

TERMS & CONDITIONS OF MEMBERSHIP OF TREVOSE GOLF & COUNTRY CLUB

1. Name, Management and Interpretation

- a) The proprietor of Trevoze Golf & Country Club (the “**Club**”) is Trevoze Limited (Company No. 00222839, registered address Trevoze Golf & Country Club, Constantine Bay, Padstow, Cornwall, PL28 8JB (the “**Proprietor**”).
- b) The object of the Club is to provide recreational facilities for its members, guests and visitors at Trevoze Golf & Country Club, Constantine Bay, Padstow, Cornwall PL28 8JB.
- c) The directors and appointed employees of the Proprietor are solely responsible for all matters relating to the affairs and management of the Club. In particular they will be responsible for the organisation and management of club competitions, social events, matches, club handicaps and all disciplinary matters.
- d) These Terms and Conditions shall apply to all members, guests and visitors and may be revoked, supplemented or altered at any time by the Proprietor.

2. Rights & Obligations

- a) Members will not be entitled to vote on any Club matters or otherwise become involved in the management or operation of the Club or its facilities. There is no vested or prescriptive right or easement to the use of the Club facilities.
- b) Use of the Clubs facilities is subject to availability and membership does not afford any member the entitlement to exclusive use of any of the Club’s facilities or any particular times to use those facilities.
- c) The Proprietor may at any time withdraw all or part of the Club’s facilities for any period with or without notice in connection with any competition or event or with cleaning, repair, alteration, maintenance work or adverse weather conditions, for any other reasonable purpose or for reasons beyond the control of the Proprietor, without any liability to the Members.
- d) 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. Membership

- a) The membership year runs from 1st April to 31st March (“**Membership Year**”).
- b) The membership of the Club shall consist of such categories of members with such rights and restrictions as the Proprietor may in its absolute discretion determine from time to time.
- c) The categories of membership in force from time to time are available from the Club Secretary on request and may 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 Members.
- d) A register of Members shall be kept on the Club premises at all times.
- e) Any category of candidate who applies for admission to the Club must be either proposed by the Proprietor or proposed and seconded by any two existing members of at least two years standing who shall vouch from their personal knowledge as to the suitability of the candidate. A

candidate shall be interviewed by or on behalf of the Proprietor and shall not be admitted without the approval of the Proprietor.

- f) Members may elect to pay the subscription membership fees for each Membership Year either (i) annually in advance on 1 April or (ii) quarterly in 3 payments on 1 April, 1 July, 1 October (2% charge)
- g) Subscriptions to golf unions are payable on or by 1st April
- h) On joining, Members are required to pay immediately all joining fees and a proportionate amount of the subscription membership fees (calculated on a pro-rata basis) for the period from the date of joining, if joining after 1 July, until the date for payment of the next membership date (as applicable) in accordance with 3(f) above. Junior and Cornish Schools Memberships must pay full annual subscription fees regardless of the joining date.
- i) Members must pay all joining and membership fees by Direct Debit. Enrolment in the Direct Debit scheme is mandatory for all members.
- j) The term of membership for all Members is from their date of joining (in their first Membership Year) or the first day of the next Membership Year (upon 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 these Terms and Conditions.

4. Termination, Suspension, Relocation or Transfer of Membership

- a) The Proprietor 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 or any club rules (as may be displayed in the Club from time to time) (“**Club Rules**”);
 - b. If all or any part of a membership fee due by a Member is not paid (by way of cleared funds) or on before its due date; or
 - c. If a Member provides the Proprietor with details which the Member knows to be false when applying for membership and the false declaration would have reasonably affected the Proprietor’s decision to grant membership to that Member.

If the Proprietor terminates a Member’s membership for any of the above reasons, the Proprietor reserves the right to retain all monies that a Member has paid in respect of that Membership Year (including for any remainder of the term).

- b) A Member may apply to suspend their membership due to serious ill health upon production of a Doctor’s letter stating that you are unfit to play golf/use the facilities or have been made redundant and are able to provide a letter from your previous employer outlining your redundancy. Any suspension in such circumstances shall be at the Proprietor’s sole discretion.
- c) The failure of any Member to pay the required fees (or any other amount due) by the appropriate date is a ground for immediate suspension or forfeiture of membership at the discretion of the Proprietor.
- d) The Proprietor may impose from time to time reasonable administration and/or interest charges in connection with any late payment.
- e) Membership can only be renewed by invitation of the Proprietor. 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 membership fee or joining fee.

- f) The Proprietor may at any time terminate a membership where in its absolute discretion the Proprietor believes that the Member's continued membership would be against the best interests of the Club.
- g) The Proprietor may revise the membership fees for subsequent Membership Years and shall provide the Members with advance notice of any changes to the membership fees prior to the next Membership Year.
- h) Any Member wishing to resign their membership or to a change to a lower category of membership for the ensuing Membership Year may do so by giving notice in writing to that effect before 1st February for the ensuing year.
- i) Save for in exceptional circumstances (as determined by the Proprietor acting reasonably) if a Member is invited by the Proprietor to renew their membership for the forthcoming Membership Year and fails to give the required notice of resignation or change to a lower category of membership then the Member remains responsible for their membership fees at the current rate for the ensuing Membership Year.
- j) Notices of resignation (or to change to a lower category of membership) from Members should be addressed to the Club Secretary. The Club Secretary will provide an acknowledgement of receipt of a notice of resignation /change on request. It is the Member's responsibility to ensure that the Club Secretary has received the notice.
- k) 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), 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.

5. Guests

- a) Members may introduce and entertain guests on payment of the appropriate fees in force on the day and subject to these Terms and Conditions and the Club Rules. Green fees are to be paid before play commences.
- b) A maximum of three playing guests may be introduced at any one time - unless otherwise agreed in advance by the Proprietor. The introducing Member must sign in his guest or guests before playing.
- c) An introducing Member will be responsible for the conduct and expenditure of his guest and must not leave the premises before his guest.
- d) The Proprietor may suspend the right of Members to introduce guests on any day or days if it deems it desirable to do so.
- e) The Proprietor may in its discretion refuse any guest admission to the Club without assigning a reason.

6. Visitors

Visitors may, at the discretion of the Proprietor, be admitted to the Club and use its facilities on payment of the appropriate fees in force on the day.

7. Complaints

All complaints, including any complaints about staff, must be made in writing to the Proprietor whose decision shall be final. In no instance may a member reprimand any member of staff.

8. Clubhouse Hours

The Clubhouse shall open and close at such hours as the Proprietor shall from time to time determine.

9. Members Code of Conduct

- a) Members and guests must at all times comply with the Club 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. Demonstrate good order and behaviour to each other and to the staff. The use of abusive and/or profane language and the threat of, or use of, violence will not be tolerated.
 - c. The Proprietor reserves the right to restrict and/ or prevent entry of Members and guests and/or to terminate membership by reason of breach of such code of conduct.
- b) The Proprietor reserves the right to require any Member to make good any damage or destruction of the premises or facilities caused by the Member's negligence, default or wrongful act.

10. Car Parking

- a) Members, visitors and guests are only entitled to use the Club's car parks whilst using the Club's facilities.
- b) The availability of car parking at the Club is not guaranteed.
- c) Parking in the car park is entirely at the owner's risk. The Proprietor, the Club nor any Officer or Employee thereof accepts no liability for any loss or damage to motor vehicles or their contents.
- d) From time to time the Proprietor may designate certain areas of the car park for specific purposes/persons.

11. Data Protection and Image Rights

- a) The Proprietor and Club shall process your personal data in compliance with all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); and the Data Protection Act 2018.
- b) The Proprietor may use your personal data for the purposes of administering membership (including collecting membership fees and other sums due to us), vetting people for membership, providing you with marketing information for the Club and internal administration such as prevention of crime (for which we do have CCTV monitoring in certain places). We store your personal data in a secure manner within the UK. We will not share your personal data with any third parties without your prior written consent.

- c) Except with the written consent of the Proprietor 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.
- d) The Proprietor reserves the right to the use of any photographs/film taken by or on behalf of the Proprietor of any Member, guest or visitor at the Club for use in its own materials (website, newsletter, brochure, advertising etc).

12. Force Majeure

- a) **"Force Majeure Event"** means any circumstance outside the Proprietor's reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disasters; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts (other than by the Proprietor's labour force); (h) non-performance by suppliers or subcontractors; i) course infestation / disease caused by circumstances beyond the Proprietor's reasonable control.
- b) If the Proprietor is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event, it shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The Proprietor shall use its reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations and resume performance of its obligations as soon as is reasonably possible.

13. Exclusion of Liability

- a) To the maximum extent permitted by law, neither the Proprietor, the Club nor any Officer or Employee thereof shall be liable to anyone for any loss or damage to any property, occurring from whatever cause, in or about the Club premises, course or grounds, nor for the death or injury of any such person whilst in or about the Club premises, course or grounds (or entering or leaving).
- b) Each Member accepts Membership on the condition that it is the Member's responsibility to obtain proper medical advice at all times with regard to any exercise intended to be carried out at the Club. Each Member undertakes to keep the Proprietor and its staff free and harmless from liability which arises as a result of breach of this condition.
- c) Any golfing equipment or other possessions brought onto, left at or stored at the Club is entirely at the owner's risk. The Proprietor, the Club nor any Officer or Employee thereof accepts no liability for the loss or damage to such items; Members, visitors and guests are advised to take out their own insurances.
- d) Nothing in these Terms and Conditions is meant to limit any rights to which a Member, visitor or guest may be entitled to by law as a consumer.

14. Severability

If any provision of these Terms and Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the Terms and Conditions shall continue to be valid as to their other provisions and the remainder of the affected provision.

15. Agreement

- a) These Terms and Conditions, the Club Rules and your membership confirmation/renewal, form the principle agreement between you and the Proprietor. On agreeing to become a Member of the Club, you agree to these Terms and Conditions, any terms set out in your membership confirmation and any Club Rules (a copy of which are available for viewing on request).
- b) The Proprietor may sometimes need to make changes to these Terms and Conditions or the Club Rules. If we do this we will provide you with reasonable notice of such change.

16. 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.

17. Assignment and Transfer

- a) Membership is personal to the individual(s) to whom it is granted and may not be transferred.
- b) The Proprietor 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 Proprietor will give notice to the Member of the new operator.
- c) A Member may terminate their membership at any time and without penalty within 30 days of receiving notice of such a transfer by the Proprietor, but only if the member's rights are unduly prejudiced as a direct consequence.

18. Governing Law

These Terms and Conditions are governed by the laws of England and Wales and the exclusive jurisdiction of the English Courts.

