



## **Membership Contract - Weybrook Park Golf Club Limited 1<sup>st</sup> April 2020 to 31<sup>st</sup> March 2022.**

### **1. Fees**

Upon application, membership will not be granted until cleared funds have been received or an appropriate direct debit mandate has been completed. Acceptance to membership shall be at the sole discretion of the Company.

1.1 Affiliation fees to external golfing organisations such as the English/Hampshire Golf Unions rates are shown separately.

1.2 Members must pay a subscription fee for each year's membership. The Company reserves the right to vary the number of subscription fees contained in its List of Tariffs at any time. 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.

1.3 There shall be no grace period for Members not paying their annual fees before the commencement of the year. The new season starts on April 1<sup>st</sup>, 2020. Cleared funds in full by that time are required for playing rights to continue.

### **2. Payment Terms:**

2.1 Initial payment comprising 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 cost over the course of an agreed term, or annually, as elected by the Member, and payable by bank transfer, cash, cheque, Direct Debit or selected credit cards.

The bank details for Weybrook Park Golf Club Limited are as follows:

Bank	HSBC
Account	31468146
Sort code	40-09-18

Please put your name and gold card number as the reference on your payment. If you pay by bank transfer, you will separately need to come to the club to pick up your membership sticker.

### **3. Direct Debit Terms**

3.1 The Company will offer Members a phased payment option for their annual subscription fees by way of a monthly Direct Debit.

3.2 There is for using this payment option

3.3 The Direct Debit Agreement will specify the agreed term (maximum 12 months) and number of monthly Direct Debit payments (maximum 12) that will be taken on the 1<sup>st</sup> of every month if the member defaults on Direct Debit payments a £20 administration charge will be applicable for the first month a direct debit transaction defaults and £25 for any subsequent default. The Company reserves the right to take any and every option available to the Company including but not limited to small claims court and debt collection agencies in order to recover defaulted direct debit payments. If a debt collection agency is engaged by the Company, a charge of £75 will be added to the outstanding balance on the Member's account.

3.4 Missing payments could have severe consequences including, for example, legal proceedings being taken against you and making it more difficult to obtain credit in the future. We may report non-payment to credit reference agencies and this will adversely affect your credit rating (which most lenders consult when assessing a borrowing application).

3.5 The club assesses the creditworthiness of customers as follows:

- Taking into account the payment record of our existing members
- Discussing with customers the need to assure themselves that taking a one, two or three year membership commitment is affordable taking into account their future income and outgoings over that period.
- Obtaining a consumer credit check from a reputable credit reference agency

#### **4. Termination, Suspension, Relocation or Transfer of Membership**

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

4.1 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.

4.2 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.

4.3 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.

4.4 If the Company terminates the Agreement for any of the above reasons, the Company reserves the right to retain all monies that a Member has paid under his Agreement.

4.5 Applications to suspend subscriptions for medical reasons must be made in writing to the General Manager in advance of the suspension period.

4.6 You may apply to suspend your membership due to serious ill health upon production of a Doctor's or specialist letter stating that you are unfit to play golf:

- If you have been a member for longer than 3 months
- For a minimum of 1 month and a maximum of 6 months

4.7 Any approved suspension period will be deducted from the following year's subscriptions.

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

4.9 Relocation is deemed to be a Member moving from their place of residence outside of a 50 mile radius of Weybrook Park Golf Club Limited. No refunds or release from contractual obligation will be provided to members relocating during the current year of any contract period.

4.10 Membership may be transferred at any time, providing the terminating member owes no residual subscriptions or charges to Weybrook Park Golf Club Limited. The terminating member must be present with the new member and a Weybrook Park Golf Club Limited 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 other than Life Membership. 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.

#### **5. Health and Safety**

5.1 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.

5.2 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.

5.3 Public liability insurance whilst playing at Weybrook Park & Worldwide, excluding USA & Canada, is included within your membership and paid for by the club.

## **6. Bar levy**

6.1 For the period 1<sup>st</sup> April 2020 to 31<sup>st</sup> March 2022 the Club will require Members (excluding juniors) to pay a bar levy of £50. This levy must be spent on products purchased at the Bar or on Catering by 31<sup>st</sup> March 2022. If the expenditure in this period is less than £50 the shortfall is forfeit and will be removed from the card at this time.

6.2 If a Member ceases to renew his/her membership any un-used bar levy on the members card becomes property of Weybrook Park Golf Club Limited.

## **7. Reciprocal arrangements with other golf clubs**

Terms and conditions relating to frequency and times of play will differ by club. For the season April 2020 - March 2021 the Club will offer reciprocal facilities with a selection of local golf clubs. Details will be provided separately.

## **8. Principal contract**

This Membership document and the Company's Rules form the principal contract between you and Weybrook Park Golf Club Limited,

Payment of your membership fees confirms that you, the Member, agree to comply with the Company's Rules and Terms of Membership.