



MILLBROOK

Country Club

Contents

Rules and Constitution

October 2014

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The Millbrook Country Club

Rules and Constitution

1. Name

1.1 The name of the club is “The Millbrook Country Club” (“the Club”).

2. Constitution of the Club

2.1 The Club is a non-proprietary, non-equity club, the proprietor and sole manager of which at the date of these Rules is Millbrook Country Club Limited (“MCCL”). MCCL will from time to time grant Memberships in the Club to approved applicants pursuant to these Rules.

3. Objects of the Club

3.1 The objects of the Club are to establish, maintain and conduct a golf and country club for the use and enjoyment of the Members of the Club, to encourage sporting and social activities among the Members of the Club and generally to afford to the Members all the usual privileges and advantages of a private Members golf and country club. The privileges and benefits offered to members are updated regularly and are available on the Millbrook website

4. Rights and Liabilities of Members

4.1 Subject to the particular rights attaching to each category of membership, each Membership constitutes a non-exclusive licence for a Member and such Member’s Spouse and permitted family members and Guests to use and enjoy, in common with the other Members of the Club and such other persons granted access rights under Rule 8.3, the Golf Course and all present and future Club sporting and recreational facilities provided for Members of their category of Membership at Millbrook Resort from time to time, in accordance with the Rules and any Bylaws and upon the payment of Club Dues, fees, and other charges established by MCCL from time to time.

4.2 Memberships are offered exclusively for the purpose of permitting persons obtaining Membership privileges to obtain the recreational use of the Club Facilities. Membership is non-equity and non-participatory. Membership does not imply any right or privilege to participate in or to administer business policies of MCCL or of the Club or maintenance of the Club Facilities and is not an investment in MCCL, the Club or the Club Facilities.

4.3 MCCL as owner and manager of the Club will pay all operating deficits and retain all operating surpluses, and Members will neither be subject to assessments in the event of an operating deficit nor eligible for payments of any

amounts in the event of surplus. No Member shall, by reason of their Membership, be under any financial liability except for such payments as are properly due to MCCL in terms of their Membership and these Rules.

- 4.4 Members are not entitled to receive any income, dividends or other distributions from the operation of the Club. Members are not subject to assessments for the costs of constructing the Club Facilities or for any capital improvements to the Club Facilities.
- 4.5 Members will have no voting privileges and will not be permitted to become involved in the management or operation of the Club (with the exception of participation on the Membership Committee as set out in Rule 13 and Board of Governors as set out in Rule 6).
- 4.6 Membership will cease upon the death of the Member (or the death of the Member's Spouse pursuant to Rule 12.3(b)), upon the surrender of Membership pursuant to Rule 16.2, upon the resignation of the Member pursuant to Rule 17 or upon the expulsion of a Member pursuant to Rule 20.2.
- 4.7 New members will be provided with this document by MCCL and existing Members are entitled to receive a copy of these Rules on request to MCCL.

5. MCCL to provide Club facilities

- 5.1 MCCL will in accordance with these Rules provide the Club with the use of the sporting and recreational facilities, including the Golf Course, and the Clubhouse at Millbrook Resort, Queenstown Lakes District in New Zealand, together with appropriate ancillary facilities such as tennis courts, gymnasium, pool and everything reasonably necessary for the carrying on of the Club in accordance with its objects and these Rules.
- 5.2 Access rights conferred by this agreement are the main avenue with car parking in the main hotel carpark. This agreement does not convey access rights over any of the other private roads or carparks within the resort.
- 5.3 MCCL will be solely responsible for all expenses incurred in providing such amenities and for the engagement and payment of management and staff for maintaining such amenities, catering, and for all other matters, including the expenditure of money.
- 5.4 MCCL will manage and operate the Club Facilities, and will have the exclusive authority to establish, set and vary Club Dues, fees, rules and regulations, and control the management and affairs of the Club Facilities.
- 5.5 MCCL will ensure that all facilities offered to members are maintained to a high standard in accordance with the members needs.

6. Board of Governors

- 6.1 There shall be a Board of Governors in office comprising of 6 members in total: 3 members appointed by the Owners' Committee elected pursuant to Rule 7.2 and 3 members appointed by the Membership Committee pursuant to Rule 13.5. The Board of Governors will elect their own chairman from one of the three representatives of the Owners' Committee. In the event of votes which are tied, the chairman shall have the casting vote.
- 6.2 The Board of Governors is an advisory board that will have no power to bind MCCL or the Club in any way nor have any general duty to Members. The principal roles of the Board of Governors shall be:
- (a) To discuss and liaise with MCCL on strategic issues relating to the Club;
 - (b) To discuss and liaise with MCCL on Club Facilities and infrastructure;
 - (c) To make recommendations to MCCL on policies which ensure the number of Members does not exceed the reasonable numbers to which Membership should be limited to ensure reasonable and satisfactory access to Club Facilities by Members in accordance with their Membership entitlements; and
 - (d) To make recommendations to MCCL on the amounts to be charged for Club Dues and any changes to such amounts.
- 6.3 At each meeting of the Board of Governors there must be a quorum of 4 members. Members can attend via teleconference or other electronic means (eg Skype).

7. Owner-Members' Committee

- 7.1 MCCL recognises that Members who are also owners of residential property at Millbrook Resort (in these Rules "Owner-Members") have particular interests which may differ from non-owner Members. These interests arise out of the rights and obligations of Owner-Members as property owners at Millbrook Resort, and their use and enjoyment of the Club Facilities. In particular, MCCL acknowledges that:
- (a) Owners of residential property at Millbrook Resort are required to be Members of the Club in order to access certain facilities at Millbrook Resort;
 - (b) The success and strength of the Club and its membership programme may have an impact on the resale value of residential properties at Millbrook Resort; and

- (c) The relative financial position of MCCL (as owner of the Millbrook Resort and as proprietor and manager of the Club) may also have an impact on the resale value of residential properties at Millbrook Resort.
- 7.2 The Owner-Members will elect from their number a committee of up to 6 representatives (“the Owners’ Committee”). The election of the Owners’ Committee will take place at the annual meeting of Owner-Members. Election of the Owners’ Committee will be by way of majority vote with each Owner-Member having one vote. In the event of casual vacancies on the Owners’ Committee the other members of the Owners’ Committee may appoint replacements. Such replacement members will retire at the next annual meeting of Owner-Members but will be eligible for election at that meeting.
- 7.3 The members of the Owners’ Committee will select from their number a Chairman of the Owners’ Committee, to hold office until the next annual meeting, and the 3 representatives to sit on the Board of Governors.
- 7.4 The purpose of the Owners’ Committee is to represent the common interests of all the owners of residential properties within the legal boundaries of Millbrook Resort. In particular the Owners’ Committee will:
- (a) Establish and maintain an effective and mutually constructive working relationship with MCCL, its affiliates and any successor entities in respect of property-related matters;
 - (b) Represent Owner Members’ interests in all discussions with MCCL on the Estate Framework Agreement (which determines the levying of estate charges to residential property owners at Millbrook Resort), including:
 - (i) Negotiating on an annual basis (or at such other intervals as appropriate) the proposed expenditure on activities embraced by estate charges including changes of priority between various categories of expenditure, particular one-off expenditure on major repairs or improvements, the efficiency of expenditure in any category and any other significant issues related to these expenditures;
 - (ii) Agreeing with MCCL the actual amount of estate charges to be levied on residential property owners and the basis of allocation; and
 - (iii) Consideration of the common services provided to residential and other properties at Millbrook Resort;
 - (c) Advise Owner-Members on costs and levies applied by other entities, including Queenstown Lakes District Council, and provide effective

representation for the interests of Owner-Members where this is required;

- (d) Consider any proposed zoning changes and any other planning issues which may directly or indirectly impact on residential properties at Millbrook Resort, and commission expert advice when considered appropriate;
- (e) Liaise with MCCL on the property design criteria and building standards applied to proposed new residential and commercial properties at Millbrook Resort in order to maintain the integrity and character of Millbrook Resort;
- (f) Liaise with MCCL on the process and standards applicable to renovation and modification of existing residential properties;
- (g) Review the general maintenance of Millbrook Resort and all its facilities including the standards being applied;
- (h) Liaise with MCCL on the continuing development of property within Millbrook Resort and ensure that the effects on values of existing properties and the environment of Millbrook Resort are properly considered.
- (i) Keep abreast of any changes in ownership of MCCL and of the property business and enterprise owned by MCCL.
- (j) If necessary give consideration to ongoing ownership options and advise and consult with Owner-Members.
- (k) Liaise with MCCL on any proposed new or amended plans or policies that affect Owner-Members; and
- (l) Do anything else necessary or helpful to achieve the above purposes.

provided that nothing in these Rules is intended to permit the Owners' Committee to interfere with or vary any contractual rights and responsibilities that Owner-Members may have with MCCL under any separate contractual arrangements.

8. Membership Programme

8.1 Categories of Membership

At the date of adoption of these Rules (October 2014), the following categories of Membership have been granted:

(a) **Special Memberships:**

Founder Membership, Charter Memberships, Honorary Memberships, Friends of Millbrook and Vacation Memberships.

The categories of Founder and Charter Memberships are now closed, as these relate to the establishment of the Club. Memberships of the other categories may only be granted or withdrawn with the approval of the board of directors of MCCL.

These categories of Membership attract no Club Dues.

(b) **Local Memberships:**

(i) Residential and Non-Residential Individual Memberships with Family Associate Member Privileges;

(ii) Residential and Non-Residential Corporate Memberships with Associate Member Privileges.

These categories of Membership were closed on 1 August 2005, and were replaced by the category of Family Memberships, detailed below.

(c) **Overseas Memberships:**

(i) Residential and Non-Residential Individual Memberships with Family Associate Member Privileges;

(ii) Residential and Non-Residential Corporate Memberships with Associate Member Privileges.

These categories of Membership were closed on 1 August 2005, and were replaced by the category of Family Memberships, detailed below.

(d) **Family Memberships**

This category of Membership has been offered from 1 August 2005 and is detailed further in Rule 9.1.

(e) **Multiple Owner Memberships**

This category of Membership has been offered from 16 March 2006 and is detailed further in Rule 9.2.

(f) **Next Generation Membership**

This category of Membership will be offered from October 2013 and is detailed further in Rule 9.3.

(g) **Gym only Membership**

This category of Membership will be offered from October 2013 and is detailed further in Rule 9.4.

8.2 MCCL reserves the right to create further categories of Membership from time to time.

8.3 MCCL also reserves the right to grant special access rights to all or any of the Club Facilities to casual users, Hotel guests and such persons as MCCL considers to be important including associates of the directors or shareholders of MCCL and visiting dignitaries, provided that such access rights do not materially derogate from the rights conferred on Members under these Rules.

9. Membership Privileges

9.1 Family Memberships

These Memberships are available to both residential property owners at Millbrook Resort and non-residential property owners. Members and their permitted family members (which includes the Membership Holder's Spouse at the date of application for membership and the Membership Holder's children) are entitled to use the Golf Course and all present and future Club sporting and recreational facilities as provided for Members at Millbrook Resort by MCCL from time to time, in accordance with these Rules and any Club Bylaws.

If an Owner-Member sells the residential property at Millbrook Resort, the Membership Holder is entitled to retain the Membership, and the purchaser of the property will be required to apply for a new Membership.

The specific rights and privileges of Family Memberships, which extend to Child Members and Youth Members, are determined by MCCL from time to time (in consultation with the Board of Governors) and will be published on the Millbrook Resort website and provided to Members upon request.

9.2 Multiple Owner Memberships

These Memberships are available only to residential property owners at Millbrook Resort.

A Multiple Owner Membership may be sought where the residential property is owned by 2 or more individuals as tenants in common, or by registered companies or other incorporated entities. It is not available for trustees of family trusts.

A Multiple Owner Membership comprises a Family Membership plus up to 3 additional memberships, which may be purchased separately (“Supplementary Memberships”).

One of the owners, or if the owner is a company or corporate entity one of the directors, shareholders or office holders, must apply for a Family Membership. If that person is a shareholder, the person must hold at least 20% of the voting shares in the company. The other persons holding Supplementary Memberships must each hold an equity interest in the property of at least 20%, whether directly or through a shareholding in a property-owning entity.

The holder of the Family Membership will be the “Cornerstone Member”. If at any time the Cornerstone Member ceases to be a co-owner or officer or shareholder of the entity, one of the Supplementary Members must upgrade to a Family Membership and become the new Cornerstone Member.

All Supplementary Memberships will have the rights and privileges of a Family Membership. Any of the Supplementary Memberships may be upgraded at any time to a Family Membership by payment of the difference in price between the two categories of membership.

If there are more than 4 individuals comprising the property owner, or if there are more than 4 directors, shareholders or office holders of the property owner, who wish to have full membership rights, a further Family Membership must be purchased.

All Supplementary Memberships will lapse upon the sale of the underlying property unless they are upgraded to Family Memberships at that time. The Family Membership may be retained by the then Cornerstone Member.

Nominated individuals and their permitted family members are entitled to use the Golf Course and all present and future Club sporting and recreational facilities as provided for Members at Millbrook by MCCL from time to time, in accordance with these Rules and any Club Bylaws.

The specific rights and privileges of Multiple Owner Memberships are determined by MCCL from time to time (in consultation with the Board of Governors) and will be published on the Millbrook Resort website and provided to Members upon request.

9.3 Next Generation Membership

This category of Membership is essentially a Family Membership except that it is only available to children or grandchildren of existing Family Members. Next Generation Memberships attract a 50% discount on the Application Fee.

9.4 Individual Youth Extension Membership

This category is open to children of the holders of Family Memberships who are between the ages of 24 and 30 (inclusive at the start of the Membership Year). By definition they are too old to be Child Members or Youth Members and therefore no longer entitled to the relevant Membership privileges under the Family Memberships category. These children can apply for an annual extension to their parents' Family Membership upon payment of the additional Annual Dues per child notified by MCCL from time to time (currently \$1200 incl GST per child per Membership Year). The extension can be applied for in any year during which the relevant child is aged between 24 and 30 and does not have to be taken consecutively.

Youth Extension Members will be issued with their own Membership Card and Club Account however this account must be underwritten by the relevant child's parents.

10. Payments required from Members

- 10.1 Fees and dues will be payable to MCCL by Members upon joining the Club and to maintain Membership and the amounts payable in each category shall be as set by MCCL from time to time in consultation with the Board of Governors.
- 10.2 Application fees paid are non-refundable in the event of termination of a Membership and will only be refunded if an application for Membership is rejected by MCCL and the Membership Committee.

11. Variation of Membership Programme

- 11.1 MCCL may from time to time and in consultation with the Board Of Governors review the categories of Membership and their access rights, privileges and terms, as MCCL may consider in the best interests of the Club but not in a manner which is injurious to the nature and quality of existing Memberships at that time.
- 11.2 MCCL will in consultation with the Board of Governors limit numbers of Memberships to ensure that all Members have reasonable and satisfactory access to the Club Facilities in accordance with their Membership entitlements.
- 11.3 The access rights and privileges of Membership and the payments to be made to MCCL in respect of Memberships and other Club privileges are as set out in

Rules 9 and 10 and also as published on the Millbrook Resort website, and as amended from time to time after consultation with the Board of Governors.

12. Applications for Membership

12.1 All applications for Membership shall be made on the appropriate application form obtainable from MCCL as required to process applications and shall be accompanied by the required Application Fee.

12.2 Any application for Membership may be rejected at the discretion of MCCL (upon the recommendation of the Membership Committee), and neither MCCL nor the Membership Committee will have any obligation to provide or disclose to the applicant or any other person the reasons for disapproval or rejection of any application. No applicant will have any recourse against MCCL or the Membership Committee upon a rejection of any application.

12.3 A person may become a Member either by:

(a) Approval of New Membership

By application to the Club for Membership, in the appropriate form, and approved for Membership by MCCL and the Membership Committee;

(b) Addition and/or Substitution of Spouse's Membership – Family Memberships

(i) If the Member (if an individual) does not have a Spouse at the time Membership is granted, the Member can later add a Spouse to the Membership with the prior approval of MCCL and the Membership Committee (which will not be unreasonably or arbitrarily withheld). Once approved as the Spouse, and payment of any fee payable to MCCL, that person will be entitled to exercise all rights of Membership as if he or she was the nominated Spouse of the Membership Holder at the original date of application for Membership (including the rights set out in Rules 12.3(b)(ii) and 12.3(b)(iii)).

(ii) If the marriage, civil union or relationship of the Membership Holder and that person's Spouse is dissolved or otherwise ends, and the Membership Holder or Spouse does not wish to resign his or her Membership, a Membership Holder and his or her Spouse may apply to MCCL to split the Membership effectively into two separate Family Memberships, each with its own Club Account. If MCCL agrees to such split the Membership rights and privileges attaching to each subsequent Membership will only extend to the nominated Membership Holder (ie one adult per Club Account) together with the children originally comprised

within the Family Membership, and will not extend to any further Spouses of the respective parties.

- (iii) If, having split the Membership pursuant to Rule 12.3(b)(ii), the original Membership Holder and/or the original Spouse then enter into a new relationship, and wish for a new Spouse to be entitled to Membership rights and privileges, the Membership Holder and/or original Spouse must either:
 - A. Procure the resignation of one of the original Membership Holder and/or Spouse as a Member of the Club, which then means there is only one Membership Holder (and Club Account). The continuing Membership Holder is entitled then to nominate a new Spouse as set out in Rule 12.3(b)(i) together with any additional children of the relationship; or
 - B. Apply for a new Family Membership pursuant to Rule 12.3(a), upon payment to MCCL of a new application fee and any applicable administration fee.
- (iv) In the event that either the Membership Holder or the person named as the Member's Spouse in the original application for Membership dies or resigns their Membership pursuant to Rule 17, the continuing Member or Spouse shall have the right, subject to approval from MCCL and the Membership Committee, and payment of any applicable administration fee, to substitute another person who qualifies as the person's Spouse to exercise all Membership rights as if that person were originally named in the application for Membership, with effect from the date of approval by MCCL and the Membership Committee.

- 12.4 MCCL reserves the right to charge an administration fee to cover the costs involved in approving any of the matters set out in this Rule 12 (including separating Members' Club Accounts, and taking any independent legal advice to resolve issues arising out of this Rule 12), and to further regulate the substitution of Members by way of bylaws.

13. Membership Committee

- 13.1 The Membership Holders will elect from their number a committee ("the Membership Committee") comprising up to 6 Members.
- 13.2 The Membership Committee will be appointed annually by the Members at their annual meeting and each appointment is for a period of 2 years. If more nominations than vacancies occur, an election will be held. After four consecutive terms Members are expected to retire.

- 13.3 At the first meeting of the Membership Committee after the annual meeting, the Committee will elect a chairman for the upcoming year.
- 13.4 The role of the Membership Committee will be:
- (a) To work with MCCL management to create an enjoyable and rewarding environment for Members;
 - (b) To facilitate communication between Members and MCCL;
 - (c) To foster and promote the interests of Members;
 - (d) To make recommendations to MCCL on the approval of or declination of applications for Membership;
 - (e) In consultation with MCCL management, to plan an annual calendar of golf and social activities for and on behalf of Members;
 - (f) To undertake such other activities and responsibilities as requested by the Members generally, including observing and monitoring:
 - (i) the maintenance of standards of the Golf Course, the Clubhouse and other Club Facilities;
 - (ii) the standards of service offered by the Club;
 - (iii) the granting of limited or special category Memberships;
 - (iv) changes in the number of professional golfers accorded privileges pursuant to Rule 27;
 - (v) changes in the amounts payable by way of Green Fees;
 - (vi) whether the rights of Members are being unduly affected by Guests;
 - (vii) whether the rights of Members are being unduly affected by tournaments or corporate golf days;
 - (viii) the closure of any Club Facilities or any parts of it pursuant to Rule 35;
 - (ix) Changes in the scope of Club Facilities introduced by MCCL.
- 13.5 The Membership Committee will each year appoint three Members to the Board of Governors pursuant to Rule 6.1.

- 13.6 The Membership Committee will meet monthly during the active season. The quorum for a meeting of the Membership Committee is 4 Members.
- 13.7 Meetings of the Membership Committee may be attended by representatives of MCCL including the Membership Co-ordinator, the director of golf, and the Pro Shop representative. Such MCCL representatives do not form part of the Membership Committee or quorum and are guests of the Committee only.
- 13.8 The Membership Committee may appoint from its membership a subcommittee which is authorised on behalf of the Membership Committee to act and make decisions to resolve any issues or conflicts the Committee has with MCCL that have been unable to be resolved.

14. Membership Obligations

- 14.1 The names of Members shall be entered on the Register upon approval under Rule 12. The Member shall be notified immediately by MCCL of such approval and registration as a Member.
- 14.2 Upon the name of a Member being entered upon the Register there shall come into effect a contract between the Member and MCCL in terms of these Rules. Such contract extends to a responsibility by the Member for all persons using the Club Facilities pursuant to the rights of such Membership and includes an obligation to ensure all such persons observe these Rules.
- 14.3 There shall be no rights or obligations between Members inter se and these Rules shall not be deemed to give rise to any partnership or association between Members inter se. The liability of Members shall be several and not joint.
- 14.4 Members shall only have a contractual right to use the Club Facilities:
- (a) During the period commencing on the date that a Member's name is entered on the Register and ending on the date that a Member's name is removed from the Register (subject to any periods of suspension pursuant to Rule 20.1); and
 - (b) Strictly in accordance with these Rules and the any Bylaws. A Member shall not be deemed to have any lease, tenancy or other interest in relation to the Club, its assets or premises.
- 14.5 Every Member and person utilising Member's privileges shall be deemed to agree to be bound by these Rules and in particular agrees:
- (a) To make payment of amounts properly due to MCCL in terms of such Membership and these Rules;

- (b) That the signing of an Application for Membership, together with acceptance by MCCL of the application and the Application Fee, shall be conclusive evidence of such agreement.

14.6 Members will be issued with Membership Cards pursuant to Rule 15 which they may be asked to show on demand. Failure to produce such Membership Cards upon demand will entitle the staff of MCCL to withhold his or her Membership privileges.

15. Membership Cards

15.1 A person whose name is entered on the Register as the Membership Holder is entitled to receive a Membership Card, which shall remain the property of MCCL.

15.2 Additional Membership Cards shall be issued to the Member's Spouse and children over the age of 12 years without any further fee.

15.3 The Membership Card shall detail the Member's name and Club Account number. MCCL reserves the right to require photographs to be included on the Membership Card. Membership Cards are valid for 12 months and will be reissued or renewed upon payment of the Club Dues for the next Membership Year.

15.4 The holders of Membership Cards must produce their Membership Card each time they use any Club Facility or apply for any discounted goods or services at Millbrook Resort. MCCL reserves the right to deny any person his or her Member's privileges if a Membership Card is not produced.

15.5 All Members and nominated family members must produce (and temporarily surrender, where necessary) their Membership Cards when using any Club Facilities at Millbrook Resort in order to receive privileges and discounts. This includes any administration process (signatures etc) as deemed appropriate from time to time. Guests of Members will only be entitled to privileges on the production of a valid signed Members Guest card.

15.6 In the event that a Membership Card is lost or mislaid, it should be reported to the Membership Co-ordinator immediately. The Club Account relating to that Membership will be suspended and placed on "call security". Until notification of card loss or theft is received, in writing, by the Manager, the Member shall be responsible for all charges placed on the account.

15.7 Where a Membership Card is lost or destroyed, MCCL shall, on application by the Membership Holder, issue a replacement Membership Card pursuant to Rule 15.10. For each new Membership Card replaced, a charge covering the cost of the replacement card and administration fees will be placed on the Member's Club Account.

- 15.8 During the period that the Membership Card is lost or mislaid, and before the replacement Membership Card has been issued, a Member may use the facilities if verification of the Member's status can be confirmed by either the Manager or another Member and a signature of verification is acquired. In such cases, the signatory will be held responsible for payment of any accrued charges not paid by the Member.
- 15.9 Membership Cards may not be used by any person other than the person to whom it is issued. Membership Cards are not transferable.
- 15.10 The application for a replacement Membership Card shall be accompanied by:
- (a) a statement in writing that the Membership Card has been lost or destroyed, and has not been pledged, sold or otherwise disposed of, and, if lost, that proper searches have been made;
 - (b) an undertaking in writing that if it is found or received by the Member it will be returned to MCCL; and
 - (c) an indemnity from the Membership Holder on such terms as MCCL may reasonably require.

16. Transfers of Memberships

- 16.1 There shall be no entitlement to transfer Memberships whether under these Rules or otherwise.
- 16.2 Memberships may be substituted as set out in Rule 12.3(b).

17. Resignations

- 17.1 Non Residential Members may resign their Membership at any time in writing, signed by the Membership Holder, delivered or sent to the Membership Co-ordinator, MCCL, at the Club address.
- 17.2 Resident Members cannot resign until they have sold their property at Millbrook. Once they have sold then they can resign as per 17.1
- 17.3 The resignation will not be accepted until it has been formally acknowledged by MCCL and shall take effect from the end of the Membership Year in which the resignation takes place. No refund will be made of any Club Dues paid in advance for that Membership Year and the resigning Member shall have full Membership rights until the end of that Membership Year, subject to any substitution of the Member pursuant to Rule 12.3(b).

18. Register

18.1 MCCL shall keep a Register and enter in it:

- (a) the names and addresses of the Members;
- (b) the names and addresses of the Members' Spouses and children
- (c) their category of Membership;
- (d) the date on which the Membership commenced.

18.2 Any change of name or address of any Member shall be notified to the Membership Co-ordinator, MCCL who shall alter the Register accordingly.

18.3 Subject to any applicable law, MCCL shall not, save as herein expressly provided, be obliged to enter on the Register notice of any trust, express, implied or constructive, in respect of any Membership. Membership is personal and may not be granted to the trustees of a family trust.

18.4 Any disputes as to registered details and categories of Members and consequential entitlements will be determined by MCCL whose decision shall be final and binding on all Members.

19. Liens

19.1 MCCL has a first and paramount lien on every Membership and all funds held by MCCL in respect of such Membership for all money (whether presently payable or not) payable at a fixed time in respect of that Membership, including but not limited to all moneys accrued for any credit facilities at the Club or at Millbrook Resort.

20. Conduct and Complaints

20.1 **Conduct - Suspension of Members:** Where MCCL is of the opinion, after proper enquiry and giving the Member involved the opportunity to justify or explain the conduct involved, that the conduct of any Member is injurious to the character or interests of the Club (including the non payment of Club Dues), MCCL may suspend the Member from use of all or any Club Facilities but (if the reason is other than for non-payment of Club Dues) shall give an explanation of its reasons for so doing. Such suspension shall not last for more than 30 days.

20.2 **Conduct - Expulsion of Members:** MCCL may, after proper enquiry and giving the Member involved the opportunity to justify or explain the conduct involved expel from the Club any Member whose conduct in the opinion of MCCL is injurious to the character or interests of the Club or renders the Member unfit to associate with Members of the Club. For the purposes of this clause, the non-payment of Club Dues for a period in excess of 6 months shall constitute

conduct injurious to the character or interests of the Club. MCCL shall give a written explanation of the reasons for expelling a Member. A Member expelled (including any Owner-Member) shall forfeit all rights and privileges of Membership and all rights which the Member shall have against MCCL arising out of the Membership or against its directors servants or agents or any Member and they shall not have any liability to the expelled Member in respect of such expulsion. Notwithstanding the expulsion of a Member, MCCL shall be entitled to continue to pursue the Member for payment of all amounts due to MCCL.

- 20.3 **Complaints:** Complaints concerning any matters affecting the Club shall be made in writing to the Membership Co-ordinator at MCCL, who shall formally acknowledge receipt of any such complaint and deal with the matter accordingly. If the complainant so requires, MCCL shall refer the matter to the Membership Committee or Board of Governors for consultation.

21. Notices

- 21.1 A notice may be served upon any Member either personally or by sending it by ordinary post, by fax or by e-mail addressed to such Member at the address shown in the Register (their "registered place of address") or by leaving it in an envelope at their registered place of address.
- 21.2 Any Member whose registered place of address is not in New Zealand may from time to time notify in writing to MCCL an address in New Zealand which shall be deemed to be their registered place of address.
- 21.3 Those Members who have no registered place of address, may be served notices by a notice posted up on the Club notice board at the Pro Shop or by a notice posted to the electronic notice board on the Millbrook Resort website, which shall be deemed to be served on such Members at the expiration of 24 hours after it is so displayed.
- 21.4 Any notice sent by post shall be deemed to have been served on the day following that on which it is posted and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed and put into the post office or some postal receptacle. A certificate in writing signed by MCCL or any officer of MCCL that the letter, envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.
- 21.5 A notice is taken to be received:
- (a) in the case of a posted letter to an address within New Zealand, on the third day after posting;
 - (b) in the case of a posted letter to an address outside of New Zealand, on the tenth day after posting;

- (c) in the case of a facsimile, on production of a transmission report 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; or
- (d) in the case of an email, when it enters the recipient computer (and is effective when received even if the recipient is unaware thereof).

21.6 An email is deemed to be sent from the place where the sender has its place of business and to be received where the recipient has its principal place of business (or if the sender or receiver has more than one place of business, then its principal place of business, or if it has no place of business, then its usual place of residence).

22. Club Accounts

22.1 MCCL may from time to time implement a system whereby food, beverages, items at the pro shop and other items on sale from time to time at Millbrook Resort may be charged to the account of a Member (the "Club Account"). MCCL shall be entitled to make such rules and regulations with respect to the conduct of the Member's Club Account as it may from time to time consider fit. The lien which MCCL has under Rule 19 shall be deemed to include any moneys which the Member may from time to time owe on the Member's Club Account and MCCL shall from time to time be entitled to prescribe a default rate of interest applicable to arrears in such Club Account.

23. Guests of Members

- 23.1 Members may bring Guests to Millbrook Resort to use the Golf Course and the Club Facilities upon the payment of Guest fees and subject to the following rules:
- (a) A Member entitled to do so may introduce up to and including 3 Guests per day on payment by the Member of the nominated Guest fees.
 - (b) MCCL may restrict the number of Guests able to use the Members Club Facilities on any particular day, (or at prescribed times on particular days), in the best interests of Members.
 - (c) Upon special request made in advance, the appropriate operational manager in his or her sole discretion may permit a Member to bring more than 3 Guests on a particular day on payment by the Member of the nominated Guest fees.
 - (d) All Guests must be accompanied by the Member at all times during the use of any Club Facility unless otherwise permitted by MCCL.

- (e) Each person may only use the Golf Course or the Club Facilities as a Guest of a Member a maximum of 6 times on the Golf Course, and 12 times in the other Club Facilities during each Membership Year, unless determined otherwise by the appropriate operational manager in his or her sole discretion.
- (f) Guests will be charged Guest fees for the use of Golf Course and Club Facilities as determined from time to time by MCCL.
- (g) The Guest's name and address, and the name of the Member introducing them shall be entered in any Guest Book provided for such purpose and payment of Guest Fees shall be made to MCCL before the use of Club Facilities.
- (h) Guests shall be governed by the same rules and regulations as Members and Members shall be responsible for the conduct of any Guest they may introduce to the Club. If the manner, deportment or appearance of any Guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of the Manager, cause such Guest to leave Millbrook Resort.
- (i) Guests who use the club facilities without the Member being present should be issued with a Members Guest card in order to receive Guest privileges. Guests may be asked to show their Guest cards on demand and failure to produce such Guest cards on demand will entitle the MCCL staff to withhold all privileges from that Guest.

24. Youth and Child Members

- 24.1 All Youth Members who have been issued with a Membership Card have full Members' rights and privileges, and will be subject to all obligations of Members, but will not themselves be Members. Child Members are allowed to use all Club Facilities (subject to any restrictions imposed by MCCL or any other statutory restrictions) provided they are supervised by a Member or Youth Member aged 15 or over, or hold a valid handicap certificate or have received prior approval from the golf manager. MCCL reserves the right to change the age at which these restrictions apply as it deems necessary.
- 24.2 When children of Members, or their Guests, are observed breaking the rules or regulations regarding the use of the Club Facilities or otherwise are not behaving reasonably in relation to use of Club Facilities or to other Members or Guests, such conduct will be reported to their parents. If this situation continues after such notification, access may be denied to the Club Facilities for a period to be established by the Manager.

25. Rules and Bylaws

- 25.1 MCCL may from time to time make, alter and repeal all such Rules or Bylaws as it may deem necessary following consultation with the Board of Governors or expedient for the ongoing proper conduct and management of the Club and in particular but not exclusively may by Rule or Bylaw regulate:
- (a) the general management, control and trading activities of the Club (including the operation of Club Accounts);
 - (b) the control and management of the Club Facilities;
 - (c) the management and control of play and dress on the Golf Course;
 - (d) the management and control of any other Club sports or activities;
 - (e) the control and management of all competitions; and
 - (f) the conduct of Members.
- 25.2 A copy of the Rules and any Bylaws in force shall be provided to Members when first registered as Members and from time to time upon request. A copy of any changes in the Rules and of Bylaws or changes to them shall be posted on the Club notice board and on the Millbrook website and shall have effect from the date on which they are so posted. Any changes to the Rules in force from time to time shall be deemed to form part of these Rules.
- 25.3 MCCL shall not make Rules or Bylaws which materially derogate from the rights conferred on Members under these Rules except to the extent reasonably necessary to contribute to the efficient conduct of the Club.
- 25.4 These Rules shall come into effect on and from 31 October 2014 and shall apply to all Members on and after that date.

26. Rules of Golf

- 26.1 The rules of the game of golf as adopted from time to time by the Royal and Ancient Golf Club of St Andrew's, except insofar as they are or may be modified by the body for the time being controlling the game of golf in New Zealand and by these Rules, shall be the rules of the game of golf of the Club.

27. Professional Golfers

- 27.1 MCCL may from time to time allow professional golfers special playing privileges provided that MCCL considers such privileges to be in the interests of Members. Such privileges may be conferred on such terms and for such period as MCCL determines.

- 27.2 The number of professional golfers accorded playing privileges from time to time shall not exceed 20 or such larger number as the Membership Committee approves.
- 27.3 Professional golfers will hold a recognised professional golfers card which they may be asked to show on demand. Failure to produce such professional golfers' cards upon demand will entitle the staff of MCCL to withhold professional playing privileges from the golfer.

28. Golf Tournaments and Corporate Golf Days

- 28.1 MCCL may in its discretion arrange and control tournaments and its decision on all points connected therewith shall be final.
- 28.2 MCCL may arrange corporate golf days.
- 28.3 MCCL shall be entitled to exclude Members from such parts of the Golf Course as are necessary for the purpose of ensuring free play during any tournament, corporate golf day or other event, but shall endeavour to minimise disruption to Members.

29. Sports Reservation Priorities

- 29.1 MCCL will, from time to time, reserve tee times exclusively for Members' use. These reservation rights are updated annually in the members handbook and on the members section of the Millbrook Website. If these times are not booked at least 24 hours prior to the reserved starting time they will be released to the public on a first come, first served basis. These reservations will include tee times for members regular Friday events and other days as required. Members will have exclusive use of the Clubhouse following such events except when negotiated with MCCL
- 29.2 Members may reserve golf starting times up to seven days in advance by making a reservation in accordance with the procedure from time to time established by MCCL. On each day during which the Golf Course is open, two of the golf starting times in each hour will be reserved for Guests of the Hotel. If no such person has taken up these reservations within 24 hours prior to the reserved starting time, Members may reserve that starting time on a first come, first served basis.
- 29.3 Hotel Guests may reserve golf starting times in excess of two in each hour during weekdays (other than Fridays, Saturdays, Sundays and Public Holidays) which have not been reserved by Members not less than 24 hours in advance.
- 29.4 MCCL has the right to reserve golf starting times (on days other than Fridays, Saturdays, Sundays and Public Holidays) in excess of two in each hour more than seven days in advance, but may only do so if and to the extent that Hotel

Guests have not during that calendar month used more than 25% of the golf starting times during such weekdays.

- 29.5 In addition to MCCL's right to reserve golf starting times MCCL also has the right to reserve entire days of use of the Golf Course to enable it to stage tournaments and other related events. MCCL may not exercise this right in respect of more than 14 days in any Membership Year or more than 7 days in succession.

30. Other Sports

- 30.1 All Members may reserve other sports activity times where MCCL requires reservations up to 7 days in advance by making a reservation in accordance with the procedure from time to time established by MCCL. On each day during which the tennis courts are open 25% of the tennis court times will be reserved for Hotel Guests. If no such person has taken up the reservation within 24 hours prior to the reserved time, Members may reserve that time on a first come, first served basis.

31. Dress

- 31.1 **General:** It is expected that Members will choose to dress in a fashion suitable to the surroundings and atmosphere provided in the setting and appropriate to the standards of MCCL. It is also expected that Members will advise their Guests of dress requirements.

- 31.2 **Dining:** Smart casual attire is acceptable at all times in the bar area of the Clubhouse and may also be appropriate during weekday morning hours and lunch periods. For these purposes, however, blue jeans are not normally acceptable attire.

For dining at the Clubhouse, generally, but particularly in the evenings or on weekends, gentlemen are required to wear shirts with collars. Ties and jackets are not a requirement. Ladies are requested to dress in a fashion compatible with the dress code requirements of the gentlemen.

- 31.3 **Club Leisure Facilities:** Shirts and shoes are a requirement throughout all areas of the leisure facilities except the pool area. For health and safety reasons, outdoor shoes should not be worn on any tiled area surrounding the pool. Bathing suits may only be worn in the pool area.

- 31.4 **Golf and Other Sports:** Attire (including shoes) appropriate to each individual sporting activity is mandatory when using the Club Facilities.

32. Charges and late payment of Club dues

- 32.1 All purchases of services and merchandise, including food and beverage, may be charged to the Member's Club Account on production of the Member's Membership Card.
- 32.2 All charges to Club Accounts, and all Club Dues, shall be due and payable no later than 20 days from the date of the monthly statement. Unpaid charges and Club Dues may, at the discretion of MCCL, be charged a one and one-half percent (1.5%) service charge per month from the date of the statement until paid in full, with a minimum service charge per month of \$10.00. If the Club Account and/or Club Dues of any Member is not paid when due, MCCL may at its option take whatever action it deems necessary, including legal action, to effect collection. The Member shall be liable for any solicitor's fees and costs incurred in connection with the collection of such amounts.
- 32.3 Child Members shall not be permitted to charge purchases to a parent's Club Account. Youth Members may be issued with their own Membership Cards, and may charge purchases to their parents' Club Account if both the parents and Youth Member have signed and provided to MCCL a form authorizing the Youth Member to make such charges. The Membership Holder is guarantor for all amounts charged to his or her Club Account by the Member's children.

33. Loss or Destruction of Property and Instances of Personal Injury

- 33.1 Each Member as a condition of Membership and each Guest as a condition of invitation to Millbrook Resort assumes sole responsibility for his or her property. MCCL shall not be responsible for any loss or damage to private property used or stored on Millbrook Resort, whether in lockers or elsewhere.
- 33.2 No person shall remove from the room in which it is placed or from Millbrook Resort any property or furniture belonging to MCCL without prior authorization. Every Member shall be liable for any property damage and/or personal injury at Millbrook Resort at any activity or function operated, organized, arranged or sponsored by MCCL, caused by the Member, any Member's Guest or any of their family Members. The cost of such damage shall be charged to the Member's Club Account.
- 33.3 Any Member, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by MCCL, or who engages in any contact, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by MCCL, either on or off Millbrook Resort, shall do so at their own risk, and shall indemnify and hold harmless MCCL, its directors, officers, employees, representatives, and agents from any and all loss, costs, claim, injury, damage or liability sustained or incurred by them, resulting therefrom and/or resulting from any act or omission of any partner, director, officer, employee, representative, agent of MCCL or arising out of or incident to Membership in the Club or use of the Golf Course and/or the Club Facilities.

34. Members use Club at their own risk

- 34.1 Neither MCCL nor the Club shall be liable for any loss or injury to the property or persons of any Member or non Member on or in the Club Facilities (including motor vehicles parked on or near Club Facilities).

35. Hours of Opening and Functions

- 35.1 MCCL may, after consultation with the Membership Committee, close the Club Facilities or any parts of it for any period and for any purpose which it may consider necessary or desirable including redecoration or refurbishment.

- 35.2 MCCL shall be empowered to temporarily close the Golf Course at such times and for such periods as it may deem appropriate in the interests of the Members. If it is necessary for any closure to be more than temporary MCCL will liaise with the Membership Committee.

- 35.3 MCCL shall be empowered to organise and allow functions for Members and their Guests to be held in the Clubhouse or any other Club Facility. On such occasions the Club Facility shall be opened and/or closed to Members at such time or times as MCCL shall decide.

- 35.4 MCCL may open the use of the Clubhouse and/or any part of the Club Facilities to Guests and other visitors to Millbrook Resort upon such terms as MCCL considers reasonable and not unduly detrimental to Members use of Club Facilities.

36. Discount Privileges

- 36.1 MCCL may offer such discounts as it considers appropriate in respect of the use of Club Facilities and services to particular categories of Membership from time to time.



APPENDIX

Definitions and Interpretation

When interpreting these Rules and documents relating to them unless the context otherwise required:

- (a) words denoting the singular number include the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) words denoting natural persons include bodies corporate and unincorporate and vice versa;
- (e) references to Rules and Schedules are to the current Rules and schedules to these Rules;
- (f) headings are for convenience only and shall not affect interpretation;
- (g) references to any party to these Rules or any other agreement or instrument include the party's successors and permitted assigns (in the case of Members) or assigns (in the case of MCCL);

"Application" means an application for Membership to be made pursuant to these Rules in such form as MCCL may prescribe;

"Application Fee" means the non refundable fee payable for receiving processing and consideration of Membership related

	applications and their registration as MCCL may from time to time determine;
“Annual Dues”	means the annual membership dues determined by MCCL from time to time;
“Board of Governors”	means the Board of Governors appointed pursuant to Rule 6;
“Child Member”	means a child of a Membership Holder who is aged under 12 years of age at the start of the Membership Year and who is permitted to use Club Facilities pursuant to Rule 24;
“Club Account”	means the short-term credit facility offered by the Club to a Member as set out in Rule 22;
“Club”	means the club established and maintained pursuant to these Rules;
“Club Facilities”	means the recreational and social facilities from time to time provided by MCCL to Members of the Club;
“Clubhouse”	means that part of the Millbrook Resort used (or to be used) as the Clubhouse;
“Cornerstone Member”	means a nominated individual of a Multiple Owner Membership who holds a Family Membership;
“Equipment & Usage Charges”	means the charges determined by MCCL from time to time for usage of the various recreational and sporting facilities provided by MCCL and for hire of equipment, golf carts and other items provided on a hire basis to Members and their Guests, as set out from time to time on MCCL’s website;
“Fees”	means fees charged from time to time for access to sport and recreation facilities;
“Golf Course”	means that part of the Millbrook Resort used (or to be used) as a golf course;
“Green Fees”	means the fee prescribed by MCCL from time to time for Golf Course use;
“Guest”	means a Guest entitled to use the Club Facilities under these Rules;

“Guest Book”	means the book kept by MCCL recording the names of Guests and the Members introducing such Guests;
“Guest Fees”	means the Guest fees determined by MCCL from time to time;
“Hotel”	means any hotel or accommodation operated by MCCL and all related facilities;
“Manager”	means any Manager appointed by MCCL;
“MCCL”	means Millbrook Country Club Limited a company duly incorporated in New Zealand and its successors and assigns;
“Member”	means the person nominated (and approved), in respect of each Membership and, in the case of a Family Membership, includes the Spouse of the Member (whether original or substituted pursuant to Rule 12.3(b));
“Membership”	means the contractual right to use the Club Facilities pursuant to the Rules;
“Membership Card”	means the card issued pursuant to Rule 15;
“Membership Coordinator”	means the person appointed by MCCL to assist with the operation of the membership programme as well as act as a liaison between the Members and MCCL, including by way of invitation to meetings of the Membership Committee;
“Membership Committee”	means the committee of Members elected pursuant to Rule 13;
“Membership Holder”	means the person registered on the Register as the owner of a Membership;
“Membership Year”	means a period of 12 months commencing on 1 October in one year and ending on 30 September of the following year;
“Millbrook Country Club”	means the club established and maintained pursuant to these Rules;
“Millbrook Resort”	means the resort land and premises owned and operated by MCCL within the Millbrook Resort Zone

“Millbrook Resort Zone”	means the area of land comprising approximately 196 hectares designed by Queenstown Lakes District Council as such under the Queenstown Lakes District Plan
“Month”	means calendar month;
“Owners’ Committee”	means the committee of Owners of Individual residences at Millbrook elected pursuant to Rule 7.2;
“Register”	means the register of Members maintained by MCCL pursuant to Rule 18.1;
“Registered Place of Address”	means a Member’s address as currently registered in the Register;
“Rules”	means these Rules and any Rules or Bylaws made hereunder as in force from time to time;
“Spouse”	in relation to a Member means a person who is married to the Member, or who has entered into a civil union with the Member pursuant to the Civil Union Act 2004, or who in the opinion of the Membership Committee is in a “de facto relationship” with the Member (as that term is defined in clause 2D of the Property (Relationships) Act 1976;
“Supplementary Membership”	means each additional membership (up to a maximum of 3) held by a nominated individual of a Multiple Owner Membership;
“Youth Member”	means a child of a Membership Holder who is aged between 12 and 25 years of age (inclusive) at the start of the Membership Year and who is entitled to be issued with a Membership Card pursuant to Rule 24.