

Terms & Conditions

These Membership Terms and Conditions apply to all Members and are between you and South Winchester Operations Ltd trading as South Winchester Golf Club. These Membership Terms and Conditions, along with your Membership Agreement, form your overall Contract with us. The Company reserves the right to alter these terms and conditions from time to time and amendments will be posted on the website:

southwinchestergolf.co.uk/terms-conditions a minimum of 14 days in advance of any change.

1. Definitions

1.1 Contract: Your Membership Agreement and these Membership Terms and Conditions (copies of which are available on the website: www.southwinchestergolf.co.uk/terms-conditions) together form the entire agreement between you and the company.

1.2 Initial Term: means the minimum initial Commitment Period stated in the Agreement. The Initial Commitment Period commences on the first day of the contract to the contract end date. Members joining in advance of the first day of any month will be subject to a pro-rated payment (based on the annual contract value of the membership agreement) from the date of joining to the end of that month. The Initial Term may be extended in accordance with these Contract terms and conditions.

1.3 Code of Conduct: the standards of behaviour required for use of the facilities, as varied from time to time and available on the South Winchester Golf Club website, southwinchestergolf.co.uk

1.4 Commitment Period: means the Initial Term or in the case of automatically renewed memberships, a twelve month period commencing on the expiry of the previous Contract Period.

1.5 Home Club: The club named in your Membership Agreement.

1.6 List of Tariffs: The subscription rates and fees applicable at the Home Club as varied from time to time.

1.7 Member: the person or persons noted on the Membership Agreement.

1.8 Membership Agreement: The agreement setting out the member's Home Club, membership type, associated subscriptions, contract terms, fees and payment type, and for renewing members on this contract, issued no less than 30 days in advance of the current term.

1.9 Membership Subscriptions: the charges payable for the category of membership as set out in the Membership Agreement.

1.10 Membership Support Team: The Home Club General Manager and management team.

1.11 Renewal date: the date immediately after the expiry of the previous Contract Period.

1.12 Services: Use of the Company's course(s) and Facilities.

1.13 Term date: The expiry date of current contract.

1.14 We/Us/Our/the Company: South Winchester Operations Ltd trading as South Winchester Golf Club.

1.15 You/Your/the Member: the named person entering into this contract with the Company.

2. Member Agreements/Contracts

2.1 Members must pay a subscription fee for each contract term, your contract and your membership will commence as set out below:

2.1.1 Each contract is for a minimum 12 month period unless otherwise set out in the Membership Agreement.

2.1.2 The Membership Agreement automatically renews for a 12 month term at the end of each contract term, subject to clause 3 (Fees and Payments) of these terms and conditions, or unless cancelled, as per section 4.2, or extended in accordance with these terms and conditions.

X

2.2 Acceptance for membership is at the sole discretion of the Company.

2.3 The Company reserves the right to vary the amount of subscription fees in its List of Tariffs at any time, renewing Members will be given no less than 30 days' notice of any changes.

2.4 Charges for certain facilities, the use of which are not included in the subscription fee, are displayed at the premises, and we reserve the right to vary the charges without notice.

2.5 The acceptance by the company of a Membership Agreement at any of its venues shall constitute a legally binding agreement between the Member and the Company. The Member hereby agrees to be bound by these terms and conditions along with any regulations of the golf course(s) which are in force from time to time.

2.6 Membership cards are issued to all current members and must be shown at the Club to gain entry on each visit made to the golf course(s). Membership cards are personal to you, you must not share, sell, lend, or otherwise allow any other person to use your membership card and any fraudulent use by the member will result in cancellation of that membership with no refund being made by the company. For Monthly payers an invoice for the remainder of your contractual period will be issued, with payment due on demand.

2.7 The Company reserves the right to verify, or require proof of information provided by the member to ensure eligibility for the applicable membership category at the Home Club.

2.8 Members must inform the Home Club in writing of any change of details (including address, telephone number and email), in accordance with clause 4.5 in order that the Company can reasonably perform its obligations under the terms of this agreement.

2.9 The member agrees to the assignment of the contract without notice and at the Company's sole discretion, save that there be no material change in the contract terms and conditions.

2.10 A member may not alter their membership category within the contract term, unless the appropriate fees are paid. No category downgrades are permitted within the contract term.

2.11 Linked members must live at the same address as the linked member (Two proofs of address may be required). The lead member is responsible for all linked membership fees. If a lead member ceases to be a member and the linked member wishes to retain their membership, the linked member must become an individual member at the subscription level applicable.

3. Fees & Payments

3.1 All membership categories will run for a period of not less than twelve months and fees will be charged as stipulated in the Membership Agreement, or as updated in contract renewal information issued before the end of the current contract term.

3.1.1 Membership subscription fees are applicable for the entirety of this agreement, irrespective of member utilisation of the golf course(s) facilities and are non-refundable.

3.1.2 Membership fees are specific to the membership category, and set out in the Membership Agreement and membership renewal notice. Certain membership categories benefit from a discount if paid annually in advance. The discounted amount will be stipulated in the Membership Agreement and discount is not in addition to the Agreement.

3.1.4 Initial payment comprising joining fee, part payment and first monthly subscription fee shall be due and payable on the date of acceptance of membership and are non-refundable.

3.2 The company accepts membership contract payments by Direct Debit as either a single Advanced Annual Direct Debit payment or equal Advanced Monthly Direct Debit payments. Part payments, joining fees and administration fees may be paid by non-recurring payment methods as published by the company from time to time.

3.2.2 Single Advanced Annual Direct Debit payments are collected on or around the 7th day of renewal month in accordance with the Membership Agreement.

3.2.3 Monthly Advanced Direct Debit payments are collected on or around the 1st working day of each calendar month.

3.2.4 Direct Debit payments will continue to be taken through each contract term, in accordance with the terms and conditions set out in this agreement, ceasing only on termination of the contract, as set out in clause 4.

3.2.5 The initial contract term, or contract term is set out in the Membership Agreement and automatically renews for a 12 month term at the end of the current contract period subject to clauses 4 and 5 of this contract.

3.2.6 In the event the Company is unable to collect the Direct Debit Fee on the due date, the membership will be suspended and the member must immediately pay for the outstanding balance by contacting the Home Club directly.

3.2.7 Should payment not be received and any further direct debit payment is unable to be collected, the company reserves the right to issue an invoice for all outstanding contracted months, which the member agrees to settle within 15 days of issue.

3.2.8 A £10 administration fee is applicable for each failed direct debit transaction.

X

3.2.9 The company reserves the right to use a debt collection agency to collect debt outstanding for more than 30 days. The member agrees to cover the company for all debt collection agency costs associated with the recovery of their outstanding debt.

3.2.10 Suspension or termination of the membership by the Company does not remove the Member's liability for any breach, or antecedent breach of this agreement.

3.3 The company reserves the right to increase membership fees annually at the Company's sole discretion. Pricing for the contract term will be set out in the Membership Agreement. No price increase will take place prior to the expiry of the current contract term.

3.4 All golf club members are required to be registered with their County and the England Golf Union. These fees are published annually by the County and will be applied to your first contract payment of each contract term, or the annual renewal payment. They are passed across to the governing bodies in full (subject to VAT) and are non-refundable.

4. Cancellation or Suspension by you

4.1 The Membership Agreement automatically renews for a 12 month term at the end of each contract, subject to clause 3 (Fees and Payments) of these terms and conditions, or unless cancelled by the Member in accordance with clause 4.5 giving not less than 30 day's notice.

X

4.2 Relocation, Redundancy, Illness, or Hardship

You may also cancel your contract on providing the Company no less than 30 days written notice to the General Manager of your Home Club in the following circumstances:

4.3.1 Relocation: A member may transfer their membership to an alternative Crown Golf Home Club. If the subscription applicable to the new Home Club is greater than the subscription level at the current Home Club, then the member must make the balancing payment upon transfer. No refunds will be made for category downgrades on relocation of Home Club within the contract period. All transfers are subject to agreement in writing, not to be unreasonably withheld by the Home Club General Manager.

4.3.2 Relocation: A member may terminate their membership Contract on the basis of relocation if; their new address is greater than 30 miles from the nearest Crown Golf Club; they can provide to the General Manager of their Home Club, two copy utility bills, or a driving licence and one copy utility bill stating their new address; a written request to the Home Club General Manager, stating the request to terminate membership on the grounds of relocation; membership subscriptions are paid in full up to the date the request for termination has been accepted in writing by the General Manager of the Home Club.

4.3.2 Redundancy: A member who has been made redundant from their main employment, or otherwise lost their job within the contract period and can provide written evidence of entitlement to jobseekers allowance or similar, may apply in writing to the Home Club General Manager to have their membership suspended, or terminated, but only on the basis their membership subscription is paid in full up to the date the request for termination or suspension has been granted in writing by the General Manager of the Home Club.

4.3.3 A Member may apply under clause 4.5 to suspend membership due to serious ill health, upon production of a doctor's letter stating that the member is unfit to play golf/use the facilities. Suspension is at the sole discretion of the General Manager, is for a minimum of three months and will only be granted to fully paid up members through to the end of the current Contract term. For the avoidance of doubt, monthly Direct Debit payers must continue to pay their monthly obligation through the suspension period, with suspended months added to the end of the Contract term.

4.3.4 Hardship: If clauses 4.3.1 to 4.3.3 do not apply and a member is affected by an otherwise unforeseen extenuating circumstance, the Company may at its absolute discretion, consider a request to cancel a membership contract. All requests must be made in writing to the Home Club General Manager and will be dealt with on an individual basis and on the condition that membership subscriptions are paid in full up to the date the request for termination or suspension has been granted in writing by the General Manager of the Home Club.

4.3.5 Your obligations under this contract terminate upon death. The balance of any advanced payments will be refunded.

4.4 The member may cancel this contract on provision of one month's written notice to the Home Club General Manager if:

4.4.1 The company changes the location of your Home Club.

4.4.2 The company permanently and significantly reduces the facilities of your Home Club.

4.5 In all circumstances, save 4.3.5, no notice, or changes will be deemed as being served by the member, unless delivered by recorded delivery, timestamped email, or acknowledged in writing by the Home Club General Manager in accordance with the required notice period as applicable.

5. Cancellation by the Company

5.1 The company reserves the right to cancel or suspend membership at any time and without notice in the following circumstances:

5.1.1 If the member commits a serious or repeated breach of these terms and conditions, the Member Agreement or code of conduct.

5.1.2 If any part of a membership fee due by the Member is not paid (by way of cleared funds) on or before its due date.

5.1.3 If the member provides the Company with details, which the member knows to be false, when applying for membership and the false declaration would have reasonably affected our decision to grant the specific membership to that member.

5.1.4 Should the member, threaten or abuse employees, members, or guests at South Winchester Golf Club, or should the member maliciously damage property, or commit any illegal act at South Winchester Golf Club, or which might reasonably in the opinion of the Home Club General Manager affect the reputation of the Club.

6. Health and Wellbeing:

6.1 Members must seek medical advice as necessary to ensure that intended exercise/use will not adversely affect that member's health and physical condition.

6.2 Each member accepts membership is on the condition that it is the member's responsibility to obtain proper medical advice at all times with regards to any exercise intended to be carried out on the premises. The member undertakes to keep the company and its employees free and harmless from liability which arises as a result of breach of this condition.

6.3 Photography & Video:

6.3.1 You cannot take photographs or video recordings in restricted areas including Changing Rooms, Toilets, Poolside, Spa, Steam Room or Saunas.

6.3.2 You must not take photos or videos of any children under 18 other than your own.

6.3.3 You must respect the rights of other adult members when taking photos or video recordings in other areas of the Club or Course(s). You will be requested to delete them if challenged.

6.3.4 The Company reserve the right to use any individual or group photographs or movie shots of you for press or promotional purposes.

7. Golf Course Facilities:

7.1 Certain categories of membership do not include all of the golf course(s) services and/or club facilities. Services and facilities not included may be available at an additional charge.

7.2 The company reserves the right to make reasonable alterations to the type of facilities provided without notice and the company shall not be liable for any inconvenience caused by building or maintenance works carried out.

7.3 Opening Times:

7.3.1 Open and closing times of the Home Club and its facilities vary throughout the year, and are published at the Home Club.

7.3.2 Hours may be lengthened or shortened with or without prior notice being given at the discretion of the site management team.

7.4 Playing Rights and Benefits: Members are entitled to advanced booking rights, subject to booking conditions at their Home Club.

7.5 Open Play is subject to terms and conditions as varied from time to time and available on the South Winchester Golf Club website at southwinchestergolf.co.uk/terms-conditions.

7.6 A full list of member benefits as varied from time to time are available on the website at southwinchestergolf.co.uk/membership-benefits/.

7.7 The Company reserves the right to set aside facilities exclusively, with notice, for exhibitions, conferences, or other social events and activities.

8. Health and Safety

The Company will use its reasonable endeavours to provide a safe environment for members and guests of the club. As part of Membership, members are expected to abide by notices, signs and information provided for their safety and the safety of others.

9. Limitation of Liability

9.1 The member acknowledges that the Company's obligations and liabilities are exhaustively defined in this agreement.

9.2 Nothing in your contract shall limit or exclude our liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or 3rd party contractors.

9.3 The member is responsible for the consequences of any use of Company facilities, including, but not limited to the golf course(s). The company will not be liable for any indirect or consequential loss, damage, costs, expenses, theft or damage to property, whether arising under contract, (including negligence) or otherwise.

9.4 The Company reserves the right to require any member to make good any damage or destruction of the premises or golf course caused by the member's negligence, default or wrongful act.

9.5 The Company's liability to compensate (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount, having regard to such factors as to whether the damage was due to a negligent act or omission by the Company. The Member and the Member's guests are otherwise responsible for their personal possessions, equipment and vehicles (and their contents) parked on the Company's premises, and are advised not to bring valuable possessions onto the premises.

10. Data Protection and Privacy Policy

The Company takes the privacy of members seriously. For further details on the information we collect from you and how we use and store this information please refer to our privacy policy available on the website southwinchestergolf.co.uk/privacy-policy.