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KAMLOOPS GOLF & COUNTRY CLUB LTD. (KG&CC)

CLUB RULES & GUIDELINES

REVISED and APPROVED BY BOARD OF DIRECTORS FEBRUARY 12, 2020

1. INTRODUCTION

1.1 The following rules may be cited as the Rules of the Kamloops Golf & Country Ltd. (“KG&CC”) and shall apply to the operation of KG&CC, its members, users and guests.

2. TYPES OF MEMBERSHIP AVAILABLE FROM KG&CC

2.1 The following memberships shall be available from KG&CC for both shareholders and non-shareholders:

2.2 **Full play** - is a membership for an adult person or corporation with no tee time restriction and includes a driving range pass and a locker, if available.

2.3 **Weekday** - is a membership for an adult person with play limited to Monday through Friday, inclusive, excluding statutory holidays. A limited play member may play on days other than those permitted by this membership upon paying an applicable green fee plus tax as determined by the Board of Directors.

2.4 **Twilight** – is a membership for an adult member with play limited to any day after 1pm. Play is permitted before 1:00 pm by payment of an applicable green fee plus tax as determined by the Board of Directors.

2.5 **Spousal Couple** - is a membership for a husband and wife or two spouses in a marriage like relationship as contemplated by section 3(b)(i) of the Family Law Act (British Columbia) where each spouse purchases an adult membership in the same year in which case each spouse will be given a discount of 5% off the dues to be paid.

2.6 **Intermediate I** - is a membership for an adult person who is of the age of 19 to 25 years of age as of January 1 of the current year with no tee time restriction.

2.7 **Intermediate II** - is a membership for an adult person who is of the age of 26 to 32 years of age as of January 1 of the current year with no tee time restriction.

2.8 **Intermediate III** - is a membership for an adult person who is of the age of 33 to 39 years of age as of January 1 of the current year with no tee time restriction

2.9 **Junior** - is a membership for a person who is 18 years of age or under as of January 1st of the current year. Play any time Monday to Friday inclusive but not including statutory holidays, play Saturday, Sunday and statutory holidays after 12:00 noon. - Permitted to play before noon on Saturday, Sunday and statutory holidays when accompanied by an adult and pays an applicable green fee plus tax as determined by the Board of Directors.

2.10 **Social Membership** - Is a membership for an adult person that allows golf at a reduced rate plus the benefits of being a member.

The following benefits are included with the Social Membership:

- Access to the members' lottery system for tee times
- Golf 9 or 18 holes anytime by paying the applicable green fee plus tax as determined by the Board of Directors.
- Can purchase Golf Canada handicap \$45
- Guest rate green fees for non-members

- 15% Member discount in pro shop (accessories, clothing, footwear only)
- Ability to have a club locker and golf club storage subject to availability and applicable fees
- Member pricing on power carts
- Access to member only events
- Opportunity to have member charging privileges

2.11 All adult memberships include a Junior Membership

2.12 Shareholders receive a 5% discount on their dues. Not available for Players Card holders.

2.13 Each membership is subject to sections 18 and 19. Play in each category is subject to availability of a tee time.

2.14 Membership identification bag tags will be issued to all members.

3. ANNUAL DUES

3.1 **Annual dues** for each respective membership shall be determined by the Board of Directors each year.

3.2 A **Six-Month Payment Plan** is available to all members. The first payment is due on November 15th and the final payment is due on April 15.

3.3 Annual dues must be paid before commencing play at the beginning of the season. A person who has not paid his or her annual dues may not play golf on the KG&CC course unless the person pays the green fee in effect at such time, without the right to a refund or credit when that person does pay his or her annual dues.

3.4 Vacant

4. PLAYERS CARD

4.1 A **Players Card** is not a membership but offers card holders unlimited access to discounted golf for the entire season. The cost of the card is set by the Board of Directors. Included with the purchase of the Players Card is your first 18-hole round of golf (cannot be split into two 9-hole rounds). The reduced 9- and 18-hole green fee rates are set by the Board of Directors.

Other benefits include:

- 15% discount in pro shop on soft goods (accessories, clothing etc.)
- Option to keep a Golf Canada Handicap for an additional \$45
- 5-day advance booking on tee times (after lottery is processed unless playing with a club member)
- 1 unlimited advance booking during the golf season

5. CREDIT PRIVILEGES (CHARGE ACCOUNTS)

5.1 Members may apply for credit privileges, i.e. charge accounts. The following conditions will apply to all charge accounts:

- Credit privileges will only be granted with a valid Credit Card number on file.
- Accounts are due and payable by the end of the month the charges were incurred.
- At the end of each month any outstanding balance will be charged to the credit card on file.
- A member with an account that is not paid within 60 days of the statement date will have their credit, clubhouse and golf privileges suspended until the account is paid in full.
- A suspended charge account will only be reinstated with authorization of the Board of Directors.

6. MEDICAL CREDITS

6.1 **Illness and/or Injury** - A fully paid up shareholder (member) who becomes ill and/or injured and cannot play golf for a continuous period of ninety (90) days or more, may apply for a credit of dues for the period affected.

6.2 In order to be considered the following conditions apply to all requests for an Illness and/or Injury credit:

- The request must be in writing or by email addressed to the General Manager (GM) at the earliest possible date.
- The request must specify the date that the request, if granted, is to be effective
- The request must be for a continuous period for a minimum of ninety (90) days
- The Member must provide written third-party verification of the illness or injury from a BC Licensed Medical Practitioner.

6.3 When a request is accepted, the member's category is changed to Medical Leave and the following restrictions and conditions apply:

- The Pro Shop will be informed of the change in status
- The member is not allowed to play golf
- The member is not allowed to use the practice facilities.

6.4 A member on medical leave may request, in writing or by email, to the GM to have practice privileges permitted to assist with recovery and/or to assess recovery.

- Said practice will only be allowed on the club's driving range and designated practice areas, not on the golf course.
- The GM will specify in writing or by email what practice is permitted, its duration and any other restrictions the GM deems appropriate. i.e. one small bucket of range balls a day for three days.
- A member on medical leave may apply in writing or by email to the GM to play golf on the course to assess recovery.

6.5 When a member on illness and/or injury leave wishes to return to active playing status, the member must inform the GM in writing or by email they are resuming playing golf and the date active playing status is to be effective

6.6 This credit will only be applied to future membership dues.

6.7 A member on medical leave unable to return as an active member may request to the Board of Directors for a refund of the credit.

6.8 The estate of a deceased member may apply to the Board of Directors for a refund of the credit.

6.9 The Illness and/or Injury credit only applies to the member's dues, annual power cart rental, club storage and locker fees. The credit does not apply to the Capital Fee.

6.10 A member who is unable to golf while caring for an immediate family member who has become ill, may also apply for a credit.

6.11 For calculation of credits, the season will be based upon either a seven-month playing season from April 1 - October 31, or an eight-month season when the course opens for play on or before March 15. The following formula will be used to determine credits.

Number of months credited	Seven Month Season	Eight Month Season
3	35.3%	30%
4	49.6%	42.5%
5	63.9%	55%
6	78.2%	67.5%
7	92.5%	80%
8		92.5%

6.12 Alternately in lieu of applying for a medical credit, a fully paid up member, who is eligible for a credit has the option to apply to the GM for approval to allow the member to designate a person to use the membership in his/her specific category and enjoy the benefits of that category for the time that the member is eligible for the credit or the duration of the golf season whichever comes first.

7. MOVING REFUNDS

7.1 **Moving** - A fully paid up shareholder (member) who moves a minimum of 100 kilometers away from the Kamloops area may apply in writing to the GM for a refund of the unused portion of their annual dues.

7.2 For calculation of a Moving refund, the season will be based upon either a seven-month playing season from April 1 - October 31, or an eight-month season when the course opens for play on or before March 15. The following formula will be used to determine refunds.

Number of months credited	Seven Month Season	Eight Month Season
3	35.3%	30%
4	49.6%	42.5%
5	63.9%	55%
6	78.2%	67.5%

7	92.5%	80%
8		92.5%

7.3 **Alternately** in lieu of applying for a Moving Refund, a fully paid up member, who is eligible for a refund has the option to apply to the GM for approval to allow the member to designate a person to use the membership in his/her specific category and enjoy the benefits of that category for the duration of the golf season.

8. LEAVE OF ABSENCE

A shareholder (member) may apply in writing or by email to the GM for a Leave of Absence. A Leave of Absence permits members to maintain full status as a member under circumstances where a member's ability to golf has been completely curtailed because of job relocation or extended travel during the golf season. The fee will be \$150.00 tax included for the season.

9. GUESTS

9.1 Playing guests of a member must register at the Pro Shop and purchase a green fee. Members are responsible for guest payment and conduct. Guests will be charged the Member Guest rate as determined by the Board of Directors

10. DRESS CODE

10.1 The following dress code is applicable to play on the golf course:

- Men's and ladies' golf shirts are required to be capable of being tucked in.
- Pants (slacks preferred) must be tailored & in good repair.
- Shorts must be tailored, in good repair & reasonable length
- Footwear must consist of non-metal spike golf shoes or soft soled shoes.
- Gym shorts, tank tops, muscle shirts, swim wear and cut offs are not permitted.
- Logos on clothing must be discreet.

10.2 Any issue as to whether any dress is within the dress code shall be determined by and in the sole discretion of the Pro Shop.

11. BEHAVIOR

11.1 The ordinary rules of etiquette and speech shall always be observed.

11.2 The rules of golf and golf etiquette shall govern play on the course.

11.3 Any dispute as to what the ordinary rules of etiquette and speech or the rules of golf and golf etiquette shall be determined by and in the sole discretion of the Pro Shop.

12. KGCC CANNABIS POLICY

12.1 OVERVIEW: Kamloops Golf & Country Club (KGCC) strives to ensure a safe and healthy environment for everyone when on the golf course or using its facilities.

12.2 SCOPE: This policy applies to all members; guests; staff and management of the KGCC. The rules set out in the Policy apply in addition to all applicable laws and regulations of federal, provincial and municipal governments.

12.3 RECREATIONAL USE OF CANNABIS: Recreational use of cannabis on the grounds and facilities of the KGCC is prohibited. Medicinal use of cannabis prescribed by a qualified physician is permitted; however, smoking cannabis for medicinal purposes is restricted to such areas as are designated by the KGCC from time to time to minimize the impact on other members of the KGCC community. "Smoking", for the purposes of this Policy includes: (i) lit cannabis cigarettes or pipes, (ii) electronic devices for inhaling cannabis, (iii) vaping devices and any other similar device.

12.4 MEDICAL USE OF CANNABIS: Individuals who wish to use medicinal cannabis under this Policy must provide proof of medical support for such use that is satisfactory to the KGCC GM in his/her sole discretion.

12.5. SALE OF CANNABIS PRODUCTS: The promotion, advertising, or sale of any cannabis products on KGCC property is prohibited.

13. OFFICIAL GRIEVANCES (related to Misconduct and Behaviour)

13.1 All complaints concerning bargaining unit employees must be in writing and directed to the GM, President or a member of the Human Resources Committee (HR). Complaints against bargaining unit employees will generally be dealt with by the GM as per the Union Collective Agreement, The BC Labour Code, Work Safe BC and/or any other applicable government regulation.

13.2 Complaints about senior management must be in writing and directed to the President of KG&CC or a member of the HR Committee.

13.3 Complaints by employees against member conduct must be in writing and directed to the GM, President or a member of the HR Committee.

13.4 Complaints by a member against another member must be in writing and directed to the General Manager, President or a member of the HR Committee.

13.5 All other complaints must be in writing and directed to the President or the Secretary of KG&CC.

13.6 Resolving Complaints concerning employees and members

When a written complaint is received, the HR Committee will meet to review the complaint, interview the person making the complaint (complainant) and any potential witnesses. The Chairperson of the HR Committee will verbally inform the person the complaint is against (accused) that a complaint has been received and the nature of the complaint. The accused will be asked to submit a statement presenting their view (evidence) and the names of any witnesses in response to the complaint. The Chairperson of the HR Committee will ask both parties if they would be willing to go to mediation concerning the complaint. If

mediation is agreed to and the mediation is successful, then the complaint will be considered dealt with and no further action will be taken.

If mediation is declined by either party or is unsuccessful in reaching an agreement, then the HR Committee will notify both parties in writing what information has been received to date and request any additional information that should be reviewed by the HR Committee. Such additional information shall be provided in writing and made available to both the complainant and the accused. The HR Committee will meet to review the incident and all relevant information and make a recommendation to the Board of Directors. The Board of Directors will meet and decide as to whether to accept the HR Committee's recommendations or deal with the issue in another manner. Both parties to the complaint will be informed by letter as to the decision of the Board of Directors.

Notes

A. If the incident is severe or very disruptive, the HR Committee at its discretion, has the power to temporarily suspend and/or impose other restrictions as the HR Committee deems appropriate on the member until the issue is dealt with by the Board of Directors.

B. At any and all meetings, two members of the HR Committee will be present to conduct the interview(s) and any and all follow-up meetings.

14. FOOD & BEVERAGES

14.1 No food shall be brought onto and within the property boundaries of KG&CC while the restaurant is in operation.

14.2 No alcoholic beverages shall be brought onto and within the property boundaries of KG&CC.

14.3 Coolers and lunch boxes maybe inspected by staff to ensure compliance with KG&CC policies and government liquor laws.

15. ANIMALS

15.1 No animals, except for therapy and seeing eye dogs, shall be allowed on KG&CC property.

15.2 A wildlife control dog used to protect the course from damage caused by geese, ducks etc. is permitted, with the approval of the Board of Directors, and must be under the direct control of the Links Superintendent.

16. PERSONAL PROPERTY

16.1 The KG&CC shall not be responsible for loss of personal property.

16.2 Golf clubs, golf bags and golf carts must not be stored in member's lockers.

17. Vacant

18. STARTING TIMES

- 18.1 Member tee time requests may be made up to fifteen (15) days before the day of play by:
- A. accessing the KG&CC's Chronogolf website and requesting a tee time online
 - B. in person or by telephoning the pro shop.

Tee times are generated randomly by the Chronogolf computer program at 10 a.m. seven (7) days prior to the day of play.

- 18.2 After the draw has been posted, open tee times may be booked by:
- A. accessing the KG&CC's Chronogolf website and booking online
 - B. contacting the pro shop in person or by telephone

18.3 In order to maximize the use of available tee times, the pro shop will match up (pair-up) groups of two or three players with each other and/or with anyone waiting for a game. Any dispute as to filling of groups shall be determined by and in the sole discretion of the Pro Shop

19. TEE TIME RESTRICTIONS

19.1 **Men** may book tee times on Tuesdays (Ladies Days) as dictated by play.

19.2 **Women** may book tee times on Mondays (Senior Men's Day) and Wednesdays (Men's Day) as dictated by play.

19.3 Two tee times per hour will be set aside for use by green fee players.

20. FROST DELAYS

20.1 Play on golf course or practice facility is not allowed during a frost delay.

20.2 Tee times are cancelled up to the time when the grounds crew opens the golf course for play. If the pro shop staff member on duty determines that tee time times could get back on schedule, then a small delay will occur. In event of a large delay any group who loses their tee time will go into priority sequence for the back 9. The pro shop will attempt to fit these groups out on the front 9 with no guarantee.

21. GOLF CART POLICY

21.1 Private Golf cart users must provide proof of liability insurance.

21.2 Use of private golf carts is grandfathered to the existing owners.

21.3 Private golf carts must conform to standards and specifications that have been determined by the pro shop.

21.4 An annual trail fee, as established by the Board of Directors will be assessed to private golf cart owners.

21.5 The use of a member cart is limited to the specified member or his/her spouse. In the case of any other shared cart, those two people will be charged 2 trail fees for the season. Sole use of a cart by those who are not registered trail fee operators will be charged the standard course cart rental fee by the pro shop.

21.6 An annual storage fee, as established by the Board of Directors, will be assessed to cart owners for use of the cart compound and/or winter storage.

21.7 The Club is not responsible for carts kept, or stored, in the cart compound.

22. POWER CART USAGE RULES AND GUIDELINES

These are general Rules and Guidelines which apply to both privately owned and power carts rented from the pro shop. Failure to respect these rules and guidelines may result in your use of a power cart being suspended.

22.1. Power carts must stay on cart paths wherever they are provided.

Wherever possible cart paths are placed on the opposite side of the green to where walkers leave the green, this is done to spread out the wear on the turf.

22.2. Park on cart path not beside it.

Parking on the turf beside the cart path places undue stress on the turf and leads to bare spots.

22.3. Where there isn't a cart path keep power carts at least 30 feet away from the edge of tees and greens.

The area near greens and tees is the highest traffic areas on the golf course with the most compaction of the soil. Keeping carts back 30 feet helps spread out the wear area.

30 feet is equivalent to about 12 or 14 large steps.

22.4. Keep power carts away from and out of staked, flagged and signed "no-cart" areas.

These are generally areas of fragile or damaged turf the links crew is trying to repair, or it may be a difficult area to grow turf. These areas may also have unsafe slopes or unstable ground.

22.5. Drive in the rough whenever possible and observe the 90° rule when entering and leaving the fairway.

22.6. Do not drive or park on the apron or the approach areas to the green.

Stay off to the side in the rough.

22.7. Keep power carts at least 15 feet away from the edge of bunkers and water hazards

22.8. Power carts displaying a handicapped flag must remain at least 15 feet away from the edge of a green or tee box.

Generally, this is off to the side near the front of the green, preferably between the beginning of the cart path and the green. 15 feet is about 6 or 7 large steps.

22.9. No power carts are permitted between the 17th green and the water hazard.

This is a severely sloped area and when wet can be very dangerous.

22.10. Keep power cart out of the "Long Grass, Fescue" areas.