

CONDUCT RULES

LINKS GOLF CLUB (RF) LIMITED

These conduct rules are under the control of the Board of Directors of Links Golf Club (RF) Limited (the Club”) and need not be ratified by the shareholders at a general meeting. As is traditional, golf clubs refer to their “members” and for purposes of these Conduct Rules, the Club shareholders and other categories of members (as outlined in the Annexure J to the Agreement of Sale), shall collectively be referred to as “members” for purposes of ease of reference in this document.

The Club has a Men’s and Ladies’ Club Captain and Vice-Captain as nominated and elected by the members, who act in an advisory and consultative capacity to assist the Club’s Board and Management in discharging their duties.

Changes to these conduct rules shall be made with due consideration by the Board and management of the Club and as recommended by the Captains. The Board shall have the final decision as to the adoption of such recommendations.

Members shall be notified as to any amendments and / or updates.

Where applicable, the St Francis Links Homeowners Association shall be referred to as “the Association”.

This document should be read in conjunction with The Summary of Membership of the Golf Club (Annexure J to the Sale Agreement).

1. GENERAL

- 1.1. The Club and the Association reserves right of access to all facilities.
- 1.2. Neither the Club nor the Association shall be held responsible for any loss of or damage to any personal belongings of anyone who frequents the Clubhouse or other facilities on the St Francis Links estate.
- 1.3. Lost property found on course, in the clubhouse or elsewhere on the estate, should be turned into the golf shop.

- 1.4. The aims and objectives of the Eastern Cape Golf Union, Golf RSA and the rules of golf and guidelines set down by the Royal and Ancient Golf Club of St Andrews shall be observed and respected by all members, their guests and visitors.
- 1.5. Local rules for the golf course shall be determined by the Club's PGA professional and shall be respected.
- 1.6. Members shall at all times refrain from engaging in any conduct which may be prejudicial to the interests or reputation of the Club and the Association.
- 1.7. Every person visiting St Francis Links, including members, guests, visitors and employees is expected to conduct themselves in a publicly acceptable manner, with decorum and respectful of others.

2. LOCKER ROOMS

- 2.1. The locker rooms are open to members, their guests and visitors. No member shall lay claim to any locker on a permanent basis.
- 2.2. Towels may not be removed from the locker rooms.

3. EMPLOYEES

- 3.1. It is unbecoming for any Club members, guests or visitors to verbally abuse or insult any employees on course or in the clubhouse. No employee shall be reprimanded by a Club member, guest or visitor.
- 3.2. Any complaints regarding staff or service should be promptly reported to management of the Club. (Please refer to the Fair Treatment of Staff policy in the Conduct Rules of the Association).

4. THE CLUBHOUSE AND GOLF COURSE

- 4.1. Alcoholic beverages shall only be served, sold and consumed on the premises during hours as determined by the by-laws of the Kouga Municipality and the National Liquor Act. It shall never be served to underage persons prohibited by law.
- 4.2. Club members shall be liable for any damage to property caused by their visitors and guests and shall ensure that they comply with these Conduct Rules.
- 4.3. Golf clubs and any other personal belongings are stored at the Clubhouse storage facilities at owners' own risk.
- 4.4. Parents or guardians are responsible for the safety and care of minors visiting the clubhouse and shall have due regard to other Clubhouse members, guests and visitors use and comfort.
- 4.5. Dogs are welcome at the clubhouse but only in the designated area outside of the bar area, and not where guests are seated for eating, except where such dog is a guide dog. They must be on a short leash at all times. Its owner shall be responsible to ensure that it doesn't cause a nuisance to

others and have a receptacle ready and collect any faeces or to clean any urine.

- 4.6. Club management shall have the authority to regulate the hours of operation, as it deems necessary and viable and as per the Club's functions calendar.
- 4.7. The Club may close all or any part of the course for maintenance, weather conditions, or tournaments. Should this be necessary, fair notice will be provided to all members, except in emergency situations such as weather and unforeseen maintenance.

5. DRESS CODE

- 5.1. St Francis Bay is a holiday destination frequented by families. As such, there is relaxation on a determined dress code for the clubhouse. Anyone entering the Clubhouse which is a public family facility, is expected to dress appropriately and be clothed in a manner befitting the Club. Although the club promotes a relaxed atmosphere, the wearing of tank tops, swim wear, bare feet etc whilst enjoying the clubhouse facilities is discouraged.
- 5.2. Club management are authorised to request a member, guest or visitor to dress appropriately should it be deemed necessary in their opinion or as a result of not being clothed in a manner befitting the Club or if a valid complaint is received.
- 5.3. Proper golfing attire must be worn whilst playing golf.

6. GOLF LESSONS

- 6.1. Only professional golfers as appointed by the Club and persons otherwise authorised by the Club may train, teach, or give golf lessons in lieu of payment.

7. TEE TIMES AND PLAYING

- 7.1. All tee times shall be on a first come, first served basis.
- 7.2. The Club reserves the right to institute limitations on guest use of the golf facilities and tee times, as well as implement tiered privileges for the booking of tee times i.e. Principal members first (refer to the Membership Structure of the Club document).
- 7.3. To allow members of the Club the option to access the preferable tee times first during seasonal ¹periods (as determined by the Club), the Club shall only make tee times available to visitors 48 hours in advance.
- 7.4. Should a member book a tee time with guests, but fail to physically play with them, such guests shall be charged unaccompanied guest greenfees (out of season) or visitors greenfees (during season).

¹ Season is defined as any holiday and / or high demand period and includes Wednesdays, Saturdays, Easter weekend, and the period between 15 December and 10 January each year.

- 7.5. Should a no-show occur by a player or players for a tee time booked by a Club member during seasonal periods, such Club member shall be held responsible for the payment of greenfees at visitor rates for those tee times.
- 7.6. Club management and golf shop employees reserve the right to pair single players or two-balls with others to maximise tee times and to optimise the speed of play.
- 7.7. Golfers are expected to maintain their starting intervals and avoid slow play. The starter and course marshals are there to regulate play and their instructions must be respected and adhered to.
- 7.8. Golfers may not enter private property adjoining the golf course (i.e. private homes) to retrieve a golf ball, even if the golf ball is visible.
- 7.9. In the interest of safety and so as not to interfere with course maintenance, all golfers must register in the golf pro shop prior to play, even if a member decides to play a few holes from their residences.
- 7.10. Members are expected to act with honesty and integrity and declare all guests and / or visitors playing with them so that greenfees are paid. This includes days where the Club may be closed but the course available for member play.
- 7.11. In the interest of safety, unauthorised divers in the dams on the estate and netting for golf balls in the dams are not permitted.
- 7.12. All golfers are expected to adhere to and comply with golf etiquette and proper on course/off-course conduct.
- 7.13. It is the responsibility of each player to submit that his/her score within 24 hours of play after each round in the SAGA Handicap system. No one may place reliance thereof on any employee of the Club.
- 7.14. All golfers are required to protect the fynbos areas of the course and trampling of the fynbos in search of a ball is not permitted. Under no circumstances may a golfer do any to harm any protected flora or animal (e.g. milk wood, bird, buck, snake, tortoise, etc) on the course.
- 7.15. Under no circumstances can the Association nor the Club be held liable for any damage or injuries caused by golf balls hit from the golf course or from anywhere else on the estate). The liability lies entirely with the golfer. It is unfortunate that the "culprit" seldom owns up and can invariably not be found, but pursuance of claims, against the identified golfer responsible, is a matter entirely for the owner of the damaged property.
- 7.16. Where damage to houses is concerned (windows, roof, etc.) arrangements and payment must be made by the Owner who may seek recourse against the golfer responsible for the damage, if identified. Where an owner is away (i.e. not in residence) the Association, as a service to residents, and "without prejudice," may, by prior arrangement with the owner, assist in arranging for the necessary repairs, but the cost will be for the Owner's account.
- 7.17. Special care should be taken when aiming one's tee shot off the following holes, which have private homes adjoining the golf course: Right of the 3rd, 11th, 13th and 15th. Other holes may also apply. Wayward tee shots from

these holes may land on homes there and even cause damage. The player is responsible for reporting such damage caused as well as the expenses to remedy same. Such remedial arrangements are between the property owner and the player.

8. THE DRIVING RANGE AND PRACTICE GREEN

- 8.1. Practice balls are for provided for use on practice areas only and may not be removed.
- 8.2. The driving range is for the exclusive use of members. Guests and visitors have access on the day of play and those receiving lessons from the PGA professionals and only after they have registered for golf. No residents' guests and visitors may use the facility unless they are playing on the day.
- 8.3. Principal members shall have preference over other categories of membership for use of the driving range.
- 8.4. The club's professionals may teach golf at the range to visitors who shall have periodic access to practice in between lessons but not on busy days or seasonal times.
- 8.5. The Club reserves the right to charge guests and visitors who have use of the range on the day of play, for buckets of range balls for practising.

9. GOLF CARTS

- 9.1. Golf carts must be parked in designated areas when using the practice area and at the clubhouse.
- 9.2. Golfers may not park golf carts at the clubhouse drop-off area at the entrance of the clubhouse. If the designated parking bays are full, golf carts should be parked in vehicle parking bays.
- 9.3. Golf carts must always be driven by a licensed driver with no more passengers than it was designed for.
- 9.4. Golf carts must always be driven according to the golf shop and GPS units instructions on the day of play, for example, if the course is wet, carts must adhere to driving off of fairways etc. Golf carts are never allowed on or near any of the greens.
- 9.5. Any damage caused to carts during the course of play must be reported to the golf shop and any repairs charges shall be for the account of the golf cart user.

10. CLUB SPENDING ACCOUNTS

- 10.1. Club shareholders and members may elect to make use of spending accounts in the Club, provided that such accounts are in credit at least to the value of the purchase. This is a prepaid debit system whereby the user tops up his / her account beforehand and makes use of the funds

- at the various points of sale in the clubhouse and in turn receives discount for using such payment.
- 10.2. Any other types of payment such as card payments do not offer this discount.
- 10.3. The clubhouse is cashless and top ups of such spending accounts may only be made via debit or credit cards, mobile phone payment or via the Clubmaster app, all three of which are the fastest method with the credit reflecting immediately. EFTs may take some days to reflect and are therefore discouraged.
- 10.4. Club shareholders and members must at all times retain enough credit for their use, should they elect to make use of such spending accounts.
- 10.5. Should a shareholder have a debit balance in their clubhouse spending (top-up) account and need to be contacted to remind them to top up, the following will apply:
- 10.5.1. A warning would be issued.
- 10.5.2. Then he / she would forfeit their discount.
- 10.5.3. Then he / she would be levied a R25 administration fee and be restricted from using the club spending account system until settled in full.

11. DISCIPLINE AND GRIEVANCES

- 11.1. In order to maximize the enjoyment of the Club facilities by all, use of the Club should be with due regard to others, respectful and with decorum.
- 11.2. No disorderly or drunken behaviour shall be tolerated. The offending person shall be asked to leave the premises immediately and may even be escorted by estate security.
- 11.3. Members may be required to attend mediation and / or disciplinary meetings conducted by members of the Board, the Captains (and management as may be required) upon receipt of oral and/or written submissions from a complainant or witnesses, for failure to abide by the Conduct rules, the treatment of employees of the Club in an unacceptable manner, or for other reasons set forth in the Club rules including investigations of a report of breach of the Rules of Golf.
- 11.3.1. The proceedings at such mediation / disciplinary meeting shall be kept in the form of formal minutes.
- 11.3.2. The affected member shall be entitled to be represented by a person of his choice with exception of legal representation.
- 11.3.3. Once the Committee has considered all the facts presented, it shall record a finding and recommendation in writing to the Board of the Club and the affected member of the complaint shall be notified of the outcome of the meeting in writing by e-mail within 14 days of the initial meeting.
- 11.3.4. Should the affected member be found guilty, imposed sanctions may include reporting such member to the Golf Union and / or his / her home club (if it is not St Francis Links), requesting a

- formal apology to the aggrieved party as well as restricting such member from play, or temporary suspension.
- 11.3.5. The affected member shall have the right of appeal against the finding which appeal shall be filed within 5 days of such finding being communicated to the affected member.
 - 11.3.6. In the event of an appeal, the Board shall form an appeal committee which may include third parties such as the Golf Union to aid it in reconsidering the matter.
 - 11.3.7. The decision of the appeal committee shall be final and binding on the relevant parties.
- 11.4. No member shall have any playing rights, nor the right to invite guests or visitors nor the enjoyment of any other benefits such as club discounts etc, should he or she be in arrears with their Club subscriptions or Association levies.
 - 11.5. Members should consult the Association's grievance procedures as set down in the Conduct Rules of the Association, which shall also apply to the Club.
 - 11.6. Members may escalate any matter of concern it deems fit to the Boards, if such matter remains unresolved by management, by sending an e-mail to member@stfrancislinks.com.

St Francis Links has always been a Club who strives towards

**Let's respect each other, the game of golf and
our wonderful Club environment.**