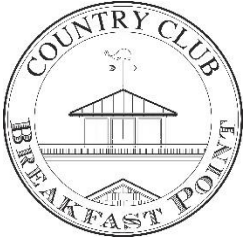


# BREAKFAST POINT COUNTRY CLUB AND VENUES RULES



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# 1. WELCOME

Welcome to the Breakfast Point Country Club. We hope that your visits to these fine facilities are pleasant and enjoyable.

The Country Club and other venues have been provided for the enjoyment and relaxation of members and their guests. To ensure that your visit and that of others is a pleasant and memorable experience, we ask that you observe a few simple rules.

The explanation below will assist your understanding of the rules.

## 1.1. AUTHORITY

These rules are issued with the endorsement and authority of the Breakfast Point Community Association Executive DP 270347 ("CA Exec"), and are correct as at January 2019. They will be reviewed annually.

## 1.2. CLUB SUB-COMMITTEE

The CA Exec will appoint a sub-Committee to provide day-to-day oversight of Club operations. This sub-Committee is not a decision-making body, but can make recommendations to the CA Exec. The sub-Committee will be governed under a Charter approved by the Community Association Executive.

## 1.3. GENERAL DEFINITIONS

**Club** means the Breakfast Point Country Club at 72 Village Drive, Breakfast Point.

**Club facilities** includes the lounge/dining area, swimming pools, spa, sauna, gymnasiums, steam room, tennis courts, board room, library, common areas and car park.

**Function** means a gathering of people for a set purpose (private or public event).

**Guest** means a person who is a non-resident and who is invited into the Club by a Member or Temporary Member.

**Club Manager** is the person in charge of the operation of the Club, its facilities and venues.

**Staff** are those people under the control and direction of the Club Manger.

**Venues** means the Country Club, Community Hall, Admin Building, Silkstone Park, Waterfront Park, The Village Green, BBQ areas and other designated venues within the Community Property.

**Community Buildings** means any building owned or controlled by the Community Association.

## 1.4. MEMBERSHIP DEFINITIONS

**Member** means a person who is an owner of a Lot at Breakfast Point DP270347 or a fee paying person from an approved associated community and includes the mother, father, partner and also includes their adult children over 18 years of age who reside in the lot and the live-in carer of a member.

- Owner Resident: a person who owns the property and resides permanently at the property
- Owner Non-Resident: a person who owns the property but does not live permanently at the property and has not relinquished their rights to access the Country Club.
- Resident: a person who lives at a property with the owner resident however does not own the property (eg. Adult children)
- Original Communities: a person who resides within a property that was built prior to the Country Club opening, e.g Mimosa Community, Spring Park Community, Fairwater Community, Bishop Street Homes, Medora Street Homes, Adam Street Homes, Brays Road Homes.

**Junior Member** means a person aged between 16 and 18 living permanently with a Member.

**Children** means any child living with a Member or a grandchild of a Member who is under the age of 16 years.

**Temporary Member** means a person who has been granted use of the Club facilities and venues by the CA Exec.

**Tenant Member** means a person who is renting a lot at Breakfast Point from a property owner for a period in excess of six months and who has had access rights to the Club included as part of their tenancy agreement.

**House Sitter** means a person who is temporarily residing in a lot at no charge during a Member or Tenant Member's short term absence due to an extended holiday. The minimum time allowed is four weeks, and the maximum is twelve weeks.

## 2. RULES

### 2.1. ACCESS TO THE CLUB AND FACILITIES

The Club and facilities can only be accessed by Members as outlined above using approved electronic security access items (FOBs).

Lost or damaged FOBs should be reported to Reception as soon as practicable and arrangements made for replacement. A fee of \$50.00 will be charged for replacement of a lost or damaged FOB.

There will be limited times when the Club and other facilities will not be available for use by Members and their guests. Members' patience during these periods will be appreciated. The opening and closing times of the Club and facilities will be displayed and may be changed from time to time.

Junior Members who live with a Member and are aged between 16 and 18 years of age must be registered with the Club. Children under 16 years of age must be accompanied by a Member.

Due to liquor licencing regulations, Junior Members and Children are not permitted in the Club lounge area unless under the direct supervision of an adult. They are not permitted within one metre of the bar at any time.

Registered members are NOT to make their personal FOB available for use by friends or family. By adhering to this, Members will avoid the embarrassment of having to prove their identity when requested to do so by Reception staff.

## **2.2. MEMBERSHIP**

Membership of the Club is an entitlement directly linked to ownership of a property within the Community Association of DP 270347 or a fee paying person from an approved associated community.

An owner may assign their entitlement when not in residence to a tenant or house sitter subject to these Rules. An owner cannot reside outside the residence and split the membership to the Club between themselves and the person in residence.

To join the Club on a transferred membership, the applicant needs a valid photo ID and the following documents:

- **Tenant Members.** A Real Estate Institute NSW Residential Tenancy Agreement listing the tenants who are eligible for membership as well as the original Breakfast Point Country Club Owner Waiver form signed by the owner or managing agent relinquishing the owner's rights to Membership.
- **House Sitters.** An owner or managing agent completed temporary membership waiver form nominating the house sitter, the period of house sitting and confirming that the house sitting is occurring free of charge. The Member or Tenant Member needs to provide their FOB to the House Sitter.

The CA Exec does not recognise short-term rentals of 6 months or less. Therefore, the Country Club will not allow access to the Club for tenant rentals less than 6 months.

Owners wishing to add an additional person (for example a family member moving in) need to supply a letter stating that the person will be living in their residence and an official document showing residence in a lot of Breakfast Point. This would be in the form of a bill, electoral notice or driver's licence.

### **2.3. TEMPORARY MEMBERS**

The CA Executive may in its absolute discretion grant use of the Club facilities and Venues to a person, corporation or Government instrumentality for a specified period of time.

The CA Executive may grant such use on any reasonable terms and conditions with the Temporary Member.

A Temporary Member may use the Club Facilities or venues (or part thereof) with their Guests as contained in any agreement with the CA Exec.

### **2.4. GUESTS TO THE CLUB**

Each Member may bring up to 2 Guests to the Club unless it is a planned event or to use the dining and beverage services only.

Guests must be in the company of the Member at all times whilst present in the Club and must observe the Rules including security procedures and leave the premises when the Member leaves. Unaccompanied guests will be asked to leave the premises.

All Guests must be signed in at Reception on arrival.

### **2.5. HEALTH AND WELL-BEING**

To the extent permitted by law, a Member releases the Community Association DP 270347 from any loss or injury or damage to property suffered by them or their guests whilst in the Club, its facilities and other venues.

Pets (with the exception of guide dogs) are not permitted in any Community Buildings.

The Club, its facilities and venues are defined by law to be workplaces. Smoking is strictly prohibited and is not permitted in any internal part of the Club, its facilities or venues. From 6 July 2015, smoking is prohibited in outdoor dining areas under the NSW Smoke-free Environment Act 2000. There is a designated smoking area to the North-West of the Club in the car park near the bike racks.

Out of courtesy to others, Members and guests should exit the enclosed areas of the Club before making or receiving a call on a mobile phone.

Members and guests using the Club or its facilities for any form of physical activity are responsible for monitoring their own physical condition and physical activity undertaken at the Club. Should any physical discomfort or unusual symptoms occur, Members or guests must immediately stop the activity and inform a staff member and, if considered necessary, consult a qualified medical practitioner.

## **2.6. PRIVACY**

The management of the Club, its facilities and venues may require disclosure of certain personal information as a condition of entry. No information disclosed will be used or disclosed for any purpose except that required by law or with the written consent of the person giving the information.

The Club maintains and adheres to a Privacy Policy, which is available on the website.

## **2.7. FOOD AND BEVERAGES**

Under no circumstances, can Members bring food and/or beverages into the Club. Bottled water in plastic containers may be brought into the gym, pool, sauna or tennis courts by users of these facilities. Special dietary foods may be brought into the Club provided advance notice has been given to the Club Manager or staff.

In the interests of safety and hygiene, no crockery or glasses are allowed in the change rooms, gyms, tennis courts or swimming pool areas, spa, sauna or steam room. Club supplied plastic cups and plates may be used in outside areas.

## **2.8. CONDUCT**

The Club Manager and staff members have the right at all times to refuse entry into the Club and facilities to anyone whose behaviour or attire is in their reasonable opinion deemed to be unsuitable or inappropriate. Their decision in this matter will be final.

Appropriate attire for the Club dining and beverage areas is smart casual. Shirts are to remain on at all times, no bare feet and no wet clothing. Uncovered swimwear or attire more appropriate to the pools, spa, sauna, gym and change areas is not permitted.

When Members have contact with the Club Manager and staff they must ensure that their conduct is respectful and courteous at all times.

Members, guests and children are required to consider the comfort and enjoyment of others whilst in the Club. They must refrain from anti-social or disruptive behaviour. They must immediately cease such behaviour when directed to do so by the Club Manager, a member of staff or security personnel. If directed to do so by the Club Manager, a member of staff or security personnel they must immediately remove themselves from the Club and its precincts.

Members and guests must comply with safety notices, other notices and signs, which are displayed in the Club facilities and venues and all instructions issued by the Club Manager and staff.

Liquor licensing laws prohibit the service of alcoholic beverage to any person under the age of 18 years or to any person deemed to be intoxicated within the whole area of the Club and its facilities. Children are not permitted within one metre of the bar (designated by the tiled area) at any time. For the enjoyment of Members and Guests the liquor licensing laws are strictly enforced. BPPC encourages harm minimisation.

## **2.9. CHILDREN**

Children, defined as persons under the age of 16 years, are encouraged to use the Club facilities and venues with their families but they must be accompanied and properly supervised at all times by the Member or guest, unless the child is attending an organised Club activity supervised by another adult.

**Children are not permitted under any circumstances whatsoever to use the spa, steam room, sauna or gymnasiums.**

## **2.10. SWIMMING POOL**

The swimming pools and spa at the Country Club provide opportunities for Members and guests of all ages to enjoy a wonderful experience in pleasant surroundings. However, the nature of swimming pools and spas is such that they can be dangerous places if they are not used correctly. The rules are designed to ensure that enjoyment is maximised and danger minimised.

The Club Manager and staff have the right to reserve the lap pool at certain times for adults only and to reserve sections for aqua aerobics and other activities at their discretion. Details of these events will be posted in the monthly Club calendar.

Members and their Guests and children use the swimming pool at their own risk. Most times a pool attendant will not be in attendance and will only be engaged where regulations require.

Compliance with all rules and regulations posted around the pool is obligatory.

If in the reasonable opinion of the Club Manager or a member of staff overcrowding occurs they may restrict entry to the pool by Members and Guests.

Children must be accompanied and directly supervised in the pools and pool areas at all times by an adult person over 18 years of age.

Every child under the age of 5 years is, at all times, to be within one arm's length of the supervising adult while in a pool.

For health and hygiene reasons, Members and guests are recommended to shower prior to entering the pools or spa. The use of outside showers near the spa and sauna area is provided for this purpose.

Radios, lilos, balls and anything, which the Club Manager or staff considers to be detrimental to the enjoyment of users of the pools are not permitted to be used in the swimming pool or spa. It is not permitted to hang clothes and towels over the pool fences.

Running, ball playing, jumping, diving or noisy or hazardous activity is not permitted around the pool areas or in the pools and spa.

Children 10 years of age and under should use the children's pool (otherwise known as the lagoon pool). In non-peak times, children may be permitted in the lap pool under adult supervision. For Workplace Health and Safety reasons, babies who are not toilet trained or who are still wearing nappies are not permitted in the lap pool. Babies using the lagoon pool must wear approved waterproof nappies at all times. Aqua games and aqua toys are only permitted in the lagoon pool.

Appropriate swimwear is required to be worn when using the pools and spa. Undergarments alone are not considered appropriate attire in the pool, spa, and sauna or steam room. Proper swimwear must be worn in and around these facilities.

Members and guests should not enter or exit the pool through the main doors of the Club when in wet clothes or swimwear but must dry off and cover up (outside or in a change room) before entering the club.

## **2.11. GYMNASIUMS**

The two gyms are neither suitable nor available for heavy gym work such as boxing and calisthenics and such activities are not permitted. Physical activities outside the gym rooms are strictly prohibited.

Members and guests using the gyms must be appropriately attired in gym shoes and gym clothing, and carry towels. Gym equipment must be cleaned with a towel or disinfectant cloth after each use. Members must accompany their guests in the gym at all times.

During busy periods, 20 minutes is the maximum time allowed for an individual's use of an item of equipment.

Guests are not permitted to use the gyms in the peak times between 5:30am to 9:00am and between 6:00pm and 9:00pm Monday to Friday or at other times determined by the Club Manager or the staff.

Children under 16 years of age are not permitted inside gymnasiums. Junior Members must be supervised by an adult at all times.

Where a member or guest suffers an injury, for example a cut and subsequent bleeding, they must report this incident to the Receptionist on duty as a matter of urgency.

## **2.12. PERSONAL TRAINERS**

Owners may invite Personal Trainers into the Club, gym and pool subject to the following conditions:

- Completion of an application form by the Personal Trainer
- Payment of a monthly fee exclusive of GST which is currently:
  - ⊖ \$100 for 1 – 2 days/week gym use
  - ⊖ \$200 for 3 – 4 days gym use
  - ⊖ \$300 for 5 – 7 days gym use



- Personal Trainers must sign into the Club on each visit.
- Wear a Personal Trainer identification badge while in the Club
- Comply with the instructions of the Club Manager or staff member or immediately leave the premises
- Personal trainers are not permitted to use gym equipment except to show clients the safe use of the equipment.
- Personal trainers must consider the comfort and well-being of members and keep noise and talking to a minimum.

### **2.13. CHANGE ROOMS**

Showers in change rooms are for short duration rinsing only. Members must not remove any supplies provided and should ensure that they leave the area in a clean and tidy state. Children over 10 years of age must use the changing rooms designated for their own sex.

### **2.14. LOCKERS**

Lockers are available for use on payment of a key deposit of \$2.00 and refundable once returned.

Locker contents left at close of business will be removed and disposed of if not collected within 3 days. Property in lockers is stored at the Member's risk.

### **2.15. TENNIS COURT BOOKINGS & USE OF THE COURTS**

Tennis courts are available for use from 8 am to sunset all year when the Club is open.

Members may only book one court at a time for a maximum of two hours. Bookings up to 14 days in advance will be accepted.

Daily booking for a session is to be made at the reception desk or by telephone after 9:00am.

Members and guests must be properly attired in shirts and tennis shoes.

Members and guests must check in at the Club reception prior to using a court. Members failing to attend within 15 minutes of the allotted time will forfeit their booking.

The court must be promptly vacated at the end of a session.

Tennis coaching is allowed for members only and will incur a fee similar to Personal Trainers (see section 2.12).

Use of the tennis courts by groups of young children do so at the sole risk of the Group's Supervisor.

## **2.16. PARKING**

Vehicles must be parked in marked spaces in the car park. Only members or guests with a disability tag may park in areas reserved for the disabled.

All parking area incidents or damage to Club property must be reported to the Receptionist on duty without delay.

## **2.17. SECURITY**

To ensure security of Community Association property, all doors, gates and other access points must be closed when entering or leaving the premises.

# **3. OUTLYING VENUES AND BUILDINGS**

The Community Hall, Silkstone Park, the Village Green, BBQ areas and other designated venues within the Community property are managed by the Country Club. The Club Manager has responsibility for bookings and management of these facilities within policy guidelines established by the CA Exec.

Applications to use venues must be made to the Club Manager or staff at least 3 working days prior to the use.

Organised activities of any kind, personal trainers and non-members are not permitted to use or train on any Community Association property unless approval has been given by the Club Manager or staff.

Hiring charges for these facilities will be reviewed annually and a current schedule of charges is available from the Country Club reception or in the 'Policies' section on the website. The CA Executive reserves the right to control all usage of the CA facilities and to decide on their use and the conditions attached to their use. This includes the following:

- The application of surety deposits to cover damage, cleaning, disruption to surrounding resident comfort and parking;
- The refusal of an application where it is considered to not be in the best interests of the community;
- The fees required to hire the facility;
- All catering including food & beverage, liquor licensing and staffing of functions;
- Conditions attached to the use of facilities, including but not limited to noise control, times of usage, parking, games and activities.

All incidents, injuries or harm befalling a Member, guest or other must be notified to the Receptionist on duty as a matter of urgency.

### **3.1. BBQ AREA**

The BBQ area is seen as an extension of a resident's outdoor balcony and/or outdoor recreational area. The BBQ area is designed to allow residents to cook and entertain friends and family in an informal environment. The area is not designed as a venue for large groups and amusement devices.

Terms and Conditions governing the use of the BBQ area are held at Reception. When booking the venue, Members must sign the booking form acknowledging they have read, understood and will comply with the Terms and Conditions.

The only type of cooking equipment allowed beyond the BBQ plates is portable trolley style spit roasts that can be moved by a single person. Prior permission must be sought from the Club Manager before bringing such equipment onto the estate. Pizza ovens, ice cream vans and other large catering equipment is not allowed. There is a designated area where the spit roast can be deployed.

Jumping Castles no larger than 7m x 7m can be erected in the designated area; however they must be secured with sandbags (not pegs). As with spit roast equipment, prior permission must be obtained from the Club Manager. No other amusement ride/attraction is permitted.

### **3.2. COMMUNITY HALL**

The Community Hall can host up to 100 guests for a seated dining event, or 150 as a canapé, stand-up event. The Hall may be hired for half day or full day activities. The booking information booklet and Terms and Conditions are held at Reception or under 'Policies' on our website.

### **3.3. ADMINISTRATION BUILDING**

The Admin Building has a number of meeting rooms that can be used for strata related business or for small group meetings. When not needed by residential groups, they can be rented to external agencies to generate revenue for the Community. The Admin Building Booking Form is available on the 'Policies' section of the website.

## **4. ENFORCEMENT OF RULES**

The Club Manager as the Licensee has statutory responsibilities under the Liquor Act 2007 to control the behaviour of Members and guests within the licensed premises. The Club sub-Committee and Manager will enforce those obligations and these Rules using a range of reasonable sanctions from issuing warning letters to banning offenders for periods of time depending upon the circumstances of the breach. To ensure consistency, the Manager will apply the Rules across the whole of the Country Club and venues.