



B R O O K W A T E R
Golf and Country Club

**Membership Agreement
(Terms & Conditions)**

Non-Transferrable Memberships



SIGNING PAGE

Acceptance by the Member(s)

_____ Signature of Member	Date: / / 20	←	_____ Signature of Member	Date: / / 20	←
_____ Name of Member		←	_____ Name of Member		←

Acceptance by the Developer

Executed by Springfield City Group Pty Ltd ACN 055 714 531 by its authorised signatory

Signature of Authorised signatory

Date: / / 20

Name of Authorised signatory

Acceptance by the Manager

Executed by Brookwater Golf Operations Pty Ltd ACN 094 878 243 by its authorised signatory

Signature of Authorised signatory

Date: / / 20

Name of Authorised signatory

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MEMBERSHIP AGREEMENT (Terms and Conditions)

1 Introduction

1.1 Non-transferrable Memberships

These terms and conditions apply only to Memberships that are not transferrable. Alternative terms and conditions apply to transferrable Membership types.

1.2 Contract between Member and Developer

- (a) This Membership Contract is a contract between each Member, the Developer and the Manager.
- (b) By submitting an Application, each Member offers to:
 - (i) be bound by this Membership Contract (including the Rules and Regulations) (as varied from time to time); and
 - (ii) ensure that their guests behave appropriately and obey the Membership Contract (including the Rules and Regulations) (as varied from time to time).
- (c) All Members must obey this Membership Contract (including the Rules and Regulations, as varied from time to time) at all times.

1.3 When Membership commences

- (a) A Membership year commences on 1 July of each year and ends on 30 June of the following year.
- (b) The term of the Member's Membership under this Membership Contract:
 - (i) commences on the date when the Manager accepts the relevant Application from a Member (complete with payment of relevant fees) or an earlier date agreed between the Member and the Manager; and
 - (ii) ends on 30 June the following year unless ended earlier under this Membership Contract or by agreement between the Manager and Member.
- (c) The term of the Member's Membership under this Membership Contract may only be extended annually as referred to in clause 1.4.

1.4 Renewal of Memberships

- (a) The Manager in its absolute discretion may offer to extend the term of a Member's Membership on an annual basis (from 1 July to 30 June or any other annual period determined by the Manager) by giving notice to the Member before the expiry of the term of the then current Membership.
- (b) The extension of the Membership may be on the same terms and Membership Features as the then current Membership terms and Membership Features or those Membership Features or Membership terms may be varied.
- (c) If the Manager intends on extending the Membership for a further annual period, the Manager will send a letter to the Member offering to extend the Membership on the terms and conditions set out in that letter (**Extension Letter**).
- (d) The Extension Letter may offer to extend the Membership on the same terms as the current Membership or may vary conditions (including any fees) of this Membership Contract or any of the Membership Features.
- (e) Upon receipt of an Extension Letter from the Manager, the Member may either:
 - (i) accept that offer to extend the Membership by paying the relevant Annual Fee by the due date set out in the Extension Letter - in which case the term of the

Membership will be extended for the relevant membership year and the terms of this Membership Contract will continue to apply to that Membership (as varied in the Extension Letter);

- (ii) reject the offer to extend the Membership by either not paying the relevant Annual Fee on the date set out in the Extension Letter or confirming in writing the Member does not accept the offer to extend – in which case this Membership Contract will come to an end on the last day of the term of that Membership;
 - (iii) submitting an Application to apply for a new Membership – in which case this Membership Contract will come to an end on the last day of the term of that Membership Contract and if the Application is accepted, the new terms and conditions referred to in that Application will apply to that new Membership.
- (f) Nothing in this Membership Contract obliges the Manager to extend any Membership or offer any alternative terms.

2 Memberships

2.1 Membership classes

- (a) The Manager may create one or more Membership categories in the Manager's discretion.
- (b) The Manager may divide membership categories into classes and sub classes in its discretion.
- (c) The Manager may cease to offer certain Membership categories or Membership Features in the Manager's discretion at any time.

2.2 Developer to decide Membership Features of each Membership category

The Developer, in the Developer's absolute discretion, may determine the Membership Features of each Membership category including, without limitation:

- (a) the number of memberships available in each Membership category; or
- (b) changing the Membership Features for each Membership category from time to time.

2.3 Waiver of fees

The Developer may waive any fee or charge applicable to a Membership in the Developer's sole discretion.

2.4 Priority rights

The Developer may establish priority rights for the acceptance of eligible applicants in any Membership category.

2.5 Nature of membership

Membership only confers on a Member a non-proprietary, non-exclusive, personal contractual licence to use the Golf Course and the Club Facilities subject to:

- (a) the Membership Features applicable to the relevant Membership category; and
- (b) this Membership Contract (including the Rules and Regulations).

2.6 Membership does not confer any ownership or other rights

Membership does not confer on a Member:

- (a) any rights or interests in the Developer or the Manager or any of their assets (including, without limitation) any intellectual property;

- (b) any right to share in or any expectation to receive any benefits, profits, assets or realisations of any business activities of the Developer or the Manager, including the management of the Membership Contracts; or
- (c) any right to participate in the management of the Developer or the Manager, including the management of the Club Facilities or the Golf Course.

2.7 Memberships not investments

- (a) Membership should not be viewed or entered into as an investment and no person obtaining a Membership should expect to derive any economic/financial profits or benefits from Membership.
- (b) Members are encouraged to obtain independent advice on the terms of the Membership Contract.

3 Changes

3.1 Changes to Membership Contract

- (a) The Manager may change, remove, add to, alter or update any part of the Membership Contract at any time, in its absolute discretion, by giving notice to the Member of the proposed change.
- (b) To avoid doubt, a change may include discontinuance of a Membership category or adding a new category of Membership.
- (c) The amount of notice which the Manager must give is 7 days.
- (d) The amended Membership Contract binds the Member at the end of the 7 day notice period (or some later date advised by the Manager or Developer).
- (e) The Manager must not use its powers under this clause to materially prejudice any Member who is a Member on or before the date the Manager gives notice of the change, removal or addition. A Member will not be materially prejudiced if the Manager elects to discontinue a Membership Feature or Membership category or limit the numbers of Members in Membership category types at the end of each Membership year.

3.2 Use of the Golf Course

The Manager may permit persons other than Members to use the Golf Course and the Club Facilities, on terms satisfactory to the Manager in its absolute discretion.

4 Applications for Membership

- (a) Anyone who wishes to become a Member must:
 - (i) make an Application to the Manager on the approved Application form prescribed by the Manager;
 - (ii) complete any other form required by the Manager to effect the Membership (e.g. privacy consents or direct debit forms);
 - (iii) fill out the approved Membership Application form in full and properly sign and date it; and
 - (iv) attach a cheque made payable to the Manager for the relevant Entrance Fee (or otherwise pay the Entrance Fee in a manner determined by the Manager) if any.
- (b) The Manager may reject an Application without giving any reason.
- (c) If the Manager accepts an Application, the Manager must notify the applicant

promptly. The Membership of the Member begins on the later of the date the Manager accepts the Application or the date on which the balance of fees are paid (or an earlier date agreed between the Manager and Member).

- (d) Membership Fees must be paid annual in advance by the first day of the Membership year unless the Manager agrees with the Member to pay in some other manner.
- (e) If the Manager agrees with the Member to allow Membership Fees to be paid in instalments by direct debit, the Member must ensure it has sufficient funds to pay those direct debits at the agreed times set out in any direct debit agreement or form.
- (f) If the Manager and Member do agree to pay Membership Fees by direct debit, the Member irrevocably authorises the Manager to debit the fees during the term of the Membership from the Member's nominated bank account on or about the due date for payment without notice. Members warrant that they have the authority to utilise funds in their nominated account for the payment of Membership Fees.

5 Ending Membership by Manager

5.1 Termination of Membership by Manager

If a Member:

- (a) breaches the Membership Contract (including the Rules and Regulations), or an invitee or nominee of a Member breaches the Membership Contract (including the Rules and Regulations);
- (b) fails to pay any money the Member owes the Manager within 90 days of it becoming due; or
- (c) becomes Insolvent; or
- (d) behaves in the Club Facilities or on the Golf Course in a manner which, in the Manager's opinion, is contrary to the best interests of the other Members or the Manager,

the Manager may serve a notice on the Member:

- (a) requiring the Member to show cause to the Manager within 7 days of receipt of the notice why the Member's Membership should not be suspended or terminated; and
- (b) stating the grounds that the Manager considers warrant suspension or termination of the Membership of the Member.

5.2 Showing cause

If the Member chooses to show cause under clause 5.1, the Member must do this by making a written submission to the Manager (verbal submissions will not be accepted).

5.3 What the Manager must do (in deciding to terminate a Membership)

In deciding to terminate a Membership, the Manager must:

- (a) reasonably consider any written submission made by the Member; and
- (b) decide whether or not to suspend or terminate the Member's Membership; and
- (c) give the Member a notice of its decision,

within a reasonable time of receiving the submission referred to in clause 5.2 from the Member.

5.4 Suspension of Membership for unforeseen closures

- (a) The Manager may need to close the whole of the Golf Course and the Club Facilities for a period of time, for example, due to an emergency, a pandemic or as required by a court order of law as otherwise directed by a government authority or department. Members must not object to such closure.
- (b) If the Manager elects to close the whole of the Golf Course and the Club Facilities under this clause, the Manager may do so for up to 30 consecutive days in any Membership year without any penalty to the Manager (or any effect on the Membership term).
- (c) However, if the Manager needs to close the whole of the Golf Course and the Club Facilities for more than 30 consecutive days in any Membership year, this Membership will be suspended at no cost to the Member and the Membership term will be extended at the end of the Membership year for a time equal to the closure period (as notified by the Manager to the Member).
- (d) This clause does not apply where only part of the Golf Course or Club Facilities are closed (regardless of the time they are closed for).

5.5 Date of effect of suspension

- (a) If the Manager gives notice to the Member to suspend or terminate the Member's Membership under this clause, the suspension or termination is effective from the date of the notice.
- (b) The Manager's decision to suspend or terminate a Membership is final and binding on the Member.

6 Ending Membership by Member

6.1 Cancellation by Member

If a Member wishes to cancel their Membership, the Member may do so by giving the Manager three month's written notice.

6.2 End date of Membership cancelled by Member

Where the Member gives the required three month's notice, the Membership will be cancelled on the earlier of:

- (a) 30 June of that Membership year; or
- (b) the date that is three months after the Manager has received the written notice from the Member cancelling their Membership; or
- (c) some other date agreed between the Manager and the Member.

7 Ending Membership by Ceasing to be qualified as a Member

7.1 Ceasing to be qualified as a Member

If a Member ceases to be qualified as a Member or eligible for any of the Membership Features

of their Membership, the Member must:

- (a) immediately pay all amounts due from the Member under the Membership Contract; and
- (b) cancel the Membership by giving the Manager three months' written notice as set out in clause 6.

7.2 Non-compliance by Member with this condition

If the Member does not comply with clause 7.1, the Manager may, in its absolute discretion:

- (a) waive compliance with clause 7.1; or
 - (b) terminate the Membership using the procedure in clause 5.1 on the grounds that the Member is not qualified to be a Member.
-

8 No Refunds for Cancelled or Terminated Memberships

8.1 Refunds upon termination or cancellation

If a Membership is terminated by the Manager or the Developer under any clause of this Membership Contract or where the Membership is terminated or cancelled by the Member, the Manager need not pay or refund any amount to the Member, other than as provided for in clause 12.

9 Recalling a Membership

9.1 All Memberships may be recalled

All Memberships are subject to the Manager's right to recall the Membership (without reason).

9.2 When the Manager can recall a Membership

The Manager may recall a Membership at any time if:

- (a) the Manager serves a notice of recall on the Member; and
- (b) the Manager pays the Member 100% of the amount the Member paid as any Entrance Fee in full, and a pro-rata amount for any part of the Member's Annual Fee which has been paid for the current year but will not be used.

9.3 Date of ceasing to be a Member

The Member ceases to be a Member immediately after the Manager complies with clause 6.2.

9.4 Payments to Members

The Manager need not pay or refund any amount to a Member upon recalling of the Membership other than as set out in this clause.

10 Membership Card

10.1 Issue of Membership Card

The Manager will issue each Member a Membership Card.

10.2 Rules about Membership Card

Members must:

- (a) carry their Membership Card with them at all times while using the Club Facilities or the Golf Course; and
- (b) show their Membership Card to the Manager's staff when requested to do so; and
- (c) not allow their Membership Card to be used by any other person; and
- (d) notify the Manager immediately if their Membership Card is lost, stolen or destroyed.

10.3 Lost, stolen, destroyed Membership Card

If a Member notifies the Manager that the Member's Membership Card is lost, stolen or destroyed, the Manager must issue the Member with a replacement Membership Card (at the Member's cost) within a reasonable time of actually receiving the notification from the Member.

10.4 Failure to produce Membership Card

If a Member is unable to produce the Member's Membership Card, the Manager may withhold Membership benefits from the Member until the Membership Card is produced or the Member is issued with a replacement Membership Card.

11 Management of Club Facilities and Golf Course

11.1 Vesting of day to day management

The Developer vests the day to day management of the Club Facilities and Golf Course in the Manager. Anything the Manager can do under this Membership Contract can be equally done by the Developer. Any act done by the Manager pursuant to this Membership Contract is done as agent for the Developer.

11.2 Change of Manager

The Developer may change the Manager at any time by giving 7 days' notice of the change to the Member.

11.3 Rules and Regulations

- (a) The Manager may make rules and regulations for the Club Facilities and the Golf Course.
- (b) Members acknowledge receiving a copy of the then current Rules and Regulations when signing an Application and agree they have read those Rules and Regulations.
- (c) All Members must comply with the Rules and Regulations and ensure all their guests or nominees also comply with the Rules and Regulations.
- (d) The Manager will display a copy of these rules on the Member's Portal.
- (e) The Manager may make changes to the Rules and Regulations in its discretion by notice to the Member (either by notice or by posting the new rules in the Member's Portal).
- (f) Members must ensure they familiarise themselves (and ensure their guests and nominees are also familiarised) with the Rules and Regulations and any updates to the Rules and Regulations at all times.

11.4 Developer's and Manager's rights

The Developer and Manager may:

- (a) vary the amount of any fees and charges applicable to a Membership category and the management of the Club and the Club Facilities; and
- (b) change the hours of operation of the Club and the times for using the Club Facilities and the Golf Course; and
- (c) close the Club Facilities and the Golf Course, or any part of them for:
 - (i) tournaments, club functions and special club events; and
 - (ii) maintenance, renovation and construction purposes; and
 - (iii) other reasons determined by the Developer; and
- (d) use the Club Facilities and the Golf Course for promotional and marketing events for the benefit of the Developer; and
- (e) use the Club Facilities and the Golf Course for the purpose of enhancing the value of surrounding real estate.

12 House Accounts

12.1 Establishment of House Accounts

- (a) If a Member requests that the Manager opens a House Account for the Member, the Manager will open a House Account (if one is not already established).
- (b) Only one House Account per Membership will be permitted.
- (c) Members under the age of 18 will not be permitted to hold House Accounts.

12.2 Adding Credit to a House Account

- (a) Members may add credit to their House Account at the Golf Club shop by paying the amount of the required credit to the Golf Club shop by EFTPOS or cash.
- (b) The Manager may also (in its absolute discretion) add credit to the Member's House Account in the form of competition winnings or promotional activities.
- (c) The Manager may also credit funds to the Member's House Account where the Member overpays any membership fees.

12.3 Using Credit in House Accounts

- (a) Members may use credit in their House Account only for items the Manager or the Developer offers for sale at the Golf Club.
- (b) If a Member does not have sufficient credit in their House Account to make a purchase, they must first add sufficient credit to their House Account before making a purchase.
- (c) Credit may only be used by the Member presenting the Member's Membership Card at the point of purchase. No redemption will be permitted where the Member does not

present their Membership Card at the point of purchase (and no exceptions will be made to this condition).

- (d) Members must not “lend” their Membership Cards to others to redeem credit in their House Account.
- (e) The Manager or Developer may use credit in Member’s House accounts to pay outstanding fees or charges payable under this Membership Contract or other amounts payable by the Member to the Manager or Developer.

12.4 General Rules applicable to House Accounts

- (a) A Member may not have more than \$2,000 in their House Account at any one time.
- (b) It is the Member’s responsibility to ensure their Membership Card is kept secure at all times to ensure other persons do not use Member’s House Accounts unlawfully. The Manager and Developer will not be liable to any Member whose Membership Card is used to redeem credit on their House Account without the Member’s consent.
- (c) Credit in Member’s House Accounts is not transferrable to any other person.
- (d) Where a Membership is cancelled, terminated, recalled or otherwise comes to an end (including where the Membership is not renewed in any particular year) amounts that have been deposited into a Member’s House Account by the Member (ie. credits deposited other than credits accrued through competition winnings or credits provided as part of a promotional activity by the Manager or Developer) that remain in the Member’s House Account on the day of the Member’s Membership coming to an end will be refunded to that Member within 30 days of a request made for a refund. All other credits will be applied as an offset to any amount the Member owes to the Manager or if no amount is owed, those credits will be forfeited to the Manager.

13 Complimentary Insurance

If Members are provided “complimentary insurance” as part of their Membership Features, that insurance is general insurance over personal property and personal injury which is issued by an insurer determined by the Manager and is not insurance offered by the Manager or Developer. A copy of the insurance policy is available upon request from the Manager. No representation or warranty is made by the Manager or the Developer as to the adequacy of that insurance, the terms of that insurance or any exclusions under that insurance.

14 Liability

- (a) Each Member uses the Club Facilities and the Golf Course at the Member’s own risk. The Developer and the Manager are not liable to Members or their guests or nominees for damage to or loss of any property, or injury to persons.
- (b) Each Member indemnifies (and keeps indemnified) calculated on a full indemnity basis the Developer and the Manager against any loss of or damage to any property or injury to persons caused or contributed to by the Member or their guests or nominees while using the Club Facilities or the Golf Course or any breach by the Member or their guests of any condition of this Membership Contract.
- (c) Nothing in these conditions is intended to have the effect of excluding, restricting or

modifying the application or all or any of the Australian Consumer Law or the exercise of a right conferred by such provision, or any liability of the Manager or Developer under that law to comply with a guarantee.

- (d) Where any law (including the Australian Consumer Law) implies a condition, warranty or guarantee which may not lawfully be excluded, then, to the maximum extent permitted by applicable law, our liability for breach of that non-excluded condition, warranty or guarantee will, at our option, be limited to the supply of the services again, or the payment of the cost of having them supplied again.

15 Notices etc

15.1 Notices to be in writing

A notice, approval, consent or other communication in connection with this Membership Contract:

- (a) may be given by an authorised officer of the relevant party; and
- (b) if given to the Member by the Manager or the Developer - when posted to the Member's address or email set out in that Member's Application (or an alternative address or email previously notified to the Manager by the Member in writing);
- (c) if given to the Manager by a Member - when posted or hand delivered to the Manager at:

Att: General Manager
Brookwater Golf & Country Club
1 Tournament Drive
Brookwater QLD 4300

- (d) must be in writing.

15.2 Effective time of Notices

Unless a later time is specified in it a Notice takes effect from the time it is received.

15.3 Receipt of Letters and emails

A letter or email is taken to be received:

- (a) in the case of a posted letter, on the third (seventh, if posted to or from a place outside Australia) day after posting; and
- (b) in the case of an email, at the time the sender's mail states that the email was sent to the correct email address.

15.4 Notices addressed to all members

Despite anything else in this contract, a Notice addressed to all Members will be deemed to have been received by the Member if it is posted in the Member's Portal.

15.5 Change of address

Members must notify the Manager as soon as practicable about changes to their contact details recorded on their Application, or any other contact details notified to the Manager. Until the Manager receives notice of the change, the Manager may send all Notices to the last address of the Member which was notified to it by the Member.

16 General

16.1 Evidence

A certificate signed by an officer of the Manager stating the amount which the Member owes the Manager under the Membership Contract is sufficient proof of the amount owed, until otherwise proven.

16.2 Assignment and Transfers

- (a) The Developer may assign its rights and obligations under the Membership Contract at any time without the Member's consent.

- (b) Memberships are personal to Members and are not transferrable. For clarity, Members cannot assign, transfer or novate their rights and obligations under the Membership Contract.

16.3 No waiver

No forbearance, delay or failure to exercise any power or right under the Membership Contract (including an acceptance of a part payment) shall operate as a waiver of that power or right. No single or partial exercise of any power or right will preclude any further exercise of that power or right.

16.4 Governing law

- (c) The Membership Contract and the transactions contemplated by it are governed by the law in force in Queensland.
- (d) The Member and the Manager irrevocably and unconditionally submit to then on-exclusive jurisdiction of the courts of Queensland and courts of appeal from them for determining any dispute concerning the Membership Contract or the transactions contemplated by them. The Member and the Manager waive any right they have to object to an action being brought in those courts including claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

16.5 Time of the essence

Time is of the essence of the Membership Contract in respect of an obligation of the Member to pay money.

16.6 Entire agreement

The Membership Contract and all its attachments constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

16.7 Severability

If the whole or any part of a provision of the Membership Contract is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Membership Contract has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Membership Contract or is contrary to public policy.

17 GST

17.1 Amounts exclusive of GST

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with the Membership Contract are exclusive of GST.

17.2 GST gross up

If GST is imposed on any supply or importation made by a Supplier, to the extent that any consideration payable or to be provided by the Recipient of the supply under any other clause in the Membership Contract for the supply is exclusive of GST, the Recipient must pay to the Supplier, in addition to that GST-exclusive consideration, an additional amount for the supply calculated by multiplying the prevailing GST rate by the GST-exclusive consideration for the relevant supply, without any deduction or set-off. Any amount payable by the Recipient under this clause is payable promptly upon the Supplier giving the Recipient a valid tax invoice for that amount.

17.3 Adjustment

- (a) If the amount on account of GST recovered from the Recipient on any supply made under or in connection with the Membership Contract differs for any reason from the amount of GST paid or payable by the Supplier to the Commissioner of Taxation, the difference

between the two amounts will be paid by or to the Recipient as the case may be.

- (b) However, if the Supplier has paid the difference between the two amounts to the Commissioner of Taxation, whether or not as part of a larger sum, no amount will be paid to the Recipient under this clause unless the Supplier is entitled to a refund and has been paid that refund from the Commissioner of Taxation.

17.4 Input tax credits

Despite any other part of the Membership Contract, the Supplier is not entitled to recover from the Recipient any amount of GST which the Supplier has paid or is liable to pay in relation to or in connection with any supply acquired by the Supplier from a third party if the Supplier has received or is entitled to receive any form of tax credit or refund for that amount of GST.

17.5 Clause survives termination

Despite any other part of the Membership Contract, this clause will survive termination, conversion or transfer of a Member's Membership.

18 Consent to use and disclose Personal Information

18.1 Consent to use

Each Member who is an individual consents to its personal information being collected and used by the Manager and the Developer in connection with the Manager's or the Developer's business and as set out in the Privacy Policy published on the Manager's website here: <https://www.brookwater.com.au/privacy-policy/> and as consented to by the Member as set in the Application.

18.2 Sharing of information on Member's Portal

The Member also consents to the Member's personal information being kept on the Member's Portal. Members also agree that information may also be shared with all other Members on the Member's Portal.

19 Definitions

Words used in these terms and conditions have these meanings, unless their context specifies otherwise:

Annual Fee means the fee payable annually to the Manager.

Application means the Member's application to join submitted by the Member to the Manager.

Club Facilities means the club building (including any bar, restaurant and golf shop), and golf driving range located (or to be located) at the Golf Course (but excludes any of those areas that are used by the Manager for the management of the business operated from those locations or are otherwise signed as excluding the public).

Community means the Brookwater Golf Community, located at Brookwater, Queensland, on land originally owned by Springfield Land Corporation (No 2) Pty Limited, including the Golf Course and related facilities.

Controller has the meaning it has in the Corporations Act.

Developer means Springfield City Group Pty Ltd (ABN 35 055 714 531) as trustee, 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.

Entrance Fee means the fee payable to the Manager as a once only joining fee.

Fee Schedule means the schedule of Membership Fees issued by the Manager from time to time.

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

GST means the tax imposed by *the A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and the related imposition Acts of the Commonwealth.

House Account means the account established by the Manager for the Member which may be used to purchase items at the Golf Club which are sold or offered for sale by the Manager or the Developer. For clarity, House Accounts may not be used to purchase any item or thing that is sold from the Golf Club by a third party (e.g. a third-party provider of food and beverage).

A Member is **Insolvent** if:

- (c) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- (d) it has a Controller appointed, is in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver appointed to any part of its property; or
- (e) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Manager); or
- (f) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (g) it is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- (h) it is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which the Manager reasonably deduces it is so subject); or
- (i) it is otherwise unable to pay its debts when they fall due; or
- (j) if the Member is an individual, a petition for the Member's bankruptcy has been issued and is still in force; or
- (k) something having a substantially similar effect to (a) to (h) happens in connection with that person under the law of any jurisdiction.

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 Manager's 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.

Membership means:

- (a) a Member's membership in a particular membership category; and
- (b) the Membership Features; and

- (c) the contractual arrangements between the Member and the Developer.

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

Membership Contract means this contract (including any Annexures) as well as the following documents (which are incorporated by reference into this contract):

- (a) the Rules and Regulations;
- (b) the Statement of Operations; and
- (c) the Membership Features; and
- (d) any direct debit agreement or form; and
- (e) the Fee Schedule,

as amended from time to time by the Manager, in its complete discretion.

Membership Features means, for Memberships:

- (a) the eligibility requirements and the persons who may hold the Membership; and
- (b) the rights, privileges, benefits, obligations and liabilities attaching to the Membership; and
- (c) any special conditions or requirements applying to the Membership (including, without limitation, conversion, redemption, cancellation and transfer); and
- (d) the duration of the Membership and the circumstances in which the membership may end; and
- (e) the right (if any) of the Member to upgrade to a higher privilege level within the Membership category; and
- (f) the fees and charges applicable to the Membership, as published and amended from time to time by the Manager,

which are set out in Membership types document referred to in the Application (as amended from time to time).

Membership Fees means the fees and charges applicable to a Membership.

Member's Portal means the online website or portal that may be accessed by the Member using the login details the Manager provides the Member upon accepting the Application.

Receiver includes a receiver or receiver and manager.

Recipient has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Rules and Regulations means the rules determined by the Manager regarding the use of the Golf Club and the Club Facilities set out in the document with the name "Rules and Regulations", a copy of which the Member acknowledges having received at the time of signing the Application.

16.2 Interpretation

In the Membership Contract unless the contrary intention appears:

- (a) a reference to the Membership Contract or another instrument includes any variation or replacement of either of them;

- (b) the singular includes the plural and vice versa;
- (c) the word “person” includes a firm, a body corporate, an unincorporated association or an authority;
- (d) reference to a person (except in the case of a Member) includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (e) an agreement, representation or warranty on the part of or in favour of 2 or more persons binds or is for the benefit of them jointly and severally;
- (f) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (g) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; and
- (h) the word “including” or “includes” is deemed to be followed by the words “but not limited to”, or “but is not limited to”, as the context requires.

16.3 Headings inserted for convenience

Headings are inserted for convenience and do not affect the interpretation of the Membership Contract.

16.4 Inconsistency

The Membership Contract is made up of a number of different documents. If there is any inconsistency between this contract and the other documents comprising the Membership Contract, this contract prevails.

ANNEXURE A - STATEMENT OF OPERATIONS: BROOKWATER GOLF CLUB AND GOLF COURSE

Members acknowledge the following information provided about the Manager's and the Developer's intentions for the Brookwater Golf Club and Golf Course:

1 Objective

It is the intention of the Developer and the Manager that Brookwater Golf Club is operated to a premium level consistent with its prestige course and Clubhouse design and the market positioning of the Brookwater residential project.

Access to the Golf Course is primarily for the following categories -

- (a) Members;
- (b) accompanied guests of a Member;
- (c) the public (individuals and groups).

The Manager and the Developer will actively offer Memberships of various categories with the ultimate goal, at a point in time in the future (as determined by the Manager), that the Golf Course will be operated on a primarily private basis with priority access for members and as membership grows, increasingly limited access for the public.

The Club Facilities including the restaurant, bar and meeting rooms will be operated on a public basis with access and use being for Members and the public.

2 Public Play

To ensure the commercial viability of operation and to retain membership dues at reasonable levels, the Manager and the Developer will permit public access to the Golf Course.

The level of non-Member play will be reduced as Membership enrolments grow.

Once there are sufficient financial Members, as determined by the Manager, access to the course for non-Members will be outside of designated Member only tee times as follows:

- (a) select tour operators as approved by the Manager; and
 - (b) Corporate Days being limited to designated days of the week with no Corporate Days being accepted on weekends or public holidays.
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