

# Cherwell Edge Golf Club

## By-Laws and Terms & Conditions of Membership 2023

### CHERWELL EDGE GOLF CLUB LIMITED ("The COMPANY") By-Law and Conditions of Membership ("The GOLF CLUB")

In these By-Laws and Conditions of Membership reference to the masculine includes a reference to the feminine and neuter and vice versa as the case may be. The objects of the Golf Club are to provide facilities for and to promote participation of the whole community in the sport of golf.

#### 1. MANAGEMENT

The management of the By-Laws and Conditions of Membership is in the hands of The Company Directors.

The management, administration and maintenance of the Course, the Clubhouse and Facilities are in the hands of the Company Directors and the other appointed employees of The Company.

#### 2. SECTIONAL COMMITTEES (reporting to the Club Committee) are responsible for:

The Sectional Committee shall supply two monthly reports to the Club Committee. One showing the financial position. The second showing competitions results and other golfing news which may be used in the Club monthly newsletter.

The management, organisation and governing of members handicaps and competitions at club, county and national levels is in the hands of the sectional committees (Men, Ladies, Senior Men). The Club Committee agree the diary dates of such competitions.

The elected Sectional Committee positions shall be:

Captain  
Vice-Captain  
Treasurer (automatically renewed)  
Secretary / Handicap Secretary (automatically renewed)  
Plus, any members appointed to help with competitions and golf handicaps.

Any level of honoraria proposed shall come from sectional funds

The sectional committees shall at their discretion establish and operate a Member Fund for competitions, prizes, hospitality and the like and this fund shall not form part of The Company Funds.

A separate yearly affiliation fee for each member is collected by the Company on behalf England Golf Union and Northampton Golf Union. These fees allow members to play in club, county, and national competitions with a handicap calculated managed by the World Handicap System. These fees shall not form part of The Company funds.

## THE POWERS FUNCTIONS AND OBJECTIVES OF ALL SECTIONAL COMMITTEES:

- a. To encourage, promote and participate in the playing of golf by the members, guests and visitors as shall be appropriate
- b. To provide competitions for all members, with guests and visitors on suitable occasions.
- c. To provide means of social activities and good personal relationships between members and amongst members and visitors.
- d. To encourage the use and knowledge of golf etiquette.
- e. To provide the Club Secretary with details regarding discipline matters so that the Club Committee can deal with the problem.
- f. A quorum of all Sectional Committees shall be three appointed members.
- g. Each Sectional Committee shall have the power to appoint a member to fill any casual vacancy or co-opt a member to the Sectional Committee until their next General Meeting.
- h. Each Sectional Committee shall meet at least 8 times a year. The Captain shall chair the meeting and the Vice-Captain shall chair the meeting if Captain is absent.
- i. Appointed positions are elected at the sectional AGM.
- j. The Sectional Secretary shall conduct the correspondence of their respective sections and keep accurate Minutes of all proceedings. All sectional secretaries shall ensure that the competition management software is operational and that all members handicaps are up to date.
- k. The Sectional Captain along with the Sectional Vice Captain shall produce a typed monthly report for the Club Committee showing competition results for the month and any news to post in the Club monthly newsletter.
- l. The sectional Treasurers shall keep proper accounts of the finances of their respective sections and shall produce a typed monthly accounting statement for the Club Committee meeting. Copies of all the monthly sectional accounting statements shall be available should a member wish to view them. They shall make an annual statement of the income and expenditure of their respective section for the financial year-end and a balance sheet as at that date and present the same to the Club Committee. The annual statements and balance sheets of each sectional committee shall be made available to each member of The Golf Club.
- m. The expenses of each Sectional Committee in administrating its functions shall come from the income of each section from the operations of its functions.
- n. Any revenues collected within the individual sections towards the Members fund from golfing and non-golf activities must be previously agreed to by the Company Directors.
- o. The individual sectional committees shall be responsible for setting the price of their sectional competition/match entries, keeping records of all monies received and all expenditure. The Sectional Secretary must explain at the AGM why money has been retained from competition entry fees towards other sectional running costs.
- p. Each section shall contribute to the cost of yearly renewals of computer software licences that manage competition entries/results and allowing the recording of general play scores. Each section shall also contribute to the cost of computer hardware, stationery, printer ink and other requisites required to conduct the functions of running of these events. All prizes, cups, trophies, honour boards and engraving are the responsibility of the respective section, promoting the event and all costs for such shall be paid out by that section.

- q. Details of all monies left at the end of the fiscal year above any accruals approved by the Club Committee must be entered on a form provided by the Club Treasurer and returned to him for recording.
- r. Matches played against other Clubs will not have green fee charges so long as said visiting club reciprocates. A full list of home and away matches is given to the General Manager for approval before the start of the golfing year. The General Manager shall approve the times for all home matches before agreeing with visiting team.
- s. Any monies collected voluntary or via raffles or suchlike for non-competition social events such as golf away days or hospitality must not form part of any competition entry and shall not form part of the sectional accounts. Under no circumstance may this money be collected under the guise of a competition.

### 3. HANDICAP COMMITTEE (reporting to Club Committee)

A handicap committee shall be set up to ensure that all handicap software is operational and that all members handicaps are dealt with correctly and are up to date.

The committee shall consist of the three individual sectional handicap secretaries one of these individuals shall be voted onto the main Club Committee as Club Handicap Secretary at the Club AGM.

### 4. CLUB COMMITTEE (reporting to the Directors)

The Club Committee shall be set up to perform the following functions:

- a) To co-ordinate the functions and objectives of the sectional committees.
- b) To review the typed financial statements, and news reports received from the sectional committees.
- c) To arrange social and cross-sectional golf events to further friendship between members.
- d) To confirm and publish the competitions diary.
- e) To deal with matters concerning the EGU, NGU and WHS.
- f) To deal with members complaints and members disciplinary issues.
- g) To publish reports on the Club finances
- h) To publish monthly minutes of the Club Committee meetings by displaying on the club notice board thus, keeping the membership informed of current affairs. These minutes must be censored if a delicate item such as: (a disciplinary action against a member is inconclusive).
- i) To produce a monthly newsletter using written report information provided from the sectional committees informing the membership of current/recent section events, golf results and plans or future events. The General Manager shall add further news if any in relation to the clubhouse, driving range and course plus any other news in relation to the members. The General Manager and Club Captain will ensure that this monthly newsletter is on the club website and that printed copies displayed on notice boards.
- j) The club committee shall act as a conduit between the members and the Directors.

The Club Committee will meet a minimum of twelve times per annum. A quorum of the Club Committee shall be 4.

The Company Directors have the right to attend Club Committee meetings

The General Manager will serve on the Club Committee.

The Club Captain shall chair the meeting and the Club Vice-Captain will chair if Captain is absent.

The elected Club Committee shall be.

Club Captain (voted in at AGM)  
Club Vice-Captain (voted in at AGM)  
Club Handicap Secretary (voted in at AGM)  
Club Treasurer (automatically renewed)  
Club Secretary (automatically renewed)  
Club Welfare Officer (automatically renewed)

Plus: 2 members from each of the Sections approved by a show of hands

The Club Committee may by a majority vote off any elected person if that person is a hindrance to the smooth running and progression of the Club. If a member of the Club Committee decides to resign the other members may appoint a replacement until the next AGM.

## 5. GENERAL MEETINGS

All members may attend the Annual General Meeting of the Golf Club, this is prior to the subscription renewal date.

The Minutes of the preceding Annual General Meeting of the Golf Club shall be available for all members attending.

A notice is posted on the main notice board in the Clubhouse at least 4 weeks before the General Meeting.

At the meeting, the following business is conducted.

The affairs of the Golf Club, Chaired by the Chairperson of the Club Committee in their absence a Company Director.

- a. Introduction.
- b. Apologies for absence.
- c. Approval of Minutes from previous General Meeting.
- d. The receipt of the Ladies section annual accounts followed by the Lady Captain's report on her year in office.
- e. The notification of the Officers elected for the forthcoming year within the Ladies section, plus names of volunteers to help with competitions and handicaps
- f. The receipt of the Seniors section annual accounts followed by the Senior Captain's report on his year in office.

- g. The notification of the Officers elected for the forthcoming year within the Seniors section, plus names of volunteers to help with competitions and handicaps
- h. The receipt of the Men's section annual accounts followed by the Men's Captain's report on his year in office.
- i. The notification of the Officers elected for the forthcoming year within the men's section, plus names of volunteers to help with competitions and handicaps

[The notification and Directors acceptance of persons to serve on the Club Committee](#)

- j. The notification and acceptance of the Club Captain
- k. The notification and acceptance of the Club Vice-Captain
- l. The notification and acceptance of the General Manager (automatically renewed)
- m. The notification and acceptance of the Club Secretary (automatically renewed)
- n. The notification and acceptance of the Club Treasurer (automatically renewed)
- o. The notification and acceptance of the Club Welfare Officer (automatically renewed)
- p. The notification and acceptance of 2 members from the ladies Section to serve on The Club Committee
- q. The notification and acceptance of 2 members from the Men's Section to serve on The Club Committee
- r. The notification and acceptance of 2 members from the Senior Men's Section to serve on The Club Committee
- s. The Directors report on the course, the facilities, plans, proposed membership pricing and explanation of any changes to the By-Laws and Conditions of membership.
- t. Questions from the floor.  
In the case of further investigation answers may in written form within 2 weeks.

The Club Secretary shall record in a Minute Book/Record the proceedings of General Meetings

The Club Committee may call an Extraordinary General Meeting of the Golf Club for any special purpose, upon the request of any 20 members, stating the purpose for which the meeting is required.

[Cancellation of Annual General Meeting:](#)

If for an extraordinary event or reason the annual general meeting is unable to take place the existing Club Committee shall continue for a further year with exception of the current Captain who shall retire from the position, the current Club Vice-Captain shall take the position of Captain. The existing Club Committee together with the existing Sectional Committees shall propose a club member to fill the vacant position of Club Vice-Captain.

Should any other Club Committee position become vacant the existing Club Committee together with the existing Sectional Committees shall propose a Club member to fill such position. The Directors must approve the new Club Committee before the membership informed via email. A notice shall be placed on the General Notice Board by the Club Secretary, also on the Club website detailing the Club Committee for the year.

## 6. COMPETITIONS

All competitions arranged by the Sectional Committees shall be played under the Rules of the Royal and Ancient Golf Club of St. Andrews and the World Handicap System and subject to the Local Rules of the Golf Club, all current at the time of any competition and such other conditions as shall appear in the Members Golf Club Competition Diary. Dates and times shall be agreed with the General Manager prior to printing.

All competition entrants must pay via their membership account balance using their membership card and register at the golf reception before starting their round of golf. The amount of competition entry fee and optional sweep must be clearly shown with the rules of the competition at the golf reception.

Under no circumstances whatsoever may monies collected from the membership as competition fees be used for hospitality unless it forms part of that day's event and is clearly shown as such in the competition description.

Any interpretation of the Rules of Golf or Local Rules shall be the responsibility of the Sectional Committees. Should any interpretation require the guidance of the county union or the R & A Golf Club, then it shall be the responsibility of the Club Secretary to communicate therewith.

### **Competitions & Match Playing Rights**

**Annual Pass 7-day, 18-hole Members** may represent the Club in matches with other clubs and may play in their relevant section or joint section competitions.

**Seasonal Pass 7-day, 18-hole members** may represent the club in matches with other clubs and may play in their relevant section or joint section competitions as long as the Quarter in which they wish to play has been paid for.

**Flexi Pass members** may play in their section or joint section competitions if the daily user fee for the day of said competition has been paid. They are not allowed to play in matches with other clubs.

**Annual Pass 5-day, 9-hole members** may represent the club in 9-hole matches with other clubs held on Monday thru Friday and may play in their section or joint section 9 hole competitions held on Monday thru Friday.

**Annual Pass 5-day, 18-hole members** may represent the club in matches with other clubs held Monday thru Friday and may play in their relevant section or joint section competitions held on Monday thru Friday.

**All Members regardless of playing pass type will be invited to play in the following Club Competitions to be held in 2023.**

### **INAUGURATION / CAPTAINS DRIVE IN DAY**

**CLUB CAPTAIN'S DAY**

**CLUB PRESIDENT'S DAY**

**CLUB MEMBERS DAY**

## **7. AMENDMENT OF BY-LAWS AND TERMS & CONDITIONS OF MEMBERSHIP**

The Company Directors reserve the right to amend the By-Laws and Terms & Conditions of membership

## **. Terms and Conditions of Membership**

### **1. NAME, OBJECTS & DEFINITIONS**

Cherwell Edge Golf Club ("The Club") is the trading name of Cherwell Edge Golf Club Ltd ("The Company")

The Club is a proprietary club whose object is to provide recreational facilities for its members, guests, and visitors at Cherwell Edge Golf Club Ltd, Chacombe, Banbury, OX17 2EN

Unless the context otherwise requires, a reference to one gender includes all other genders; and words in the singular shall include the plural and vice versa.

These Terms and Conditions shall apply to all members and may be revoked, supplemented, or altered at any time by the Company directors. Any alterations to these will be posted on the Club website and a note of such change shall be placed on the Club general information notice board.

### **2. MEMBERSHIP**

Application forms must be completed and signed when purchasing membership. The relevant Membership fee plus Annual or Seasonal Golf Pass Fee plus EGU & NGU golf union affiliation, plus any joining fee plus membership card account levy must be paid to the Company before application accepted. The application form along any bankers standing order form (if applicable) form the contract agreement between the member and the Club. If the application is accepted, it is on the understanding that the member has fully read and accepted these terms and conditions and agrees to abide by the rules.

The normal membership year is from 1<sup>st</sup> April to 31<sup>st</sup> March, there may be occasion when a different term length of membership is offered.

The membership of the Club shall consist of such categories of members with such rights and restrictions as the Company in its absolute discretion determine from time to time.

Various golf pass types exist which allow the member to choose when they wish to play, these are Annual Golf Pass, Seasonal Golf Pass or Flexi Daily Golf Pass, these are shown in detail on the club website. Certain playing categories may be closed to new members or existing members wishing to change playing category and may only be available to new and/or existing members as published.

All members must pay the Annual Membership Fee upfront.

A member choosing an Annual or Seasonal Golf Pass may pay the fee upfront or by Bankers Standing Order allowing the member to spread the fee over several months for the commitment period.

The term of membership for all members is from their date of their joining or renewing until the end of that membership year; members may not bring an end to their membership prior to the end of membership year unless in accordance with a specific term of this agreement, Annual Membership fees are non- refundable.

A member may resign their membership at any time by letter addressed to the General Manager but shall remain liable for any outstanding standing order amounts including amounts not yet due for the year of membership plus any monies owed on their membership account.

Annual Membership can only be renewed by invitation of the Club. In the event of resignation, suspension, or termination of membership for any reason during the membership year, the member will not be entitled to a refund of any fees for Annual Membership, Annual Pass, Seasonal Pass, EGU and NGU golf union affiliation and admin, joining fee or membership card account levy.

Membership charges are reviewed annually and are normally introduced at the beginning of each membership year. Members are informed of the ensuing year's prices in February of each year. A posting will be place on the Club general information notice board.

Notices of resignation from members should be addressed to the General Manager. The Club will provide an acknowledgement of receipt of a notice of resignation on request; it is the member's responsibility to ensure that the General Manager has received the notice.

Members must promptly notify the Club of any change of address (including email addresses). Should the Club engage in any correspondence with any member, such will be addressed to the member's last address (or email address) recorded with the Club and shall be considered as duly delivered.

The failure of any member to pay the required fees by the appropriate date is a ground for immediate suspension or forfeiture of membership at the discretion of the Club. Members if they wish, may discuss the reason for non-payment with the General Manager who will try to resolve the issue if possible.

The Company reserves the right to use a debt collection agency to collect outstanding balances owed to them by a member's failure to pay due fees. Debt outstanding over 30 days may be referred to the agency. Outstanding balance and collection agency charges will be payable by the member, including any monthly administration charge. Any monies in credit on a membership card account will be held towards unpaid fees.

The Company may impose from time-to-time reasonable administration and/or interest charges in connection with any late payment, failed Bankers Standing Order, other failed payment and/or any re-instatement of membership (following suspension).

Once a member has resigned, or membership has otherwise ended any entitlement to use the Club's facilities ends (other than if permitted as a guest or by prior agreement).

Joint members are jointly and severally liable for payment of dues as and when they become payable.

Use of the Club facilities is subject to availability and membership does not afford any member the entitlement to exclusive use of any of the Club facilities or any times to use those facilities. Membership is not an investment in the Club and does not provide the member with equity or ownership interest or any other property interest in the Club or its facilities.



### 3. SUSPENSIONS AND TERMINATION OF MEMBERSHIP

The Company Directors reserve the right for immediate dismissal of any member for gross misconduct or dissention.

The Club Committee may recommend that a member have their membership suspended or terminated for good and sufficient reason. However, before any such recommendation the Club Committee must enquire fully into circumstances of the case by first inviting the member concerned to present his case to the Club Committee. They must then interview witnesses and make further enquiries where necessary. After investigation, the Club Committee shall vote on termination of membership. If by a majority vote the Club Committee find against the member, he shall be asked to resign. The Club Committee shall give the Company Directors a written report of all findings.

The member shall be told that he is further entitled to present a written case to the Company Directors within three days of receiving/hearing the Club Committee's findings as The Club Secretary shall maintain an accurate record of all such business in a dedicated file.

### 4. RIGHTS AND LIABILITIES OF MEMBERS

Every Member of the Golf Club shall:

Be entitled to use and enjoy in common with other members of the facilities provided from time to time.

Be deemed to have agreed to be bound by these by-laws and conditions and any other rules or regulations displayed on the notice board (s) and duly authorised by the Company Directors and signed on their behalf.

Not have any privilege over other members other than set down in these by-laws and Conditions of Membership.

Ensure that guests sign the register before admission to the privileges of the Course.

Ensure that any complaints they may have are put in writing to the Club Committee or privately told to a member of the Club Committee and not aired in open court within any area of the Club facilities as this may cause upset to others using said facility. Failure to adhere to this is looked upon as dissention.

Members who pay their fees by monthly bankers standing order will forfeit their membership if any due payment is not met, except if proved to be by clerical error, or The Company Directors agree a postponement after consultation. In the event of such default, that member will not under any circumstances be entitled to visit the facilities as a member guest or visitor. The Company reserves the right to pursue any member for monies owed/ outstanding for the year due to that member cancelling any bank instruction.

The Company reserves the right to notify other Golfing Clubs of the member's failure to meet payment.

Members must complete a membership form and pay their membership fee before or on its annual due date; any member not paying by this date will automatically cease to be a member.

If, there are special circumstances for non-payment these should be notified to The Company Directors who may decide upon admission for that year. The Company Directors may grant an extension for payment under certain conditions.

All members may book tees times 14 days in advance, as to how far in advance the General Manager will notify the members via the monthly newsletter. Any member booking must give the names of all their playing partners. However, any member found to be abusing this facility by not arriving to play at the booked time and not having given reasonable notice of three days, will have this concession removed unless a reasonable and valid excuse is forthcoming.

To enable smooth running of Tee Times ALL members must individually check in at the Golf Reception with their membership card at least 15 minutes before commencing any round of golf. Failure to adhere to this rule will possibly lead to that member losing their place on the tee.

A member may not use his membership card to obtain reduced green fees if playing within a society or organised golf day.

To enable more members the opportunity to play at weekend peak times they will be joined together as 4 balls where appropriate.

To assist with the smooth running of sectional competitions blocked tee times will be allocated for members to book on Tuesdays (Ladies), Wednesdays (Seniors) and Saturdays (Men)

Any other blocked tee times must have the approval of the Directors who will consider the reason for blocking.

All members shall try to avoid slow play especially at peak times.

You must keep up with the match in front and not just ahead of the group behind, if this is not possible and you are losing pace, please allow the match or matches behind to play through.

Members may introduce and entertain guests upon payment from their membership card account before play commences of the appropriate guest green fees in force on the day and subject to these rules.

A maximum of three playing guests may be introduced at any one time. The introducing member must sign in his guests at golf reception before playing.

An introducing member will be responsible for the conduct and expenditure of his guest and must not leave the premises before his guest.

The Club may suspend the right of members to introduce guests on any day or days if it deems it desirable to do so.

All members and their guests must adhere to the Club dress code as in force from time to time and is published on the Club website and posted on the Club general information notice board.

The Company may in its discretion refuse any guest admission to the Club without assigning a reason.

## 5. MEMBERSHIP CARD ACCOUNT SYSTEM

The Club operates electronic Membership card accounts which Members may use to purchase certain goods and services provided by the Club at discounted prices i.e., guest green fees, food & beverage, or buggy hire. Members will not receive discounts if they pay for goods by any other means. Members may also use the Membership card account to pay for goods or services that are not discounted i.e., competition fees, golf tuition or towards Club Membership renewal.

A minimum contribution is payable immediately on joining the Club or renewing of membership.

A member may 'top up' his or her Membership card account from time to time at the Club bar or golf reception. Top ups may be made by cash or bank debit card. Top ups are subject to minimum amount of £20 for persons over 18 years of age and £10 for those under 18 years of age.

It is a members' responsibility to maintain safe custody of their Membership card. The Company does not accept responsibility for the unauthorised use of a Membership card account resulting from a lost, stolen, or lent membership card. A member should notify the bar or golf reception of their missing card so that a stop can be placed upon it. A replacement membership card will incur a £25 charge.

The lending of membership card for use by others is prohibited.

The Company will charge Membership card accounts for goods and services taken, used, or consumed by members (or the guests of that member) which have not otherwise been paid for. This may include the price of guest green fees or competitions operated by the Club for which the member has made a booking(s)

Members are not permitted to allow their Membership card accounts to become overdrawn. If a membership card account becomes overdrawn, the member must immediately make a 'top up' to return their account to credit. Failure to 'top up' when overdrawn will lead to a suspension of membership.

Members are not permitted to a cash or other form of reimbursement of any unspent monies held on their Membership card account unless resigning. If resigning the balance held on a member's Membership card account will be reimbursed less any monies owed to the Club and less a £25 fee for admin. If the balance of the card is less than £25 at the time of resignation reimbursement will not be made.

Members may spend any monies held on their Membership card account at the end of the membership year (31<sup>st</sup> March) towards their membership renewal, excess monies after such payment may be carried over into new membership year.

## 6. MEMBERSHIP CARDS, BAG TAGS & SWIPE CARDS

Any membership cards, bag tags, swipe cards or similar materials ("Member Materials") that may be provided to a member from time to time to provide access to the Club, or any of its facilities always remain the property of the Company.

Member Materials are provided to a member for their exclusive use, the Member may not transfer to, or loan, the Member Materials to any other person.

Members must ensure the safe custody of the Member Materials which have been provided to them and on cessation of membership must promptly return all Member Materials to the Club Secretary.

The loss or theft of any Member Materials must be promptly notified to the Club Secretary as soon as the Member becomes aware of such loss.

Following the loss, theft, or failure of return of any Member Materials, the Company may impose a reasonable charge on the relevant member (or former member) for cancellation &/or the provision of any replacement Member Materials. This charge fee will typically reflect the costs arising from the provision of a replacement and of administration.

## **7. MEMBERS COMPLAINTS**

All complaints including any concerning staff must be made in writing to the Club Secretary (or if the severity dictates to one of the Directors) who shall submit the matter to the Company whose decision shall be final. Members should not air their complaint in open court within any area of the company facilities as this may cause upset to others using said facility, failure to adhere to this would be looked upon as dissention. In no instance may a member reprimand any member of staff.

## **8. INSURANCE- COVER, LIABILITIES & EXCLUSIONS**

To the maximum extent permitted by law, neither the Company nor its employees including directors shall be liable in respect of any accident-causing injury or death, or for any loss or damage to any personal property or goods on the golf course or any part of the complex known as Cherwell Edge Golf Club unless proven to have been caused by the negligence of the Company or its employees including directors.

Members are strongly advised that they should have their own insurance to cover theft, loss or damage to property and insurance to cover accidental death or injury to themselves or others whilst at the complex known as Cherwell Edge Golf Club and are advised to ensure that such insurance covers payment of golf fees in case of accident-causing loss of income, or course closure. The Company strongly advises that members take out their own insurance to cover what is required for their purpose.

The Company may at any time close the course and/or withdraw all or part of the Club's facilities for any period with or without notice in connection with any competition or event that is closed to members or closure due to cleaning, repair, alteration, maintenance to the course or facilities. In such a case the Company is not liable for any compensation or part refund of Annual Membership fees or Seasonal Pass Fees.

Nothing in these terms and conditions is meant to limit any rights to which a member may be entitled to as a consumer.

From time to time the Company may (in its discretion and without obligation) maintain golf liability insurance which benefits the Club's members, visitors, and guests. The provision of any such insurance is an ancillary benefit that is provided without additional charge and consequently may be withdrawn.

The Company makes no warranty or recommendation whatsoever that the terms of any golf liability insurance that is provided is adequate for the needs of any person who may seek to rely on it.

The policy terms and conditions of the Company golf liability insurance are available from the Club Secretary on request. It is strongly recommended that any person who wishes to rely on the golf insurance familiarises themselves with its terms to assess whether the cover is adequate for their purposes.

If the Company is prevented from fulfilling its obligations by reason of any supervening event beyond their control including but not limited to war, national emergency, flood, earthquake, epidemic, pandemic, government order, strike, or lockout (other than a strike or lockout induced by us) or any force majeure then it shall not be deemed to be in breach of any failure to perform its obligations if it uses its reasonable endeavours to resume performance of its obligations as soon as is reasonably possible. In such an event the Company is not liable for any compensation or refund of Annual Membership or other fees.

## **9. RIGHTS OF OTHER PEOPLE WHO ARE NOT A PARTY TO THIS AGREEMENT.**

A person who is not a party to this agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

## **10. ASSIGNMENT & TRANSFER**

Membership is personal to the individual(s) to whom it is granted and may not be transferred.

The Company may assign or otherwise transfer the benefit of this membership agreement to a new operator of the Club and promptly following such a transfer the Company will give notice to the member of the new operator.

A member may terminate their membership at any time and without penalty within 30 days of receiving notice of such a transfer by the Company, but only if the member's rights are unduly prejudiced as a direct consequence.

## **11. JUNIOR MEMBERS UNDER 14 YEARS OF AGE**

Junior members under 14 years of age are not allowed on the course unless accompanied by an adult member or unless prior permission has been granted by the General Manager on request of their guardian.

## **12. CAR PARKING**

Members and their guests are only entitled to use the Company car park whilst using the facilities. The availability of a car park space in the main car park is not guaranteed. Parking in the car park is entirely at the owner's risk. The Company, the Club nor any Officer or Employee thereof does not accept liability for any loss or damage to motor vehicles or their contents.

From time to time the Company may designate certain areas of the car park for specific purposes/persons.

### 13. DATA PROTECTION AND IMAGE RIGHTS

The Company and the Club will comply with the provisions of the Data Protection Act 1998 and the General Data Protection Regulation when it comes into effect.

The Company and the Club will also comply with the terms of the Club's privacy notice as in force from time to time.

The Company and the Club collects personal information when you join us, we use this information to allow the staff and members of the golf club to contact you regarding golf related matters only. The Company and the Club will not share your information other than with England Golf to be used for the requirements of the WHS (World Handicap System) or to prevent fraud, or if required to do so by law. You may at any time ask the Company and the Club about the information kept about you.

Except with the written consent of the Company no Member, guest or visitor may take or include photographs, film footage or the address of the club in any advertisement or use the Club's name or likeness or address for any business or commercial purpose.

The Company reserves the right to the use of any photographs/film taken by or on behalf of the Company of any Member, guest, or visitor at the Club for use in its own materials (website, newsletter, brochure, advertising etc...)

### 14. ETIQUETTE

The Etiquette of Golf as detailed under Section 1 of the Rules of Golf by the Royal and Ancient Golf Club is adopted by the Club. Members are expected to be always courteous and considerate and respectful of our golf course. Slow play must be always avoided in the interests of every golfer. The cardinal rule is that it is the duty of the golfers in every match to keep their position on the course and up with the match in front. Players should be ready to play as soon as it is their turn to play.

Amended by the Directors

February 2023