

Catalina Country Club Ltd
By-law Number 10
Owning and Driving a Golf Cart

Approved BOD 19.3

Page: 1 of 6

Previously considered at BOD: 30/06/2000, 27/04/2001, 28/03/2003, 28/05/2007, 11/02/2008, 27/02/2009, 27/04/2012, 17/12/2015, 27/01/2017, 18/06/2018, 20/12/2018, 19/01/2019, 20/05/2019

Persons Affected: All Golf Cart Drivers on Club Land

Replaces: All Previous

Effective: 31/10/2019

Section A – Definitions

Definitions will be as listed in the Constitution, plus:

- 1 **Golf Cart** (or hereinafter a "cart"): a motorised, purpose-built vehicle designed to carry one to four (usually two) passengers (including the driver) and their equipment around the course. See annex A for specifications.
- 2 **Buggy**: a wheeled vehicle which transports a player's equipment, but which does not carry any passenger. It may be powered or unpowered.
- 3 **Private Cart**: a cart owned by a Member, or jointly by two Members (co-Owners), and approved for use on the course.
- 4 **Visitor**: A person who is not a Golfing or Social member who is using the Club's facilities outside the Club's premises (see Standing Orders for definition) including playing the course socially or in a competition.
- 5 **Visitor's Cart**: a cart brought onto the course by a visiting non-member.
- 6 **Fleet Cart**: a cart owned by the Club and for hire by Members and Visitors.
- 7 **Cart Shed**: any facility provided by the Club for the storage of either or both private and fleet carts, and which is on Club land.
- 8 **Member**: unless otherwise qualified, an adult financial Golfing Member of the Club, (including any Life Golfing Member), who has a Golf Australia Golfink number.
- 9 **Owner(s)**: The Member or the two joint Members ("co-Owners") who are registered as the Owner(s) of a Private Cart. When joint, there is no inference as to the division of equity between them.
- 10 **Second Driver**: A Member who is authorised to take a single Owner's cart onto the course.

Section B- Ownership and Registration of a Private Cart

- 11 To be permitted to bring their cart onto the course, its legal Owner(s) must make written application to the General Manager for their registration as the Owner(s) and arrange for inspection and approval of the cart by the Course Superintendent. Carts must not be brought onto the course without registration and approval. Proof of ownership may be required.
- 12 No Member may be registered as either an Owner or a co-Owner of more than one cart.
- 13 An annual Course Access Fee will apply to carts that are registered and approved. An annual licence sticker will be issued which must be displayed on the front of the vehicle. A sticker listing the "Requirements for the use of a cart on the course" will be issued, to be affixed where it is readable from the driving seat.
- 14 In the case of a single Owner, there may be a single "second driver" associated with the cart. This will be a Member who is not an Owner, co-Owner or second driver of any other cart. A second driver is the nominee of the single Owner, and that nomination can be varied from time to time by written application to, and at the discretion of, the General Manager. A second driver has no enduring right to a shed place or to course access.
- 15 The registered Owner(s) of a cart may replace it, subject to approval of the replacement cart, with preservation of registration of the Owner(s) and of recognition of any second driver.
- 16 If a registered single Owner sells or otherwise disposes of their registered cart and does not replace it, or ceases to be a Golfing Member of the Club (and see para 17), both registration and approval of the cart, and any shed place allocated to it, will be cancelled, and any new owner of the cart must go through the registration and approval process afresh. If one of co-Owners similarly ceases to have an interest in a registered cart, or dies, the remaining Owner will become a single Owner, retaining any right of course access and place in a shed which applied to the co-Owners.
- 17 In the event of the death of a single Owner, and whilst all fees applicable have been paid, the Executor of the deceased may allow an existing second driver to take the cart onto the course either directly or from an existing shed place for as long as
 - a) the cart is still in probate, or
 - b) until the end of the financial year, or
 - c) for three months,whichever is the sooner, at which time the cart will be deregistered as in para 16 above, and any related shed place will become invalid. Pro-rata refunds of fees, if appropriate, will be made.

- 18 A single Owner may nominate another Member to become a co-Owner (but see para 23 below). The application for registration of the new co-Owner will be subject to approval by the General Manager. Any existing second driver will lose all rights to the cart unless they are the proposed new co-Owner.

Section C – Waiting lists for course and cart shed

- 19 The total number of carts to be allowed access to the course, and the balance between places for private carts and fleet carts in the shed(s) will be determined from time to time by the General Manager.

Consequently, there may be a waiting list for either general course access or for shed places or for both. Any such waiting list will be administered as follows:

- a) Any Member, or jointly a pair of Members, may apply to be put on a waiting list, whether or not they possess a cart. The application will presume that an offer of a place will be taken up by the applicant(s).
 - b) Registration and approval of a private cart does not mean that a place in a cart shed has been offered. In contrast, the offer of a place in the shed will include course access, subject to inspection and approval of the cart.
- 20 Those at the top of the waiting list will be first to be offered a place which has become available. If they decline, the second placed Member(s) will be offered the place, and so on. If a Member (or a pair) accepts an offer of a place, it must be filled within two weeks or the General Manager must be supplied with a copy of an order for a cart to be supplied by a date which in his eyes is in the near future. If a Member or a pair is offered a place but for some reason, which is valid in the eyes of the General Manager, is unable to immediately take up the offer, the General Manager may hold the place open for two weeks. If after that the Member(s) still cannot take up the offer, and the General Manager continues to consider the reason to be valid (e.g. a Member is on Compassionate Leave) the Member(s) will retain their position on the waiting list.
- 21 In the case of joint applicants, at the time that a place is offered, the pair may elect to dissociate, one becoming a single Owner and the other remaining at the top of the waiting list.
- 22 If a Member or a pair declines an offer without a valid reason, they will go to the bottom of the waiting list.

Section D – Special considerations for the Cart Shed(s)

- 23 Places in the shed(s) are granted to Members and not to the cart. If a single Owner gains a place in a shed, he/she may not invite another Member, including an existing second driver, to be a co-Owner until such time as that Member has progressed to the top of any existing shed waiting list.

- 24 No Member or pair of Members will be granted a place in a shed unless they have risen to the top of any existing shed waiting list and been offered a place
- 25 A pro rata refund of both the cart shed fee and the course usage fee may be made at the time of a cart's removal, at the General Manager's discretion.
- 26 An electric cart with a place in the cart shed will have access to a recharging facility.
- 27 Any cart that which has a place in a cart shed is liable to have its allocation withdrawn by the General Manager if it lies unused for six months or more unless the Owner(s) are on approved Compassionate Leave of Absence. Voluntary Leave of Absence will not be a protection unless the Owner applies to the General Manager for special consideration.

Section E – Driving a Cart - General

- 28 Those who drive any cart must observe the Rules of the Course laid out in By-law 9, any rule in the fixture book that pertain, any instruction given by the Pro Shop or the grounds staff, and any local rule or instruction posted on the course.
- 29 A cart must not be driven in any of the Club car parks unless registered with NSW Road and Marine Services (RMS). The car parks are legally deemed to be public roads and no personal or public liability insurance cover is provided by the Club.

Section F – Driving a Private Cart

- 30 Only the Owner(s) or a registered second driver may bring a private cart onto the course. During a round of golf, and with the permission of the Owner/second driver, the cart may occasionally be driven by a fellow player in the same playing group, but only if that person has a Golfink number. This is a consideration of insurance (see annex B). Such playing partners who are also under 18 yrs. of age must ordinarily have a valid driver's licence. If there is any special occasion when an unlicensed under 18 yr.-old golfing Member needs to drive a cart, permission must be sought from the General Manager by the Junior Coordinator or deputy at least one week before the occasion (this sentence applies to fleet carts also).

Section G - Fleet Carts

- 31 The administration of Club fleet carts is a matter for the General Manager.
- 32 The hirer of a fleet cart, and any other fellow player of the hirer who is nominated to also drive a fleet cart, must present a valid driver's licence or membership card or other valid form of personal identification.

32A Occasionally in major competitions the Club's fleet of hire carts may not meet demand. In this circumstance, nothing in this by-law will prevent an Owner temporarily contributing their cart (provided it is at the time an approved cart) to the Club's fleet. Such a cart may be hired out by the Club under the same regulations as an ordinary fleet cart, and during this time the cart will not be regarded as a private cart. The Club will be responsible for all aspects of hire including legal, and for assessing the fitness of the cart for use. The Owner and the General Manager may agree some compensation for the Owner."

Section H – Visitor's carts

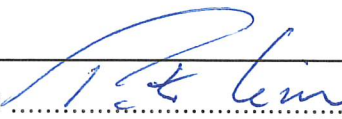
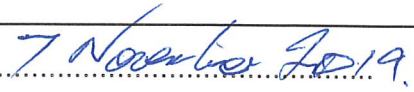
- 33 If a Visitor wishes to bring their cart onto the course, prior notification must have been given to the Pro Shop. A fee will apply.
- 34 Carts belonging to Visitors will not be permitted on the course unless approved by the Pro Shop staff on the day.

Annex A – Cart Specifications

- 35 A private cart, new or used, requires inspection (if only to record the serial number) and approval by the Course Superintendent before being allowed onto the course.
- 36 Typically, a cart will be a vehicle available commercially as a purpose built four wheeled vehicle carrying seated passengers, whose specification is published and can be pre-approved in principle. Carts that are derived from other vehicles or which are of unique construction will be individually assessed on their merits.
- 37 Existing approval for petrol powered carts will be maintained subject to rule 40 and subject to continuity of ownership. No fresh approval for a petrol-powered cart will be entertained.
- 38 For carts in general, the laden weight (vehicle + maximum passengers + golf equipment) divided by the number of centimetres of tyre width in contact with the ground may not exceed 5 kg per centimetre.
- 39 The Course Superintendent may approve any vehicle which conforms to the general description above, subject to inspection and to the submission of specifications which in his eyes are satisfactory and which meet the general provisions of paragraphs 38 and 41.
- 40 Approval of any cart will be suspended if in the eyes of the Course Superintendent it has not been adequately maintained, including for petrol powered carts a silencer in good condition.
- 41 Once approval is given for any cart, no alteration or modification of its basic specification will be allowed. Accessories that do not affect the performance of the cart will be allowable.

Annex B – Insurance Considerations

- 42 This section is an outline and is not to be interpreted as legal advice.
- 43 This section is not directly concerned with equipment, buggies or carts that are hired out by the Club.
- 44 Insurance for damage to a cart which is caused by its Owner or is due to a fault in the cart itself ("comprehensive" insurance) is the responsibility of the Owner. The Club will not bar a cart from the course solely because it is not so insured. Nevertheless, it is recommended that carts are comprehensively insured, particularly those which have a shed place.
- 45 Personal injury to a third party, or damage to a third party's belongings, caused by any player who holds a Golf Link number is at the time of writing covered by a policy held by Golf Australia on behalf of all golfers who belong to an affiliated Club, and who have a Golf Link number. It includes damage or injury caused by driving a cart. Such golfers are also indemnified for third party damage or injury when playing at some other affiliated Club.
- 46 Therefore, the person responsible for a cart on the course cannot assume that a driver who does not hold a Golf Australia GolfLink number is indemnified for third party injury or damage by any policy held by the Club or by Golf Australia.
- 47 For a cart occupying a place in a cart shed, third party insurance will be required to cover any event in the shed caused by the cart when it is not in the control of an Owner or second driver.

Authenticated  on this day 
P J Criss, President