

Terms & Conditions

We may change these terms and conditions from time to time but we will always post these changes onto your clubs notice board, giving at least 14 days' notice of the change.

1. Member Application

Application Forms (including payment terms) must be properly completed. No application will be accepted until clearance of relevant cheque/s and/ or the appropriate Direct Debit form is completed. Acceptance to membership shall be the sole discretion of the Company.

2. Fees

2.1 Amount

Members must pay a subscription fee for each year's membership. The Company reserves the right to vary the amount of subscription fees contained in its List of Tariffs at any time. For 3 year contracts an annual increase cap of no more than £60 will be applied to years 2 and 3. Members will be given no less than 14 days' notice of any proposed increase. Rates may be increased at the time of the Member's renewal.

Charges for certain facilities, the use of which are not included in the subscription fee, are displayed at the premises. Charges may be varied from time to time.

2.2 Joining Fees / Start Up Fees

In addition to the subscription fee you may pay a one-off joining fee on the date of acceptance of membership. This is the rate shown in our List of Tariffs.

2.3 Affiliation Fees

This is a fee that varies according to which Club joined and is payable annually. It will not necessarily be on display in the Club/List of Tariffs as it is paid to various external golfing organisations.

2.4 Payment Terms

Initial payment comprising joining fee, part payment, first monthly or annual subscription fee (where applicable) shall be due and payable on the date of acceptance of membership. Thereafter, subscription fees are payable either monthly on our direct debit system, allowing the Member to spread the year's cost over the course of a year, or annually, as elected by the Member, and payable by cash, cheque, Direct Debit or selected credit cards. Members paying by Direct Debit are required to notify the club in writing of their wish not to continue with membership at the end of their contract. As described in 2.8, we will continue to take membership payments and will process Annual Direct Debits automatically at the start of each membership year unless otherwise notified.

2.5 Direct Debit Payments

If the member defaults on Direct Debit payments a £10 administration charge will be applicable for each month a direct debit transaction defaults.

2.6 Crown Golf reserves the right to use a debt collection agency to collect outstanding balances owed to them.

2.7 Debt outstanding for over 30 days may be referred to a debt collection agency. A charge of £75 will be applied to the outstanding balance to cover the debt collection charges.

2.8 Upon expiry of membership contract we will continue to take your membership payments in order that you retain your membership place or until you inform us to cease collection.

2.9 For Members of the Freedom Play scheme, please refer to the Freedom Play terms and conditions which are published separately and specifically applicable to the Freedom Play scheme.

3. Termination, Suspension, Relocation or Transfer of Membership

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

3.1 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.

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

3.3 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.

3.4 You may apply 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.

- If you have been a member for longer than 3 months

- For a minimum of 3 months and a maximum of 6 months

- Any approved suspension period will be added to the end of each membership year.

- The suspension of membership will be at the discretion of the General Manager whose decision will be final.

3.5 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 notification.

3.6 A member wishing to relocate will have their membership transferred to the nearest available Crown Golf venue or affiliate.

A member wishing to relocate must pay the appropriate membership and administration fees prevailing at the time of changing club. A member may not downgrade their membership. No refunds or release from contractual obligation will be provided to members relocating during the current year

of any contract period. If no Crown Golf venue or affiliate is within 30 miles of the relocation address (as defined by AA Route Finder), release from future years contractual obligation will be granted. Proof of relocation is validated by a utility bill from the new address.

3.7 Membership may be transferred at any time, providing the terminating member owes no residual subscriptions or changes to Crown Golf. The terminating member must be present with the new member and a Crown Golf representative to complete the transaction and must return his/her membership card. An administration charge and appropriate subscriptions must be paid before the new member is issued membership. The newly issued membership shall contain this same transfer privilege. The Membership must be transferred within 45 days to be validated. Acceptance of the incoming member is at the discretion of the General Manager whose decision will be final.

4. Changing Member Category

3 year membership cannot be downgraded to a cheaper membership during the contract period. Members can only change their category of membership, subject to the Company's consent in writing and payment of applicable fees, which are contained in the List of Tariffs.

5. Guest Rules

Members wishing to introduce guests must observe the relevant Club Rules, in particular:

5.1 The Company reserves the right to refuse entry to guests, including former Members whose

Membership has been terminated by the Company;

5.2 Guests must pay the appropriate fee as detailed in the List of Tariffs;

5.3 For the duration of permitted use of the Club, guests must observe these Terms and Conditions, including the "Disclaimer" and "Health and Safety" conditions as though they were fully paid Members;

5.4 Guests must be accompanied on the course by the Member introducing them.

6. Club Rules

These terms and conditions, along with the contract, form the principle agreement between you and Crown Golf. In signing the Terms and Conditions, the Member is expected to comply with the Club Rules that are available for viewing on request.

The Company may sometimes need to make changes to the Club Rules. If we do this we will, where reasonably possible, display notices in the Club notifying you of the change at least 45 days beforehand.

7. Health and Safety

7.1 The Company will endeavour to take due care to provide a safe environment for Members. As part of membership, Members are expected to abide by notices, signs and information provided for their safety and the safety of others.

7.2 Fire exits, which are clearly marked, are in the interest of public safety and in the event of fire and/ or on hearing the fire alarm, Members and guests are asked to make their way in an orderly fashion to the

nearest available exit.

8. Opening Times

Various times of opening for use of facilities and premises is at the sole discretion of the Club and are contained in the 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. 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.

9. 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 3. Members and guests must at all times comply with the Club Rules (see clause 7) including but not limited to the following points:

- Be suitably attired having regard to the occasion and/ or intended use of facilities/premises;

- 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 including those headed "Health and Safety";

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

10. 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.

11. Definitions

You, the Member - all the people named over the page. The Company/Club - Crown Golf/Crown Golf Venue. Your Renewal comprises of an application form including these Terms and Conditions of membership. Disclaimer The Company will use its reasonable endeavors 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:

i) the Member's misuse of the facilities;

ii) the Member's disregard or breach of health and safety rules and procedures of the premises or breach of this Agreement;

iii) 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;

iv) other circumstances attributable to the Member's own fault;

v) a third party unconnected with our provision of services under this Agreement;

vi) 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 breach of this condition.