

MEMBERSHIP TERMS & CONDITIONS

These Terms and Conditions apply to all Members and are agreed between the Member and Sunbury Operations trading as Sunbury Golf Club (the “Club”, “we” “us” or “our”)

1. Definitions.

1.1 In these Terms and Conditions, whenever the following words and phrases appear, they will have the following meaning, unless the context requires otherwise:

Code of Conduct: the standards of behaviour required for use of the Club and its facilities, as varied from time to time and available on the Website.

Contract: your completed Membership Agreement and these Terms and Conditions (as amended from time to time in accordance with clause 1.3), which together form the entire agreement between us and you in relation to your Membership.

Cooling Off Period: as defined in clause 8.2.

Home Club: the club which is owned or operated by Crown Golf at which you are (or will be) a Member.

Lead Member: a Member who is responsible for his or her own Membership and the Membership of any Linked Member(s).

Linked Member: a Member whose Membership is linked to that of a Lead Member (usually a child, partner or spouse of the Lead Member).

List of Tariffs: the fees applicable for Membership of the Club and the golf union fees payable to Golf England and the respective county.

Member, you or your: the person named on the Membership Agreement.

Membership: your entitlement to use the Club and its facilities in accordance with the Contract.

Membership Agreement: the application form to be completed by you, as provided by us, for the Membership. The Membership Agreement sets out details of your Home Club, Membership type and category, associated subscriptions and fees payable.

Membership Fees: the charges payable for the Membership, as amended from time to time in accordance with clause 3.6 or 5.9.

Membership Year: any consecutive 12-month period of the Membership.

Start Date: the date that your Membership starts.

Terms and Conditions: the terms and conditions set out in this document.

Website: www.sunburygolf.co.uk

You/your: means the person named in the Membership Agreement who applies for the Membership.

- 1.2 **Please read these Terms and Conditions carefully before you submit your Membership Agreement to us or become a Member of the Club. In particular, any sections in bold font should be carefully considered by you. These Terms and Conditions tell you who we are, how we will provide the Membership to you, how you and we may change, suspend or end the Membership or the Contract, and other important information. Our acceptance of the Membership Agreement completed by you shall constitute a legally binding agreement between us and you.**
- 1.3 We reserve the right to alter these Terms and Conditions from time to time. Any amendments may be sent to you via email, post and/or posted on the Website at least 14 days in advance of any changes taking effect.
- 2. Contact information**
- 2.1 You can contact us by telephoning us at 01932 771 414 or by writing to us at s.crysell@sunburygolf.co.uk or Sunbury Golf Club, Charlton Lane, Shepperton, Middlesex, TW17 8QA
- 2.2 If we need to contact you, we will do so by telephone or in writing to you at the email or postal address you provided to us in your Membership Agreement. You must inform us as soon as reasonably practicable of any change in the contact details provided by you in the Membership Agreement so that we can perform our obligations under the Contract.
- 2.3 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.
- 3. Our Contract with you and the Membership**
- 3.1 These Terms and Conditions, along with your Membership Agreement, form the Contract between you and us. The Start Date of the Contract shall be the date that we accept your Membership Agreement.
- 3.2 We reserve the right not to offer Membership to any person for any reason. Acceptance by us of your Membership Agreement is at our sole discretion.
- 3.3 **The Membership will start on the Start Date and continue for a Membership Year unless either you or we terminate the Contract in accordance with these Terms and Conditions. Upon expiry of each Membership Year, the Contract shall automatically renew for another Membership Year unless either you or we terminate the Contract in accordance with these Terms and Conditions.**

3.4 Your Membership is dependent on:

- (a) you paying the Membership Fees for each full Membership Year; and
- (b) your compliance with these Terms and Conditions and the Club's Code of Conduct.

3.5 We reserve the right to verify the information provided by you at any time during your Membership, to ensure that you are eligible for the particular membership category you apply for in a Membership Agreement.

3.6 You may request an upgrade of your membership category at any time during a Membership Year. Any upgrade is subject to you agreeing to the payment of additional Membership Fees and is always at our discretion. You may not downgrade your Membership during any Membership Year but may downgrade in subsequent terms provided you give 30 days written notice in advance of the end of the current Membership Year.

3.7 Linked Members must live at the same address, as evidenced by the provision of 2 separate proof of address. The Lead Member is responsible for payment of the Membership Fees for his or her own Membership and that of any Linked Member. If a Lead Member ceases to be a Member for any reason, the membership of all Linked Members shall cease at the same time. If a Linked Member wishes to retain his or her Membership after the Lead Member ceases to be a Member, the Linked Member can apply for Membership in his or her own right.

4. Membership Card

4.1 Membership cards are issued to all Members and must be shown at the Club to gain entry on each visit made to the Club or its golf course(s).

4.2 You must inform us as soon as possible if your membership card is lost or stolen. We reserve the right to charge you £20 for replacing a lost, stolen, or damaged membership card.

4.3 Membership cards are personal to you. You must not share, sell, lend, or otherwise allow any other person to use your membership card. Any fraudulent use of the membership card by you or any third party to whom you give (or allow to use) your membership card may result in termination of the Contract by us and cancellation of your Membership.

4.4 Where the Contract is terminated by us in accordance with clause 4.3, no refund for any pre-paid Membership Fees (or any other pre-paid fees or charges) will be payable by us. For those Members who pay on a monthly basis, where clause 4.3 applies, we shall be entitled to issue you with an invoice for the Membership Fees for the remainder of the applicable Membership Year, with payment by you due on demand.

- 4.5 The membership card remains our property and must be promptly returned to us, upon termination or expiry of your Membership for any reason.

5. Fees payable by you

- 5.1 You will be notified of your Membership Fees ahead of us accepting your Membership. These are calculated in accordance with our List of Tariffs and the membership category that you have purchased as set out in your Agreement with us.
- 5.2 You agree to pay the applicable joining fee before the Start Date and the relevant portion of the Membership Fees as set out in clause 5.3 below. For the avoidance of doubt, you will not be granted access to the Club or any of its facilities or courses until the joining fee and Membership Fees have been paid in full and have cleared in our account.
- 5.3 Membership Fees for each Membership Year must be paid:
- (a) annually in advance via a single annual direct debit; or
 - (b) monthly in advance via monthly direct debit.

The Membership Fees are payable unless and until the Contract between you and us is terminated or cancelled for any reason.

- 5.4 Annual direct debit payments are collected on or around the 1st day of the month of the new Membership Year. Monthly direct debit payments are collected on or around the 1st day of each calendar month.
- 5.5 Any other fees or charges payable by you may be paid by non-recurring payment methods as published by the Club from time to time.
- 5.6 Where the Start Date is any date other than the first date of the month, your Membership Fees for that month will be calculated on a pro-rata basis for the period of time between the Start Date and the end of the first month.
- 5.7 **The Membership Fees are non-refundable after the Cooling Off Period referenced in clause 8.2.**
- 5.8 Membership Fees are specific to the membership category selected by you (as set out in the Membership Agreement or as amended from time to time in accordance with clause 3.6). Certain membership categories benefit from a discount where the Membership Fees are paid annually in advance. Any such discount will be included in the Membership Fees set out in the Membership Agreement and the discount is not applicable in addition to those stated Membership Fees.

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- 5.9 We reserve the right to review the fees in our List of Tariffs on an annual basis and the right to increase the fees by no more than 10%. Any increases in the Membership Fees will only take effect for the next Membership Year. We shall give you no less than 30 days' notice of any changes to the Membership Fees in advance of any new Membership Year.
- 5.10 Charges applicable for any facilities which are not included in the Membership Fees are displayed at the Club and we reserve the right to vary such charges at any time and without notice.
- 5.11 **If we are unable to collect the Membership Fees by direct debit on the due date, or you fail to pay any other outstanding fees or charges, your Membership shall be suspended unless and until you have made payment in full of the outstanding Membership Fees (or other fees or charges) to the Club directly. We also reserve the right to terminate the Contract in accordance with clause 8.8.**
- 5.12 **Where clause 5.11 applies and you have not paid your Membership Fees or any other charges by the agreed date set out in your Membership Agreement we may:**
- (a) resubmit the request for the direct debit payment due to us. For each failed direct debit submission, we reserve the right to charge you a £20 administration charge. Furthermore, you may be charged by your bank for the resubmission request; we will not accept any liability or responsibility for any bank charges you accrue as a result of this happening; and/or**
 - (b) issue you with an invoice for the remainder of the Membership Fees for the Membership Year, which is payable by you within 15 days of receipt.**
- 5.13 If Your Membership Fees are not paid by you for a period of more than 30 days from the due date, we reserve the right to refer the matter to a third-party debt collection company. You agree to indemnify us against all costs and losses we may incur in enforcing any non-payment by you of any sums due to us under this Contract.
- 5.14 All Members are required to be registered with their County and the England Golf Union. These fees are published annually by the County and are payable by you in the first payment for each Membership Year. These fees are paid directly to the relevant governing bodies in full (subject to VAT) and are non-refundable.
- 5.15 Membership Fees will not be refunded where you have chosen not to attend the Club for any reason. Your Membership allows you access to the Club and facilities, it is not based on your usage of them.

6. Golf bookings

- 6.1 Members are entitled to advanced booking rights, subject to booking conditions at their Home Club.
- 6.2 All golf sessions must be booked by you in advance. We have the right to refuse you access to the golf course at the Club where a prior booking has not been made. Bookings can be made (subject to availability), online, over the phone or in person, at the Club.
- 6.3 Open Play is subject to terms and conditions as varied from time to time and available on the Website and will always be at the Clubs sole discretion.

7. Club 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 in your Membership may be available at an additional charge.
- 7.2 We reserve the right to make reasonable alterations to the type of facilities provided at any club owned or operated by us without notice and we shall not be liable for any inconvenience caused by building or maintenance works carried out from time to time.
- 7.3 Open and closing times of the Club and its facilities vary throughout the year and are published at the Club. Hours may be lengthened or shortened with or without prior notice, at the discretion of the General Manager.
- 7.4 A full list of member benefits as varied from time to time are available on the Website.
- 7.5 We reserve the right to set aside facilities exclusively, with notice, for exhibitions, conferences, events or other social events and activities.
- 7.6 We may change the facilities offered by the Club:
 - (a) to reflect changes in relevant laws and regulatory requirements; and
 - (b) to implement minor technical adjustments and improvements, for example to address a security threat.
- 7.7 We may suspend your access to the Club or your use of the Club's facilities:
 - (a) to deal with technical problems or make minor technical changes;
 - (b) to update the facilities offered by the Club to reflect changes in relevant laws and regulatory requirements; or
 - (c) to investigate any complaints that we receive about you.

- 7.8 We will use reasonable endeavours to keep any suspension of access to the Club or use of the Club's facilities to a minimum. We will use reasonable endeavours to notify you in advance to tell you we will be suspending access to the Club and/or its facilities unless the problem is urgent or an emergency.
- 7.9 Except where clause 7.7(c) or 7.10 applies, if we have to suspend all access to the Club and its facilities for a period of more than 30 consecutive days, any additional days in which you cannot access or use the Club shall be added to the end of the relevant Membership Year.
- 7.10 You acknowledge that access to and use of the golf course(s) at the Club is dependent on the weather conditions. Where access to or use of the golf course(s) is suspended due to the weather, clause 7.9 shall not apply.

8. Cancellation and suspension

- 8.1 Any request for cancellation or suspension of your Membership must be made in writing to the General Manager of your Home Club and shall only be deemed to be received when delivered personally by you, delivered by recorded delivery, sent by email with a corresponding "read receipt", or otherwise acknowledged in writing by the General Manager.
- 8.2 You may cancel your Membership for any reason and at any time within 14 days of the Start Date ("Cooling Off Period"). Once the Cooling Off Period has expired, the first Membership Year shall begin and you may only cancel your Membership in accordance with clauses 8.5, 8.6 or 8.7.
- 8.3 Where you cancel your Membership during the Cooling Off Period, we shall refund any Membership Fees already paid by you, less a £10 administration charge and your payment of the applicable green fees for any golf played by you during the Cooling Off Period.
- 8.4 Your Membership shall automatically renew at the end of each Membership Year. Other than where clauses 8.6 or 8.7 apply, you cannot cancel your Membership during a Membership Year. For the avoidance of doubt, you will be committed to pay us in full for each Membership Year that your Membership continues.
- 8.5 Where you do not wish to renew your Membership, you must provide us with at least 30 days written notice prior to the end of the given Membership Year. The notice must be in the form set out in clause 8.1 above. Where you give notice in line with this clause 8.6, your Membership will terminate at the end of the Membership Year.

8.6 You may be entitled to cancel or suspend your Membership in the circumstances set out below.

- (a) Relocation (cancellation). You may cancel your Membership on the basis of relocation if your new home address is greater than 30 miles from the nearest Crown Golf club. If your new home address is less than 30 miles from another Crown Golf club, you may be entitled to transfer your Membership under section 8.6(b) below. You must provide copies of 2 utility bills, or a driving licence and 1 utility bill, which confirm your new address.
- (b) **Relocation (transfer).** You may be entitled to transfer your Membership to another Crown Golf club if your new home address is within 30 miles of another Crown Golf club. If any of the applicable fees at the new Home Club are greater than the fees at the current Home Club, then you must make any balancing payment upon transfer. No refunds will be made for membership category downgrades on relocation of your Home Club within the Membership Year although subsequent Membership Years will be charged at the applicable rate for your new Home Club.
- (c) **Redundancy.** You may cancel or suspend your Membership on the basis of redundancy or the loss of your job. You must provide evidence that you cease to be employed and/or have been made redundant (such as a letter from your employer confirming the redundancy or your entitlement to claim jobseeker's allowance).
- (d) **Serious ill-health or pregnancy.** You may suspend your Membership in the event of a serious illness or other certified medical condition, including pregnancy. You must provide us with suitable medical evidence (such as a doctor's note) confirming that you are unable to use the Club facilities and are unfit to play golf due to your medical condition. Any suspension of Membership under this clause 8.6(d) will be granted for a minimum of three months and will last only until the end of the Membership Year. For Members who pay monthly, you must continue to pay the Membership Fees and any suspended months shall be added to the end of the relevant Membership Year.
- (e) **Other hardship:** If clauses 8.6(a) to 8.6(d) do not apply and you are affected by an otherwise unforeseen extenuating circumstance, we may, at our sole discretion, consider a request to suspend or cancel your Membership. All requests will be dealt with on an individual basis and may be subject to additional conditions.
- (f) **Death.** Your obligations under this Contract terminate upon death. The balance of any Membership Fees paid in advance will be refunded.

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Any request by you to suspend or cancel your Membership must be made in writing to the General Manager of your Home Club and you must provide any supporting documentation reasonably requested by us (in addition to the above). Any request for cancellation or suspension must be given in writing by the Member 30 days before the cancellation or suspension is requested to take effect (except in the case of clause 8.6(f)) and the General Manager's approval in writing (which will not be unreasonably withheld). Any request made under this clause may be reasonably refused if your Membership Fees have not been paid in full up to the date that the cancellation or suspension is requested to take effect.

8.7 You may also cancel your Membership on giving the General Manager of your Home Club at least 30 days' notice in writing if:

- (a) we close your Home Club;
- (b) we change the location of your Home Club;
- (c) we permanently and significantly reduce the facilities available at your Home Club.

In such circumstances, we will refund any amount paid by you to us, for the Membership, for any period of the Membership Year that you will no longer be a Member of the Club. Where you have chosen to pay monthly rather than annually, we will not charge you for any period where you will cease to be a Member of the Club.

8.8 We may terminate the Contract if you do not comply with the Contract or any other mandatory rules or requirements of the Club which have been made known to you. We may terminate the Contract at any time by writing to you if:

- (a) you commit a serious breach of these Terms and Conditions or the Code of Conduct and the breach, if capable of remedy, is not remedied within 7 days of us notifying you to do so;
- (b) you do not make any payment to us when it is due;
- (c) you provide us with details which you know are false when submitting your Membership Agreement to us and the false declaration may have affected our decision to grant membership to you;
- (d) any act by you, or a failure to act, or your conduct, whether or not the subject of a complaint by another member or group of members, is in our reasonable opinion, potentially harmful or injurious to our reputation, goodwill, name or interests;
- (e) you cause nuisance or annoyance to, or threaten, abuse or harass, other users of the Club or any of our employees;
- (f) you wilfully damage any of the Club's property; or
- (g) you commit any illegal act at any club owned or operated by Crown Golf.

- 8.9 If we terminate the Contract under clause 8.8, you will not be entitled to a refund of any money you have paid in advance for the remainder of the Membership Year in which the termination took place. Where you have not paid in advance, we reserve the right to charge you for all outstanding fees which would have fallen due in the remainder of the Membership Year.
- 8.10 Where we terminate the Contract under clause 8.8, your Membership will immediately cease; you will lose all privileges and rights that you may have otherwise received with the Membership including, but not limited to, your right to access or use the Club or any of its facilities.
- 8.11 Cancellation of your Membership or termination of the Contract by you or by us shall not affect or prejudice any right to damages or other remedy which you or we may have in respect of the event giving rise to the cancellation or termination, or any other right or remedy which you or we may have in respect of any breach of the Contract which existed at or before the date of cancellation or termination.
- 8.12 We have the right to terminate the Contract for any reason upon providing you with 30 days written notice. In such circumstances, we will refund any amount paid by you to us, for the Membership, for any period of the Membership Year that you will no longer be a Member of the Club. Where you have chosen to pay monthly rather than annually, we will not charge you for any period where you will cease to be a Member of the Club.

9. Health and Safety and Code of Conduct

- 9.1 You are responsible for ensuring that use of the Club and its facilities will not adversely affect the health and physical condition of you, any Linked Member, or any guest of yours. You acknowledge that our acceptance of your Membership is strictly conditional on you always obtaining appropriate medical advice with regards to any exercise intended to be carried out on the premises. You undertake to keep the Club and its employees free and harmless from any liability, damage, loss, cost, or expense which arises as a result of your breach of this condition.
- 9.2 You must comply at all times with the Code of Conduct when at the Club and/or using its facilities. You can find a copy of the current version of the Code of Conduct on the Website or by asking for a copy from one of our staff members at the Club.
- 9.3 While we shall use reasonable endeavours to provide a safe environment for members and guests of the Club, you must adhere to all signs, notices and information intended for your safety and the safety of others at the Club. For your safety, you must ensure that you are not in the path of moving golf balls or clubs at any time.

- 9.4 If you suffer an accident whilst at the Club and/or using any of its facilities (including the golf course(s)), you must promptly report details of the incident to a senior member staff on duty. We do not accept liability for any accident or injury caused to you whilst at the Club, other than that which arises as a result of our negligence.
- 9.5 **Photography & Video.** You must not take any photographs or video recordings in restricted areas including changing rooms and toilets. You must not take any photographs or video recordings of any children under the age of 18 other than your own children. You must respect the rights of other adult members when taking photographs or video recordings in other areas of the Club or on any golf course(s). You will be required to delete any photographs or video recordings if challenged. A breach of this clause 9.5 may result in termination of your membership in line with clause 8.8 above.
- 9.6 You consent to the use any individual or group photographs or video recordings of you for press or promotional purposes. We shall take reasonable steps to obtain your permission for photography or video recordings in advance. Such photographs or recordings will be handled in accordance with our privacy policy, available on the Website.
- 10. Limitation of liability**
- 10.1 **We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with the Contract between us and you, we are responsible for direct loss or damage you suffer that is a foreseeable result of our breach or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.**
- 10.2 Other than where we are liable under clause 10.1, you are responsible for the consequences of any use of Club facilities, including, but not limited to the golf course(s). You must take reasonable care when using the Club facilities and the golf course(s) (including but not limited to, checking the playing surface of the golf course(s) to confirm that it is suitable for you to use, before commencing play).
- 10.3 We reserve the right to require compensation from you in the event of your breach of the Contract, or any damage or destruction to the Club, its grounds, and its facilities (including any golf course(s)) that is caused by your negligence, default, or wrongful act.
- 10.4 Where you sustain loss or damage as a result of us failing to comply with clause 10.1, you must notify of us of this in writing within 7 days of the alleged loss or damage occurring. Such notification must be sent to the General Manager. We may be liable to pay you reasonable compensation, having taken due regard for your and our acts and omissions in causing or contributing to losses you may have incurred.

- 10.5 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors or, for fraud or fraudulent misrepresentation.
- 10.6 We do not accept any liability for your cars (or other vehicles), the contents of such vehicles or other possessions or property that you bring to the Club. All such items are brought to the Club at your own risk. We strongly advise that you do not bring any possessions or items of value to the Club.
- 10.7 We will not be liable to you under any circumstances for the following losses, whether arising under contract, tort (including negligence), breach of statutory duty or otherwise:
- (a) indirect loss, damage costs or expenses, howsoever arising;
 - (b) loss of revenue, business contracts, goodwill, anticipated savings, profits, or use of facilities, whether indirect or direct; and/or
 - (c) any theft or damage to property.
11. How we may use your personal information
- 11.1 We take 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.
12. General terms
- 12.1 We are not responsible for delays outside our control. If our performance of the Contract is affected by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.
- 12.2 We may, at our sole discretion, transfer our rights and obligations under the Contract to any other person or organisation, providing that such assignment or transfer does not result in any material changes to the Contract. You may only transfer your rights or your obligations under the Contract to another person with our written consent.
- 12.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, other than where you or we have transferred our rights to another person under clause 12.2.
- 12.4 If a court finds part of this Contract illegal or unenforceable, the rest will continue in force. Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

- 12.5 Even if we delay in enforcing this Contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under the Contract, or if we delay in taking steps against you in respect of you breaching the Contract, that will not mean that you do not have to do those things, nor does it prevent us taking steps against you at a later date. For example, if you miss a payment and we continue to provide you with access to the Club, we can still require you to make the payment at a later date.
- 12.6 These terms are governed by English law and you or we can bring legal proceedings in respect of the Membership Agreement in the Courts of England and Wales.