

# Golf Le Diamant

## REGULATIONS / TERMS / CONDITIONS

### **Definitions:**

- **Club:** Le Diamant Golf Club.
- **Member:** Anyone who has purchased and paid for an annual 7 or 5 days membership fee or 20, 21, 30, or 40 games or any other type of membership.
- **Season:** The period from May 1<sup>st</sup> to October 31<sup>st</sup> of each year. (Dates may vary depending on the temperature)
- **Guest:** Any golfer who paid a daily green fee (18 holes).
- **Golfer:** Any person in a game situation on the golf course.

### **General :**

- 1) Full payment for the subscription must have been made, before a member and/or guest can use the Club's services.
- 2) For all members, their membership gives them the privilege related to their respective category for the current season only. For the 7 and 5 days member categories, no benefits and/or games can be transferred to the following season. Game members (20/21/30/40), can transfer a maximum of 5 games to the following season, provided they purchase an equal or higher category membership for the following season, free of charge. This privilege will end at the end of the 2023 season, and no deferrals will be accepted for subsequent years.

Game members will be able to share with his guests one or more of his games, for a maximum of three (3) guests per day; the member **MUST** be part of the foursome. Game members will also be able to buy additional games during the season for a minimum of five (5) at a time at the unit price of his category

- 3) Members and/or guests must abide by Golf Canada's rules as well as local regulations and guidelines issued by the club. These include, but are not limited to:
  - Reporting to the starter at least 10 minutes ahead of the tee time.
  - Notifying the Pro shop of any cancellation or modification to a reservation for you and /or your guests at least twenty-four (24) hours in advance. In case of a cancelation not reported within the above delay, and after having already received a first notice to this effect, members and/or guests will be charged the green fees corresponding to their reservation.
  - Using the Club's services in accordance with the privileges, terms and conditions that correspond to the fees they have paid for.
  - Golf Canada (Québec) annual membership fee is at member's charge and is not included in the Club's membership. Although not mandatory. It will be required for any Club activity or competition which requires an official handicap.

- 4) Members and/or guests have no say in the administration and management of the Club.
- 5) Members and/or guests must release and exonerate in advance the Club, its directors and employees from any civil liability relating to any error, action or omission that could result in damages of any kind whatsoever to them.
- 6) Members and/or guests agree to show respect, courtesy and prudence on the premises of the Club.
- 7) Each golfer is responsible for damage of any kind caused by his ball.
- 8) It is strictly forbidden to bring beer, spirits or any other alcoholic beverage from outside the Club. Management reserves the right to ask anyone to open their bag or cooler at any time to check the contents. Offenders and those who refuse to comply with such demand could be evicted from the premises and their right to play revoked without notice or refund.
- 9) The Club may terminate a membership at any time and without refund if a member fails to meet his obligations with respect to these regulations, terms and conditions.
- 10) The Club reserves the right to occasionally close or prohibit access to one or more of its facilities at its sole discretion without any recourse or compensation to members and/or guest.
- 11) The Club may modify at any time its regulations, terms and conditions without releasing the members and/or guests from their obligations.

#### **Golf carts:**

- 12) The fee for the use of a golf cart corresponds to the rental of one single seat, for one single 18-hole round of golf. The second place can be filled by another person to whom the club has rented it and the role of driver will be assigned to the first person who rents. Both seats on a cart will need to be occupied before a second golf cart is allowed in the same group. The rule also applies to a couple (member) who have subscribed to an unlimited carts membership, when one of the spouses is absent.
- 13) Only members and/or guests with a physical disability and holder of an official **DISABILITY STICKER** may apply for a BLUE flag, which allows them to get no closer than 10 yards from the greens and bunkers. When the “**CART PATH ONLY**” rule is in effect, this privilege does not apply. In case of non-compliance, see the *Disciplinary sanctions* paragraph.
- 14) Cart users must obey on-field signs directing to paths (approximately 30 yards in front of greens).The **CART PATH ONLY** rule applies on **ALL PAR 3** holes.
- 15) Any damage to the cart caused by a user’s negligence or misconduct will be charged to the latter.

### **Services:**

- 16) Each member is responsible for the locker that the Club makes available to him and agrees to keep it clean and in good condition. A deposit of 25.00\$ will be requested from each member as a guarantee for the safe return of the key. The keys must be handed over to the Club no later than October 15<sup>th</sup> of each season. The Club is not responsible for damage or loss caused by fire, theft, vandalism or other. The Club reserves the right to withdraw the privilege of using a locker from anyone who does not abide to the established rules.
- 17) Access to the bag warehouse is strictly reserved to Club staff. Members must notify the starter upon arrival, when they wish to have their bag available. The Club is not responsible for any damage or loss caused by fire, theft, vandalism or others. Members must take their bags home no later than October 15<sup>th</sup> of each season. The management of the Club reserves the right to withdraw the bag storage privilege from anyone who does not comply with the rules.

### **Illness / Injury/Death:**

- 18) A member (5 and 7 days members) who cannot start and/or complete his season for a medical reason (minimum 8 weeks) may request a membership refund by presenting a medical note. The refund will be proportional to the number of weeks elapsed and/or to come in the season. For this calculation, our seasons are based on 24 weeks. The refund amount will be reduced by \$200.00 (plus taxes) to cover the Club's charges. No compensation will be made for a short-term injury and/or illness in the course of the season.
- 19) A 20/21/30/40 game member, unable to complete his season for a medical reason, may request a refund by presenting a medical note. Games that have not been played will be refunded at unit cost. The member may also choose to transfer such games to the following season if he purchases an equal or higher category membership. In both cases, a \$100.00 fee (plus taxes) will be charged to this member.
- 20) Please note that, in both cases (Paragraphs 18 and 19), no refund will be issued if a request, even if supported by a medical note, is submitted after September 15<sup>th</sup> of the current season.
- 21) In the event of death, no membership refund or transfer to a third party will be applicable

### **Closure of the course in case of rain or other:**

- 22) There will be no refund for all members in case of rain, and or course closure due to unforeseen situations.
- 23) For Guests, only if the course is declared closed by the administration, a credit equivalent to the number of holes to be played according to your invoice will be issued, applicable to your next visit. (Ex: 6 holes played, a credit of 12/18 of the amount paid will be issued.). There will be no credit issued when guests have been on the course for more than three and a half(3½) hours,

### **Rules and etiquette:**

- 24) The maximum playing time allowed for a round of golf is 4 hours 30 minutes.
- 25) You must follow the group in front of you at all times while maintaining a safe distance.
- 26) The player assistant (marshal) is authorized to withdraw the right to play from any golfer or group of golfers who unduly delay play.
- 27) No person or the equipment of any person who has not paid the fee for the golf cart shall be boarded on the cart, except in an emergency.
- 28) Bunkers: Before leaving a bunker the golfer must carefully fill all the holes, level the footprints and place the rake outside the bunker.
- 29) Lawn repair on the course: Every golfer must firmly replace any divot. On the greens, any ball marks must be repaired.

### **Dress code :**

- 30) Jeans, regardless of color, as well as fabrics that traditionally resemble jeans, are prohibited at all times on the course.
- 31) All cotton exercise pants and beachwear are prohibited at all times.

### **Disciplinary sanctions :**

- 32) 1<sup>st</sup> offence: Notice (written or verbal)
- 33) 2<sup>nd</sup> offence : 7 day suspension
- 34) 3<sup>rd</sup> offence: 30 day suspension
- 35) 4<sup>th</sup> offence : Eviction from the Club