

Clwb Golf Aelodau Parc Garnant

Heol Dinefwr
Garnant
Rhydaman
Sir Caerfyrddin SA18 1NP
Tel: 01269 824121



Garnant Park Members' Golf Club

Dinefwr Road
Garnant
Ammanford
Carmarthenshire SA18 1NP
Tel: 01269 824121

President: *Mr. Kevin Madge*

Captain: *Mr. Rhys Phuillips (2023)*

Secretary: *Mr. Dylan Jones.*

Treasurer: *Mr. Mal Dyson.*

Membership Terms & Conditions.

1. Our terms.
Whenever the following words and phrases appear, they will have the following meaning, unless the context requires otherwise:
 - 1.1. We/us/our: means Garnant Park Members Golf Club.
 - 1.2 You/your: means the person named in the Membership Application who applies for the Membership.
 - 1.3 Annual Renewal Date: means 1st April of each year.
 - 1.4 Club: means Garnant Park Members Golf Club, Dinefwr Road, Garnant, Ammanford. SA181NP.
 - 1.4 Club Rules: means our General Club rules (as amended from time to time), available at The Clubhouse.
 - 1.5 Membership: means your enrolment into the Club, upon the acceptance of your Membership Application by us.
 - 1.6 Membership Application: means the application form to be completed by you, as provided by us, for the Membership.
 - 1.7 Membership Card: means the card provided by us to you that enables you to add credit to it for the purposes of purchasing items at the Club.
 - 1.8 Membership Term: means the period of your Membership, commencing on the Start Date.
 - 1.9 Membership Year: means any consecutive 12-month period of the Membership commencing on 1st April and expiring on 31st March.
 - 1.10 When we use the words "writing" or "written" in these terms, this includes emails.
2. What these terms cover.
 - 2.1 These are the terms and conditions which will govern your Membership with us.
 - 2.2 Read these terms carefully before you submit your Membership Application to us. These terms tell you who we are, how we will provide the Membership to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
3. Contact information
 - 3.1 You can contact us by telephoning us at 01269 824121 or by email at info@garnantgolf.co.uk or writing to Garnant Park Members Golf Club, Dinefwr Road, Garnant, Ammanford.SA181NP.
 - 3.2 If we must contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Membership Application.
4. Our contract with you and the Membership
 - 4.1 Our acceptance of your Membership Application will take place when we tell you that we are able to provide you with the Membership, which we will also confirm in writing to you, at

which point a contract will come into existence between you and us. We have the right not to offer you a Membership with the Club, without reason.

4.2 Following the acceptance of your Membership Application we will issue you with a bag tag and a Membership Card.

5. Membership Card

5.1 A Membership Card is valid for payment use only when your account with us is not in arrears.

5.2 Any discounts, promotions, or special offers that we provide to you with the Membership Card are at our sole discretion and, may be withdrawn or amended by us at any time.

5.3 Your Membership Card can only be used by you. If you provide your Membership Card to another person to make use of any discounts, special offers or promotions associated with having a Membership Card, we have the right to end your Membership without providing a refund to you (for any amount paid in advance by you) or, to charge you any amount that would have otherwise been due to us for the Membership Year, had we not terminated the Membership (where you have not paid in advance).

5.4 The Membership Card remains our property and must be promptly returned to us, upon termination or expiry of your Membership. Provided that there are no outstanding fees due to us, we will refund any balance on your Membership Card as soon as reasonably practicable, following termination or expiry of your Membership. We have the right to deduct any amount due to us from the balance of your Membership Card.

6. Golf bookings.

6.1 All golf sessions must be booked by you in advance. We have the right to refuse you access to the golf course at the Club, where a prior booking has not been made by you. Bookings can be made (subject to availability), online, over the phone or in person, at the Club.

7. Our rights to make changes for access to the Club.

7.1 We may change the facilities offered by the Club to reflect changes in relevant laws and regulatory requirements for example to address a security threat or to implement minor technical adjustments and improvements.

8. Membership Packages.

8.1 We offer a range of membership packages, as further described on our website subject to the terms of each membership package, you may request to upgrade your membership package with us at any time during the Membership Term. We have the right, at our discretion, to decline such request. Where we accept your request to upgrade, we will notify you of the date that the upgrade shall take effect and, any change in the membership fee because of the upgrade.

9. Membership Term

9.1 Your Membership will commence on the date notified by us to you when accepting your membership application (Start Date).

9.2 Your 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 such time as the Membership is terminated in accordance with these terms.

9.3 You cannot, without reason, cancel your Membership during a Membership Year. For the avoidance of doubt, you will be committed to pay us for each Membership Year and if the Start Date is anything other than 1st April, for such period between the Start Date and the first Annual Renewal Date that your Membership continues. You may, however, provide us with at least 30 days written notice, prior to the expiry of the current Membership Year, stating that you do not wish for your Membership to renew. Your Membership will then terminate at the end of that Membership Year.

10. Fees for Membership

- 10.1 Where a subscription fee is payable, we will notify you of this prior to accepting your Membership and, this fee must be paid by you when we approve your Membership Application. The subscription fee will be non-refundable after 14 Day Cooling Off Period of which any golf played will be deducted according to applicable green fee.
- 10.2 Membership fees are calculated in accordance with the membership package that you have purchased (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 instalments. Where the Start Date is any date other than 1st April, your membership fee will be calculated on a pro-rata basis for the period between the Start Date and the first Annual Renewal Date.
- 10.3 If you wish to pay monthly, you will be required to set up a payment plan with your bank which will be collected by the club. If we are unable to collect the fee on the due date, you should immediately pay us the applicable fee for that month. If you do not do this, you accept that we will resubmit the request for the payment due to us and you may be charged by your bank for the resubmission request. We will not accept any liability or responsibility for any bank charges you accrue. Where you fail to pay any amount due to us by the due date for payment, we have the right to charge you interest at the rate of 4% above the base lending rate of National Westminster Bank Plc. You must pay us the interest together with the overdue amount.
- 10.4 We will not refund any membership fees to you where you choose not to attend the Club. Membership fees must be paid to us for the duration of the Membership Term, regardless of whether you make use of the Club facilities or attend the Club.
- 10.5 Membership fees shall be fixed for each Membership Year and, we reserve the right to amend the Membership fees prior to the commencement of the next Membership Year by providing you with at least 30 days written notice.

11. Your right to suspend your Membership

- 11.1 You may suspend your membership by applying in writing to the Secretary of the Club to suspend your Membership due to: (a) serious illness or other certified medical reason. You will need to provide us with suitable medical evidence (such as a doctor's note) confirming that you are unable to use the Club facilities and are unfit to play golf; or (b) loss of employment or redundancy. In such circumstances you will need to provide us with evidence that you cease to be employed and/or have been made redundant (such as a letter from your employer confirming the redundancy).
- 11.2 If your Membership is suspended due to any of the reasons set out above, it will be for a minimum period of 1 month and a maximum of 3 months. Suspension of your Membership is at our sole discretion. During the suspended period, you will not be provided access to the Club, golf course or members benefits associated with the Membership Card, and we will not charge you for the Membership fees (if you pay on a monthly basis). If you have paid for the Membership fees in advance, we will credit your account with any amounts paid by you for the suspended period, as soon as reasonably practicable.

12. Our rights to terminate your Membership

- 12.1 We may end Membership at any time by writing to you if: (a) you commit a serious breach of these terms or the Club Rules and the breach, if capable of remedy, is not remedied within 7 days of us notifying you to do so; (b) you do not make any payment to us when it is due; (c) you provide us with details which you know are false when submitting your Membership Application to us and, the false declaration would have affected our decision to grant membership to you; (d) your 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 our character, name or interests; or (e) you cause nuisance or annoyance to other users of the Club or any of our employees.

- 12.2 If we end the contract in the situations set out above we will not refund any money you have paid in advance for the Membership, for the remainder of the Membership Year in which the termination took place and, where you have not paid in advance, we will charge you the costs we would have received had we not terminated the contract and the Membership continued for the remainder of that Membership Year.
- 12.3 Where we terminate your Membership, you will lose all privileges and rights that you may have otherwise received with the Membership and your access to use the Club and/or its facilities as a Member shall terminate immediately. You will not be entitled to claim for a refund in any Membership fees paid in advance and, you must promptly return your membership card to us.
- 12.4 We have the right to terminate your Membership without reason, upon providing you with 30 days written notice. In such circumstances, we will refund any amount paid by you to us, for the Membership, for any period of the Membership Year that you will no longer be a Member of the Club. Where you have not paid in advance, we will not charge you for any period where you will cease to be a Member of the Club.

13. Complaints Procedure

- 13.1 If you have any questions or complaints about the facilities offered by the Club, please contact us. You can contact by writing to us at info@garnantgolf.co.uk or Garnant Park Members Golf Club, Dinefwr Road, Garnant, Ammanford.SA181NP. or alternatively, please speak to the committee.

14. General.

- 14.1 These terms and the Club Rules (as amended from time to time) govern the contract between you and us. You can find a copy of the current version of the Club Rules at the Clubhouse or by asking for a copy from one of our staff members at the Club.
- 14.2 You must adhere to all signs, notices and information intended for your safety and the safety of others at the Club. For your safety, you must ensure that you are not in the path of moving golf balls, clubs, or buggies at any time.
- 14.3 If you suffer an accident whilst at the Club premises or grounds, you must promptly report details of the incident to a senior member staff on duty. We do not accept liability for any accident or injury caused to you whilst at the Club, other than that which arises because of our negligence.
- 14.4 Should you find property that appears to be lost, this should be handed to a member of staff at the Club immediately. We will keep lost property in our possession for a maximum period of 3 months. If the lost property is not claimed within this period, we have the right to dispose of the property without notice.
- 14.4 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. In any event, you must take reasonable care when using the Club facilities and the golf course including without limitation, checking the playing surface of the golf course to confirm that it is suitable for you to use, before commencing play.
- 14.5 Where you sustain loss or damage, you must notify of us of this in writing within 7 days of the alleged loss or damage occurring. Such notification must be sent to the golf manager at: info@garnantgolf.co.uk or Garnant Park Members Golf Club, Dinefwr Road, Garnant, Ammanford.SA181NP.

- 14.6 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors or, for fraud or fraudulent misrepresentation. Damage to your property. We do not accept liability for your cars (or other vehicles), the contents of such vehicles or other property that you bring to the Club. All such items brought to the Club are brought at your own risk.
- 14.7 We will use the personal information you provide to us to: (a) provide the Membership to you; and (b) process your payment for the Membership. We will only give your personal information to third parties where the law either requires or allows us to do so.
- 14.8 If our performance of the contract is affected by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for the period where you do not have access to the Club.
- 14.9 We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may end the contract within 1 month and we will refund you any payments you have made in advance for the Membership, for any period following the termination of the Membership.
- 14.10 You may only transfer your rights or your obligations under these terms to another person with our written consent. Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.11 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you later. For example, if you miss a payment and we do not chase you, but we continue to provide you with access to the Club, we can still require you to make the payment later.
- 14.12 All members are responsible for their guests. A member may not introduce the same guest any more than twice a month.
- 14.13 All linked members within one group must be paid from the same bank account as the Lead Member.
- 14.14 **Members are not permitted to discipline staff. All complaints relating to Club staff should in the first instance be made to the Secretary of the Executive Committee.**

Golf Buggy Policy

Use of Ride-on Buggies on the Golf Course

Introduction

This statement will encompass the minimum criteria to be applied, and the conditions that must be met by anyone who wishes to make use of a motorised ride-on buggy at Garnant Park Members Golf Club. These documents will form the club's policy for the use of golf buggies in the environs of the club.

Users of buggies on the course fall into two categories:

1. Users of club owned buggies
2. Users of privately owned buggies

Privately owned buggy users fall into two categories:

1. Buggies used by able bodied golfers where club rules allow their use
2. Buggies used by those who need vehicular assistance to navigate the course.

Those requiring vehicular assistance can be:

1. Those with a recognised disability as defined by the Equality Act 2010
2. Those who although not officially recognised as being disabled still require vehicular assistance to assist them to play golf

Equality Act 2010

Primarily, the act concerns itself with anyone who has a disability as defined by this legislation, Under the Act, Golf Clubs and other premises have a legal duty to produce a policy that allows equal access to the club to those players who have a recognised disability as defined by Section 6 of the Act. The club must ensure that all reasonable adjustments which may include the use of a golf buggy are made to allow those with a disability to play golf. This policy will fulfil this requirement.

The club has also decided that it would also be beneficial to any future members as well as to our current membership that we develop a policy that encompasses all members and visitors who while not fulfilling the legislative definitions of being disabled but nevertheless need the help provided by a motorised ride-on buggy to play golf.

Buggy Use

The safety of everyone is of paramount importance, no-one will be allowed to use a buggy within the club environs until they can demonstrate that they can use it safely to the Club's Professional's satisfaction.

The purpose of this document is to establish a standard for the safe operation of all ride-on buggies operated on the course at Garnant Park Members Golf Club.

The document also sets down the criteria for the use of privately owned buggies.

A copy of this policy will be published and kept in the office.

Privately Owned Buggies

The use of a privately owned ride-on buggy is allowed strictly subject to prior authorisation by the club and the owner conforming to and agreeing to whatever terms and conditions the club operates at the time of its annual permission. The acceptance of any annual permission does not automatically extend to the following year.

The use of a privately owned motorised ride-on buggy at the Garnant Park Members Golf Club is subject to completing the required documents and returning these to the Club Manager and obtaining their written approval for use of a buggy. The forms and policy can be obtained from the Club Office.

Qualifications

Any person operating a ride-on buggy on the golf course must demonstrate to the Club Manager that they have the knowledge, training, and skill to safely operate the vehicle and be fully accountable for their actions and the consequences thereof.

The safe operation of ride-on buggies on the course requires conscientious application and adherence to the minimum standard of care prescribed by this policy.

Ride-on buggies must be operated in accordance with manufacturers recommendations and any Club policy.

The club reserves the right to refuse permission to use a buggy if all the conditions stipulated are not complied with.

From time to time, club staff may determine that the state of the course or the weather is such that safety of buggy users is unacceptably compromised or the course may be damaged if a ride-on buggy is used.

This might apply to the whole or just part of the course.

Potentially unsuitable conditions include waterlogging, frost, reduced visibility etc.

Where such conditions arise, the club will review the situation on at least a twice a day basis.

The club will endeavour to ensure that restrictions placed on buggy users will be kept to a minimum.

Use in General Play and Competitions:

Competitions

Buggies can be used during competitions and people can share buggies (outside of Covid times) provided they sign the relevant documentation in the pro shop. We require one signature for a buggy and that person takes responsibility for the buggy during its use.

Social Golf

In social golf, sharing is permitted.