

*YOUR
INVITATION
TO BECOME A
MEMBER*

TWINWATERS
GOLF CLUB





TWIN WATERS GOLF CLUB MEMBERSHIP

(Effective to 31/12/2009)

- ▶ 10% discount on food & beverage in Plus Four's.
- ▶ 10% discount on Pro Shop merchandise. (Excluding hardware).
- ▶ Complimentary green fees. (Bookings essential and subject to availability).
- ▶ Complimentary tennis. (Bookings essential and subject to court availability).
- ▶ Members discount on motorised golf carts and practice range balls.
- ▶ Reduced rate green fees for members' guests (up to three guests at a time).

Midweek Members receive all of the above entitlements Monday to Friday **only**, excluding public holidays.

MEMBERSHIP FEES

(Effective to 31/12/2009)

Individual Membership

Entrance Fee \$3,000.00

Annual Subscriptions \$2,500.00

Golf Union Affiliation

Golf Union Fee & District Association Fee \$35.04





MEMBERSHIP TERMS & CONDITIONS

1. APPLICATION FOR MEMBERSHIP

- 1.1 An applicant for membership (“the Applicant”) of the Twin Waters Golf Club agrees to pay the entrance fee for the category of membership applied for, provided that if the application is not accepted the fee will be forthwith repaid to the applicant.
- 1.2 In the event of acceptance the applicant agrees to pay the subscription specified by the Club for the category of membership, in advance.
- 1.3 The applicant understands that the membership cannot be transferred and that the entrance fee is non-refundable.
- 1.4 An application for membership may be refused by the Club without assigning or providing any reason therefore.

2. MEMBERSHIP CATEGORIES

An applicant may apply for any one of the following membership categories and if accepted into membership will have the following entitlements: -

- 2.1 Individual Membership (**\$2,500.00 per year**) entitles a member to use the clubhouse at Ocean Drive, Mudjimba, Sunshine Coast, Queensland (“the Clubhouse”), golf and tennis facilities located adjacent to the Clubhouse.
- 2.2 Individual Mid Week Membership (**\$1,700.00 per year**) is restricted to Monday to Friday (excluding public holidays) and entitles a member to use the clubhouse at Ocean Drive, Mudjimba, Sunshine Coast, Queensland (“the Clubhouse”), golf and tennis facilities located adjacent to the Clubhouse.
- 2.3 Overseas / Interstate Membership (**\$1100.00 per year**) (Must not reside in Queensland for any longer than 3 months per calendar year) entitles a member to use the clubhouse at Ocean Drive, Mudjimba, Sunshine Coast, Queensland (“the Clubhouse”), golf and tennis facilities located adjacent to the Clubhouse.
- 2.4 Limited Playing Membership (**\$750.00 per year**) entitles a member to 12 Green Fee vouchers per Member (for Member use only). Weekend Member Rate will apply when the 12 vouchers have been used. The vouchers will only be valid for the current applicable membership year. This membership entitles the member to use the clubhouse at Ocean Drive, Mudjimba, Sunshine Coast, Queensland (“the Clubhouse”), golf and tennis facilities located adjacent to the Clubhouse.
- 2.5 Holding Membership (**\$250.00 per year**) No member rights at all. Must pay full rate when playing. No discounts apply. To hold a handicap the member must pay the stipulated Golf Union Fee. No specific amount of time required to maintain this “holding” membership however to qualify for a further 12 month Leave of Absence the member must return to a paying membership category for one year prior.



- 2.6 Leave of Absence** No member rights at all. Must pay full rate when playing. Members are entitled to a minimum of 12 months leave of absence and a maximum of 12 months leave of absence at any one time. The leave can only be taken from the beginning to the end of a membership year. After one years leave of absence, members are required to either pay one years membership before another leave of absence can be taken or go onto a Holding Membership and then to qualify for a further 12 month Leave of Absence the member must return to a paying membership category for one year.
- 3. CONDITIONS OF MEMBERSHIP**
- 3.1** YAD Twin Waters Management Pty Ltd (“the Company”) as the proprietor of the Club will manage the Club and administer these terms and conditions and its powers and authorities include the following:
- 3.1.1 to determine the number of members;
 - 3.1.2 to determine the classes of membership;
 - 3.1.3 to determine the entitlement of each class of membership;
 - 3.1.4 to determine entrance fees and subscriptions;
 - 3.1.5 to determine conditions of acceptance of new members;
 - 3.1.6 to determine if capital improvements are necessary, and if so, undertake them;
 - 3.1.7 to determine variable charges and expenses;
 - 3.1.8 to determine the conduct of members and to create and implement these terms and conditions in that respect;
 - 3.1.9 to determine implications of non-payment of fees, charges and expenses by members and their guests;
 - 3.1.10 to decide upon the expulsion of members having regard to these terms and conditions; and
 - 3.1.11 to appoint a manager or consultants to assist the Company to manage or operate the Club.
- 3.2** Acceptance into membership and the payment of joining fees and annual subscriptions provide a member with a right to utilise the facilities of the club in accordance with these terms and conditions but does not confer upon any member or proprietary interest in the Company, the Club or the course.
- 4. FEES**
- 4.1** In the event a member fails to pay subscriptions by the due date the member will be liable to pay a late payment fee of 10% of monies owing and a notice may be sent to the member requesting payment of the account plus the late payment fee within 7 days and in the event the member fails to comply with such notice the members membership entitlement will be suspended.
- 4.2** In the event the member fails to pay an account within a further 10 days of suspension the member may be expelled.
- 5. LIMITATION OF LIABILITY**
- 5.1** All members and their guests use the Club and its facilities entirely at their own risk.
- 5.2** The Club does not accept responsibility for damage or injury absolutely resulting from the use of the facilities howsoever caused.



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- 5.3 The Club is not responsible for any lost or stolen items or damage to property or vehicles of members or their guests.
- 5.4 Damage caused willfully or negligently will be paid for by the member causing such damage.
- 5.5 Members are responsible for damage or injury caused by their children or guests.
- 5.6 This exclusion of liability includes the Company, its directors, servants and agents and any manager or consultant engaged by the Company.

6. AMENDMENT TO CONDITIONS OF MEMBERSHIP

- 6.1 The Company is authorised and empowered to make, amend and enforce these terms and conditions and any rules, policies and regulations in connection with the use of the facilities of the Club.
- 6.2 Each applicant and member agrees with the Company to be bound by these terms and conditions and any such rules, policies and regulations as made and amended from time to time.
- 6.3 Any amendment to these terms and conditions or to any such rules, policies and regulations will be displayed in the Clubhouse and shall take effect from the date specified in the notice so displayed or if no date specified, shall take effect immediately upon such notice being so displayed without the need for the Company or the Club to formerly advise each member by individual notice.
- 6.4 Unless and until the same are amended, members acknowledge that the rules contained in the Second Schedule constitute the rules for the purposes of these terms and conditions.

7. RESIGNATION OF MEMBERSHIP

A member may resign at any time by giving written notice to the Club provided that the member will remain liable for payment of all subscriptions, charges and expenses calculated to the date of service of such notice. Upon such resignation, the member will not be entitled to a refund of the whole or any part of any entrance fee, subscriptions or other charges. If the member wishes to rejoin the Club, a "Rejoining Fee" will be applicable @ \$400 per year of absence or by the payment of the "Joining Fee" at the time of rejoining, whichever is the lesser amount along with the payment of the relevant category's 12 months subscriptions. Rejoining members will not be subject to time on the waiting list, but will be subject to normal joining approval.

8. DISCIPLINARY ACTION

- 8.1 Subject to these terms and conditions, the Company may take any or all of the following disciplinary action:
 - (a) expel a member from the Club,
 - (b) suspend a member from membership of the Club for a specified period;
 - (c) fine a member an amount not exceeding \$500.00

if in the Company's opinion (in its absolute discretion) the member has:

- (d) refused or failed to comply with these terms and conditions or the rules, policies and regulations made hereunder;
- (e) engaged in conduct unbecoming a member;
- (f) engaged in conduct which is prejudicial to the interest of the Club or to the interests of the other members of the Club; or
- (g) engaged in sexual harassment of another person working or participating in a Club related activity.



- 8.2 Prior to taking disciplinary action under clause 8-1, the Company must:
- (a) Give notice to the member against whom disciplinary action is being considered:
 - (i) stating that the Company proposes to hold a disciplinary meeting with the member 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 Company may decide to take disciplinary action against the member in the member's absence; and
 - (b) Hold a disciplinary meeting at which, if the member attends, the Company:
 - (i) must give the member an opportunity to be heard;
 - (ii) must give due consideration to any written statement submitted by the member;
 - (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.
- 8.3 The Company must make a decision on what disciplinary action is to be taken against the member (if any) within 14 days after the conclusion of the disciplinary meeting.
- 8.4 The decision of the Company is final and binding and is not subject to any appeal. An expelled member is only entitled to re-apply for membership with the prior written consent of the Company.
- 8.5 Where a member is expelled, suspended or fined by the Company, the member is not entitled to any compensation or damages or property of the Club and is not entitled to a refund of the whole or any part of any entrance fees, subscriptions or other money.
- 8.6 Unless otherwise determined by the Company, the Club Manager from time to time is, in addition to the powers of the Company, authorised to exercise the discretions and powers of the Company under, and otherwise enforce, this Clause 8.
9. **REGISTER OF MEMBERS**
- The Company will ensure that the Club establishes and maintains a register of members specifying the name and address of each person who is a member of the Club together with the date on which the person became a member and the category of membership. The register of members (or a copy of it) will be kept at the Clubhouse and will upon request be available for inspection free of charge, by any member at any reasonable hour.



10. SERVICE OF NOTICES

For the purposes of these terms and conditions and any rules made hereunder, a notice may be served by or on behalf of the Company or the Club upon any member, either personally or by sending it by post, to the member at the members address shown in the register of members. Thereafter, unless the contrary is proved, such a notice will be deemed for the purposes of these terms and conditions any rules made hereunder to have been served on the person at the time at which the notice would have been delivered in the ordinary course of post, if sent by post. Service upon the Club or the Company will be effected by posting the notice to the registered office of the Company from time to time.

11. MIDWEEK MEMBERSHIP RULES

Midweek Members are eligible to all full membership entitlements with the exception of 11.2, 11.3, 11.4, 11.5, 11.6.

11.1 Midweek memberships are only permitted to play Monday to Friday (excluding public holidays) subject to availability.

11.2 If a midweek member wishes to play on weekends or public holidays he/she will be required to pay our nominated public rates as published at the time.

11.3 Midweek members WILL NOT BE ENTITLED TO USE THE WEEKEND MEMBERS TIMESHEET to book golf. They will have to book to play on the normal public time sheet and play in the visitor's times.

11.4 Midweek members are not entitled to play in any competitions on weekends and public holidays.

11.5 Midweek members are not entitled to bring guests on weekends and public holidays at members guests rate.

11.6 Midweek members are not eligible to enter any Honour Board events.

12. LIMITED PLAYING MEMBERSHIP RULES

Limited Playing Members are eligible to all full membership entitlements with the exception of 12.1, 12.2, 12.3, 12.4.

12.1 Limited Playing members will receive 12 only green fee vouchers per year (vouchers are not transferable).

12.2 Limited Playing members must pay the Midweek Members' weekend green fee when vouchers are used.

12.3 Limited Playing members WILL NOT BE ENTITLED TO USE THE MEMBERS TIMESHEET to book golf when the vouchers have been used. They will have to book to play on the normal public time sheet and play in the visitor's times.

12.4 Limited Playing members are not eligible to enter any Honour Board events.



13 INTERSTATE / OVERSEAS MEMBERSHIP RULES

Interstate / Overseas Members are eligible to all full membership entitlements with the exception of 13.1, 13.2, 13.3.

- 13.1 Membership is restricted to playing rights for no longer than 3 months per year. A member may choose to nominate the three months expected to play (these do not have to be consecutive but at least at one month per term) or can elect to take 24 vouchers per year (vouchers are not transferable).
- 13.2 Outside of the nominated 3 months or when the vouchers have been used the member must pay the Midweek Members' weekend green fee rate for all other play.
- 13.3 Interstate / Overseas members WILL NOT BE ENTITLED TO USE THE MEMBERS TIMESHEET to book golf when the vouchers have been used. They will have to book to play on the normal public time sheet and play in the visitor's times.

14 SICK LEAVE

Members are entitled to a minimum of 12 weeks sick leave on the provision of a medical certificate, supplied at the onset of illness. A maximum of 6 months can be taken on one medical certificate. After 6 months if further leave is required another medical certificate must be supplied. Sick leave can only be taken in a minimum of 3 months at a time. If sick leave is taken part way through a membership year a credit will carry over to the following year. No refunds will be given. If sick leave is taken at the beginning of a membership year, the annual subscription for the remainder of the year is required to be paid at the due date at the beginning of the membership year.



SECOND SCHEDULE

HOUSE RULES

1. PURPOSE

The house rules of Twin Waters Golf Club are designed to protect the rights and privileges of members of the Club, their families and guests and to protect the Club property. The rules have been formulated to acquaint the members of the Club with the services available to them and the proper utilisation of the facilities of the Club.

2. MANAGEMENT AUTHORITY

The Manager of the Club, or his designees, shall have full and complete charge of the Clubhouse and grounds at all times.

3. HOURS

The hours of operation of the various Clubrooms shall be determined by the Club Manager and may be adjusted as members' usage dictates. The administrative office shall be open daily from 9:00am to 5:00pm Monday to Friday.

4. DRESS

Dress in the Club is formal. As a matter of custom and good taste, gentlemen do not remove shirts on the golf course or tennis courts.

5. GUESTS

Members may entertain guests at the Club. Members are responsible for the conduct and dress of their guests. A member is restricted to introducing no more than three guests at any one time, to use the sporting facilities, unless permission has been obtained beforehand from Management. There is no restriction on the number of guests for Clubhouse usage. The Club Manager or his designee, may at any time deny guests privilege to any individual when in his opinion, it is in the best interests of the Club to do so.

6. MEMBERSHIP CARDS

Each member shall be issued a membership card. There will be a nominal fee for the printing of additional membership cards. Members shall not lend or give their cards for any reason. Violation may result in expulsion from the Club. Loss of the card should be reported immediately to the Manager at which time a new card will be issued.

7. TIPPING

All gratuities are uniformly distributed to food and beverage personnel. For food and beverage service, members may elect a level of gratuity commensurate with the service they have received.

8. FOOD AND BEVERAGE ON PREMISES

No food or beverage may be consumed on Club premises unless purchased from the club.

9. PROPERTY DAMAGE OR REMOVAL

Members shall be liable to the Club for the value of all Club property which shall be damaged or removed by the member or his/ her guests.



10. **COMPLAINTS**

Slow, unsatisfactory or improper service should be reported immediately to the manager or his designate so that he may assess responsibility and correct the problem. Other serious complaints should be made in writing. Members of the Club 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 Manager.

11. **PARKING**

Members must park their vehicles in accordance with indicated parking regulations. Parking is prohibited in the driveways or on Club grounds.

12. **ANIMALS**

Members are reminded that no animals are permitted on the Club property including the golf course, at all times.

13. **VIOLATIONS**

Officers, members and employees of the Club are requested to report any violations of the House Rules. Members violating the House Rules shall be subject to such action as deemed necessary by the Manager.



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GOLF COURSE RULES

1. REGISTRATION

All players and their guests must register in the Pro Shop to play.

2. STARTING

Play is to start from the number 1 tee unless other starting methods are being used by the Pro Shop Staff.

3. GUESTS

Guests of members may play the course when accompanied by the member who shall register with the Pro Shop and pay the applicable guest fee. A member's guest may use the Club's sporting facilities 7 times a year, after which full public fees are applicable.

4. TEE TIMES

Starting times will be assigned at the Pro Shop by phoning no more than 48 hours in advance. Tee times are at 7 and 8 minute intervals. Duplications in starting times are not permitted.

5. PLAYING NUMBERS

No more than 4 players per group are permitted unless authorised by the Golf Professional Management.

6. PRACTICE

When practising, members are to use the aquatic driving range, practice bunkers and putting greens only. Under no circumstances are the tees, greens, bunkers or fairways on the golf course to be used for practice.

7. GOLF CARTS

Golf carts are available for member's use. Carts may be operated by adults only. Carts are limited to 2 bags and 2 persons. Avoid areas newly planted or under repair and approach no closer than 10 metres from any tee, green, bunker or its shoulder. By signing the membership application form and being accepted as a member of Twin Waters Golf Club, members agree to pay for any damage to motorised carts caused by them or their guests.

8. DRESS

Standard golf attire is required on the golf course at all times: no short shorts, tank tops, jeans or tennis shorts. Each player must have a full set of golf clubs and must wear appropriate footwear.

9. CHILDREN

No children are permitted on the golf course at any time unless playing the course after registration in the Pro Shop.



10. 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. After finishing a hole, place the flag in the hole and leave the green area immediately.

Proceed to the next tee if using a golf cart and do not remain parked along the side of the green; mark your scores at the next tee.

11. PERSONAL PROPERTY

Members are reminded not to leave golf bags or personal belongings unattended on Club property. The Club is not responsible for lost or stolen property.

12. SPECIAL PENALTIES FOR DAMAGE TO COURSE

Golf is a game where courtesy and good etiquette should always be observed. Because a few individuals do not always practise good etiquette, to the detriment of all, the following rules are provided to encourage those few to be more courteous and thoughtful members.

The following instructions will be brought to the attention of and reviewed by the Golf Club Management:

- (i) throwing any type of litter anywhere on the course at any time. All paper, bottles, cans etc should be placed in your golf bag or cart until you reach a litter receptacle.
- (ii) display of temper or other discourteous conduct resulting in damage to the golf course;
- (iii) failure to repair your ball mark on green or replace divot on fairway;
- (iv) failure to rake the sand before leaving a bunker.
- (v) operating a golf cart on the shoulder or within 10 metres of any green, tee or bunker.
- (vi) playing a ball from any putting green with a club that will damage the green. If your ball lies on the green or it approaches a hole other than the hole being played, the ball should be lifted and dropped to one side without penalty.
- (vii) permitting your golf bag to be placed on any putting green.
- (viii) personal use of driving range balls on the golf course.

- (ix) failure to register guests.
- (x) parking in a prohibited area or taking more than one parking space;
- (xi) deliberate abuse of any item of Club Property



13. JUNIOR PLAY

Junior members, or sons and/or daughters under 21 years of age who are dependents of a member, may play at times as designated by the Pro Shop.

- (i) Children under the age of 12 are not permitted on the course at any time unless under adult supervision, or with specific permission from the Club Manager.
- (ii) Juniors being able to assure the Golf Professional or Management that they have adequate knowledge of golf, golf etiquette and golf course care may be assigned starting times in accordance with all other rules and regulations.
- (iii) Parents of juniors are charged with the responsibility of acquainting their children with the rules and etiquette of golf before permitting their children to play.

14. GOLF CART COURSE RULES

- (i) Safety rules and signs must be adhered to at all times.
- (ii) No more than two (2) golf bags may occupy or be carried in or on a single golf cart at any one time.
- (iii) Golf carts must be operated on cart paths when provided and in no event shall carts be driven to nearer to than ten (10) metres of any green or ten (10) metres of any tee except on an established cart path located within those prescribed distances.
- (iv) Golf carts are not permitted to be driven in or through any sand traps, bunkers or other hazards and shall be kept at least ten (10) metres from the lip or edge of any sand traps bunkers or hazards.
- (v) Soft areas, depressions and drainage retention areas must be avoided, especially after heavy rains. After heavy rains, during extended wet periods and otherwise when specified by the Golf Professional or Golf Course Superintendent, golf carts shall be restricted to the cart paths.
- (vi) All directional signs, stakes, ropes and other markers used to guide and direct golf cart traffic must be observed. Similarly, signs prohibiting or restricting the use of golf carts in particular areas are to be obeyed without exception.
- (vii) Carts must always be parked on the side or rear and never in front of any green. Considerable playing time will be saved and possible injury avoided with the observation of this rule and
- (viii) Golf carts must be used and operated at all times in such manner as not to damage the golf course or other Club property.
- (ix) All damaged caused by members or their guests must be paid for.



DRIVING RANGE RULES

1. All players wishing to use the practice range must first register at the pro shop
2. Only range balls available from the pro shop are to be used for practice.
3. Players are not to walk forward of the tee markers at any time for any reasons.
4. Players must tee off between the designated markers.
5. Players must not hit when pro shop staff are collecting balls.
6. Range hours of operation are 6:30am to 6:00pm Winter
 6:00am to 6:30pm Summer

TENNIS RULES

The following rules and etiquette should be observed by members and their guests at all times for the maximum enjoyment of everyone.

1. All players including public, members and their guests must register at the Pro Shop before play.
2. All players must leave the court promptly when their reserved time expires. If they desire to continue playing, they should report to the Pro Shop to see if courts are available.
3. Players should be dressed in appropriate tennis attire and footwear. As a matter of good taste gentlemen do not remove their shirts on the tennis courts.
4. Courtesy and consideration should be observed at all times. Players and spectators should not walk across or behind a court while a point is being played.
5. Parents are not to leave their children unattended whilst on the courts. Only playing participants should be on the courts.
6. In order to maintain the best playing surfaces, players are not to bring food or drink on the courts or to smoke on the courts.
7. Please place litter in the receptacles located near the courts.
8. Courts will be closed when necessary for maintenance operations. When nets are down players are not to tighten up the net and play. Permission should be obtained from the Pro Shop.
9. Court times - 7.00am to Dusk.
10. Most importantly, enjoy your game!



RESERVATION SCHEDULE

- A. For reserved times all players should call the Pro Shop before they wish to play. Please advise the Pro Shop if equipment is required.
- B. Failure to show within 10 minutes of the reserved time will result in forfeiture of the court reservation.
- C. Reservation shall be for a maximum of 2 hours.

CONDUCT RULE

SEXUAL HARASSMENT POLICY

1. TWIN WATERS GOLF AND TENNIS CLUB 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 sexual harassment and will take all reasonable steps to prevent it.

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

The Club will make this stance known to all members, including new members.

2. LEGAL IMPLICATIONS

It is the responsibility of all members to comply with legislation relating to sexual harassment and victimisation.

Sexual harassment is unlawful under Commonwealth and State legislation, and in any event is unacceptable wherever members and staff are working or participating in Club related activities.

The legislation also protects members and staff of the Club from the behaviour of others outside the Club (such as members' guests) with whom they come into contact.

3. WHAT IS TWIN WATERS GOLF CLUB DOING TO PREVENT SEXUAL HARASSMENT?

The Club is taking all reasonable steps to prevent sexual harassment occurring in the Club.

The Club is ensuring that all members and staff clearly understand what sexual harassment is by introducing an ongoing education programme.

The Club has set up procedures to ensure that sexual harassment matters are resolved.

The Club has nominated a number of Contact Officers. The designated Contact Officers will assist and advise on options for resolving a sexual harassment situation, either informally or through more formal channels.

The following will assist members to understand what sexual harassment is and how to take action when they believe harassment has occurred.



4. WHAT IS SEXUAL HARASSMENT

- (a) Sexual harassment includes a wide range of behaviour of a sexual nature that is unwelcome and uninvited, and which humiliates, offends or intimidates colleagues in the workplace.
- (b) Sexual harassment may be either deliberate or unintentional. What one person sees as reasonable behaviour can be seen differently by the person being harassed or by others in the Club.
- (c) Sexual harassment is usually an ongoing series of events. However, according to law, a single act can constitute harassment.
- (d) Sexual harassment is often about one person (or a group of people) using power inappropriately over another person or group of people. This imbalance can sometimes make it difficult for the person (or people) being sexually harassed to say no, or even to indicate that the behaviour is not wanted.
- (e) Even if the person being sexually harassed doesn't say no, it still may be sexual harassment. Some people find it difficult to let their feelings be known or ask someone to stop. Similarly, some may think it silly to ask permission before behaving in what may be considered an acceptable manner.
- (f) Anyone can be sexually harassed. However, it is usually people who are traditionally perceived as having less power who become targets of sexual harassment.

5. WHAT BEHAVIOUR COULD BE CONSIDERED TO BE SEXUAL HARASSMENT?

Sexual harassment is behaviour or comments of a sexual nature that causes another person distress. It can be written, verbal, physical, or implied.

It is important to recognise that behaviour or comments, which may not offend one person, may be unwelcome or offensive to another.

The following behaviour could amount to a type of sexual harassment:

- (a) offensive sexual comments, abuse or innuendo about how someone talks, dresses or acts;
- (b) jokes or gestures of a sexual nature;
- (c) material or offensive pictures that are displayed publicly, circulated, put on someone's work space or belongings, or on a computer or fax machine;
- (d) unnecessary familiarity and conduct of a sexual nature such as deliberately brushing against a person;
- (e) staring or leering in a sexual manner;
- (f) persistent unwelcome sexual invitations;
- (g) telephone calls or e-mail of a sexual nature;
- (h) persistent demeaning comments of a sexual nature about physical appearance or private life;
- (i) unwelcome requests or demands for sexual favours;
- (j) actual molestation; or
- (k) sexual assault (a criminal offence).

If in doubt as to how your behaviour will be perceived, don't do it!



6. WHAT IS NOT SEXUAL HARASSMENT?

A relationship or behaviour such as flirting which is freely accepted by all persons involved isn't sexual harassment, provided such behaviour does not offend other people.

7. WHAT CAN YOU DO IF YOU ARE BEING SEXUALLY HARASSED?

- (a) Do not ignore sexual harassment thinking it will go away. The person causing harassment could take ignoring the behaviour as tacit approval.
- (b) Where you are comfortable in doing so, ask the person to stop, or make it clear that the behaviour is offensive or unwelcome. It is anticipated that the majority of issues will be resolved this way.
- (c) If uncomfortable dealing with the behaviour, speak to a Contact Officer as soon as possible after the incident or incidents have occurred.
- (d) While there may be the need to tell a trusted friend about being sexually harassed, be careful. Accusations of sexual harassment can harm the reputation of those involved and could, ultimately, lead to an action of defamation.
- (e) Any complaint of sexual harassment will be treated on a confidential basis and the Club expects the same confidentiality to be extended to the party against whom the complaint is being made, in order to preserve the dignity of all those involved.

8. HOW TO MAKE A COMPLAINT

If a member or staff member believes they have been sexually harassed, they may make a complaint by speaking to any Contact Officer. Once a sexual harassment complaint has been made, the Club will act to ensure either the sexual harassment ceases, or if evidence indicates that it did not occur, that the reputation of the party who has been accused is protected.

After informing the complainant, the contact Officer will make a full and impartial investigation of the matter, and will take the appropriate action to ensure any

sexual harassment found to exist does not continue. This may include recommendations for disciplinary action against the offending party.

Whatever the action the club decides to take, grievances relating to sexual harassment will be dealt with sympathetically, impartially, in a timely manner, with discretion and free from repercussions or retaliation. The Club will also take whatever action is necessary to ensure that members or staff who make complaints about sexual harassment are not victimised or disadvantaged because of their complaint.

If a person sexually harass you, the appropriate action is to tell them to stop. If they do not stop, speak to someone at the Club such as a Contact Officer or manager.



APPLICATION FOR MEMBERSHIP

FULL NAME

DATE OF BIRTH

PREFERRED NAME

OCCUPATION

HOME ADDRESS

EMPLOYER/BUSINESS

ADDRESS

POSTCODE

TELEPHONE

POSTCODE

MOBILE

TELEPHONE

FAX

FAX

EMAIL

EMAIL

I hereby apply for membership of the Twin Waters Golf Club in the following category: (please tick one)

- Individual membership
- Mid week membership
- Interstate/Overseas membership
- Limited Playing membership



APPLICATION FOR MEMBERSHIP *cont....*

Clubs, societies or trade associations of which you are a member

Exact handicap

Golf Link Number

Home club

Last known handicap

How many years ago

Names of Twin Waters Golf Club Members known to me

FIXTURES BOOK AUTHORISATION

Due to the Privacy Act, in order for your name and telephone number to appear in our fixtures book, you must give the Golf Club your authorisation.

This authorisation will remain in effect until such time as you revoke it, or you are no longer a member of the Club.

Please tick either "YES" or "NO" if you want your name and number to appear in the book. If you tick "YES" please complete below the current details that you would like to appear in the fixtures book and please sign your name and date the form.

YES NO

PLEASE PRINT CLEARLY

Preferred Name

Preferred Telephone Number

In making this application and in the event of my admission as a member, I agree to be bound by the attached terms and conditions of membership and the rules of the club for the time being in force.

Signature of applicant

Date
