Coral Cove

OCEAN CLUB

Coral Cove Ocean Club – Terms and Conditions for Members

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1 Introduction to the Ocean Club

1.1 The Ocean Club

Coral Cove Asset Management Pty Ltd ACN 68 659 550 768 (the **Company**) is the owner and manager of Coral Cove Ocean Club (the **Ocean Club**).

1.2 These Terms and Conditions

These terms and conditions apply to all Ocean Club Members. All Ocean Club Members are required to comply with all relevant terms and conditions whilst on the Club's property. The Company reserves the right to amend these terms and conditions at any time without notice.

2 Liquor Licence

The Company being the holder of a liquor licence under the provisions of the *Liquor Act 1992*, as amended, these terms and conditions shall be deemed to include all such rules as may be required by the Liquor Act or any amendment or the conditions of the Company's liquor licence (**Liquor Rules**) thereto for the purpose of holding the liquor licence and in the event of any conflict between these terms and conditions and the Liquor Rules, the Liquor Rules shall prevail.

Liquor may only be sold or supplied to:

(a) golfers who have played, commenced to play or who bona fide intend to play a game of golf on that day;
(b) guests in the company of golfers, as referred to in (a) above;
(c) persons seated at tables partaking of a meal;
(d) persons bona fide attending a function at the premises;
(e) tourists and members of the general public only whilst the Company adheres to its primary operation purpose of being a golf course and predominantly provides services to golfers.

Liquor may not be served to intoxicated patrons under the Liquor Act. The Ocean Club reserves the right to deny service to a group where members of the group show signs of intoxication and the group are displaying loud or unruly behaviour.

3 Membership of the Ocean Club

3.1 Membership

(a) To become an Ocean Club Member, members must pay an annual fee ($10 inc GST as at 13 March 2026), as reviewed from time to time.
(b) Membership is automatically renewed each year (on the anniversary date of joining) unless the Member cancels prior to the anniversary date.
(c) All subscription fees are to be paid using the Stripe payment system and are subject to Stripe's terms and conditions - https://stripe.com/au/privacy
(d) All Ocean Club Members receive a 10% discount off all food and beverage sold at the Ocean Club. To receive their discount, Ocean Club Members must present their Ocean Club Member card on their phone issued by Litecard. The discount cannot be provided unless the Ocean Club Member card is presented.
(e) Ocean Club Members are not entitled to use of the course, or golf club facilities without a golf club membership or payment of green fees.
(f) Members may cancel their membership, however, the annual fee is non-refundable.
(g) Members consent to the receipt of electronic marketing materials, but may unsubscribe from such material at any time.

3.2 Member Register

The Company will cause a Member Register to be maintained and operated. This register will contain the following information:

(a) the name and address of the member;
(b) the category of membership of the member;
(c) the email and phone number of the member;
(d) the method (and timing if applicable) of payment of the membership fees; and
(e) the commencement date of membership.

(a)

4 Etiquette

4.1 General Behaviour

(a) All Ocean Members must conduct themselves in a manner demonstrating courtesy and respectfulness at all times.
(b) Unacceptable behaviour includes but is not limited to:
    (i) shouting, swearing or making unnecessary noise;
    (ii) threatening or abusing Ocean Club and Golf Club staff, patrons, Ocean Club Members, golf players or other guests;
    (iii) damaging or littering the property; or
    (iv) deliberately distracting or provoking fellow patrons.
(c) BYO alcohol in the Ocean Club or on the golf course is not allowed and if found the Ocean Member will be required to leave the premises and may risk having their membership cancelled. All Ocean Members must comply with the *Liquor Act 1992* and adhere to the Ocean Club's responsible service of alcohol policies.

5 Disciplinary Proceedings

If an Ocean Club Member fails to comply with these terms and conditions, then disciplinary action may be taken, including but not limited to requiring the Ocean Club Member to leave the premises and/or have their membership cancelled.

6 Injury/Damage to Persons

Ocean Club Members expressly agree that:

(a) the use of the Ocean Club's facilities are undertaken at the sole risk of the user, and the Company shall not be liable for any injuries or damages to any Member or other persons; and
(b) the Company and its affiliates, officers, directors, shareholders, agents and employees shall not be subject to and are hereby released and forever discharged from any claim, damage, demand, liability, cost, loss, suit, proceeding (whether actual or potential), right of action and claim for compensation (**Claim**) or demands whatsoever, including, without any limitation, those Claims or demands resulting from acts or omissions of active or passive negligence on the part of the Company, or their affiliates, officers, directors, shareholders, partners, agents or employees.