

RULES OF LANHYDROCK GOLF CLUB

1. NAME

The Club is called 'Lanhydrock Hotel and Golf Club' ('the Club').

PROPRIETOR

The Proprietor of the Club is Lanhydrock Golf Club Ltd whose Registered Office is at Lanhydrock Golf Club, Lostwithiel Road, Bodmin, Cornwall, PL30 5AQ ('The Proprietor').

3. OBJECT

The object of the Club is to provide golfing, social and ancillary facilities for the members of the Club using its existing golf course, clubhouse and premises at Lanhydrock depending on their chosen category of membership.

4. CONSTITUTION OF CLUB

The Club is a Proprietary Club owned by The Proprietor, which expression shall include its successors.

5. CLUB PREMISES AND FACILITIES

The Proprietor shall provide the Club with such facilities and premises as are reasonably necessary for carrying on the Club in accordance with its object and Rules and shall be solely responsible for all expenses so incurred and for the engagement and payment of staff and for catering and all other matters involving expenditure of money, including the purchase of intoxicating liquors in accordance with Rule 10(a).

6. MEMBERSHIP

- (a) The Club shall have the classes of membership specified in the Schedule.
- (b) Every member of the Club shall be governed by "the Rules" (meaning these rules and regulations and any future additions or alterations thereto) and every member shall be subject to the Rules and pay his membership joining fee (if applicable), his subscription and such other fees or charges as may be required from time to time for participation in any particular sport activity or function (in accordance with his class of membership) and/or for the supply of goods and/or services to such member.
- (c) All Amateur golfers are eligible to be considered for membership.
- (d) The Rules may be altered at any time by the Proprietor, as it shall reasonably think fit and any such alterations shall take effect and be binding on all club members 30 days after posting on the notice board in the clubhouse or on the clubs official website www.lanhydrockhotel.com

7. RIGHTS AND LIABILITIES OF MEMBERS

Every member of the Club shall, subject to the Rules for the time being in force, be entitled to use and enjoy (in common with other members of the Club) the Club's premises including the clubhouse and the furniture, fittings and other things in the clubhouse provided for the use of the Club members, but shall not by reason of his membership be under any financial liability except as stated in Rule 6(b).

8. ADMISSION TO MEMBERSHIP

- (a) Any person who wishes to become a member of the Club shall complete and sign an application in such form as shall from time to time be prescribed by the Proprietor. All prospective members shall, unless this requirement is <u>waived by the Proprietor</u>, be proposed by an existing member of the Club of a least one year's standing (and, if so required by the Proprietor, be seconded). Admission to membership of the Club shall be at the discretion of the Proprietor who may refuse to admit any person as a member without assigning any reason therefore.
- (b) By joining as a member you agree to pay in full the required sum for the period of membership the fee covers. You also acknowledge that by becoming a member no refunds are possible on this contract. Whilst the Club provides a limited liability policy for play on its golf course you are advised to purchase suitable insurance cover for all your needs from a reputable insurance company.

SUBSCRIPTIONS

- (a) All classes of membership (except Residential Membership) are available on payment of an initial joining fee (if required) and an annual subscription (12 months or if less than twelve months a fee decided by the club for the period remaining of that subscription year). Any member who fails to pay a subscription instalment by the <u>due date</u> (currently and until further notice 1st April) may have his membership suspended and if such instalment is not paid within 14 days of the due date, then the membership shall lapse. (Any member whose membership has lapsed under this Rule may be re-admitted to membership at the discretion of the Proprietor on payment of an additional fee).
- (b) The Proprietor may at its discretion also admit members on payment of a reduced subscription.
- (c) Membership cards are not transferable under penalty of forfeiture of membership and all members must produce evidence of membership, on request by any person properly authorised in that behalf, before entering the Club premises and/or whilst in or on the Club's premises. Members who cannot produce such evidence may be required to pay a guest fee or (where the sale of

- intoxicating liquor is involved) be required to leave.
- (d) The Proprietor reserves the right at its discretion to suspend from membership or expel from the Club's premises any member or member's guest whose conduct or presence is in the opinion of the Proprietor seriously prejudicial, without assigning any reason therefore
- (e) Every member of the Club (excluding Temporary or Trial Members) shall be entitled to introduce up to three (3) bona fide guests to the club at any one time but on entry to the Club's premises details of any guests must be given if requested to the Management and (in any event) recorded within the computerised reservation system with the name and membership number of the member introducing such guests

10. INTOXICATING LIQUOR

- (a) The purchase of intoxicating liquor for supply by the Club shall be in the absolute control and discretion of the Proprietor. Subject to this over-riding discretion, intoxicating liquor will normally be available on the Club premises for supply to members and their duly 'signed in' guests but shall be supplied only during the licensing hours and upon the conditions permitted by the Licensing Justices for the sale of intoxicants on the Club premises. Persons under the age of eighteen years shall not be supplied with intoxicating liquor. Persons who may appear under twenty-one years may be asked for identification.
- (b) The Proprietor may admit to the part of the Club premises licensed for the sale of intoxicants the following persons (in addition to Golfing, Clubhouse members, Conference/Function, visitors and Residents):-
- (i) the bona fide guests of the Club and the members of the Club;
- (ii) members of visiting Golfing Societies who are granted the courtesy of the Course by the Club;
- (iii) any person or persons who shall have been permitted to play golf on the Golf Course on payment to the Club of the appropriate Green Fee:
- (iv) members of the staff of the Club and professional golfers attached to the Club;
- (v) golf caddies attending on any of the classes of persons mentioned in the foregoing provisions; and
- (vi) members of the public who use any Restaurant within the Club's premises for the purpose of taking table meals there, where the intoxicants are supplied for consumption by such persons as an ancillary to their meals.

11. GAMING MACHINES

N.A.

12. RIGHTS AND LIABILITIES OF MEMBERS

- (a) The rights of all members shall be subject to all statutes orders bye-laws and regulations made by any competent authority for the time being in force and the Rules.
- (b) All members and their guests are required to observe and comply with the Rules. Failure to do so may result in expulsion, suspension and/or termination of membership at the Proprietors' discretion.
- (c) Any additions and/or variations to the Rules shall be posted on the Club's main notice board and/or website and shall not take effect until the expiration of 4 weeks from the date on which they were first so posted.
- (d) The Proprietor reserves the right at any time or times to close all or any parts of the Club's premises including the golf course as it shall in their absolute discretion consider appropriate.

THE SCHEDULE

CLASSES OF MEMBERS

Age limits apply to a person's actual age on the first day of the subscription year they apply for membership. Currently, first day of annual subscription is the 1st April.

'GOLF MEMBERSHIP' is available in both Seven Day and Five Day Membership

Seven Day Golf allows the member to play unlimited golf subject to tee availability seven days per week. They can purchase hire equipment at members rates on these days.

Five Day Golf allows the member to play unlimited golf subject to tee availability on days Monday to Friday inclusive. They can purchase hire equipment at members rates on these days.

Should a Five Day Member wish to play on either Saturday or Sunday, the appropriate Guest Fee payment is required for Green Fees and Hire equipment. They may play with fellow members in Club Competitions on Saturday and Sunday subject to payment of a Green Fee plus competition entry fee.

They may play in the Captains Drive In and Captains Day held on a weekend at no additional cost apart from the competition entry fee.

'GOLFING MEMBERS' are persons whose subscription entitles them to use all the facilities of the Club (on payment of the usual charges) and to play unlimited golf within the days of their membership without payment of green fees. Age references relate to the annual subscription renewal date of 1st April and comprise:-

Full Golf From aged thirty to and including sixty nine.

Joint Full Golf A couple living at the same permanent address and golf category.

Senior Aged seventy or over.

Country 25 years and over and have their permanent home more than 30 miles radius from the Club or outside the County

 $of Cornwall. \ They must also reside at that address for more than six months during the subscription year. Current$

drivers licence required on membership payment, further identification may be required.

Intermediate Aged twenty two to and including twenty nine.

Colt Aged eighteen to and including twenty one.

Junior Aged seventeen or under. A parent or legal guardian <u>must</u> accompany this category with a membership at the

Club. Note, there are two price bands within this category.

Five Day Golf Clubhouse Aged thirty and over with play permitted Monday to Friday inclusive. Members benefits may be limited.

Age 18 years or more on 1st April. Golf permitted on payment of green fees. Can be used to accompany a Junior

member. Selected members benefits accompany this membership.

Academy Trial Membership type and package may vary. Subject to availability and by Directors discretion only. An optional three month membership. Subject to availability and by Directors discretion only.

Golf Members may also purchase membership to the Gym facilities at a reduced rate. They must follow the rules of the gym including induction and health check questionnaire.

Affiliation Fee

Lanhydrock Hotel & Golf Club will collect the appropriate National/County Affiliation Fee charged when you join as a member. This is a condition of becoming a member of the Club. These fees will include VAT at the current rate of joining. The Affiliation Fees are then paid to the Unions in full by the Club. Lanhydrock Hotel & Golf Club retain no element of the fee or charge an administration cost for this service to the Golf Unions. This fee is an annual fee and payment is required in full even if a member joins for a part of the year only. Any dispute or refund sought regarding this fee must be taken up with the Cornwall Golf Union and not Lanhydrock Hotel & Golf Club.

Gym

Open to persons aged 18 and over. Applicants must complete additional health related form and new members will be inducted. Does not include tuition.

OTHER MEMBERS

'TEMPORARY Members'

Being persons over the age of 18 years:-

- (i) Admitted only at the Proprietor's discretion subject to such payment as the Proprietor in its discretion shall decide and/or
- (ii) Admitted to the Club's premises under Rule 10 (b) and who are within the ambit of sub-paragraphs (ii) and (iii) of that Rule.

'RESIDENTIAL Members'

Being persons entitled to Residential membership pursuant to the Club's Rules for Residential membership and having the entitlement specified in such Rules.

REGULATIONS (binding on all Members)

1. BEHAVIOUR

Members are asked to ensure that they behave in a way which does not offend others and which respects other Club members, the Club's reputation, property, premises and facilities.

 $Whilst on \ Club \ premises, members \ must \ respect \ the \ proper \ instructions \ of \ the \ Management.$

2. APPEARANCE

Members must confirm to standards of attire appropriate to the Club and comply with any notices regarding attire and/or appearance for the time being posted on the Club notice board.

3. PAYMENT OF ACCOUNTS

Unless proper arrangements are made in advance, all members must pay whatever expenses they incur in the Club premises (whether on their own behalf or for their guests) before leaving the Club premises. Recognised Credit Cards are normally accepted.

4. PERSONAL EFFECTS

The Club accepts no responsibility for vehicles and/or any property belonging to members and/or their guests wherever left. Cars should be kept locked at all times.

5. PUBLIC LIABILITY

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

Limited insurance cover is provided to members of Lanhydrock Golf Club under the proviso that members are liable for any excess or additional fees required per individual claim. Full Terms & Conditions of this cover is available by request from the Club.

The Club require knowing who is on the course at all times. All players must register in the Club building before venturing onto the course.

Lanhydrock is a Parkland Course that has many undulations and slopes. You are advised not to cross streams or ditches except at designated piped or bridged crossover points. Please take care in all conditions. It is a rule of the club that you wear appropriate Golf Shoes. Lanhydrock accepts metal and rubber spiked shoes.

Should the course conditions become questionable, staff will tour the course and ask players to return to the Clubhouse if it is decided to close the course. However, players should also make their own assessment and decision to leave the course without waiting to be notified. Where possible please walk away from trees in these conditions. You may seek shelter in the open fronted shed at the Green Keepers compound in cases of severe weather (at your own risk). In this case if you are able please call the clubhouse on 01208 262570 to let the club know where you are.

6. SAFETY PRECAUTIONS

The attention of members is drawn to the Fire Exits, which are there in the interest of public safety. Members must not interfere with the Exit Doors or obstruct them in any way. In an emergency, members must quietly and promptly obey instructions given by the Proprietor's staff.

GENERAL

- (a) The playing of portable radios or other electrical devices or the like is not permitted in the Club premises, grounds or on the golf course unless used with personal listen device (headphones).
- (b) No dogs are permitted unless they are an 'Assistance' Dog. No dogs are allowed on the course.
- (c) Food or drink (alcoholic or otherwise) may be consumed in the Club premises and grounds only if purchased from the Club.
- (b) Vehicles must only be parked in the areas marked out for that purpose. Only private vehicles are allowed.

COMPLAINTS

All complaints must be in writing and addressed to the Proprietor. Members or their guests are not permitted personally to reprimand the Companies staff.

10. GOLF

To enhance all players enjoyment, members and guests playing golf are expected to adhere to the Etiquette of Golf and to obey the proper instructions of the Golf Secretary and other Officers of the Club and to comply with any requirements in that respect for the time being displayed on notice boards on the Club premises. The Proprietor reserves the right to close the golf course for competitions, society meetings and in the case of adverse weather conditions or otherwise as the Director shall in its discretion think fit. Unless written confirmation from management to increase, Members may only introduce the same individual Guest at Members Guest reduced Green Fee four (4) times each subscription year unless additional play is granted by the Club.

11. GOLF BUGGIES - See supplement document

12. SPORT GENERALLY

The Proprietor reserves the right to appoint the Golf Captain, the Lady Captain and the Golf Secretary, together with such other Officers as the Proprietors shall consider appropriate.

The Club aims to encourage members to arrange competitions, league and friendly matches and to form committees for this purpose.

- The Proprietor must be informed of the elected officers of each committee so that they may advise members who wish to join in the activities organised by the committee concerned.
- A committee may (subject to the prior written approval of the Proprietor) charge fees and organise functions to provide funds to cover its expenses (such as affiliation fees to national and county organisations) and entertainment expenses for visiting teams.
- The prior written approval of the Proprietor must be obtained for the holding of any Lottery or other Competition to which the provisions of the Betting Gaming and Lotteries Act 1963 or the Gaming Act 1968 may apply.
- Each Committee must keep proper records and produce such records and accounts to the Proprietor on demand.