

YARRAWONGA MULWALA GOLF CLUB RESORT

Policy Name: **MOTORISED CART STORAGE (AGREEMENT) POLICY**

Statement: Yarrowonga Mulwala Golf Club Resort is committed to ensure that all motorised carts and electric buggies are suitably and safely stored on the premises of YMGCRC for the duration of a member's tenure.

Definition: In its simplest form, a golf cart is a small vehicle for transporting golfers and their equipment around a golf course. A golf cart may be powered by petrol, traditional battery or lithium battery power.

Policy: This Policy has been introduced to provide a fair and equitable arrangement for electric buggies and motorised cart storage. It has been introduced to specifically ensure Members with cart storage are not disadvantaged in a spousal arrangement and to ensure Members on a cart storage wait list are not disadvantaged by purchase agreements, which may circumvent the wait list process. Motorised cart and electric buggy storage are for Full and 6-Day financial Members only.

The Risk & Compliance Committee will regularly monitor this policy.

Procedure:

- a) A Member (or in the case of jointly owned carts – both Member/s) will be required to sign an “On-Site Motorised Cart Storage Agreement” (hereinafter referred to as the ‘Storage Agreement’) and pay the prescribed annual fee (or pro-rata part thereof).
- b) The Cart Storage fee is then payable annually with the Membership renewal. Failure to pay such cart storage fee will result in the loss of cart storage space.
- c) Cart storage spaces are NOT transferable. There are limited scenarios available to Owners to add parties to a ‘Storage Agreement’ set out below.
- d) If a member vacates the motorised cart storage space, for whatsoever reason, they will be given a pro-rata refund (if applicable) when the vacated space is re-let to another Member on the waiting list.
- e) Members who store their motorised carts and electric buggies at YMGCRC will be required to ensure that their motorised cart and electric buggy is serviced regularly and complies with all safety requirements.
- f) Annual tagging and inspection of chargers and leads will be conducted by a qualified electrician and such cost will be paid by the Member as a part of their annual membership subscription fee.
- g) Motorised carts and electric buggies stored at YMGCRC will not be covered by insurance for loss, damage or theft. All Members storing Golf Carts will be required to maintain, as a minimum, Public Liability insurance cover for their own motorised carts.

Non Transferable Agreement

- h) If a motorised golf cart is sold by one Member to another Member and the original owner had a Golf Cart storage space, that space is NOT transferable to the new owner. The motorised cart must be immediately removed from storage at YMGCRC at the time of sale and the space will be re-allocated to a member next on any wait list.

Spousal Agreements

- i) Where a cart is owned by Members in a spousal or domestic relationship, should one person cease being a member (whether by reason of death, retirement or otherwise) the remaining Member may retain the cart storage space.
- j) Should the remaining Member enter into a new spousal or domestic relationship, provided the new partner holds a relevant membership level, they may be entered onto the ‘Storage Agreement’ without needing to progress through the Waiting List.

Non-Spousal Shared Agreement – One Party OUT

- k) If a stored Golf Cart is jointly owned in a non-spousal or domestic relationship, where both parties appear on the ‘Storage Agreement’, and one-party ceases to be a member (whether by reason of death, retirement or otherwise) then the remaining Member may retain the golf cart storage space.

Non-Spousal Shared Agreement – New Party IN

- l) If Member (A), who holds a golf cart storage space, enters into shared agreement where another Party (B) purchases a share of a stored cart, provided Party (B) holds a relevant membership level, Party (B) must join and then progress through the Waiting List before they can have their name formally added to the On-Site Motorised Cart Storage Agreement.
- m) Should Member (A) above, cease to be a party to the original ‘Storage Agreement’ (whether by reason of death or otherwise) the remaining Party (B) will need to have progressed through the Waiting List and been offered a storage position.
- n) Should Party (B) not have attained a position and had their named added to the ‘Storage Agreement’ at the time Party (A) ceases to be involved, the stored Golf Cart will need to be removed and the storage space offered to the next Member on the Waiting List.

Relevant Legislation: Nil

Related Documents: On-Site Motorised Cart Storage Agreement
Golf Cart – Rules of Use

Related Policies:

Original Policy - Promulgated Date:		25 October 2023
Amendment Made:		
No:	Date	Summary of Amendment:
1.	18 Dec 23	No policy amendment – clarification of some wording. Set out Spousal and Non-Spousal into easy-to-read format.
2.		
3.		