

Carden Park Golf Membership

Golf membership rules

In accepting this membership you agree to the following membership rules:

1. Name

The name of the club is Carden Park Golf Club ('the club').

2. Proprietary Club

The Club is a proprietary club, the proprietor of which is Carden Park Hotel Ltd or its successors in title ('the company'). The club shall be managed by Carden Park Hotel Ltd

3. Aims

The aim of the club is to establish, maintain and conduct a golf club for the accommodation of the members of the club, to encourage social activities between the member of the club, and generally to afford to the members all the usual privileges and advantages of a private Member Golf club as and when they are available.

4. The Company

The company will provide the club with the Carden Park Golf Courses and Clubhouse at Carden Park Hotel Ltd., together with ancillary facilities and everything reasonably necessary for the carrying on of the club in accordance with its objects and these rules. Responsibility for all expenses connected therewith, and the engagement and payment of staff, for catering and for all other matters including the expenditure of money, shall be vested solely with the company.

5. The Management Board ('The Board')

5.1 The Board shall consist of Honorary President, Management of the company, Estates Manager and from time to time nominated consultants.

5.2 The Board shall have the custody of all documents belonging to the club and shall maintain a register of club members ('the club register'). They shall keep full and correct minutes of all proceedings and records of the General Committees and the club, including all club competitions.

5.3 The Board may delegate to any single member of the Board or the General Committee the power to approve application for admission as a member to the club.

6. Rights and Liabilities of members

Every member of the club shall, subject to these rules, be entitled to use and enjoy in common with the other members and the guests of the club, the Golf Courses, the Clubhouse and the facilities provided by the company for the use of the club, but shall not by reason of their membership be under any financial liability except for payment of their partial fee and annual fees to the company.

7. Membership Types

7.1 Categories of membership

There are the following categories of golf membership

- a) 7 day membership
- b) 5 day membership (Monday to Friday)
- c) Colt membership
- d) Junior membership

7.2 The Membership Categories

- a) 7 day membership

There shall be two sub-categories of 7 day membership: individual & joint membership, 7 day members will have full access to all facilities of the Clubhouse and courses.

- i) 7 day individual membership of the club shall be restricted to individuals having attained the age of 21 unless otherwise agreed by the Board.
- ii) 7 day joint membership is defined as a couple living at the same address & paying from the same account.

b) 5 day membership

There shall be two sub-categories of 5 day membership: individual & joint membership, 5 day members will have full access to all facilities of the Clubhouse and courses between

- i) 5 day individual membership of the club shall be restricted to individuals having attained the age of 21 unless otherwise agreed by the Board.
- ii) 5 day joint membership is defined as a couple living at the same address & paying from the same account.

c) Colt membership

Based on a 7 day membership. Colt members are persons who are between the age of 16-21 years old on the date when they are admitted to membership of the club.

Colt members shall be entitled to use the club and its facilities subject to them complying with the rules and bye-laws of the club. Colt members achieving the age of 21 and wishing to graduate in full membership will be required to pay the relevant annual fee in the membership year following their 21st birthday. Colt members shall also be subject to the following restrictions;

- i) Colt members will not be eligible to participate in senior competitions until they have attained a handicap of 28 (males), 36 (females) or better.
- ii) They are entitled to full privileges of the club but are not entitled to vote at any Annual General Meeting of the club or able to nominate or second any full member to the General Committee.

d) Junior membership

Based on a 7 day membership. Junior members are persons under the age of 16 on the date when they are admitted to membership of the club. Junior members shall be entitled to use the club and its facilities subject to their complying with the rules and bye-laws of the club. Junior members achieving the age of 16. Junior members shall also be subject to the following restrictions;

- i) Junior members will not be eligible to participate in senior competitions until they have attained a handicap of 28 (males), 36 (females) or better. However, anyone under the age of 16 must be accompanied by a playing adult during competitions.
- ii) They are entitled to full privileges of the club but are not entitled to vote at any Annual General Meeting of the club or able to nominate or second any full member to the General Committee.
- iii) Restricted guest benefits are applicable when playing golf with a Junior member. Members May bring guests midweek or after 1pm on weekends.

8. Corporate Membership Types

There shall be two categories of Corporate Memberships; 5 Day Corporate Membership (Monday to Friday) & 7 Day Corporate Membership, both types of memberships will have full access to all facilities of the Clubhouse and courses.

- i) 5 day corporate membership of the club shall be restricted to firms or corporations.
- ii) Membership benefits and discount cannot be used for any corporate events including golf events. A maximum of one 4 ball can be used per day and are not eligible to enter or play in club competitions organised by members.

- iii) 7 day corporate membership of the club shall be restricted to firms or corporations. Membership benefits and discount cannot be used for any corporate events including golf events. A maximum of one 4 ball can be used per day and are not eligible to enter or play in club competitions organised by members.

9. Additional membership benefits

All additional membership benefits are subject to availability.

9.1 20% discount on food and beverage. 20% discount is applicable in all dining venues throughout Carden Park. Discount cannot be used on group, corporate or function bookings.

9.2 10% discount on full priced purchases within the Pro-Shop. Discount cannot be used on hardware or any sale and special offer items.

9.3 Preferential room rates. Room must be pre-booked and membership number provided at time of booking to benefit from preferential room rates. Preferential rates are based on a standard room. Upon arrival membership card must be presented or you will be charged the standard room rate for that date. A maximum number of rooms are allocated per night to members and is a first come first booked basis, this allocation is not guaranteed during busy business periods and preferential room rates will not be available at that time. Discount cannot be used on group, corporate or function bookings.

10. Annual Fees

10.1 Annual Fees shall be payable by each member to the company. The company have the right to change the price of the Annual Fees which the members will be notified about prior to their renewal date. All Annual Fees shall be payable on the commencement of membership. If a member chooses to pay their Annual Fees monthly, it must be done through Direct Debit and will only be accepted after the bank/building society's clearance.

10.2 No person shall be admitted as a member unless they have undertaken to pay the club all fees due and their membership has been approved by or on behalf of the Board.

10.3 In addition to their Club Fees, members will pay affiliation fees to the English Golf Union and Cheshire Country where applicable.

11. Suspension of membership

11.1 Any member whose Annual Fees are more than one month in arrears or who is otherwise in material or persistent breach of these rules shall be liable to be suspended where upon they shall cease to be entitled to enjoy any of the Club's facilities for the remainder of any membership year during which such breach exists or none payment occurs.

11.2 In the event that a member is suspended the Board shall give such member a written explanation of its reasons for so doing and such member shall be entitled to appeal within 7 days of receipt of such written explanation.

11.3 Members cannot suspend their membership with the intention of re-instating the same membership at a later date.

12. Expulsion of members

The Board may expel from the club any member whose conduct is such as shall to its opinion be injurious to the character of the club or the interest of its members.

Before a member is expelled, their conduct shall be inquired into by the Board and shall be given full opportunity to defend themselves and to justify or explain their

conduct and the General Committee will be consulted. If a majority of the General Committee present when the matter is inquired into are of the opinion that the member has been guilty of such conduct and that the member has failed to justify or explain it satisfactorily. The Board shall call on the member to resign, if the member does not resign, the Board shall expel them. An expelled member shall forfeit all the privileges of membership and all rights which the member may have against the company arising out of the membership and neither the company, its directors, servants or agents nor the General Committee nor any member shall not be entitled to any refund of their Annual Fees and shall remain liable for the annual fee for the year during which they are expelled.

13. Playing Guests

13.1 Members may introduce up to three guests at one time, for a reduced rate of 50% off the full price green fee. Members cannot introduce guests on a weekend club competition day until after 12 noon.

13.2 A member may not introduce the same playing guests more than 6 times in the same year without prior consent.

13.3 All playing guests must be accompanied by their host member, who is responsible for this conduct including any damages incurred to club property.

13.4 All playing guests must have a current handicap, or be members of a recognised club, or demonstrate an acceptable level of competence.

13.5 A Corporate Member can have a maximum of one 4 ball per day on their membership, any further tee times required on the same day will be charged at the best available rate.

14. Lockers

Lockers are provided in the changing rooms for use by members and guests. However, the company cannot accept responsibility for loss or damage to property belonging to any member or guest. The company particularly accepts no responsibility for loss or damage to any valuables while on the company's premises (including valuables left in any unattended vehicle). Each Member is responsible for making their guests and dependants aware of the club rules.

15. Election of Captains and Vice Captain

The captain of the club will be elected by a committee of all past Captains (with membership active) and the Board. Nominees put forward by past captains for ballot to be circulated for consideration. Committee chaired by the incumbent Captain. In a tied vote the incumbent Captain has the casting vote.

16. The General Committee

16.1 The General Committee shall consist of the Board, the captains (Gentlemen and Lady) and five members of the club, duly elected. If the elected vice Captains are not already members of the General Committee, they will be invited to join. A corporate member is not eligible to be selected on the General Committee unless they also have an individual membership at Carden Park.

16.2 The chairman of the General Committee shall be a member of the Board, refer to "Board".

17. Election of the General Committees

17.1 Each of the five members of the club shall serve on the General Committee for a period of three years save that such a member of the General Committee who has served such term may be invited by the General Committee to serve one further year in office.

17.2 A retiring member of the General Committee shall not be eligible for re-election until he or she has been out of the office for a period of one year.

17.3 A member of the club shall with his or her consent be nominated to serve on the General Committee either by the General Committee or by any two members save that as a matter of course the General Committee shall nominate a sufficient number of members to fill the number of vacancies available on the General Committee. The name of each member so nominated shall be sent to the Board not less than 21 days before the Annual General Meeting. If the number of nominees for election exceeds the number of vacancies a vote will take place at the Annual General Meeting to determine which nominees shall fill said vacancies. A member entitled to vote shall not record more than one vote for any one candidate. If any candidates obtain an equal number of votes the General Committee shall if necessary select by lot the candidate to serve on the General Committee.

17.4 If a casual vacancy occurs by the death or resignation of a General Committee member during his or her term of office the General Committee may, at its discretion, fill such vacancy.

17.5 Only full members of the club may vote in any election.

18. Functions of the General Committee

18.1 To provide liaison between members of the club and the Board.

18.2 To appoint such sub-committees as seem to them necessary and the Board and to delegate any such sub-committees such powers as they deem proper.

18.3 All matters concerning the club and its members not otherwise vested in the company, by these rules shall be vested in the General Committee.

18.4 In addition to the powers specifically conferred on the General Committee by the Rules, the General Committee shall have such additional functions as the Board may from time to time delegate to it.

19. Proceedings of the General Committee

19.1 Five members of the General Committee shall constitute a quorum for the purpose of any General Committee meeting.

19.2 Unless otherwise provided in these rules, decisions of the General Committee shall be made by a simple majority of those present and voting. In the event of an equality of votes, the chairman shall have a casting vote.

19.3 The Board may at any time summon a meeting of the General Committee if required to do so by two or more members of the General Committee.

20. Golfing Committee

20.1 The Golfing Committee shall consist of the captain, the Golf Business Manager & four members of the club and will be chaired by Carden Park Hotel Ltd. Any vacancies that occur will be filled by ballot at the Annual General Meeting.

21. The Club Register

The club shall keep a register of members of the club in which shall be entered the following particulars:

- i) The name and address of the member.
- ii) The date upon which each was registered as a member.
- iii) A record of annual fees.

All members shall inform The Board of any change of address. The Club will keep this information on computer and consequently will abide by the provisions of the Data Protection Act 1998.

22. Annual General Meetings

The Annual General Meeting of the club shall be held each year in December at such time and place as the General Committee shall determine. The Captain or Vice Captain shall preside at the Annual General Meeting.

23. Booking Procedures

23.1 Individual Members will be able to book tee times 21 days in advance by personal visit or online through the Carden Park Hotel website.

23.2 Corporate Members will be able to book tee times 30 days in advance by personal visit or online through the Carden Park Hotel website.

23.3 All golfers must report to the professional shop prior to commencing playing and present membership card.

24. Opening hours and Functions

24.1 The Board may at their discretion temporarily close the club to the members, or any part hereof for any period and for any purpose, which they may consider necessary or desirable, including redecoration or refurbishment.

24.2 The Estates Manager or a hotel management member shall be empowered to close the course at such times and for such periods as they may deem appropriate in the interest of the club including exclusive use for events.

24.3 No member shall be entitled to a refund of Annual Fees or any other compensation in the event of a temporary closure of the course or the clubhouse.

24.4 The General Committees shall be empowered to organise functions to be held in the Clubhouse. On such occasions the clubhouse shall be open and/or closed to the members at such time or times as the General Committee, with the permission of the Board, shall decide.

25. Alterations to the Rules

The Board shall be empowered to revoke or amend any club rules. Alteration to club rules may be proposed by the General Committee to the Board whose decision shall be final.

26. Bye-Law

26.1 The Board is empowered to make, revoke and amend such by-laws as it may from time to time consider necessary concerning playing on the course or the operation of the clubhouse or any relevant matter. Such bye-laws, repeals and amendments shall be posted on the Club Notice board and shall have effect until otherwise determined by the Board.

In the event that there is any conflict between these rules and the bye-laws, the provisions of these rules shall prevail.

26.2 Every member shall be bound by and submit to the rules and the bye-laws of the club.

27. Rules of Golf, Dress and Etiquette

27.1 The rules of the game of golf adopted from time to time by the Royal and Ancient Golf Club of St Andrews shall apply to play.

27.2 The Rules of Amateur Status, as laid down by the Royal and Ancient Golf Club of St Andrews, still apply.

27.3 The General Committee shall ensure that members and their guests observe the appropriate standard of dress and the etiquette of golf. Casual dress may be worn throughout the clubhouse although all patrons are required to dress smartly. The wearing of jeans on the golf course will not be allowed at any time.

27.4 The Club will abide by the rules of the Cheshire County Golfing Union and English Golfing Union and comply with the requirements and conditions imposed by CONGU and ELGU.

28. Disputes and Differences

Any disputes or differences which may arise to the interpretation of these rules and bye-laws or as to the powers of the validity of the proceedings of the General Committee of the validity of any proceedings of a meeting of the club shall be

determined by the company, whose decision shall be final and binding on all members.

29. Periodicals and Property

No periodicals, sports equipment or other items belonging to the club shall be removed from the club premises by any member

30. Mail

No member shall give the address of the club premises as his or her address for any purposes.

31. Advertising

No member shall use the name of the club for any form of advertising whether reference to the club or the members of the club be made on notepaper, business cards, business premise or in any other way whatsoever without the written consent of the company.

32. Personal Effects

The club accepts no responsibility for any property belonging to members and/or their guests whenever they may be left. Cars should be locked at all times.

33. Public Liability

Members are reminded that the club does not accept responsibility for any loss or damage caused or suffered by members on club premises by reason of any, act of default of any members or guests. Members are asked to notify the Board or senior members of the staff forthwith if they notice any defect on the club's premises which may be a danger to persons using the premises.

34. Speed Limits

In the absence of speed signs, vehicles will not exceed a speed of 15 mph on any road on the estate.

35. Club Staff

Members or guests shall not attempt to discipline employees of the club. Complaints must be made in writing to the Board, who will take any appropriate action.

36. Selling of Goods

Members and guests will not be permitted to sell goods and services appertaining to the business of the Golf Club when on the Company's property.

37. Miscellaneous

In these Rules words importing the singular number only staff include the plural and vice versa. I have read and fully understand the above terms and conditions. I am fully aware that I am required to give three calendar months' notice in order to terminate my membership, and this notice must be made in writing.

Signature: Print Name: Date: