

Date 25th March 1997

THE WATFORD BOROUGH COUNCIL
AND
THE WEST HERTS GOLF CLUB LIMITED

COUNTERPART

AGREEMENT

FOR THE USE AND PROMOTION
OF GOLF AT WEST HERTS GOLF CLUB

Roland Bedford LL.B.
Head of Law and Support Services
Town Hall
Watford
Herts WD1 3EX

THIS AGREEMENT is made the 25 day of March One Thousand Nine Hundred and Ninety Seven BETWEEN THE WATFORD BOROUGH COUNCIL of the Town Hall Watford in the County of Hertford (hereinafter called "the Council") of the one part and WEST HERTS GOLF CLUB LIMITED (Registration No. 41272) whose registered office is situate at the Club House Cassiobury Park Watford aforesaid (hereinafter called "the Club") of the other part

WHEREAS:

- (A) The Council has granted to the Club a Lease of even date herewith (hereinafter referred to as "the Lease") of land and buildings known as The Golf Course Cassiobury Park Watford Hertfordshire and is more particularly described in the Lease (which said land and buildings are hereinafter referred to as "the Facility")
- (B) The Club and the Council in contemplation of and in consideration of the grant of the Lease have agreed for the joint use of the Facility as hereinafter provided

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:-

- 1. Facility Management
 - 1.1 The Facility shall be promoted as a joint enterprise between the Council and the Club
 - 1.2 The management structure for the Promotion and Management of the facility as presently envisaged is diagrammatically illustrated in Schedule 1 but the Club may vary from time to time that part of the management structure relating to the Club Management on giving written notice to the Council
- 2. Joint Consultative Committee
 - 2.1.1 The Council and the Club shall and do by this agreement establish a Joint Consultative Committee (hereinafter referred to as "the Joint Committee") consisting of four representatives of the Council and four representatives of the Club

- 2.1.2 The representatives of the Club and the Council shall be nominated annually and the Club and the Council shall notify each other respectively of their nominated representatives by the 31st May in each year
- 2.2 The Joint Committee as constituted shall meet as hereafter provided for the whole of the life of this Agreement
- 2.3.1 The Joint Committee shall meet annually during the months of January/February each year and also on an ad hoc basis at the request of either the Club or the Council and on not more than four times a year in total
- 2.3.2 Notice of meetings of the Joint Committee and the time and place shall be given by its Secretary not less than 21 days prior to the date of the meeting
- 2.4 The quorum for any meeting of the Joint Committee shall be not less than 4 Members, of which at least 2 shall be representatives of the Council and at least 2 representatives of the Club
- 2.5.1 The Chair of the Joint Committee shall be elected annually by the Joint Committee
- 2.5.2 Decisions of the Joint Committee other than the appointment of the Chair, shall require agreement (by majority) by the representatives of both the Council and the Club present at the meeting and if necessary separate votes shall be taken of the representatives
- 2.5.3 The Chair of the Joint Committee shall not have a casting vote
- 2.6.1 The Joint Committee shall be responsible for overseeing and assuring the promotion and management and operation of the Facility to the extent provided for in this Agreement and proper compliance with the provisions of the Lease and this Agreement
- 2.6.2 The Joint Committee shall consider and resolve:-
- (i) Any variation to the Dress Rules set out in Schedule 7
 - (ii) Appeals by a public player against disciplinary action by the Club pursuant to paragraph 4 of Schedule 5

- (iii) Control of the use of the course and Club premises but not general course or house management
- (iv) The rules of Equipment
- (v) The unreasonable refusal by the Club of an application for membership
- (vi) Publicity and advertising
- (vii) The monitoring of equal opportunities as referred to in Clause 7

2.6.3 The Joint Committee shall consider and make recommendations to the Club and Council in relation to:-

- (i) Any variation of the Allocation of Playing Times for Club members and members of the public as set out in Schedule 3 to this Agreement
- (ii) The public green fees to be charged from time to time and the Joint Committee in formulating their recommendations shall act in accordance with Schedule 6 as shall the Council and the Club in considering those recommendations

2.6.4 The terms of reference of the Joint Committee may be varied from time to time by agreement between the Club and the Council and shall be effected by exchange of letters

3. Management and Day to Day Supervision of the Facility

3.1 Without prejudice to the Clubs obligations under the Lease the Club shall be responsible for the overall management and operation of the Facility and the implementation of the provisions of this Agreement or any agreed variation thereof

3.2 The Club shall establish and maintain an organisation for the management of the Facility (presently called the General Committee and constituted as shown in Schedule 1) with responsibility within the terms of this Agreement and subject to the power of the Joint Committee for:-

- (i) The management and maintenance of the course to standards set by the Hertfordshire Golf Union
- (ii) The financial control of the Club

- (iii) The election of persons to membership of the Club
 - (iv) The appointment control and dismissal of staff and allocation of duties thereto and all other staffing matters
 - (v) The management of the club house
- 3.3 The Club shall engage sufficient qualified or experienced staff as shall be necessary for the efficient and proper overall and day to day management and supervision of the Facility and the implementation of the provisions of this Agreement
- 3.4 The Club staff and the duties presently allocated to them at the date of this Agreement are set out at Schedule 2 hereof
- 3.5 The Club shall meet all expenditure and costs incurred or arising from the implementation of the provision of this Agreement including in particular (but not limited to) all staffing costs and all materials and equipment necessary for the management and maintenance of the Facility save only expenditure and costs as shall otherwise be specifically provided for in this Agreement
4. Allocation of Playing Times and Arrangements for Play
- The arrangements for the playing of the course shall be those set out at Schedule 3 and are intended to ensure that the allocation of playing time for bona fide Club Members and for the members of the public shall be shared
5. Public access to the Facility
- 5.1 The parts of the Facility set out in Part I of Schedule 4 (when normally open) shall be open for public access subject to prior payment of the appropriate public green fee pursuant to paragraph 5.3 below
- 5.2 The opening hours for the areas of the club house specified at 5.1 are set out in Part II of Schedule 4 hereto

- 5.3 The payment of the appropriate green fees for the relevant day shall include the right of entry to those parts of the Facility mentioned in 5.1 above without additional payment
- 5.4 Public Players shall be given an identification pass and shall be in possession of the same at all times they remain at the Facility and shall sign the Visitors Book (to comply with licensing requirements)
- 5.5 All players shall comply with the Dress Rules as varied from time to time by the Joint Committee

6. Discipline

- 6.1 The Club shall be responsible for disciplining players who are not members of the Club.
- 6.2 The Clubs disciplinary procedures for members of the public are set out at Schedule 5

7. Equal Opportunities

- 7.1 The Club and the Council recognise unfairness and the need to provide equal opportunities for all sections of the community to play golf and to enjoy the ancillary services at the Facility
- 7.2 The Club and the Council agree to work together in full co-operation towards achieving equal opportunities for all
- 7.3.1 Membership of the Club shall be open to all members of the public irrespective of race gender disability colour age nationality ethnic or national origin marital status political or religious belief or sexual orientation but subject to any restriction on the number of members that the Club's Management Committee resolve from time to time
- 7.3.2 The Club shall maintain records of applications for membership and the outcome of such applications including the reasons for any refusal of membership and shall report thereon to the Joint Committee at regular intervals and the Joint Committee shall consider this

information in order to review the procedures used for dealing with applications for membership and their implementation

- 7.4 The Club will co-operate with the Council in monitoring this policy by the collation of information from players to include classification of ethnic origin gender age and disability and any other information as shall be identified by the Joint Committee.
- 7.5 The Club shall report the information collated to the Joint Committee and the Joint Committee shall consider such information together with information obtained by or available to the Council and shall make recommendations for any action considered necessary to further improve the Equal Opportunities objectives stated at paragraphs 7.1 and 7.2. provided that in carrying out or fulfilling any of the functions envisaged by clauses 7.4 and 7.5 above, the Club shall not be required to incur unreasonable expenditure

8. Joint Promotion of the Facilities

- 8.1 The Facility shall be provided and advertised as a joint enterprise between the Club and the Council managed by the Club
- 8.2 The signing on the course shall clearly show that the Facility is provided by the Club in association with the Council and shall display the name and logos of the Club and the Council
- 8.3 The design of the signs shall first be approved by the Joint Committee
- 8.4.1 The Facility shall be advertised by leaflet through the Council's Leisure Services and by advertisement in the local newspaper and by posters circulated in the community
- 8.4.2 All advertisements and literature and posters shall contain the name and logos of the Club and the Council

8.5 The programme for joint promotion and advertising shall be developed by the Council and the Club in accordance with the recommendations of the Joint Committee from time to time

8.6 The cost and promotion of advertising shall be met by the Club up to a maximum of £4,000 (excluding VAT) or such other maximum as is determined by the Joint Committee

9. Terms of Agreement

9.1 This Agreement (as amended or varied from time to time by agreement between the Club and the Council) shall continue until the termination of the Lease

9.2 In the event of the termination or expiry of the Lease or repossession of the Facility by the Council under the Lease this Agreement shall forthwith terminate but without prejudice to the obligation of the Club to remedy any antecedent breach by the Club of the provisions of this Agreement or to meet any outstanding obligation of the Club arising out of or under this Agreement

10. In the event of a material breach of the provisions of this Agreement by the Club or the Council the other party may give three months written notice of such breach to the other ("breach notice") and upon the expiration of such breach notice if the party upon whom the notice has been served shall not have fairly remedied such breach or applied for arbitration pursuant to clause 11. below then the party giving the breach notice may terminate this Agreement at any time by notice to the other within two months of the expiration of the breach notice ("termination notice") whereupon this Agreement shall terminate and the provisions of clause 9.2 hereof shall apply as if the Lease had expired or terminated or the facility had been repossessed by the Council on a date one calendar month from the giving of the termination notice.

11. Arbitration

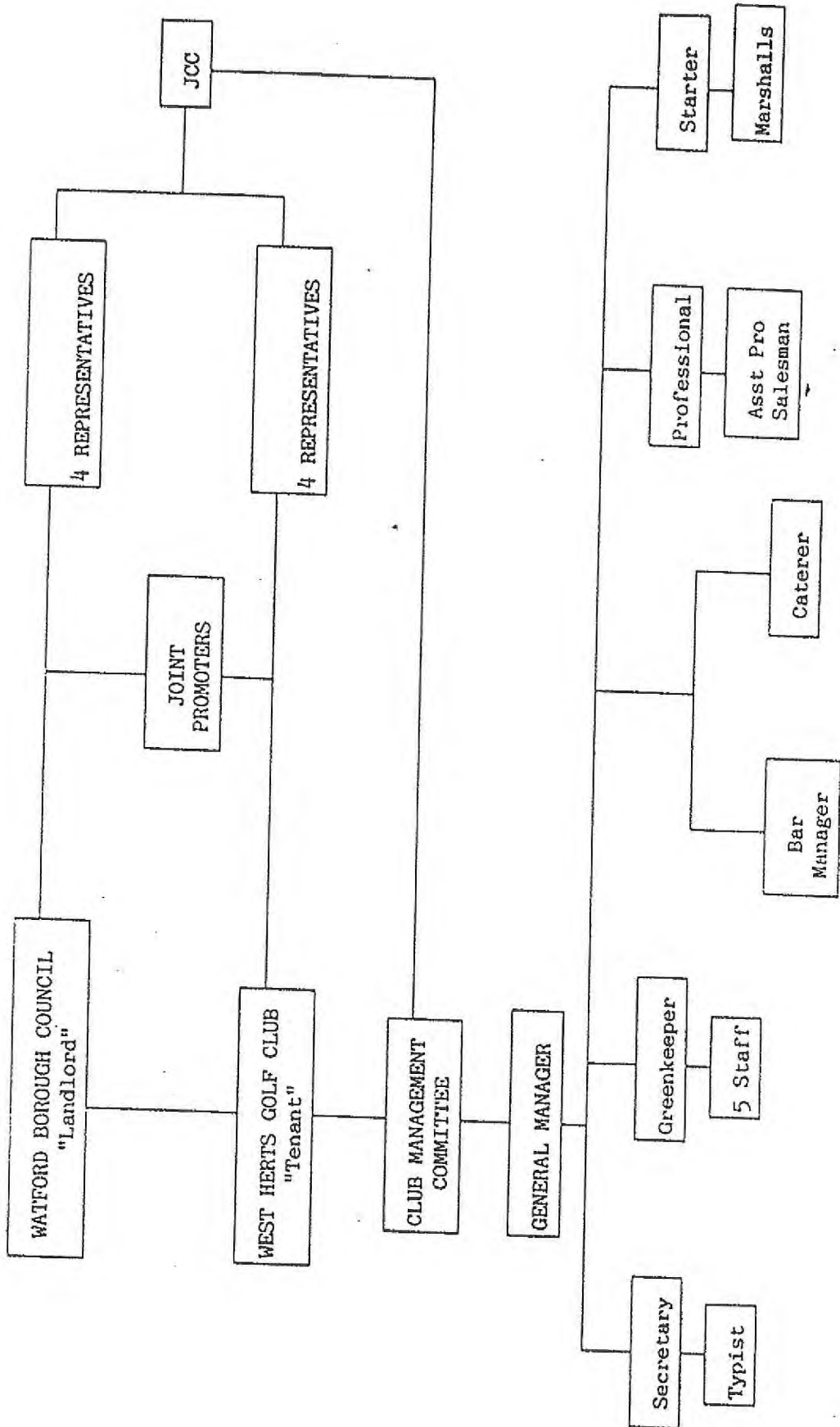
Any dispute or difference arising between the parties hereto with regard to this Agreement or the duties powers and liabilities of either party hereunder or with regard to the construction of any clause or any act or thing to be done in pursuance thereof or arising out of anything herein contained during the continuance of this Agreement shall be referred to a solicitor practising within the Borough of Watford whose name is agreed between the parties and failing agreement appointed by the President of the Law Society or his/her deputy who shall act as an arbiter whose decision shall be final and binding on the parties who shall be equally responsible for the arbiter's fees

IN WITNESS whereof this Agreement is executed as a Deed the day and year before written



SCHEDULE I

STRUCTURE



SCHEDULE 2

Club Management Responsibilities

1. General Manager
 - 1.1 Overall responsibilities for the control of the course and Club House
 - 1.2 The supervision of and accountability for the performance of the responsibilities of the Secretariat, Greenkeeper, Bar Manager, Caterer, Starter and Marshals
 - 1.3 Accountable to the Club for general administration and finance
 - 1.4 Power to hire staff and sub-contractors along agreed guidelines laid down by the Management Committee
 - 1.5 Attend and keep minutes of all meetings and deal with statutory requirements
 - 1.6 Training and supervision of all staff
 - 1.7 Liaise with Golf Professional and assistants.
 - 1.8 Deal with complaints
2. Secretariat
 - 2.1 Record keeping - membership, resignations, etc.
 - 2.2 Correspondence, questionnaires, reports, etc.
 - 2.3 Competitions - organising, preparing notices and starting sheets, checking cards, publishing results, amending handicaps.
 - 2.4 Booking clerk - staffing telephone during office hours and dealing with members and public enquiries regarding times of play available, book slots and obtain relevant information from enquirer.
 - 2.5 Account for all subscriptions, entrance fees, green fees and other charges and enforce payment.
 - 2.6 Deal with banking, cashflow, budgets, monthly management reports, accounting and book-keeping.

- 2.7 Take bookings for function rooms and organise event with Bar Manager to satisfaction of hirer.
- 2.8 Control club matches and other events including compiling, printing and distributing fixture list.
- 2.9 Liaison with English Golf Union Herts Golf Union Ladies Golf Union other golf clubs, promoters and other official bodies.
- 2.10 Drafting, preparing and publishing notices of all sorts for members and public information.
- 2.11 Calculation of and keeping all records for wages, PAYE, NHI, VAT, etc., completing and filing returns and making appropriate payments.
- 2.12 Investigation into and purchase or hire of all office equipment, stationery and printed materials of all sorts.
- 2.13 Dealing with miscellaneous enquiries of the public and members.
- 2.14 Insurance of the Club's assets and other responsibilities.
- 2.15 Compliance with all Regulations, Licences, consents and other legal requirements.
3. Greenkeeper
 - 3.1 Manage the green staff employed including organising the daily work schedules for green staff with alternative duties if inclement weather.
 - 3.2 Liaise with and agree greenkeeping activities with Artisans (if any) and monitor performance
 - 3.3 Order and arrange delivery of all materials used on course, e.g. sand, fertilisers, seed, dressings, chemicals, etc.
 - 3.4 Investigate and report on all machinery and equipment required or in need of maintenance repair or replacement.
 - 3.5 Liaise with and take instructions from Manager.
 - 3.6 Prepare forward plan for maintenance and improvement of the course.

3.7 Carry out all requisite husbandry to the Course including lopping and trimming of trees and bushes, repair and maintenance of course roads, fences (if any) and tee blocks and markers.

4. Bar Manager

4.1 Control and supervision of all bar staff employed by the Club.

4.2 Order supplies of consumables and keep stock control.

4.3 Recommend to the Management Committee from time to time the type and quantity of consumables for use and/or sale on the premises and advice on consumables price structure.

4.4 Responsibility for compliance with statutory regulations relating to the sale of alcoholic drink on the premises.

4.5 Supervision of and attendance at all private functions contracted to be carried out by the Club and where necessary liaise with the Manager in making applications for occasional licences to the Licensing Justices.

4.6 Control of general behaviour and compliance with Dress Rules in the Club House (including power to evict and temporarily suspend continued presence of and entry of any person to the premises).

5. Caterer

5.1 To provide catering facilities for Club members green fee payers and special functions as required and at the prices agreed by Club Management Committee

6. Professional (Subcontractor)

6.1 The general management of the pro-shop along guidelines laid down by the Management Committee.

- 6.2 The employment and dismissal of the professional's own staff.
- 6.3 The provision of golf products of all sorts for sale or hire.
- 6.4 The teaching by arrangement of individual or group players.
- 6.5 Assessment of all players, not holding a recognised golf handicap, as to their competence to play golf.
- 6.6 Power to suspend use of the course and to prevent play by anyone not complying with course regulations as to conduct, dress and equipment.

7. Starter

- 7.1 To control the commencement of play by players.
- 7.2 To verify that players are either members of the Club or paying members of the public.
- 7.3 To maximise the use of the course by all players wishing to use the course.
- 7.4 If not monitored elsewhere, for example by use of the Council's leisure pass, to monitor the users of the course in public time along guidelines laid down by the Management Committee.

8. Marshals

- 8.1 To ensure that all players:-
 - (i) have paid the appropriate Green Fees or are Members;
 - (ii) are maintaining their place on the Course and are not holding up the players through slow play; and
 - (iii) are conducting themselves in a satisfactory manner and comply with the dress and equipment rules.
- 8.2 To take action if these requirements are not met including:-
 - (i) advising players to speed up play; and
 - (ii) instructing players to miss playing the next hole/holes to catch up on very slow play;

8.3 Requesting players to leave the Course where:-

- (i) Green Fees have not been paid;
- (ii) the previous action has not overcome extremely slow play;
- (iii) dress or equipment rules have been breached; or
- (iv) other conduct is unacceptable.

Schedule 3

Part I

Allocation of Playing Times and Playing Arrangements

1. The shared use of play of the course between Club use and public use shall be subject to precise methods of control in order to ensure the best use of the course at all times.
2. Weekend and Midweek Times
 - 2.1 Playing times shall be divided into:
 - Midweek playing arrangements.
 - Weekend playing arrangements when no competitions are played.
 - Weekends when club competitions are played.
 - 2.2 Weekends shall be Saturdays and Sundays and a weekend day shall also comprise of New Years Day Good Friday and Easter Monday May Bank Holiday Spring Bank Holiday August Bank Holiday Christmas Day and Boxing Day and other declared Public Holidays
 - 2.3 When Christmas Day Boxing Day New Years Day or any other declared Public Holiday shall fall on a Saturday or Sunday the Bank Holiday in lieu shall be a weekend day.
 - 2.4 Midweek days shall be Mondays through to Fridays unless any such day is a weekend day as defined in 2.2 and 2.3 above.
 - 2.5 The allocation of use between Club member use and Public use during these arrangements shall be those as set out as Part II of this Schedule 3.

3. Buffer Period

- 3.1 At all times to ensure a smooth transition between Club use and Public use there shall be a buffer booking period of eight minutes (four minutes from public time and four minutes from Members or Shared time) during which no pre-booking shall take place.
- 3.2 In the event of the tee being available during the buffer period the Starter shall permit play to commence up to eight minutes prior to the time of the changover.

4. Pre-Booking Times

- 4.1 For the purposes of this clause 4. and Schedule 6 the expressions "Public Player" and "Public Players" shall mean a member/members of the public holding a valid Leisure Pass issued by Watford Council.
- 4.2 Public Players shall be entitled to play at their pre-booked times subject to payment of the appropriate green fee.
- 4.3 Public Players who are Watford Residents (as defined in Schedule 6) wishing to pre-book a playing time during Public use time may do so in person or by telephone up to seven days less one hour in advance and other Public Players may book up to one day in advance.
- 4.4 Any person may pre-book either:-
- (i) a complete tee time for 4 x Green fee players
 - (ii) a tee time for fewer than 4 x Green fee players
- 4.5 A person pre-booking a tee time will be liable for payment of the number of Green fee places so pre-booked
- 4.6 A Public Player booking a tee time for more than one Public Player must give to the booking clerk of the Club his/her Leisure Pass number and at the same time confirm that the other Public Player(s) booked for such tee time is/are current Leisure Pass holder(s).

- 4.7 During Public and Shared Times all matches shall be arranged as 4 ball matches provided that the Starter shall have discretion to permit 2 and 3 ball matches.
- 4.8 A person pre-booking for fewer than 4 x Green fee players shall accept that the Club may allocate any unbooked places to any other player.
- 4.9 A person claiming a concessionary Green fee must state so at the time of booking to allow allocation of the limited number available. Proof of entitlement will be required at the time of payment.
- 4.10 Public Players shall make payment of the appropriate green fee not later than 15 minutes prior to their pre-booked time of play and shall, if appropriate, present at the time of payment the appropriate method of identity card as proof of entitlement to Standard Watford resident's Green fee and shall present themselves to the Starter not less than 6 minutes prior to their pre-booked time.
- 4.11 Public Players failing to comply with sub-paragraph 4.10 shall be re-allocated a reasonable replacement time for play and if no other time is available shall be entitled to have any Green fee payment refunded.

5. Pay and Play

Public Players wishing to play at any unbooked time during Public time shall pay their Green fee on arrival and present themselves to the Starter not later than 6 minutes prior to the time allocated to play.

6. Green Fees

At the commencement of this Agreement the Green fees for Public Players are as set out in Schedule 6

7. Artisans

- 7.1 Members of the West Herts Artisans Club on production of evidence of membership shall be permitted to play the Course teeing off either prior to 6.50 am or after 4 pm at unbooked times during either Club shared or public use times upon such terms and arrangements as the Club and the Artisans Club mutually agree between them which terms can include the waiver of any green fee payments
- 7.2 Any such member wishing to pre-book shall only be able to play in shared or public time on payment of the appropriate green fee

8. Rules and Etiquette

- 8.1 All games will be played according to the Rules of Golf (as varied by Local Rules in force at anytime)
- 8.2 The Club shall arrange for Local Rules to be printed on the Card of the course and to be displayed on a notice board easily accessible to all players
- 8.3 All players will be expected to acquaint themselves with and comply with the Rules of Golf and Golf Etiquette and Course Etiquette and will be encouraged to do so by the Starter and Marshals
- 8.4 Copies of the Local Golf Rules and Golf Etiquette will be available from the Starter

9. Equipment

- 9.1 Each player shall be properly equipped to play:-
- (i) In compliance with dress rules
 - (ii) with correct footwear
 - (iii) with a set of at least 6 Golf Clubs and Bag

10. Course Control

- 10.1 All players shall comply with the proper instructions and guidance given by the Starter and Marshal.
- 10.2 Subject to the hours of daylight play on the Course will normally commence at 7 am and the latest tee off time shall be 6 pm.
- 10.3 Play may be prevented from time to time by adverse conditions on the course
- 10.4 The decision to ban the use of trolleys or close the course by reason of adverse conditions shall be taken by any two persons from the following:-
- (a) On Mondays to Fridays: The General Manager the Greenkeeper or the Professional
 - (b) On Saturdays and Sundays and Public Holidays: The General Manager or the Duty Committee Member together with either the Professional or the Greenkeeper
- 10.5 The Club shall ensure that the availability of the course and the use of the Facility on any day should be identical for members of the Club and public players and no distinction shall be made in playing conditions or in any use of the Club House or other parts of the Facility.
- 10.6 Notwithstanding the provisions of clause 10.5 above and the various provisions relating to the allocation of playing times within this Schedule the Club may propose for consideration by the Joint Committee a number of special days for use of the facility whereby the normal playing time arrangements for members of the Club and public would be altered to accommodate special events. The Club will put forward such proposed special days for agreement prior to the Club entering into any commitment and publicising the event.

Part II

1. Midweek Playing Arrangements

Monday:

0700 - 0800 (Summer only)	Public play only
0830 - 0930	Members play only
All remaining time	Shared between Public and Members

Tuesday:

0700 - 0800 (Summer only)	Public play only
0830 - 0930	Members play only
All remaining time *	Shared between Public and Members

Wednesday:

0700 - 0800 (Summer only)	Public play only
All remaining time	Shared between Public and Members

Thursday:

0700 - 0800 (Summer only)	Public play only
0915 - 1145	Women Members only
All remaining time	Shared between Public and Members

Friday:

0700 - 0800 (Summer only)	Public play only
Remainder of time	Shared between Public and Members

2. Weekend Playing Arrangements

Saturday or Sundays - Non competition days

0700 - 0800	Public play only
0800 - 1000	Members only
1000 - 1200	Public only
1200 - 1300	Shared between Public and Members
1300 - 1430	Members play only

All remaining time Shared between Public and Members.

3. Weekend Playing Arrangements

Saturday or Sundays - which are competition days

0700 - 11.30 Members play only

11.30 - 1300 Public play only

1300 - 1415 Members play only

All remaining time Shared between Public and Members

- 4 For the purpose of this Schedule "competition days" shall mean weekend days for the playing of Club competitions as the Club may from time to time specify not exceeding in total 22 Saturdays 22 Sundays and 5 Bank Holidays in any calendar year such annual fixtures to be notified to the Council in writing prior to the commencement of the year in which the fixtures fall to be played.

Schedule 4

Part I

1 Club House

(a) Main Lounge/Bar

(b) Dining Room/Lounge

(c) Changing rooms, toilets, showers and washroom (men and women)

(d) Spike Bar.

(e) Entrance Hall

2 Golf Course and practice putting green.

3 Professional shop.

4 Car Park.

5 Access Road to Rousebarn Lane.

Part II

Opening Hours (subject to Licence)

1. Main Lounge/Bar and lounge open from 8 am until bar closing hours.
2. Spike Bar open from 8 am until half an hour after dusk.
3. Dining Room - Meals available according to arrangements between Club and caterers
(Note: Beverages will be available for purchase in the pro shop).
4. Men's and Women's Changing Rooms open from 7.30 am until Club close down.
5. Manager's/Secretary's office open 9 am to 5 pm.

Schedule 5

Disciplinary Procedures

The Club shall be empowered from time to time to curtail or prevent the use of the golf course and premises by any member of the public subject to and on the terms and provisions set out below:-

1. If at any time a member of the public displays conduct which is prejudicial or injurious to the interests of the Club and/or the facilities enjoyed by other members of the public or Club members, the Management Committee (except in an emergency) will investigate and record in writing the subject matter of the complaint and the decision taken. A copy of the decision shall be forwarded to the Head of Leisure of the Council.
2. If the Management Committee are reasonably satisfied that the conduct of a member of the public is prejudicial or injurious as aforesaid then it will decide on one of the following course of action:-
 - (a) the member of the public will be reprimanded;

(b) the member of the public will be informed that he/she may not have entry to any part of the Club's premises for a specified period of time ("suspension") or at all ("expulsion").

4. On receiving notification of the Club's decision the member of the public may appeal by writing to the Head of Leisure, setting out in writing his/her grounds of objection to the decision. The Head of Leisure will deal with the appeal from the member of the public by consultation with the Club's Management Committee and resolve the matter if possible. If no such resolution can be achieved to the satisfaction of the Club and the Council then a meeting of the Joint Committee shall be called to decide on what further action should be taken if any and their decision shall be final.
5. A written record shall be kept of the discussion between the Club and the Council of the deliberations and the decision of the Joint Committee.

SCHEDULE 6

Public Green Fees

Initial Fees

- 1.1.1 The public green fees payable by Public Players applicable at the date of this Agreement shall be as follows:-

	<u>Midweek Days</u>	<u>Weekends</u>
	£	£
Watford Residents	10.00	15.00
Non Residents	15.00	22.50
Any Player entitled to a concession	The appropriate fee specified above less 20% discount	

- 1.1.2 All public players (other than Public Players as defined) shall pay such standard rates of green fee as are from time to time fixed by the Club.

Definitions

1.2 Throughout this schedule the following term shall have the meaning assigned to them as follows:-

“Weekends” have the same meaning as in paragraph 2.2 of the 3rd Schedule

“Midweek Days” has the same meaning as in paragraph 2.3 of the 3rd Schedule

“Watford Resident” means any player ordinarily residing within the area of the Council (as presently constituted) who produces such evidence of this as may be agreed from time to time by the Joint Committee.

“Comparator Courses” shall mean the courses specified in clause 1.4 or any other courses as may be agreed from time to time by the Club and the Council.

“Player entitled to a Concession” means any Watford Resident holding a current Watford Council Leisure pass showing an entitlement to a concession by reason of being unemployed elderly a person with a disability or a student and producing such a pass at the time of payment

Provided that these definitions may be varied from time to time by agreement between the Council and the Club and the definitions shall be reviewed as part of any review on green fees taken at any time

1.3 Unless otherwise agreed between the Council and the Club the Club shall only be obliged to accept up to 10 concessionary rounds per day

Comparator Courses

1.4 The courses specified as Comparator Courses are:-

Bushey Hall Golf Club

Little Hay Golf Club

Bushey Golf and Squash Club

Rickmansworth Golf Club

Batchwood Hall Golf Club

Haste Hill Golf Course

Ruislip Golf Course

Uxbridge Golf Course

PROVIDED THAT unless otherwise agreed between the Club and the Council any 18 holes course opening after the date hereof situated within 5 miles of the Course shall be added

Review

- 2.1 Public green fees including concessions shall be considered by the Joint Committee not less than once per year no later than the anniversary of the date of this Agreement and the Council and the Club shall consider the recommendations made by the Joint Committee within one month.
- 2.2 If the Council and the Club are unable to reach agreement on any change in the public green fees then all such fees shall be increased in accordance with the Index referred to in the 4th Schedule to the Lease no later than the 1st of April in each year.

Relevant Factors

- 3.1 In determining the public green fees from time to time the Joint Committee and the Council and the Club shall have regard to the following factors:-
 - 3.1.1 The public green fees charged from time to time at the comparator courses together with any available information on usage of those courses
 - 3.1.2 Current income to the club from public green fees
 - 3.1.3 Pattern of use of the Course at both weekends and midweek and any available reliable information relating to prospective use
 - 3.1.4 The take up of concessions and any available reliable information relating to prospective concessionary use
 - 3.1.5 The Council's policy on concessions for sporting facilities
 - 3.1.6 Expenditure on course management and income to the Club from any source

Schedule 7

Dress

Clubhouse

4.1 Casual dress must conform to the following standards:-

Men: Clean, neat and comprising a shirt with sleeves or a roll-neck sweater and tailored slacks.

Women: Dress as defined for the course with the exception of shorts.

Note: Shorts: shirts with slogans (as distinct from logos); denim jeans; rainwear are not acceptable.

4.2 Formal dress for men must include jacket, collar and tie or roll-neck sweater and tailored slacks.

4.3 Main Bar: Casual dress as defined above.

4.4 Lounge: Casual dress as defined above may be worn until 6 p.m.; thereafter formal dress as defined must be worn. Sunday - formal dress between 12 noon and 3 p.m.

4.5 Dining Room: Monday to Saturday: Casual dress as defined above may be worn at times when catering is available except for social functions, match dinners and club fixtures as designated by the Committee

Dining Room: Sunday: Formal dress 12 noon to 3 p.m. casual dress otherwise.

4.6 Stud Bar: Dress as defined for the course.

4.7 Footwear: No trainers or plimsolls in the Clubhouse. Golfing shoes may only be worn in the Spike Bar or between the front door and the Men's Locker Room.

Course

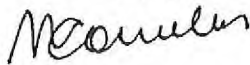
5.1 Dress: Recognised golf dress, socks and shoes must be worn. Tailored knee-length shorts with sports socks.

- 5.2 Footwear: Trainers, plimsolls and non-golfing shoes are not permitted.
- 5.3 Men may not wear: Shirts without sleeves or with a slogan (as distinct from a logo),
Jeans, tracksuit tops and/or bottoms.
- 5.4 Women may not wear: Sleeveless vest tops, shorts or skirts more than 4 inches above
the knees.
- 5.5 Shirts must not be removed at any time in public places.
- 5.6 Equipment: All players must have their own golf equipment and sharing of clubs is
prohibited.

THE COMMON SEAL of WEST)
HERTS GOLF CLUB LIMITED)
was affixed to this Deed)
in the presence of -)



Director



Director
~~Secretary~~



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