



# Club Mandalay

## By-Laws and Rules

### Version 2.0 October 2020

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## WELCOME!

Welcome to the picturesque Club Mandalay, the heart of the Club Mandalay Estate. The Golf Course and Clubhouse precinct has been designed to optimise the Club Mandalay experience at every turn and to make Club Mandalay a most desirable place to live.

### The Clubhouse

The Clubhouse is open seven days per week. The restaurant is open for breakfast on the weekends, lunch is available daily and dinner is available Thursday, Friday and Saturday nights. Patronage of the bar and restaurant will be monitored, and operating times will be adjusted to best satisfy demand.

The food and beverage facilities include a fully licenced bar, Café, Restaurant, Urban Grocer and function facilities.

Our team of qualified chefs are already delivering a fresh, innovative and well-priced range of menus that will include special events such as birthdays and celebrations.

The Café offers freshly made coffee daily as well as a selection of cakes, pastries and pre-made sandwiches, wraps and salads.

### Golf

The Championship Golf Course has been designed to offer an appropriate challenge for every level of golfer. The Par 72 course comprises of 4 par 3's, 4 par 5's and 10 par 4's in two loops of nine holes starting and finishing at the Clubhouse in the traditional manner, with a variety of hole lengths making for an interesting journey. Bunkers, although not vast in area or in number, provide a sufficient challenge to the golfer without being heartbreakingly difficult. The greens are generous in size and subtle in nature giving rise to a variety of pin positions. The fairways are gently undulating providing drainage runoff to landscaped areas, while numerous landscaped wetlands scattered around the course will clean the run off and provide a welcome refuge for a variety of aquatic species and bird life.

Please be advised that the By-Laws and Rules may change from time to time without prior notification or distribution. Please refer to [www.clubmandalay.com.au](http://www.clubmandalay.com.au) for the most up to date version.

**We look forward to seeing you out and about in the Mandalay Community.**

## CONTACT DIRECTORY

### CLUB MANDALAY

<b>Address</b>	430 – 450 Mandalay Circuit, Beveridge, Victoria, 3753
<b>Telephone</b>	03 9037 3700
<b>Email</b>	info@clubmandalay.com.au
<b>Website</b>	www.clubmandalay.com.au
<b>Operations Manager</b>	Brenten Coulthard
<b>Commercial Manager</b>	Louise Phillips
<b>Golf Club Professional</b>	Martin Walsh
<b>Resident Liaison</b>	Ali Berechree
<b>Operator</b>	Avid Sports Mandalay info@avidsports.com.au

Foul, abusive or inappropriate language or behaviour is not permitted in the Clubhouse, leisure areas or golf course. Club Mandalay is committed to providing a family friendly environment where all users feel safe and respected.

## CALENDAR OF EVENTS

A calendar of social, sporting and golf events and offers will be placed periodically on the Club Mandalay website [www.clubmandalay.com.au](http://www.clubmandalay.com.au)

## DRESS REGULATIONS

A neat and tidy appearance is required AT ALL TIMES. There is strictly NO BYO of alcohol to the Clubhouse.

### Restaurant

Smart casual is the minimum dress requirement for entry into the restaurant. The following are unacceptable in the restaurant:

- Soiled clothes and shoes
- Clothing with inappropriate slogans or prints
- Swimwear
- Singlet tops (men)
- Thongs or bare feet

### Cafe & Urban Grocer

- Tops or singlets are required at a minimum to be worn
- No bare feet are permitted, footwear must be worn
- Clothing with inappropriate slogans or prints not permitted

### Golf Course

#### Acceptable

- Golf shoes with soft spikes only (no metal spikes permitted)
- Tailored pants or shorts (3/4 length pants and cargo pants permitted)
- Collared Shirt (not required for ladies)
- Socks (short socks and anklets are permitted)

#### Non-Acceptable

- Football, board shorts or gym shorts
- T-shirts or Hi-vis workwear
- Denim of any description, tracksuit pants or leggings
- Thongs or sandals or work boots
- Shoes with no socks

## BY-LAWS AND RULES

### 1. PURPOSE

The By-Laws and Rules (the 'Rules') of Club Mandalay have been designed to protect the rights and privileges of Mandalay Residents, Members, visitors and employees as well as protecting Club Mandalay Limited property. The Rules have been formulated to acquaint the Residents of Mandalay with the services available to them and to assist with the proper utilisation of the facilities of the Club.

### 2. MANAGER AUTHORITY

The Manager shall have full and complete charge of the Club and facilities at all times.

### 3. MEMBER RULES

The Rules are subject to, and should be read in conjunction with, the Membership Terms and Conditions.

## GENERAL RULES

### 1. MEMBERSHIP CARDS

Each Member shall be issued with a membership card. Members are requested to carry this card with them when using the Club facilities. This is important for identification as well as access to the Member only facilities. Members shall not lend or give their cards to any other person for any reason. Violation of this rule may result in expulsion from the Club. Loss of the card should be reported immediately to the Club. There will be a nominal fee of \$50.00 to replace any lost cards or the issuing of additional Resident Member Cards.

### 2. SMOKING

Smoking is not permitted anywhere inside the Clubhouse, leisure facilities or car park area. Smoking is only permitted in the designated smoking area, which is located outside the Pro Shop.

### 3. GUESTS

Members may invite guests to the Club during scheduled opening hours. Members are responsible for the conduct and dress of their guests.

#### Golf

A Member shall not introduce more than three guests at any one time, to use the Golf Course, unless permission has been obtained beforehand from Club or its authorised designee.

#### Swimming Pool

A Resident Member may invite up to **2 guests** to use the swimming pool at any one time, and any guest will be required to sign in at Reception before proceeding to the swimming pool area. Any guest is allowed to use the swimming pool in total a maximum of 6 times per annum, regardless of the member that has invited them.

#### Gymnasium

There is **NO** guest access to the gymnasium.

#### Tennis

Members may invite up to **3 guests** to use a tennis court at any one time, with each guest able to use the privilege a maximum of 6 times in any one year.

### 4. MOBILE PHONES

When using mobile phones in the Clubhouse and seating area please consider others around you. The use of mobile phones on the Golf Course is strongly discouraged and is intended for use in medical emergencies only. The use of mobile phones for taking photographs in the gym and locker rooms is strictly prohibited and may lead to prosecution under Victorian law.

## 5. FOOD AND BEVERAGE ON PREMISES

NO food or beverage may be consumed on Club premises other than that purchased from the Clubhouse or the on-course Beverage Cart service. Alcohol must not be taken on the Golf Course and is only to be consumed in accordance with the terms of the Liquor Licence, as delivered through the Club staff.

## 6. PROPERTY DAMAGE OR REMOVAL

Members shall be liable to the Club for the value of all Club property and any costs incurred by the Club in replacing or repairing the relevant property which has been damaged or removed by the Member or his/her guests.

## 7. LOST PROPERTY

All lost property is to be handed in or collected from the Golf Pro-Shop. Lost property will be retained for a period of 4 months, after this time the property will be returned to the person that handed it in or it will be donated to charity.

## 8. COMPLAINTS

Slow, unsatisfactory or improper service should be reported immediately to the Club or its authorised designee so that it may assess responsibility and correct the problem. Other serious complaints should be made in writing. Members should not directly reprimand any Club employee. Complaints of all deficiencies in service or demeanour of any employee will receive the immediate attention of the Club. Please direct all complaints to [info@clubmandalay.com.au](mailto:info@clubmandalay.com.au)

## 9. PARKING

Members must park their vehicles in accordance with indicated parking regulations. Cars are parked at the owner's own risk and must not be parked on the Golf Course or Golf Course grounds except for designated parking areas.

Members who bring trailers are requested to park along the slipway prior to the Clubhouse drive way, or in the overflow carpark located on the corner of Lithgow Street and Mandalay Circuit.

## 10. ANIMALS

Members are reminded that no animals are permitted in the Clubhouse, golf course or leisure facilities at all times with the exception of guide dogs. The walking of animals is restricted to the Residents pathways and on a lead AT ALL TIMES only.

## 11. VIOLATIONS

Officers, Members and employees of the Club are requested to report any violations of the Rules.

All complaints in relation to the conduct and behaviour of individuals using the Club should be brought to the attention of the General Manager, including the following:

- a) display of temper or other discourteous conduct resulting in damage to the Golf Course or Club facilities;
- b) using any part of the Club whilst under the influence of an excessive amount of alcohol or any other illicit substances;
- c) parking in a prohibited area or taking more than one parking space;
- d) deliberate abuse of any item of Club property; or
- e) acting in any way that is detrimental to the use and enjoyment of the Club or the Golf Course by any other person.

## 12. DISCIPLINARY ACTION

If in the Club's opinion (at its absolute discretion) a Member has either:

- a) refused or failed to comply with any part of these terms and conditions or the rules, policies and regulations made in relation to these terms and conditions;
- b) engaged in conduct unbecoming of a Member;
- c) engaged in conduct deemed to be prejudicial to the interest of the Club or to the interests of other Members of the Club;
- d) engaged in conduct which has or could bring the Club into disrepute; or
- e) engaged in harassment of any nature, sexual or otherwise, another person working or participating in any Club related activity, then, subject to these terms and conditions, the Club may, at its sole discretion, take any or all of the following disciplinary action:
  - i. expel the Member from the Club; or
  - ii. suspend the Member from access of the Club for a specified period.

Prior to taking disciplinary action, the Club must:

- a) give notice to the Member against whom disciplinary action is being considered:
  - i. stating that the Club proposes to hold a disciplinary meeting with the Resident on a specified date and at a specified place and time (being not earlier than 14 days after the date of the notice);
  - ii. outlining the allegations or complaint made against the Member in sufficient detail for the Member to be able to respond to the allegations or complaint;
  - iii. stating the possible disciplinary action which may be taken against the Member as a result of the complaint; and
  - iv. informing the Member that he or she may attend the meeting or choose not to attend the meeting, however, if the Member chooses not to attend the meeting, the Club may decide to take disciplinary action against the Member in the Member's absence.
- b) hold a disciplinary meeting at which, if the Member attends, the Club:
  - i. must give the Member an opportunity to be heard;
  - ii. must give due consideration to any prior written statement submitted by the Resident;
  - iii. may allow witnesses to attend the meeting and be heard in relation to the allegations or complaint; and
  - iv. may hear the matter in full, adjourn the meeting to another date or part hear the matter and adjourn the meeting to another date as it sees fit;
  - v. the Club must make a decision on what disciplinary action is to be taken against the Resident (if any) within 14 days after the conclusion of the disciplinary meeting and shall notify the member involved in writing within 14 days of reaching such decision;
  - vi. the decision of the Club is final and binding and is not subject to any appeal;
  - vii. an expelled Member is only entitled to re-apply for membership with the prior written consent of the Club;
  - viii. where a Member is expelled, suspended, fined or otherwise disciplined by the Club, the Member is not entitled to any compensation or damages of property of the Club and is not entitled to a refund of the whole or any part of any Application Fees, fees or other money.



## MEMBER ACCESS TERMS AND CONDITIONS

### 1. CONDITIONS OF OWNER RESIDENT AND RESIDENT ACCESS

The Company as the proprietor of the Club has all discretion, power and authority to manage the Club and administer and enforce these terms and conditions and the aims and objectives of the Club including, but not limited to, the following:

- a) to determine Application Fees, Annual Fees, Green Fees and any other charges;
- b) to determine if capital improvements are necessary, and if so, undertake them;
- c) to determine variable charges and expenses;
- d) to determine acceptable conduct of Residents and Members to create and implement terms and conditions in that respect;
- e) to determine implications of non-payment of fees, charges and expenses by Residents, Members and their Guests;
- f) to decide upon the disciplining and expulsion of Residents and Members having regard to these terms and conditions;
- g) to appoint a Manager or consultants to assist the Company to manage and/or operate the Club; and
- h) to amend, vary, revoke or add to any provision of these terms and conditions (including but not limited to Resident access benefits and fees and charges) from time to time as it sees fit at its sole discretion.

Owner and Resident Membership can only be transferred as outlined in the Club Mandalay Constitution. Each Member agrees to be bound by these terms and conditions and any such rules, policies and regulations as may be added or amended from time to time.

### 2. MEMBER WEBSITE

The Club has a website with the domain of [www.clubmandalay.com.au](http://www.clubmandalay.com.au). There is a Golf Members only area and a public access area. Access to the Golf Members only area is restricted to those who are Golf Members and who have activated their username and password. Please contact the Club if you don't have a member Username or Password.

If you are having any difficulty accessing the Golf Members only access section of the website, please contact the Club.

### 3. LIABILITY

- a) All Residents, Members and their guests use the Club, entirely at their own risk.
- b) Neither the Company nor the Club accept any responsibility for damage or injury arising or resulting from any activity undertaken by the Residents, Members and/or their guests on the Club premises and/or from any use of the facilities by the Residents, Members and/or their guests how so ever caused.
- c) The guest waives all rights it may have to bring any action, claim or proceedings against either the Company, the Club or its selected Operator (or any combination) for any damage or injury arising or resulting from any activity undertaken by the Residents, Members and/or their guests on the Club premises and/or from any use of the facilities by the Residents, Members and/or their guests howsoever caused.
- d) The Club shall not be liable nor responsible in any way for any lost or stolen items or damage to property or vehicles of Residents, Members or their guests. All Residents and members shall ensure that their guests are aware of the Clubs liability policy and agree to waive all rights he or she may have to bring any action, claim or proceedings against either the Company, the Club or its selected Operational Manager (or any combination) for any damage or injury arising or resulting from any lost or stolen items or damage to property or vehicles of Residents, Members or their guest(s).

- e) Any damage caused wilfully or negligently by any Resident, Members and/or his/her nominees and/or guests will be paid for in full (including all costs and expenses arising or incurred by the Club in relation to that damage) by that Resident.
- f) Residents and members shall be fully responsible and liable for all acts and omissions of their guests and hereby indemnify the Club for all cost, expenses and/or liability suffered or incurred as a result of any action or omission of their guests.
- g) Residents and members agree that all exclusions of liability set out in this clause shall extend to the Company, the Club or its chosen Operational Manager, their Directors, Manager, servants, agents and consultants engaged by the Company and the Resident hereby waives all rights he/she has or may have, and agrees not to bring any claim, suit, action or otherwise, against any of the parties herein named.

#### 4. INSURANCE

The Club does NOT provide insurance cover in respect to Members' property for fire, damage or theft in any instance. Residents and members are strongly advised to cover those contingencies through their own insurance policies.

### GOLF COURSE

#### 1. GOLF COURSE ACCESS

The Club Mandalay Golf Course is open to play for Owner and Resident Members, Owner and Resident Golf Members, External Golf Members and the general public during the nominated Pro Shop opening times. All Members and their guests must register in the Pro Shop prior to play. No golfer is permitted to simply access the course, or call to the golf shop indicating a desire to tee off without checking in to the golf Pro Shop prior. There are no exceptions to this rule and the disciplinary guidelines will be strictly enforced regarding this.

#### 2. PLAYING RIGHTS

Members are able to access the Golf Course facilities under one of the two following options:

- a) Casual Access – Resident and Owner Members paying the Resident Member casual green fee rate will enjoy access to the golf course.
- b) Golf Member – the payment of the annual golf membership fee will provide Golf Members with access to the golf course without the payment of additional green fees.

Golf Members have priority access to the golf course unless determined by Management for suitable commercial benefit, such as a corporate or social club booking. Golf members who have booked a time on the Club tee sheet are given priority access to the Golf Course at that time over members who have not made a booking. It is strongly recommended by Club management that all Members book starting times to avoid disappointment, and are encouraged to book directly via the online booking system.

#### 3. HOURS

The hours of operation of the Golf Course and the Pro Shop shall be determined by the Club and may be adjusted at the Club's sole discretion based on usage and the time of year. The Club Mandalay website and Mandalay App contains full details of all opening times.

#### 4. DRESS STANDARDS – GOLF

The attire required on the Golf Course is smart sportswear and specific golfing attire. The dress regulations are as follows:

Male: collared shirt with sleeves, tailored shorts or pants, sports socks and closed-in footwear. For the avoidance of doubt, denim of any description, t-shirts, singlets, football jerseys, football shorts and tracksuit style clothing are **strictly prohibited**.

Female: sports shirt, tailored shorts, skirts or pants, sports socks and closed-in footwear. For the avoidance of doubt, denim of any description t-shirts, singlet tops, gym clothes and tracksuit style clothing are **strictly prohibited**.

The attire required in the Clubhouse is smart sportswear and specific golfing attire. The dress regulations are as follows:

Clothing with offensive messages and images are strictly prohibited.

As a matter of custom and good taste, players must not remove shirts on the Golf Course.

Footwear must be worn at all times on the course and in the Clubhouse.

#### 5. GENERAL RULES OF PLAY

- a) Tee Times - starting times will be assigned at the Pro Shop by telephone or via the Member login on the Mandalay website. Starting times will be opened for Members 15 days prior to the day of competition play and 30 days for social play.
- b) Starting - Members are required to follow the direction of the Pro Shop in relation to starting times and holes to commence play from, but generally play will commence on the first tee, or tenth tee for two tee start events.
- c) Player Numbers – a maximum of 4 players per group are permitted unless authorised by the Club or its authorised designee.
- d) Clubs – each player must carry their own set of golf clubs.
- e) Registration - all Members and their Guests must register in the Pro Shop prior to play. No golfer is permitted to simply access the course, or call the Pro Shop indicating a desire to tee off, without checking in to the Pro Shop prior. There are no exceptions to this rule and the disciplinary guidelines will be strictly enforced regarding this.
- f) Please use a sand bucket and observe directional signage.
- g) Please ensure players in front are clear prior to play.
- h) No alcohol permitted on course except as purchased through the on-course cart food and beverage service – there is a strictly NO BYO policy at Club Mandalay for the course and Clubhouse
- i) Please observe recycled water signs and do not enter waterways.
- j) Children under the age of 14 must be accompanied by an adult.
- k) Entry and use of the golf course is at your own risk.
- l) To ensure the safety of the course staff and maintenance staff is maintained, please give them the right of way on the golf course.

#### 6. GUESTS

Guests of Club Members may play the course when accompanied by the Member who shall register with the Pro Shop and pay the applicable Guest green fee. A Guest may use the Clubhouse facilities (but not gym and swimming pool) up to a maximum of 8 times per annum (in total, regardless of the member who invited them).

## 7. CANCELLATION POLICY

In the event that a Member or a Member's Guest is unable to play at the allocated starting time, it is asked that you notify the Pro Shop as soon as possible so that other interested players may be contacted. If a Member fails to notify the Pro Shop within an appropriate level of time (24 hours prior) on two or more occasions, the Club may revoke a Members playing access for up to 1 month, taking into account all relevant factors.

## 8. JUNIOR PLAYERS

Members who are 14 years and older may complete an application for Golf Membership. The application must be signed on behalf of the Junior Member by their parent or guardian. Once the completed application has been returned to the Club, a Junior Member has the same rights as any other Members. NB a player competency test may be utilised to allow players under 14 years of age to be permitted to become junior members, as administered by the Club professional.

## 9. COMPETITIONS

Weekly Club competitions will be played as per the calendar of events. Members and guests are able to play in all competitions excluding closed, Member only events. A competition fee will be payable prior to each round.

## 10. MOTORISED CART USE

- a) Rental carts – Members are able to rent a motorised golf cart through the Pro Shop. Members are bound by the Terms and Conditions of renting the motorised cart. The Cart Rental Terms and Conditions are available for review from the Pro Shop.
- b) Member Owned Carts – Members are permitted to use their personally owned carts subject to the following terms and conditions:
  - i. Registration - each cart must be registered with the Club as an approved cart, this registration will be renewed annually. The annual fee for cart registration is \$149 and is subject to change at the total discretion of the Club. The successful registration of the cart is subject to passing the annual Cart Condition Report. The Cart Condition Report will assess the following:
    - Cart condition and presentation
    - Safety including tyre condition
    - Pollution levels in both noise and exhaustThe results of the Cart Condition Report are at the complete discretion of the cart inspector and no further correspondence will be entered into.
  - ii. Third party rental – Member Owned Carts are not to be made available to other members, rented or otherwise without being accompanied by the owner of the cart. Breach of this rule will result in the cancellation of the cart registration and therefore denying any future access of the Member Owned Cart onto the golf course. In such instance the Member would not be granted any refund on the Cart Registration fee.

## 11. NON-PLAYING PARTNERS

Non-playing partners may walk around the Golf Course with a Member. A non-playing partner assumes their own risk upon entering the Golf Course and acknowledges that, to the extent allowable by law, the Club maintains its right to deny liability for any incident or occurrence. Non-playing partners are obliged to also follow the dress regulations and to check in to the Pro Shop prior to play.

## 12. WEATHER

The Club Professional or other Club Staff will determine whether the Golf Course is in an acceptable condition for play. The decision of the Club Staff is final. Members on the Golf Course will be notified by Club Staff if the course is due to be closed for any reason including an impending electrical storm.

## 13. TUITION

Club Mandalay has employed a PGA Professional to conduct the golf operations at Mandalay. All golfers and Residents may arrange for the Professional to provide private tuition, subject to availability. The Professional will also attempt to conduct group clinics depending upon Member interaction.

## 14. HANDICAPS

Club Mandalay is affiliated with Golf Australia (and the Victorian Golf League) and as such is able to provide new members of the Club an official Golf Australia Handicap. New members of the Club are encouraged to speak with the Club Professional with regards to obtaining a handicap.

## 15. SLOW PLAY

If a group falls one clear hole behind the match in front, the slow group must invite the group behind to play through. Whenever play is delayed because of a lost ball, the group playing behind shall be invited to play through. Should the above conditions prevail and the following group is not invited through, it shall be the right and privilege of the group following to ask permission to play through.

Whenever, under the rules, the group ahead is required to invite the following group to play through, the slow group, after issuing the invitation to play, shall remain stationary until the invited group has played through.

Prior to putting out, all players should endeavour to leave their clubs and/or their golf cart to the side of the green that is nearest the next tee.

After finishing the hole, place the flag in the hole and leave the green area immediately. Proceed to the next tee and mark your scores while your playing partners hit off.

## 16. COURSE MARSHAL

The Course Marshal has the authority to request a group to speed up or let the following groups through. The Course Marshal may also reasonably ask any group to respond to his or her request to ensure safety, speed of play or for some other relevant purpose. Members are required to follow the direction of the Course Marshal at all times.

## 17. COURSE CARE

### a) Greens - Pitch Repairs

Repair ball marks with ball mark repair tool and insert the prongs into the turf at the edge of the depression. Pitch repairing tools are provided free of charge in the Pro Shop and we encourage all players to collect one before play. Members and their guests should endeavour to repair all pitch marks on the greens.

### b) Tees/Fairways – Filling Divots

All players must take the container of sand and simply pour the sand, or sand/seed mix, into the divot. Pour enough to fill the divot. Once you've filled the divot, use your foot to smooth over and tap down the sand.

c) Bunkers – Raking Bunkers

Always enter and exit a bunker from the lowest point.

Having hit your ball out of the bunker you must rake the bunker to ensure it is fair for the next person. Begin by raking over the signs of play from the sand, the area where your club made contact with the sand, and your footprints. Pull the tines of the rake toward you as you begin moving back to the lowest point of the bunker. Ensure that you don't pull too much sand toward you. The idea is to restore an even surface to the sand without displacing too much sand. If you are pulling too much sand toward you, try pushing the tines outward a few times. All the while, you should be progressing back to the lowest point of the bunker.

When you are finished, the sand's surface should be evened out, with no signs of divots or footprints, and no excess sand having been pulled toward the bunker's edge. There will be little furrows left from the tines of the rake. To complete the raking, step out of the bunker and make your final few passes over the sand with the rake. Gently throw the rake into the middle of the bunker with the rake pointing its head in the direction of play.

## 18. PERSONAL PROPERTY

Golfers and Residents are reminded not to leave golf bags or personal belongings unattended on Club property. The Club is not responsible for lost or stolen property. Any lost property handed in to the Club shall be kept at the Pro Shop.

## GYMNASIUM & SWIMMING POOL

### 1. RIGHT OF ACCESS

Access to the Gymnasium and swimming pool is restricted to Club Mandalay Resident Members Only. At the Club's sole discretion, the Club reserves the right to cancel or suspend the membership of any member whose behaviour, actions or otherwise are deemed to have an adverse or possible adverse effect on the operation or reputation of the Club or the enjoyment of the Club by other members and staff.

### 2. GYM USAGE

Conditions of entry

- a) Persons using the equipment in the Gymnasium are responsible for their own safety. They are advised to seek advice from staff in the Gymnasium if necessary.
- b) A sweat towel must be used during all workouts.
- c) Appropriate clothing and footwear is to be worn at all times within the Gymnasium. Jeans, work boots, thongs, sandals, slippers and open toed shoes are strictly prohibited.
- d) Persons found using the Gymnasium under the influence of alcohol or any other function impairing drugs will be required to leave immediately.
- e) For the safety of all users, please refrain from preventing or interfering with others' use of the equipment in the Gymnasium.
- f) Bags are to be stored in the lockers provided and must not be left in the Gymnasium.
- g) Smoking, food, hot drinks or drinks in glass containers/bottles are prohibited within the Gymnasium.
- h) NO guests or visitors are allowed into the Gymnasium at any time.
- i) Children under 16 years of age are not permitted in the Gymnasium at any time.

- j) Out of courtesy to other patrons, please remember to return weights and equipment to the correct position when you have finished each exercise.
- k) Misconduct with equipment, using obscene or profane language or exhibiting behaviour that may cause injury is strictly prohibited.
- l) Photography or videoing is NOT permitted in Gymnasium or locker rooms.

### 3. SWIMMING POOL USAGE

#### Conditions of entry

- a) All children under 16 years of age must be accompanied by an adult or attending a supervised activity.
- b) Children 5 years and under and non-swimmers must be within arm's reach of the supervising adult AT ALL TIMES.
- c) The swimming facility is NOT patrolled by any lifesavers.
- d) Toys or inflatables devices (excluding swimming aids) are strictly prohibited.
  
- e) No animals, drugs, alcohol, glass or porcelain is allowed on the premises.
- f) Smoking is not permitted in the pool area. Allocated smoking areas have been provided outside of the pool deck area.
- g) Foul, abusive or inappropriate language or behaviour is not permitted.
- h) Running, pushing, back flips, diving and bombing is not permitted.
- i) Persons who ignore the Conditions of Entry will be asked to leave the premises.
- j) There is no eating or drinking in and around the pool or water play areas.
- k) All babies and toddlers who are not toilet trained must wear approved nappies for the pool.
- l) Person/s suffering from any gastrointestinal disease, skin infection or other disease that is communicable in an aquatic environment are prohibited from using the pool unless a written statement by a medical practitioner to the effect that the person will not be a health hazard to other users of the water body is presented to the club prior.

Please be aware that when you are on the premises, both your property and person shall be at your own risk and you shall not hold the Club or its employees liable for any personal injury or loss of property, which may arise from any cause. Please behave respectfully and take responsibility for your actions.

Club Mandalay features a 25-metre heated swimming pool. Members and their accompanied guests will be able to access the pool by using their valid swipe card. Club Mandalay offers limited access scheduled classes and coaching, available at an additional charge.

The pool will be available to Residents and their accompanied guests only and all children under the age of 16 must be accompanied by an adult.

Pool usage will be closely monitored to ensure the operating hours match the preferred usage times of members.

### 4. DRESS STANDARDS – CLUBHOUSE, RESTAURANT AND POOL

- a) Members are required to wear footwear at all times whilst inside the clubhouse.
- b) All patrons within the Clubhouse must wear clothing that covers the top half of the torso.
- c) Swimwear is not permitted to be worn when drinking or dining inside the Clubhouse.
- d) Ensure that suitable swimwear is worn at all times.

If you do not wear the appropriate swimwear you will be asked to leave the water. Inappropriate swimwear includes but is not limited to:

- i. Denim
- ii. Underwear, street clothes
- iii. Street footwear, sport/gym clothes

In general Club Mandalay seeks to provide a family friendly and safe environment for all patrons and a suitable level of modesty in dress is demanded.

## 5. GYM & POOL OPERATING HOURS

The Club opening hours are posted within the Clubhouse and on the Club Mandalay website.

The club reserves the right, without prior notice of reason, to change the opening and closing times.

## 6. CHILDREN

Club Mandalay acknowledges its duty of care to safeguard the welfare of all children (defined as those under 18 years) involved in activities within the Club. All children have a right to protection and have their particular needs taken into account.

- a) Children under the age of 16 years of age are not permitted in the gymnasium, they can be in the swimming pool when accompanied by an adult or attending a supervised activity. Unless agreed by management in writing, children under the age of 16 are not permitted to use the gym or attend group fitness classes without the supervision of a parent or guardian.
- b) Parents/guardians are responsible for the behaviour of their children whilst on Club premises.
- c) Infants who wear nappies are required to wear swim nappies when using the swimming pool.

## 7. CLASSES

- a) Members must carry and use a towel at all times when using gym facilities to place on the equipment and to wipe down the equipment after use. A towel must also be carried and used for all group fitness classes.
- b) The Club has the right to refuse admission to Group Fitness Classes after the warm up period and we request that participants complete the entire class, including the cool-down.
- c) Members must return their weights to the racks provided and strip weight plates off machines when finished, where applicable.
- d) The dropping of weights in any area of the gym will not be tolerated.
- e) The Club reserves the right to change the group fitness timetable, classes and instructors as required.

## RESIDENT CONDUCT

### 1. HARASSMENT POLICY

The Club is committed to providing a harassment free environment for its Members, their guests and staff. The Club will not tolerate any form of harassment, sexual or otherwise, and will take all reasonable steps to prevent it.

The Club will not ignore any complaint. In any proven instance of harassment or victimisation, disciplinary action will be taken. This may include warnings, other actions, suspension or expulsion of Member access.

\*LEGAL IMPLICATIONS - it is the responsibility of all Members to comply with, and ensure, that their guests comply with all laws and regulations relating to harassment and victimisation.



## 2. WALKING TRAILS

Walking Trails have been designed to flow around the external perimeter of Golf Course to ensure safety for those who wish to walk around the Golf Course. Every effort has been made to ensure that the position of the Walking Trails do not impede the enjoyment of the golf. However, common sense must be adopted by both players and walkers.

Walkers must follow the directional and relevant signage to ensure they remain safe and out of the way of golfers on the golf course. This includes signage that indicates that an area is for 'golfers only' or 'enter at own risk'.

Golfers must not play a shot if there is any possibility that a walker may be struck by a golf ball. Golfers must wait for the area they are most likely to hit the ball to be clear. In the event that a golf ball is struck towards a person who is on the walking track, the golfer must yell "FORE" in accordance with normal custom to alert the walker.

The golf course is a recreational sporting amenity and as such can be inherently dangerous to walk on by those not participating in golf play.

## EMERGENCY PROCEDURES

### 1. MEDICAL EMERGENCY

If a medical emergency occurs on the golf course, the first person on the scene should:

Use their mobile phone to call 000 or find another person to locate a mobile phone to call 000 and notify the operator of the circumstances of the emergency. Those at the scene should do all that they can to respond to the instructions that are made by the 000 operator. At the relevant time you should advise the 000 operator that a member of staff will meet the ambulance at the front gate of the Clubhouse car park. You should then contact a staff member on **03 9037 3700** and provide them with the following information:

- Location (golf hole being played, or specific location in the facility)
- Details of the emergency
- Confirm that an ambulance has been called and that it will be met at the front gate

The staff member will then arrange for the Emergency Medical Kit including defibrillator to be taken to the scene of the incident as quickly as possible and arrange for another staff member to meet the ambulance and direct them to the scene. The staff member will try to locate any medical practitioner on the golf course and transport them to the incident. The staff member will monitor the incident and commence an incident log in accordance with Club procedures.

### 2. EMERGENCY FIRST AID KIT

The Club maintains an Emergency First Aid Kit which is securely stored in locations marked throughout the Clubhouse.

### 3. WEATHER PROCEDURES

The Club has policy guidelines for the suspension/cancellation of golf play on the Golf Course due to dangerous weather conditions. These guidelines can be viewed on the Club Mandalay website.