

# **East Ayrshire Leisure**

## **Annanhill Golf Course - General Rules**

- A Season Ticket holder must only book another Season Ticket holders into their tee time if they have explicit
  permission to do so from that individual. Any Season Ticket holder found to have made bookings in the name of
  another Season Ticket holder without the permission of that individual may be reported to the Office of the
  Information Commissioner for a data protection breach.
- 2. East Ayrshire Leisure reserve the right to prohibit or restrict play at any time and Local Clubs may be given preferred booking times at weekends and weekday competitions.
- 3. All rounds of golf must be pre-booked either on the phone or in person.
- 4. Every player must have in their possession during play a valid season ticket bag tag or a ticket purchased by them before play commenced and must produce such ticket for inspection to anyone authorised by East Ayrshire Leisure to inspect. Anyone failing to produce such a ticket will be directed to supply their name and address and will be required to leave the course forthwith.
- 5. Play will be under the rules of Golf as prescribed by the R & A, Local Course rules and any instructions issued by the golf course Starters and Marshals.
- 6. Single Players have no status on the golf course and must give way to 2, 3 and 4-ball matches at all times.
- 7. Single Players must not play more than one ball unless there is a clear hole in front of and behind them, in any case single players must not play any more than 2 golf balls.
- 8. There shall be no practice on the course, other than ground set apart for this purpose. Golf greens must not be used as practice putting or chipping greens.
- 9. Players must always wait until the players in front are out of range before hitting their shot.
- 10. Mobile telephones must be switched to silent for the duration of play.
- 11. All games shall start at the first tee unless directions to the contrary are given. The order of play will be regulated by a starter for the course.
- 12. No player shall play a ball if any person is in a position of danger from the same, and every precaution shall be taken to avoid accidents.
- 13. Every player on the course must have a bag with at least 4 clubs, one of which must be a putter.
- 14. All trolleys, buggies and golf boards must be kept off the tees, greens and putting surfaces at all times. They are also not permitted in areas marked as GUR.
- 15. Golf bags are permitted on the tees, however they must be kept off the greens and putting surfaces at all times.
- 16. Four players is the maximum allowed for each match.
- 17. East Ayrshire Leisure shall not be responsible for the loss of or damage to, any property of players on the course.
- 18. No player, club, or member of the public may interfere with the work of any employee of East Ayrshire Leisure.
- 19. East Ayrshire Leisure will endeavour to maintain golf courses in the best possible condition. This may, from time to time, result in the closure of holes or parts of holes to make improvements or carry out maintenance works considered to be in the best long term interest of the facility.
- 20. East Ayrshire Leisure will endeavour to take reasonable care to provide a safe environment for Season Ticket Holders and guests. Season Ticket holders and guests must abide by all instructions on notices, and signage, and



must comply with all information provided for their safety and the safety of others. For their own safety, Season Ticket holders and guests must ensure that they are not in the path of moving golf balls, clubs or buggies at any time.

- 21. All incidents or accidents, including all instances where a golf ball has left the confines of the course, must be reported to a member of staff.
- 22. East Ayrshire Leisure accepts no responsibility for injury as a result of ground conditions resultant from prevailing weather conditions or damage caused by burrowing animals. Due care and attention should be demonstrated when accessing the courses at all times, including without limitation, checking the playing surface of the golf course to confirm that is suitable, before commencing play.
- 23. East Ayrshire Leisure reserve the right, without assigning any reason, to prevent any persons from playing on the course, and to cancel his or her tickets whether annual or otherwise.
- 24. The Council may, from time to time and without notice or penalty, change all or part of the facilities provided by it under these Terms and Conditions in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature or scope of the facilities, including without limitation strikes, lock-outs or other industrial action by Trust Employees, third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or pandemic or any other natural disaster, or failure of public or private telecommunications networks.

These Regulations may be modified or added to at any time by East Ayrshire Leisure, and shall otherwise continue to be applicable until revoked by East Ayrshire Leisure.

#### **Local Rules**

## I. Out of Bounds (Rule 2.1)

- a) Beyond any boundary fence, hedge or line of white stakes or lines. Rule 18.2 applies.
- b) Beyond the line of white stakes to the left of the 18th. Rule 18.2 applies.

## 2. Penalty Areas (Rule 17)

- a) Parts of the burns marked with yellow stakes are Yellow Penalty areas, relief under penalty must be taken under Rule 17 (Yellow Penalty Areas).
- b) Parts of the burns with red stakes/lines and all unmarked ditches are Lateral Penalty areas, relief under penalty must be taken under Rule 17 (Lateral Penalty Areas).

#### 3. No Play Zones (Rule 2.4) Play Prohibited

- a) Areas marked as Ground Under Repair by blue stakes or enclosed by white lines. The player must take free relief under Rule 16.
- b) Plantations of young trees defined by blue stakes are GUR from which play is prohibited. If a player's ball lies in such an area or it interferes with the player's stance or the area of his intended swing the player must take free relief under Rule 16.1f.
- c) Designated path / walkway areas. The player must take free relief under Rule 16.1 (immovable obstructions)
- d) Temporary fenced areas on the 1st, 2nd, 3rd and 18th following drainage works. The player must take free relief under Rule 16

## 4. Young Trees

If a staked tree or trees under one club length in height interfere with a player's stance or the area of intended swing the ball must be lifted and dropped in accordance with the procedure prescribed in Rule 16.1 (immovable obstructions).

#### 5. Stones in bunkers

Stones in bunkers are loose impediments. Rule 15.1 applies.



## 6. Overhead Power Lines

If a ball strikes an overhead power line the player must disregard that stroke, abandon the ball and play another ball as near as possible to the spot from which the original ball was played in accordance with Rule 14.6 (playing next stroke from where previous stroke was played)

#### 7. Seeded Divot Marks

If a ball lies in or touches a seeded mark free relief must be taken. Rule 16 applies.

## 8. Accidental Damage Caused by Golf Balls

All golfers must report any suspected or known damage to properties or cars to the Golf Starter immediately. Failure to comply may result in temporary suspension of season ticket or restrictions may be imposed.

Penalty for breach of local rule: Match Play – Loss of Hole; Stroke Play – Two Strokes

All Golfers should follow Advisory Signs & Notices at All Times

All golfers should avoid slow play and allow golfers behind to play through if necessary, especially if they are utilising golf buggies or boards.

# Membership Terms & Conditions for Direct Debit, Upfront & 'Pay As You Go Memberships & Season Tickets

- 1. On joining you agree to make a minimum number of direct debit payments dependent on the membership option selected. After this initial term we will continue to collect monthly payments until notification of cancellation is received. The initial interim payment is not included in the contractual term.
- 2. Golf Season tickets are a one off payment with the year beginning 1st April 31st March the following year.
- 3. If you want to cancel your Direct Debit please email <a href="mailto:ealdirectdebits@eastayrshireleisure.com">eastayrshireleisure.com</a> after you have completed your minimum membership term. At least thirty days notice is required for all cancellations and any direct debit payments scheduled within the thirty days will still be collected.
- 4. Membership is for East Ayrshire Leisure fitness activities and not an individual facility. As such, East Ayrshire Leisure will not allow early termination of membership nor will they issue refunds due to the closure of individual facilities for essential maintenance or large scale events. This also applies if classes/activities are cancelled or amended.
- 5. Direct Debit payments will be collected from your nominated account on or shortly after the 1st or 15th of each month depending on your joining date. Failed or rejected payments will be placed in your account and your membership will be placed on hold. To re-instate your Membership you must settle the outstanding balance. Your Direct Debit will be collected as normal the following month and if the payment fails again your membership will automatically be cancelled. Both outstanding payments will remain on your account.
- 6. Freezing of your Direct Debit membership for between 1 and 6 months can be arranged for the following reasons;
  - Injury/illness (Doctors letter required)
  - Extenuating working circumstances (letter from employer required).

The freeze facility would cost £5.00 per month, with 30 days' notice required. To request this please email <a href="mailto:ealdirectdebits@eastayrshireleisure.com">ealdirectdebits@eastayrshireleisure.com</a>. This in not applicable to any membership or season ticket paid for up front.

- 7. Membership & Season Tickets fees are non-refundable or transferrable and we reserve the right to review membership & season ticket fees annually. The paying member/season ticket holder will be given at least fourteen days notice of any proposed changes and will have the right to cancel their membership using the cancellation procedure, failing which, the increase will be deemed to have been accepted. Any promotional rates will automatically revert to the standard membership prices at the end of the promotional period.
- 8. **Upgrading and downgrading** of your direct debit membership can be carried out within the venue. To downgrade you are required to complete your minimum term. To upgrade you can do this at any point.
- 9. In accordance with customer contract regulations this agreement is subject to a fourteen day cooling off period.
- 10. You may be asked to prove entitlement for membership, season ticket or discount bookings at any time and provide proof annually.
- 11. East Ayrshire Leisure Management reserves the right to refuse or withdraw membership / season tickets at any time.
- 12. Adult/Youth/Juniors Classification & Conditions:
  - a. Adults are all people aged 18 or over.
  - b. Youths are people aged 12-17 years.
  - c. Juniors are people aged 8-1 lyrs.



- d. Access to the gym and fitness classes are available to those aged 12 and over. 12-15yr olds must be accompanied by adult (18yrs+), unless they have completed our teen fit programme.
- e. An adult must accompany children under 5 years old and remain in the building / area during a Sports Coaching and Activity session.
- 13. **Personal Training / Gym Inductions / Private Swim Lessons** If you are unable to attend your booking, please cancel as early as possible. Payment will be required at the time of booking and will be non-refundable should you cancel.
- 14. **Fitness Classes / Children's Activities –** if you are unable to attend please cancel to free up a space. Payment will be required at the time of booking and will be non-refundable should you cancel.
- 15. Court, Group, Golf & Activity Bookings- As a pay as you go member, all bookings will be paid for in advance, with no cancellation option.
- 16. If you give the required 2 hours' notice we may be able to move your booking/tee off time depending on availability.
- 17. As an Active Fitness member, if you repeatedly fail to attend bookings without cancelling, you may be charged or have booking privileges withdrawn for you and anyone associated with your membership. (see our Fair Use Policy)
- 18. **Booking and activity times** include the time required to prepare and dismantle any equipment required. Please arrive in good time as our centres can be busy.
- 19. All members must adhere to the swimming pool admissions policy. Please ask at reception for details.
- 20. **Any invoices** issued by East Ayrshire Leisure must be settled within fourteen days of receipt of the invoice. Failure to meet this may result in legal action and/or affect your ability to hire facilities/equipment on future dates.
- 21. East Ayrshire Leisure do not offer refunds unless under exceptional circumstances.
- 22. **Sub-letting** is not permitted within East Ayrshire Leisure facilities.
- 23. **Memberships and Season tickets** must not share, sell, lend, or otherwise allow another person to use it. A person found to be doing so will have the membership or season ticket cancelled.
- 24. Any hirer wishing to utilise their own electrical equipment must have it PAT tested, (ask facility staff for further details).

#### **General Terms & Conditions**

- 25. Clubs/Groups must ensure they have adequate public/products insurance in place, that they are trained to coach at the relevant standard for that discipline and comply with the requirements of the Protection of Vulnerable Groups (Scotland) Act 2007 (the PVG Act).
- 26. Golf Course paying players are provided personal liability insurance for playing on the golf course.
- 27. Full terms and conditions relating to hiring a facility can be found on our website <a href="www.eastayrshireleisure.com">www.eastayrshireleisure.com</a>.
- 28. **East Ayrshire Leisure** does not accept responsibility for any loss, damage or injuries to persons participating in an activity in or on the facilities.
- 29. East Ayrshire Leisure reserves the right to amend these terms and conditions at any time.
- 30. **Facility opening hours** may vary during school holiday periods and seasons e.g. golf course. Grange Leisure Centre & St Joseph's Leisure Centre will close for a minimum of twelve public holidays per year. The Hunter Fitness Suite will close during over festive period. Please be aware of this prior to taking out a membership as no compensation is offered. Please check opening times for holiday periods on our website.
- 31. Personal Details should be kept up to date by inform us or updating them within your personal online account.

## Golf

- 32. **Guest passes** cannot be utilised to play in medal competitions and guests must be accompanied by a season ticket holder. In the event of an abuse, East Ayrshire Leisure reserves the right to cancel the guest pass.
- 33. Golf Bag tags must be displayed on bags at all time.

## Fair Use Policy for Bookings

By accepting the terms of use you agree to be bound by this policy. Please see below the terms of the fair use policy for bookings.

The fair use policy is designed to make your experience when booking activities an enjoyable one and maximise availability for all our users.

Bookings can be made up to 7 days in advance online, over the phone or in person.

#### **Members Bookings**

As a member all we ask is that you book activities considerately, by ensuring if you are looking to book a class, activity or a court that you only book them if you are able to attend.



Should something arise unexpectedly that will prevent you from attending, we would ask that you cancel the booking as soon as possible.

What will happen if I repeatedly book and do not cancel? We understand that on the odd occasion it might not be possible to cancel your booking, however if it happens repeatedly, then you may be charged or have booking privileges withdrawn for you and anyone associated with your membership.

# Pay As You Go Bookings

As a pay as you go member, all bookings will be paid for in advance, with no cancellation option. If you are looking to book online, in person or over the phone we will ask you to pay for the class, activity or court upfront with no refund available.

Should you be unable to attend one of our Fitness Classes\* or Children's Activities\* and you give the required 2 hours' notice, we may be able to move you're booking depending on availability, however we will be unable to offer a refund.

\*You can contact the venue by phone or email. If the facility is not open, please leave a message on the answering machine.

Please note this does not include any activities that are block booked.