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# Country Club **Policy**

June 2022

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Policy owner:	CA Committee
Approved by:	CA Committee
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	Annually, unless otherwise required

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## 1.0 Welcome

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

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

The explanation below will assist your understanding of the rules.

### 1.1 Authority

These rules are issued with the endorsement and authority of the Breakfast Point Community Association Committee DP 270347 ("CA"), and are correct as of December 2021. They will be reviewed annually.

### 1.2 Club Sub-Committee

The CA will appoint a sub-Committee to provide advice, and support regarding the Club. This sub-Committee is not a decision-making body, but can make recommendations to the CA. The sub-Committee will be governed under a Charter approved by the CA.

### 1.3 General Definitions

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

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

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

**General Manager** means the person who oversees the overall operations of CA property and assets and reports to the Community Association Committee.

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

**Club Operations Manager** is the person in charge of the operation of the Club. Staff are those people working under the direction and management of the Club Operations Manager.

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

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

## 1.4. Membership Definitions

Member means a person who is an owner, tenant or other resident of a Lot at Breakfast Point DP270347. Member definitions are as follows:

- **Owner** means:
  - A person who owns the property and resides permanently at that property;
  - A person who owns the property but does not reside permanently at the property and has not relinquished their rights to access the Country Club;
  - A person who resides within a property that was built prior to the Country Club opening, e.g. Mimosa Community, Spring Park Community, Fairwater Community, Bishop Street Homes, Medora Street Homes, Adam Street Homes, Brays Road Homes.
- **Tenant Member** means a person who is renting a Lot at Breakfast Point from a property owner for a minimum of six months and who is listed on the Tenancy Lease Agreement.
- **Other Resident** means a person who permanently lives at the residence but is not listed on the Contract of Sale or Tenancy Lease Agreement.
- **Temporary Member** means a person who has been granted use of the Club facilities and venues by the CA Committee.

## 1.5 Disclaimer

The below disclaimer relates to all Community Association community facilities;

*In using Community Facilities owned and operated by or on behalf of the Community Association DP No.270347 ("CA") you agree and accept that the use of such facilities for recreational activities involves a risk of physical harm or personal injury including permanent disability and/or death. Any such injury may result not only from your actions including physical exertion but also from the action, omission, or negligence of the CA and/or others.*

*You further agree that the CA including its officers, employees or agents shall not be liable to any person whether in contract, tort, negligence, under statute or otherwise for any injury, loss, damage, death, economic loss whatsoever suffered by you, whether consequential, direct, or indirect, caused by or connected with your participation in the recreational activity.*

## 2. Rules

### 2.1 Access to the Club and Facilities

The Club and facilities can only be accessed by Members as outlined above using approved electronic security access items (FOBs). You must swipe your FOB on entry to ALL Club facilities.

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

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

Children (under the age of 18) must be accompanied by a Member.

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

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

Considering the current COVID-19 Pandemic situation, access to the Country Club will be regularly reviewed. Other practices may be required by the Government from time to time in pandemic circumstances and these will be communicated when they are notified.

### 2.2 Membership

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

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

The following documentation is required when applying for Country Club membership:

- **Owner Members:** A copy of the Contract of Sale page confirming ownership of the Lot, OR a recent copy of the Canada Bay Council rates notice and valid Photo ID (eg. Driver's Licence, Photo ID Card or Passport).

- **Tenant Members:** A Real Estate Institute NSW Residential Tenancy Agreement showing the listed tenants as entitled to Club Membership, a letter from the Managing Agent confirming the owner has waived their access and rights for Club membership, and a valid photo ID (eg Driver's Licence, Photo ID Card or Passport).
- **Other Residents:** Valid Photo ID displaying this Breakfast Point address (eg. Photo ID Card, Driver's Licence) or alternatively a valid Centrelink Card and Passport.

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

Owners and Tenants wishing to add an additional person (for example, a family member moving in) need to supply a signed letter from the owner or managing agent stating that the person will be living in their residence permanently. The new resident will be required to complete a Member Application Form and provide documents as required under 'Other Residents' membership.

If a company or other similar entity owns a lot, membership may be assigned to a resident of the lot on the terms outlined above. There will be a maximum of two FOBs issued per business.

## 2.3 Temporary Members

The CA may in its absolute discretion grant use of the Club facilities and Venues to a person, corporation, or Government instrumentality for a specified period of time. The CA may grant such use on any reasonable terms and conditions with the Temporary Member.

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

## 2.4 Guests to the Club

Each Member may bring up to two Adult Guests in total to the club unless it is a planned event or to use the dining and beverage services only. There is no limit to the number of guests joining a Member in the Bayview Bar & Dining area.

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

All Guests must be signed in at Reception on arrival. Guests are required to pay a guest fee at sign in if using the facilities, other than the Bayview Bar and Dining. The CA can vary or change the fee at any time.

## 2.5 Health and Wellbeing

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

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

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

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

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

Where a member or guest suffers an injury or near miss, they must report this incident to the Receptionist on duty as a matter of urgency.

## 2.6 Privacy

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

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

## 2.7 Food and Beverages

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

Food and beverages for babies and children under the age of 2 can be brought into the club. The food must and beverage can only be an amount suitable for consumption by those children during the visit.



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

## 2.8 Conduct

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

Appropriate attire for the Club dining and beverage areas is smart casual. A shirt must be worn at all times. Bare feet, wet clothing, uncovered swimwear or attire more appropriate to the pools, spa, sauna, gym and change areas is not permitted.

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

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

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

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

## 2.9 Children

Children, defined as persons under the age of 18 years, are encouraged to use the Club facilities and venues with their families but they must be accompanied and properly supervised at all times by the Member or guest, unless the child is attending an organised Club activity supervised by another adult.

## 2.10 Swimming Pools

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

Members are allowed to bring up to two guests who must sign in at Reception prior to using the facilities. Guests will be charged the guest fee upon entry and must be accompanied by a member at all times.

The Club Operations Manager and staff have the right to reserve the lap pool at certain times for adults only and to reserve sections for aqua aerobics and other activities at their discretion. Details of these events will be posted on our website or via email communication.

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

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

If in the reasonable opinion of the Club Operations Manager or a member of staff overcrowding occurs, entry to the pool may be restricted.

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

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

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

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

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

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

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

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

## 2.11 Gymnasiums

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

Members and guests using the gyms must be appropriately attired in gym shoes and gym clothing and utilise towels. Gym equipment must be cleaned with a towel or disinfectant cloth after each use.

Guests must sign in at Reception prior to using the gym. They will be charged the guest fee upon entry and must be accompanied by a member at all times.

Guests are not permitted to use the gyms in the peak times between 6:00am to 9:00am and between 6:00pm and 8:00pm Monday to Friday or at other times determined by the Club Operations Manager or the staff.

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

Children under 16 years of age are not permitted inside gymnasiums. Children between 16 and 18 are permitted but must be supervised by an adult person over 18 years of age.

Where a member or guest suffers an injury or near miss they must report this incident to the Receptionist on duty as a matter of urgency.

## 2.12 Personal Trainers

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

- Completion of an application form by the Personal Trainer;
- Payment of a monthly fee exclusive of GST which is currently:
  - \$100 for 1-2 days/week gym use
  - \$200 for 3-4 days/week gym use
  - \$300 for 5-7 days/week gym use
- Personal Trainers must sign in on each visit and wear an identification badge while in the Club;
- Comply with the instructions of the Club Operations Manager or staff member or immediately leave the premises;



- Personal Trainers are not permitted to use gym equipment except to demonstrate the safe use of the equipment to their clients;
- Personal Trainers must consider the comfort and well-being of Members and keep noise and talking to a minimum.

## 2.13 Changerooms

Showers in change rooms are for short duration rinsing only. Members must not remove any supplies provided and should ensure that they leave the area in a clean and tidy state.

## 2.14 Lockers

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

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

## 2.15 Tennis Courts

### 2.15.1 Court Booking Procedure

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

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

Daily bookings for a session are to be made at Reception or by telephone.

Members and guests must be properly attired in shirts and tennis shoes. All members and guests MUST sign in at Club Reception prior to using a court. Guests must sign the guest register acknowledging acceptance of the 'Disclaimer'. Guests will be charged the guest fee upon entry and must be always accompanied by a member.

Members failing to attend within 15 minutes of the allotted time will forfeit their booking. The court must be promptly vacated at the end of a session. Use of the tennis courts by groups of young children do so at the sole risk of the Group's Supervisor. Regular tennis court bookings are not permitted on Public Holidays.

### 2.15.2 Tennis Coaching

Tennis Coaches are permitted to conduct coaching sessions on the courts for members.

The Club will capture the number of days that they visit the Club each month and divide it by the total days in the month and if it is:



- Less than 33% the charge is \$110/month plus GST
- Greater 33% and less than 66% if is \$220/month plus GST
- Greater than 66% than it is \$330/month plus GST

## 2.16 Parking

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

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

## 2.17 Security

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

## 2.18 Functions

The club is hired from time to time for private functions by non-members with the approval of the CA. When this occurs, members will be advised in advance should these functions have any impact on member access to the Club and facilities

# 3.0 Outlying Venues and Buildings

The Community Hall, Silkstone Park, Administration Building, BBQ areas and other designated venues within the Community Association are managed by the Country Club. The Club Operations Manager has responsibility for bookings of these facilities within policy guidelines established by the CA.

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

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

Hiring charges for these facilities will be reviewed annually and a current schedule of charges is available from the Country Club Reception or the Breakfast Point website. The CA Executive reserves the right to control of the CA facilities and to decide on their use and the conditions attached to their use.

This includes the following:

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

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

### **3.1 BBQ Area**

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

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

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

Jumping castles and other amusement ride/attraction are not permitted on Community Association property.

### **3.2 Community Hall**

The Community Hall is available for hire. The booking information and Terms and Conditions are held at Reception and available on the website

### **3.3 Administration Building**

The Administration Building has several meeting rooms that can be used for strata related business or for small group meetings. When not needed by residential groups, they can be rented to external

agencies to generate revenue for the Community. The Administration Building hire information is available on the website.

## 4.0 Enforcement of Rules

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

## Review

### Compliance, monitoring and review

1. Suspected breaches or misuse of this policy are to be reported to the General Manager or Community Association Executive.
2. Policy requires annual review or sooner if otherwise required.
3. Policy requires approval of the CA Committee

## History of revisions

### Policy amendment history and version details

Amendment history	Details
<b>Original approval authority details</b>	Community Association Committee 03/12/2021
<b>Version 1.2</b>	05/01/2022 Change to Section 2.7 Food & Beverage Change to Section 3.1 BBQ Area
<b>Version 1.3</b>	22/04/2022 Section 2.1. Removal of condition of entry - Full vaccinated members and guests only.



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**Version 1.4**

03/06/2022

Section 1.5 Disclaimer added.

Section 2.15 Tennis Courts changed to reference booking procedure.

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