.au/golf-and-country-club/golf/book-golf/>.
- (b) Successful online bookings will receive an automatic confirmation via email. No further confirmation is required.
- (c) The internet booking system is directly linked to the reservation software, and the player will only be contacted if a Brookwater Golf & Country Club staff member has a query regarding your booking. If a confirmation email is not received, the player must check that the email entered is correct.
- (d) The player is required as proof of booking to provide the reference number or the credit card used to secure the booking at the time of registration to the Golf Shop staff.
- (e) Online bookings cannot be modified online (see below for modifications of bookings).
- (f) Online bookings cannot be cancelled due to change of mind.

- (g) Additional conditions may be imposed on online bookings. Those additional terms will be available at the time of booking (electronically).

11.3 Modification to Bookings

- (a) Modifications to any booking can be made by calling the Golf Shop on (07) 3814 5500 or sending a detailed email to golfshop@brookwatergolf.com together with a copy of the original confirmation email. No guarantee can be given regarding the requested date/time.
- (b) Should the player wish to modify or change their booking to an alternative time or date, contact must be made with the Manager 48 hours before the reserved tee time, the player must speak to the Golf Shop staff on (07) 3814 5500 or email golfshop@brookwatergolf.com. The Golf Shop or manager on duty will confirm availability of the new tee time date and time.
- (c) In the event that bookings are made in multiples and a player does not show, no refund or credit note will be given for the “no show” player.
- (d) If a modification is made to a paid booking and the modification of the booking cannot immediately be accommodated by the Manager, the Manager will issue a credit note to the person that made the booking (provided the person attempted to modify the condition in the time frames set out above). The below terms will apply to the issuing of credit notes.

11.4 Credit Note Terms and Conditions

- (a) These conditions apply where a credit note is issued by the Manager for a paid booking.
- (b) To use a credit note that relates to a rescheduled booking issued by the Manager, the player is required to reschedule the tee time within one month of the original booking date by making the modification to the booking as set out above.
- (c) Should the player wish to reserve a tee time that is priced at a lower rate, then the difference between the original booking price and the lesser price will be forfeited. Should the player wish to reserve a tee time that is priced at a higher rate, then the player must pay the difference between the original booking price and the higher price.
- (d) The Manager reserves the right to refuse the issuing of a ‘credit note’ should the player not provide 48-hours’ notice to a staff member of Brookwater Golf & Country Club.
- (e) Should a player of a prepaid group tee time become unable to play, the golf shop must be advised within 48 hours, should 48 hours not be provided, Brookwater Golf & Country Club reserves the right to refuse credit note for this non played tee time.
- (e) A credit note must be used within three months from the date of the original booking.

12 Golf Handicaps

- (a) The Manager will maintain golf handicaps in accordance with the Handicapping Rules of Golf Australia, for all Members who nominate the Golf Course as their home club.
- (b) The Developer and the Manager will display all handicaps at a location chosen by the Manager in the Club Facilities. Member’s handicaps will also be available on the Member’s Portal.
- (c) The Manager will not be liable to Members for any errors or omissions made in maintaining handicaps.

- (d) Members may obtain a handicap certificate free of charge from the Golf Shop.

13 Registration

- (a) All golf players must register in the Golf Shop prior to play.
- (b) The Manager may allocate tee times to other players where the player has not registered a minimum of 20 minutes before the scheduled tee time.

14 Starting

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

15 Playing Numbers

No more than 4 players per group are permitted to play as a group unless authorised by the Manager.

16 Practice

- (a) When practicing, players are to use the designated practice facilities only.
- (b) Players must not use the tees, greens, other Club Facilities (other than the practice facilities) or fairways of the Golf Course for practice.

17 Competitions

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

18 Equipment

- (a) All players must have a full set of clubs and bag and must wear the appropriate footwear, preferably shoes designed specifically for golf with rubber soles or "soft" spikes.
- (b) Hire equipment is available through the golf shop for a fee.

19 Slow Play

- (a) If a group falls one clear hole behind the group in front, the first mentioned group must invite the group behind to play through.
- (b) Whenever play is delayed because of a lost ball, the group behind shall be invited to play through.

20 Personal Property

- (a) Members must not leave golf bags or personal belongings unattended.
- (b) The Manager is not responsible for lost or stolen property.

21 Use of Golf Course for Non-Golf Purposes

- (a) The Golf Course is private property and its sole purpose is for use by golfers with a reserved tee time.
- (b) The use of the Golf Course for other activities (walking, running, cycling, walking dogs) is strictly prohibited.
- (c) Access to the Golf Course must be through the main entrance to the Golf Course. Access to the Golf Course through locked gates from surrounding areas is only for Members with privately owned golf carts that are approved for use on the Golf Course by the Manager. Members with access through these locked gates must not permit anyone other than their bona fide guests the right to enter the Golf Course through these locked gates or provide their access card or code to any other person.

22 Damage to the Golf Course and Other Property

The following is prohibited;

- (a) throwing any type of litter, anywhere on the Golf Course at any time;
- (b) the display of temper or other discourteous conduct resulting in damage to the Golf Course;
- (c) failure to repair divots and ball marks on the green;
- (d) failure to rake the sand before leaving the bunker;
- (e) operating a golf cart on the shoulder or within 10 metres of any green, tee or bunker or failing to comply with instructions from the Manager;
- (f) permitting a golf bag to be placed on any putting green;
- (g) the use of driving range balls on the Golf Course;
- (h) failure to register and pay for guests; and
- (i) negligent or deliberate abuse of any item of property of the Developer or Manager.

23 Closure of Golf Course and Club Facilities

- (a) The Developer and Manager reserve the right to close the Golf Course for play or Club Facilities for use at any time without notice for any reason that the Manager thinks fit.
- (b) The Developer and Manager make no warranty that the Golf Course will be available for play or the Club Facilities will be available for use.
- (c) No person will have any claim or action against the Developer or Manager as a result of the Golf Course not being available for play or the Club Facilities not being available for use.

24 Golf Cart Rules

- (a) Only those golf carts owned by the Developer or Manager, and those owned by Members who are eligible to use their own private cart (where the carts are registered with the Department of Main Roads and are approved for use by the Manager) are to be used on the Golf Course.
- (b) Only persons with a valid Driver's Licence may operate a golf cart.

- (c) Golf carts owned by the Developer or the Manager are only for use on the Golf Course and for transportation, to and from, the practice range and are not to be driven to homes or on streets.
- (d) Golf carts owned by Members are only for use on the Golf Course and for transportation, to and from, the practice range and are not to be driven to homes or on streets within the Brookwater Residential Estate unless the carts are registered with the Department of Main Roads, and have been approved by Brookwater Golf & Country Club for use on Golf Course.
- (e) Members are not permitted to use their own private golf carts unless the Manager has first inspected the golf cart and approved the use. A fee may be payable for such inspection. No warranty is given by the Manager as to the fitness of use of any golf cart that has been inspected. Members will be required to provide the Manager with a copy of the Member's third party insurance for the use of the private golf carts and will be required to maintain such insurance. Members must ensure any approved golf cart is reviewed annually between 1 July and 31 August each year.
- (d) The Member is responsible and liable for all damages caused to the golf carts by them and their guests and indemnifies the Manager and the Developer.
- (e) The use and operation of all golf carts, whether provided by the Developer or Manager or privately owned, is at the risk of the users and such users shall, as a condition of that use, indemnify and hold indemnified the Developer and the Manager from and against all liabilities arising out of that use.
- (f) A maximum of 2 carts can be used per group.
- (g) No more than 2 golf bags may occupy or be carried in or on a single golf cart at any one time.
- (h) Members and users must comply with any traffic management rules notified or signed by the Manager to Members and users.
- (i) The Manager reserves the right to withdraw any consent for a person to use a private golf cart at any time in the Manager's absolute discretion where the Manager believes the Member is not complying with these Rules or the golf cart poses a risk to other uses of the Golf Course or Club Facilities.

25 Practice Facilities Rules

- (a) The practice facility will operate each day the Golf Course is open for play, during the hours specified by the Manager.
- (b) All users wishing to use the practice facilities must register at the Golf Shop.
- (c) Only range balls provided by the Manager are permitted on the practice facility.
- (d) Players must not walk forward of the tee markers for any reason.
- (e) Play must be from the designated markers only.
- (f) Golf balls designated by the Manager as practice range golf balls are not permitted for use on the Golf Course.
- (g) Practice facility golf balls are not to be taken from the practice facility.
- (h) Unless approved by the Manager, children under 12 years of age may only use the practice facility if under the supervision of a parent or guardian, who must be a minimum of 18 years of age. The supervising parent or guardian must ensure the child's behaviour does not interrupt the use of the practice facility by others.
- (i) Persons using the practice facility must follow the instructions of the Manager or other rules that are displayed on signs at the facility.

CODE OF CONDUCT

26 General Behavioral Standards

- (a) Any person using the Golf Course or the Club Facilities must adhere to commonly accepted standards of golfing etiquette at all times.
- (b) This includes during practice rounds and competition play.

27 Specific Standards

Any person using the Golf Course or the Club Facilities must (within limitation to any other rules) not:

- (a) deliberately break a rule of golf;
- (b) deliberately return a false golf score card;
- (c) continually fail to play golf without undue delay;
- (d) commit an act to deliberately disqualify themselves from a golf competition;
- (e) withdraw from a golf competition before the completion of that competition without providing a good reason to do so;
- (f) fail to submit a golf score card;
- (g) abuse in any way another player, staff member or person;
- (h) behave in manner unbecoming of a golfer or user of the Club Facilities – including, without limitation, swearing, abusing other persons, being violent or offensive behavior;
- (i) throw or deliberately in anger break golf equipment during a competition;
- (j) fail or refuse to cooperate with, or obstruct any investigation of their conduct or that of another person;
- (k) engage in any form of sexual harassment, victimization or bullying; or
- (l) fail to comply with the required dress code as set out in these Rules.

28 Breach of Rules

- (a) If a person breaches any of these Rules (or any other rules that are displayed on signage at the Golf Course or Club Facilities), the Manager may take whatever action the Manager deems necessary to resolve the matter, including, without limitation:
 - a. investigating the matter,
 - b. excluding the person from the Golf Course or the Club Facilities (or both),
 - c. cancelling a Member's Membership in accordance with the terms of that Membership, or
 - d. taking no action.
- (b) The Manager's decision on resolution of the matter will be final and may elect to take whatever action the Manager deems necessary in the Manager's absolute discretion.

TENNIS COURT RULES

29 Rules of Use

- (a) Users of the Tennis Courts must leave the Tennis Court promptly when their reserved time expires. If they desire to continue playing, they should report to the Golf Shop to see if courts are available.
- (b) Players must be dressed in appropriate tennis attire and footwear. Shirts must be worn at all times.
- (c) Courtesy and consideration must be observed at all times. Players and spectators should not walk across or behind a Tennis Court while a point is being played.
- (d) Parents are not to leave their children unattended whilst on the courts. Only playing participants should be on the courts.
- (e) No more than 4 players are permitted on one Tennis Court at any time.
- (f) Players must not bring food or drink onto the courts, or smoke on the Tennis Courts.
- (g) No litter must be left on the courts after use.
- (h) If nets are down, players are not to tighten up the net and play without the Manager's consent.

30 Hours of Operation

Hours of operation are the same as the Golf Course unless otherwise notified by the Manager (either displayed on signage or otherwise notified to the Members through the Member's Portal).

31 Reservations

- (a) No reservations are taken for the Tennis Courts in advance.
- (b) Use of the Tennis Courts is subject to availability and based on a first in best dressed basis.
- (c) Members acknowledge that the Manager also allows non-Members to use the courts and therefore no representation or warranty is made that the Tennis Courts will be available for use at the desired time.
- (d) All players, including public, members and their guests must register at the Golf Shop before play.

GYM USE RULES

32 Use of Gym by Gym Members Only

- (a) Only persons who are members of the gym facility may use the gym facility (or Members that have gym use as part of their Membership).
- (b) Only Members that have signed a gym membership agreement may use the Gym.
- (c) Use of the Gym must be in accordance with the terms and condition of use of the Gym are set out in Gym member's membership terms and conditions and otherwise displayed on signage at the Gym.
- (d) Users of the Gym must also follow any direction of the Manager to ensure the safe use of equipment at the Gym.

GENERAL

Words used in these rules have these meanings, unless their context specifies otherwise:

Application means the Member's application to join the Brookwater Golf Club as a member submitted by the Member to the Manager.

Club Facilities means the club building (including a bar, restaurant and golf shop), gym, tennis courts and a golf driving range located (or to be located) at the Golf Course.

Credit Note means a credit issued by the Manager to a person for the amount paid for a golf booking for the Golf Club that was cancelled in accordance with these Rules.

Developer means Springfield Land Corporation Pty Ltd (ABN 35 055 714 531), its successors or assigns to the development of the Golf Course and Club Facilities and includes any of the Developer's authorised employees or agents, where the context permits.

Golf Course means the 18-hole Greg Norman designed golf course located at Brookwater, Queensland.

Golf Shop means the shop located in the club house of the Club Facilities managed by the Manager where merchandise and equipment are sold and bookings are managed.

Gym means the gymnasium located at the Golf Course located adjacent to the entrance carpark.

Manager means Brookwater Golf Operations Pty Ltd (ABN 63 094 878 243), its successors or assigns to the management of the Golf Course and Club Facilities and includes any of the their authorised employees or agents, where the context permits.

Member means an eligible person who has made an Application for Membership which has been accepted by the Manager and which Membership has not been cancelled or revoked.

Membership means the contractual arrangements between the Member and the Developer whereby the Member purchased certain rights and privileges to use of the Golf Course and Club Facilities.

Member's Portal means the online system available for use by Members that can be accessed here: <https://brookwater.miclub.com.au/security/login.msp> with the Member's username and login.

Membership Card means the card given to Member by the Developer for use at the Golf Course and Club Facilities.

Rules means the rules and regulations set out in this document.

Tennis Court means the tennis court facilities located at the entrance of the Golf Course.

These rules may be changed by the Manager in the Manager's sole discretion. Changes will be notified to Members and these rules will notified to Members by email or posted in the Member's Portal.