



# Yarrambat Park Golf Course

## **Code of Conduct** **Incidents / Complaints Handling** **2025/26**

### **Document Purpose**

The purpose of this document is to cover the Code of Conduct and Complaints Handling Process for Yarrambat Park Golf Course.

This document is to ensure appropriate standards of behaviour are in place for all patrons to enjoy the facility and provide for a safe, welcoming and inclusive environment.

Yarrambat Park Golf Course is owned by Nillumbik Council and managed by Belgravia Leisure.

As the appointed management company, Belgravia Leisure manage this Code of Conduct and Incidents / Complaints Handling Process and are responsible for its accuracy and implementation.

### **Incidents / Complaints Handling Process**

This is designed to appropriately consider and manage any complaints, incidents or issues that are reported at the facility.

This ensures the process is handled fairly and consistently before any decisions are made with regards to any sanctions.

### **Code of Conduct**

The Code of Conduct covers the expected standards of behaviour, facility rules and course etiquette protocols to provide a safe, welcoming and inclusive environment for all to enjoy.

The Code of Conduct is to be read in conjunction with:

- Conditions of Entry
- Course Etiquette listed on First Tee sign
- Golf Booking – Terms and Condition
- General Code of Conduct regulations.

### **Main Contact Information**

Yarrambat Park Golf Course	
Address	649 Yean Yean Road, Yarrambat, Victoria, 3091
Telephone	03 9436 2201
Email	yarrambatgolf@belgravialeisure.com.au
Website	<a href="http://www.yarrambatgolf.com.au">www.yarrambatgolf.com.au</a>
Venue Manager	Matt Weisheit
Head Professional	Brock Gillard
Food and Beverage Manager	Ali Berechree
Operator	Belgravia Leisure info@belgraviagroup.com.au

## **Incidents / Complaints Handling Process**

The complaints handling process covers any complaints, incidents or issues that are reported at the facility.

### **Receipt of a Complaint, Incident or Issue**

The receipt of a complaint, incident or issue may come from:

- a patron or staff member that has been directly involved in an incident
- a patron or staff member that is a direct witness to an incident

A complaint, incident or issue raised from a person who didn't see or not part of the incident won't be accepted.

### **Lodgment of a Complaint, Incident or Issue – Method and Timeline and Nature of Incident**

#### Method

The lodgment of a complaint, incident or issue should be made in writing and lodged to the Venue Manager:

[mweisheit@belgravialeisure.com.au](mailto:mweisheit@belgravialeisure.com.au)

#### Timeline

The lodgment of a complaint, incident or issue must be received within 14 days of the incident. This is to provide procedural fairness and ability to fairly assess the facts and evidence.

Any complaint, incident or issue lodged on day 15 or later won't be considered.

Noting: if the matter is of a serious nature we recommend it be reported to the Police.

If a case is reported to Police then the Venue Manager will:

- ensure we comply with all Police requests related to the incident
- consider whether the facility investigate the incident ourselves even if lodged after 14 days

#### Nature of Incident

The Venue Manager will assess the nature of the incident and whether it is:

- an operational issue that is considered and doesn't require an investigation
- an issue that requires investigation and possible sanctions due to a breach of the Code of Conduct.

If the Venue Manager determines that an investigation is required an Investigation Panel will be formed and investigation process carried out.

## Investigation Panel

The Venue Manager will assemble an investigation panel comprising of 2 or 3 people which will consider:

- appropriate gender balance for the nature of the incident
- representation of 'golf' or 'food & beverage' staff dependent on the nature of the incident

Note: people selected to be on an investigation panel must declare any conflict prior to the investigation process commencing and will subsequently be replaced

## Investigation Process

The investigation process will be as follows:

- Step 1 – The person lodging the complaint
  - o Will be invited to a meeting with the Investigational Panel to provide their statement / version of events.
  - o If they feel their written complaint already submitted covers their statement it is not compulsory to attend the meeting and their written statement will be recorded as their version of events.
- Step 2 – The person who the alleged complaint / breach is about
  - o Will be advised in writing of the allegations or complaint made in sufficient detail for the person to be able to respond to the allegations or complaint
  - o Will be invited to a meeting with the Investigational Panel to provide their statement / version of events (with 24 hours notice provided)
  - o If they choose to not attend then the information provided in the initial complaint will be accepted as true.
- Step 3 - Investigation Panel to consider any evidence
  - o The investigation panel will assess any relevant evidence which may be CCTV footage and or witness statements
  - o Note: CCTV may only be viewed / reviewed by Belgravia Leisure Management and is not available to any party involved in complaint or incident
- Step 4 – Determine outcomes and any sanctions
  - o The investigation panel will determine whether any allegations are substantiated or unsubstantiated.  
This may be to the person who the initial complaint / allegations are about; or the person lodging the complaint or others involved in the incident if they are found to have also breached code of conduct.
  - o The investigation panel will invite the people involved back to meet to deliver the investigation findings and any associated sanctions.
  - o If any sanction / disciplinary action is imposed, the investigation panel will provide written notification to the person/s involved in writing within 7 days of reaching such decision.

For each person invited to attend a meeting they will be provided 24 hours notice and are able to bring a support person if they wish.

Note: the support person is there as a support. They are not there to speak on behalf of the person they are supporting.

## Temporary Suspension

Dependent on the nature of the incident the Venue Manager may impose a temporary suspension whilst the matter is under investigation.

This may be imposed particularly if:

- The incident is a criminal issue
- The incident involved threatening behaviour towards another patron or staff member
- The incident could cause further issues or concern to providing a safe, welcoming and inclusive environment

## Appeals Process

An appeals process is available and must be lodged within 7 days from the date that any findings / outcomes are delivered.

To lodge an appeal this can be emailed to either:

Chris Worsnop	State Manager, Belgravia Leisure	<a href="mailto:cworsnop@belgravialeisure.com.au">cworsnop@belgravialeisure.com.au</a>
Jack McDonald	National Golf Programs Manager	<a href="mailto:jmcdonald@belgravialeisure.com.au">jmcdonald@belgravialeisure.com.au</a>

If the person appeals the decision they are entitled to a secondary hearing with the management companies appointed appeals delegates (as listed above).

If the appointed appeals people are unavailable (ie annual leave, role change) another Belgravia Leisure manager independent of the day-to-day management of the Golf course will be appointed to lead the appeal process.

The appeal process will include:

- A panel of 2 or 3 representatives (different members from the initial process)
- Opportunity for the person appealing to detail the basis of their appeal
- The panel to assess relevant evidence
- This appeal process may lead to penalties being removed, kept or upgraded.

The decision of the appeal hearing is binding & final.

## Effect of any Sanction / Disciplinary Action

Where a person is expelled, suspended, warned, or otherwise disciplined by management, the person is not entitled to any compensation or damages of property and is not entitled to a refund of the whole or any part of any, fees or other money.

## Communication Position of any Findings / Sanctions / Disciplinary Outcome

The communication position from any complaints handling process will be:

### The person lodging the complaint

- Will be informed if the findings are substantiated or unsubstantiated
- Will be advised of any resultant sanction / disciplinary outcome
- Will not be advised of any further specifics nor contents of any witness statements nor CCTV footage etc.

### The person who the complaint is about

- Will be informed if the findings are substantiated or unsubstantiated
- Will be advised of any resultant sanction / disciplinary outcome
- Will not be advised of any further specifics nor contents of any witness statements nor CCTV footage etc.

### Any person receiving a Sanction / Disciplinary Action as a result of the incident investigation.

- Will be informed in writing of any sanction / disciplinary action imposed within 7 days of reaching such decision.

### Police, Nillumbik Council, Belgravia Leisure

- Dependent on the nature of the incident it may be referred to Police and or Nillumbik Council and or to Belgravia Leisures incident reporting system.
- The appeals panel may also be provided relevant information to enable them to consider any appeal.

### Golf Clubs

- If the person receiving a sanction / disciplinary action is also a Member of one of the Golf Clubs then that Golf Club will be informed of the finding and the applicable sanction.
- The next section refers to the relationship between Course Management and the Golf Clubs.

### Any others, including any witnesses

- Will not be advised of findings or any sanctions etc.
- The investigation process, information and findings will remain private between informed parties.

## Yarrambat Golf Club and Yarrambat Ladies Golf Club Relationship

As the appointed company to manage Yarrambat Park Golf Course, Belgravia Leisure is responsible for the management and operation of the Golf Course, including this document and process.

It is recognized that two (2) Golf Clubs operate competitions at the Golf Course that being Yarrambat Golf Club and Yarrambat Ladies Golf Club.

The Yarrambat Golf Club and Yarrambat Ladies Golf Club are responsible for their own competition affairs and their own respective Members (some of which are also Members of the Golf Course).

Given that arrangement, Yarrambat Park Golf Course (managed by Belgravia Leisure) adopt the following principle;

- *Belgravia Leisure impose a sanction on a person who is also a Member of one of the Golf Clubs.*  
Belgravia Leisure will advise the relevant Golf Club of any sanction imposed for their consideration.
- *A Golf Club imposes a sanction on one of their Members based on behavioural issues*  
Belgravia Leisure will consider imposing the same or similar sanction providing it is in line with this document framework.
- *A Golf Club imposes a sanction on one of their Members based on competition specific matter.*  
Belgravia Leisure Management won't consider imposing sanctions if either of the Golf Clubs impose a sanction on one of their own Members due to a competition specific matter.

## Disciplinary Framework

	Possible Sanction
<p><b>Tier 1</b></p> <ul style="list-style-type: none"> <li>- Disregarding course etiquette and course care</li> <li>- Disregarding playing etiquette</li> <li>- Ignoring scheduled Tee Times</li> <li>- Inappropriate use of mobile phone or photography</li> <li>- Breach of dress code</li> <li>- Not following reasonable instruction of staff</li> <li>- Anti-social behaviour</li> <li>- Argumentative or disorderly behaviour</li> </ul>	<p>This could involve:</p> <ul style="list-style-type: none"> <li>- Warning</li> <li>- Tee time Booking rights suspended for a period of time</li> <li>- Short term suspension</li> </ul>
<p><b>Tier 2</b></p> <ul style="list-style-type: none"> <li>- Abusive, threatening, harmful, offensive language</li> <li>- Verbal, mental or physical intimidation</li> <li>- Breach of safety to self or others</li> <li>- Unwanted attention to another patron or staff</li> <li>- Harassment of another patron or staff</li> <li>- Repeated breach of Tier 1 conditions</li> </ul>	<p>This could involve:</p> <ul style="list-style-type: none"> <li>- Medium term suspension</li> </ul>
<p><b>Tier 3</b></p> <ul style="list-style-type: none"> <li>- Physical violence</li> <li>- Assault</li> <li>- Theft</li> <li>- Sexual harassment</li> <li>- Gross indecency</li> <li>- Deliberate property damage</li> <li>- Continued repeated breach of Tier 1 or 2 conditions</li> </ul>	<p>This could involve:</p> <ul style="list-style-type: none"> <li>- Longer term suspension</li> </ul>

## Code of Conduct

The Code of Conduct covers the expected standards of behaviour, facility rules and course etiquette protocols to provide a safe, welcoming and inclusive environment for all to enjoy.

A breach to the Code of Conduct could result in an investigation process which could lead to a sanction / disciplinary action.

The Code of Conduct comprises all of the following elements:

- Conditions of Entry
- First Tee sign
- Golf Booking – Terms and Conditions
- General Code of Conduct terms

### Conditions of Entry

This is displayed at the entry to the proshop and covers:

- Behaviour Standards
- Course Etiquette
- Dress Code
- Photography
- Alcohol and Drugs



### First Tee Sign

Displayed on the path on the way to the 1<sup>st</sup> and 10<sup>th</sup> Tee:

- Course Care
- Playing Etiquette



### Golf Bookings – Terms and Conditions

This covers the applicable Terms and Conditions related to Golf Bookings made on MiClub.

Note: MiClub is our booking system used to manage the Tee Sheet.

The link to these terms and conditions can be found via:

<https://www.yarrambatgolf.com.au/play/golf-bookings>

## **General Code of Conduct Terms**

### 1. PURPOSE

The Code of Conduct and Conditions of Entry (the 'Rules') of Yarrambat Park Golf Course have been designed to protect the rights and privileges of Yarrambat, Members, visitors and employees as well as protecting Golf Course property.

These have been formulated to ensure all members of the community can enjoy a safe and enjoyable experience at Yarrambat Park Golf Course.

### 2. MANAGER AUTHORITY

The appointed Belgravia Leisure Venue Manager has full responsibility for the implementation of the Code of Conduct and ensuring a safe, welcoming and inclusive environment for all.

### 3. MEMBER RULES

The Rules are subject to, and should be read in conjunction with, the Membership Protection Policy. [Membership Protection Policy](#)

### 4. FACILITY USER BEHAVIOUR STANDARDS

Yarrambat Park Golf Course users must:

- Not use abusive, harmful, offensive, or threatening behaviour and/or language.
- Not physically threaten other patrons
- Not conduct any behaviour or action that could injure others or damage equipment.
- Treat staff with respect. Intimidation or abuse is not acceptable.
- Respect the property, equipment, and resources of YPGC
- Ensure your behaviour contributes to a safe, welcoming and inclusive environment

### 5. MEMBERSHIP CARDS

- Each Member shall be issued with a membership card.
- Members are requested to carry this card with them when using the facilities.
- Membership cards are not transferrable, and Members shall not lend or give their cards to any other person for any reason.
- Violation of this rule may result in sanction from Management.
- Loss of a membership card should be reported immediately to pro shop staff.

### 6. SMOKING

Smoking, Vaping or e-cigarettes is not permitted anywhere inside the Clubhouse, or car park area.

Smoking, Vaping or e-cigarettes is only permitted in the designated smoking area, which around the Clubhouse facility is in the beer garden area.

### 7. SOCIAL MEDIA

All Rules and references to codes of conduct and behaviour standards outlined within this document are applicable to YPGC patrons when posting content on social media in relation to YPGC.

Any facility user posting or commenting on content that may negatively impact the business, staff, products, events, sponsors, members, and/or its reputation may be subject to Disciplinary Action outlined in item 12.

## 8. MOBILE PHONES & PHOTOPGRAPHY

When using mobile phones in the Clubhouse and seating area please consider others around you.

Use of mobile phones and photography is permitted on the golf course and taking photo's of the beautiful scenery is encouraged.

However, the following use of mobile phones or photography are not permitted:

- Taking photographs of other patrons without their consent is not permitted.
- Taking photographs of minors without the consent of a parent or guardian is not permitted.
- Taking photographs in the changerooms & toilets is not permitted

Specifically, taking photographs in the change rooms or of a minor without guardian consent is strictly prohibited and may lead to prosecution under Victorian law.

## 9. ALCOHOLIC BEVERAGES ON PREMISES

There is STRICTLY no BYO alcohol on YPGC premises whatsoever.

No alcoholic beverage may be consumed on premises other than what is purchased from the Clubhouse or the on-course Beverage Cart service in line with YPGC's liquor licence obligations.

Facility staff reserve the right to confiscate any BYO alcohol found on premises.

## 10. PROPERTY DAMAGE OR REMOVAL

Members and their Guests shall be liable for any loss or damage to Course property, other patrons, or neighbouring property.

Any costs incurred due to the actions of the member or guests are the sole responsibility of the person who caused the damage.

## 11. LOST PROPERTY

All lost property is to be handed in or collected from the Golf Pro-Shop. Lost property will be retained for a period of approximately 3 months.

After this time the property will be returned to the person that handed it in or it will be donated to charity.

## 12. DRESS REGULATIONS

Golfers and patrons are encouraged to feel comfortable, safe and presentable whilst at the golf course.

- Must wear suitable golfing attire whilst on course (No Singlets)
- No Thongs or Work boots permitted on the golf course
- Clothing with inappropriate and/or offensive slogans or print are not permitted

## 13. INCIDENT REPORTING

Any incidents should be reported immediately to facility staff or management so that it may assess responsibility and correct any issues or problems.

#### 14. PARKING

Patrons must park their vehicles in accordance with indicated parking regulations.

Cars are parked at the owner's own risk and must not be parked on the Golf Course or Golf Course grounds except for designated parking areas.

Patrons who bring trailers are requested to park in the overflow area adjacent to the entry driveway.

Patrons are not permitted to park in the designated Disabled Car spaces without the approved Disability Car Parking sticker / sign.

#### 15. ANIMALS

All patrons are reminded that no animals are permitted in the clubhouse, golf course and other facilities except for authorised assistance dogs.

#### 16. EMERGENCY / FIRST AID

Medical – we recommend golfers assess the weather conditions with respect to their own health and medical condition and take appropriate pre-cautionary care.

Defib – there is a Defib located in the Pro-Shop

First Aid – there is a First Aid Kit is located in the Pro-shop.

Emergency Evacuation Points – are located at the Driving Range, 18<sup>th</sup> Hole Green area and the Car Park. In the event of an emergency the Chief Warden will direct patrons to the designated evacuation area dependent on the nature and location of the emergency issue.

#### 17. NON-PLAYING PARTNERS

Non-playing partners may walk around the Golf Course with a Member or guest. A non-playing partner assumes their own risk upon entering the Golf Course and acknowledges that, to the extent allowable by law, management maintains the right to deny liability for any incident or occurrence.

Non-playing partners are obliged to also adhere to the code of conduct, follow the dress regulations and must also check in to the Pro Shop prior to play.

#### 18. WEATHER

The Manager or other Staff will determine whether the Golf Course is in an acceptable condition for play.

The decision of Staff is final.

Patrons on the Golf Course will be notified if the course is due to be closed for any reason.

## 19. VIOLATIONS

Members and employees of the Course are requested to report any violations of the Rules.

All complaints in relation to the conduct and behaviour of individuals using the Course should be brought to the attention of the Venue Manager, including the following:

- a) display of temper, abuse, bullying or other discourteous conduct resulting other patrons feeling uncomfortable & damage to the Golf Course or facilities.
- b) using any part of the Course whilst under the influence of an excessive amount of alcohol or any other illicit substances.
- c) parking in a prohibited area or taking more than one parking space.
- d) deliberate abuse of any item of Course property; or
- e) Theft of golf course equipment, stock or other patrons property.
- f) acting in any way that is detrimental to the use and enjoyment of the Golf Course or facilities by any other person.

## 20. DISCIPLINARY ACTION

If in the Courses opinion (at its absolute discretion) a member, guest or staff member has either:

- a) refused or failed to comply with any part of these terms and conditions or the rules, policies and regulations made in relation to this code of conduct;
- b) engaged in conduct unbecoming of venue expectations;
- c) engaged in conduct deemed to be prejudicial to the interest of the Course or to the interests of other Members of the Course;
- d) engaged in conduct which has or could bring the Course into disrepute; or
- e) engaged in harassment or assault of any nature, towards another person working or participating in any Course related activity

Then, subject to this code of conduct, management may at its sole discretion, initiate an investigation which could leave to a sanction / disciplinary action.

## LIABILITY & INSURANCE

### 1. LIABILITY

- a) All Members and their guests use the facility entirely at their own risk.
- b) Neither Management nor the Course accept any responsibility for damage or injury arising or resulting from any activity undertaken by the Members and/or guests on the venue premises how so ever caused.
- c) The guest waives all rights it may have to bring any action, claim or proceedings against either the Company, the Club or its selected Operator (or any combination) for any damage or injury arising or resulting from any activity undertaken by the Members and/or their guests on the Course premises and/or from any use of the facilities by the Members and/or their guests howsoever caused.
- d) The Course shall not be liable nor responsible in any way for any lost or stolen items or damage to property or vehicles of Members guests. All patrons shall ensure they are aware of the venue liability policy and agree to waive all rights he/she/they have to bring any action, claim or proceedings against either management, the Course or its selected Operational Manager (or any combination) for any damage or injury arising or resulting from any lost or stolen items or damage to property or vehicles of Members or guest(s).
- e) Any damage caused wilfully or negligently by any Members and/or guests will be paid for in full (including all costs and expenses arising or incurred by the venue in relation to that damage) by that patron.
- f) Members and guests shall be fully responsible and liable for all acts and omissions and hereby indemnify the Course for all costs, expenses and/or liability suffered or incurred because of any action or omission.
- g) Members and guests agree that all exclusions of liability set out in this clause shall extend to management, the Course or its chosen Operational Manager, their Directors, Manager, servants, agents and consultants engaged by Management and the patron hereby waives all rights he/she/they has or may have, and agrees not to bring any claim, suit, action or otherwise, against any of the parties herein named.

### 2. INSURANCE

The Club does NOT provide insurance cover in respect to personal accident, patron property for fire, damage, or theft in any instance.

Patrons are strongly advised to cover those contingencies through their own insurance policies.