



## PRIVATE GOLF CART AGREEMENT AND USAGE RULES

Kiama Golf Club (the Club) has determined to allow the use of privately owned golf carts subject to conditions set out below. The number of privately owned golf carts is restricted to a total of 50 however this number may be varied from time to time at The Clubs discretion and may include the need to prioritise approval for members with a genuine medical need for use of a cart to participate in the game of golf.

The parties agree to the following;

### 1. Licensing

- 1.1 Each golf cart must be licensed by The Club prior to use.
- 1.2 To gain a license, a member must complete and submit the application form attached.
- 1.3 The Club will consider an application for a license only if the applicant is a member in good standing of The Club.
- 1.4 The Club may revoke any license, without notice, if;
  - a) The Licensee ceases to be a member in good standing of The Club,
  - b) The Licensee violates any provision of this Agreement,
  - c) The licensed Cart is not maintained in accordance with the standards set out below.
- 1.5 A license is valid only for the Cart for which it is issued. A license is non-transferable to any other cart; the Licensee may not transfer a license to another member of The Club upon purchase by such member of the licensed Cart, or for any other reason.
- 1.6 A visitor to our course may bring a privately owned cart onto the course providing that the cart and the 'Licensee' meet all the conditions listed below and pay the nominated 'visitors fee'.
  - a) The nominated visitor fee may be changed from time to time.
  - b) The Board of The Club reserves the right to refuse the use of visitor carts on the course.

### 2. Term

- 2.1 The term of this Agreement shall be one (1) year commencing on the 1<sup>st</sup> February each year or on date of issue of the license and is renewable automatically subject to the annual inspection requirement unless either party indicates otherwise in writing prior to termination of the current term; and subject to earlier termination as provided in this Agreement.
- 2.2 Notwithstanding anything contained herein to the contrary, The Club may at any time, without cause, terminate all usage of privately-owned carts by giving the Licensee not less than thirty (30) days written notice of the termination date.
- 2.3 The Licensee may terminate this Agreement upon thirty (30) days written notice to Kiama Golf Club if the Licensee discontinues his/her membership in Kiama Golf Club or sells the Golf Cart. On termination no refund of fee is applicable.
- 2.4 The Club may from time to time update the terms of this agreement and the Licensee agrees to be bound by the new agreement and if not, cease using the Golf Cart.

### **3 Cart Specifications and Condition**

- 3.1 Any Golf Cart purchased by a Licensee must in general comply with the appearance and specifications of the Golf Cart recommended by The Club. The Licensee is obligated to comply with the inspection rule contained in 8 (1) of this agreement prior to purchase or use. See Attachment "A" for an example of the current Golf Cart recommended by The Club.
- 3.2 It is the club's intention that ultimately all privately owned motorised carts used on the course will be electrically (battery) powered. Only electrically powered carts will be approved for use on the course (other than existing approved Petrol Carts).
  - Existing approved Petrol powered carts may continue to be used as long as they are able to be maintained to a good condition, after this they may be replaced by an electric powered cart.
- 3.3 All privately owned carts must adhere to the course speed limit of 13 kph. This is equivalent to the lowest governed speed on a golf cart.

### **4 Private Cart Fee**

- 4.1 An annual private cart fee for the licensed cart is payable in full to The Club. The Licensee is obligated to pay the total annual private cart fee in advance for each year in which the Cart is licensed, except as specifically set out below.
- 4.2 In the event this Agreement is terminated pursuant to the provisions of Section 2.2 the annual private cart fee will be prorated to the actual number of months of the year during which the Cart is licensed. Any partial month shall be deemed to be a full month. In no other event shall the private cart fee be pro-rated or refundable in whole or in part.
- 4.3 The Club may review the annual private cart fee at any time.
- 4.4 The annual fee for course usage is \$100 (Inclusive of GST) for vehicles with a capacity of one person and \$200 for vehicles with a capacity of two people and may be subject to annual increases.
- 4.5 A visitor to Kiama Golf Course who wishes to bring their own cart shall pay a 'Visitor fee' of \$30. This will be in addition to any applicable green fee or competition fee.
- 4.6 Members who can provide a medical certificate stating that because of a genuine medical need they are unable to walk 18 holes of the course will be offered a 50% reduction to the listed fees.
- 4.7 All private cart fees will be set aside specifically and solely for the upgrade and maintenance of cart paths.

### **5 Rules and Regulations**

- 5.1 All operators of the Cart must be eighteen (18) years of age or older and have a valid driver's license.
- 5.2 The Cart will be operated on the golf course only for the purpose of participating in golf.
- 5.3 The cart must only be driven on designated cart paths wherever possible.
- 5.4 The cart must not be driven within 5 meters of the tee, green or hazard unless on a designated path.
- 5.5 The cart may only be parked at the side or rear of a green.
- 5.6 Sand for divot repair must be carried and used for divot repair.
- 5.7 The Cart may be used only by the Licensee, immediate family or designated driver (of which there can be only one in any 12 month period)
  - The 'designated driver' must be nominated at the time that the annual application is submitted to the club.
- 5.8 Prior to commencing play, the Licensee must register at the Pro Shop and identify any person accompanying him/her in the Cart and pay any applicable green fees or competition fees.
- 5.9 All golf play must originate at the Pro Shop on assigned tees and tee-off times and no golf play may be originated from a Member's house or other location on the golf course.

5.10 The Licensee, his family and guests will abide by general golf rules and regulations as established at the time of play and observe all normal golf etiquette.

5.11 No more than two (2) people shall ride in the Cart and the Cart shall carry no more than two (2) bags at any time.

5.12 Any additional criteria set out under the 'Roads and Traffic act NSW' must be met.

5.13 The Club shall assume no responsibility for the Cart at any time. The Licensee is responsible for the Cart to be maintained and kept in good repair at all times.

## **6 Insurance and Indemnification**

6.1 The Club shall obtain and at all times hereafter keep in force a comprehensive Public Liability Insurance covering death or bodily injury.

6.2 The Licensee is responsible for obtaining and at all times hereafter keeping in force a General Liability Insurance policy covering claims for injury and property damage to the golf cart. A copy of which must be supplied to the club.

6.3 The Licensee acknowledges that failure to comply with the Rules and Regulations at section five above may invalidate the insurance coverage therefore resulting in the Licensee being personally liable for any damage or injury incurred.

6.4 The Licensee does hereby accept and assume all responsibility for any excess charges relating to an Insurance Claim for any cart and / or operation of the cart. The Licensee hereby expressly indemnifies and agrees to defend and hold harmless The Club, it's officers, directors and employees, successors and assigns, from any and all damages, whether direct or consequential, arising from or related to the Licensee's ownership and/or operation of the Cart. The Licensee releases The Club from any liability and agrees not to sue The Club or its employees with respect to any cause of action for bodily injury, property damage or death resulting from use of the Cart.

## **7 Violations of Rules and Regulations**

7.1 Any Licensee reported to The Club for violating the rules and regulations shall be invited by The Club to attend a meeting to discuss the reported violation.

7.2 In the event that a violation occurs and results in actual physical damage to the course, the damage shall be repaired by The Club, which will in turn invoice the Licensee the cost of the damage. The Licensee will be required to pay the invoice within 14 days of the date of the invoice. In addition to any other remedies available to The Club, nonpayment may result in the Licensee's expulsion from The Club's Golf Membership.

## **8 Inspection**

8.1 Any Golf Cart proposed to be purchased and used on our course must be submitted for a visual inspection by The Club for suitability to the agreement prior to use.

8.2 This Agreement shall be effective only after the proposed Licensee's Cart has been inspected by the Golf Operations Manager or their designee, and approval indicated below. The Licensee's Cart will continue to be inspected on an annual basis by the Golf Operations Manager or their designees, using the annual Inspection checklist, Attachment "B".

8.3 The Club makes no representation or warranty concerning its review of the Licensee's Cart as part of the inspection concerning the Licensee's Cart's fitness for use or safety. The Licensee is solely responsible for determining the fitness for use and safety of their Cart.

# Kiama Golf Club

## Application for Personal Cart Usage

**THIS AGREEMENT CONTAINS AN INDEMNIFICATION AND RELEASE PROVISION.**

I agree to the above Terms and Conditions of use for the above mentioned cart. All drivers of the vehicle will be over the age restrictions as per the Private Cart ownership agreement and I accept full responsibility for the actions of drivers of this vehicle.

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**Member-Licensee:**

Member Name:

Member No:

Designated driver:

Driver's License Number:

Address:

Date:

Signed:

**The Club:**

Staff member inspecting

Signed \_\_\_\_\_ Date / /

Staff member registering

Signed \_\_\_\_\_ Date / /

Attachment A





KIAMA  
GOLF CLUB

Attachment B

# Private Cart Use Check List

Cart Owner \_\_\_\_\_

Insurer \_\_\_\_\_ Date of Expiry \_\_\_/\_\_\_/\_\_\_

Date of safety check \_\_\_/\_\_\_/\_\_\_

Staff Member \_\_\_\_\_

## GOLF CART

CHECK ROOF FRAMES ARE TIGHTENED \_\_\_\_\_

CHECK TYRE PRESSURE \_\_\_\_\_

TYRE TREAD \_\_\_\_\_

CHECK WHEEL ALIGNMENT \_\_\_\_\_

TEST DRIVE CART \_\_\_\_\_

BRAKES WORKING \_\_\_\_\_

CHECK SAND BUCKETS ARE LOCATED ON CART \_\_\_\_\_

IF ELECTRIC GOLF CART, CHECK BATTERY TERMINALS ARE CLEAN.