



COTTRELL RESORT



MEMBERSHIP APPLICATION FORM 2024

NEW MEMBER'S DETAILS

Title:		Addr Line 1:	
First Name:		Addr Line 2:	
Last Name:		Addr Line 3:	
Tel No (Home):		Town:	
Tel No (Mob):		Postcode:	
Gender:		Email Address:	
Date of Birth:		Occupation:	
Experienced Golfer	YES	NO	Previous Club

PLEASE SELECT MEMBERSHIP CATEGORY

We will use the information given on this form to allow us to fulfil our contractual obligation to you as a Member of The Resort.
Where applicable information will be passed to Cottrell Park Members' Association (CPMA) who administer your Membership of The Club.

MEMBERSHIP CATEGORY DESCRIPTION		MONTHLY *	ANNUALLY
7 DAY FULL MEMBERSHIP: Full Playing Membership of The Resort for one adult 7 days a week (free use of simulators). Subject to availability, the right to play the courses any day of the week with up to 3 paying guests per game and use of the Clubhouse facilities.		£90.29 <input type="checkbox"/> *	£985 <input type="checkbox"/>
5 DAY MIDWEEK MEMBERSHIP: Midweek Playing Membership of The Resort for one adult and (free use of the simulators) as per their membership category. Subject to availability, the right to play the courses Monday to Friday (inclusive) with up to 3 paying guests per game and use of the Clubhouse facilities.		£66.92 <input type="checkbox"/> *	£730 <input type="checkbox"/>
FLEXIBLE MEMBERSHIP: Pay as You Play Membership of The Resort for one adult. Subject to availability and upon payment of a flexible Green Fee, the right to play the courses any day of the week with up to 3 paying guests (at standard guest rate) per game and use of the Clubhouse facilities. Use of the simulators will be payable at a guest rate.		N/A	£270 <input type="checkbox"/>
INTERMEDIATE MEMBERSHIP: Full Playing Membership of The Resort for one adult (free use of simulators) from 25 years old to 29 years old at the start of their Membership Year. Subject to availability, the right to play the courses any day of the week with up to 3 paying guests per game and use of the Clubhouse facilities.		N/A	£475 <input type="checkbox"/>
YOUTH MEMBERSHIP: Full Playing Membership of The Resort for one Youth (free use of simulators) from 17 years old to 24 years old at the start of their Membership Year. Subject to availability, the right to play the courses any day of the week with up to 3 paying guests per game and use of the Clubhouse facilities.		N/A	£320 <input type="checkbox"/>
JUNIOR MEMBERSHIP: Full Playing Membership of The Resort for one juvenile (free use of simulators) between the age of 8 and 16 years old at the start of their Membership Year. Subject to availability, the right to play the courses any day of the week with up to 3 paying guests per game and use of the Clubhouse facilities. Specific Terms and Conditions: (i) this Membership category is free to juveniles who have a parent or guardian that is also a playing Member of The Resort and (ii) juveniles under the age of 12 years old must always be accompanied by an adult Member of The Resort or have prior approval from the resident professional golfer.		N/A	£105 <input type="checkbox"/>
Administration Fee Charge on Monthly DD Option: Enter £100 in BOX A*			A
Enter the relevant subscription Amount in BOX B. First Months Direct Debit payable in advance.			B
Enter the amount the Club is obliged to collect on behalf of the CPMA in BOX C	Female (Over 18 yrs.) £25.75		C
	Male (Over 18 yrs.) £26.75		
	Junior (Under 18 yrs.) £6.75		
Calculate the following BOX A + BOX B + BOX C and enter the result in BOX D PLEASE ENCLOSE THE AMOUNT IN BOX D WITH YOUR APPLICATION			D
If You Have Selected to Pay by Monthly Instalments, Please Complete and Return the Direct Debit Mandate with The Application Form			
I Confirm That I Have Read Cottrell Resort's Terms & Conditions of Membership and Agree to Abide By Them			
Signed: <small>Parent/Guardian to sign for Children under 18yrs old</small>		Print Name:	Date:
We would like to send you details of our offers and events. Please tick this box to receive information <input type="checkbox"/>			

COTTRELL RESORT

THE TERMS & CONDITIONS OF MEMBERSHIP OF COTTRELL RESORT (2021 REVISION)

1.0 DEFINITIONS

For purposes of this Agreement the following terms shall have the following meanings:

- 1.1 The Resort: The golf courses paths woodlands and all facilities at Cottrell Resort St Nicholas Cardiff CF5 6SJ.
- 1.2 The Company: Cottrell Park Ltd being the operator and owner of a golf and leisure business carried out at The Resort.
- 1.3 The Club: Cottrell Park Members' Association being a body of persons elected from and by Resort Members and whose principal responsibilities are (i) arranging golf matches and competitions (ii) maintaining a golfing handicapping system and (iii) the interpretation and implementation of Rules of Golf. The Club is a separate legal entity to The Resort.
- 1.4 Resort Member: An individual who has paid an Annual Subscription to The Company for the right to use The Resort.
- 1.5 Club Member: An individual who has paid a membership fee to The Club.
- 1.6 Membership Category: The Resort Member's selected membership type which conveys particular rights and restrictions of use of The Resort.
- 1.7 Identification Card: A unique card issued to each Resort Member.
- 1.8 Membership Year: Commencement date that the Resort Member joined and signed the terms & conditions.
- 1.9 Annual Subscription: The amount to be paid by the Resort Member for the Membership Category they have chosen.
- 1.10 End Date: The date the Resort Member's membership of The Resort ends.

2.0 OPERATION AND CONTROL OF THE RESORT

- 2.1 The Company shall manage and control The Resort and shall have the sole power to accept Resort Members.
- 2.2 The Company may at its sole and absolute discretion create or revoke or vary (i) these Terms and Conditions (ii) Membership Categories and (iii) such Rules and Bylaws as it considers necessary or desirable.
- 2.3 The Company will determine the amount of Annual Subscription and any Other Charges it considers necessary at its sole and absolute discretion for each Resort Membership Category.
- 2.4 The Company may at its sole and absolute discretion restrict the Resort Member's use of The Resort or any part thereof for any period and for any reason or purpose as it considers necessary or desirable including but not limited to hosting golf tournaments other events and for health and safety reasons.
- 2.5 The Company reserves the right to allow any person(s) or group(s) the use of any part or all of The Resort for any purpose and upon such terms and conditions as it determines at its sole and absolute discretion.
- 2.6 The Company reserves the right to take a photograph of the Resort Member for the purpose of their identification Card.
- 2.7 These Terms and Conditions shall be the only Terms and Conditions that are applicable to membership of The Resort and The Constitution, and Rules of The Club expressly do not form any part of the Terms and Conditions of Membership of The Resort.
- 2.8 These Terms and Conditions supersede all prior Terms and Conditions whether written or oral.

3.0 MEMBERSHIP OF THE GOLF RESORT

- 3.1 Membership of The Resort is a revocable licence to use The Resort's facilities and it does not bestow upon the Resort Member any equity or ownership rights.
- 3.2 The Resort Member does not have any financial interest in the income of The Resort or of The Company.
- 3.3 The Resort Membership may not be assigned or transferred in any way by the Resort Member.
- 3.4 The Resort Member's rights of use of The Resort are those of the Membership Category selected by the Resort Member.
- 3.5 Accepting Membership means that the Resort Member fully accepts these Terms and Conditions together with the Bylaws Policies and Rules of The Resort and always agrees to abide by them.
- 3.6 The Resort Member may upgrade their Membership Category at any time during their Membership Year. Please note that this change in category will supersede the previous terms and conditions with a new Annual Membership start date on the day of upgrade.
- 3.7 The Resort Member may downgrade their Membership Category at the commencement of their Membership Year.
- 3.8 **Membership of The Resort may be ended by the Resort Member or by The Company (i) in the first month of the Membership Year by giving written notice or (ii) by giving six months' written notice.**
- 3.9 The Resort Member consents to the use of personal information for the administration of membership and operation of The Resort.

4.0 MEMBERSHIP OF THE CLUB

- 4.1 The appropriate fees are Wales Golf Subscription, Glamorgan County Fee & Club Levy.
- 4.2 The Club (definition 1.3) is affiliated to Wales Golf and has the authority to issue Council of National Golf Unions (CONGU®) Golf Handicaps to Club Members.

5.0 ANNUAL SUBSCRIPTIONS

- 5.1 By paying the Annual Subscription the Resort Member is deemed to have done so in full knowledge and acceptance of these Terms and Conditions.
- 5.2 The Annual Subscription is due on or before the first day of each Membership Year or subject to The Company's sole discretion they may be paid by 12 monthly payments collected by Direct Debit. Collection is on the first day of every month at an amount determined by The Company.
- 5.3 The Annual Subscription does not include any equipment hire or any other services.
- 5.4 The Annual Subscription is not refundable to the Resort Member should any part of The Resort's facilities be closed for whatever reason.
- 5.5 Any Annual Subscription due on and including the End Date shall be paid to The Company within 14 days.
- 5.6 The Annual Subscription is reviewed by 1st December in preparation for the following year.

6.0 MEMBERSHIP CARDS

- 6.1 Upon joining The Resort an Identity Card will be issued to the Resort Member and it must be shown if asked when the Resort Member is on the golf course(s). It must be shown as proof of your membership when using the bar of for any purchases made in the pro-shop if requested by a member of staff, in order to implement your member's discount.
- 6.2 The Identity Card is non-transferable and may not be used by anyone other than the Resort Member to whom they have been issued.

7.0 MEMBER'S GUESTS

- 7.1 The Resort Member may invite guests to accompany him/her during the Resort Member's use of The Resort in accordance with the rights set out in the Resort Member's selected Membership Category and the Resort Member shall be responsible for their guest's conduct at The Resort.

8.0 DRESS CODE AND CONDUCT

- 8.1 The Resort Member and their guests must dress appropriately, and the guiding principles are (i) on the golf courses the dress code is "smart golf attire" and (ii) in the Clubhouse the dress code is "smart casual attire".
- 8.2 The Resort Member and their guests must not (i) engage in offensive or rude or indecent conduct (ii) bring the name of The Resort or The Company into disrepute (iii) allow another person to use their Membership Card (iv) wilfully or maliciously cause damage to The Resort's property (v) remove or misuse The Resort's property (vi) carry out an action that is likely to endanger himself/herself or others (vii) carry out any act that maybe injurious to The Resort or The Company (viii) deface entry forms or notices or signage (ix) violate the Bylaws Policies or Rules of The Resort.
- 8.3 Resort Members and their guests must register their arrival at the Golf Reception or Starters Hut before using The Resort.

9.0 INSURANCE

- 9.1 The Resort Members and their guests are advised that the sport of golf is potentially hazardous. **The Company strongly advises the Resort Members and their guests to hold appropriate personal insurance cover.**
- 9.2 **The Company strongly advise that Resort Members hold appropriate insurance for loss of employment, illness or for any other instance, the Resort cannot guarantee to suspend or refund subscriptions due to any of the above.**

10.0 ACCIDENT REPORTING

- 10.1 The Resort Member and their guests must report all accidents and "near misses" to a member of staff at the Golf Reception who will record the incident in the Accident Report Book.

11.0 FORMAL DISCIPLINARY PROCEDURE

- 11.1 The Formal Disciplinary Procedure may commence if the Resort Member violates these Terms and Conditions or upon The Company receiving a written complaint against the Resort Member and The Company reserves the right to decide whether disciplinary action is required.
- 11.2 Upon the commencement of the Formal Disciplinary Procedure the General Manager or other person nominated by the Managing Director of The Company shall (i) forward a copy of the complaint to the Resort Member and request a written response within 7 days and (ii) undertake any further investigation as he/she sees fit.
- 11.3 At any stage during the Formal Disciplinary Procedure a Resort Member's Membership rights may be suspended in full or in part this does not mean that the Resort Member has been found or will be found guilty of a violation of these Terms and Conditions or of the complaint against him/her.
- 11.4 A Formal Disciplinary Hearing will be held by the General Manager or other person nominated by the General Manager and the Resort Member will be given the opportunity to attend the Hearing and may be accompanied by a friend and the Resort Member will be given the right to respond to the allegation(s) made against him/her.
- 11.5 Within 14 days of the Formal Disciplinary Hearing a notification of the decision with appropriate reasons shall be issued in writing to the Resort Member by The Company including any sanctions to be taken and such sanctions may include (i) immediate termination of all membership rights or (ii) suspension of membership rights in full or in part for a stated length of time.

12.0 FORMAL DISCIPLINARY APPEAL PROCEDURE

- 12.1 The Resort Member may appeal the decision of the Formal Disciplinary Hearing by writing to the Managing Director of The Company within 7 days of receiving the notification of the decision.
- 12.2 A Formal Disciplinary Appeal will be held by the Managing Director or other person nominated by the Managing Director and the Resort Member will be given the opportunity to attend the Hearing and may be accompanied by a friend and the Resort Member will be given the right to respond to the allegation(s) made against him/her.
- 12.3 Within 14 days of the Formal Disciplinary Appeal Hearing a notification of the decision with appropriate reasons shall be issued in writing to the Resort Member by The Company and such decision shall be final.

13.0 PETS

- 13.1 Except for Guide Dogs, pets are allowed only at the discretion of The Company.

14.0 DISCLAIMER

- 14.1 The Resort Member and their guests are advised that the sport of golf is potentially hazardous and that their participation is solely at their own risk.
- 14.2 The Resort Member and their guests are advised that the golf course(s) and surrounding areas are a natural environment with woodlands and ponds and that paths will undulate and that there will be unexpected conditions under foot and consequently The Company cannot be held liable for any injury caused by slips trips or falls or any other such incident whilst at The Resort.
- 14.3 The Resort Member and their guests confirm that they are medically and physically fit before using any of The Resort's facilities.
- 14.4 Neither The Company nor its agents or servants shall be held responsible for any personal injury or illness or death or loss or consequential loss nor damage suffered by the Resort Member and their guests of whatever nature or howsoever caused at The Resort.
- 14.5 Neither The Company nor its agents or servants shall be held responsible for any act of whatever nature or howsoever caused by the Resort Member and their guests.
- 14.6 Neither The Company nor its agents or servants shall be responsible for the Resort Member and their guests personal belongings including but not limited to golf equipment and other property brought onto The Resort's premises or grounds including all vehicles motor bikes bicycles and other forms of transport that are parked or left at The Resort's car parks and all contents therein are left at the Resort Member and their guests risk and The Company will not accept any liability for loss or damage in respect thereof.

15.0 DISPUTES

- 15.1 In any dispute between The Company and the Resort Member The Company's decision shall be final.

16.0 GOVERNING LAW AND JURISDICTION

- 16.1 These Terms and Conditions shall be governed and construed in accordance with the laws of England and Wales.

17.0 GENERAL

- 17.1 If any provision of these Terms and Conditions is found to be invalid by any Court having competent jurisdiction then the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions which shall remain in full force and effect
- 17.2 A failure by either the Resort Member or The Company to exercise any right or remedy under these Terms and Conditions does not constitute a waiver of that right or remedy.