

Terms and Conditions of FreedomPlay

Membership

Introduction to your terms and conditions

Thank you for choosing to join or renew your Freedom Play membership with us. It is important that you read these terms and conditions and that you sign to say you have understood and accepted them. We may change these terms and conditions from time to time, but we will always post these changes onto your Club's notice board, giving at least 14 days' notice of the change. Definitions used in your terms and conditions

Wherever the following words and phrases appear, they will have the following meaning:

Membership Period means the length of your membership starting from your renewal or joining date. You or your means the person named on your Membership. We, us, our means The Company or one of its subsidiaries, trading as one of our Golf Clubs.

1. Membership Application

- You will receive from us a membership card.
- You can use the facilities as a Member only when you present a valid Membership Card to us.
- In the interests of all fellow members, your Membership Card is only valid with an associated photograph of you and as long as your account is not in arrears. If your Account is in arrears, your card will be automatically suspended and you will be unable to use the facilities as a Member until the arrears are cleared in full. In doing so, You will be unable to use any "credits" remaining on your account.
- In the interests of all fellow members, your Membership Card must have a photograph of you associated with it. This applies only to a member that is 18 or older at the time the card is issued. The photograph will not be printed on the membership card but will be shown to the till operator when your card is swiped.
- You must present your valid membership card before You use the facilities as a member (eg: before playing a round of golf). At our discretion, we may allow you to use the facilities as a Member if you are not able to present your membership card, and we will ask you to present a satisfactory form of photo I.D. (driving licence or passport) before you are allowed to play golf.
- Your Membership is personal to you and for use by you only. If you give your membership card to another person to use our facilities we reserve the right to end your membership with no right to refund.
- If you lose your membership card, we will provide one free replacement to each Member in any Membership Year. Further replacement cards will be subject to a charge of £12 (including VAT). The membership card remains Our property.

2. Membership Fees

- You must pay a subscription fee for each year's membership. This can be by one payment in cash, cheque or by Credit Card.
- Monthly Direct Debit is not available with this product.
- We may vary the annual subscription fee contained in our List of Tariffs at any time. As you will have paid in advance, we guarantee that there will be no increase until your next renewal date.
- We may vary the cost of "credits" purchased without prior notice although we will do our best to communicate such a change, see point 12.

3. Other Fees and Charges

- You will need to pay at the time of joining or at the point of renewal and Affiliation Fee for your Club's local Golf Union which we pass directly and in full to the Union. Affiliation Fees vary from time to time and you will be charged the prevailing rate that is set by the local Union.

4. Payments

- In line with many businesses, we reserve the right to cease accepting cheques as payment at any time.
- Subscription fees are paid in full and refunds are not permitted.
- If you wish to end your membership at the end of the term you may do so by providing one month's notice in writing to the General Manager.
- Should you have any outstanding debt with us of more than 30 days, we reserve the right to use a debt collection agency to collect this. We will send our Debt Collection agency only limited personal data as they require to be able to make contact and communicate with you directly. We may charge you £12 (inc. VAT) to be collected with any arrears falling due. This is an addition to any debt collection costs and court fees we directly incur.

5. Changing Member Category

At our discretion, you may change to a higher-priced membership category at any time, subject to you paying the difference for the remainder of your Membership Year. You cannot change to a lower-priced Membership category until your next renewal date.

6. Termination, Suspension, Relocation or Transfer of Membership

The Company reserves the right to cancel or suspend membership at any time in the following circumstances:

- If a Member commits a serious or repeated breach of these Terms and Conditions or the Club Rules (as defined in clause 7) and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice.
- If any part of a membership fee due by a Member is not paid (by way of cleared funds) on or before its due date.
- If a Member provides us 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 membership to that Member.
- If the Company terminates this Agreement for any of the above reasons, the Company reserves the right to retain all monies that a Member has paid under his Agreement.
- You may apply in writing to the General Manager to suspend your membership due to serious ill health upon production of a Doctor's

letter stating that you are unfit to play golf/use the facilities or have been made redundant and are able to provide a letter from your previous employer outlining your redundancy. Upon the General Manager's agreement in writing your subscription and "credits" will be frozen until such a point that you may return to membership so long as:

- You have been a member for longer than 3 months.
- The term of suspension is for a minimum of 3 months and a maximum of 6 months.
- The suspension of membership will be at the discretion of the General Manager whose decision will be final.
- Upon death or proof of a debilitating medical condition, your contractual obligations to Crown Golf are terminated. The balance of any advanced payments will be refunded from the 1st of the month following written and substantiated notification of such fact.
- 7.7 Freedom Play does not provide the Member with the facility to transfer their membership to another Crown Golf venue or affiliate.
- A member may not downgrade their membership.
- No refunds or release from contractual obligation is provided.

8. Members' Guests

- If you wish to introduce guests, you are responsible for ensuring that they observe the prevailing Club Rules and these terms and conditions. In particular:
- Guests need to pay the appropriate fee as set out in the List of Tariffs prior to playing golf at the venue.
 - Guests need to be aware of and observe the Health & Safety and Liability clauses in these Terms & Conditions. They apply to Guests as if they were Members.
 - We may refuse entry to former Members whose membership has been ended by the Company.
 - You need to accompany your guest at all times.
 - Your guest will be afforded the prevailing member guest rate
 - Guests are limited to a maximum of 3 per day unless an agreement has been sought with the General Manager.

9. Club Rules

These terms and conditions, along with the prevailing Club Rules for the club you join to form the principal agreement between us. A copy of the prevailing Club Rules is available for viewing on request.

10. Health and Safety

- We take your safety seriously, and the following clauses aim to protect the safety of all members and guests.
- You need to adhere to all notices, signs and information intended for the safety of you and others. For your safety, you must ensure that you are not in the path of moving golf balls, moving golf clubs or golf buggies at any time.
 - Emergency exits are clearly marked. In the event of an emergency such as a fire, if you hear the fire alarm or you are asked by a member of staff, go to the nearest exit and assemble at the externally designated assembly point.
 - All our buildings are designated as non-smoking and you must not smoke within them. Some Clubs' local rules also prohibit smoking anywhere in the grounds or on the course. You must observe this rule where it applies.
 - If you suffer an injury on our premises it is your responsibility to report it to a member of staff immediately.
 - Children are always welcome. However, you must be over 18 to bring a child to the Club, they must be under your constant supervision, and you are fully responsible for them at all times. Boys aged eight or older must use the men's changing rooms. Girls aged eight or older must use the ladies' changing rooms.
 - Please familiarise yourself with the local rules governing course closure in poor weather adhering to them when implemented.

11. Liability

We do not accept liability for damage or loss to your property, however, caused, and wherever on our premises or grounds it occurs, including to property you have locked in a designated locker and to your property lost or damaged by other members. We do not accept liability for the personal injury or death of any person that occurs on our premises or on the grounds of the club, however, caused, and wherever on our premises or grounds it occurs. This clause applies to personal injury or death resulting from the actions of any person including other members. Nothing in these terms and conditions excludes or limits our liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law.

12. Opening Times

- Opening and closing times of our facilities vary throughout the year and are published on the noticeboard of the Club. They are subject to variation by us at any time. If we change the opening hours, any changes will be posted on the Club's notice board at least 7 days' before they will take effect. Emergency closure of the premises or facilities in the event of adverse weather conditions, repair and/or maintenance will be announced as soon as possible.
- #### 13. Members Code of Conduct
- The Company reserves the right to restrict and/or prevent entry of Members and guests and/or to terminate membership by reason of breach of these Terms and Conditions as set out in clause 7.
- Members and guests must at all times comply with the Club Rules including but not limited to the following points:
 - Be suitably attired having regard to the occasion and/or intended use of facilities/premises; from time to time a dress code may be published by the Club and you will be required to adhere to it.
 - We will not tolerate fellow Members or our Staff being the subject of any type of abuse, violence, threats, discrimination, profanity or intimidation. You must at all times demonstrate respectful behaviour to Staff and Members. At our sole discretion, we may report any violations of this policy by you to the Police or other appropriate organisations, as well as suspend you from the club immediately and/or terminate your membership.

c. Comply with these Terms and Conditions including those headed "Health and Safety"

d. The Company reserves the right to require any Member to make good any damage or destruction to the premises or facilities caused by the Member's negligence, default or wrongful act.

14. Personal Effects

Our liability to compensate you for any loss or damage (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 whether the damage was due to a negligent act or omission by us. Members and the guests of any Members are otherwise responsible for their personal possessions, equipment and vehicles (and their contents) parked in the car park and are advised not to bring valuable possessions onto the premises.

15. Disclaimer

The Company will use its reasonable endeavours to ensure that all facilities are maintained in full working order and the Company will compensate the Member for any loss or damage which the Member may suffer if the Company fails to carry out its obligations under this Agreement or to a reasonable standard or breaches any duties imposed on the Company by law (including if the Company causes the death or personal injury to the Member by the Company's negligence) unless that failure is attributed to:

- the Member's misuse of the facilities;
- the Member's disregard or breach of health and safety rules and procedures of the premises or breach of this Agreement;
- a type or level of exercise/use which is not suited to the Member's physical limitations or otherwise aggravates ailments, disability or life-threatening conditions;
- other circumstances attributable to the Member's own fault;
- a third party unconnected with our provision of services under this Agreement;
- events which neither we nor our suppliers could have foreseen or forestalled even if we had taken all reasonable care.
- Members must seek medical advice as necessary to ensure that the intended exercise/use will not adversely affect the Member's health and physical condition. The Company will not accept any responsibility or liability for injury, disablement or loss of life where this is caused by the circumstances above. Each Member accepts Membership on the condition that it is the Member's responsibility to obtain proper medical advice at all times with regard to any exercise intended to be carried out at the premises. Each Member undertakes to keep the Company and its staff free and harmless from liability which arises as a result of a breach of this condition.

16. Lost Property

Should you find property that appears lost this should be handed to a member of staff immediately. Lost property kept in the possession of the club for more than 3 months may be disposed of.

17. Crown Golf's Network

Freedom Play provides no reciprocal membership rights

18. Restriction of Facilities

From time to time the club may withdraw facilities to go about the maintenance of the facility; reasonable notice by way of notices will be provided.

19. Data Protection

Each member acknowledges that We are a data processor within the meaning of Data Protection Act 1998. Save the need to refer a debt to a third party agency for that specific reason, We shall not disclose a Members' personal data to any other third party in any circumstances other than at the member's request or where is required or permitted by law.

20. Credits

May be purchased in denominations published in advance by the club. Credits are non-refundable and their cost may alter without written notification although every effort will be made to inform members of changes in advance.

- Credits cannot be used should the membership period have lapsed
- Annual credits have a 12-month expiry and Top Up credits expire after 2 years. All credits expire if membership is not renewed.
- Credits are non-transferable
- Credits have no redeemable value
- Credits may be used to play golf in conjunction with the corresponding "Freedom Play time template", which alter in line with GMT moving to BST. We reserve the right to change the "time template" provided 7 days notice is given by means of the club noticeboards.
- Credits may not be used to hire buggies
- Credits cannot be used to pay for guests, food & beverage items, retail product or any other product.
- Your balance of Credit's is available at the Club Pro Shop or by phoning the Club Pro Shop (you will be required to present your membership card in person or confirm your address and DoB if phoning).

21. Advance Bookings

- Tea bookings may be made in person, by phone or on-line within 12 days of the tee time requested.
- Tea bookings may be cancelled up to one hour before the tee time after which the booking and associated "credits" will be deducted.
- Tea bookings made in advance hold "credits" as a balance against the future booking – if insufficient "credits" are available for a further booking the prevailing full visitor green fee will then be requested.
- If a future tee booking is cancelled any "credits" held against the tee booking are released and become available again.