



# ATLANTIC BEACH LINKS

## **RULES** OF THE ATLANTIC BEACH LINKS

1 April 2020



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# CLUB RULES

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It is hoped that all members (“Members”) of the Atlantic Beach Links Club (“the Club”) and their guests (“Guests”) will embrace these rules (“the Rules”) freely and voluntarily, with a view towards promoting a spirit of goodwill upon which the Club is founded.

The Rules governing behaviour of Members, their Guests and any visitors to the Club (collectively referred to herein as “Users”) in the Club’s club house (“Club House”) , the Club’s facilities, including the leisure centre, fitness centre, driving range, swimming pool, tennis courts and related facilities (“Club Facilities”)and on the golf course (“Course”) are as follows:

## 1. COURTESY

Users must respect the Club, Course, Club House and the Club Facilities so that they may be enjoyed by the next person.

## 2. ESTATE

- 2.1. The privacy and comfort of residents (“Residents”) of the Atlantic Beach Golf Estate (“Estate”) must be respected at all times. Users are strictly prohibited from entering private homes and gardens on the Estate. Users who do not adhere to this Rule may be asked to leave the Course/Estate and their names shall be submitted to the Links Committee (“Links Committee”) for the determination of appropriate action.
- 2.2. Speed limits on the Estate are to be observed at all times. The applicable speed limit on all roads on the Estate is 35km/h.

## 3. GOLF COURSE

- 3.1. Users who make use of the Course (“Golfers”) shall maintain and improve the conditions of the Course by inter alia replacing divots, repairing ball marks, raking bunkers and picking up and properly disposing of trash or debris left on the Course. The intention of Golfers should at all times be to leave the Course better than they found it.
- 3.2. Access is prohibited onto the Course unless you have a confirmed tee time on the day and have reported to the starter marshal.
- 3.3. Persons entering the Course do so at their own risk.
- 3.4. No golf carts are allowed on the Course, except for use by Golfers and in accordance with these Rules.



- 3.5. Commuting to the Club House and/or other facilities must be done via the Estate roads.
- 3.6. Golfers must keep the Course clean, keep trash on the cart and discard in the trash bins provided.
- 3.7. All Golfers must check in at the Pro Shop at least 20 minutes prior to booked and confirmed tee off time and report to the starter marshal at least 10 minutes prior to tee off time.
- 3.8. Golf balls that land in the Fynbos will become the property of the Club and may not be picked up or retrieved at any time. Failure to comply with this rule will result in legal action being taken against the offender and the offender shall be reported to the Links Committee for the determination of appropriate action.
- 3.9. Given the fire risk posed by the discarding of cigarette butts, smoking on the Course is strictly prohibited.

#### **4. WALKING, RUNNING AND CYCLING ON THE COURSE**

- 4.1 Unless with authorisation from the manager of the Club ("the Manager"), walking, running and cycling on the Course is only permitted during the following times, and is restricted to the golf cart paths only and is not permitted on the Golf Greens at any time:

Summer: Oct.-Mar. before 07h00 - after 19h00

Winter: Apr.-Sep. before 08h00 - after 18h00

- 4.1. Only dogs under control (on leashes) are allowed with walkers, runners or cyclists (on the cart paths only) during the above times.

#### **5. LEISURE CENTRE**

- 5.1 The Driving Range is for the exclusive use of the Residents and Members of the Club and guests. Practice balls are available from the Leisure Centre Reception.
- 5.2 Children under the age of 15 must be supervised when visiting the Leisure Centre and Driving Range.
- 5.3 Children under the age of 15 must have adult supervision around the swimming pool area.
- 5.4 Children under the age of 15 are not allowed to use the fitness centre (gym) without parental supervision.



- 5.5 The fitness centre (gym) is strictly for use by Residents and Members only.
- 5.6 Suitable shoes and clothing are required to be worn for the use of the tennis courts and the fitness centre (gym).
- 5.7 Guests of Residents and Members are welcome to use the leisure centre facilities (excluding fitness centre) at no cost, but must be accompanied by the Resident / Member.
- 5.8 Residents/Members must inform the leisure centre team of any Guests wishing to use the leisure centre facilities (accompanied by the Resident/Member), prior to their arrival.
- 5.9 Members must provide their own towels for swimming, shower and gym usage.
- 5.10 Anybody found vandalizing leisure centre equipment or property will be asked to leave the premises and shall be reported to the Links Committee for determination of the appropriate action.
- 5.11 No pets are allowed at the leisure centre unless with authorisation from Management.
- 5.12 No alcohol is allowed to be brought into the leisure centre by Members or their Guests.
- 5.13 No smoking or use of e-cigarettes is allowed in and around the pool area, except for allocated smoking areas.
- 5.14 In order to make use of the outdoor braai or any other facility at the leisure centre, a booking must be made with the leisure centre staff prior to arriving. Use of the braai and other facilities will be on a first come first served basis when booking times with the Leisure Centre staff.
- 5.15 Operating hours of the leisure centre are:  
  
MONDAY to FRIDAY: 6:00am to 8:00pm  
SATURDAY/SUNDAY: 7:00am to 8:00pm

## **6. CLUB HOUSE**

- 6.1. No pets are permitted in the Club House unless with authorisation from the Manager.
- 6.2. The hours of operation of the various Club House facilities will be as posted on the notice boards from time to time.



- 6.3. Users are required to observe a proper decorum in all parts of the Club House and its facilities. Any User conducting himself in an unbecoming manner may be requested to leave the Club House, which determination shall be made in the Club's sole and absolute discretion, and shall be reported to the Links Committee for determination of such action as may be deemed appropriate.
- 6.4. A Member who chooses to make use of the prepaid facilities at the Club House must, upon purchase of any item, sign a docket with the Member's name and membership account number. Members are responsible for their charges and those of their guests and the use of the pre-paid facilities shall only be made available to Members to the exclusion of guests and visitors. In the event that the Member fails to sign any such docket, a member of the Club's staff may do so on the Member's behalf, provided that the Member shall be entitled to report unauthorised charges to the Manager for credit.
- 6.5. No notice may be posted on the notice boards or in or about the Club House, unless approved by the Manager.
- 6.6. No User may bring food or beverages on to the Club House premises for consumption. The Club reserves the right to confiscate any such food or beverages.
- 6.7. Children under the age of 18 years are not permitted in the bar areas at the Club House at any time unless accompanied by an adult. No alcoholic beverage will be served to children under the age of 18 years. The Club reserves the right to request proof of identification from any person and may refuse to serve a person if such identification is not presented.
- 6.8. Members and their Guests are requested to treat the staff of the Club with respect and to obey their instructions at all times.

## **7. RIGHT OF ADMISSION RESERVED**

The Club reserves the right to refuse admission by any person to the Club House, Club Facilities or the Course, or may request the removal of such person from the aforesaid areas, should the Club deem it necessary to do so in the interests of the Club and the Users, provided that the Club shall not be entitled to refuse admission on an unfair and discriminatory ground or in an otherwise unlawful manner.



## 8. CONDUCT GUIDELINES

- 8.1. Any conduct that is deemed detrimental to the Club will not be tolerated. Such conduct includes but is not limited to the following:
- 8.1.1. not adhering to the appropriate dress code;
  - 8.1.2. abusive language or profanity;
  - 8.1.3. damage or abuse of host facility/ property or Course;
  - 8.1.4. disrespect for other individuals;
  - 8.1.5. bringing the Club and / or its name into disrepute;
  - 8.1.6. threatening the order, unity and sustainability of the Club;
  - 8.1.7. consistently acting in a manner that diminishes the enjoyment of other Users (nuisance factor);
  - 8.1.8. misrepresentation of the Club on and off the field of play;
  - 8.1.9. abuse and / or racial or discriminatory remarks to the employees or Users ; and
  - 8.1.10. persistent failure to adhere to the Rules or any material breach of the Rules.
- 8.2. Should any of the aforesaid conduct take place, the relevant User or other person may be requested to leave the Course, Club House or Club Facilities, whichever is applicable, and shall be reported to the Links Committee to determine an appropriate course of action.

## 9. RESERVATION OF TEE-OFF TIMES

- 9.1. Please take note of the following terms and conditions that are applicable to Users in respect of reservation of tee times:
- 9.1.1. Credit card details are required to secure User bookings.
  - 9.1.2. Cancellations will be accepted up to 24 hours prior to tee-off time with no penalty. Failure to cancel as aforesaid, will result in green fees being charged to those Users.



- 9.1.3. Cancellations will not be accepted as legitimate when left on the Club's voicemail or with the switchboard. It is the duty of the User to ensure that the cancellation has been recorded by the Club prior to the cut-off time.
- 9.1.4. Cancellation and no-show charges would need to be settled in cash or by credit card by the User(s).
- 9.1.5. All names of the Users who have booked a tee time must be provided to the Club and confirmed at least 2 days prior to the tee off time.
- 9.1.6. The first name on the time sheet in a round of play is responsible for the Users in their group reporting to the tee ten minutes prior to their tee-off time and ensuring that their group keeps up with the Golfers ahead. The User first named shall accordingly be the User to whom the Club shall communicate should there be any breach of these Rules by such User or a member of the same group of Golfers.

## **10. SPEED OF PLAY**

- 10.1. Golfers must endeavour at all times to keep up with the Golfers in front of them.
- 10.2. Golfers must, where appropriate, allow other Golfers to play at their own pace by, inter alia, waving the following group through when searching for lost balls or the game being delayed for any other reason.
- 10.3. course marshals are there to control slow play and Golfers must adhere to their requests.
- 10.4. Abuse of course marshals and starter marshals will not be tolerated.
- 10.5. If a group of Golfers playing together falls a hole behind they will be warned by the course marshal and upon a second warning, a 2 Stroke penalty may be imposed while playing competition or they may be requested to leave the Course in any other circumstances.
- 10.6. While playing in a competition round, a Golfer must pick up his / her ball when they can no longer score, unless the format of play is medal.





## 11. CELL PHONES

- 11.1. Out of courtesy to the fellow Golfers, cell phones should not be used on the Course. (Exception is made for Users of the Medical profession).
- 11.2. When using cell phones in and around the Club House and Club Facilities, it should be done in a discreet manner and cell phones should be kept on silent

## 12. COMPETITIONS

- 12.1. Scorecards must be handed in at the Pro Shop directly after the completion of play.
- 12.2. Competition scorecards must be correctly completed and signed by both Golfer and marker, otherwise the Golfer will be disqualified.
- 12.3. In the event of a tie, a count out will take place to determine the winner in the following manner: Best last 9 holes, best last 6 holes, best last 3 holes, best in last hole and then from 18 backwards until a winner is determined.

## 13. GOLF CARTS

- 13.1. The Club reserves the right to permit or refuse the use of motorised golf carts on the Course.
- 13.2. Application to use an approved and recognised golf cart by a Member must be made to the Manager or Golf Director.
- 13.3. The use of private golf carts by visitors to the Club shall not be permitted.
- 13.4. Owner Members, as defined in the Club Constitution, will be permitted to use their own recognised private golf carts, subject to the registration of such golf carts with the Manager or Golf Director and payment of the applicable trail fees. Each Owner Member will be required to sign an agreement with the Club, upon registration of such cart, indicating that he /she agrees to abide by the regulations governing the use of such carts, as set out below and as further determined by the Club from time to time.
- 13.5. The following rules shall apply to the use of golf carts on the Course:
  - 13.5.1. golf carts may only be operated or driven by persons in possession of a valid driving licence;
  - 13.5.2. no golf carts will be permitted on the Course other than for the purpose of playing golf;



- 13.5.3. no more than two persons will be allowed on a golf cart on the Course at any time irrespective of the carrying capacity of the golf cart;
  - 13.5.4. the drivers of golf carts shall at all times use the cart paths and obey the signage on and around the Course and refrain from driving in areas which are not suitable for the use of golf carts; and
  - 13.5.5. golf carts may only be parked at or near the Club House in areas demarcated for that purpose.
- 13.6. Neither the Atlantic Beach Homeowners' Association nor the Club accept any liability or responsibility whatsoever for any loss, damage or injury, arising from the use of golf carts on the Estate or on the Course and they are used entirely at the risk of the owner of such golf cart and the driver.

## 14. COMPLAINTS

- 14.1. Complaints of a disciplinary nature between Members are to be made in writing to the Manager or Director of Golf who will refer them to the Links and/or disciplinary committee to be addressed in accordance with the process set out in the Constitution. Complainants and the person reported by such complainant may be asked to present themselves to a meeting of the disciplinary committee. In addition, the disciplinary committee may summon any User for a breach of the Rules, the Constitution of the Club or any regulations or additional rules or regulations issued by the Club from time to time, whether or not a complaint has been laid by a fellow User. Such breaches can include, but shall not be limited to, improper dress, foul language, drunkenness, and misbehaviour on the Course, abuse to staff and / or course marshals and persistent slow play.

## 15. DRESS REQUIREMENTS

- 15.1. The Club's dress requirements aim to fit in to a residential estate as opposed to a traditional Golf Club. Users are requested to be neat and presentable in their appearance at all times. The enjoyment of the Club Facilities, Club House and Course and the ambiance of the Club are of paramount importance to the Users and the Club. The Club reserves the right to decide what dress code is appropriate or not. The dress requirement applies to all Users & children who are 10 years and older.
- 15.2. All dress requirements are subject to the Club's discretion.



## 16. DEFINITION OF A MEMBER IN GOOD STANDING

- 16.1. A Member in good standing shall be defined as follows:
- 16.1.1. Must have his/her annual subscription fees fully paid up on time as directed by the Management;
  - 16.1.2. A Member must not owe the Club any green fees or fines or any other amount for more than 7 days at any given time;
  - 16.1.3. A Member must adhere to the Rules and the conduct requirements of the Club.
- 16.2. Any Member who fails to pay any monies owed to the Club and remains in breach for a period of 7 days after the due date for such payment shall not be allowed to make use of any of the Club's facilities until such time that the outstanding fees have been paid (except where appropriate payment arrangements have been made with the Club Treasurer). The aforesaid may jeopardise his/her membership being in good standing status.

## 17. HANDICAPS

- 17.1. All Members must ensure that they are aware of the methods of "adjusting" their score at each hole where more than par is scored. A User transferring from another club may bring his / her last 12 scores across with him (the aforesaid must be accompanied by a letter from the previous club).
- 17.2. Handicapped Members who, through illness, incapacity, travelling, relocation etc have not been playing golf for an extended period of time may apply to the Committee for a review upwards of their existing handicap.
- 17.3. The Links Committee always reserves the right to adjust handicaps of individual Members if, in its opinion, the Member's standard of play is not in line with the handicap recorded in respect of such Member.
- 17.4. All rounds of golf in South Africa must be recorded by the Member. Away games should be recorded either through the Handicap terminal at the course played, or otherwise recorded at the Club's computer as soon as possible.
- 17.5. Only scorecards with the markers signature will be accepted by the Club's staff for competitions to enter scores.



## 18. CHEATING

Users shall subscribe to the highest standards of honesty and integrity. Cheating of any kind will not be tolerated and will result in disciplinary action being taken against such User. Members are encouraged at all times to discourage and report any contraventions and non-compliance to the Manager or Director of Golf.

## 19. GUESTS

Members are responsible for their Guests and visitors and their Guests' and visitors' behaviour at all times.

## 20. LOCAL RULES

Local rules can be found at the back of the score card and the Rules posted on the notice board.

## 21. DRIVING RANGE

The driving range is available on a first come first served basis. The Rules set out herein apply mutatis mutandis to use of the driving range, where applicable.

## 22. LIABILITY

- 22.1. Any golf clubs and/or personal belongings left in the locker rooms, at the golf shop or anywhere on the Club premises by Users are done so entirely at the Users' risk.
- 22.2. No User shall have any right to claim compensation from the Club for any injury to their person or damage to or loss of property sustained on the Club premises from any cause whatsoever.
- 22.3. Users indemnify and hold the Club harmless against any loss, damage, claim, cost or expense ("Loss") arising from the User's use of the Club Facilities, Club House and Course and / or their conduct in and around such facilities, whether such liability is in respect of a third party, the Member, the Guest, a visitor or the Club, and the relevant User shall make payment to the Club on first written demand.

## 23. REVIEW AND AMENDMENT OF RULES

The Management Committee reserves the right to amend or add to these Rules at any time and from time to time and notice of such amendments shall be furnished to the Members. The Users are responsible for ensuring that they review and understand the Rules and any amendment thereto.