

MACHYNYS PENINSULA GOLF & COUNTRY CLUB LTD - GOLF MEMBERSHIP RULES & CLUB CONSTITUTION

DEFINITIONS

1. Machynys Peninsula Golf & Country Club Ltd is a private company, incorporated under the Companies Act 1985. Where the "COMPANY" is referred to, the proprietors of the CLUB is meant, and where the "CLUB" is referred to, the business of such proprietors is meant.
2. The "Rules" hereinafter referred to shall mean such Rules as the Directors of the Company are empowered to make.
3. References to the "Directors" shall mean the Directors for the time being of the said Company. The "Management" shall mean the Managers for the time being of the said Club.
4. References to the "Social Committee" and "Handicapping Controller" shall mean the bodies responsible solely for the "game of golf" as it is applied on the golf course. They shall have no responsibility for the running, staffing or administration of the Club.
5. References to "Machynys" shall mean Machynys Peninsula Golf & Country Club.
6. The "Employees" shall mean the persons in the service of the said Company in whatsoever capacity they shall be engaged.
7. The "Golf Management Team" shall mean any manager employed within the Golf Department
8. Where the Masculine gender is used it shall also include the Feminine where the context so admits.

CONSTITUTION & MANAGEMENT

1. Management of the Club

The management of the Club and the administration of its financial affairs are vested in the Directors of the Company, and they shall be the Committee for the time being, and every Member of the Club shall be deemed to submit to the Rules and act in accordance therewith.

2. Conduct of the Game

- a. The Gentlemen's Section of the Club shall be affiliated to the Golf Union of Wales and Dyfed County Amateur Golf Union and the Ladies' Section of the Club to the Golf Union of Wales and Dyfed County Ladies Amateur Golf Association.
- b. The Club agrees to recognise the Royal and Ancient Golf Club of St. Andrews (the R & A) as the ruling body of Amateur Golf and shall abide by the Rules of Golf and Amateur Status as laid down from time to time by the R & A.
- c. The Club agrees to comply with the Council of National Golf Unions' (CONGU) Regulations and Rules of the SSS & Handicapping Scheme (and any conditions imposed within the scheme by the Golf Union of Wales (GUW)).
- d. The Club agrees to allow golf competitions or matches run by the Dyfed County Amateur Golf Union to take place at Machynys Peninsula Golf & Country Club subject to cost, sufficient notice being given and the dates being available.

3. Subscription to the Golf Union of Wales and County Union

The club shall pay all relevant subscriptions to the County Union and Golf Union of Wales in respect of every playing member of whatever category.

4. Disciplinary Powers

The Club shall duly exercise the disciplinary powers delegated to them under the Golf Union of Wales Constitution.

5. Revocation

Rules 2 to 4 shall not be amended or revoked without the prior written consent of the Golf Union of Wales.

6. Objects

The Club shall be a member of the Golf Union of Wales and shall abide by the constitution and rules of the Unions as it may be altered from time to time.

7. Club and Team Captains, Handicap Controller and Social Committee

The Club Captains and Vice Captains for the Men's and Ladies sections shall be elected annually by the Club Members along with a committee for members' Social Events, a Handicap Controller and assistants and Team Captains for Men's, Ladies and Junior Teams. In the event of any of the above positions coming vacant during the year, the Management have power to fill such vacancy. The person so appointed shall hold office until the next Annual General Meeting.

8. Annual General Meeting

The Annual General Meeting of the Club shall be held within three calendar months after the 30th January in each year and shall be convened by the Management to all Members not less than 21 days before the date named in the notice for holding the meeting.

MEMBERSHIP

1. Conditions of Admission to Membership

No person shall become a Member unless:

- a) They complete the appropriate application form.
- b) They pay the initial joining fee appropriate to the class of membership to which he seeks admission.
- c) They pay the annual subscription appropriate to the class of membership to which he seeks admission.
- d) They are holders of a current handicap certificate (28 for men and 36 for ladies). If a current handicap certificate is not available, prospective members will be required to take a golfing ability test with our resident professional to obtain a 'permission to play certificate'. If permission to play is not granted, individual tuition will be offered at the current rate.
- e) For all corporate memberships they provide proof of employment.
- f) For all country memberships they provide proof of main residence.
- g) For all joint memberships they provide proof of joint residency as partners.
- h) For all Student memberships they provide proof of full time education.

2. Classification of Club Members

The term "Member" shall include the following:

- a) 7-day Members
- b) Corporate Silver Members (minimum of 4 employees)
- c) Corporate Gold Members
- d) Twilight Members
- e) Twenties Members
- f) Country Members
- g) Junior Members
- h) Youth Members
- i) Joint Members
- j) Student Members
- k) Resort Members

3. Definition and Terms of each Class of Member

- (a) **7-day Members** - Full 7- day golf membership.

Members are permitted to play the course 7 days a week subject to availability of tee times.

Members can play in all relevant competitions.

Members must pay the applicable joining fee by means of a one off payment.

Members can pay their annual fee by means of a one off payment or by monthly direct debit agreement.

- (b) **Corporate Silver Members** - This membership is available to companies who wish to nominate a minimum of 4 current full-time employees as 7-day members.

Members are permitted to play the course 7 days a week subject to availability of tee times.

Members can play in all relevant competitions.

Members must pay the applicable joining fee and annual subscription by means of a one off payment or direct debit.

Members must provide the following 2 forms of company identification;

- Current wage slip
- Company photo Identification, Passport or Driving Licence

Company identification will be required each year on renewal of membership

If a named representative's employment is terminated by himself or the named company, it is at the discretion of the named company whether to replace this person as a current member until annual renewals are due.

- (c) **Corporate Gold** - This membership is available to companies who wish to entertain 4 clients to play one round of golf per day as a 4 ball

4 Clients are permitted to play the course 7 days a week subject to availability of tee times.

Corporate gold golf members can book a tee time up to 21 days in advance of the day of required play. Special Arrangements where a booking is required outside of 21 days can be requested from the golf operations manager who will endeavour to meet with your requirements.

Corporate Gold Golf Members are not permitted to play within 'individual member only tee time slots'.

Additional guests may play at a reduced seasonal green fee rate, maximum of 8 persons (total 12 players) All guests must abide by the rules of the club and must hold an official current handicap of 24 for men and 32 for ladies.

Corporate Gold Golf Members are not permitted to play in club competitions and will not be issued with a club handicap.

Corporate Gold Golf Members are not permitted to represent any relevant club team.

The Corporate Gold membership cannot be joined with another corporate gold membership to form a 'group booking'.

Corporate Gold golf members can pay the applicable annual fee by means of a one off payment, either company cheque or company credit card

Bar & Brasserie discounts are available for each individual in a 4 ball and will be honoured on production of the green fee receipt.

Beauty Treatment, Golf Shop and Health Club discounts are also available for each individual in a 4 ball and will be honoured on production of a green fee receipt.

Corporate Gold golf members are not permitted to sell rounds of golf or give away golf round vouchers to any individual.

Breach of these rules will result in termination of membership.

Booking Procedure

Tee times may only be booked by a named company official.

Two named employees will act as booking controllers and must quote company name, password and membership number along with 1 lead name for each 4 ball along with all handicaps.

A green fee receipt will be issued to the 4 ball at time of registration.

All Corporate Gold golfers are required to sign the Corporate Gold book before going out to play their round this is located in the golf shop until 5.30pm and then will be at the reception.

- (d) **Twilight Members.** This reduced membership is available to members playing from the following times subject to availability of tee times:
- April-Sept after 2pm
 - October after 1pm
 - November - Feb after 11am
 - March after 1pm
- Members have an option to pay a reduced green fee to play before these times.
Members are permitted to play in relevant monthly club competitions. (Excluding major & knock-out club competitions)
Members must pay the applicable joining fee and annual fee by one off payment or monthly direct debit.
Members are not permitted to represent any relevant club team.
Members are permitted to play in all 'qualifying' competitions (GUW events etc)
Members are permitted to upgrade their membership at any stage during the year at the relevant pro-rata fee.
- (e) **Twenties Members.** This membership is for ages 21-30. Must be within the age category on date of joining/renewing
- Members are permitted to play the course 7 days a week subject to availability of tee times.
Members are permitted to play in relevant club competitions.
Members must pay the applicable joining fee and annual fee by means of a one off payment or direct debit.
- (f) **Country Members.** This membership is available to individuals whose main residence is more than a 50 mile radius from Machynys.
- Members are permitted to play the course 7 days a week subject to availability of tee times.
Members are permitted to play in relevant monthly club competitions. (Excluding major & knock-out club competitions)
Members are not permitted to represent any relevant club team.
Members must pay the applicable joining fee and annual fee by means of a one off payment or direct debit.
- (g) **Junior Members.** The term "Junior" is defined as a person who is under the age of 18 years on the day of joining.
- Members are permitted to play the course 7 days a week subject to availability of tee times.
Members under the age of 13 must be accompanied whilst on the course by an adult with basic golfing rules and etiquette knowledge. Our professional team are available to offer advice on this matter if needed.
Members can play in all relevant junior club competitions.
Members can play in all relevant club competitions if they have a handicap of 18 or below.
Members must pay their annual fee by means of a one off payment. (No direct debit agreements allowed)
No joining fee applies to Junior Membership.
Members under the age of 16 must be accompanied by an adult at all times when in the bar.
- (h) **Youth Members.** The term "Youth" is defined as a person who is under the age of 25 years on joining.
- Members are permitted to play the course 7 days a week subject to availability of tee times.
Members can play in all relevant competitions.
Members must pay the applicable joining fee and annual fee by means of a one off payment or direct debit.
- (i) **7- Day Joint Members.** This membership is available to any partners permanently residing in the same household.
- Members are permitted to play the course 7 days a week subject to availability of tee times.
Members can play in all relevant competitions.
Members must pay their joining fee by means of a one off payment.
Members can pay their annual fee by means of a one off payment or by monthly direct debit agreement.
- (j) **Student Members.** This membership is available to any person aged 18-21 in full time education.
- Members are permitted to play the course 7 days a week subject to availability of tee times.
Members can play in all relevant competitions.
Members must pay their annual fee by means of a one off payment.
- (k) **Resort Members.** This membership is available to any partners permanently residing in the same household.
- Members are permitted to play the course 7 days a week subject to availability of tee times.
Members can play in all relevant competitions.
Members must pay their joining fee by means of a one off payment.
Members can pay their annual fee by means of a one off payment or by monthly direct debit agreement.
Membership to Monks Premier Spa & Health Club

4. Joining Fee and Annual Subscriptions

- A joining fee shall be charged to all new members by means of a one off payment. This fee shall only be paid once, providing the member does not allow his membership to lapse.
- Annual Subscriptions - shall become payable from the 1st June. Any member who fails to renew their membership fees will be deemed to have allowed their membership to lapse. Subscription fees shall be reviewed annually. Any member joining after June will be required to pay a pro rata payment, taking them up to the following annual renewal date in June.
- Direct Debit payments - The 1st payment will be on date of joining. Further payments will be taken on the 1st day of each month. Payments will be taken for a minimum of 12 months with a one month cancellation notice period thereafter. If you do not contact us after 12 months we will automatically continue taking monthly payment for your membership. The annual renewal date for all direct debit paying members will be that of a full paying member i.e. 1st June. On this date the 12 month contract will be renewed up until the next renewal date.
- A member who withdraws his membership, or is expelled or suspended from membership, shall have no entitlement to any refund of subscription or any claim upon the Club's property
- Any member who decides to re-join Machynys Golf Club after cancellation of membership will have to pay a re-joining fee of £350.
- This payment must be paid in full on re-joining.

5. Transfers

Subject always to the approval of the Management, any member may transfer from his existing to any other class of membership upon paying any increase in subscription, but in no circumstances whatsoever shall a member be entitled to any refund of subscription. Membership is not transferable to any other person.

6. General Terms & Conditions of Golf Membership

- a) A computerised booking system for Tee times is operated from the Professional shop. Bookings may be booked up to 10 days in advance all year round.
- b) All cancellations must be advised to the golf shop within 24 hours of the booked tee time. If no notice is given regarding a no-show then a £25 fee will apply to each applicable member who has failed to give the necessary notice. All monies collected will be donated to Machynys' chosen local charity for the year.
- c) Machynys is a 4-ball venue and therefore reserves the right to pair up golfers, both at the booking stage or on the tee.
- d) Before commencing play, all members and potential guests must report to the golf shop.
- e) All golfers will be expected to play from the 1st tee, unless otherwise instructed to do so.
- f) Wherever possible, Machynys will reserve up to a maximum of 1 hour per day Monday-Friday and a maximum of four hours Saturday-Sunday of member-only tee times. There will be times when play is not possible throughout the day. The proprietors may at any time withdraw all or any part of the club house facilities for any period of time, and the golf course for a period of up to 14 days, where and when it may be deemed necessary for repair, including but not exclusively for maintenance, alterations, championships and preparation, events, safety reasons, or alternative use.
- g) On occasions there may be a need to restrict trolleys due to adverse weather conditions. There will be no exemptions granted.
- h) With express permission and a valid Doctors certificate, members may use their own single-seater buggy. The single-seater buggy must meet Machynys' technical requirements. There are no facilities for members to house their own single-seater buggies at Machynys. In the event of adverse weather conditions no exemptions will be granted.
- i) Changing rooms and shower facilities are available for use by members. Lockers are available on a first come, first served basis and are emptied at the end of each day. No clubs or other items may be stored at Machynys overnight. No lockers are currently available for long term rent.
- j) No member shall remove any article which is the property of the club from the premises.
- k) Members under the age of 16 must be accompanied by an adult at all times when in the bar.
- l) Machynys hold the rights for the use of the golf club, health club and brasserie crests. Any individual wishing to use the club crest must seek permission in writing from the Managing Director.

7. Additional Benefits

- Members will be entitled to a 10 % discount on treatments at Monks Health Club & Spa. (Discount does not apply to any other offer)
- Members will be entitled to a 5 % discount on purchases made from the Machynys Bar & Brasserie. (Discount does not apply to any other offer)
- The Academy practice facility at the club house end of the range area (when open) is only available for members, pupils and green fee visitors use at the prevailing rate, and is subject to availability.
- The Academy's driving range is available to members, pupils, green fee visitors and the general public.

- Machynys Members are entitled to an Academy Privilege Card at The Machynys Academy and receive up discount per basket.
- Members will be able to rent trolleys & Buggies at a preferential rate.

8. Termination of Membership

- Any member who misuses any facility at Machynys, or interferes with the enjoyment of others, will have their membership terminated immediately.
- In the event of termination by Machynys under this regulation, no monies will be refundable to the member and all privileges of membership are forfeited.
- In the event of termination by the member, no monies will be refunded under any circumstances.
- For those paying via Direct Debit, payments will be taken for a minimum of 12 months with a one month cancellation notice period thereafter.

9. Provision for Expulsion

It shall be within the power of the Directors and Management to expel any member who violates a Rule or By-Law of the Club or conducts himself in such a manner as, in the opinion of the Directors, injures or discredits the Club and/or its Members, or interferes with the comforts of other Members. In all cases where such expulsion is enforced, the member concerned shall have no right of appeal nor any remedy whatsoever against the Club, Management or Directors of Machynys Peninsula Golf & Country Club Ltd. No former member whose name shall have been struck off the Register, under the powers vested in the Directors, shall be admitted to the Club in any circumstances.

COMPETITIONS & HANDICAPS

The "Golf Management Team" shall fix the dates of all competitions, a list of which will be issued annually. The management may add to, withdraw or change any of the dates, or conditions, of which intimation shall be given on the Notice Board in the Club House. This shall be deemed sufficient notice.

1. Competitions are organised for members and these are run in conjunction with a computerised handicap system. Relevant tee times need to be reserved in advance by all members for competition play.
2. All competitions shall be organised and run in accordance with the Rules of Golf as defined by the Royal & Ancient Golf Club of St Andrews.
3. A golfing handicap will be allocated after three completed score cards are received by the Handicap Controller. Any member wishing to obtain a handicap must play with another member with a bona fide CONGU handicap in order for the score cards to be accepted.
4. Team golf will be permitted and relevant tee times reserved at Machynys for the following; Men's Firsts, Ladies and Junior First Teams only.
5. Only Members with a bona fide CONGU handicap may enter Club Competitions.

RULES & ETIQUETTE

The Rules of Golf and Machynys Golf Course Etiquette must be adhered to at all times. This document is displayed with the Starter and in the changing rooms.

Metal spiked golf shoes and trainers are not permitted on the golf course. Soft spiked golf shoes are permitted on the golf course, in the golf shop, male changing rooms and golf bar.

The dress code must be adhered to whilst on the course. Tailored trousers or tailored shorts only to be worn. All shirts must have a collar or polo/turtle neck and be tucked into trousers or shorts. Plain design short or long socks only are permitted with tailored shorts. Denim jeans are not permitted on the course. Sleeveless vests and training shorts are not permitted in the bar, brasserie or balcony areas. Smart/casual wear must be adhered to at all times by members and guests

GENERAL

1. Notices

No notice or document of any kind shall be placed on or removed from the Notice Board or the walls of the Clubhouse, or elsewhere in the Club premises, without the authority of the Management. All notices and documents must be signed by the Management.

2. Notices to Members

All notices shall be deemed to have been duly delivered if posted to the last-known address of the Member concerned.

3. Suggestions or Complaints

All suggestions or complaints shall be made in writing to the General Manager who, if he is unable to deal with them, shall report them to the Directors, whose decision shall be final. In no instance shall an employee of the Club be reprimanded directly by a Member.

4. The Clubhouse

Being the property of Machynys Peninsula Golf & Country Club Ltd, the Directors of the Company reserve to themselves the right of making such rules and regulations with regard to the use of the same as they may consider necessary.

5. Guest Facility

A seasonal discount off the applicable green fee rate will apply to a member's guest. This applies to a maximum of 3 guests per round, per member and at least one member is to accompany the guests. All guests to play to a standard of 24 handicap or better for men and 32 handicaps or better for ladies.

6. Payment of Expenses

Members are required to pay all expenses they incur on their own behalf, or for guests in the clubhouse or on the course and range, before they leave the Club premises. The Club employees have positive orders not to open accounts or to grant credit to or for members.

7. Membership Cards

The member is responsible for the safe keeping of the membership card. Machynys cannot be held responsible for its loss or damage. Lost cards can be replaced but an administration fee of £5 per card will be charged.

8. Alterations to Club Rules

The Directors reserve the right to cancel and amend these Rules from time to time, as they deem appropriate.

LIABILITY

Machynys cannot accept any liability for accident, injury or misadventure. Members and their guests are responsible for making their own insurance arrangements in respect of any injuries suffered or caused to them, or caused by them to any third party.

Machynys cannot accept any responsibility for the loss of, or damage to property, valuables or monies belonging to any member or guest whilst on the premises.

All members are responsible for the conduct of their guests both on and off the golf course whilst at Machynys. They are also responsible for making their guests aware of the Machynys Terms & Conditions and Golf Course Etiquette and ensuring their guests are aware of their own insurance liability.

Machynys cannot accept responsibility or liability for member's cars whilst on the premises. This includes any damage / theft sustained by any vehicle.

Machynys Golf & Country Club Ltd reserves the right to alter, cancel or amend any prices, rules and/or regulations at any time, without prior notice as they deem appropriate.

Unless we hear from you to the contrary it will be assumed you have read, understood and agreed to the terms and conditions of membership.