



CATALINA

CLUB

BY-LAW #10 OWNING AND DRIVING A GOLF CART

CATALINA COUNTRY CLUB LTD

Approved BOD 24.11
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Replaces: All Previous

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Persons Affected: All Golf Cart Drivers
on Club Land
Effective: 29.11.2024

Section A - Definitions

Definitions will be as listed in the Constitution, plus:

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

Section B - Ownership and Registration of a Private Cart

12. To be permitted to bring their cart onto the course, its legal Owner(s) must make written application to the General Manager for approval as the Owner(s). and arrange for inspection and approval of the cart by the Course Superintendent. Carts must not be brought onto the course without application and approval. Proof of ownership may be required.
13. No Member may be registered as either an Owner or a co-Owner of more than one cart.
14. An annual **Course Access Fee** will apply to carts that are approved. A course access sticker will be issued once fees are paid which must be displayed on the front of the vehicle.
15. In the case of a single Owner, there may be a single "second driver" associated with the cart. This will be a Member who is not an Owner, co-Owner or second driver of any other cart. A second driver is the nominee of the single Owner, and that nomination can be varied from time to time by written application to, and at the discretion of, the General Manager. A second driver has no enduring right to a shed place or to course access.
16. The approved Owner(s) of a cart may replace it, subject to approval by the General Manager
17. If a single Owner sells or otherwise disposes of their cart and does not replace it, or ceases to be a Golfing Member of the Club (and see para 18), approval of the cart, and any shed place allocated to it, will be cancelled, and any new owner of the cart must go through the application and approval process afresh. If one of the co-Owners similarly ceases to have an interest in a registered cart, or dies, the remaining Owner will become a single Owner, retaining any right of course access and place in a shed which applied to the co-Owners.
18. In the event of the death of a single Owner, and whilst all fees applicable have been paid, the Executor of the deceased may allow an existing second driver to take the cart onto the course either directly or from an existing shed place for as long as:
 - a) the cart is still in probate, or
 - b) until the end of the financial year, or
 - c) for three months,whichever is the sooner, at which time the cart will be deregistered as in para 17 above, and any related shed place will become invalid.
19. To maintain a consistent and professional appearance on the course, in keeping with the local environment and the natural setting and aesthetic, golf carts must remain free of any signage, advertisements, political, personal, or commercial messages. This includes company logo's, branding or overt sporting affiliations unrelated to the golf club.
20. Special exemption for mobility-restricted members
Members who have a medical condition that restricts mobility may be eligible for a special exemption to allow closer access to certain areas of the golf course that are typically restricted. To apply for this exemption, members must submit a written request to the General Manager, accompanied by appropriate medical documentation that supports the need for such accommodation. Upon approval, a cart mobility sticker will be issued to the member.
21. Pro-rata entry fees and refunds, are applicable for both the Private Carts - Shed and Private Carts on-Course.

Section C – Waiting lists for Cart Shed and Course

22. The total number of carts to be allowed access to the course will be **50 private carts** stored in the shed and **50 private carts** approved for use on the course, in addition to the **fleet carts**.

Consequently, there may be a waiting list for either course access or for shed places or for both. The waiting lists will be closed from time to time to allow the lists to reduce to single digit figures. Members will be advised by the General Manager of the closing and opening of the waiting lists.

Any such waiting list will be administered as follows:

- a) Any Member, may apply to be put on a waiting list, whether or not they possess a cart. The application will presume that an offer of a place will be taken up by the applicant.
 - b) Approval of a private cart for use on the course (course access) does not mean that a place in the shed has been offered. In contrast, the offer of a place in the shed will include course access, subject to inspection and approval of the cart.
23. Those at the top of the waiting list will be first to be offered a place which has become available. If they decline, the second placed Member(s) will be offered the place, and so on. If a Member accepts an offer of a place, it must be filled within two weeks.
24. If a Member declines an offer, they will be unable to reapply for the same list within 12 months of declining the offer.

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

25. Places in the shed(s) are granted to Members and not to the cart. If an Owner gains a place in a shed, he/she may not invite another Member, including an existing second driver, to be a co- Owner until such time as that Member has progressed to the top of any existing shed waiting list.
26. No Member will be granted a place in a shed unless they have risen to the top of any existing shed waiting list and been offered a place.
27. The shed will be accessible between the hours of sunrise and sunset only, and when leaving the shed it is the responsibility of the owner or second driver, to ensure the shed is locked.
28. A cart with a place in the shed will have access to a recharging facility, and an allocated space within which the cart must be parked.
29. Any loose items must be contained within the cart, not on or around the allocated cart space. Storage of dangerous goods or explosives in the shed, is strictly prohibited.
30. All issued access keys to the shed or course access entrance gate, must be returned to the Club at termination of shed or course access approval, **within 7 days**. Failure to return an access key(s) may result in the Club seeking costs for a replacement key(s).
31. Any cart that has a place in the shed is liable to have its allocation withdrawn by the General Manager if it lies unused for six months or more unless the Owner(s) are on approved Compassionate Leave of Absence. Voluntary Leave of Absence will not be a protection unless the Owner applies to the General Manager for special consideration.

Section E – Driving a Cart – General

32. Those who drive any cart must observe the Rules of the Course laid out in By-law 9, any rule in the fixture book that pertains, any instruction given by the Golf Shop or the grounds staff, and any local rule or instruction posted on the Course.
33. Any person operating a cart must always comply with conditions of the Club's Liquor Licence and House Liquor Policy.
34. Operating a cart while intoxicated is strictly not permitted.
35. **BYO alcohol** is strictly prohibited. Failure to comply will result in Disciplinary proceedings and possible suspension. All alcohol must be purchased from Catalina Club.

36. Any person who operates a cart on the golf course is deemed by so doing, to have the knowledge, training, and skill to safely operate this vehicle and be fully accountable for their actions and the consequences. The safe operation of golf carts on the course requires care and adherence to the minimum standards prescribed in this By-law.
37. Any person who operates a cart on the golf course must follow the written and/or verbal instructions, including signage on course as to where carts may or may not travel. Local rules to always be followed, and the following:
- Carts can only be used for a maximum of two persons and two sets of golf clubs
 - Carts must keep a minimum of 10 metres away from greens
 - Carts must stick to all cart paths where provided
 - Carts must stay outside of the designated areas during winter/wet months
 - Do not drive carts through water
 - Do not drive carts near or into bunkers

Section F – Driving a Private Cart

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

Section G - Fleet Carts

39. The administration of fleet carts is a matter for the General Manager.
40. The hirer of a fleet cart, and any other fellow player of the hirer who is nominated to also drive a fleet cart, must present a valid driver's licence or membership card or other valid form of personal identification. Fleet Carts are not permitted to be driven in the carparks of the Club.
41. Occasionally in major competitions the fleet of hire carts may not meet demand. In this circumstance, nothing in this by-law will prevent an Owner temporarily contributing their cart (provided it is at the time an approved cart) to the Club's fleet. Such a cart may be hired out by the Club under the same regulations as an ordinary fleet cart, and during this time the cart will not be regarded as a private cart. The Club will be responsible for all aspects of hire including legal, and for assessing the fitness of the cart for use. The Owner and the General Manager may agree to some compensation for the Owner.

Section H – Visitor's carts

42. If a Visitor wishes to bring their cart onto the course, prior notification must have been given to the Golf Shop; the cart is to be approved by a golf shop staff member on the day and a charge will be applicable in accordance with the fleet cart hire fee for members.

Section I – Mobility Scooters

43. A Member may use a Mobility Scooter if:
- a) At time of application, the Member provides the Club with a medical certificate (not older than 3 months) from a medical practitioner:
- confirming that the Member has a disability; and
 - the reasons why the Member's disability renders that Member unable to use the course without the assistance of a Mobility Scooter;

- b) provides the Club with a valid public liability certificate of currency of insurance from a licensed insurer;
- c) the Member's Mobility Scooter will at all times during its use on the course be in sufficient working order and be kept in a condition suitable for use on the course;
- d) the Member's Mobility Scooter is subjected to an annual safety inspection and approval by the Course Superintendent;
- e) the Member complies with all requirements applicable to carts under this By-Law, as if they referred to Mobility Scooters; and
- f) the Member complies with all rules implemented by the Club in respect of use of Mobility Scooters on the golf course, including such rules relating to safety such as maximum speeds.

Section J – Club Carpark

- 44. It is the responsibility of the cart owner to ensure it is conditionally registered with NSW Roads and Maritime Services (RMS) if it is being driven to the Club premises via roads or road related areas.
- 45. Conditional registration of a cart is not legally required for use in the Club's privately owned car park for the purpose of proceeding directly from a trailer parking bay located in the Club car park to the golf course.
- 46. The Club carpark is subject to NSW Police and Roads and Maritime Services.
- 47. Within the car park area drivers of all vehicles (including carts) may be tested for intoxication by NSW Police.
- 48. All persons operating vehicles in the car park must obey all signage and comply with a **'shared zone'** speed limit of 10km per/hour for all vehicles being used.
- 49. Designated trailer parking bays in the Southern car park are to be used to allow members or visitors to park more easily and reduce the distance that those carts have to travel within the car park to reach the golf course. See image in annexure D for Designated Trailer parking bays.

Annexure A – Cart Specifications

- 50. A private cart, new or used, requires inspection and approval by the Course Superintendent before being allowed onto the course.
- 51. Typically, a cart will be a vehicle available commercially as a purpose built four wheeled vehicle carrying seated passengers, whose specification is published and can be pre-approved in principle. Carts that are derived from other vehicles or which are of unique construction will be individually assessed on their merits.
- 52. For carts in general, the laden weight (vehicle + maximum passengers + golf equipment) divided by the number of centimetres of tyre width in contact with the ground may not exceed 5 kg per centimetre.
- 53. The Course Superintendent may approve any vehicle which conforms to the general description above, subject to inspection and to the submission of specifications which in their opinion are satisfactory and which meet the general provisions of paragraphs 51 and 52.
- 54. Approval of any cart will be suspended if in the opinion of the Course Superintendent it has not been adequately maintained.
- 55. Once approval is given for any cart, no alteration or modification of its basic specification will be allowed. Accessories that do not affect the performance of the cart will be allowable.

Annexure B – Insurance Considerations

- 56. This section is an outline and is not to be interpreted as legal advice.
- 57. This section is not directly concerned with equipment, buggies or carts that are hired out by the Club.

58. Insurance for loss of, or damage to a cart is the responsibility of the Owner. Unless otherwise determined by the Club, the Club will not bar a cart from the course solely because it is not so insured. Nevertheless, the Club recommends that all carts are comprehensively insured, particularly those which have a shed place.

59. Personal injury to a third party, or damage to a third party's belongings, caused by any player who holds a Golf Link number is at the time of writing covered by a policy held by Golf Australia on behalf of all golfers who belong to an affiliated Club, and who have a Golf Link number. It includes damage or injury caused by driving a cart. Such golfers are also indemnified for third party damage or injury when playing at some other affiliated Clubs.

Therefore, the person responsible for a cart on the course cannot assume that a driver who does not hold a Golf Australia GolfLink number is indemnified for third party injury or damage by any policy held by the Club or by Golf Australia.

Member personal injury to a third party, or damage to a third party's belongings, caused by any player who holds a Golf Link number is covered by a policy held by Golf Australia on behalf of all golfers who belong to an affiliated Club, and who have a Golf Link number. It includes damage or injury caused by driving a cart. This coverage also applies to members playing at other affiliated Golf Clubs.

It is important to note that members and visitors should not assume that all players hold a Golf Link number and are covered under Golf Australia's insurance policy.

60. The Owner MUST hold and maintain third party insurance in respect of any cart it owns that is occupying a place in the shed, to cover any event in the shed caused by the cart when it is not in the control of an Owner or second driver.

Annexure C - Exclusion of liability

61. To the maximum extent permitted by law, the Club excludes all liability for any death, personal injury or property damage arising from the usage of a cart or Mobility Scooter on the Club's course or car park.

Annexure D - Designated Trailer Parking Area

