

# Terms & Conditions

## **1.0 Fees**

Silbury Golf 2020 Ltd is the trading name of Collingtree Park Golf Club.

### 1.1 Amounts:

All Members must pay a Membership Fee annually, according to the category of Membership, chosen at the time of the purchase. CPGC reserves the right to vary the Membership Fee at the time of the Member's renewal in accordance with the clause 2.6 below. The fees, as well as any privileges and restrictions that may apply to the use of the Club facilities shall be determined by the category of Membership purchased by the Member. Membership joining, administration and subscription fees are non-refundable. Membership charges are subject to annual review, any changes are to be communicated. Membership charges include VAT (if applicable), changes in the applicable rate may be made by the regulatory authority from time to time. The company reserves the right to pass on such changes at its discretion.

### 1.2 Administration & Joining Fees:

New Members may be required to pay a non-refundable Joining Fee which is due at the point of Joining of the Membership term. Should a member leave and then re-join at a later date, further joining fee become payable at the rate prevailing at the time of re-joining.

### 1.3 Golf Insurance Fee:

There will be a compulsory insurance fee, additional to the Membership fees, paid annually at time of joining/renewal. This is a fixed amount and will not be prorated.

### 1.4 NGL Affiliation Fee:

The Northants Golf Limited Affiliation fees will be additional to the Membership fees and paid annually at the time of joining/renewal. This is a fixed amount and will not be prorated.

### 1.5 Membership Subscriptions:

Members have a choice to pay their fees either by instalments, allowing the Member to spread the full year's Membership Fee over the course of several months, or in full for the commitment period, and then annually thereafter via automated payment or selected credit cards. The type of payment is elected by the Member.

### 1.5 Initial Payment

The Initial payment, which includes the Insurance Fee, NGL Affiliation Fee and Joining Fee (if applicable), pro-rata payment for the current month, first monthly or annual Membership fee (where applicable), shall be due on the first day of the date of acceptance of Membership. This includes the payment for the joining member.

### 1.6 Amended Charges:

Members are notified in writing of any changes in their subscription with a minimum of two weeks' notice. Where the rate review date falls within a commitment period and the member is paying monthly the increased charge will apply.

### 1.7 Missed & Late Payments:

Member status is maintained provided the Membership is current and fully paid up, or payment arrangements acceptable to the Club have been made, otherwise the access to the Club premises may be refused. Non-payment will incur an administration fee of £30. If an overdue subscription is not paid within 14 days, the subscription for the remainder of your commitment period will become payable, in full. Once outstanding fees have been met in full, normal access rights will be reinstated. In the event of missed payments for monthly payment option members, separate terms apply.

### 1.8 Recovery Action

These Terms and Conditions, along with the Joining/Renewal Form, form the principal Agreement between the Member and CPGC. In signing the Joining/Renewal Form, the Member is expected to comply with the Club Rules that are available on the club website, in the members area.

## **2.0 Membership Conditions**

### 2.1 Member Application

Application Forms must be completed by all Members when purchasing Membership. No application will be accepted until clearance of relevant fees is completed. Acceptance and subsequent renewal of Membership shall be at the sole discretion of the CPGC. The payment terms will be stated on the Application Form or in an accompanying Information Pack.

### 2.2 Contract & Club Rules

These Terms and Conditions, along with the Joining/Renewal Form, form the Principal Agreement between the Member and CPGC. In signing the Contract, the Member is expected to comply with the Club Rules that are available on the Club

website. The Company may sometimes need to make changes to the Club Rules. If we do this we will, where reasonably possible, send communications notifying you of the change.

### 2.3 Commitment

Membership of the club involves an ongoing commitment. Golf membership is a commitment from the date of joining until the following renewal date and is reviewed annually thereafter. Golf membership will terminate on the renewal date unless intention to renew is indicated by way of completed Renewal Forms, or membership payment.

### 2.4 Restrictions

Access rights and age restrictions apply to certain categories of membership. Please refer to the membership category schedule for full details.

### 2.5 Transfer of Membership

Memberships are not transferable and cannot be used by any other person, other than the named person.

### 2.6 Suspension/Interruption of Membership

2.6.1 CPGC reserves the right to cancel or suspend Membership at any time in the following circumstances:

- (a) If a member commits a serious or repeated breach of these Terms and Conditions, and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice.
- (b) 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.
- (c) 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 CPGC terminates this agreement for any of the above reasons, The Club reserves the right to retain all monies that a member has paid under their agreement

2.6.2 Membership interruption can only be applied to annual membership types and can only last a maximum of 3 months within the Club's Membership year. During this period the member will continue to pay 50% of their monthly membership amount to remain active. It will only be granted in the following circumstances:

- (a) Should the Member move overseas or more than 50-mile radius from the club, and proof of the permanent address change is provided through valid utility bills, or bank statements.
- (b) Serious illness or injury, likely to preclude the Member from using the Club for a period of at least 6 months. The Club will request reasonable evidence of the Member's illness or injury, such as a doctor's certificate.
- (c) Loss of livelihood – Proof of Income Support or redundancy.

2.6.3 Suspensions must be requested in writing no later than 25th of the month to take effect from the 1st day of the following month and will not be granted retrospectively. Suspension of membership will not be permitted until the first full month of membership has been completed and will be for a minimum of one month and a maximum of nine months, effective from 1st of any month only. A monthly suspension fee may be charged for adult and intermediate memberships.

2.6.4 A suspension period does not affect the minimum number of payments the Member is due to make, and any payments remaining at the time of the suspension will recommence on a monthly basis once the suspension period has completed

### 2.7 Membership Termination

2.7.1 Early termination will only be granted in the following circumstances, on production of the specified third-party evidence:

- (a) Should the Member move overseas or more than 50-mile radius, and proof of the permanent address change is provided through valid utility bills, or bank statements.
- (b) Serious illness or injury, likely to preclude the Member from using the Club for a period of at least 6 months. The Club will request reasonable evidence of the Member's illness or injury, such as a doctor's certificate.
- (c) Loss of livelihood - Proof of income Support or redundancy.

2.7.2 Golf membership may only be terminated on the annual review date, which is displayed on the club notice board, unless a suspension has been granted, and termination will be deferred until the extended commitment period has been served

2.7.3 Membership may only be terminated on the last day of a calendar month. Members must ensure that all termination requests are made in writing, in the form of an email (info@silburygolf.co.uk), by giving not less than one calendar months' notice.

### 2.8 Changing Membership Category

Requests for changes to membership categories must be made in writing by 25th of the month prior to the change taking effect. Membership may be upgraded at any time but may only be downgraded to take effect at the renewal date each year. No refund of any portion of the joining fee will be made.

### 2.9 Children in the Club

Parents are reminded that they are responsible for their children's safety and whereabouts at all times when visiting. Please visit the clubs website for our Safeguarding Policy.

### 2.10 Liability

Members are liable for any loss, damage or injury while at the club. Unless:

(a) 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 will not adversely affect health and physical condition. The Company will not accept any responsibility 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 seek 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. Any member or guest who suffers injury or accident on CPGC premises must immediately report the incident, and the circumstances under which it occurred, to the General Manager or Duty Manager.

(b) Members are responsible for reporting any balls during their game, that stray off the golf course into the grounds/property of adjacent properties. You must report to the Pro-Shop your name, time and specific hole and location on the hole, where the stray ball had landed.

### 2.11 General

2.11.1 No food or drink, alcoholic or otherwise, are allowed to be brought into the Club.

2.11.2 The General Manager, whose decision shall be final, shall determine any dispute that may arise with regard to the interpretation of these rules.

2.11.3 Members must advise the Club immediately of any change to their personal details, including change of name, home address, e-mail address and contact telephone numbers.

2.11.4 All Bank Holidays are classed as a weekend. Weekend tee time booking conditions apply on all Bank Holidays, this includes 5½ day members not permitted to play on weekends, except Sunday afternoons.

2.11.6 Members and guests should comply with any reasonable request from the General Manager to facilitate the smooth operation of the club, its facilities and for the convenience of the membership at large.

2.11.7 Members could be charged a fee for replacement (lost/stolen) membership cards and bag tags.

### 2.12 Members' Code of Conduct

CPGC 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. Members and guests must at all times comply with CPGC Rules including but not limited to the following points:

(a) Be suitably attired having regard to the occasion and/or intended use of facilities/ premises

(b) We will not tolerate Members or staff being the subject of any type of abuse, violence, threat, discrimination, profanity, or intimidation. You must at all times demonstrate respectful behaviour to staff and Members. At our sole discretion, we may suspend you from the Club immediately and/or terminate your Membership.

(c) CPGC reserves the right to require any Member to make good any damage or destruction of the facilities caused by the Member's negligence, default, or wrongful act.

(d) Members can view other golf related policies on our website.

(e) Members must follow all Health & Safety advice and signage on the golf course, clubhouse and car park.

### 3.0 Membership Categories

A full list of membership categories is available from the club website.