

Cherwell Edge Golf Club - 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 fees for Annual Membership, Seasonal Golf Pass, EGU golf union affiliation and admin (including CONGU handicap), 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 1st April to 31st 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.

The categories of membership in force from time to time are available from the General Manager on request and will be published on the Club website. Certain categories may be closed to new members or existing members wishing to change category and may only be available to new and/or existing numbers.

The payment type is chosen by the member. a choice to pay their fees monthly in advance by Bankers Standing Order allowing the members to spread the full year's membership fee over several months as defined in membership type. or in full for the commitment period, and then annually thereafter via automated payment or selected credit card which will be held on file. The type of payment is selected by the member. Monthly payments are subject to an admin fee.

The term of membership for all members is from their date of joining (in their first subscription year) or the first day of the membership year (following renewal) 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.

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 the Annual Membership fee, Seasonal pass fee, joining fee or food and beverage 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.

Any member wishing to resign or to a change to a lower or higher category of membership for the ensuing year may do so by giving notice in writing to that effect before 1st March for the ensuing year, thus avoiding incorrect monetary amounts to be automatically taken from their credit card.

Notices of resignation (or to change to a lower category of membership) 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.

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 (other than where permitted as a guest or visitor) ends.

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. Members Guests

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.

4. 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 £20 charge.

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

The Company will charge Membership card accounts for goods and services 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 part or full balance held on their Membership card account.

Members must spend all Membership card account balances by the end of the membership year (31st March), any balance remaining thereafter will be forfeited.

Any balance remaining on a member's levy account on cessation of their membership will be forfeited.

5. Membership Cards, Bag Tags and 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.

6. 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 dissension. In no instance may a member reprimand any member of staff.

7. Insurance - Cover, Liability and 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, 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.

8. 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.

9. Assignment and 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.

10. 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.

11. 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.

12. 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 policy as in force from time to time.

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...)

13. 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.