

## MEMBERSHIP TERMS AND CONDITIONS

These terms and conditions apply to all playing members of Bulbury Woods Golf Club. The Club is open to the whole community without discrimination of any kind. We may change these terms and conditions from time to time, but we will always publish these changes on our website, giving at least 14 days' notice of the change.

Members must also abide by the Club Rules of the Club. These cover such matters as how the Club is run, the responsibilities of members regarding dress code, handicaps, competition rules and etiquette on the course.

The Club has differing membership categories detailed on the Club Website and Membership Booklet. The various categories are designed to provide suitable playing options for members' lifestyles and current situations, as well as making best use of the course.

### 1. Definitions

**1.1 'Company': means Burry and Knight Limited, whose registered office is at 10 Hoburne Lane, Christchurch BH23 4HP.**

**1.2 'Club': means either Bulbury Woods Golf Club, Crane Valley Golf Club or Hurtmore Golf Club, as appropriate.**

**1.3 'Club Rules': means the rules of the relevant Club, as amended from time to time by the Company.**

**1.4 'Course': means the golf course or courses of the relevant Club.**

**1.5 'Course Rules' means the rules applicable to the relevant Course, as amended from time to time by the Company.**

**1.6 'List of Tariffs' means the list of membership tariffs applicable to the relevant Club, as amended from time to time by the Company.**

**1.7 'member': means a member of the relevant Club.**

### 2. Categories of membership

2.1 A full list of membership categories and their benefits is detailed on the Club website.

2.2 In all cases, use of the Course is subject to the Company's right to close it pursuant to clause 14 below. All Courses will be closed on Christmas Day and Boxing Day and may be closed on New Year's Day.

### **3. Joining and Renewing membership**

3.1 Not all membership categories may be available at all times and the Club may decide to cease providing certain categories or create new categories at any time. The Club will inform members of any such restrictions when they join or when a category changes or ceases to be available.

3.2 All new members are required to complete an application form. Proof of identification and age verification may be required. Acceptance to membership shall be at the sole discretion of the Company.

3.3 In addition to the subscription fee, new joiners may be required to pay a one-off joining fee. If a joining fee applies, it will be shown in the List of Tariffs.

3.4 All categories of membership cover 12 months from and including the date of joining.

3.5 Some membership categories include affiliation fees, which are paid to various external golfing organisations.

### **4. Membership fees and payment**

4.1 The Club reserves the right to alter the List of Tariffs from time to time. This will normally occur at the start of a calendar year. For the avoidance of doubt, no change in the List of Tariffs will operate to increase a member's subscription level during their current year of membership.

4.2 Nobody becomes a member or has the right to play any Course until the appropriate annual subscription (and joining fee, if applicable) has been paid to the Company.

4.3 All categories of membership cover a 12-month period. Should a member decide to cease membership partway through the year there is no right to any refund.

4.4 Should a member have failed to pay their subscription by the renewal date their membership of the Club will be suspended until full payment has been received. If a member fails to pay their renewal subscription within 1 month of their renewal date, then their membership will be cancelled, and a new membership application will need to be made. Should this occur, a joining fee may be required.

### **5. Other charges**

The Club may provide other services for the convenience of members. These include the provision of lockers. Members will need to apply for the use of these facilities, as there are a restricted number available.

There will be an annual charge for the use of these facilities that will be billed at the same time as the annual membership subscription. There will also be a charge to replace lost keys. These charges are as set out in the List of Tariffs.

### **6. Suspension, cancellation, ill health, relocation & redundancy**

6.1 Membership of the Club is for 12 months. If a member decides to cancel their membership, they must give notice to the Company in writing at least 30 days before their renewal date, otherwise they become liable to pay the following years subscription.

6.2 Should a member cancel their membership or decide to stop playing golf during the course of the year then, save in the circumstances referred to in clauses 6.6 and 6.7 below, no refund becomes payable, whether they paid a subscription by a single annual payment or by third party credit, which

they repay by instalments. If a member cancels any third-party credit arrangement, or it is terminated by the credit provider, and the Company is consequently obliged to return all, or part of the sum advanced by that credit provider, the member will be liable to pay the Company the resultant outstanding balance of the full annual subscription.

6.3 The Company reserves the right to cancel/terminate or suspend membership, at the discretion of the Club's General Manager (who's decision will be final), and to retain all monies that a member has paid for his or her membership in the following circumstances:

6.3.1 If a member commits a serious or repeated breach of these Terms and Conditions or the Club Rules and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice, this will always result in membership termination.

6.3.2 If any part of a membership fee due from a Member is not paid to the Company (in cleared funds) on before its due date.

6.3.3 If a 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 the Company's decision to grant membership to that member.

6.4. If a member suffers long-term illness or injury, which prevents them from playing golf for a period exceeding 3 months in any year of membership then upon the members application to suspend their membership and production of a Doctor's letter stating that the member is/was unfit to play golf, a pro-rata credit may be applied towards their following year's membership subscription. For example, if the annual subscription is £1,200 and the member was unable to play golf for a full 3 months then their following year's subscription would be reduced by £300.00. The maximum credit available is 50% of the following years subscription. The member's application to suspend their membership must be made as soon as is reasonably practicable following the onset of the injury or illness that has rendered the member unfit to play golf.

6.5 If a member is made redundant then he or she can apply to suspend their membership for a minimum of 3 months and a maximum of 6 months subject to the following conditions:

- They provide a letter from their previous employer confirming their redundancy, and
- They have been a member for at least 3 months

The suspension of membership will be at the discretion of the Club's General Manager, whose decision will be final. Any approved suspension period will be added to the end of each membership year. No subscription paid will be refunded.

6.6 If a member moves home and his or her new home is more than 50 miles from the Club and produces proof of their new address in a form reasonably acceptable to the Company then the Company may, in its absolute discretion, allow that member to terminate their membership on 1 month's written notice, in which event the Company will make a pro-rata refund of the membership subscription paid, to a maximum of 6 months.

6.7 Upon the death of a member member's contractual obligations to the Company are terminated. The balance of any advance payments will be refunded to the member's estate from the 1st of the month following the Company's receipt of written notification of the death and a copy Death Certificate.

## **7. Membership Levy cards**

7.1 Shortly after the commencement of membership, all members will be issued with a levy card that is linked to each member's levy card account and can be used for purchases of food and drink, golf shop merchandise or for payment of golf rounds up to the limit available on the relevant card account at the Club. This is not a credit card. A member will be able to place money on their levy card account, either online using the Club's website or by cash, debit or credit card at one of the Club's tills.

7.2 Each member is solely responsible for the safekeeping of their card. If it is damaged, lost or stolen then they should inform the Club as soon as possible, however the Company will not be obliged to make any refunds or other compensation in respect of unauthorised transactions. Replacement cards can be issued at a cost of £5 each or such higher charge as may be set out in the List of Tariffs. Each member can review their levy card account details via the member area of the Club's website.

7.3 Members will be entitled to a discount on food & drink and shop purchases when using their levy card. The level of discount will vary according to the category of membership.

### **7.4 Levy Card Terms & Conditions**

- Top ups can only be made with a valid membership card.
- Discounts will apply, depending on the type of membership category. The Company may vary or remove these discounts at any time, without notice, however the discounts applicable to each individual member may only be varied or removed upon renewal of membership or change of membership category.
- Levy cards will automatically allocate the appropriate discount for the purchase transaction at the point of sale.
- Levy balances are held at each member's Club and cannot be transferred elsewhere.
- Levy balances are advance payments for goods and/or services at the Club. When a member leaves the Club, any outstanding balance can be used for a period of three months. If the balance is not used within this period the balance will be retained by the Company, which will not be obliged to provide any further goods and/or services to the former member.
- The regular rules regarding the purchase of alcohol by or for under 18s apply when using the levy card.
- Pre-paid Levy cards must be used to access the membership levy discount.
- Levy card balances cannot be transferred to another member.
- Levy card top ups can be made in multiples of £10.00.

## **8. Members' Guests**

8.1 Certain membership categories may allow a member to invite a guest to play a round of golf at the Club at a preferential rate, as set out in the List of Tariffs. All guests must sign in at the Pro shop prior to the round and pay the appropriate green fee.

8.2 Members must always accompany their guests on the golf course and ensure that all guests are aware of and comply with the Club Rules. A member may only invite up to 3 guests on any one day.

## **9. Booking Tee Times**

9.1 The Club operates an on-line tee booking system. Tee bookings may be made up to 14 days in advance. The Club reserves the right to change the rules applicable to advanced bookings of tee times.

9.2 All members must book their tee time, either by using the Club's on-line booking system or by telephone to the Club's golf shop. The purpose of booking tee times is for members' convenience and to better manage the use of the course. When booking a tee time, the names of all those playing with the member must be entered on the system.

9.3 All playing members together with any guests are required to register with the Club's golf shop before the start of their round, irrespective of whether or not they have booked a tee time. Any guest or green fees must be paid before the round is started.

9.4 If a member has booked a tee time and finds that they are either unable to play or the number of players has changed, then the booking should be amended on the online system accordingly. Alternatively, the Club's golf shop should be informed as soon as possible.

9.5 The Club will monitor frequent failures to cancel a booking, as this may prevent other members from playing, or lead to a loss of potential revenue in green fees to the Club. Any continued abuse of the booking system may lead to action being taken to suspend or cancel membership under the provisions of clause 6.3.1 above.

9.6 A tee time booking is for up to four golfers. If a booking is made for less than four people, other members or visitors could be added to this booking by the Club or another member.

## **10. Starting Times**

10.1 The Club reserves the right to impose restrictions on starting times and the format of play in order to make best use of the course.

## **11. Liability**

11.1 The Club does not accept liability for damage or loss to either members' property or to a guest's property that may happen at the Club which, for the avoidance of doubt, includes, but is not limited to, the car park, the trolley shed and lockers, as well as the Course, save when a liability arises through the Club's negligence.

11.2 The Club does not accept liability for the injury or death of any member, child or guest that may happen on the premises or grounds of the Club other than a liability that arises due to the Club's negligence. Whilst the Club does have an insurance policy to cover personal injury to members and guests that may be suffered on the Course as a result of negligence on the part of the Club or its employees, this does not extend to damage and loss to property or equipment. The Club encourages all members to arrange their own insurance cover.

## **12. Club Rules**

12.1 The Company may sometimes need to make changes to the Club Rules. If it does so, it will, where reasonably possible, display notices at the Club notifying members of the change(s) at least 45 days before it/they come into effect.

### **13. Health and Safety**

13.1 The Company will endeavour to take due care to provide a safe environment for members of the Club and their guests, as well as other visitors and its own staff. Members are expected to abide by notices, signs and information provided for their safety and the safety of others.

13.2 Fire exits, which are clearly marked, are provided in the interest of public safety and in the event of fire and/ or on hearing the fire alarm, members and guests must make their way in an orderly fashion to the nearest available exit.

### **14. Opening Times**

14.1 Times of opening for use of the Course and other facilities are at the sole discretion of the Club and are referred to in the membership application pack and published on notice boards. The Club may make changes to the standard opening hours by giving not less than 7 days' notice.

14.2 Emergency closure of the Course or other facilities in the event of adverse weather conditions, repair and/or maintenance will be announced via the Club members App as soon as possible.

### **15. Members Code of Conduct**

15.1 The Company reserves the right to restrict and/ or prevent entry of members and guests and/ or to terminate or suspend membership by reason of breach of these Terms and Conditions as referred to in clause 6. Members and guests must at all times comply with the Club Rules (see clause 12) including, but not limited to, the following points:

- Be suitably attired having regard to the occasion and/or intended use of the Course and/or facilities.
- Demonstrate good order and behaviour to each other and to the staff. The use of abusive and/or profane language and the threat of, or use of, violence will not be tolerated.
- Comply with these Terms and Conditions at all times.

15.2 The Company reserves the right to require any member to make good any damage or destruction of the Course or facilities caused by the Member's negligence, default or wrongful act or to indemnify the Company in respect of the same.

### **16. GDPR**

16.1 The Company respects your privacy. Your personal data is protected in the UK by data protection legislation, which imposes on the Company a legal duty to protect any personal information it collects from you. Any personal information that you provide to the Company is held and processed in compliance with this legislation. We will only process it where there is a lawful basis to do so.

16.2 Members data held will be released to other members only in order to facilitate the golfing activities of the club. This will only be members' mobile numbers and/or email addresses for contact/communication and then only with their consent or deemed consent. By entering any Club competitions, members are deemed to have given the Company permission to disclose certain of their personal data, such as their telephone number and/or email address to another relevant member or members. This deemed permission may be withdrawn at any time by the relevant member notifying the Company in writing.

16.3 The Company's privacy policy can be viewed on the Club website.

16.4 Members' data will also be shared with England Golf via the Club's management system in order to facilitate its monitoring of golf handicaps. England Golf's privacy statement can be viewed in the members' area of the Club's website. Any individual member may instruct the Club not to share their data with Golf England.

### **17. Severability**

If any element(s) of this agreement is (or becomes) invalid and/or illegal and/or unenforceable, it shall be deleted. No such deletion will affect the validity or enforceability of the remainder of this agreement.

### **18. Statutory Rights**

Nothing in these terms and conditions will affect your statutory rights.

### **19. Jurisdiction**

Any legal dispute between a member and the Club will be decided in accordance with English law and both the Club and the member submit to the exclusive jurisdiction of the courts of England and Wales.

### **20. Force Majeure**

The health and safety of our members, and the health and safety of our other customers and our team, are our number one priority. We will open the Course and any facility only if both the law and our own health and safety risk assessments tell us we can do so safely. We may need to close the Course and/or facilities, possibly at short notice. If we do so, then we will not be liable to you for any loss caused unless this is due to our negligence.

### **21. Complaints**

Any complaints should be directed to the Club's General Manager.