

THE CELTIC MANOR RESORT

CAERLEON GOLF MEMBERSHIP

TERMS AND CONDITIONS



In these Terms and Conditions:

“Club”, “Membership”, “membership” and “membership of the Club” means or otherwise refers to the category of annual golf membership at the Resort to which a person is admitted by the Resort and denoted in his membership pack and “Member” and “member” shall be construed accordingly;.

“the Resort” means Celtic Manor Resort, the hotel and leisure resort owned and operated by The Celtic Manor Resort Limited (registered in England and Wales with company number 08428620); and any word or term importing any gender includes any other gender, the singular includes the plural and vice versa.

MEMBERSHIP OF THE CLUB

- Membership of the Club is not an investment and does not provide a Member with an equity or ownership interest or any property interest in the Resort or any of its assets or facilities.
- The hours of operation of all facilities will be established and published by the Resort.
- Membership of the Club is a revocable personal licence to use the Resort’s facilities and does not grant the Member any right or easement to use the Resort’s facilities except as expressly set out or referred to in these Terms and Conditions.
- Members do not have any interest in the income of the Resort and do not have any right to receive any of the Resort’s assets (whether on dissolution or otherwise) but they are not financially responsible for any obligations or liabilities of the Resort.
- Neither membership of the Club nor any benefits of membership are transferable.
- By accepting membership of the Club, the Member fully accepts these Terms and Conditions together with the Rules and Bylaws of the Resort from time to time and agrees to abide by them at all times.

OPERATION AND CONTROL OF THE RESORT

- The Resort will manage and operate the Resort’s facilities and be responsible for the administration of the Resort’s facilities with the exclusive authority and power to accept members, establish and vary Terms and Conditions of membership and membership categories.
- The Resort may at its sole discretion close the Resort’s golf or other facilities or part thereof for any period and for any event or purpose or reason that it considers necessary or desirable. For avoidance of doubt this may include, but not be limited to, the week of and two weeks prior to The Cazoo Open each year.
- All food and beverages consumed within the Resort must be purchased from or supplied by the Resort.
- No member, visitor or guest is allowed in the services areas of the Resort, which includes all administration areas.
- All complaints concerning operations of the Resort’s golf facilities, its employees or any other matters are to be directed to the Director of Golf, Spa & Leisure, Golf Operations Manager or Golf Membership Manager. All complaints must be made in writing and signed by the complainant.
- No commercial advertisements shall be posted or circulated in the Resort without prior agreement of the Director of Golf, Spa & Leisure.
- The Resort reserves the right to allow any person(s) or group(s) the use of any or all of the Resort’s facilities for any purpose and upon such terms and conditions that are determined in its sole and absolute discretion.
- Vehicles must be parked in the designated parking bays only. Restricted parking bays may only be used when a valid badge is displayed. Parking of vehicles on any access road is not permitted at any time. Repeated non-compliance of these rules will result in action being taken by the Resort which may lead to suspension or termination of membership.
- The Resort reserves the right to revoke or vary these Terms and Conditions and to make such Rules and Bylaws as it considers necessary or desirable.

JOINING FEE, ANNUAL SUBSCRIPTIONS AND OTHER CHARGES

- The Resort’s membership year will be a calendar year beginning 1st April and the Resort will determine the amount of any joining fee and Annual Subscription and any other charges it considers necessary in its sole and absolute discretion.
- Upon joining the Club, the Resort may levy upon a Member a non-refundable joining fee, which must be paid in one lump sum prior to the commencement of membership.
- The Annual Subscription as determined may be paid by the Member in one payment on or before the first day of each membership year, or by 12 monthly direct debits (which may be subject to additional charges for interest and/or administration) throughout the membership year. If any amounts due are not paid by the due date, all membership privileges, benefits and rights shall be suspended until such payment is paid in full.
- The Annual Subscription shall be reduced by 1/12 for every full month elapsed after the 1st April in any membership year for Members joining the Club part-way through that year.
- The Annual Subscription does not include any equipment hire charges.
- Membership is renewable automatically unless the Member resigns his membership by written notice at least one calendar month before the beginning of the next membership year. In the event of failure to give such notice the Member shall be liable to the Resort for the applicable Annual Subscription for that next membership year and any other charges due.
- Membership for the then current membership year is not cancellable or terminable by a member.
- Neither the joining fee or annual subscription fees are refundable by, or (in the case of payments by direct debit) cease to be payable to, the Resort, either in whole or in part, including in the event that membership ceases at any time during the membership year, or a member ceases, during the membership year, to be entitled to, or to exercise, the privileges, benefits and rights of membership.
- Unless a member is paying by Direct Debit, all annual membership subscriptions must be paid in full by 1st April in each membership year. If not paid at such date, all membership privileges, benefits and rights shall be suspended until such payment is made.
- Cancellations of any Direct Debit shall not release a member or former member from any liability for any subscription or any fees or charges due & payable under these Terms and Conditions.
- A discount of 12.5% off the Annual Subscription is available to Joint Membership applications. Joint Membership is valid for a maximum of two people who must be married or in a legal civil partnership. Official evidence of this (to the reasonable satisfaction of the Resort) will be required.

CANCELLATION OF MEMBERSHIP

- The membership term is 12 months from the 1st April.
- A member may terminate their membership with effect from the beginning of the immediately following membership year by giving not less than one full calendar month’s written notice before the beginning of the next membership year. Such written notice should be addressed to the Membership Team. If such confirmation is not received by the Member within 10 working days, the Member should contact the Resort immediately. It is recommended that suspension requests are made by email or recorded delivery.

SUSPENSION AND TERMINATION OF MEMBERSHIP BY THE CELTIC MANOR RESORT

Membership may be suspended or terminated (at the sole discretion of the Resort) if, in the sole judgement of the Resort, the Member:

- Permits a membership card to be used by anyone other than the designated holder.
- Exhibits unsatisfactory behaviour, conduct or appearance within the Resort.
- Fails to pay any amount owed to the Resort in a proper and timely manner.
- Fails to abide by the current rules and regulations from time to time in effect for use of the facilities.
- Uses abusive language or behaviour to personnel or employees of the Resort or any other person.
- Brings the name of the Resort into disrepute.
- In the event of and during any period of suspension imposed by the Resort pursuant to the immediately preceding paragraph, a Member shall not be entitled to enjoy or use any of the membership rights or privileges but annual subscription fees remain payable and shall be paid in full prior to reinstatement
- In the event of any termination or suspension, the Member will not be entitled to a refund of any joining fee or subscription fees previously paid or due.
- It will be at the sole discretion of the Resort management as to whether or not to reinstate membership privileges, benefits and rights after any period of suspension.
- Any Member whose membership has been terminated by the Resort for any reason shall not again be eligible for membership within a five-year period of the termination date.

MEDICAL SUSPENSION

- Any member wishing to suspend their membership for medical reasons must request to do so in writing addressed to the Membership Team. All such requests must be accompanied by a medical certificate signed by the Member's doctor. The Resort reserves the right to confirm with the doctor the information given.
- Request to suspend Membership on medical grounds will be granted only in exceptional circumstances and it will be at the sole discretion of the Resort as to whether or not to grant such suspension for any period or periods and any abatement or reduction in the Membership fee(s) for such period(s) the maximum period for medical suspension is 6 months.
- A member who has suspended their membership for medical reasons is not entitled to, and may not enjoy or exercise, the privileges, benefits or rights of membership for the duration of their suspension.
- During a period of suspension, any joint members attached to the Membership will be charged at the appropriate individual Membership rate.

SUSPENSION OF MEMBERSHIP BY MEMBER

- Requests to suspend will be granted only in exceptional circumstances and it will be at the sole discretion of the Resort as to whether or not to grant such a suspension for any period or periods and any abatement or reduction in the Membership fee(s) for such period(s). The maximum period for suspension is 6 months. Any member wishing to suspend their membership, must provide a full calendar months' notice and request to do so in writing, addressed to the Membership Team. If suspension is granted, a fee of £10 per month will be charged.
- It is the responsibility of the member to ensure that the Resort has received the suspension letter. The Resort will confirm receipt of the letter and the commencement date of the suspension period in writing or by email. If such confirmation is not received by the Member within 10 working days, the Member should contact the Resort immediately. It is recommended that suspension requests are made by email or recorded delivery.
- A member who has suspended their membership is not entitled to, and may not enjoy or exercise, the privileges, benefits or rights of membership for the duration of their suspension.
- During a period of suspension, any Joint Members attached to the membership will be charged at the appropriate Individual Membership rate.

DEFAULT PAYMENTS

- In the event that a member cancels his Direct Debit or any Direct Debit is not paid on the due date, the Resort will contact the member in writing and give such member 14 days to make good such payment(s) due or overdue.
- Failure to make good such payment(s) within 14 days will result in The Resort taking legal action to recover the amount(s) due from the member for breach of contract.
- The management reserves the right to suspend the member's membership privileges at the Resort at any time until the amount due and owing is paid in full. Annual subscription fees shall continue to accrue and shall be paid in full prior to reinstatement of such privileges.

TEE TIMES

BOOKING OF TEE TIMES AND REGISTRATION

- Members may book tee off times up to 28 days in advance by phone or in one of the shops or up to 6 weeks in advance online.
- Members may sign-in up to 3 guests per day at the applicable member's guest green fee rate and with a maximum of 30 guest rounds of golf per membership year. Members must play with their guests at all times.
- All green fees for members' guests must be pre-paid at the time of booking.
- All members and guests must register in the Caerleon Golf Clubhouse prior to commencement of play. Membership cards must be provided at registration.

CANCELLATION POLICY

- All bookings, cancellations and alterations to bookings must be made through Twenty Ten reception on 01633 410551. Failure to do this on any booking may lead to such booking being cancelled.
- Any cancellations and alterations can be made up to 48 hours in advance.
- Failure to turn up for a tee time will be deemed a no-show and the member will be liable for a cancellation charge as the Resort may determine (not exceeding the prevailing member's guest rate). Repeated no-shows may result in the following action being taken by the Resort (at the discretion of the Resort):
- Ineligibility for member's competitions and club matches for a minimum period of one month.
- Cancellation of pre-booking facility for a minimum period of three months.
- Suspension of membership.
- Termination of membership.
- A 48-hour cancellation policy also applies to member's guests tee time reservations. In the event that a member's guest reservation is cancelled within 48 hours of the tee time no refund will be due.

THE GOLF COURSES

- Members and their guests will not be allowed access to the golf courses without a valid green fee ticket or validation pass obtained from the Caerleon Golf Clubhouse.
- Practice is not allowed on any part of the golf courses.
- No more than four players per tee time are permitted on each golf course.
- All golfers are reminded that golfing etiquette should be adhered to at all times. This includes the raking of bunkers after use and the repairing of pitch marks and divots.
- The Director of Golf Courses and Estates Management or appointed representative will determine when the golf courses are fit for play. Their decision shall be final.
- If The Resort closes the course(s) due to unplayable conditions, Adverse Weather Vouchers will be issued to members' guests. The voucher will be to the value paid for green fees and hire items on the day of play, which can be redeemed as full or part payment towards a new booking, chargeable at the applicable green fee rate at the time. Unless a member otherwise requests, the voucher will be sent to the guest(s) by The Resort's Reservations Team

CODE OF CONDUCT

- Committee have introduced a penalty structure for players that fail to adhere to the code of conduct whilst playing the course. The decision for applying these penalties would come from a committee member or competitions secretary. This would include;
- Playing from or entering a no play zone
- Failure to care for the course; not raking bunkers, repairing pitch marks or replacing divots
- Unacceptable language
- Abuse of clubs or the course
- Being disrespectful to other players, referees or spectators
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- The Committee may provide in the Code of Conduct that a warning will be given for the first breach of the Code and not a penalty, unless the Committee considers the breach to be sufficiently serious.

SAFEGUARDING POLICY

- Rules have been put in place by The Committee for competitions when adults are playing with Juniors. Further details can be found in the "Terms of Competition" rules found on the notice boards.
- Members should be reminded of their code of conduct when playing with Juniors.
- Terms of competition for Juniors can be found on the notice board or by speaking to the Golf Membership Manager.

DRESS CODE AND ETIQUETTE

- Members and guests will be expected to dress in a fashion befitting the surroundings and atmosphere of The Resort.
- Spiked shoes are only permitted in the designated areas.
- The following is considered appropriate attire for use of the Golf Courses:
- Men: Shirts with collars and sleeves, slacks, golf shorts or tailored shorts are deemed appropriate.
- Golf shoes must be worn on the golf courses at all times.
- T-shirts, jeans, bathing suits, tennis shorts and athletic shorts are not appropriate.
- Ladies: Dresses, skirts, slacks, golf shorts, mid length shorts and blouses are deemed appropriate.
- Golf shoes must be worn on the golf courses at all times.
- T-shirts, bathing suits, jeans, tennis dresses and athletic shorts are not appropriate.
- Inappropriately dressed members and guests may be asked to leave the golf courses and in any event must be appropriately dressed before play can resume.
- The rules of the R&A together with the Club rules and etiquette shall apply to The Resort.
- The personnel of the Resort have full authority to enforce these rules and breaches will be reported to the Resort management team.
- If in the opinion of The Resort the conduct of a member or his guest(s) is unacceptable he/they will be requested to leave the Resort premises forthwith.

MEMBERSHIP CARDS

- A membership card indicating the membership number, member's photograph and type of membership shall be issued to each member upon the payment of the relevant subscription fee and joining fee (if applicable).
- A Member must have their membership card with them at all times while using The Resort facilities. Failure to produce a valid membership card when requested to do so will result in access to The Resort's facilities and associated member benefits being denied.
- A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.
- Membership cards will be mailed directly to the member.
- In the event that a membership card is lost or stolen, the membership team must be notified immediately in writing before the membership card is replaced. A replacement fee of £5.00 will be charged.

LOSS OR DAMAGE TO PROPERTY

- Each member and guest assumes sole responsibility for his/her property.
- The Resort shall not be responsible for any loss or damage to any private property used or stored on the premises of the Facilities, whether in lockers or elsewhere.
- All unclaimed property discovered by or handed in to the Resort will be logged and recorded as 'lost property' for further reference and, subject to proof or evidence of ownership to the Resort's satisfaction, can be reclaimed from the lost property office situated in the golf changing area.
- All lost property that remains unclaimed for three months or more may be sold by The Resort, with or without notice, at a public sale or may be otherwise disposed of on such terms as The Resort may determine and her proceeds if any shall be used by The Resort to cover costs incurred.
- A member or guest shall be liable for loss or damage caused by him to any Resort property and he will be charged for repairs or if necessary replacement in its entirety.

PETS

- Dogs or other pets (with the exception of guide dogs) are not permitted anywhere within The Resort at any time.

USEFUL CONTACTS

- Director of Golf, Spa & Leisure – David Griffin -01633 410551 / dgriffin@celtic-manor.com
- Golf Operations Manager – Brian Duncan - 01633 410449 / bduncan@celtic-manor.com
- Golf Membership Manager – Alex Cope - 01633 410550 / acope@celtic-manor.com
- Leisure Membership Sales & Events Team 01633 410300 (Option 1) / members@celtic-manor.com
- Golf Reservations, Cancellations and Golf Tee Time Sales - 01633 410551 / golfandmembership@celtic-manor.com
- Golf Academy 01633 410312

DISCLAIMER

- Members and their guest(s) are advised that the sport of golf is potentially hazardous and that their participation is solely at their own risk. The members and their guest(s) take responsibility for ensuring that they are medically and physically fit before using any of The Resort's facilities or before participating in any event organised by The Resort.
- Members and their guest(s) are advised to have appropriate insurance cover in place before using any of The Resort's facilities or before participating in any event organised by The Resort.
- Neither The Resort, its agents or servants shall be held responsible for any personal injury or illness or death (save where caused by the negligence of the Resort or any person for whose acts the Resort is vicariously liable) or loss or consequential loss or damage suffered by any person of whatever nature or howsoever caused on The Resort's premises or as a result of participating in any event organised by The Resort.

DISPUTES

- In any dispute between the member and The Resort, The Resort's decision shall be final.

AMENDMENTS

- The Resort reserves the right to amend or modify these rules at any time and from time to time when necessary or appropriate and will notify the members of any changes by appropriate means.

PROTECTION OF PERSONAL DATA

- The Resort respects members' privacy and is committed to protecting members' personal data. The Resort complies with UK data protection legislation, which imposes on the Resort legal duties in respect of the personal information it collects from members, holds, processes and shares. This personal information includes, in respect of each member, their name, date of birth, gender, residential and email addresses, telephone number(s) and, if where payment by a member is by direct debit, that member's bank details. We will only use, process and share members' personal data where there is a lawful basis to do so.
- The Resort does not share members' personal data, other than members' names, with other members.

I hereby agree to abide by and be bound by the above
Terms and Conditions.

Name (Parent/Guardian if Junior)

Membership No.

Signature (Parent/Guardian if Junior)

Date