

2017 Membership Charter



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SECTION 1: Definitions and Interpretation

1.1 DEFINITIONS

Words used in this Membership Agreement have the following meanings, unless the context specifies otherwise:

Adult means a person over eighteen (18) years of age.

Additional Family means the spouse of a Member or any direct family Member who is over the age of 18 that can be added to an Individual Membership for the applicable fee.

Annual Fee means the fee for Membership payable annually in advance to the Operator as set out in the Fee Schedule from time to time.

Authorized Individual means any person authorized by a Member to debit amounts to that Member's Charge Account.

Available Limit means the Credit Limit less the sum of the amounts of all purchases charged to the Charge Account and unpaid at the relevant time.

Charge means any amount debited to the Charge Account for a Member.

Charge Account means the mechanism by which some Members may delay payment of certain purchases, as described in the Charge Account Rules.

Charge Account Number means the unique identifying number given by the Operator to a Member's Charge Account.

Charge Account Rules means the rules in Section 5 of these Rules & Regulations, as amended from time to time.

Charter means this document and any document expressly referred to in it.

Child means a biological, step or adopted child of an Adult Member who is under 18 years of age.

Club means, as applicable, the Owner, the Operator or both.

Conduct Code means the code of conduct made and amended by the Operator from time to time regulating the standards of behavior of Members and their guests while using the Golf Course and Facilities.

Corporate Member means a person entitled to exercise the rights and benefits of a current and valid Corporate Membership.

Corporate Membership means Memberships issued and owned in the name of a Company, Partnership or Unincorporated Association.

Credit Limit means the amount notified by the Operator to the Member from time to time as the maximum aggregate value of charges which may be charged to the Member's Charge Account at any one time.

Facility means the land, buildings, Golf Course, Practice Facilities and other amenities from time to time designated by the Club to be available for use by Members and their Guests.

Fee Schedule means the schedule of Joining Fees and Annual Fees issued by the Operator from time to time.

Golf Course means the 18-hole championship golf course & 9-hole par-3 course located at Royal Golf Club.

Golf Course Rules means the rules relating to the use of the Golf Course(s) contained in Section 4 and any other document circulated to Members from time to time.

Golf Member means a Member who holds the type of Memberships set out in the Rules of Golf Memberships in Section 3.

Goods and Services mean the goods and services available for purchase at the Golf Course(s) or Facilities.

Individual Membership means a person entitled to exercise the rights and benefits of a current and valid Individual Golf Member and held by a single individual.

Joining Fee means the non-refundable fee charged by the Operator upon acceptance and payable by a prospective Member as a condition of being granted a membership.

Junior Golf Membership means Membership for persons under eighteen (18) years of age.

Leisure Facilities means the recreational facilities located at Royal Golf Club and does not include the Golf Course.

Levy Account means credit or 'float' account which can be topped-up as and when needed and used for spend on goods and services within the Club.

Lockers/Locker Room means all locker facilities available at Royal Golf Club.

Member means a person who has been nominated for or made an application for Membership, which has been accepted by the Operator.

Membership means the annual contractual relationship with the Club entitling the qualified Member to use the facility subject and according to the provisions of the Member Agreement and the type of membership granted, which has not expired or been terminated according to the terms and provisions of the Membership Agreement.

Membership Agreement/Charter means, collectively an accepted Membership Application and any schedules attached to it, including the pricing information and these Rules and Regulations, including any amendments, and any document expressly referred to in any of the foregoing.

Membership Card means the card issued to a Member by the Club to facilitate access to the facilities of Royal Golf Club, determined by Membership type.

Minimum Spend means an amount that can be introduced by the Operator as a minimum amount to be spent by the Members of Royal Golf Club.

No Show Fees means the cancellation charge incurred for failure of using booked tee times for Members, Member guests or visitors.

Operator means Troon Golf LLC, its successors or assignees to the management and operation of the Golf Course Facilities, and includes any of the Operator's authorized employees or representatives.

Owner means the Bahrain International Golf Course Company B.S.C. © its successors or assignees to the ownership of the Golf Course and Facilities and includes any of the Owner's authorized employees or representatives.

Prepaid Guest Voucher means a voucher for use by a guest of a Member, valid for play on the Golf Course or for use of the Leisure Facilities at Royal Golf Club, or for both, in company with the Member.

Relevant Portion means that percentage of the number of days remaining in the year for which the relevant fees have been paid, as on the day on which such portion is calculated (including the day of calculation itself) and representing the total number of days in that year.

Resignation Notice means written requests by a Member to the Operator to resign the Member's Membership relating to clause 2.12.

Spouse of an Adult means another Adult who is married to that first mentioned Adult.

1.1. INTERPRETATION

In this Membership Agreement, unless the contrary intention appears:

- a) a reference to the Agreement/Charter or another instrument includes any variation or replacement of either of them;
- b) the singular includes the plural and vice versa;
- c) the word 'person' includes a natural person, a firm, a body corporate, an unincorporated association, an authority or any other entity;
- d) reference to a person (except in the case of a Member) includes a reference to the person's executors, administrators, permitted successors, permitted substitutes and permitted assigns;
- e) an agreement, representation or warranty on the part of or in favour of two or more persons, binds or is for the benefit of them jointly and severally;
- f) a reference to anything (including, without limitation to any amount) is a reference to the whole and each part of it and a reference to a group of persons and is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- g) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- h) the word 'including' or 'includes' are deemed to be followed by the words 'but not limited to', or 'but is not limited to', as the context requires; and
- i) headings are inserted for convenience and do not affect the interpretation of this Membership Agreement.

SECTION 2: Introduction

2.1. INTRODUCTION

2.1.1 These Rules and Regulations contain essential information for any person who is considering becoming a Member of the Royal Golf Club. They describe the different types of Memberships available and contain rules which apply to all Members.

This Membership Agreement/Charter forms a part of the agreement between each Member and the Operator. Upon Membership payment, the prospective Member agrees to:

- a) be bound by the Membership Agreement/Charter, Rules & Regulations; and
- b) ensure that any guests of the Member behave appropriately and comply with this Membership Agreement/Charter and Rules & Regulations of the Royal Golf Club.

2.2 YOUR AGREEMENT

2.2.1 These Rules and Regulations and the other documents specially referred to in the Membership Agreement /Charter contain the terms of the agreement between you and the Club with respect to your Membership at the facility.

2.2.2 The Membership Agreement/Charter is between the Member and the Operator.

2.3 ROLE OF OPERATOR

2.3.1 The Operator has been appointed and engaged by the Owner to manage and operate the Golf Course and Club Facilities.

2.3.2 References to the Operator in this Agreement are a reference to the Operator acting on behalf of the Owner.

- 2.3.3 Any act, authority or decision the Operator can do, exercise or make under these Rules and Regulations can be equally done by the Owner. Any act, authority or decision of the Owner taken or made under the Membership Agreement can be equally taken or made by the Operator as representative for the Owner unless and until the Operator is discharged by the Owner, which the Owner may do at any time and from time to time in its sole discretion.

2.4 RIGHTS OF MEMBERS

- 2.4.1 A Member does not acquire shares or an interest in or rights to any revenue of any organization, including the Facility, Owner and the Operator. A Member has only an annual contractual relationship with the Club.
- 2.4.2 A Member has no tenancy or other interest in the land on which the Golf Course and Leisure Facilities are situated or in the Facility. Except as expressly stated in the Membership Agreement, no Member acquires any right or obligation with respect to the Leisure Facilities, the Golf Course, the Facility or any property, assets or liabilities of the Owner or Operator because of his or her Membership.
- 2.4.3 A Member's rights, benefits and obligations of Membership may be varied from time to time in the absolute discretion of the Operator. A Member has no rights with respect to the use of the Golf Course or Facilities except as expressly provided in the Membership Agreement/Charter (as it may be amended from time to time).
- 2.4.4 A Member's right to play the Golf Course or use the Facilities is subject to the Member's Membership category and to availability as determined by the Club.
- 2.4.5 The Operator has the express right to permit play of the Golf Course or to use the Facilities by persons who are not Members on such terms and conditions as it may from time to time determine. None of the fees, if any, paid by any non-Member to play Golf on the Golf Course or to use the Facilities shall accrue to or be of benefit to any Member, group of Members or all Members.

2.5 TYPES OF MEMBERSHIPS

- 2.5.1 There are 6 categories of membership available;

1) Corporate

- Full access and playing privileges, with additional corporate benefits as laid out in the Membership Category package.
- Additional Family (i.e. spouse) membership available. Full access and playing privileges as laid out in that Membership Category package.

2) Corporate Floating

- The holder of the Floating card on any given day will have full access and playing privileges, with benefits as laid out in that Membership category package.
- Up to three (3) nominees in an annual membership period may be entitled to have the Golf Club maintain their handicap for no additional charge.
- Any more than three (3) nominees will be subject to the applicable handicap fee.

3) Individual

- Full Access and playing privileges as laid out in that Membership Category package.
- Additional Family (i.e. spouse) membership available. Individual Membership also includes Young Professionals (22-25) and Intermediate (18-21) category options. Full access and playing privileges as laid out in that Membership Category package.

4) Midweek Premier

- Full course and driving range access and playing privileges on Midweek days (Sunday-Thursday), including night golf. Does not include play before 3 pm on public or national holidays that fall on a midweek day. Access and playing privileges as laid out in that Membership Category package.

5) Wee Monty

- Full access and playing privileges to Wee Monty Course as laid out in the Membership Category package.

6) Junior

- Junior Academy allows full access and playing privileges to the Wee Monty Course, driving range and practice facilities.

- Junior Elite allows full access and playing privileges to both courses, driving range and practice facilities.

The rights and privileges, which currently apply to Golf Memberships, are set out in sections 3 and 4 of this Membership Agreement/Charter.

2.5.2 The Operator may change the categories of Membership at any time. This may involve creating new kinds of Memberships, discontinuing existing kinds of Memberships or carrying the rights, which attach to any category of Membership.

2.5.3 The Operator reserves the right to create and sell or issue other types of Memberships at any time in the Operator's sole discretion.

2.5.4 The Operator, in its sole discretion, may elect from time to time to limit the total number of Memberships available, or the number of Memberships to be issued in each group or category of Membership.

2.6 CHANGES TO MEMBERSHIP AGREEMENT

2.6.1 The Operator may change, remove and/or add any part of the Membership Agreement (other than the Charge Account Rules) at any time, at its sole discretion, by giving notice of the proposed change to all Members whose rights may be affected by the change. For these purposes it will be sufficient if the Operator gives notice to the affected Members in the manner described in clause 2.7.

2.6.2 The amount of notice, which the Operator must give in order to amend, remove or add to any part of the Membership Agreement/Charter is seven (7) days.

2.6.3 The amended Membership Agreement/Charter will bind Members starting from the end of the period of notice.

2.6.4 The procedure for amending, removing or adding to any part of the Charge Account Rules is set out in Section 5.

2.7 NOTICES

2.7.1 A notice, approval, consent or other communication in connection with the Membership Agreement/Charter:

- a) must be in English, in writing; and
- b) subject to Clause 2.7.4, must be left at the address of the addressee, or sent by prepaid ordinary post (airmail if posted to or from a place outside Bahrain) to the address of the addressee or sent by facsimile to the facsimile number of the addressee or sent by electronic mail to the electronic mailing address of the addressee.

2.7.2 Unless a later time is specified in it, a notice takes effect from the time it is received.

- 2.7.3 A letter, facsimile or electronic email is taken to be received:
- a) in the case of a posted letter, on the third day after posting (unless posted to or from a place outside of Bahrain, in which case it is taken to be received on the seventh day after posting);
 - b) in the case of facsimile, at the time and on the date indicated in a transmission report produced 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 notified for the purpose of this Clause; and
 - c) in the case of electronic mail, at the time and on the date indicated by the report produced by the mail server of the mailing address of the addressee.
- 2.7.4 A notice addressed to all Members or to a particular group of Members will be deemed to have been received by those Members if it is posted on the general notice board in the Club Facilities or emailed to all of the Members within Membership category affected.
- 2.7.5 Members must notify the Operator as soon as practicable about changes to his or her address for the purposes of notice under the Membership Agreement. Until the Operator receives notice of the address change, the Operator may send all notices to the last address of the Member which was notified to it by the Member.

2.8 MISCELLANEOUS

- 2.8.1 A statement signed by an authorized representative of the Operator stating the amount which a Member or any of his or her guests owes the Operator is sufficient proof of the amount owed, until proven otherwise by the Member.
- 2.8.2 The Owner reserves the right to pay commissions to its representatives, including the Operator, for the sale of a Membership, without notice to any Member or any other party.
- 2.8.3 No forbearance, delay or failure to exercise any power or right under the Membership Agreement/Charter (including an acceptance of a part payment) shall operate as a waiver of that power or right. No single or partial exercise of any power right will preclude any further exercise of that power or right.

2.9 ASSIGNMENT

- 2.9.1 The Owner may assign or transfer any of its rights and obligations under the Membership Agreement with any Member at any time without the Member's consent.
- 2.9.2 Except as otherwise stated in this Agreement/Charter, a Member cannot assign his or her rights and obligations under the Agreement/Charter. A Member's Membership is not transferrable unless the Operator agrees otherwise (which the Operator may agree to or refuse in the Operator's sole discretion).

2.10 GOVERNING LAW

- 2.10.1 The Agreement and the transactions contemplated by it are governed by the law in force in Bahrain.
- 2.10.2 The Member, the Operator and the Owner irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Bahrain and courts of appeal from them by determining any dispute concerning the Agreement or the transactions contemplated by it. The Member, the Operator and the Owner waive any right they have to object to an action being brought to those

courts including claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

2.11 ENTIRE AGREEMENT

2.11.1 The Member and any document specifically referred to in this Agreement/Charter constitute the entire agreement of the parties about its subject matter and supersede all previous agreements, understanding and negotiations on that subject matter.

2.12 RESIGNATION BY A MEMBER

2.12.1 A Member may resign the Membership by informing the Club in writing by giving a resignation notice. Notwithstanding resignation, the Member will continue to be obligated for all fees and charged through the end of the Membership. If the Member withdraws in good order and is in compliance with the Membership Agreement at the time of withdrawal, the Operator will provide a 50% refund of the pro-rata portion of the Member's Annual Fee that has been pre-paid for the then current year commensurate with the number of days remaining in the year and calculated from the first day of the following month after the formal resignation notice is provided by the Member.

2.13 SEVERABILITY

2.13.1 If the whole or any part of any provision of the Membership Agreement is void, unenforceable or illegal in a jurisdiction in which the Membership Agreement is sought to be enforced, it is severed for that jurisdiction. The remainder for the Membership Agreement has full force and effect, and the validity or enforceability of that provision in any other jurisdiction is not affected. This Clause has no effect if the severance alters the basic nature of the Membership Agreement or is contrary to public policy.

2.14 ACCOUNTING TREATMENT

2.14.1 It is expressly acknowledged that the Operator may treat all Joining Fees, Annual Fees and any other fee listed in the Fee Schedules as income for accounting purposes and will not be required to hold any such amount on trust or for the benefit of any person.

SECTION 3: Rules of Golf Membership

3.1 MEMBERSHIP APPLICATIONS

3.1.1 Any individual who wishes to become a Member for the first time must apply for a Membership by:

- a) paying the prescribed Membership joining fee which shall be determined by the Club. The joining fee may vary between different types and categories of Membership and the Operator reserves the right to discount or waive such fee;
- b) making an application to the Operator on the appropriate Membership Application form prescribed by the Operator;
- c) providing any other information in support of the application as the Operator may request.

- 3.1.2 An applicant must indicate on the application form whether the applicant wishes to apply for an Individual, Country Club, Junior or Corporate Membership or other type of Membership that may be in existence from time to time.
- 3.1.3 The joining fee must be paid in full and before the commencement of the Membership.
- 3.1.4 The Operator may reject any application for a Membership without giving any reason. If the Operator rejects an application, the Operator will notify such applicant of their decision in writing and refund such applicants joining fee.
- 3.1.5 If the Operator accepts an application for a Membership the Operator will notify the applicant in writing.
- 3.1.6 The applicant must pay the annual fee full in advance or on the day the membership starts.

3.2 INDIVIDUAL AND ADDITIONAL FAMILY MEMBERSHIPS

- 3.2.1 Individual Membership consists of one (1) adult only; Additional Family members can be added but must be directly related to the named Individual Member (a copy of a Marriage Certificate/License is to be provided at time of application).
- 3.2.2 An individual who wishes to nominate individuals for Additional Family additions to their Membership must;
 - a) make application to the Operator on the appropriate Membership nomination form prescribed by the Operator, which must be signed by all individuals being nominated for Membership;
 - b) provide any other information in support of the nomination as the Operator may request (marriage license, birth certificates, passport copies, etc.)
- 3.2.3 The Operator may reject any nomination of a person as Member without giving any reason. If the Operator rejects an application, the Operator will notify the named Individual Membership applicant of his decision in writing.
- 3.2.4 A person who is accepted for Membership as an Additional Family Member will have all the rights of an Individual Member (subject to the rights of the Additional Family Members under this clause 3.2).
- 3.2.5 Children under the age of fourteen (14) seeking to use the golf course without adult supervision or accompaniment must have prior approval from the Management.

3.3 CORPORATE GOLF MEMBERSHIPS

- 3.3.1 Corporate Golf Membership means Memberships issued and owned in the name of a Company, Partnership or Unincorporated Association.
- 3.3.2 The Company is able to change the Nominees of the Membership at any time subject to prior approval and process from the Club for up to one (1) Nominee complimentary per annum. Change of more than one (1) Nominee applicable transfer fee applies.
- 3.3.3 Corporate Memberships entitle full use of the both Golf Courses and Leisure Facilities. Additional annual fees apply for Additional Family Members.

- 3.3.4 The Operator may reject any nomination of a person as Member under a Corporate Membership without giving any reason. If the Operator rejects an application, the Operator will notify the Corporate Membership applicant of his decision in writing and refund the applicants joining fee.

3.4 JUNIOR GOLF MEMBERSHIPS

- 3.4.1 Junior Golf Club Memberships are available for persons under eighteen (18) years of age who wish to play golf and use the facilities of the Club subject to age restrictions.
- 3.4.2 When the Junior Member reaches the age of eighteen (18) years he/she must apply for another category of Membership and appropriate Joining Fees and Annual Fees are payable at that time.

3.5 TERMS OF MEMBERSHIP

- 3.5.1 Membership begins on the date the Operator accepts the:
- a) application for an Individual, Couple, Additional Family, Corporate, or relevant Membership;
 - b) nomination for Membership (in case of Additional Family and Corporate Membership), and the date on which the relevant Joining Fee and the Annual Fee for that Member are paid.
- 3.5.2 The Membership year is January 1 to December 31 of any one year. Memberships accepted inside these dates will be charged fees on a prorated basis, subject to approval and time of year.
- 3.5.3 Membership commences on the date that all applicable fees and relevant documents are received. Membership will expire on December 31 in each calendar year, provided that Members may renew their Membership (subject to the discretion of the Operator) for the next calendar year by paying the relevant Annual Fee and any outstanding charges and satisfying any other obligations due to the Club. Any person, who has failed to pay their Annual Fees prior to the expiry of the Membership, will cease to be a Member of the Club.
- 3.5.4 Any vouchers received as part of membership package are subject to the following restrictions:
- a) Valid from January 1 to December 31 of any one year, no extension permitted.
 - b) 1 voucher is valid for 1 guest.
 - c) Maximum of 3 vouchers can be used per tee time.
 - d) Voucher can only be used when playing with a current Member.
 - e) Voucher cannot be used against any no show and/or cancellation charges.
- 3.5.5 The Operator reserves the right to cancel a Membership at any time by the Operator refunding 50% of the Relevant Portion of the Annual Fee and minimum spend (if any) paid in respect of that Membership, calculated on the first day of the following month that the cancellation is to take effect.
- 3.5.6 The Owner at its sole discretion may decide to offer the Golf Course and the Facilities for sale or other transfer at any time.
- 3.5.7 The Owner has an absolute right to determine the terms of such sale or transfer.
- 3.5.8 In the event that the Owner decides to sell the Golf Course and/or the Facilities to a third party, the Operator may, but is not required to, cancel Membership by issuing refunds in accordance with Clause 2.12.

- 3.5.9 Members are responsible for paying the Club all debts and accounts incurred by virtue of Membership or usage of the Club within fourteen (14) days of the date of notification of such debts and accounts.
- 3.5.10 Members are responsible to pay and make good to the Club any loss or damage which the Club may sustain through any act or default of the Member, or his/her Guests.
- 3.5.11 Members are responsible to notify the Club of any change in residence or status, which entails the request of transfer of Membership from one Class to another.
- 3.5.12 Members are held accountable to observe and comply to all of the provisions set forth in the Membership Agreement/Charter and Rules & Regulations of the Club.

3.6 FEES

- 3.6.1 The applicable fees referred to in this Membership Agreement/Charter are set out in the Fee Schedule.
- 3.6.2 The Fee Schedule (although a separate document) forms part of the Membership Agreement/Charter.
- 3.6.3 All Members must pay the relevant Annual Fee and any applicable minimum spend (if any) to the Operator each year and before the expiry of their selected Membership.
- 3.6.4 Any Member who has not paid his/her Annual Dues/Fees by the end of their Membership shall cease to be a Member of the Club.
- 3.6.5 Any person who forfeits his/her Membership under Clause 3.6.4 above shall be liable to pay the relevant facility fees immediately upon the forfeiture of the Membership, which is the day immediately following the end of the Membership term.
- 3.6.6 The Operator reserves the right to change the Membership structure, Membership classification and Fees at any time.
- 3.6.7 Memberships that have expired for a period of twelve (12) months or more may be subject to the current relevant Joining Fee.

3.7 GOLF COURSE

- 3.7.1 Subject to clause 3.7.2 and clause 4.1.2, Golf Membership entitles a Member to play the Golf Course without payment of green fees at any time, subject to availability and the following appropriate reservation policies.
- 3.7.2 From time to time the Golf Course may play host to competitions for non-Members ("Competition Days"). On Competition Days, the Operator will endeavor to allocate a number of tee times solely for the use of Golf Members. If times are available for Members on "Competition Days", Golf Members can only play the Golf Course during these allocated times. If Members are playing in the competition, applicable competition fees will apply.

3.8 LOCKERS, CLUB AND SHOE STORAGE FACILITIES

- 3.8.1 Membership at Royal Golf Club does not entitle the Member to a permanent locker. As the Locker Room facilities have limited lockers, Members will be issued lockers, subject to availability, on a daily basis.

- 3.8.2 If available, Members can rent a personal locker on an annual basis at a fee of BD50. Lockers acquired without prior permission will be emptied and the contents returned to the owner only upon the payment of the applicable locker fee.
- 3.8.3 Members not wishing to rent a personal locker for the year may use a locker on a daily sign-out basis free of charge. Members must remove all possessions from the locker and return the key to the locker room staff at the end of the day. Members will be fully responsible for any locker keys that are lost.
- 3.8.4 The Club is not responsible for any items left or stored in the lockers.
- 3.8.5 Golf club/bag storage facilities are available for exclusive use by a Member (subject to availability) at BD100 per annum.
- 3.8.6 Members can store their shoes at the Club at a fee of BD50 per annum. Locker room staff will clean and prepare your shoes prior to play. The Club is not responsible for any lost shoes that the Member has asked to be stored.
- 3.8.7 Members are responsible for updating bag store staff with any changes to their sets of Golf Clubs.
- 3.8.8 Additional sets of Clubs can be stored in the bag storage facility, if space is available, for an annual fee of BD50.
- 3.8.9 Members wishing to store golf trolleys may do so, following approval and space availability. However, if they have not been used for a period of 6 months, the Operator has the right to treat them as abandoned property and dispose of them accordingly.

3.9 DISCOUNTS

- 3.9.1 Golf Members may be entitled to certain discounts on Goods or Services and on certain goods and services offered by business partners of the Operator from time to time. Any discounts offered will be at the sole discretion of the Operator or its business partners (as the case may be) who will inform Members of the discounts on offer from time to time. Discounts will not be offered to Members who do not present their Membership card at the time of the transaction.

3.10 PRACTICE BALLS

- 3.10.1 Golf Club Members are entitled to complimentary practice range balls for their personal use on the driving range only. Members can gain access to the practice range upon showing their Membership card. Members wishing to bring a guest can do so at the applicable rate. The Operator has the full right to close any of the practice facilities at any time.

3.11 GUESTS

- 3.11.1 Members (except Junior Members and children of Members) may invite a Guest to use the facilities subject to:
 - a) Members are responsible for applicable Guest Green Fees, Facility Guest Fees and other charges as determined by the Club, including “no show” fees. Please refer clause 3.11.5;
 - b) Members may not introduce private servants or domestic staff as Guests;
 - c) a maximum three (3) guests per Member per day for Golf Facilities;

- d) The Club reserves the right to modify or revoke Guest privileges at any time.
- 3.11.2 Golf Club Members may apply in advance to the Operator for a Prepaid Guest voucher, entitling the nominated guest of the Member to one round of golf on the Golf Course. The fees payable for Prepaid Guest vouchers are as set out in the Fee Schedule from time to time. The Operator reserves the right to limit the number of Prepaid Guest Vouchers at any time.
- 3.11.3 Golf Club Members may also introduce guests to play golf on the Golf Course and/or use the Club Facilities (Food and Beverage Outlets only) on a daily basis, subject to availability and the approval of the Operator. All daily golfing guests must be signed in at the Golf Shop and will be charged a Green Fee at the Members Guest Rate, or applicable.
- 3.11.4 All individuals playing golf as a Members Guest must be accompanied at all times by the Golf Club Member who introduced them.
- 3.11.5 The Golf Club Member is responsible at all times for the behavior of his or her guests and any debts incurred.

3.12 MEMBERSHIP LIMIT

- 3.12.1 The Operator has the sole discretion to limit the total number of Golf Club Memberships available and reserves the right to increase or decrease this number at any time.

3.13 GOLF HANDICAPS

- 3.13.1 Golf Club Members are entitled to nominate the Golf course as their home club. The Operator will maintain the handicap of all such Golf Club Members for no additional charge.
- 3.13.2 Golf Club Members may obtain a handicap certificate free of charge from the Golf Shop.
- 3.13.3 The Operator has full discretion and authority to choose the authority for the Club Handicaps. (ie, CONGU, USGA).
- 3.13.4 All Members are responsible for reporting “away” scores to the Golf Club so that accurate record of each Members playing history can be obtained.
- 3.13.5 Members who choose another Club as their “home” Club must keep Royal Golf Club informed of changes to their playing handicap and ensure that they bring a valid handicap certificate prior to the start of any competitive round.
- 3.13.6 The Operator will not be liable for any errors or omissions made in maintaining handicaps.

3.14 MINIMUM SPEND OBLIGATION

- 3.14.1 The Operator reserves the right to impose a minimum spend obligation upon Members, requiring each Member to pay the Operator a sum in addition to their Annual Fee (the “minimum spend”). The additional sum will constitute an annual allowance that may be set off against food and beverage purchases made by the Member within the facility. The Operator may introduce the minimum spend obligation at any time and will provide Members with thirty (30) days’ notice of any intention to introduce or amend the ‘minimum spend’.

3.15 ADJUSTMENT BY REFERENCE TO EXCHANGE RATE

- 3.15.1 All fees quoted in the Fee Schedule are calculated at an exchange rate of BHD 1 to 2.65 USD in addition to the Operator's general right to issue revised Fee Schedules from time to time, the Operator shall have the right to amend the fees set out in the Fee Schedule to take account of any material change in the US\$/BHD exchange rate from that referred to in this clause.

3.16 CHARGE ACCOUNT RULES

- 3.16.1 Adult Members may be offered a Charge Account. The Charge Account Rules are set out in Section 5 of the Membership Agreement.

3.17 TERMINATION OR SUSPENSION OF MEMBERSHIP

- 3.17.1 Termination or suspension of Membership may be applied if Members or any of their respective guests:
- a) breach the Membership Agreement; or
 - b) fail to pay any money such person owed to the Operator in accordance with clause 5.6.2; or
 - c) fail to report to the Golf Shop for registration prior to commencing play on the golf course; or
 - d) behave in and around the facilities or on the golf course in a manner, which in the Operator's sole and absolute discretion, is contrary to the best interests of the other Members or to the reputation of Royal Golf Club; or
 - e) willfully damage the property or any of its assets; or
 - f) permits his/her Membership Card or Club account to be used by a non-Member; or
 - g) fail to accompany a Guest where required when using the facilities; or
 - h) fail to abide by the rules and regulations as set forth for use of the facilities of the Club; or
 - i) treat the personnel or employees of the Club in an unacceptable manner; or
 - j) provide false information on the application for Membership; or
 - k) remove Club property without authorization

Notwithstanding any termination or suspension, the Member shall remain liable for unpaid Club accounts or damages.

The Operator may serve a notice to the Member;

- a) suspending all or some of the Member's privileges;
 - b) terminating the Member's Membership;
 - c) in respect of payments due, the Operator may terminate membership but without prejudice to the rights of the Club to receive all amounts owed in full.
- 3.17.2 If the Operator gives notice to the Member that the Operator has decided to suspend or terminate the Membership, the suspension or termination is effective from the date of the notice and the Member waives all rights that it may have against the Operator upon such suspension or termination. Other than as expressly stated otherwise in this Agreement, no refund of any fees will be made.
- 3.17.3 The Operator's decision is final and binding on the Member.

- 3.17.4 At a Member's written request, the Club Operator may (where the Club Operator considers it appropriate to do so) cancel Membership. The Members shall not be entitled to a refund of the Joining Fee, and a refund of annual fees for the current year is at the Operators' sole discretion.
- 3.17.5 Any Member whose Membership is suspended will have no rights during the period of suspension and must re-apply to the Operator in writing to have their Membership re-activated, all costs of re-activation, including the cost of issuing a new Membership Card, shall be borne by the Member subject to the suspension.
- 3.17.6 If a Membership is suspended or terminated by the Operator, the Member remains liable to the Club for all Annual Fees and any other applicable charges.

3.18 MEDICAL SUSPENSIONS

- 3.18.1 A Member may place a membership 'freeze' request based on an official medical report indicating the inability to practice and play golf for a minimum of three months (90 days) and maximum of six months (180 days) from non-sport related injuries. It is the Operator's decision on the number of days on this agreement is final. Any Members whose membership is 'frozen' will have no rights of any Member benefit. The Member will receive 50% of the monetary subscription value of the unused membership days during the following year's renewal process.

3.19 MEMBERSHIP IDENTIFICATION

- 3.19.1 The Operator will issue each Member with a Membership Card
- 3.19.2 The Member must:
- a) carry their Membership Card with them at all times while using the Golf Club Facilities or the Golf Course;
 - b) show their Membership Card to the Operator's staff when requested to do so;
 - c) not allow their Membership Card to be used by any other person;
 - d) notify the Operator immediately if their Membership Card is lost, stolen or destroyed.
- 3.19.3 If a Member notifies the Operator that the Member's Membership Card is lost, stolen or destroyed, the Operator will issue the Member with a replacement Membership Card (at the Member's cost) within a reasonable time of receiving written notification from the Member.
- 3.19.4 If a Member is unable to produce the Members' Membership Card, the Operator may withhold Member benefits from the Member until the Member's Membership Card is produced or the Member is issued with a replacement Membership Card.

3.20 CONDUCT OF MEMBERS

- 3.20.1 All Members must comply with and must ensure that each of their respective guests complies with any Facility rules or regulations in force from time to time.
- 3.20.2 The Operator is responsible for drafting and any amendments to the Membership Agreement/Charter. The Operator must provide a copy of the Membership Agreement to any Member upon request.

- 3.20.3 No Member may conduct money-raising activities in the Club Facilities or on the Golf Course without holding all appropriate permits and approvals, and without the prior written approval of the Operator.
- 3.20.4 Commercial advertisements shall not be posted or circulated in the Club nor shall business of any kind be solicited or transacted on the property, neither of the Club nor upon the Club's stationary, without the approval of the Operator.
- 3.20.5 Dress code: proper attire is required on the premises at all times. Appropriate golf attire is required at all times on the Golf Course. Swimwear is not permitted (except whilst using the Leisure Facilities). Members, their children and their Guests will be expected to dress in a manner befitting their surroundings and the atmosphere of the Club. For clarification of the appropriate dress in the different areas of the Club, visit the appropriate section of the website: www.theroyalgolfclub.com.
- 3.20.6 It is unbecoming for any Member or Guest to abuse any of the Club's employees, verbally or otherwise. All employees of the Club are under the ultimate supervision of the Operator and no Member or Guest shall reprimand or discipline any employee.
- 3.20.7 Members must not request nor expect any special personal services or provisions from the employees of the Club.
- 3.20.8 Members will be issued with a car park sticker for the current year. This sticker must be clearly displayed in each Members windscreen. Any replacement of car park stickers is the responsibility of the Member.
- 3.20.9 Members/Guests are not permitted to bring or consume their own food and beverages within the Club premises. All food and beverages consumed on property must be furnished by the Club or its outlets.
- 3.20.10 Dogs and other pets are not permitted on the Club's premises, except under special circumstances when authorized by the Operator.
- 3.20.11 Smoking is not permitted anywhere within the Clubhouse or Academy Buildings. Members or Guests may smoke on the terraces located outside Links, Repartee, opposite The Member's Lounge and outside Café T. All Members and Guests are expected to fully adhere to the smoking rules of the Club. Smoking on the course near the pipelines is discouraged. Smokers are asked to please ensure cigarette butts are disposed of tidily, either in the ashtray located on the golf cart or in the litter bins located around the Golf Course.

3.21 LIABILITY

- 3.21.1 Members and their guests use the Club Facilities and the Golf Course at their own risk. The Owner and Operator and each of their respective directors, employees, agents and representatives are not liable to Members or their guests for damage to or loss of any property, or injury or death to persons in connection with their use of the Facility.
- 3.21.2 Each Member and each of his or her guests indemnifies the Owner and the Operator and each of their respective directors, employees, agents and representatives against any loss of or damage to any property or injury or death to persons caused or contributed to by each Member or by his or her guest while using the Club Facilities or the Golf Course.
- 3.21.3 Failure by a Member to pay any amounts for which he or she is liable hereunder clause 3.7 shall constitute grounds for termination or suspension by the Operator of that Membership.

- 3.21.4 All persons taking part in any activity, whether on the Club's premises or which is organized by the Club elsewhere, shall be deemed to have consented to all risks of injury (including loss of life) and of loss or damage to their property inherent in that activity.
- 3.21.5 Any person entering the Club's premises or using the Club's facilities are subject to the condition that he or she shall fully and effectively indemnify the Club against any cost, claim, loss, liability or expense the Club may incur as a direct or indirect result of that person or loss or damage to any other person's property. If any person who is not a Member fails to fully and effectively indemnify the Club as aforesaid, the sponsoring Member shall indemnify the Club to the same extent.

3.22 DISCLAIMER

- 3.22.1 All property stored in the locker rooms or in the bag storage room shall be at the Member's own risk. The contents of any locker acquired without permission, and any property left on the premises of The Royal Golf Club (other than in a place allocated for storage), shall be moved to the lost property box located at the locker room reception, and if not claimed for more than three (3) months, shall be deemed abandoned and disposed of. Any golf trolley stored but not used for a period of six (6) months shall also be treated as abandoned property.
- 3.22.2 Each Member will be held responsible for the loss or damage of any Royal Golf Club property and its replacement cost, and any such property removed from the premises of The Royal Golf Club without permission shall be deemed to have been the subject of theft.
- 3.22.3 All cars and other vehicles parked in The Royal Golf Club parking facilities (and all contents of such cars and other vehicles) shall be at the owner's own risk. All drivers must abide by the traffic and parking directions and follow the routes and signs posted in the parking facilities. The Royal Golf Club may tow away any cars or other vehicles parked in non-orderly manner and may refuse entry to or turn away the driver of any car or vehicle who does not abide by these directions. The Royal Golf Club shall not be responsible for any damage to or loss of car or other vehicle whether caused by the Member, Guest or any third party.
- 3.22.4 Use of the Country Club facilities shall be at your own risk. Members, guests and visitors are responsible for the safety and care of personal belongings and the Club will not be liable for any loss or damage of such belongings whilst on the premises. Patrons are responsible for the care of all fitness equipment and other equipment belonging to the Royal Country Club. The Club shall not be liable for any injuries or loss of life for any Member or guest whilst on premises. Patrons are responsible for the safety and good behavior of his or her children and must accompany guests whilst on the premises.
- 3.22.5 Use of the Golf Course (Championship Course, Wee Monty, Driving Range or Practice Facility) shall be at your own risk. You are responsible for your own safety and for the care of your belongings. You are also responsible for the care of all golf clubs and bags, golf trolleys, golf carts, and other equipment belonging to The Royal Golf Club. The Royal Golf Club shall not be held liable for any injuries or for the loss of any belongings.
- 3.22.6 Operation of the Golf Carts is at your own risk. You are responsible for any damage to the Golf Cart (and for any cost of repairing the Golf Cart due to damage occurring during the time that the Golf Cart is signed out by to you) and for any injury to any person caused by your operation of the Golf Cart. You are responsible for driving the Golf Cart responsibly on the Course and for returning the Golf Cart to the designated return location.

3.22.7 You are responsible for your own safety in all areas of the Course and the premises of The Royal Golf Club. The Royal Golf Club shall not be held responsible for any injury you suffer while on premises, and you are requested to act responsibly and to walk only in the designated areas and to observe the rules and regulations of The Royal Golf Club.

3.23 CANCELLATION FEES

3.23.1 The Operator operates a strict 48 hour cancellation policy for tee times. If a Member needs to cancel or reduce the number of players in a booked tee time, this has to be done outside 48 hours in advance of the scheduled tee time. All bookings will receive a reminder email or reminder call 72 hours prior to booked tee times.

3.23.2 Any cancellations that are made within 48 hours of the booked tee time and are not then reserved by an alternative Member or guest, a cancellation fee (Member Guest Rate) per Member and applicable Member Guest rate for additional players will apply. The Member making the reservation is accountable for all players in the reservation.

3.23.3 In case of cancellation due to medical reasons, a medical report may be requested by the Golf Club in order to waive the cancellation fee. To assist with medical condition on the day of play, charges will apply and refund will take place once medical report is presented.

3.23.4 Upon booking or cancellation of tee times, it is the booking player's responsibility to ensure all details relating to the booking are correct, including the number of players and the time and date of play. When making a booking, the booking player will be given a confirmation number from the reservations team. Once a request cancellation is made, the cancelling player will receive a cancellation number as proof that the tee time has been cancelled. In case of disputing a cancellation fee, the cancellation number has to be presented to waive the cancellation fee.

3.23.5 Cancellation disputes will only be considered with cancellation numbers or email notifications – verbal notifications cannot be considered. For unpaid fees, Member privileges will be reviewed by the membership department.

SECTION 4: Golf Course Rules & Regulations

4.1 GOLF COURSE

4.1.1 Members and their guests must observe the rules and course etiquette as outlined in the Rules of Golf and any other etiquette appropriate to use on the Golf Course and in the Clubhouse facilities. These include;

- a) repairing divots and pitch marks on the Golf Course;
- b) raking sand bunkers on the Golf Course;
- c) driving golf carts on the cart paths where provided and keeping golf carts at least a minimum of 15 meters away from the green or 10 meters of any tee or 5 meters of any bunker;
- d) using reasonable care for plants and trees, fixtures and equipment in the Clubhouse and on the Golf Course; and

- e) playing at an acceptable speed on the Golf Course so as not to delay play or offend other players.
- 4.1.2 The Operator reserves the right to close the Golf Course for play at any time without prior notice to Members for any reason that the Operator thinks fit. Your Agreement with the Owner does not include any promise or warranty that the Golf Course will be available for play and you will have no rights against the Owner or the Operator (or both) as a result of the Golf Course not being available for play. The Operator will not close the Golf Course to Members on Fridays and Saturdays unless an unavoidable situation occurs that is beyond the Operator's control or a situation arises that is deemed by the Operator to be in the best interest of the Owner and Members.
- 4.1.3 Members and their Guests must report to the Golf Shop for registration prior to any play on the Golf Course. Failure to comply with this provision will be treated as a serious offence and may result in the suspension or termination of Membership.
- 4.1.4 All tee times require a Membership number, email address and a credit card number on file to guarantee golf reservations. Your credit card will be charged for any abandoned tee times not cancelled prior to the 48-hour cancellation period. For your convenience, this number will be kept on file as per Clause 3.23.
- 4.1.5 "Cutting-in" is not permitted at anytime. All players must check in with the Starter.
- 4.1.6 All players must start from their designated first tee unless permission is given from the Starter.
- 4.1.7 Practice is not allowed on the Golf Course. The practice facility and the practice putting greens should be used for these purposes.
- 4.1.8 All players who stop after playing nine (9) holes for any reason must occupy the next tee before the following players arrive at the tee or they will lose their position on the Golf Course.
- 4.1.9 All tournament play must be approved in advance by the Director of Golf.
- 4.1.10 Proper golf etiquette should be observed at all times.
- 4.1.11 Golf course staff have the authority on the golf course to enforce all rules and pace of play. Players must cooperate with the Player Assistants requests.
- 4.1.12 Each player must have his/her own set of golf clubs.
- 4.1.13 Only "soft spike" golf shoes or tennis shoes should be worn on the golf course.
- 4.1.14 Mobile phones must be on silent or vibrate whilst on the golf course. Courtesy to the other players must be given when taking calls on the golf course. If a call is going to take a period of time where you will hold up play, you must allow following groups to play through.
- 4.1.15 The Club reserves the right to refuse access to the course to any person until that person has satisfied the Director of Golf that he/she possesses a satisfactory and acceptable standard of play.
- 4.1.16 Members may walk and carry their bags or pull a trolley. During busy periods walking will not be permitted-this will include peak times at weekends, holidays or night golf.
- 4.1.17 During busy periods the Operator reserves the right to group golfers to make 4 balls. These will usually be weekends, holidays and "night golf".
- 4.1.18 A maximum of four (4) players can play together at any one time.
- 4.1.19 To make a tee time, golf lesson or dining reservation, please call +973 17 750777.

4.1.20 Members can book a tee time up to thirty (30) days in advance. The first two days can be done via online access only.

4.1.21 Entry Fees to competitions maybe applicable depending on the competition criteria.

4.2 GOLF CARTS

4.2.1 Club golf carts may be used when playing the Golf Course.

4.2.2 Members and their guests are responsible for any damages to golf carts or any Club property whilst using a golf cart.

4.2.3 Use of private golf carts is prohibited.

4.2.4 Members and their guests may use and operate the golf carts for use on the golf course subject to the golf cart rental terms and conditions posted in the Golf Shop.

4.2.5 All drivers of golf carts must be at least 16 years of age or hold a valid driving license unless the Operator (acting in its absolute discretion) agrees otherwise.

4.2.6 No more than two (2) persons and two (2) sets of golf clubs are permitted on each golf cart.

4.2.7 Golf Carts are strictly prohibited on the Wee Monty unless approved by the Operator.

4.3 HANDICAPS

4.3.1 The Operator will maintain golf handicaps in accordance with the handicapping rules of the handicapping body which is chosen by the operator, for all persons who are entitled to nominate the Golf Course as their home club under the Charter.

4.3.2 The Operator will display all handicaps at a location chosen by the Operator and easily accessible to Members.

4.3.3 The Operator will not be liable for any errors or omissions made in maintaining handicaps.

SECTION 5: Charge Account Rules& Regulations

5.1 INTRODUCTION

5.1.1 The Member and its authorized individuals must read these rules thoroughly before operating their Charge Account.

5.1.2 If a Member applies for a Charge Account, the Member is agreeing to be bound by the Charge Account Rules which will govern the Member's operation of the Charge Account.

5.1.3 Members may only apply for a Charge Account by completing the appropriate application form which shall include a direct debit and a credit card authorization to be used by the Operator in the event of non-payment of the Member's Account. Junior Members are not eligible to apply for a Charge Account but may be nominated as an authorized individual under clause 5.5.2.

5.2 TERM OF THE CHARGE ACCOUNT

5.2.1 The Member may use the charge Account from the date on which the Member's application for a Charge Account is approved by the Operator until the earlier of:

- a) the Membership Agreement between the Member and the Operator terminates; or
- b) the Operator or the Member cancels the Charge Account under these Charge Account Rules.

5.3 USE OF THE CHARGE ACCOUNT

5.3.1 The Member is not obliged to use the Charge Account even if the Member's Charge Account application form is accepted by the Operator.

5.3.2 The Member may use the Charge Account:

- a) to purchase Goods and Services provided the aggregate value of all purchases does not exceed the available limit; and
- b) in accordance with these Charge Account rules.

5.3.3 Charges may not be debited to the Charge Account unless:

- a) the Member or their authorized individual (as the case may be) produces identification which is satisfactory to the Operator's employees; and
- b) the Member or authorized individual signs a Charge Account record in a form determined by the Operator for the charge.

5.3.4 The Member must not:

- a) give the Member's Charge Account Number to any person other than the Member's authorized individuals;
- b) allow any person to make charges to the Charge Account unless that person is an authorized individual of the Member;
- c) use or allow any other person to use the Charge Account for any purpose if a petition for the Member's bankruptcy has been issued, unless the petition is no longer in force or the application has been withdrawn or dismissed;
- d) use the Charge account to purchase Goods and Services if the purchase will cause the Credit Limit to be exceeded; or
- e) use or allow any other person or authorized individual to use the Charge Account or to quote the Charge Account Number if the Member does not honestly expect to be able to pay the Member's account in full on receipt of the monthly statement.

5.4 LIABILITY FOR CHARGES

5.4.1 The Member is liable for all Charges, even if these exceed the Credit Limit. For Corporate Members the company remains liable for all unpaid accounts or other debts incurred by the persons named under their Corporate Membership.

5.5 MEMBER'S AUTHORIZED INDIVIDUALS

- 5.5.1 If a Member wishes to permit an authorized individual to use the Member's Charge Account, the Member must give the Operator a notice in the form specified by the Operator.
- 5.5.2 Members may have up to four (4) authorized individuals at one time.
- 5.5.3 The Member may change this nomination up to three (3) times per year by notifying the Operator in writing.
- 5.5.4 The Member remains liable for all charges to the Charge Account, including those made by authorized individuals.
- 5.5.5 The Member may terminate an authorized individual's right to use the Charge Account at any time by giving the Operator written notice. The authorized individual's right to use the Member's Charge Account will terminate when the Operator receives the notice.
- 5.5.6 An authorized individual whose right to use a Charge Account is terminated by a Member may not be re-nominated to use that Charge Account for nine (9) months following such termination.
- 5.5.7 The Operator may require an authorized individual to produce identification satisfactory to the Operator when using the Charge Account. If the authorized individual does not produce that identification, the Operator may refuse to permit the authorized individual to charge Goods and Services to the Charge Account.
- 5.5.8 An authorized individual is bound by these Charge Account Rules as if the authorized individual were a Member from the earlier of the date when the authorized individual signs:
 - a) the Charge Account application form as an authorized individual; or
 - b) the form referred to in clause 5.5.1 of this Section 5.

5.6 MONTHLY STATEMENTS

- 5.6.1 The Operator will send the Member a monthly statement which sets out all Charges at that time recorded to the Member's Charge Account for the preceding month, usually within the first ten (10) days of each calendar month.
- 5.6.2 The Member must pay all charges reflected in a statement within thirty (30) days of the date of issue of the statement. If the Member does not pay the amount indicated on the statement by the relevant due date, the Operator may:
 - a) suspend the Member's Charge Account and charge a reasonable rate of interest as determined by Operator on the outstanding amount due until payment in full;
 - b) apply such charges to the Member's credit card on file; and
 - c) take any other action permitted under the Membership Agreement or applicable law.

5.7 DISPUTED CHARGES

- 5.7.1 After receiving the Member's monthly statement, the Member must notify the Operator within seven (7) days if the Member reasonably believes that any charge has not been properly incurred by the Member or an authorized individual.

- 5.7.2 The Operator will investigate the disputed charge promptly.
- 5.7.3 If the Operator can produce a record of charge showing a signature which bears reasonable similarity to the Member's or an authorized individual's signature, this shall be conclusive proof that the charge was properly incurred.
- 5.7.4 If the Operator proves that the charge was properly incurred, the Member must cease disputing the charge and pay it in accordance with clause 5.6.2 of this Section 5.
- 5.7.5 If the Operator cannot prove that the charge was properly incurred and the Member has paid the charge, the Operator must refund to the Member the amount of the disputed charge within fourteen (14) days of the Member's notice under clause 5.6.1 of this Section 5.

5.8 MEMBER LEVY ACCOUNT

- 5.8.1 A Member may hold a Levy Account whereby payment is made in advance and can be used as a 'cash float' for expenditure throughout the Club. When funds reach BDO value, the Member will be required to 'top-up' up their account or make direct payment for goods and/or services.
- 5.8.2 There is no upper monetary limit to levy account, and this can be transferred into the following calendar year following full membership renewal. On expiry or lapse of membership, any funds remaining in levy account will be lost and cannot be redeemed.
- 5.8.3 Member needs to be present at time of purchase of goods and/or services within the Club and must be in possession of a valid and current Membership Card.

5.9 TAXES AND DUTIES

- 5.9.1 If the Operator has to pay or reimburse anyone for any tax, duty, or other charge imposed by law in respect of:
 - a) the Charge Account;
 - b) the Member's use of the Charge Account;
 - c) any transaction involving the Member, any fee listed in the Fee Schedule or the Charge Account; or
 - d) the receipt of funds in payment of charges,

the Operator may add that amount to the monthly statement of the Member, except as prohibited by law.

5.10 PAYMENT FOR CHARGES

- 5.10.1 The Member must pay the monthly statement in Bahraini Dinars, unless the Operator agrees to accept payment in another currency. Payments must be made in cash, cheque or bank transfer or acceptable credit card.
- 5.10.2 The Member may choose to provide the Operator with a credit card debit authorization allowing the Operator to automatically debit such monthly charges incurred in the previous month. Credit cards will be debited in the first fifteen (15) days of each calendar month.

- 5.10.3 If the Operator decides to accept payment in another currency, the Operator will convert the Member's payment to Bahraini Dinars at a rate reasonably determined by the Operator, and credit the payment to the Member's Charge Account. Only the Bahraini Dinar amount will be credited to the Member's Charge Account.
- 5.10.4 Payment is only received by the Operator when it is received in clear funds.
- 5.10.5 The Operator may, but is not obliged to, accept late or part payments, payments described as being in full or in settlement of a dispute if that amount is less than the amount owed.
- 5.10.6 The Operator may credit part payments to any outstanding charges as it chooses.
- 5.10.7 If the Operator receives a cheque, draft or other payment instrument from the Member which is not honoured in full, or the payment is not timely provided, the Member agrees to pay the Operator the dishonored amount plus the Operator's reasonable collection costs, expenses and legal fees, except as prohibited by law.
- 5.10.8 This clause also applies to any debit instruction that the Operator gives to the Member's financial institution which is not honored in full.
- 5.10.9 The Member will only pay the Operator's reasonable costs in recovering or trying to recover charges from the Member, including legal fees on a solicitor-client basis, except as prohibited by law.

5.11 SUSPENSION AND CANCELLATION

- 5.11.1 The Member may cancel the charge Account at any time by giving the Operator written notice. The Charge Account is cancelled upon actual receipt by the Operator of the notice.
- 5.11.2 On Cancellation of the Charge Account, the Operator will no longer allow the Member or any of the Member's authorized individuals to use the Charge Account for the purchase of Goods and Services.
- 5.11.3 The Operator may suspend or cancel the Member's right to use the Charge Account at any time, with or without cause, by giving the Member notice in writing.
- 5.11.4 The suspension or cancellation is effective from the time when the Member receives the notice.
- 5.11.5 If the Operator cancels the Charge Account, the Member and the Member's authorized individuals will no longer be entitled to use the Charge Account for the purchase of Goods and Services.
- 5.11.6 If the Operator suspends the Member's right to use the Charge Account:
 - a) the Member and that Member's authorized individual must not use the Charge Account until the Member has paid all outstanding charges; and;
 - b) the Operator does not lose any rights under these Charge Account Rules or at law.
- 5.11.7 If the Charge Account is suspended, cancelled or expires the Member remains bound by the Charge Account Rules and liable to pay all charges, until all charges have been fully paid.

5.12 COMPLIANCE WITH LAWS

- 5.12.1 The Member must comply with all applicable laws governing the use of the Charge Account.
- 5.12.2 The Member indemnifies the Owner and the Operator against any failure of the Member to comply with all laws.

5.13 CHANGES TO THESE CHARGE ACCOUNT RULES

- 5.13.1 The Operator may amend the Charge Account Rules at any time.
- 5.13.2 The Operator must give the Member a copy of the amended Charge Account Rules promptly.
- 5.13.3 The Member is bound by the changes when the Member receives the amended Charge Account Rules.
- 5.13.4 If the Member uses the Charge Account after the notification, the Member is deemed to have agreed to the changes.

5.14 GENERAL

- 5.14.1 The Member and any authorized individuals represent and warrant that:
 - a) the Member's and the authorized individuals obligations under these Charge Account Rules are valid and binding and are enforceable against the Member or the authorized individuals in accordance with their terms;
 - b) the Member and the authorized individuals have fully disclosed in writing to the Operator all facts relating to the Member and the authorized individuals which are material to the assessment of the nature and amount of the risk undertaken by the Operator in permitting the Member to have a Charge Account;
 - c) the Member and the authorized individuals are not in default under a law, regulation, official directive, instrument, undertaking or obligation affecting them or their assets;
 - d) there is no pending or threatened action or proceeding affecting the Member, the authorized individuals or their assets before a court, governmental agency, commission or arbitrator; and
 - e) the Member and the authorized individuals do not operate the Charge Account in the capacity of a trustee of any trust or settlement.
- 5.14.2 These representations and warranties are taken to be also made every three (3) months from the date the Member or an authorized individual first uses the Charge Account.

SECTION 6: Food and Beverage

6.1 DISCOUNT

- 6.1.1 Golf and Country Club Members are entitled to a 20% discount on food and all beverages in all outlets of the Royal Golf Club. The discount is given upon presentation of a valid membership card.
- 6.1.2 The F&B discount does not apply on promotions and banqueting prices.
- 6.1.3 The discount applies to the Member and up to 3 guests and does not apply to private catering functions.

6.2 ALCOHOL SERVICE

- 6.2.1 At the Royal Golf Club, we understand social responsibility towards our Members. A strict policy is in place to protect our members and the Club in regards to alcohol consumption. All F&B associates and managers will follow the procedure in regards to alcohol service to intoxicated customers.
- 6.2.2 The Club and his associates have the right to refuse alcohol service to any Members on the following points:
- a) already intoxicated Members;
 - b) strong anti-social behavior towards other Members and guests;
 - c) abuse towards associates; or
 - d) people under eighteen (18) years old, the Club has the right to ask for ID for proof of age.

6.3 MEMBERS LOUNGE

- 6.3.1 The Members Lounge is open to golf and country club (6 months and annual) Members.
- 6.3.2 Each Member can sign in 3 guests. The presence of the Member is mandatory. Member's guests are requested to leave the Members lounge when the Member is leaving.
- 6.3.3 In case the Members lounge is full, access will be given to other Members first.
- 6.3.4 Children less than 12 years old are not authorized in the Members lounge, under 18 needs to be accompanied by a legal guardian.
- 6.3.5 Only, in the Members Lounge, Members can access a la carte menus from Links, Prego and Members Lounge during the opening hours of the respective outlet.

6.4 PUBLIC OUTLET

- 6.4.1 Policy regarding the service of alcohol applies also in all F&B outlets.
- 6.4.2 Each outlet has its own theme; we will not serve food from one outlet to another.
- 6.4.3 All Members need to have their membership card to get their F&B discount.
- 6.4.4 We ask our Members to follow a dress code in Links and Prego. No golf shoes are authorized.

SECTION 7: Royal Country Club

7.1 GENERAL

- a) Membership Card must be shown at Reception to gain access.
- b) Independent personal trainers are not allowed into the facility without the manager's consent.
- c) Appropriate clothing and footwear is to be worn inside the Country Club at all times.
- d) Children must be supervised at all times when in the Country Club.

e) Bookings for all health club or recreation activities occur at Main Reception.

7.2 GYM

- a) Members must complete and sign their gym induction before using the gym.
- b) No mobile phones to be used in the gym.
- c) No children allowed unsupervised in any of the gyms or classrooms.
- d) Children under the age of 13-year may not use the gym, sauna or steam room.

7.3 STUDIO & FITNESS CLASSES

- a) Children will not be allowed into the studio unless accompanied by an adult or member of staff.
- b) No equipment is to be taken from the studio without informing staff.

7.4 MULTI- PURPOSE COURT

- a) The multi-purpose court must be booked in advance at the Country Club Reception.
- b) Members may book the court up to seven (7) days in advance.
- c) Children's activities must be supervised at all times.

SECTION 8: Directory

8.1 OPERATOR CONTACT

VP Operations Troon Golf Middle East & Africa
Troon Golf Suisse Sarle
Suite 2, 1st Floor, Glass Tower
World Trade Center Lugano
PO Box 317
Via Lugano 13, 6982 Agno
Switzerland

8.2 OTHER INQUIRIES

Chloe Beacon
Membership Manager
The Royal Golf Club
P. O. Box 39117
Riffa, Kingdom of Bahrain
Direct: +973 1775 0777 Ext. 326
Mobile: +973 3990 1848
Email: c.beacon@theroyalgolfclub.com
Website: www.theroyalgolfclub.com