

## Blue Bay Golf Course N.V. General Terms and Conditions

### Article 1 - Definitions

In these General Terms and Conditions ("Terms and Conditions") the following terms shall have the following meaning:

- **Annual Renewal Date:** means January 1 of each year;
- **Blue Bay Golf:** the legal entity Blue Bay Golf Resort Course N.V.;
- **Blue Bay Homeowner:** every owner of a Blue Bay Property;
- **Blue Bay Property:** a parcel of land located in the Blue Bay Resort;
- **Blue Bay Resort:** the part of the former agricultural property "Blaauw" in the Second District of Curacao;
- **Course:** The Blue Bay Golf Course, Landhuis Blauw z/n, Willemstad, Curacao;
- **Course Rules:** Our General Course Rules (as amended from time to time), available at [www.bluebay-curaao.com](http://www.bluebay-curaao.com) and in our Pro Shop;
- **Membership:** the agreement between the Member and Blue Bay Golf;
- **Membership Application:** the application form, to be completed by the Member, as provided by Blue Bay Golf, for the Membership;
- **Membership Card:** the card provided by Blue Bay Golf to a Member that enables the Member to add credit to it for the purposes of purchasing items at the Pro Shop;
- **Membership Certificate:** every Member needs to have a certificate. There are two types of certificates: a certificate for a Blue Bay Homeowner and one for those who don't own a Blue Bay Property;
- **Membership Term:** the period of the Membership, commencing on the Start Date;
- **Membership Year:** any consecutive twelve (12) month period of the Membership, commencing on January 1<sup>st</sup> of January and expiring on December 31<sup>st</sup>;
- **Pro Shop:** the shop located in Landhuis Blauw;
- **Start Date:** the date, notified by Blue Bay Golf to the Member, on which the Membership will commence.
- **Guest:** Any guest player or non-player on the premises

### Article 2 - Application

1. Application forms (including payment terms) must be properly completed. No application will be accepted until clearance of relevant cheque(s) and/or the appropriate direct debit form is completed. The decision to accept the application of a potential Member shall be at the sole discretion of Blue Bay Golf.
2. An application for a Membership may only be made by an individual who has attained the age of 18 years. In the case of Junior Memberships, the application must be signed by the parent or guardian of an applicant who is under the age of 18 years, and such parent or guardian will be liable to pay any unpaid membership fees.
3. Blue Bay Golf may approve or reject an application in its absolute discretion and is not required to provide any reasons for its decision. This assessment will be based upon the information provided in the Application Form and any other source considered appropriate by Blue Bay Golf. Blue Bay Golf may also require the applicant to attend an interview.
4. Blue Bay Golf reserves the right to withdraw this offer of Membership at any time without notice.

### Article 3 - Membership

1. There are three categories of Membership: Individual/Family, Junior and Corporate.
2. All of the Memberships are strictly personal.
3. A Member may request to upgrade the Membership package at any time during the Membership Term. Blue Bay Golf has the right, at their discretion, to decline such request. When Blue Bay Golf accepts the request, the Member will be notified of the date that the upgrade shall take effect and, any change in the Membership fee as a result of the upgrade. No refund of any fee will be made.
4. Blue Bay Golf reserves the right to limit the number of Members in each category and to introduce or discontinue with different categories of Membership.
5. The Membership will commence on the date notified by Blue Bay Golf to the Member when accepting the Membership Application.
6. The Membership shall continue from the Start Date until the next Annual Renewal Date and, will automatically renew each Membership Year on the Annual Renewal Date, until the Membership is terminated in accordance with these Terms and Conditions.
7. Following the acceptance of the Membership application Blue Bay Golf will issue the Member with a Membership Card.
8. Membership Cards are not transferable and are to be used by the named Member only.
9. The Member is responsible for the safekeeping of the Membership Card. If it is damaged, lost or stolen please inform Blue Bay Golf as soon as possible and a replacement will be issued. Blue Bay Golf reserves the right to charge for a replacement.
10. A Membership Card is valid for payment use with the topped up balance. The top up at the start of each year must be consumed otherwise remaining balance gets forfeited.
11. Any discounts, promotions or special offers that Blue Bay Golf provides to the Member with the Membership Card are at the sole discretion of Blue Bay Golf and, may be withdrawn or amended at any time.
12. If a Member provide his/her Membership Card to another person to make use of any discounts, special offers or promotions associated with having a Membership Card, Blue Bay Golf has the right to end the Membership without providing a refund (for any amount paid in advance) or, to charge any amount that would have otherwise been due for the Membership Year, had the Membership not been terminated.
13. The Membership Card remains property of Blue Bay and must be promptly returned, upon termination or expiry of the Membership. Provided that there are no outstanding fees due to, any balance on Membership Card will be refunded as soon as reasonably practicable, following termination or expiry of the Membership. Blue Bay Golf has the right to deduct any amount due from the balance of the Membership Card.
14. Any misuse of Membership cards will result in an immediate cancellation of the Membership.

15. A Membership Certificate for Blue Bay Homeowners is only transferable if the Blue Bay Property is transferred. This type of certificate is attached to the Blue Bay Property.
16. Members who are not owning a Blue Bay Property shall have a Membership Certificate which is transferable and non-refundable. In case the Membership has been revoked the Membership fee will not be refunded by Blue Bay Golf nor is Blue Bay Golf taking back the Membership Certificate.

### Article 4 - Fees

1. All categories of Membership cover a twelve-month period.
2. All Greenfees cover their respective amount of rounds.
3. The Membership fee must be paid by the Member when the Membership application is approved or with receipt of their yearly invoice.
4. Greenfee must be paid before playing and entering the course.
5. Membership fees are calculated in accordance with the membership package (as set out in the membership application). Membership fees must be paid in full for each Membership Year in advance of the Start Date or, the Annual Renewal Date of the Membership or, by monthly money transfer order. Where the Start Date is any date other than January 1<sup>st</sup>, the Membership fee will be calculated on a pro-rata basis for the period of time between the Start Date and the first Annual Renewal Date.
6. In case of late payment interest is owed at a percentage of eighteen percent (18%) per year over the amount due to Blue Bay Golf as well as all other costs made by Blue Bay Golf including interest and judicial costs. Blue Bay Golf has the right to deny the Member who has not paid or is in arrears with the payment of his part, the right to in fact use and enjoy the Course as well as the facilities, notwithstanding the obligation of that Member to pay the fee(s).
7. Please note Blue Bay Golf will not refund any membership fees should a Member choose not to attend the Course. Membership fees must be paid to Blue Bay Golf for the duration of the Membership Term, regardless of whether or not the Member makes use of the Course and/or its facilities.
8. Membership fees shall be fixed for each Membership Year and, Blue Bay Golf reserves the right to amend the membership fees prior to the commencement of the next Membership Year by providing with at least thirty (30) days written notice.

### Article 5 - Suspending or cancelling the Membership

1. If a Member decides to cancel the Membership he/she must give a minimal of thirty (30) days' notice to Blue Bay Golf in writing before the Annual Renewal Date, otherwise the Member will become liable to pay the following years Membership fee. In order to avoid any dispute as to whether or not this notice was properly delivered Blue Bay Golf recommends that the Member requests confirmation from Blue Bay Golf that the notice has been received or ensure that the Member has some evidence to show that the notice was properly delivered.
2. Please note that a Member cannot cancel the Membership during the course of a Membership Year. However, appeals may be considered on an individual case basis at the discretion of Blue Bay Golf.
3. A Member can request a suspending of the Membership in case of:
  - serious illness or another certified medical reason. The Member needs to provide suitable medical evidence confirming that he/she is unable/unfit to play golf; or
  - loss of employment or redundancy. The Member needs to provide evidence that he/she cease to be employed and/or have been made redundant
4. The request for suspension shall be lodged in writing with Blue Bay Golf. Suspension of the Membership is at the sole discretion of Blue Bay Golf.
5. If the request for suspension is approved the Membership is suspended for a minimum period of one (1) month and a maximum of three (3) months. During the suspended period, the Member will not be provided access to the Course.
6. If a Member pays on a monthly basis Blue Bay Golf will not charge this Member for the Membership fees during the suspended period. If the Member paid for the Membership fees in advance, Blue Bay Golf will credit the account with any amounts paid by the Member for the suspended period, as soon as reasonably practicable.

### Article 6 - Booking Tee Times

1. Members must book their tee time online, via telephone or in person at the Pro Shop. Tee bookings may be made up to 7 days in advance. Blue Bay Golf reserves the right to change the rules applicable to advanced bookings of tee times. Bookings are subjected to availability.
2. The purpose of booking tee times is for the convenience of all Members and guests and to better manage the use of the Course. When booking a tee time, the names of all those playing must be registered.
3. All playing Members together with any guests are required to register at the Pro Shop before the start of their round irrespective of whether or not they have booked a tee time. All green fees must be paid before the round is started.
4. When a Member is unable to play, after booking a tee time, or the number of players has changed, then the booking should be amended accordingly. Alternatively, Blue Bay Golf should be informed as soon as possible.

#### Article 7 – Termination of the Membership

- Blue Bay Golf reserves the right to cancel or suspend the Membership at any time in the following circumstances:
  - If a Member commits a serious or repeated breach of these Terms and Conditions or the Course Rules and the breach, if capable of remedy, is not remedied within seven (7) days of receipt of a default notice;
  - If any part of a Membership fee due by a Member is not paid on or before its due date;
  - If a Member provides details which the Member knows to be false when applying for a Membership and the false declaration would have reasonably affected the decision to grant Membership to that Member;
  - If a Member's conduct, whether or not such conduct is the subject of a complaint by another Member or group of Members, is in our reasonable opinion, injurious to the character, name or interests of Blue Bay Golf;
  - If a Member causes nuisance or annoyance to other Members or any of the employees of Blue Bay Golf.
- If Blue Bay Golf terminates the Membership for any of the abovementioned reasons, Blue Bay Golf reserves the right to retain all monies that a Member has paid under the Membership as well as the right to charge the Member who hasn't paid in advance for the remainder of the Membership of that Membership Year.
- When Blue Bay Golf terminates the Membership, the Member will lose all privileges and rights received with the Membership and access to use the Course and/or its facilities. The Member will not be entitled to claim a refund of any Membership fees paid and must promptly return the Membership Card to Blue Bay Golf.
- Blue Bay Golf has the right to terminate a Membership without reason, upon providing the Member with thirty (30) days written notice. In such circumstances, Blue Bay Golf will refund any amount paid by the Member for the Membership, for any period of the Membership Year that the Member will no longer be a Member of Blue Bay Golf. If a Member hasn't paid in advance, Blue Bay Golf will not charge the Member for any period where he/she will cease to be a Member of Blue Bay Golf.

#### Article 8 - Guest Rules

- A Member may invite guests to play a round of golf at the Course. All guests must sign in at the Pro Shop and provide their name and, if applicable, the golf club at which they are a member.
- Blue Bay Golf reserves the right to refuse entry to guests, including former Members whose Membership has been terminated by Blue Bay Golf.
- Guests must pay the appropriate fee as detailed on [www.bluebay-curaçao.com](http://www.bluebay-curaçao.com) and in the Pro Shop.
- For the duration of permitted use of the Course and/or its facilities, guests must observe these Terms and Conditions as though they were fully paid Members.
- Guests must be accompanied on the Course by the Member introducing them in order to make use of the members discount if applicable.

#### Article 9 - Course Rules

These Terms and Conditions, along with the agreement, form the principal agreement between Blue Bay Golf and the Member. In signing the Terms and Conditions, the Member is expected to comply with these Terms and Conditions as well as the Course Rules that are available for viewing on request. The Course Rules will be amended from time to time by Blue Bay Golf. When the Course Rules are amended the Members will be notified at least thirty (30) days beforehand.

#### Article 10 - Health and Safety

- Blue Bay Golf will endeavor to take due care to provide a safe environment for Members and guests. As part of playing on the Course, Members and guests are expected to abide by notices, signs and information provided for their safety and the safety of others.
- A Member/guest must ensure that he/she is not in the path of moving golf balls, courses or buggies at any time.
- Fire exits, which are clearly marked, are in the interest of public safety and in the event of fire and/or on hearing the fire alarm, Members and guests are asked to make their way in an orderly fashion to the nearest available exit.
- If a Member or guest suffers an accident whilst at the Course, the details of the accident must be promptly reported to Blue Bay Golf.
- Any found items should be handed to an employee of the Pro Shop. Blue Bay Golf will keep lost property in possession for a maximum period of three (3) months. If the lost property is not claimed within this period, Blue Bay Golf has the right to dispose of the property without notice.

#### Article 11 - The Course

- Blue Bay Golf may change/update the Course and/or the facilities to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements.
- In this case Blue Bay Golf reserves the right to suspend the Membership and/or access to the Course, particularly in circumstance listed below:
  - To deal with technical problems or make minor technical changes;
  - To update the facilities offered by the Course to reflect changes in relevant laws and regulatory requirements;
  - To investigate any complaints that have been made about a Member;
  - When adverse weather conditions affect the use of the Course and/or its facilities;
  - To improve the condition of the Course.
- In case the full suspension of the Membership lasts longer than thirty (30) consecutive days and is caused in one of the abovementioned circumstances, the suspended time will be added to the end of the Membership.

#### Article 12 - Members Code of Conduct

Blue Bay Golf reserves the right to restrict and/or prevent entry of Members and guests and/or terminate Membership by reason of breach of these Terms and Conditions as set out in article 7. Members and guests must at all times comply with the Terms and Conditions and the Course Rules (article 9) including but not limited to the following points:

- Be suitable attired having regard to the occasion and/or intended use of facilities/premises;
  - Demonstrate good order and behavior to each other and to the employee(s) of Blue Bay Golf. The use of abusive and/or profane language and the threat of, or use of, violence will not be tolerated.
  - Comply with these Terms and Conditions including those headed "Health and Safety";
- The Member is responsible for and is personally jointly and severally liable for infractions committed by himself/herself as well as his/her guests, notwithstanding the fact that the person who committed the infraction remains responsible.

#### Article 13 - Liability

- Blue Bay Golf does not accept liability for damage or loss to either a Member's property or to a guest's property that may happen on the premises, which includes the carpark, the trolley shed and lockers, as well as on the Course. The exception being, where a liability arises through Blue Bay Golf's gross negligence or failure to take reasonable care to avoid any such losses being incurred.
- Blue Bay Golf does not accept liability for the injury or death of any Member, child or guest that may happen on the premises or grounds of the Course other than a liability that arises due to Blue Bay Golf's gross negligence or failure to take reasonable care. Whilst Blue Bay Golf does have an insurance policy to cover personal injury to Members and guests that may be incurred on the Course this does not extend to damage and loss to property or equipment. Blue Bay Golf encourages all Members to arrange their own insurance cover.
- Blue Bay Golf is not responsible for theft or loss of personal property.
- The Member or guest shall defend, indemnify and hold harmless Blue Bay Golf against any and all losses, damages, liabilities, claims, actions, judgements, settlements, interest, penalties, fines, costs or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from the Membership or the use of the Course and the facilities.
- Members and guests hereby voluntarily waives substantial legal rights, including the right to sue Blue Bay Golf and/or its employee(s) for any damage, injury or death.
- Blue Bay Golf will not be liable or responsible for any failure to perform, or delay in performance of, and of their obligations under an agreement or these Terms and Conditions that is caused by events outside their reasonable control ("Force Majeure Event").

#### Article 14 - Applicable law and disputes

- These Terms and Conditions and all other agreements between Blue Bay Golf and a Member shall exclusively be governed by the laws of Curaçao.
- All disputes between Blue Bay Golf and a Member arising from, or related to an Agreement concluded between them, also those requiring urgent settlement, shall only be submitted to the Court of First Instance of Curaçao.

#### Article 15 - Final Provisions

- Members must inform Blue Bay Golf immediately of any change to their personal details, including change of name, home address, e-mail address and contact telephone numbers.
- Blue Bay Golf may expel any Member who shall willfully refuse or neglect to comply with the provisions of its Articles of Association, these Terms and Conditions and the Course Rules. Under no circumstances shall a Member expelled, suspended or disciplined under these Terms and Conditions have a remedy against the Blue Bay Golf and shall in the case of expulsion forfeit all rights and claims upon Blue Bay Golf.
- If the performance of the agreement is affected by an event outside Blue Bay Golf's control, then Blue Bay Golf will contact the Member as soon as possible to let him/her know. Blue Bay Golf will take steps to minimize the effect of the delay. Blue Bay Golf will not be liable for delays caused by the event but if there is a risk of substantial delay the Member may request Blue Bay Golf to end the Membership and receive a refund for the period where the Member did not have access to the Course.
- Blue Bay Golf may transfer their rights and obligations under these Terms and Conditions to another entity. In this case Blue Bay Golf will inform the Member(s). In this case a Member could request Blue Bay Golf to terminate the Membership within one (1) month of the notification of transfer. In this case the Member will receive a refund should the Member have paid in advance.
- A Member may only transfer his/her rights and obligations under these Terms and Conditions to another person with written consent of Blue Bay Golf. This contract is between the Member and Blue Bay Golf. No other person shall have any rights to enforce any of its terms.
- Even if Blue Bay Golf delays in enforcing these Terms and Conditions, Blue Bay Golf can still enforce it later.
- If a court finds part(s) of these Terms and Conditions illegal, the rest will continue in force and effect. Each of the paragraphs of these Terms and Conditions operates separately. If a court or relevant authority decides that any of those paragraphs are unlawful, the remaining paragraphs will remain in full force and effect.
- These Terms and Conditions are available in the English language.

LAST UPDATE: February 4, 2022