



## **OUBAAI GOLF CLUB CONSTITUTION**

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## 1 Definitions

Term	Description
Annual Fee	The fee for the period determined by the Club that will include green fees but exclude cart fees.
Application for Membership	To apply for any type of membership to the club
Club	The Oubai Golf Club and its facilities inclusive of the Members Clubhouse, the Visitors' Clubhouse, the members halfway house, the visitors halfway house, the driving range, members practice areas, the golf academy and the golf course
Club Management	Oubai Club Managers that have the sole responsibility for the governance and administration of the Club
Constitution	This document, a body of fundamental principles and established precedents according to which the management of the club will govern and the rules and regulations that determine the rights and privileges of membership, for members and their guests.
Entrance Fee	The entrance fee paid to become a member of the Oubai Golf Club.
Facilities	Members Clubhouse, Visitors Clubhouse, Halfway Houses and the Practice Range including the Golf Academy.
Good standing	A Member who has Fully paid up entrance fees, annual subscription fees and any outstanding amounts due to Oubai Golf Club
Guest of a member	An individual invited by a member or any individual who accompanies a member to the Club.
Limited Membership	A total of 650 active memberships of the various types allowed that are in good standing. Honorary memberships shall not count against the limit.

Members Forum	<p>The Members Forum is the forum to act as an Advisory Group to the Owners, the Club and Members regarding operational matters pertaining to the Club and its facilities.</p> <p>The Forum will comprise 3 members of Club management appointed by the owners and 4 members elected in terms of the rules governing the election of members to the Members Forum</p> <p>The Owners will, however, always be the controlling body representing the Club and the Members.</p>
Members Clubhouse	Located at the east end of the Oubaai Golf Course.
Visitors Clubhouse	The building located at the west end of the Resort near to the Oubaai Hyatt Regency Hotel and Spa
Beneficiary	Nominated beneficiary of a membership that is in good standing.
Membership	Individuals nominated on any existing type of membership.
Membership Year	1 January to 31 December.
Operating Hours	As determined by Club management
Owners	Kharafi Hospitality (Pty) Ltd
Premium	Bank Prime Lending Rate + 2%.
Rules	Code of practice for the Oubaai Golf Club
Terminated	Membership will no longer be effective.
Waitlist	Applications in waiting if limited membership is reached.

## **2 Introduction**

This constitution, including the club rules and regulations, sets forth the usage rights and privileges of membership, for members, their families and guests who utilize Oubaai Golf Club.

### **2.1 Two Clubhouses**

There are two clubhouses: a member clubhouse located at the east end of the course and a visitors' clubhouse located at the west end of the Resort near to the Oubaai Hyatt Regency Hotel and Spa at the Lifestyle Centre. The member clubhouse is for members and their accompanied guests only. Exceptions will be made, from time to time, as operational exigencies demand, the visitors' clubhouse is for unaccompanied guests of members and other visiting players.

### **2.2 Additional Club Facilities**

The Owner may, at its sole discretion, construct, acquire or add facilities as it determines appropriate from time to time.

### **2.3 Ownership and Operation of Club Facilities**

Kharafi Hospitality (Proprietary) Limited owns and operates the Club facilities. Certain facilities may be leased to third parties for the sole purpose of operating facilities for the benefit of the owner.

## **3 Definition of Membership Rights**

Membership in the club permits the member the use of club facilities in accordance with this constitution.

Membership in the club is not an investment in the club and its facilities, and does not provide the member with an equity ownership interest in the club or its facilities.

Members will not be entitled to vote or participate in the management of the club other than at the invitation of the owner. Members may approach Management directly or through the Member Representatives on the Members Forum

If approved for membership of the club, the member agrees to be bound by the terms and conditions of the constitution.

The club reserves the right, in its sole discretion, to reserve memberships, to terminate or modify its constitution, or to discontinue operation of any or all facilities available for use of members.

The management of the club will discuss changes to the Oubaai Golf Club Constitution with the Members Forum prior to implementation and after due consideration of the members opinion

Should you have any questions concerning this constitution or the membership opportunities available at the club, please contact the Club Manager.

#### **4 Club Operations**

Kharafi Hospitality (Proprietary) Limited owns the club facilities and will manage and operate the club facilities. As a result, Kharafi Hospitality (Proprietary) Limited is solely responsible for the governance and administration of the club facilities and the club and will have the exclusive authority to accept members, set dues and charges, establish rules and regulations and control management and affairs of the club facilities and the club.

The Member Representative Forum and the Member Representatives positions represent a vital link between the golf club and the membership base.

The general role of the Member representatives is one of an advisory capacity, constructively relaying and assisting with the implementation of ideas and overall improvements within the club.

## **5 Membership and Use Privileges**

In order to provide availability of facilities and services to members, Oubaai Golf Club is offering a limited number of memberships. The club may offer certain other memberships and use privileges as described in this constitution. To enhance the recreational and social pleasure of members and their guests, the club reserves the right to establish or modify rules, regulations, policies and guidelines as it deems necessary from time to time.

Oubaai Golf Club offers the following types of memberships

### **5.1 Individual Membership**

Each person who becomes an individual member will be entitled to use of all the golf and social facilities of the club upon payment of required initiation fees and annual subscription fees. This entitlement shall remain only as long as the member maintains himself in good standing with the Club

### **5.2 Family Membership**

Each person who becomes a full member and his immediate family (defined as all members of the family household of spouse and immediate children of 25 years and younger only) will be entitled to use of all the golf and social facilities of the club, upon payment of required initiation fees and annual subscription fees. This entitlement shall remain only as long as the member maintains himself in good standing with the Club

#### **5.2.1 Benefit to children of main Family membership holder**

Children of the main member who have been active members of the Oubaai Golf Club may take out their own individual membership with Oubaai Golf Club after attaining the age of twenty five (25) years. The cost of this Individual Membership shall be equal to an Individual Membership initiation fee less 25%.

Subscription and initiation fees for this concession will become due at the beginning of the membership year in which the child turns twenty six (26) years of age. The offering of this special entrance fee will be subject to the availability of memberships into the club. Should no memberships be available then the applicant in this matter shall be placed on the Oubaai waitlist. There will be no discounts available to persons on either of Oubaai's waitlists

### **5.3 Syndicate Membership**

Each person who becomes a syndicate member will be entitled to use of all the golf and social facilities of the club upon payment of required initiation fees and annual subscription fees whenever resident in the property linked to the syndicate membership only. This entitlement shall remain only as long as the member maintains himself in good standing with the Club. To qualify for syndicate membership it is compulsory that the member owns a share in the property situated on Oubaai Golf Resort. Only one member of a syndicate membership shall be considered "in residence" at any given time. Syndicate membership is attached to the property and can only be transferred with a change in ownership of a property

### **5.4 Corporate Membership**

A corporate membership may identify between 4 to 8 members. Each person who becomes a designated individual within a corporate membership must be a bona fide director, officer, partner or shareholder of the entity. Members will be entitled to use of all the golf and social facilities of the club upon payment of required initiation fees and annual subscription fees. This entitlement shall remain only as long as the member maintains himself in good standing with the Club

### **5.5 Hotel Membership**

Each person listed as the primary guest and in residence at the hotel will be entitled to full membership privileges upon payment of the required fees. This entitlement shall remain only as long as the member maintains himself in good standing with the Club

### **5.6 Social Membership**

Social Membership is automatically extended to each person who is an owner of property at Oubaai Golf Resort and not a member of Oubaai Golf Club and his immediate family (defined as all members of the family household of spouse and immediate children of 25 years and younger only). The Social member will be entitled to use of the Members Clubhouse upon payment of required initiation fees and annual subscription fees. This entitlement shall remain only as long as the member maintains himself in good standing with the Club. Social members have no playing rights on the golf course.

### **5.7 Honorary Membership**

The owner will issue honorary memberships to distinguished persons at their discretion. Honorary membership shall not count against the limit on the number of full memberships and will be non-transferable. Honorary members will have the same privileges to use the club facilities as full individual members without the payment of any initiation fees or annual subscription fees.

## **RULES AND POLICIES**

### **6 Family and Guest Privileges**

#### **6.1 Immediate Family Privileges**

A full member's immediate family, which shall include the member's spouse and their immediate children under the age of 25 years resident within the family home, will be entitled to use the member's clubhouse facilities in accordance with the rules and regulations established by the club from time to time. These immediate family members will be able to use the club facilities without being accompanied by the member. Children under the age of 12 years must be accompanied by an adult.

#### **6.2 Privileges for an Individual Living With a Member**

An unmarried member living together with another individual in the same household as a family unit may designate the other individual on a membership year basis, upon payment of the member's required annual subscription fees.

#### **6.3 Guest Privileges**

Members may have accompanied guests use the club facilities in accordance with the rules and regulations of the club from time to time. The club may limit the number of accompanied guests and the number of times a particular guest may use the club facilities during each membership year. The member will be responsible for the payment of charges incurred but not paid by his or her guests including applicable daily guest fees established by the club from time to time. Members will also be responsible for the department and behaviour of their guests.

#### **6.4 Accompanied Guest Privileges**

Guests who are in the company of a member may use all the facilities of the club, subject to the payment of any guest fees and in accordance with the club rules and regulations.

#### **6.5 Unaccompanied Guest Privileges**

Unaccompanied guests may use the visitors' clubhouse and may not use the member's clubhouse.

## **7. Invitation for Membership**

Invitation to apply for memberships is extended to persons selected by the club. The club's goal is to create and maintain a premier member's club, which offers world class golf and social facilities for members and their guests.

### **7.1 Application for Membership**

Membership is by invitation only. An application of a person who has been invited to apply for membership must be mailed or delivered to the club manager at the club.

A person who has an invitation to apply for membership must submit an application for membership to the club, along with two references.

All applicants are subject to approval by the club.

### **7.2 Membership Privileges Prior to Property Registration**

The club may allow the initial purchaser of a residency, from the Developer within Oubai Golf Resort, as determined by the club from time to time, to use the club facilities as a member prior to taking transfer of his or her residence. Such person will be required to pay the applicable membership deposit, dues, fees or other charges established by the club from time to time. In the event that such person does not take transfer of the residence, the club may terminate the membership and its privileges by returning the membership deposit and any unused portion of any dues, fees and charges paid by such person in advance for the remainder of the membership year. In this event the membership will thereafter be made available to such person only at the discretion of the club.

### **7.3 Membership Held in the Name of Legal Entity**

For the convenience of members, a membership may be held in the name of a company, close corporation, partnership, trust or other form of multi ownership. The entity must designate the individuals or families who will have the right to the membership. The designated users must submit an application for membership. The designated user must be a bona fide director, member, officer, partner or shareholder of the entity, or a beneficiary of the trust. No person other than the designated user and his or her immediate family will be entitled to use the membership. The club may establish from time to time rules governing the designated user of a membership, including the limit on the number of times and frequency the designated user may be changed.

#### **7.4 Transfer of Membership**

A member may directly sell or transfer their membership to another party. Membership, other than syndicate membership that is attached to property, is attached to the member and not to any property or equity in the Oubaa Golf Club. A person interested in purchasing a membership must submit an application to apply for membership at the club along with two references. All potential purchasers of any existing membership are subject to approval by the club. Membership can only be transferred if all outstanding amounts are paid in full. Memberships can be temporarily transferred or leased to third parties under conditions set by the club.

#### **7.5 Other Transfers of Membership**

All resigned memberships that have not been transferred to a purchaser will be deemed resigned and shall revert to ownership by Kharafi Hospitality (Proprietary) Limited upon resignation.

#### **7.6 Members who sell their property at Oubaa**

A member who sells his or her property at Oubaa may retain their membership, if the member desires to do so. Syndicate memberships however are bound to the property and cannot be retained without ownership in property at Oubaa Golf Resort.

#### **7.7 Two waitlists for Membership**

Upon the sale of the total prescribed number of memberships available the club will maintain two waitlists for memberships:

7.7.1) a waitlist for all property owners within the Oubaa Golf Resort (Oubaa Waitlist) who do not have a membership: and

7.7.2) a waitlist for all other prospective members (Outside waitlist).

Individuals on the Oubaa waitlist will have priority to apply for membership over individuals on the Outside waitlist, subject to availability of memberships as determined by the club from time to time.

### **7.8 Transfer of Membership upon Member's Death**

Upon the death of a member, the membership will be transferred to the member's surviving spouse without the requirement of payment of any additional initiation fee. If there is no surviving spouse, or the surviving spouse does not wish to continue with the memberships, the estate of the deceased member may, but only in accordance with the clubs criteria and procedure for transfer, dispose of the membership. Otherwise the membership will be deemed to have been resigned. The club will reissue the membership on the same basis as any other resigned membership.

### **7.9 Divorce of Married Members**

If married members are legally divorced, the membership will vest with the spouse awarded the membership by court. The club reserves the right, in its sole discretion, not to transfer the membership to either spouse in the club, if it is unable to determine the person who is lawfully entitled to receive the membership.

Until acceptable written notice from the court or from both spouses has been received by the club, both spouses will be jointly and severally responsible for the payment of all dues, fees and charges incurred in connection with the membership, and both spouses will be eligible to use and enjoy the privilege of membership.

## **8 Subscriptions and Charges**

### **8.1 Annual Subscriptions**

Annual subscriptions must be paid either at the same time as the initiation fee or no later than February 1 annually. The club will determine the annual amount of subscriptions payable by members each year. Subscriptions shall be payable on an annual basis unless otherwise determined by the club from time to time. Members will have the option of paying subscriptions on a monthly or quarterly basis at a premium of 10% over the annual amount. The amount of subscriptions is subject to change from time to time by the club. Annual subscriptions not paid timeously in the year in which they accrue will result in the loss of membership.

## **8.2 Annual Subscriptions increase Limit**

Annual increase of subscription fees will be

- 8.2.1 eight percent per year, or
- 8.2.2 the percentage increase of the Consumer price index; or
- 8.2.3 a greater amount if a nationally recognized public accounting firm selected by the club confirms after the annual audit of the club that a greater increase in subscription fees is justified based on the increase in the actual costs of the club operations and maintenance.

## **8.3 Membership Year**

The club's membership year will constitute the twelve month period commencing January 1 and ending December 31, unless otherwise determined by the club from time to time.

## **8.4 Payment of Due Charges**

All active members will receive a written statement of their subscriptions owed to the club. An active member must pay these statements when due, or elect to have his or her dues charged to the member's credit card by making appropriate arrangements with the club.

All food, beverage, merchandise and services of the club may be paid by credit card, cash or by the member signing for the charges on a pre-loaded social membership account.

Member charges due shall be deemed delinquent from the date first billed if payment is not received within thirty (30) days after the invoice is issued.

If a member fails to pay any amount due to the club within thirty (30) days of when it was first billed, the club shall have the right to suspend such membership privileges in the club at any time until the delinquent account is paid in full. Continued delinquency for a further period of one hundred and twenty (a total of one hundred and fifty 150) days from the date the dues are first billed or repeated incidents of delinquency by a member may result in termination of membership of the club. Past due bills may be charged a reinstatement fee at the discretion of the club to reactivate an account once deemed delinquent.

If payment in full, including any reinstatement fees owed by the member, is received prior to the club's terminating a membership, the member making payment shall be reinstated as a member in good standing.

If the membership account of any member is delinquent, the club may at its sole discretion take whatever action it deems necessary to effect collection. If the club considers it necessary to engage the services of counsel and/or attorneys to enforce any of its rights including to collect any amount owed by any member or to enforce any liability of any member to the club, the member shall on demand reimburse the club for all costs thereof calculated at the maximum rate allowed in terms of the Law Societies recommended scale of charges applicable from time to time as between an attorney and his own client.

## **9. General Club Rules**

### **9.1 Preamble**

These Rules and Regulations are designed to protect the club facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all persons using the club facilities. In the interest for making the club facilities a pleasurable experience for all persons and to protect the club facilities, the club may in its sole discretion amend these Rules and Regulations from time to time.

### **9.2 General Club Rules**

- 9.2.1 Members and their guests shall abide by all rules and regulations of the club as they may be amended from time to time.
- 9.2.2 The club facilities shall be opened on the days and during the hours as may be established by the club. Areas of the club may be closed for scheduled maintenance and repairs.
- 9.2.3 No alcoholic beverages will be sold or served to any person not permitted to purchase the same under governmental laws. Members and guests are not allowed to bring their own alcoholic beverages to the club.
- 9.2.4 Members should not request special personal services from employees of the club who are on duty or the personal use of the club's furnishing or equipment which are not ordinarily available for use by all members.

- 9.2.5 Dogs and other pets are not permitted on the club facilities.
- 9.2.6 All complaints, criticisms or suggestions of any kind relating to any operations of the club or its employees must be in writing, signed and addressed to the manager of the club.
- 9.2.7 Members and their guests may not abuse any of the club's employees, verbally or otherwise, including the use of loud, pretentious or profane language. All service employees of the club are under supervision of the club manager and no member shall reprimand, or discipline any employee, nor shall a member request an employee to leave the club for any purpose whatsoever. An employee not rendering courteous and prompt service should be reported to the management of the club immediately.
- 9.2.8 Parking shall be allowed in such demarcated areas and on such terms and conditions as may be determined by the club from time to time.
- 9.2.9 Smoking is not permitted in any buildings or semi covered areas.
- 9.2.10 Violation of any of these rules or conduct in a manner prejudicial to the best interests of the club will subject the person in violation to disciplinary action by the club in accordance with these rules and regulations.

### **9.3 Membership Cards**

- 9.3.1 A membership card shall be issued to the member, as well as his or her immediate family, upon payment of initiation fees and annual subscription fees by the member. Membership cards must be presented upon request.
- 9.3.2 A membership card may not be used by any person other than the person to whom it is issued. Failure to comply with this rule may result in suspension or termination of membership privileges.
- 9.3.3 In the event of a lost membership card, the club must be notified immediately. The club will issue a new membership card to the member at the member's cost.

#### **9.4 Mailing Addresses**

- 9.4.1 Each member shall be responsible for filing with the club, in writing, on a form provided by the club, his or her mailing address and any changes thereto, where the member wishes all notices and invoices of the club to be sent. A member shall be deemed to have received mailings from the club ten (10) days after they have been mailed to the address on file with the club. In the absence of an address on file with the club, any club mailing may, with the same effect described above, be addressed as the club manager may think is most likely to cause its prompt delivery.
- 9.4.2 The club must be notified in writing of any changes of address.

#### **9.5 Resignation, Suspension and Termination of Membership**

- 9.5.1 Members may resign their membership in the club by delivering written notice of resignation to the club. A membership shall be deemed resigned on the date the club receives written notice of the member's resignation.
- 9.5.2 Notwithstanding any resignation, suspension or termination of membership, the member and his or her spouse shall remain liable for any amounts due and unpaid to the club.
- 9.5.3 A membership may be suspended or terminated by the club if, in the sole determination of the club, the member:
- 9.5.3.1 Fails to meet eligibility for membership;
  - 9.5.3.2 Submits false information on the application for membership or for guest privileges;
  - 9.5.3.3 Permits his or her membership card to be used by anyone other than the designated holder;
  - 9.5.3.4 Exhibits unsatisfactory, deportment, behaviour, violence or unsatisfactory appearance;
  - 9.5.3.5 Fails to pay any amount owed to the club or any of its affiliates in a proper and timely manner;
  - 9.5.3.6 Treats the personnel or employees of the club in an unreasonable or abusive manner;

- 9.5.3.7 Behaves in a manner that brings the club into disrepute or causes the club to be brought into disrepute in any manner
  - 9.5.3.8 Incites members or creates an atmosphere that makes it unpleasant for members of the club to enjoy the club and its facilities
  - 9.5.3.9 Any other misconduct, conduct or non performance of any obligation determined by the club as appropriate for suspension or termination of memberships;
  - 9.5.3.10 Violates these rules and regulations or others promulgated by the club from time to time, or violates the terms and provisions of the constitution.
- 9.5.4 The club shall not discriminate against any individual because of the individual's race, religion, sex, sexual orientation, national origin, disability or marital status.
- 9.5.5 The club may at any time and from time to time restrict or suspend any member who conducts themselves contrary to the clubs principles described in the preceding paragraph from the right to use any or all of the club facilities.
- 9.5.6 No member may on any account of any restriction or suspension be entitled to any refund of any membership deposit, dues or any other fees. During the restriction or suspension, subscriptions and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.
- 9.5.7. Any membership which has been terminated as above shall be treated as a resigned membership.

## **9.6 Loss or Destruction of Property or Instances of Personal Injury**

- 9.6.1 Each member as a condition of membership and each guest as a condition of invitation to the club assumes sole responsibility for his or her own property. The club shall not be responsible for any loss or damage to any personal property used or stored on the club premises. Any such personal property which may have been left in or on the clubs facilities for three (3) months or more without payment of storage thereon may be sold, with or without notice, or may be otherwise disposed of, and the proceeds, if any, may be retained by the club.

- 9.6.2 No person shall remove from the club's premises any property or furniture belonging to the club without prior written authorization. Every member of the club shall be liable for any property damage and/or personal injury at the club, or at any activity or function operated, organized, arranged or sponsored by the club, caused by a member, any guest or any family member. The cost of such damage shall be charged to the responsible member's charge card on file with the club.
- 9.6.3 Any member, family 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 club, or who engages in any contest game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the club, either on or off the premises, shall do so at his or her own risk.
- 9.6.4. The member and his or her family members and guests shall hold the club, its employees and affiliates (collectively the Indemnified Parties") harmless from any and all loss, cost claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom any acts of omission, whether due to negligence or otherwise by any of the Indemnified parties.
- 9.6.5 Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club or any other claim or matter in connection with membership of the club, and fail to obtain a final unappealed judgement in their favour against the Indemnified Parties, said party shall be liable to the Indemnified Parties for all costs and expenses incurred by the Indemnified Parties in the defence of such suit, including all costs and expenses including attorneys' fees calculated at the maximum rate allowed in terms of the Law Societies recommended scale of charges applicable from time to time as between an attorney and his own client .

## **9.7 Children**

- 9.7.1 Children under the age of twelve (12) years of age are not allowed in the member clubhouse unless accompanied by an adult member. Children under the age of sixteen (16) years of age may not play golf or practise on the driving range, with or without a member, unless approved in advance by the Director of Golf.

9.7.2 Members are responsible for the conduct and safety of their children at all times.

### **9.8 Guest Privileges**

Guest privileges may be extended under the rules established by the club from time to time. Although it is the intention of the club to accommodate guests, the club reserves the right to further limit the number of guests that accompany a member on any given day or times of the day. The club shall from time to time establish the rate of the daily guest fees, charges and the rules and regulations for use of the club facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the club, in its sole and absolute discretion.

The club will determine its “peak season periods” annually. Limited guest play will apply during peak season.

### **9.9 Accompanied Guest**

The club will permit accompanied guests of a member to play golf at a rate established by the club from time to time. Accompanied guests are allowed usage of the member club facilities.

### **9.10 Unaccompanied Guest**

The club will permit unaccompanied guests of members to play golf at a rate established by the club from time to time. Unaccompanied guests will be allowed to use the visitors’ club facilities.

## **10 General Golf Rules**

### **10.1 Rules of Golf**

The rules of golf as accepted by the South African PGA together with the Rules and Etiquette as adopted by the PGA shall be the rules of the club, except when in conflict with local rules or with any of the rules herein.

### **10.2 Cutting in**

“Cutting-in” is not permitted at any time. All players must check in with the pro shop. Under no circumstances are members, including members who are residents in Oubaai Golf Resort, permitted to start play from residences.

### **10.3 Practise on the golf course**

Practice is not allowed on the golf course.

### **10.4 Speed of play**

Speed of play will be strictly enforced. If a foursome or other group of players fails to keep their place on the golf course and falls behind the preceding group by more than one hole, the group must allow the following group to play through. The same applies when searching for a lost ball.

- 10.4.1 If a player is repeatedly warned for slow play, the club may take such action as it deems appropriate, including without limitation, restricting the person’s use of the golf course during certain times of the day.

### **10.5 The turn**

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 shall lose their position on the golf course.

### **10.6 Tournament play**

All tournament play must be approved in advance by the Director of Golf.

### **10.7 Bunker entry**

Players must enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving.

### **10.8 Pitch marks**

Repair all pitch marks on the green.

### **10.9 Divots**

Repair all divots with seed or sand.

### **10.10 Selling of golf balls**

The sale of golf balls is not allowed on the course at any time by members, their families or residents.

### **10.11 Golf clubs**

Each player must have his or her own set of golf clubs.

### **10.12 Golf attire**

Proper golf attire is required for all players. For men: shorts must be worn no more than six centimetres above the knee; all shirts must have sleeves and collars; no cut-offs, running shorts, jeans, tank tops or tee-shirts are allowed. For women: shorts or skirts must be worn no more than six centimetres above the knee; shirts must have a collar or sleeves; no cut-offs, running shorts, jeans or tank tops are allowed. Members are expected to ensure that their family members and guests adhere to such rules.

- 10.12.1 Improperly dressed golfers shall be asked to change before playing. If you are in doubt concerning your attire, please check with the pro shop before starting play.

### **10.13 Beverage Coolers**

No beverage coolers are permitted on the course.

### **10.14 Discontinued play**

The "Discontinued Play" Policy is ; less than three holes played – full eighteen hole credit; less than 12 holes played – nine holes credit. Applies to members for cart fees and to their accompanied guests for green fees and cart fees.

### **10.15 Twosomes**

Twosomes may play at the discretion of the pro shop. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.

- 10.15.1 Twosomes and singles may be grouped with other players at the discretion of the pro shop.

### **10.16 Singles**

Singles shall have no priority on the golf course.

### **10.17 Children**

Children under 16 years of age must be accompanied by an adult member when playing golf, unless approved by the Director of Golf.

### **10.18 Hours of Play**

The hours of play and pro shop hours shall be as announced by the club, and will be maximized for the benefit of members. The Director of Golf shall determine when the golf course is fit to play.

### **10.19 Golfing Starting Time**

- 10.19.1 All players must have a starting time reserved through the pro shop. The staff shall assign the starting time depending on availability.
- 10.19.2 Starting times may be made by phone or in person during pro shop hours.
- 10.19.3 The golf course will normally utilize ten (10) minute tee-time intervals.
- 10.19.4 Starting times must be approved by the pro shop.
- 10.19.5 Players who fail to cancel their starting time on a timely basis will be charged the applicable rates for the unused rounds as determined by the club from time to time.
- 10.19.6 All guest play tee times must be secured by a valid credit card.
- 10.19.7 Members should notify the pro shop of any cancellations at least 24 hours before scheduled play to avoid penalty.

**10.20 Registration**

- 10.20.1 All members and guests must register in the pro shop before beginning play and all members shall present their membership cards at registration upon request.
- 10.20.2 Failure to check in and register ten minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the pro shop.

**10.21 Practice Range**

- 10.21.1 The driving range is available to members and their guests and to registered visiting golfers.
- 10.21.2 The practice range is open during normal operating hours as posted in the pro shop. The practice range may be closed for general maintenance at the club's discretion.
- 10.21.3 Range balls are for use on the practice range and may not be used on the golf course.
- 10.21.4 Balls must be hit from designated areas. No hitting permitted through the rough and sides of the practice range.
- 10.21.5 Proper golf attire is required at all times on the practice range.
- 10.21.6 Lessons by unauthorized professionals are prohibited.

**10.22 General Golf Cart Rules**

- 10.22.1 Golf carts shall not be used by a member or guest on the golf course without prior assignment and registration at the pro shop.
- 10.22.2 Golf carts may be restricted to cart paths only in the discretion of the club. Parking of golf carts is allowed in designated areas only.
- 10.22.3 Golf carts may only be used on the golf course when the course is open and golf carts restriction signs must be adhered to without exception.
- 10.22.4 Each operator of a golf cart must be at least 18 years of age and have a valid motor vehicle driver's license.

- 10.22.5 Only two persons and two sets of golf clubs are permitted per golf cart.
- 10.22.6 Pull carts are permitted for members and their guests when playing from the first tee.
- 10.22.7 Obey all golf cart traffic signs.
- 10.22.8 Always use cart paths where provided.
- 10.22.9 Be careful to avoid soft areas of the fairways, especially after rains. Use semi-roughs whenever possible. No cart is allowed in to the veld grass rough areas of the course at any time.
- 10.22.10 Never drive a cart through a hazard.
- 10.22.11 Operation of a golf cart is at the risk of the operator. Cost of repair to a golf cart which is damaged by the member or a family member of a member shall be charged to the member or in the case of a guest to the sponsoring member. Each member shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the member, his or her family members or guests, and shall reimburse the club and/or third party operator for any and all damages the club/third party operator may sustain by reason of misuse.
- 10.22.12 Each member accepts and assumes all responsibility for liability connected to the operation of the golf cart. The member also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the member's, his or her family members' or guest' use and operation of the golf cart.
- 10.22.13 Violation of golf cart rules may result in the loss of golf cart privileges and/or playing privileges.

### **10.23 Private Golf Cart Rules**

- 10.23.1 Private golf carts are permitted for members subject to the rules and regulations established by the club from time to time. Private golf carts must match the club's current fleet of carts.
- 10.23.2 The personalization of carts, such as adding names, logos, radios or telephones, shall not be permitted by the club.

- 10.23.3 All golf carts shall be four wheeled, electrically powered, and must conform to the club's specifications, including:
- 10.23.3.1 Design;
  - 10.23.3.2 Colour;
  - 10.23.3.3 Model; and
  - 10.23.3.4 Manufacturer.
- 10.23.4 All golf cart owners agree to comply with the rules and regulations established, by the club as they may be amended from time to time.
- 10.23.5 All golf cart leaseholders must store their cart in a garage serving their home or in other areas specifically designated by the Oubaai Property Owners Association as Golf cart parking areas.
- 10.23.6 Each year members using a private golf cart shall be required to provide the club with a certificate of insurance stating that the operation of the golf cart is covered by a liability insurance policy of the member with policy limits in such amount determined by the club from time to time.
- 10.23.7 Members using a private golf cart will be held fully responsible for any and all damages caused by the misuse of the golf cart by the member, his or her family or guest, and the member shall reimburse the club for any and all damages the club may sustain by reason of misuse, including without limitation, damage to other golf carts and any property of the club.
- 10.23.8 In the event a golf cart operator is involved in an accident resulting in the injury or property damage, the operator must immediately notify the Oubaai Homeowners Association's Security Department, the Oubaai Golf Club through the Club Manager and the appropriate law enforcement agency.
- 10.23.9 Private golf carts are only permitted to be used on or in the club's golf course property upon the execution of a private golf cart agreement with the club or a third party operator.

- 10.23.10 An identification number and a yearly decal will be issued to private golf cart owners upon the signing of a private golf cart agreement and providing of a certificate of insurance. Annual decals should be placed on the front of the golf cart in clear view.
- 10.23.11 Members using a private golf cart are required to ensure that their private carts are restricted to licensed drivers who will operate the cart in a safe, prudent manner and accordance with all rules and regulations.
- 10.23.12 These rules and regulations might be expanded or amended, from time to time, at the sole discretion of the club.
- 10.23.13 Violation of these rules and regulations may result in the revocation of private golf cart privileges.
- 10.23.14 Coolers are not permitted on golf carts, unless provided by the club.

#### **10.24 Leased Golf Cart Rules**

- 10.24.1 Golf cart leaseholders, when playing together, or with a non-cart leaseholder, must abide by the rules of one golf cart for every two players.
- 10.24.2 All golf cart leaseholders shall be required to sign a release of liability agreeing to hold the club harmless as a result of any loss or damage relating to the operation of the golf cart.
- 10.24.3 In the event a golf cart operator is involved in an accident resulting in the injury or property damage, the operator must immediately notify the Oubaai Golf Club through the Club Manager and the appropriate law enforcement agency.
- 10.24.4 Golf carts may only be used during day hours.

#### **10.25 Handicaps**

- 10.25.1 Handicaps are computed under the supervision of the pro shop in accordance with the South African PGA Handicap system.
- 10.25.2 All members and their accompanied guests with a South African PGA approved handicap may participate in club tournaments. All handicaps submitted may be reviewed by the pro shop.

- 10.25.3 Members wishing to participate in club tournaments are responsible for turning in all their scores on a daily basis. Any member failing to turn in any score shall result in a score being posted that is equal to their lowest score on record. The pro shop shall assist any members needing help with the posting of scores.
- 10.25.4 Accurate records are to be kept of scores turned in and recorded for all full rounds played. The pro shop shall determine if there are any violations by the members in turning in their scores. This shall be done in terms of the Handicap Rules Manual

### **10.26 Golf Course Etiquette**

Person playing golf at the club should do their part to make a round of golf a pleasant experience for everyone at the club. Here are some suggestions:

- 10.26.1 Play ready golf. Anticipate the club or clubs you might 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, such a player should indicate to another player to play; this should not be deemed as playing out of turn.
- 10.26.2 The time required to "hole out" on and around the greens is a chief cause for slow play. Study the clear line of your putt while others are doing the same. Be ready to putt when it is your turn.
- 10.26.3 When approaching the green, park your golf cart on the cart path on the best direct line to the next tee. This can save significant time. Never leave the golf cart at the front of the green where you will have to go back and get it while following players wait for you to clear the hole.
- 10.26.4 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.
- 10.26.5 If you are not holding your place on the course, allow the players behind you to play through. Do the same if you stop for a lost ball.
- 10.26.6 The golf marshals will report slow play and all breaches of golf etiquette to the pro shop, which will take the appropriate action.

## **11 Disciplinary Procedures and the imposition of sanctions in respect of golfing matters, misconduct and general offences**

### **11.1 Contravention**

If a member contravenes any of the provisions of the Constitution or by-laws of the Club or the rules of golf or conducts him/herself in an improper or ungentlemanly or unladylike manner or in a manner injurious or detrimental to the best interests of the Club whether on the premises of the Club or elsewhere, the Members Forum shall appoint a Disciplinary Committee comprising not less than 3 [three] committee members which may direct that the member be:

11.1.1 cautioned, warned as to future conduct, reprimanded;

11.1.2 terminated or suspended from membership of the Club for such a period as the Disciplinary Committee considers appropriate;

11.1.3 sanctioned any combination of the above.

### **11.2 Notification**

No disciplinary action as contemplated by 11.1 above shall be taken against a member unless the member has been given not less than 3 [three] days notice in writing prior to the meeting of the Disciplinary Committee of the nature of the complaint or charges against him/her. He /she shall be notified of the time, date and place of the meeting and be formally invited to attend the meeting to answer the charge;

### **11.3 Right to respond**

If he/she attends the meeting, he/she is to be given a full opportunity to answer the complaint or charges, provided that the Members Forum may suspend the member from membership of the Club pending the meeting of the Disciplinary Committee to consider the complaint or charge against the member or pending the hearing of an appeal lodged in terms of 11. 5.1.

#### **11.4 Record keeping and sanction**

At any meeting of the Disciplinary Committee called to consider a complaint or charge against a member the following will take place:

- 11.4.1 a record shall be kept of the proceedings and evidence given and the reason for the decision of the Disciplinary Committee; and
- 11.4.2 at the conclusion of the meeting or within a reasonable time thereafter, the member shall be notified in writing of the sanction imposed as contemplated by 11.1.1, 11.1.2 and 11.1.3.

#### **11.5 Appeal**

If any member who has been sanctioned as contemplated by 11.1.1, 11.1.2 and 11.1.3 feels aggrieved, he/she may within 3 [three] days of receipt of notification of the sanction in writing request that his/her case be submitted to an Appeal Tribunal.

- 11.5.1 The Notice of Appeal shall be signed by the member lodging the appeal and shall specify:
  - 11.5.1.1 the name of the member lodging the appeal;
  - 11.5.1.2 the decision appealed against;
  - 11.5.1.3 the date of the decision appealed against;
  - 11.5.1.4 brief reasons for the appeal.
- 11.5.2 The Appeal Tribunal shall convene a date for the hearing of the appeal which shall be as soon as possible after the request made by the member in terms of 5.1 and the member shall be notified in writing of the time, date and place of hearing.
- 11.5.3 The Appeal Tribunal shall determine the appeal on the record of the proceedings before the Disciplinary Committee and any oral representations which may be made to it but no further evidence shall be led.
- 11.5.4 The majority decision of the Appeal Tribunal shall be final and binding and not subject to any appeal.

- 11.5.5 The Appeal Tribunal shall consist of at least 3 [three] members, not being members of the Disciplinary Committee, to be appointed by the Members Forum.

### **11.6 Legal representation**

Neither the Club nor the member concerned shall be entitled to legal representation at any disciplinary hearing or appeal.

### **11.7 Use of club during suspension**

Any member terminated or suspended in terms of this clause shall not enter the Club or its premises or the golf course during any period of suspension.

### **11.8 Discipline disclaimer**

Any member who is sanctioned or whose membership is terminated or suspended pursuant to the provisions of this clause shall have no claims of any nature whatsoever against the Club, the Committee, the Members Forum or any other person for any cause whatsoever.

Any procedures pursuant to disciplinary processes under these Regulations or proceedings, findings or decisions of Disciplinary Committees and/or Appeal Committees shall not be quashed or invalidated by reason of any departure from the procedural Regulations, defect, irregularity, omission or technicality unless such departure, defect, irregularity, omission or technicality, raises a material doubt as to the reliability of the findings or decisions of these bodies or results in a miscarriage of justice.

## **12 Members Forum**

### **12.1 Role**

The role of the members Forum is

- 12.1.1 To act in an advisory capacity to the owners and Club Management;
- 12.1.2 To encourage and promote, foster and support the game of golf;
- 12.1.3 To promote social intercourse amongst its members.

## **12.2 Office bearers**

There shall be 7 members of the forum, namely the Club Captain, the immediate past Captain, the Vice-Captain, the Ladies Captain and 3 nominees of the Club Management.

These office bearers shall be selected from among the members and have one of each representative from the Oubai Golf Resort resident members, members resident outside of the Resort and a lady member.

## **12.3 Terms of office**

At each annual general meeting:

- 12.3.1 the immediate past Captain shall retire from the committee;
- 12.3.2 the current Captain shall remain on the forum as the immediate past Captain;
- 12.3.3 the current Vice-Captain shall become the Captain
- 12.3.4 the current Deputy Vice Captain shall become the Vice Captain
- 12.3.5 there shall be an election for Deputy Vice-Captain;
- 12.3.6 the lady captain shall retire from the committee but may if she wishes be nominated to serve another year

## **12.4 Gender of members representatives**

Any Member in good standing, regardless of sex, shall be eligible for election to the Members Forum and any office on the Members Forum;

## **12.5 Vacancies through the year**

In any vacancy of elected members occurs in the Members Forum during any year, the promotion process as provided for in 12.3 shall be applied, mutates mutandis, and the remaining members of the Members Forum shall be entitled, but not obliged, to co-opt a member to serve on the Members Forum as Deputy Vice Captain or Ladies Captain as the case may be for the remainder of the year;

Such member shall resign at the next annual general meeting but shall be eligible for re-election;

### **12.6 Standing of the Forums members**

All elected members of the Members Forum shall be full playing members of the Club and in good standing with the club.

### **12.7 Owners representatives' tenure**

To ensure continuity, the Owners shall use its best endeavors to procure that its appointees to the Members Forum serve for at least 2 [two] years;

If any such appointee vacates his position during any year, the Owners shall be entitled, but not obliged, to appoint another appointee;

### **12.8 Removal of member's representatives from the Forum**

Notwithstanding any other provisions of these Rules and Regulations the Members Forum may by a majority vote remove any representatives member of the Members Forum if such member is guilty of improper conduct and such member shall not be entitled to a vote on his/her removal;.

### **12.9 Annual general meeting**

An Annual General Meeting shall be held during December of each year as a pre season meeting, for purpose of transacting the following business:-

- 12.9.1 To confirm the minutes of the previous Annual General meeting and any other Special General Meeting held subsequent thereto;
- 12.9.2 To discuss matters arising from these minutes;
- 12.9.3 To receive and, if approved, adopt the Captain's report;
- 12.9.4 To elect a Deputy Vice Captain and Ladies Captain;
- 12.9.5 Holiday period golf tournaments
- 12.9.6 December programme
- 12.9.7 To transact any other competent business;

### **12.10 Special General meeting**

The Members Forum may at any time, and shall upon a requisition signed by at least 20 members entitle to vote at General Meetings, call a Special General Meeting of Members

### **12.11 Notices**

- 12.11.1 Notice of the Annual General Meeting shall be given to all members not less than 14 days prior to the date of the meeting and shall be accompanied by notice of any resolution or notice of motion to be considered thereat;
- 12.11.2 Notice of any motion for consideration at any Annual General Meeting shall be given to the Golf Club Director in writing at least 21 days before the date of the Annual General Meeting and shall state the name of the proposer and seconder and terms of the motion.
- 12.11.3 Omission to send a notice to any member shall not invalidate a General Meeting;
- 12.11.3 A copy of every notice convening a General Meeting and of every notice of motion or resolution to be considered thereat shall be posted on the Club Notice Board for a period of at least 14 days prior to the date of such Meeting.

### **12.12 Procedure at General meetings**

- 12.12.1 The Captain or in his absence the Vice-Captain shall preside at all General Meetings as Chairman;
- 12.12.2 In the event of an equality of votes the issue concerned shall be referred to Oubai Club Management for a final decision. A declaration by the Members Forum that a recommendation has on a show of hands been carried shall be conclusive unless a poll is demanded;

**12.13 Election of Office Bearers and Committee**

- 12.13.1 The election of the Deputy Vice-Captain and Ladies Captain at each Annual General Meeting shall take place in the following matter:
  - 12.13.1.1 Sixteen days prior to the Annual General Meeting a notice shall be posted on the Club's notice boards calling for nominations;
  - 12.13.1.2 Nominations shall be in writing and signed by the nominee and the proposer and seconder, both of whom must be full playing members of the Club and shall be received by the Golf Club Director not later than 48 hours before the scheduled time of commencement of the Annual General Meeting failing which the nomination/s will not be accepted;
  - 12.13.1.3 The nominee who receives the most votes shall be deemed to be elected as the Deputy Vice-Captain and Lady Captain respectively and if there is an equality of votes, the Captain for the ensuing year shall have a casting vote;
  - 12.13.1.4 Only if the number of candidates for the position of Deputy Vice-Captain or Lady captain is more than one shall there be an election; if there is only one nomination, the candidate nominated shall be deemed to be elected;

**12.14 Meetings of the members Forum**

- 12.14.1 The Members Forum shall meet whenever the Captain directs but not less than once in every month;
- 12.14.2 Five members [of which the Captain or Vice-Captain and one owner's representative must form part] shall form a quorum;
- 12.14.3 The Captain or in his absence the Vice-Captain shall be Chairman, and in the absence of both of them, the Members present shall appoint a chairman from their number;
- 12.14.4 Every recommendation put to the Members Forum shall be decided on a majority vote by a show of hands. In the event of an equality of votes the Golf Club Director shall have a second casting vote.

**12.15 Powers and duties of the member's forum**

- 12.15.1 It may propose, amend or repeal such by-laws as it considers necessary for the running of the club, provided it has the concurrence of the full Management team. However, all final decisions rest with the Oubaai Club Management;
- 12.15.2 Subject to the generally accepted rules of golf it may make local rules;
- 12.15.3 It shall ensure that minutes of all meetings are kept and confirmed;
- 12.15.4 In conjunction with the Director of Golf it shall advise on regulations of play on the course, on times of play, competitions and use of club facilities;
- 12.15.5 The Members Forum shall be entitled to appoint Sub-forums, the members of which need not be members of the Forum, to have responsibility in regard to any matters affecting the running of the Club, including, but not limited to:;
  - 12.15.5.1 Disciplinary matters as contemplated by the Disciplinary Rules and Regulations
  - 12.15.5.2 Social events;
  - 12.15.5.3 Inter-club matches;
  - 12.15.5.4 Competitions
  - 12.15.5.6 It shall see to it that the rules and regulations as stipulated are adhered to by Members and Members' guests.

**ACKNOWLEDGEMENT AND RECEIPT**

To acknowledge receipt and understanding of these rules and regulations and constitution please sign and return to the golf club at the following address:

The Club Manager  
Oubai Golf Club  
P.O. Box 2957  
George. 6530

Physical Address .....  
.....  
.....

Members Last Name .....

Members First Name .....

Wife's First Name .....

Children .....

(25 years and younger) .....

.....  
.....

Postal Address .....  
.....  
.....

E-Mail .....

Home Telephone ..... Cell .....

I agree with and will abide by the terms and conditions of the constitution as well as the policies, procedures, rules and regulations of Oubai Golf Club.

.....

.....

Applicants signature

Date



**APPLICATION**

**FOR**

**GOLF CLUB MEMBERSHIP**

Applicant: ..... Spouse: .....

Surname: ..... .....

First Name: ..... .....

Date of Birth: ..... .....

Homeowner Erf No/Apartment No: .....

Postal Address: .....

.....

Children under 25

Name:	Date of Birth	Sex	Handicap
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

Telephone No. Home: ..... Fax No. (h): .....

Telephone No. Work: ..... Fax No. (w): .....

Cell phone No: .....

Email address: .....

Golf, Social and/or sport clubs of which a member:

Golf Handicap: .....

Name

Address

.....

.....

.....

Have you ever been refused membership of a club?.....

**Membership Category for which you wish to apply**

Family

Individual

Property Syndicate (1-6 members)

Property Syndicate (7-12 members)

Corporate

I will abide by the terms and conditions of the constitution as well as the policies, procedures, rules and regulations of Oubaai Golf Club.

Date..... Signature.....

**Golf Membership banking details**

**Account name:** Kharafi Hospitality (Pty) Ltd t/a Oubaai Golf Club

**Bank:** ABSA

**Bank address:** Business Centre, Sandton, Johannesburg

**Account number:** 4060557803

**Branch code:** 331155

**Branch name:** Sandton

**Swift branch code:** 632005 (For transfers from overseas accounts)

**Swift address:** ABSAZAJJ

**Kindly fax or mail a copy of deposit transaction so that your application can be processed without delay**



**Membership details update/ Change of Address.**

We are updating our database of Members. We would appreciate you completing this form and returning it to us at your earliest convenience. **Fax: 086 505 4010**

Surname: .....

First Name: .....

Membership No: .....

Date of Birth: .....

Residential address: .....

.....

Postal Address: .....

.....

Telephone No. Home: ..... Fax No. (h): .....

Telephone No. Work: ..... Fax No. (w): .....

Cell phone No: .....

Email address: .....

Date: .....

Signature: .....

**We thank you for your assistance.**

**Rob Turner  
Golf Club Director**