

# RULES & REGULATIONS





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## SECTION 1: Definitions and Interpretation

### 1. Definitions

Words used in the Membership Agreement have the following meanings, unless the context requires otherwise:

**Adult** means a person over twenty-one (21) years of age.

**Annual Fee** means the fee for Membership payable annually in advance to the Operator as set out in the Fee Schedule from time to time.

**Authorised Individual** means any person authorised by a Member to charge amounts to that Member's Charge Account.

**Available Limit** means the Credit Limit less the sum of the amounts of all purchases, fees and other charges charged to the Charge Account and unpaid at the relevant time.

**Charge** means any amount charged to the Charge Account for a Member.

**Charge Account** means the mechanism by which some Members may delay payment of certain purchases of Goods and Services from the Facility, as described in the Charge Account Rules.

**Charge Account Number** means the unique identifying number given by the Operator to a Member's Charge Account.

**Charge Account Rules** mean the rules in Section 6 of these Rules and Regulations, as amended from time to time.

**Child** means a biological, step or adopted child of an Adult Member who is either:

- (a) a **Junior** 16-21 years of age; or
- (b) a **Child** under 16 years of age.

**Club** means, as applicable, the Owner, the Operator or both.

**Conduct Code** means the code of conduct made and amended by the Operator from time to time regulating the standards of behaviour of Members and their guests while using the Golf Course and Resort Facilities or any other part of the Facility.

**Corporate Membership** means a Membership entitling a minimum of two Adults, and upon the payment of the additional annual fees, up to two (2) Wildcards to exercise the privileges of that Membership.

**Credit Limit** means the amount notified by the Operator to a Member from time to time as the maximum aggregate amount of Charges which may be charged to the Member's Charge Account and remain unpaid at any one time.

**Designated Individual** means an Adult designated by a Corporate Member to enjoy the benefits of the Corporate Membership.

**Facility** means the land, buildings, Golf Course, Resort Facilities and other amenities from time to time designated by the Club to be available for use by Members and their guests.

**Family Membership** means a Membership entitling one Adult, and upon the payment of the additional annual fees, his or her Spouse and up to two (2) Children of the Adult or his or her Spouse to exercise the privileges of that Membership.



**Fee Schedule** means the schedule of Initiation Fees, Annual Fees and other fees issued by the Operator from time to time.

**Golf Course** means the 18 hole golf course located at the Facility and any golf related facilities that may be so designated by the Club from time to time.

**Golf Course Rules** mean the rules relating to the use of the Golf Course contained in Section 5 and any other document circulated to Members from time to time.

**Golf Member** means a Member who holds a Golf Membership.

**Golf Membership** means the category of Membership permitting the Member to exercise the rights described in the Rules of Golf Membership in Section 4.

**Goods and Services** mean the goods and services available for purchase at the Golf Course or Resort Facilities.

**Individual Membership** means a Membership entitling one Adult to exercise the privileges of the Membership.

**Initiation Fee** means the one-time fee charged by the Club upon acceptance and payable by a prospective Member as a condition to being granted a Membership.

**Leisure Facilities** mean the planned recreational facilities to be located at the Facility but does not include the Golf Course.

**Listed Membership Price** means at any time for a particular class of Membership, the amount of the Initiation Fee from time to time established by Club for such class of Membership which is determined by regional market conditions and availability of Memberships for sale.

**Member** means a person entitled to exercise the rights and benefits of a current and valid Membership. In the case of an Individual Membership, the Member is the Adult who holds the Membership. In the case of a Family Membership, the Members are the primary Adult applicant and, if applicable, his or her Spouse and Children. In the case of a Corporate Membership, the Members are the Adults identified as Members.

**Membership** means the contractual relationship with the Club entitling the qualified Member or Members to use and enjoy the Facility subject and according to the provisions of the Membership Agreement and the type of membership granted, which has not expired or been terminated according to the terms and provisions of the Membership Agreement.

**Membership Agreement** means, collectively an accepted Membership Application and any schedules attached to it, including the pricing information and these Rules and Regulations and any document expressly referred to in any of the foregoing.

**Membership Card** means the card issued to a Member by the Club to facilitate access around the Facility and its Resort Facilities.

**Minimum Spend** means an amount that can be required by the Operator as a minimum amount that must be spent by a Member for food, beverages or retail at the Resort Facilities annually or within another recurring period of time or, if not spent, will be Charged to the Member's Charge Account regardless of whether the Member obtains food and beverages therefor, as further described in Clause 18 of Section 3.

**Operator** means Troon Golf LLC, its successors or assignees to the management and operation of the Golf Course and Resort Facilities, and includes any of the Operator's authorised employees or representatives.

**Owner** means the owner of the Facilities from time to time and includes any of the Owner's authorised employees or representatives (except for the Operator).



**Permanent Clubhouse** means the clubhouse planned to be constructed to house the Resort Facilities and scheduled for completion in the Summer of 2009.

**Resignation Notice** means a written request by a Member to the Operator to resign the Member's Membership pursuant to Clause 11 of Section 2.

**Resort Facilities** mean the Leisure Facilities and all food and beverage and other facilities located at the Facility but does not include the Golf Course.

**Resort Facilities Rules** means the rules made and amended by the Operator from time to time for the efficient operation and control of the Resort Facilities.

**Spouse** of an Adult means another Adult who is married to that first mentioned Adult.

**Waitlist** means a list of persons that have registered their interest to acquire a Membership once a Membership becomes available. This list is managed by the Club.

**Wildcard** is a "Member for the day" program utilized only within Corporate Memberships. Wildcards have all privileges of Membership for the day, except participation in Member events.

## 2. Interpretation

In the Membership Agreement, unless a contrary intention appears:

- (a) a reference to the Membership Agreement or another instrument includes any variation or replacement of either of them;
- (b) the singular includes the plural and vice versa;
- (c) the words "person" includes a natural person, a firm, a body corporate, an unincorporated association, an authority or any other entity;
- (d) reference to a person (except in the case of a Member) includes a reference to the person's executors, administrators, permitted successors, permitted substitutes and permitted assigns;
- (e) the words "including" or "includes" are deemed to be followed by the words "but not limited to", or "but is not limited to", as the context requires; and
- (f) headings are inserted for convenience only and do not affect the interpretation of the Membership Agreement.

## SECTION 2: Introduction

### 3. Introduction

- 3.1 These Rules and Regulations contain essential information for any person who is considering becoming a Member of the Facility. They describe the different types of Memberships available and contain rules which apply to all Members.
- 3.2 These Rules and Regulations form a part of the Membership Agreement between each Member and the Club. By submitting an application for Membership, a prospective Member agrees to:



- (a) be bound by the Membership Agreement and these Rules and Regulations; and
- (b) ensure that any guests of the prospective Member behave appropriately and comply with these Rules and Regulations.

#### **4. Your Agreement**

- 4.1 The Membership Agreement is between the Member and the Owner.
- 4.2 These Rules and Regulations and the other documents specifically referred to in the Membership Agreement contain the terms of the agreement between you and the Club with respect to your Membership in the Facility.

#### **5. Role of Operator**

- 5.1 The Operator has been appointed and engaged by the Owner to manage and operate the Golf Course and Resort Facilities.
- 5.2 All rights, powers, authorities, duties and decisions of the Operator under or stated in the Membership Agreement are derived from the Owner and the Operator acts on behalf of the Owner for all purposes of the Membership Agreement.
- 5.3 Any act, authority or decision the Operator can do, exercise or make under these Rules and Regulations can be equally done by the Owner. Any act, authority or decision of the Owner taken or made under the Membership Agreement can be equally taken or made by the Operator as representative for the Owner unless and until the Operator is discharged by the Owner, which the Owner may do at any time and from time to time in its sole discretion.

#### **6. Rights of Members**

- 6.1 As a Member, you do not acquire shares or an interest in or rights to any revenue of any organization, including the Facility, Owner and the Operator. You only have an annual contractual relationship with the Club.
- 6.2 You have no tenancy or other interest in the land on which the Golf Course and Resort Facilities are situated or in the Facility. Except as expressly stated in the Membership Agreement, no Member acquires any right or obligation with respect to the Resort Facilities, the Golf Course, the Facility or any property, assets or liabilities of the Owner or Operator because of their Membership.
- 6.3 Your rights, benefits and obligations of Membership may be varied from time to time in the absolute discretion of the Operator. You have no rights with respect to the use of the Golf Course or Resort Facilities except as expressly provided in the Membership Agreement (as it may be amended from time to time).
- 6.4 A Member's right to play the Golf Course or to use the Resort Facilities is subject to availability as determined by the Club.
- 6.5 The Operator has the express right to permit play of the Golf Course or to use the Resort Facilities by persons who are not Members on such terms and conditions as it may from time to time determine. None of the fees, if any, paid by any non-Member to play golf on the Golf Course or to use the Resort Facilities shall accrue to or be of benefit to any Member, group of Members or all Members.

#### **7. Types of Memberships**

- 7.1 Currently, only Golf Memberships are available. However, the Club reserves the right to establish future types of memberships as provided in these Rules and Regulations that may include other facilities and amenities.



- 7.2 The rights and privileges which currently apply to Golf Memberships are set out in Section 4. The Club may change the categories of Membership at any time. This may involve creating new categories of Memberships, discontinuing existing categories of Memberships, or varying the rights which attach to any category of Membership.
- 7.3 The Club reserves the right to create and sell or issue other types of Memberships at any time in the Club's sole discretion.
- 7.4 The Club, in its sole discretion, may elect from time to time to limit the total number of Memberships available, or the number of Memberships to be issued in each group or category of Membership.

## **8. Changes to Membership Agreement**

- 8.1 The Club may change, remove or add to any part of these Rules and Regulations (other than the Charge Account Rules) at any time, at its sole discretion, by giving notice of the proposed change to all Members whose rights may be affected by the change. For these purposes it will be sufficient if the Club gives notice to the affected Members in the manner described in Clause 9.4 of this Section 2.
- 8.2 The amount of notice which the Club must give in order to amend, remove or add to any part of these Rules and Regulations is seven (7) days.
- 8.3 The amended Rules and Regulations will bind Members starting from the end of the period of notice.
- 8.4 The procedure for amending, removing or adding to any part of the Charge Account Rules is set out in Section 6.

## **9. Notices**

- 9.1 A notice, approval, consent or other communication in connection with the Membership Agreement:
- (a) must be in English, in writing; and
  - (b) subject to Clause 9.4 of this Section 2, must be left at the address of the addressee, or sent by prepaid ordinary post (airmail if posted to or from a place outside the United Arab Emirates) to the address of the addressee or sent by facsimile to the facsimile number of the addressee or sent by electronic mail to the electronic mailing address of the addressee.
- 9.2 Unless a later time is specified in it, a notice takes effect from the time it is received.
- 9.3 A letter or facsimile or electronic mail is considered to be received:
- (a) in the case of a posted letter, on the third day after posting (unless posted to or from a place outside the United Arab Emirates, in which case it is taken to be received on the seventh day after posting);
  - (b) in the case of facsimile, at the time and on the date indicated in a transmission report produced by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient notified for the purpose of this Clause; and
  - (c) in the case of electronic mail, at the time and on the date indicated by the report produced by the mail server of the mailing address of the addressee.



- 9.4 A notice addressed to all Members or to a particular group of Members will be deemed to have been received by those Members if it is posted on the general noticeboard in the Resort Facilities.
- 9.5 Members must notify the Operator as soon as practicable about changes to their address for the purposes of notice under the Membership Agreement. Until the Operator receives notice of the address change, the Operator may send all notices to the last address of the Member which was notified to it by the Member.

## **10. Miscellaneous**

- 10.1 A statement signed by an authorised representative of the Operator stating the amount which a Member or any of their guests owes the Club is sufficient proof of the amount owed, until proven otherwise by the Member.
- 10.2 The Owner reserves the right to pay commissions to its representatives, including the Operator, for the sale of a Membership, without notice to any Member or any other party.
- 10.3 No forbearance, delay or failure to exercise any power or right under the Membership Agreement (including an acceptance of a part payment) shall operate as a waiver of that power or right. No single or partial exercise of any power or right will preclude any further exercise of that power or right.
- 10.4 The Owner at its sole discretion may decide to offer the Golf Course and the Resort Facilities, or any parts of the Facility, for sale or other transfer at any time.
- 10.5 The Owner has an absolute right to determine the terms of any such sale or transfer.
- 10.6 In the event that the Owner decides to sell the Golf Course and/or the Resort Facilities to a third party, the Operator may, but is not required to, cancel Membership by issuing refunds in accordance with Clause 16.5 of Section 3.
- 10.7 The Owner may assign or transfer any of its rights and obligations under the Membership Agreement upon providing notice to the Members pursuant to Clause 9.4 of this Section 2.
- 10.8 Any unresolved dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of the Membership Agreement or arising therefrom or related thereto in any manner whatsoever, shall be settled by arbitration in accordance with the provisions set forth under the Dubai International Arbitration Centre Arbitration Rules (the "Rules"), by three arbitrators, one member being appointed by each party within 42 days of one party receiving a written notice from the other party to commence arbitration proceedings. The third member shall be mutually chosen by the first two members and shall chair the arbitration tribunal. The arbitral tribunal shall issue its written decision which shall be by majority vote and shall be binding on both parties. If either party fails to appoint its arbitrator within the appointed time, or if a decision as to the appointment of the third member cannot be reached within 28 days from the last date of the appointment of the member by the parties or within such extended time as may be agreed by the parties and their appointed tribunal members, the vacant positions on the arbitral tribunal shall be filled in accordance with the Rules. All arbitration proceedings shall be carried out in Dubai under the Rules. The place of arbitration shall be the Emirate of Dubai and the language of the arbitration shall be English.

## **11. Resignation by a Member**

- 11.1 A Member may resign the Membership by informing the Club in writing by giving a Resignation Notice. The resignation will take effect sixty (60) days after the date on which the Operator receives the Member's Resignation Notice. The Member will continue to be obligated for all fees and charges through the end of the Membership. If the Member withdraws in good order and is in compliance with the Membership Agreement at the time of withdrawal, the Operator will provide a refund of a percentage of the Member's Annual Fee and Minimum Spend that have been prepaid for the then current year commensurate with the number of days remaining in the year, calculated from the day after the effective date of the withdrawal.



11.2 Except as provided in this Clause 11.2 of Section 2, a Member shall not receive a refund of any portion of the Initiation Fee or receive any other payment for resigning the Membership.

- (a) Once the maximum number of Memberships, as determined by the Club, have been purchased, any resigning Member who is in good standing and in compliance with the Membership Agreement shall be entitled to receive a one time payment equal to 80% of the applicable Listed Membership Price for that class of Membership. The resigning Member will receive such amount when the Club has resold to a new Member a Membership of the same class as held by the resigning Member and collected all applicable fees, but each resale will be the basis for only one payment. The Club will refer to the Waitlist for the purpose of identifying a new Membership applicant. In the event that there is more than one resigning Member eligible to participate in such program, the Operator shall determine the allocation of Memberships to payments, which may be on a chronological basis or by random selection or by such other means as the Operator determines is in the best interest of the Club.
- (b) A Member who purchases and pays the entire Initiation Fee for a Membership in 2008 shall have the rights referred to in Clause 11.2(a) of this Section 2 at a time after 2008 to be determined by the Club, which will be before the maximum number of Memberships have been sold.

## 12. Severability

If the whole or any part of any provision of the Membership Agreement is void, unenforceable or illegal in a jurisdiction in which the Membership Agreement is sought to be enforced, it is severed for that jurisdiction. The remainder of the Membership Agreement has full force and effect, and the validity or enforceability of that provision in any other jurisdiction is not affected. This Clause has no effect if the severance alters the basic nature of the Membership Agreement or is contrary to public policy.

## 13. Accounting Treatment

It is expressly acknowledged that the Club may treat all Initiation Fees, Annual Fees and any other fee listed in the Fee Schedule as income for accounting purposes and will not be required to hold any such amount on trust or for the benefit of any person.

## SECTION 3: Rules of Membership

### 14. Individual and Family Memberships

14.1 Any individual who wishes to become a Member must apply for a Membership by:

- (a) making an application to the Operator on the appropriate Membership application form prescribed by the Operator;
- (b) filling out the application form in full; and
- (c) satisfying any other requirement and providing any other information in support of the application as the Operator may request.

14.2 An applicant must indicate on the application form whether the applicant wishes to activate a Spouse and Children.

14.3 A deposit of fifty percent (50%) of the Initiation Fee must be paid in full with the application. Such payment does not guarantee acceptance of an applicant as a Member.



14.4 The Operator may reject any application for a Membership without giving any reason. If the Operator rejects an application, the Operator will notify such applicant of that fact in writing without reason and refund such applicant's deposit.

## **15. Corporate Membership**

15.1 An entity may apply to become a Corporate Member by:

- (a) making an application to the Operator on the appropriate Membership application form prescribed by the Operator;
- (b) filling out the application form in full; and
- (c) satisfying any other requirement and providing any other information in support of the application as the Operator may request.

15.2 Corporate Membership allows any corporation, company, partnership or other entity to become a Member. The Corporate Member is required to nominate two (2) Designated Individuals and may activate up to two (2) Wildcards.

15.3 Any holder of a Corporate Membership who nominates the Designated Individuals under its Membership must:

- (a) make an application to the Operator on the appropriate form prescribed by the Operator which must be signed by the proposed Designated Individual;
- (b) provide the payment set out in the Fee Schedule; and
- (c) satisfying any other requirement and provide any other information in support of the nomination as the Operator may request.

15.4 The Operator may reject any nomination of a person as a Designated Individual under a Corporate Membership without giving any reason. If the Operator rejects any nomination, the Operator will notify the Corporate Member of that fact in writing without reason and return the payment referred to in Clause 15.3(b).

15.5 The holder of a Corporate Membership may change any of its Designated Individuals provided that the outgoing Designated Individual has been a Designated Individual for a period of at least 12 months, subject to payment of the appropriate nomination transfer fees and the Operator's approval of the new nominee(s).

15.6 A person who is accepted as a Designated Individual under a Corporate Membership will have all the rights of a Member, including the right to bring guests to the Facility.

15.7 A Wildcard is not permitted to participate in any competitions or Member events.

## **16. Term of Membership**

16.1 Membership begins on the later of the date the Operator approves the:

- (a) application for Membership, or
- (b) in the case of Family and Corporate Membership, nomination of an individual(s),

and the date on which the relevant Initiation Fee (if applicable) and the Annual Fee for that Member are paid.



- 16.2 The Membership year is January 1 to December 31 of any one year. Memberships accepted inside these dates will be charged fees on a prorated basis as noted in Clause 16.3 of this Section 3.
- 16.3 If a Membership commences other than at January 1, you will be charged a percentage of the first year's Annual Fee commensurate with the number of days remaining in the year calculated from the day on which your Membership commences.
- 16.4 Membership will expire on December 31 in each calendar year, provided that Members may renew their Membership (subject to the discretion of the Operator) for the next calendar year by paying the relevant Annual Fee and any outstanding Charges and satisfying any other obligations due to the Club.
- 16.5 The Operator reserves the right to cancel a Membership at any time by the Operator refunding eighty percent (80%) of the Initiation Fee paid at the time of joining or the Listed Membership price, whichever is lesser and a percentage of the Annual Fee and Minimum Spend (if any) prepaid in respect of that Membership for the year in which calculation occurs commensurate with the number of days remaining in that year, calculated from the day on which such cancellation takes effect. For the avoidance of doubt, no refund of any fees will be made where a Membership is terminated in accordance with Clause 21 of this Section 3.

## **17. Fees**

- 17.1 The applicable fees referred to in the Membership Agreement are set out in the Fee Schedule.
- 17.2 The Fee Schedule (although a separate document) forms part of the Membership Agreement.
- 17.3 All Members must pay the relevant Annual Fee and any applicable Minimum Spend (if any) to the Operator on or by January 1 each year.

## **18. Minimum Spend Obligation**

The Operator reserves the right to impose a Minimum Spend obligation upon Members, requiring each Member to pay the Operator a sum in addition to the Annual Fee on January 1 each year. The Minimum Spend will constitute an allowance that may be set off against food and beverage or retail purchases made by the Member in the Resort Facilities.

## **19. Adjustment by Reference to Exchange Rate**

All fees quoted in the Fee Schedule are calculated at an exchange rate of US\$1 to UAE Dirhams 3.67. In addition to the Operator's general right to issue revised Fee Schedules from time to time, the Operator shall have the right to amend the fees set out in the Fee Schedule to take account of any change in the US\$/UAE Dirham exchange rate from that referred to in this Clause.

## **20. Charge Account Rules**

Adult Members may be offered a Charge Account. The Charge Account Rules are set out in Section 6 of these Rules and Regulations.

## **21. Termination or Suspension of Membership for Cause**

- 21.1 The Club reserves the rights set forth in Clause 22 of this Section 3, which are in addition to its rights under Clause 16.5 of this Section 3 and all of its other rights and remedies under the Membership Agreement and applicable law.



21.2 If a Member or any of its respective guests:

- (a) breaches the Membership Agreement;
- (b) fails to pay any money such person owes the Club within thirty (30) days of it becoming due;
- (c) fails to report to the golf shop for registration prior to commencing play on the Golf Course; or
- (d) behaves in the Resort Facilities or on the Golf Course in a manner which, in the Operator's sole and absolute discretion, is contrary to the best interests of the staff, other Members or to the reputation of the Facility,

the Operator may serve a notice on the Member:

- (e) requiring the Member to show cause to the Operator within seven (7) days of receipt of the notice why the Membership of the offending Member should not be suspended or terminated; and
- (f) stating the grounds that the Operator considers warrant suspension or termination of the Membership.

21.3 If the Member chooses to show cause, the Member must do this by making a written submission to the Operator within the seven (7) day period referred to in Clause 21.2 of this Section 3.

21.4 The Operator must:

- (a) consider any submission made by the Member;
- (b) decide whether or not to suspend or terminate the Membership; and
- (c) give the Member a notice of the Operator's decision:
  - (i) within a reasonable time after receiving the submission from the Member; or
  - (ii) if the Member fails to make a submission within the seven (7) day period referred to in Clauses 21.2 and 21.3 of this Section 3, within a reasonable time after the expiry of that seven (7) day period.

21.5 If the Operator gives notice to the Member that the Operator has decided to suspend or terminate the Membership, the suspension or termination is effective from the date of the notice and the Member waives all rights that it may have against the Club upon such suspension or termination. No refund of any fees will be made.

21.6 The Operator's decision under Clause 21.4(b) of this Section 3 is final and binding on the Member.

21.7 Any Member whose Membership is suspended will have no rights during the period of suspension and must re-apply to the Operator in writing to have such Membership re-activated. All costs of re-activation, including the cost of issuing a new Membership Card, shall be borne by the Member subject to the suspension.

21.8 If a Membership is suspended or terminated by the Operator, the Operator may, by notice to the Member, terminate or suspend (as the case may be) the Membership of any Members nominated by the terminated or suspended Membership with immediate effect.

## **22. Membership Identification**

22.1 The Operator will issue each Member a Membership Card.



22.2 Members must:

- (a) carry their Membership Card with them at all times while using the Resort Facilities or the Golf Course;
- (b) show their Membership Card to the Operator's staff when requested to do so;
- (c) not allow their Membership Card to be used by any other person; and
- (d) notify the Operator immediately if their Membership Card is lost, stolen or destroyed.

22.3 If a Member notifies the Operator that the Member's Membership Card is lost, stolen or destroyed, the Operator will issue the Member a replacement Membership Card (at the Member's cost) within a reasonable time of receiving written notification from the Member.

22.4 If a Member is unable to produce the Member's Membership Card, the Operator may withhold Membership benefits from the Member until the Member's Membership Card is produced or the Member is issued a replacement Membership Card.

### **23. Conduct of Members**

23.1 All Members must comply with and must ensure that each of their respective guests complies with the Conduct Code and any Facility rules or regulations in force from time to time.

23.2 The Operator is responsible for the drafting and any amendments to the Conduct Code. The Operator must provide a copy of the Conduct Code to any Member upon request.

23.3 No Member may conduct or permit money-raising activities in the Resort Facilities or on the Golf Course without holding all appropriate permits and approvals, and without the prior written approval of the Operator. No Member may conduct or permit gambling activities in the Resort Facilities or on the Golf Course or otherwise associated with the Facility.

### **24. Liability**

24.1 Members and their guests use the Facility at their own risk. The Owner and the Operator and each of their respective directors, employees, agents and representatives are not liable to Members or their guests for damage to or loss of any property, or injury or death to persons in connection with their use of the Facility.

24.2 Each Member and each of their guests indemnifies the Owner and the Operator and each of their respective directors, employees, agents and representatives against any loss of or damage to any property or injury or death to persons caused or contributed to by each Member or by their guests while using the Facilities.

24.3 Failure by a Member to pay any amounts for which he or she is liable hereunder shall constitute grounds for termination or suspension by the Operator of that Membership.

## **SECTION 4: Rules of Golf Membership**

### **25. Golf Membership**

Only a Member whose Membership category is identified as a Golf Membership may enjoy the benefits of a Golf Member.



## **26. Fees**

- 26.1 The Initiation Fee and applicable Annual Fee for Golf Membership are set out in the Fee Schedule.
- 26.2 The Initiation Fee and Annual Fee must be paid in full before the commencement of a Member's Golf Membership. The Annual Fee must be paid annually in advance.

## **27. Golf Course**

- 27.1 Subject to Clause 27.2 of this Section 4 and Section 5, Golf Membership entitles a Member to play the Golf Course without payment of green fees and cart fees at any time, and based on availability as determined by the Operator.
- 27.2 From time to time the Golf Course may play host to competitions for non-Members ("Competition Days"). On Competition Days, the Operator will endeavor to allocate a number of tee times solely for the use of Golf Members. Golf Members can only play the Golf Course during these allocated times on Competition Days.

## **28. Lockers and Resort Facilities**

- 28.1 Golf Members may rent a golf locker on an annual basis, subject to availability. Golf lockers will be available only once the Permanent Clubhouse is open. If a golf locker is made available to a Golf Member, an annual fee will be charged for locker rental. Golf Membership does not entitle you to a locker. There will not be sufficient lockers available for every Golf Member.
- 28.2 Subject to the approval of the Operator and availability, Golf Members are entitled to use all Resort Facilities.

## **29. Discounts**

Golf Members may be entitled to certain discounts on Goods or Services and on certain goods and services offered by business partners of the Operator from time to time. Any discounts offered will be at the sole discretion of the Operator or its business partners (as the case may be) who will inform Members of the discounts on offer from time to time.

## **30. Practice Balls**

- 30.1 Golf Members are entitled to complimentary practice range balls for their personal use on the driving range only. Guests of Golf Members may have use of the practice facilities prior to their tee time. Practice facilities times and usage are to be according to policies determined by the Club.

## **31. Guests**

- 31.1 A Member has the privilege to bring up to three (3) accompanied guests to play golf at the preferential member guest rate with no annual limit and based on availability determined by the Club.
- 31.2 A Member shall accompany his or her guests at all times.
- 31.3 A Member is responsible at all times for the behavior of his or her guests.

## **32. Membership Limit**

The Operator has determined to limit the total number of Golf Memberships available for issue at two hundred fifty (250). By fixing a maximum amount of Golf Memberships at two hundred fifty (250) the Operator endeavours to provide Golf Members adequate availability of tee times throughout the season.



### **33. Golf Handicaps**

- 33.1 Golf Members are entitled to nominate the Golf Course as their home club. The Operator will maintain the handicap of all such Golf Members for no additional charge.
- 33.2 Golf Members may obtain a handicap certificate free of charge from the golf shop in the Permanent Clubhouse.

## **SECTION 5: Golf Course Rules**

### **34. Golf Course**

- 34.1 Members and their guests must observe the rules of course etiquette as outlined in the Conduct Code and the Royal & Ancient Golf Club of St. Andrews, Scotland.
- 34.2 The Operator reserves the right to close the Golf Course for play at any time without notice to Members for any reason that the Operator thinks fit, including regular maintenance and repairs. Your Membership and the Membership Agreement does not include any promise or warranty that the Golf Course will be available for play at your desired times and you will have no rights against the Owner or the Operator (or either of them) as a result of the Golf Course not being available for play. The Operator will not close the Golf Course to Members on Fridays and Saturdays unless an unavoidable situation occurs that is beyond the Operator's control or a situation arises such that the Operator deems it to be in the best interests of the Owner and Members to close.
- 34.3 Members and their guests must report to the golf shop for registration prior to any play on the Golf Course. Failure to comply with this provision will be treated as a serious offence by the Operator and may result in the suspension or termination of Membership.

### **35. Golf Carts**

- 35.1 Golf carts must be used when playing the Golf Course, with the exception of times that will be available for walking as designated by the Club.
- 35.2 All golf carts used on the Golf Course and at the Facility must be those issued for use by the Club.
- 35.3 All drivers of golf carts must be at least sixteen (16) years of age or hold a valid driving licence unless the Operator (acting in its absolute discretion) agrees otherwise.

### **36. Handicaps**

- 36.1 The Operator will maintain golf handicaps in accordance with the handicapping rules of the "CONGU" and "LGU" for all persons who are entitled to nominate the Golf Course as their home club under the Membership Agreement.
- 36.2 The Operator will display all handicaps at a location chosen by the Operator and easily accessible to Members.
- 36.3 The Operator will not be liable for any errors or omissions made in maintaining handicaps.



## SECTION 6: Charge Account Rules

### 37. Introduction

- 37.1 If a Member applies for a Charge Account, the Member is agreeing to be bound by the Charge Account Rules which will govern the Member's operation of the Charge Account.
- 37.2 Members may only apply for a Charge Account by completing the appropriate application form which shall include a direct debit and/or a credit card authorisation to be used by the Operator in the event of non-payment of the Member's Charge Account. Children are not eligible to apply for a Charge Account but may be nominated as an Authorised Individual under Clause 41 of this Section 6.

### 38. Term of the Charge Account

- 38.1 The Member may use the Charge Account from the date on which the Member's application for a Charge Account is approved by the Operator until the earlier of the date:
- (a) the Membership Agreement between the Member and the Operator terminates; or
  - (b) the Operator or the Member cancels the Charge Account under these Charge Account Rules.

### 39. Use of the Charge Account

- 39.1 The Member is not obliged to use the Charge Account even if the Member's Charge Account application form is approved by the Operator.
- 39.2 The Member may use the Charge Account:
- (a) to purchase Goods and Services provided the aggregate value of all purchases does not exceed the Available Limit; and
  - (b) in accordance with these Charge Account Rules.
- 39.3 A Member may not charge a purchase to the Charge Account unless:
- (a) the Member or Authorised Individual (as the case may be) produces identification which is satisfactory to the Operator's employees; and
  - (b) the Member or Authorised Individual signs a Charge Account record in a form determined by the Operator for the Charge.
- 39.4 The Member must not:
- (a) give the Member's Charge Account Number to any person other than the Member's Authorised Individuals;
  - (b) allow any person to make Charges to the Charge Account unless that person is an Authorised Individual of the Member;
  - (c) use or allow any other person to use the Charge Account for any purpose if a petition for the Member's bankruptcy has been issued, unless the petition is no longer in force or the application has been withdrawn or dismissed;



- (d) use the Charge Account to purchase Goods and Services if the purchase will cause the Credit Limit to be exceeded; or
- (e) use or allow any other person or Authorised Individual to use the Charge Account or to quote the Charge Account Number if the Member does not honestly expect to be able to pay the Member's account in full on receipt of the monthly statement.

#### **40. Liability for Charges**

The Member is liable for all Charges, even if these exceed the Credit Limit.

#### **41. Member's Authorised Individuals**

- 41.1 If a Member wishes to permit an Authorised Individual to use that Member's Charge Account, the Member must give the Operator a notice in the form specified by the Operator.
- 41.2 Members may have up to four (4) Authorised Individuals at any one time.
- 41.3 The Member may add new Authorised Individuals up to three (3) times per year by notifying the Operator in writing.
- 41.4 The Member shall be liable for all Charges to the Charge Account, including those made by the Authorised Individuals.
- 41.5 The Member may terminate an Authorised Individual's right to use the Charge Account at any time by giving the Operator written notice. The Authorised Individual's right to use the Member's Charge Account will terminate when the Operator receives the notice.
- 41.6 An Authorised Individual whose right to use a Charge Account is terminated by a Member may not be re-nominated to use that Charge Account for nine months following such termination.
- 41.7 An Authorised Individual is bound by these Charge Account Rules as if the Authorised Individual were a Member from the earlier of the date when the Authorised Individual signs:
  - (a) the Charge Account application form as an Authorised Individual; or
  - (b) the form referred to in Clause 41.1 of this Section 6.

#### **42. Monthly Statements**

- 42.1 The Operator will send the Member a monthly statement which sets out all Charges at that time recorded to the Member's Charge Account for the preceding month, usually within the first fourteen (14) days of each calendar month.
- 42.2 The Member will pay all Charges reflected in a statement within thirty (30) days of the date of issue of the statement. If the Member does not pay the amount indicated on the statement by the relevant due date, the Operator may:
  - (a) suspend the Member's Charge Account and charge a reasonable rate of interest as determined by Operator on the outstanding amount due until payment in full;
  - (b) apply such charges to the Member's credit card on file with the Club; and
  - (c) take any other action permitted under the Membership Agreement or applicable law.



#### **43. Disputed Charges**

- 43.1 After receiving the Member's monthly statement, the Member must notify the Operator within seven (7) days if the Member reasonably believes that any Charge has not been properly incurred by the Member or an Authorised Individual.
- 43.2 The Operator will investigate the disputed Charge promptly.
- 43.3 If the Operator can produce a record of charge showing a signature which bears reasonable similarity to the Member's or an Authorised Individual's signature, this shall be conclusive proof that the Charge was properly incurred.
- 43.4 If the Operator proves that the Charge was properly incurred, the Member must cease disputing the Charge and pay it promptly.
- 43.5 If the Operator cannot prove that the Charge was properly incurred and the Member has paid the Charge, the Operator must refund to the Member or credit the Charge Account the amount of the disputed Charge within 14 days of the Member's notice under Clause 43.1 of this Section 6.

#### **44. Taxes and Duties**

- 44.1 If the Club is required to pay or reimburse anyone for any tax, duty, or other charge imposed by law in respect of:

- (a) the Charge Account;
- (b) the Member's use of the Charge Account;
- (c) any transaction involving the Member, any fee listed in the Fee Schedule or the Charge Account; or
- (d) the receipt of funds in payment of Charges,

the Operator may add that amount to the monthly statement of the Member, except as prohibited by law.

- 44.2 The Operator may add the amount referred to in Clause 44.1 of this Section 6 in advance of the date the Operator must pay or reimburse the amount.

#### **45. Payments for Charges**

- 45.1 The Member must pay the monthly statement in UAE Dirhams, unless the Operator agrees to accept payment in another currency. Payments must be made by cash, cheque or acceptable credit card.
- 45.2 If the Operator decides to accept payment in another currency, the Operator will convert the Member's payment to UAE Dirhams at a rate reasonably determined by the Operator, and credit the payment to the Member's Charge Account. Only the UAE Dirhams amount will be credited to the Member's Charge Account.
- 45.3 Payment is only received by the Operator when it is received in clear funds.
- 45.4 The Operator is not obliged to accept late or part payments, payments described as being in full or in settlement of a dispute if that amount is less than the amount owed.



- 45.5 The Operator may credit part payments to any outstanding Charges as it chooses, including any interest payable pursuant to Clause 42.2(a) of this Section 6.
- 45.6 If the Operator receives a cheque, draft or other payment instrument from the Member which is not honoured in full, or the payment is not timely as provided in Clause 42.2 of this Section 6, the Member agrees to pay the Operator the dishonoured amount plus the Operator's reasonable collection costs, expenses and legal fees, and a reasonable interest rate determined by Operator, except as prohibited by law.
- 45.7 Clause 45.6 of this Section 6 shall also apply to any debit instruction that the Operator gives to the Member's financial institution which is not honoured in full.

#### **46. Suspension and Cancellation**

- 46.1 The Member may cancel the Charge Account at any time by giving the Operator written notice. The Charge Account is cancelled within seven (7) days after actual receipt by the Operator of the notice.
- 46.2 On cancellation of the Charge Account, the Operator will no longer allow the Member or any of the Member's Authorised Individuals to use the Charge Account for the purchase of Goods and Services.
- 46.3 The Operator may suspend or cancel the Member's right to use the Charge Account at any time, with or without cause.
- 46.4 If the Operator cancels the Charge Account, the Member and that Member's Authorised Individuals will no longer be entitled to use the Charge Account for the purchase of Goods and Services.
- 46.5 If the Operator suspends the Member's right to use the Charge Account:
- (a) the Member and that Member's Authorised Individuals must not use the Charge Account until the Charge Account is reinstated by the Operator; and
  - (b) the Operator does not lose any rights under these Charge Account Rules or at law.
- 46.6 If the Charge Account is suspended, cancelled or expires, the Member remains bound by these Charge Account Rules and liable to pay all Charges, until all Charges have been fully paid.

#### **47. Compliance with Laws**

- 47.1 The Member must comply with all applicable laws governing the use of the Charge Account.
- 47.2 The Member indemnifies the Owner and the Operator against any failure of the Member to comply with all laws and the Membership Agreement.

#### **48. Changes to these Charge Account Rules**

- 48.1 The Operator may amend the Charge Account Rules at any time.
- 48.2 The Operator must give the Member a copy of the amended Charge Account Rules promptly.
- 48.3 The Member is bound by the changes when the Member receives the amended Charge Account Rules.
- 48.4 If the Member uses the Charge Account after the notification, the Member is deemed to have agreed to the changes.



#### **49. Representations**

49.1 The Member and each of its Authorised Individuals represent and warrant that:

- (a) the Member's and the Authorised Individuals' obligations under these Charge Account Rules are valid and binding and are enforceable against the Member or the Authorised Individuals in accordance with their terms;
- (b) the Member and the Authorised Individuals have fully disclosed in writing to the Operator all facts relating to the Member and the Authorised Individuals which are material to the assessment of the nature and amount of the risk undertaken by the Operator in permitting the Member to have a Charge Account;
- (c) the Member and the Authorised Individuals are not in default under a law, regulation, official directive, instrument, undertaking or obligation affecting them or their assets; and
- (d) there is no pending or threatened action or proceeding affecting the Member, the Authorised Individuals or their assets before a court, governmental agency, commission, arbitrator or other tribunal.

49.2 These representations and warranties also are taken to be made every three months from the date the Member or an Authorised Individual first uses the Charge Account.