

PGC BYE LAWS

CATEGORIES OF MEMBERS

The membership of the Golf Club is open to the following categories :-

- I. General Category.
- II. Life members
- III. Non resident Indian members (NRI)
- IV. Service members.
 - a) Haryana Govt. Officers and state PSU's including retired officer (only gazetted officers & equivalent)
 - b) Other officers including defence services, Central Govt Officers and Central PSU's including retired officers (only Class-1 Officers)
 - c) Student members.
 - d) Corporate members (for five year only)
 - e) Tenure members (Officers equivalent in seniority to that Js, GOI and above and posted at Panchkula and Chandigarh on transferable basis.)

Details of the entrance fees, monthly subscription and security deposits for each category are given at annexure 'A'.

2. ELIGIBILITY

- I. Persons indicated above can apply for membership as per the details in clause 4 herein below.
- II. No individual member or corporate member who has been declared to be undischarged insolvent or has been convicted by a court shall be eligible for the membership or the nomination to the Golf Club.
- III. Each applicant after payment of prescribed fee and security deposits depending on the category he/she belongs will be made a temporary member on the recommendation of a selection committee duly constituted by the club management. Status of regular membership will be considered after six months of temporary membership depending on the conduct of the member in the Club. An individual who has just applied for the membership of the club and has paid all the dues cannot be given club/golf facilities till his membership is proved by the management.

3. NUMBER OF MEMBERS

The club will not have more than 1500 members initially; but this number can be increased from time to time by a resolution of the Governing Body. All founder members of the club, as listed in the memorandum of association, will be offered honorary life membership of the club without any fee to ensure their continued support.

4. ADMISSION PROCEDURE

Individuals and corporates seeking membership are required to submit the duly filled application form complete in all respect. Management of the Golf Club has the absolute right to accept or reject any application for membership at their sole discretion without assigning any reason whatsoever and the applicant shall have no right to challenge the decision of the management in any way.

5. ESTABLISHING HANDICAPS

- i) Each applicant is required to establish his/her golf handicap. A candidate's handicap certificate from any reputed Golf Club may be accepted or the candidate may be required to re-establish his/her handicap. To establish the handicap, the applicant will be required to play a round of 18 holes on the main/short course as deemed fit by the handicapping committee.
- ii) The Club will make a proper draw for the round and ensure monitoring of the scoring by nominated member(s) of the committee. The handicapping Committee shall award a handicap to each applicant, which will be final.

6. MEMBERSHIP FEES

Applicants are required to pay:-

- i) One time membership entrance fee ("Entrance Fee"), non refundable, as prescribed in the fee structure.

- ii) One time interest free security deposit as prescribed in the structure, refundable only after of term of membership or on the surrender of membership subject to a minimum lock-in period of three years from the grant of membership (“Security Deposit”). Processing time for refund of Security Deposit is minimum six (6) months from the date of termination/surrender of membership, as the case may be.
- iii) Monthly recurring charge (“Monthly Subscription”) as prescribed in the fee structure.

7. MEMBERSHIP RIGHTS

- i) **The golf club facilities available to spouses and the children of the individual members and the corporate nominees subject to the rules and regulations made in this regard.**
- ii) **Facility of reciprocal membership with various other clubs is to be decided by the management of the club.**
- iii) **Guests of members shall be permitted to use facilities of the Golf Club (except on certain specified days). The members shall be charged a fee, as specified in the fee structure or as notified by the management from time to time, for the use of facility of the Golf Club by the guests. A guest must be introduced by the member and member should accompany the guests. Unaccompanied guests are not permitted. Member will get a receipt from the reception after paying the green fee for his guest. This will be handed over to the starter. A member will have to register and obtain a receipt from reception before he can start entertaining the guest in club house.**
- iv) **Membership Card**
 - a) **Each individual member, corporate nominee shall be issued photo identity card by the management which will be required to be produced on demand by the management or by any person authorized by the management in this regard.**
 - b) **Loss of the photo identity card must be reported to the management immediately.**

8. USE OF THE CLUB AND OTHER FACILITIES

- i) **Entry of pets within the premises of the Golf Club is strictly prohibited. Feeding of stray dogs in the club is banned.**
- ii) **Smoking and consumption of alcoholic beverages is permitted only in the designated areas as specified by the management.**
- iii) **Playing of various games are restricted only to certain designated areas and during certain hours as specified by the management.**
- iv) **Possession of firearms, ammunition and weapons of any kind whether licensed or not within the Golf Club premises is strictly prohibited. Armed security guards are not allowed in the club.**
- v) **Users of the Golf Club are not permitted to give any monetary or non-monetary benefits to any staff member of the Golf Club. A service charge will be added in the bills relating to food, soft drinks, alcoholic beverages and other items.**
- vi) **Children below 12 years of age will not be allowed to enter the Golf Club unless accompanied by an adult member or guest of a member admitted to the Golf Club by the member who himself is entitled to use the Golf Club facilities.**
- vii) **The management reserves the right to verify the identity of all persons entering the premises to ensure that only members, their spouses, eligible children and guests of such members are admitted.**

9. LIABILITY OF THE CLUB

No member of the club shall under any circumstances, claim damages of any kind from the club for any reason whatsoever, nor shall he proceed legally or otherwise against the club for realization of any claim whatsoever and the decision of the management shall in all such matters be final. Office bearers and servants of the club will be fully indemnified against any claims by members of the public for injury or property damage caused by golf balls hit outside the boundaries of the club or any other incident whatever in the course of golf being played in the club.

10. PAYMENT FOR SERVICES & FACILITIES

i) Payments for all services and facilities including food, beverages, liquor, hiring of equipment and guest charges etc are required to be made in advance by cash only to the person designated by the management at the reception.

ii) All members except life members are required to pay monthly fee as fixed from time to time irrespective of the usage of the Golf Club. The monthly fee payable w.e.f. the date of the acceptance of the membership by the management and has been specified in the fee structure.

iii) All charges incurred by spouse, eligible children, guests will be debited to the account of the concerned member.

iv) In the event of non-payment of dues by members within 30 days from the due date of payment, interest @ 1.5% per month or part thereof will be charged and if the dues are not cleared within 90 days from the dues date of payment, the said member, their respective spouse and the eligible children may not be permitted to use the Golf Club facilities and in addition the membership is liable to be terminated at the sole discretion of the management is not liable to issue individual notice to the defaulting members in this regards.

v) The management of the Golf Club shall provide golf carts and related equipment, that may be used subject to availability. The use of these golf carts and related equipment will be at the user's own risk and responsibility. The damage/loss to the cart or parts thereof are to be made good by the user. Members will be solely responsible for settlement of bills on this account.

11. SUGGESTIONS AND COMPLAINTS

Constructive suggestions are welcome and may be entered in the " Suggestions Book" which will be kept in the office.

Complaints should be addressed to the General Manager in writing or entered in a book which is kept for the purpose in the office.

12. ALTERATION IN FACILITIES

The management shall have the sole discretion to make additions, modifications, reductions and eliminations in all or any of the facilities of the Golf Club.

13. DRESS CODE

Members must change after golf, prior to using the main club house and its facilities. Wearing of shorts is not permitted in the main bar, dining room. Casual attire is acceptable provided it does not offend the sensibilities of other member present.

14. LOSS, DAMAGES OR INJURIES

i) The use of the facilities of the Golf Club is entirely at the risk and responsibility of the members and/or their respective guest, spouse or eligible children, who use such facilities ('User'). The management of Golf Club shall not be liable for any injury, damage or loss caused to the users of the Golf Club, during the course of their visits to the Golf Club or due to use of the Golf Club facilities.

ii) All the users of the Golf Club are warned of high speed balls which may cause grievous injuries/ death or loss of property. Further, it shall be the duty/obligation of every member to warn their respective spouse, guest, eligible children of such danger/ risk before entering the Golf Club. All such users shall be presumed to have understood the risks inherent and consented to their exposure to all the risk naturally incidental to their presence on the Golf Club. All the users shall enter the Golf Club at their own risk and responsibility and the management shall not be responsible for any consequences whatsoever. No one is allowed to venture into the golf Club for purposes other than to play golf. Infants in prams are not allowed in the club.

iii) Every user will be fully liable for any damage caused to the property of the Golf Club or to the person or property of any employee of the Golf Club or to any other user of the Golf Club, resulting directly or indirectly from their action. Compensation for such damage, if any will be fixed by the

management alone and shall be recoverable from the concerned corporate nominee or individual member.

15. **EFFECT OF EVENTS BEYOND MANAGEMENT CONTROL**

The management shall not be responsible or liable for not performing any obligation or undertaking given to the members if such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, earthquake, war, riot, terrorist act, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, material or supplies, action of labour unions, due to enhancement of any law or issues of any directive by any government or public authority or by a competent court or any other cause not within the control of management. The management is further absolved from any liability towards any users of the Golf Club arising from any act beyond the control of the management of the Golf Club.

16. **ORDER OF PLAY**

i) The right of starting at the 1st and 10th teeing grounds shall be governed by and shall accrue to players according to the order in which their names are entered on a time-sheet. When a time sheet is not in use, the right of starting shall be according to the order in which all players in a match arrive at the first or tenth tee.

ii) If any player is absent from the teeing ground at which he/she is to start or if his/her match or party is not complete and present at the teeing ground as soon as the preceding match has teed off, he/she shall lose his/her right of precedence.

iii) Players in club matches and competitions shall always have precedence in starting over other players in private matches.

iv) On occasions when a starter is present, players shall abide by his instructions as to starting. The starter will have discretion to re-arrange times as he considers fit and in the interest of good order and in fairness to all players.

v) The president/Vice president of the Club will have precedence at 1st and 10th tees players, whether entered on the time sheets or not.

vi) The committee may in their discretion frame rules which will continue to be displayed on the club notice board for a period of 30 days after they are framed.

vii) No player may start at any place on the Course other than at the 1st and 10th teeing grounds or as decided by the committee from time to time. A player starting from an unauthorized teeing ground will have no standing on the course. No player may cut in front of other matches at any stage during the course of a round.

17. **SUSPENSION OF PLAY**

The management reserve the right to suspend the right of some or all of the members to enter the golf club or any other designated area in the Golf Club or to play the game of golf, in order to facilitate conduct of the golf tournaments and events from time to time. No user shall have any right whatsoever to challenge the decision of the management in this regard. However, seven days notice in advance to this effect may be displayed on the notice board of club premises.

18. **CADDIES**

i) Caddies will be detailed by the caddy master at the entrance. They shall not be specifically retained for any particular member player.

ii) The engagement of fore-caddies is permitted except where expressly disallowed e.g. when playing in competition which prohibits them.

iii) Private caddies may be employed by members provided that they have been registered as such at the club and are furnished with a card of identification by their employer. Private caddies shall also wait at the caddy shelter and be subject to the club rules as applicable to caddies.

iv) Any member playing with a playing caddy shall have the same standing on the course as other members playing together.

v) The charges for a playing caddy will be in accordance with the decision of the committee.

vi) The charges for caddies and fore caddies will be in accordance with the decision of the committee currently in force. Payment due to caddies/fore-caddies must, in all cases, be made immediately on completion of a round and they shall not be permitted to loiter in the vicinity of the club house or pavilion awaiting

vii) Any complaint against caddies and fore-caddies must be made to the caddie master as soon as possible after the occurrence.

19. **RULES OF GOLF**

The latest rules for the game of golf as prescribed by the Royal & Ancient Club of St. Andrews, shall govern rules of play at the club, along with the local rules in force.

20. **GOLF ETIQUETTE**

Golf is game of good manners. It shall be incumbent upon all members, dependants, visitors and guest to bear this in mind at all times. In addition, they should replace divots, repair pitch marks on green, smooth out bunkers, not to take practice swings on tee and not to cause any inconvenience to other persons using the club, especially in regard to holding up following matches.

All persons using the club are urged to play fast and keep up with the match in front, falling which they must invite the match following to go through as prescribed in rules of golf.

21. **GOOD BEHAVIOR**

All members are expected to conduct themselves with utmost restraint and gentlemanly/behavior. Any member resorting to foul language or physical violence within the club premises is liable to be removed from the club's membership for some period. Any repetition of such behavior may invoke cancellation of membership.

22. **TERMINATION OF MEMBERSHIP**

The management may terminate the membership of any individual member in the event of any individual member or any of his guests, the individual member's spouse or eligible dependents contravene the terms and conditions or any rule and regulation and may at its sole discretion forfeit the interest free security deposit also. However, before the termination of membership of any individual member or his dependents, 15 days prior notice may be served for this purpose and thereafter, necessary action shall be taken. However, the membership shall remain suspended for the intervening period.

23. **DEATH OF INDIVIDUAL MEMBER**

Upon death of individual member, the person nominated by the member in the application form shall alone be entitled to get the refund of interest free security deposit after deducting all the outstanding dues of the deceased individual member.

24. **TERMS AND CONDITIONS NOT EXHAUSTIVE**

These terms and conditions or the rules and regulation framed thereunder are not exhaustive and the management shall have the sole direction to add amend or delete them from time to time and all such additions amendments will be notified by displaying them on the notice board of the golf club and shall become binding immediately on all the users of the golf club.

25. **INTERPRETATION OF TERMS AND CONDITIONS**

In these rule, unless there is anything repugnant in the subject context.

i) Words importing the masculine gender shall be taken to include females.

ii) Words in the singular shall include the plural, and vice versa.

26. **ARBITRATION**

It is agreed to and undertaken by the member that any difference or dispute that may arise by and between them and the management in the interpretation of these terms and conditions or other incidental matter arising out of the terms and conditions, shall be resolved as far as practicable through mutual negotiations failing which the matter would be referred to arbitration. Arbitration shall be conducted by a sole arbitrator appointed by the management of the club. In any dispute which may arise in any competition or match, whether in regard to interpretation of rules of golf arbitrator appointed by the bye-laws, the decision of the arbitrator appointed by the management of Golf Club in all matters shall be final.

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FEE FOR OTHER FACILITIES

<u>PARTICULARS</u>	<u>FEE</u>	
❖ Green fee Indian on week days	Rs.300/- per round	
❖ Green fee Foreigners on week days	Rs.500/- per round	
❖ Green fee Indian in week-ends/holidays	Rs.400/- per round	
❖ Green fee Indian in week-ends/holidays (during prime time)	Rs.500/- per round	
❖ Green fee Foreigners on week-ends/holidays	Rs.700/- per round	
❖ Green fee Students	Rs.75/- per round	
❖ Cart charges per round in week days	To be decided later	
❖ Fee at range per practice	Rs.100/- (for 1 ½ hours)	
❖ Caddy charges per round	Category 'A' Rs.75/-	Category 'B' Rs.60/-
❖ Rental for golf set	Rs.50/-	
❖ Guest entry fee for use of club house	Rs.30/- per person (Maximum four guests)	
❖ Gym	Rs.450/- per month Rs.5000/- per annum	
❖ Health club	Rs.150/- per month Rs.1500/- per annum	
❖ Gym & Health Club both	Rs.550/- per month Rs.6000/- Per annum	
• Dependents of Members subscribing for Gym & Health Club		
❖ Gym	Rs.75/- per month	
❖ Health club	Rs.35/- per month	
❖ Gym & Health Club both	Rs.100/- per month	
• Guest Charges		
❖ Gym	Rs.50/- per visit	
❖ Health Club	Rs.20/- per visit	
❖ Gym & health club	Rs.60/-per visit	
• Swimming pool charges		
❖ Swimming pool	Rs.350/- per month	
❖ Swimming pool	Rs.1500/- per season (01 Apr to 30 Sep)	

OR
As decided
by management
from time to time

- **Dependant**
- ❖ Swimming pool Rs.100/- per month
- ❖ Swimming pool Rs.400/- per season
- **Guest.**
- ❖ Swimming pool Rs.100/- per visit (same guest not allowed more than four times in a month)
- Charges for booking Banquet hall with terrace Rs.4000/- + Service Tax

Annexure 'A'

PANCHKULA GOLF CLUB-FEE STRUCTURE

Sr. No	Types of Membership	Entrance Fee Rs.	Security Deposits Rs. (Refundable)	Monthly Subscription Rs.
1.	General Category	1,50,000/-	25,000/-	400/-
2.	Life Members	4,00,000/-	30,000/-	-----
3.	NRI Members	US S 10,000	US S 500	US S 500 (yearly)
4.	Service Members			
	a) Haryana Govt. Officers & State PSU's including retired Officers (only Gazetted Officers and equivalent)	25,000/-	10,000/-	400/-
	b) Other Officers including Defence Services & Central Govt. officers & Central PSU's including retired officers (only class-1 officers)	45,000/-	10,000/-	400/-
5.	Student Members	5,000/-	2,500/-	200/-
6.	Corporate Members (for five years only)	4,00,000/- (for two nominees)	20,000/- (for two nominees)	400/- per nominee
7.	Tenure Members Officers equivalent in seniority to that of Js GOI and above and posted at Panchkula and Chandigarh on transfer basis.	20,000/-	5,000/-	400/-

- Service Tax as applicable shall be charged.
- Senior Citizens (75 years and above) are exempted from monthly subscription.
- Senior Citizens amongst officers (65 years and above) 20% rebate in monthly subscription would be allowed.
- If any member to any category improves to single digit handicap while playing in the club, he/she will be given an incentive of 20% rebate in his/her monthly subscription.

8. List of documents required for processing the application form :-
- a) Local cheque/DD in favour of "Panchkula Golf Club"
 - b) Two photographs each-self-spouse-dependent children (upto the age of 21 years)
 - c) Residence proof Panchkula/Chandigarh/Mohali.
 - d) Golf Handicap Certificate.
 - e) Employment Certificate (in case of Government Officers)/ Copy of PPO.
 - f) Date of birth certificate of dependent children (upto the age of 21 years)
 - g) Copy of PAN No.

Note :- Application forms will not be processed , in case any of the above documents is not found attached/enclosed with the application form