

# GOLF CART LICENCE AGREEMENT

SANDHURST CLUB



## Golf Cart Licence Agreement

**SANDHURST CLUB LIMITED**  
ACN 083 181 364

**Sandhurst Club Limited**  
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# GOLF CART LICENCE AGREEMENT

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## Golf Cart Licence Agreement

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### RECITALS

- A. The Licensor operates the private golf course and recreational facilities contained within the area known as the Sandhurst Club Estate for the benefit of its Members.
- B. The Licensor is the owner and / or manager of the Cart Trails contained within the Sandhurst Club Estate.
- C. The Licensee is a Resident or Golf Member of the Licensor who owns a Golf Cart which they wish to use on the Cart Trails contained within the Sandhurst Club Estate and the Licensor has agreed to grant the Licensee a licence to do subject to the terms and conditions contained in this Agreement.

### THE PARTIES AGREE

#### 1. DEFINITIONS

**Additional Golf Cart Operator** means a person of at least 18 years who is the holder of a current Victorian driver licence and is registered with the Licensor to operate a Golf Cart in accordance with the terms and conditions contained in this Agreement;

**Agreement** means this agreement, including any Schedules, as executed by the parties;

**Cart Registration Year Paid Sticker** means the sticker provided by the Licensor to the Licensee proving proof of payment of the annual Licence Fee;

**Cart Trails** means Golf Cart Trails, Recreational Cart Trails and Shared Cart Trails contained within the Sandhurst Club Estate unless otherwise stated;

**Golf Cart Trails** means the granitic sand (fine gravel) and / or concrete trails or paths and other areas as determined by the Licensor from time to time for the use of Golf Carts within the Sandhurst Club Estate by Golf Members;

**Golf Member** means a person in possession of a golf membership of the Licensor, in accordance with the Licensor's Constitution;

**Licence Fee** means the annual licence fee as described in Schedule 1 and Schedule 2 of this Agreement or as determined by the Licensor's Management;

**Recreational Cart Trails** means the 'Inca Gold' reinforced concrete trails or paths as determined by the Licensor from time to time for the use of Golf Carts within the Sandhurst Club Estate;

**Registration Number** means the number allocated to the Licensee's Golf Cart by the Licensor to be displayed on the Licensee's Golf Cart;

**Resident Member** means the registered proprietor of a Lot which is located at the Sandhurst Club Estate in accordance with the Licensor's Constitution;

**Sandhurst Club Estate** means the residential estate located at Sandhurst , Victoria, known as Sandhurst Club Estate;

**Shared Cart Trail** means a combination of Golf Cart & Recreational Trails as determined by the Licensor from time to time for the use of Golf Carts within the Sandhurst Club Estate; and

**Term** means the term of this Licence Agreement as described in Schedule 1 of this Agreement.

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## 2. SUBSTANTIVE CLAUSES

### 2.1 Right to Use

2.1.1 A Licensee who is also a Golf Member is :

2.1.1.1 Entitled to use the Cart Trails subject to the terms and conditions of this Agreement; and

2.1.1.2 Is entitled to have golf playing guests use the Cart Trails subject to the terms and conditions of this Agreement

2.1.2 A Licensee who is also a Resident Member:

2.1.2.1 Is entitled to use the Recreational Cart Trails and Shared Cart Trails subject to the terms and conditions of this Agreement; and

2.1.2.2 acknowledges that they are not entitled to use the Golf Cart Trails.

### 2.2 Non-exclusive

The Licensee acknowledges that this Licence is a non-exclusive licence and the Licensor has the right in its sole discretion to licence the use of the Cart Trails to any other persons wishing to use the Cart Trails.

### 2.3 Non-Transferable

The Licensee acknowledges and agrees that this Licence is not transferable and is personal to the Licensee and may only be assigned at the discretion of the Licensor.

### 2.4 Annual Licence Fee

2.4.1 Where the Licensee is a Golf Member, the Licensee agrees to pay the Licensor the Licence Fee as set out in Schedule 1 of this Agreement, in consideration of the Licensor granting the Licensee a licence to use the Cart Trails.

2.4.2 Where the Licensee is a Resident Member, the Licensee agrees to pay the Licensor the Licence Fee as set out in Schedule 1 of this Agreement, in consideration of the Licensor granting the Licensee a licence to use the Recreational Cart Trails and Shared Cart Trails.

2.4.3 Where the Licensee is both a Golf Member and Resident Member, the Licensee agrees to pay the Licensor the Licence Fee as set out in Schedule 1 of this Agreement, in consideration of the Licensor granting the Licensee a licence to use the Cart Trails.

2.4.4 The Licensee acknowledges that the Licensor has the right to increase the annual Licence Fee at their discretion, subject to communication to all Licensees.

### 2.5 Golf Cart Registration

2.5.1 Upon receipt of the Annual Licence Fee, the Licensor will issue the Licensee with a Registration Number and a Cart Registration Year Paid Sticker.

2.5.2 The Licensee must ensure that:

2.5.2.1 the Golf Cart will not be used until the Licensee has received the Registration Number and Cart Registration Year Paid Sticker from the Licensor;

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- 2.5.2.2 the Cart Registration Year Paid Sticker is displayed at all times on the front drivers side windscreen of the Golf Cart;
- 2.5.2.3 the Registration Number of the Golf Cart is to be displayed at all times on the front body and drivers side panel of the Golf Cart; and
- 2.5.2.4 the Registration Number and the Cart Registration Year Paid Sticker are available for inspection by the Licensor at all times.

2.5.3 It is the responsibility of the Licensee to assess whether the Golf Cart is required to be registered under the Laws of Victoria. If the Licensee determines that the Golf Cart does need to be registered under the laws of Victoria then they acknowledge that it is their responsibility to arrange for such registration. If requested by the Licensor, the Licensee must provide details of such registration to the Licensor.

## 2.6 Type of Golf Cart

The Golf Cart must be electric (battery powered) only, NO other type of golf cart is permitted. (The exception is motorized carts used for the maintenance or service by officers of the Licensor in the conduct of their daily business.)

## 2.7 Golf Cart Maintenance

- 2.7.1 The Licensee must maintain the interior and exterior of the Golf Cart to a reasonable standard and to the reasonable satisfaction of the Licensor.
- 2.7.2 The Licensor or its duly authorized servants and agents have the right to inspect the Golf Cart to examine and view the state and condition thereof at all reasonable hours.
- 2.7.3 The Licensor has the right to require that a mechanical check be undertaken on the Licensee's Golf Cart on an annual basis, and the Licensee must provide the details of such check to the Licensor.
- 2.7.4 The Licensor has the right to terminate this Agreement in the event that the Licensor finds the Golf Cart to be in an unsafe state or condition for use on the Cart Trails or that it does not comply with this Licence Agreement.

## 2.8 Use of Golf Cart

- 2.8.1 The Licensee must:
  - 2.8.1.1 be familiar with and observe the general rules of golf and golf etiquette when using the Golf Cart on the Golf Cart Trails;
  - 2.8.1.2 observe all of the Licensor's rules and regulations including, but not limited to, rules relating to golf tournaments, golf course closure and general use of the gold courses and general use on Cart Trails and drive with due care and consideration of pedestrians and other cart users,
  - 2.8.1.3 ensure that the Golf Cart has approved lights installed and that these lights are illuminated whenever the Golf Cart is used during the hours from twilight until dawn; and

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2.8.1.4 Ensure all drivers abide by speed limits as sign posted within common areas and Victorian Road Safety Rules.

2.8.1.5 report to the Licensor any accident that may occur.

2.8.2 The Licensee must not:

2.8.2.1 allow any other person to use the Golf Cart except for a person who is above the age of 18 years and holds a current Victorian driving licence and is registered Additional Golf Cart Operator under this agreement;

2.8.2.2 use the Golf Cart on any roads within the Sandhurst Club Estate which are not Cart Trails; and

2.8.2.3 use the Golf Cart or allow the Golf Cart to be used by any other person while either the Licensee or that other person is intoxicated.

## 2.9 Storage of Golf Cart

If the Licensee is a Resident Member of the Licensor then the Licensee must store the Golf Cart on Licensee's property within the Sandhurst Club Estate and such storage must be:

2.9.1 under cover and out of sight, in a manner approved by the Licensor; and

2.9.2 in compliance with all applicable guidelines, including the Sandhurst Club Homeowner Building Code regarding proper storage of the Golf Cart.

## 2.10 Non-Cart Trails

2.10.1 The Licensee acknowledges that this Licence only permits the Golf Cart to be used on the designated Cart Trails.

2.10.2 The Licensee acknowledges that the use of the Golf Cart on any public highways, thoroughfares, roads or trails other than the Cart Trails is the sole responsibility of the Licensee.

2.10.3 The Licensee must obtain separate private insurance coverage as may be required by VicRoads or any other relevant authority for the use of the Golf Cart on any public highways, thoroughfares, roads or trails and must indemnify the Licensor for any loss or damage whatsoever caused by the use of the Golf Cart on any public highways, thoroughfares, roads or trails. If requested by the Licensor, the Licensee must provide proof of currency of insurance to the Licensor.

2.10.4 The Licensee acknowledges that the Licensor makes no representation that it is lawful to use the Golf Cart on any public highways, thoroughfares, roads or trails other than the Cart Trails.

## 2.11 Insurance

2.11.1 The licensee acknowledges and agrees that it is an essential requirement of this Agreement that the Golf Cart is insured at all times for property damage insurance and personal injury insurance.

2.11.2 The Licensor, at its discretion, may arrange access to the necessary insurance on the Licensee's behalf. The licensee will be required to complete and submit the relevant forms to the Licensor.

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2.11.3 If requested by the Licensor, the Licensee must submit verification of insurance cover to the subscribed levels to the Licensor.

## 2.12 Indemnity and Release

2.12.1 The Licensee indemnifies the Licensor in the event of any loss or damage whatsoever caused by the Licensee's use of the Golf Cart.

2.12.2 The Licensee uses the Golf Cart and the Cart Trails as its own risk and releases the Licensor from all claims resulting from any damage, loss, death, or injury in connection with the Golf Cart and the Cart Trails.

## 2.13 Termination of Licence

This Agreement terminates upon any of the following events:

2.13.2 non-payment of the annual Licence Fee by the Licensee; or

2.13.2 settlement of the sale of the Licensee's lot within the Sandhurst Club Estate. The Licensee must notify the purchaser of this Licence Agreement, and the Licensor of any change of ownership of the Golf Cart; or

2.13.3 breach a term or condition of this Agreement by the Licensee.

## 2.14 Drivers Licence

The Licensee warrants to the Licensor that the Licensee or any other person allowed to use the Golf Cart under this Agreement holds a valid and current Victorian drivers licence whenever that individual uses the Golf Cart on the Cart Trails.

## 2.15 No Interest in Land

The Licensee agrees and acknowledges that the Licensee obtains no tenancy or leasehold interest in any property in the Sandhurst Club Estate and this Agreement shall not be construed as conferring upon the Licensee any rights referred to in section 42 of the *Transfer of Land Act 1958*.

## 3. GENERAL

### 3.1 Joint and Several

If the Licensee consists of more than one person, this Agreement binds them jointly and each of them severally.

### 3.2 Severance

If the provision in this Agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Agreement.

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## SCHEDULE 1

1. Licence Fee: AUD \$310 (Including GST) per year payable on the date of the Licensee's signature of this Agreement. This fee is subject to annual review.

All licence agreements will fall on a common due date and pro-rata fees will apply for licences issued throughout the year.
2. Term: Until such time as this Agreement is terminated in accordance with Clause 2.13 of this Agreement.