



WESSEX GOLF CENTRE RULES, MEMBERSHIP AND ALL USERS TERMS AND CONDITIONS

The rules, terms and conditions of the Wessex Golf Centre (Centre) are applicable to all users of Centre. We regularly review update the Centres Ts & Cs, please check www.wessexgolfcentre.com for extant version.

We may change these rules, terms and conditions from time to time, when we deem fit and appropriate to do so. These changes will be published on our website, giving at least 7 days' notice.

Purpose

Our purpose at the Wessex Golf Centre is to provide the best golfing experience for everyone who wants to enjoy golf with us to play on our course, use the range and enjoy the café and shop. We will do everything we can to grow the game of golf and make it accessible for everyone.

To encourage players, we have kept our rules to the essential minimum, enough to ensure the safe, efficient, economical and fair running of the facility for all. We have avoided strict dress codes, joining fees, preferential car parking spaces and hierarchical committees, we are inclusive, so if you love golf, or want to find out if you love golf, you will be welcome at the Wessex Golf Centre.

The Centre is open and welcomes. to the whole community and the wider public, without discrimination of ANY kind.

To help us all enjoy the Wessex Golf Centre together, we ask patrons to respect and adhere to a few simple rules. These cover such matter as how the Centre is run, the responsibilities of members and other users regarding on and off course behaviour, handicaps, competition rules and etiquette on the course.

The Centre has differing membership categories detailed on the Centres website and Membership Booklet. The various options of membership are designed to provide suitable playing options for members' lifestyles and current situations, as well as making best use of the course.

1. Definitions

- 1.1 'Company': means Wessex Golf Centre LTD (whose registered office is at Leanne House)
- 1.2 'Centre': means Wessex Golf Centre
- 1.3 'Club Rules': means the rules of the relevant Centre, as amended from time to time by the company
- 1.4 'Course': means the golf course or courses of the relevant Centre

1.5 'Course Rules': means the rules applicable to the relevant course / centre, as amended from time to time by the company.

1.6 'List of Tariffs': means the list of membership tariffs applicable to the relevant Centre, as amended from time to time by the company

1.7 'Member': Means a member of the relevant Centre

2. Categories of Membership (options)

2.1 A full list of categories and their benefits is detailed on the Centre Website

2.2 In all cases, use of the Centre is subject to the Company's right to close it pursuant to clause 14 below

3. Joining and Renewal of membership

3.1 All new members are required to complete an application form. Proof of identification and age verification may be required. Acceptance to membership shall be at the sole discretion of the company

3.2 In addition to the subscription fee, new joiners may be required to pay a one-off joining fee. If a joining fee applies, it will be shown on the List of Tariffs

3.3 All categories of membership cover 12 months from and including the date of joining, unless there is an offer in place, which may include extra months at no cost. This is at the discretion of the Centre Management

3.4 Membership fees include a compulsory payment of affiliation fees, which are paid direct to various external golfing organisations

3.5 Membership categories are subject to availability, and the Centre may change categories or create new categories at any time. The Centre will inform members of any such restrictions when they join or when a category changes or ceases to be available

3.6 Only 'HOME CLUB' members are eligible for Club competitions, it is the managements discretion to allow otherwise and exemptions on a competition by competition basis.

4. Membership Fees and Payment

4.1 Nobody becomes a member or has the right to play the Course until the appropriate annual membership (subscription or green fee) has been paid to the company

4.2 All categories of membership cover a 12-month period. Should a member decide to cease membership partway through the year, there is no right or entitlement to any refund / credit.

4.3 Should a member have failed to pay their subscription within 14 days after the renewal date, then their membership of the Centre will be suspended until full payment has been received (and playing rights stopped). If a member fails to pay their renewal subscription within 30 days of their renewal date, then their membership will be cancelled, and a new membership application will need to be made. Should this occur, a joining fee may be required.

4.4 BONUS CARD (pre-paid 20 round cards), will still be available to purchase, but will have an expiry of 1 year from date of purchase, no exemptions. These will completely disappear on 31st December 2024, any rounds un-used will not be valid or able to be redeemed.

4.5. The Centre reserves the right to alter the List of Tariffs from time to time. All tariffs will be reviewed and changed when needed. For the avoidance of doubt, no change in the List of Tariffs will operate to increase as member's subscription level during their current year of membership.

5. Other Charges

The Centre may provide other services for the convenience of members. A list of these charges as and when, if they become available will be published to members via email.

6. Suspension, Cancellation, ill Health, Relocation & Redundancy

6.1 Should a member cancel their membership or decide to stop playing golf during the year then, save in the circumstances referred to below, no refund or credit becomes payable, whether they paid a subscription by a single annual payment or by third party credit, which they repay by instalments. If a member cancels any third-party credit arrangement, or it is terminated by the credit provider, and the Company is consequently obliged to return all, or part of the sum advanced by the credit provider, the member will be liable to pay the Company the resultant outstanding balance of the annual subscription (plus administration fees occurred).

6.2 The Company reserves the right to cancel/terminate or suspend membership at any point, at the discretion of the Centres Management or Directors (who's decision will be final), and retain all monies that a member has paid for their membership in the following circumstances (THIS INCLUDES THE PAYING PUBLICS RIGHT TO USE OF FACILITY ALSO):

6.2a If a member (or facility user) commits a serious or repeated breach of these Terms and Conditions or the Centre Rules and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice, this will always result in membership termination.

6.2b If any part of a membership fee is due from a member is not paid to the Company (in cleared funds) on before its due date.

6.2c If a member provides the Company with details which the member knows to be false when applying for membership and the false declaration would have reasonably affected the Company's decision to grant membership to that member.

6.3 If a member suffers long term illness or injury, which prevents them from playing golf for a period exceeding 3 months in any year of membership then upon the members application to suspend their membership and production of a signed Doctor's letter stating that the member is/was unfit to play golf, then the members renewal date will be moved back by the same period. For example, the renewal fees are 1st April, and they are unfit to play for 3 months, then their renewal date will be moved back to the 1st July. The member's application to suspend their membership must be made as soon as reasonably practicable following the onset of the injury or illness that has rendered the member unfit to play. We cannot back date.

6.4 Upon the death of a member, members contractual obligations to the Company are terminated. The balance of any advance payments will be refunded to the member's estate from the 1st of the month following the Company's written notification of the death and a copy of the death certificate.

7. Members' Guests

7.1 Gold category Members receive 2 vouchers to host 2 guests for 9 holes to be used with the member present and playing. These are only valid for the membership year, may not be carried forward, transferred or exchanged.

8. Booking Tee Times

8.1 The Centre operates an on-line tee booking system. Tee booking for members can be made up to 21 days in advance and 14 days for non-members.

8.2 All players should book their tee time; the best method is to use the online booking system ClubV1. If you are unable to book online, you may contact the Pro shop in person or by phone. The purpose of booking tee times is convenience and best manages the use of the course. When booking a tee time, the names of all those playing must be entered on the system.

8.3 All players check in with the Pro Shop no later than 5 minutes before their booked tee time - All booked tee times must be paid prior to play. No Pay – no play!

8.4 Any amendment to a booked tee time is the responsibility of the booking player, this includes adding or removing players. This should be done using the ClubV1 app.

8.4a PAY AND PLAY TEE BOOKING can be cancelled up until 24 hours prior to tee time booked using club V1, and refund will be issued. A bookings cancelled with less than 24hrs notice will not receive a refund.

8.4b PRE BOOK-GROUP TEE TIME (from 1st April 2023 price change) Discounted group booking only applies for pre booked rounds, paid in full, at the time of booking. £10 per round (Summer rate 1st April to 31st October - Winter rate from 1st Nov – 31st March) if paying on arrival or none fully pre-paid booking. If booking for an Under 16's green fee please call the shop to add them to your tee time. For example, if you pre-paid (at time of booking in full) for a fourball in the summer it would cost you as a group £37 (£9.25 each), if the person booked the tee time and only pays for themselves (and not the group as a whole), it will cost each of you £10 each (£40 total), no pre book discount will be applied, as it would be a pay on arrival payment.

8.4c Again you would not be entitled to the pre book discount if you turn up and get the 'next slot available' unless paid in full at time of booking or done online. It would be classed as 'turn up pay and play', each player would have to pay the full green fee at that time for an individual.

8.5 The Centre will monitor No-Shows, these are unacceptable because they prevent other players using the tee time from playing. Repeated No-Shows will lead to suspension or cancellation of membership under the provision of clause 6.2a above.

8.5a Members who fail to cancel booking within 24 hours' notice or 'no show' (don't register in shop also), will have their online account blocked and it will not be unblocked until a £5 booking fine is paid. This will work on a two-strike policy, if two no shows/no cancellations with 24 hours/don't register in shop, then the online booking account gets blocked. This is due to the potential loss in revenue which help to subsidise your membership and will allow others to book your slot.

9. Starting Times

9.1 The Centre reserves the right to impose restrictions on starting times and the format of play to make best use of the course

10. Liability

10.1 The Centre does not accept liability for damage or loss to either members' or the public's property or to a guest's property that may happen at the Centre which, for the avoidance of doubt, includes

but is not limited to, the car park, the golf shop, the course or anywhere else in the Centre's grounds/surroundings, save when a liability arises through the Centre's negligence. The Centre cannot be held accountable for slippery surfaces due to mother nature; surfaces may be wet and correct pathing and rails are put in place to assist with this.

10.2 The Centre does not accept liability for the injury or death of any member, child, guest or member of the public that may happen on the premises of the ground of the Centre, other than a liability that arises due to the Centres negligence. Whilst the Centre does have an insurance policy to cover personal injury to members and guests (public) that may be suffered on the Course because of negligence on the part of the Centre or its employees, this does not extend to damage and loss to property or equipment. The Centre recommends all members to arrange golf specific insurance cover.

11. Centre Rules

The Company may sometimes need to make changes to the Club Rules. If it does so, it will, where reasonably possible, display notices at the Centre notifying of the change(s) at least 14 days before it/they come into effect

12. Health and Safety

12.1 The company will endeavour to take our due care to provide a safe environment for all patrons and staff. All users are expected to abide by notices, signs and information provided for their safety and the safety of others.

13. Opening Times

13.1 Times of opening for use of the Course, Driving Range and other facilities are at the sole discretion of the Centre and its management, and are referred to online on the Centre website.

13.2 Short notice closure of the Course, Driving Range and other facilities in the event of adverse weather conditions, repair, maintenance or as directed by Wessex Golf Centre management will be announced via the Centre website as soon as possible.

14. Members & Paying Public Code of Conduct

14.1 The Company reserves the right to restrict and/ or prevent entry of members, guests and any user and/ or to terminate or suspend membership by reason of breach of these Rules, Terms and Conditions as referred to in clause 6. As a golf centre we exist to safeguard a fair and open society, in which we seek to balance the fundamental values of liberty, equality and community. Members and Users of the Centre must always comply with Centre Rules, including but not limited to the following points:

Be suitably attired having regard to the occasion and/or intended use of the Course and/ or Facilities.

Any form of abuse towards other patrons or Centre personnel, verbally, or otherwise will not be tolerated. No unauthorised person shall reprimand or discipline any employee for any reason. Any incidents will result in perpetrator being asked to leave the property without refund for any golf or range services purchased. Any person refusing to leave the property after being instructed to by a Wessex Golf Centre employee, will be deemed trespassing and the police will be contacted.

14.2 Any disciplinary matter or breach of the Centre Rules shall be investigated by Wessex Golf Centre Management.

A member or user has the right of appeal which must be submitted in writing to Wessex Golf Centre Management within the 7 days of a decision.

The decision of Wessex Golf Centre Management will be final.

A member expelled shall forfeit all rights and privileges of membership to the Centre and all rights which that member may have against the Centre arising out of membership. Wessex Golf Centre shall not have any liability to the expelled member in respect of such expulsion.

14.3 The Company reserves the right to require any members and users of the facility to make good of any damage or destruction of the Course, Driving Range and all facilities caused by their negligence, default, or wrongful act or to indemnify the Company in respect of the same.

14.4 If Wessex Golf Centre Management determines that any members or authorised user is guilty of improper conduct, then Wessex Golf Centre may impose such sanctions as it deems appropriate. Such sanctions may include, but need not be limited to, suspension of Member privileges of the Membership or termination of Membership. Any temporary suspension of the Member privileges shall be for such period as Wessex Golf Centre Management deems appropriate and the suspended Member or authorised user shall not be permitted to occupy or use Wessex Golf Centre during such term. A suspended member or authorised user shall remain fully liable for all fees and other charge(s) accruing during any suspension.

A person whose privileges are suspended or terminated pursuant to this section shall not be entitled to use of Wessex Golf Centre as the guest of another member or otherwise, without the permission of the Wessex Golf Centre Management.

15. GDPR

15.1 The Company respects your privacy. Your personal data is protected in the UK by data protection legislation, which imposes on the Company a legal duty to protect any personal information it collects from you. Any personal information that you provide to the Company is held and processed in compliance with this legislation. We will only process it where there is a lawful basis to do so.

15.2 Members data held will be released to other members only to facilitate the golfing activities of the club. This will only be members' mobile numbers and/ or email addresses for contact/ communication and then only with their consent or deemed consent. By entering any Club competitions, members are deemed to have given the right and Company permission to disclose certain of their personal data, such as their telephone number and/ or email address to another relevant member or members. This deemed permission may be withdrawn at any time by the relevant member notifying the company in writing.

15.3 The Company's privacy policy can be viewed on the Club website .

15.4 Members' data will also be shared with England Golf via the Club's Management system to facilitate its monitoring of golf handicaps. England Golf's privacy statement can be viewed on their website. Any individual member may instruct the Club not to share their data with England Golf.

16. Severability

If any element(s) of this agreement is (or becomes) invalid and/ or illegal and/ or unenforceable, it shall be deleted. No such deletion will affect or enforceability of the remainder of this agreement.

17. Statutory Rights

Nothing in these Terms and Conditions will affect your statutory rights.

18. Jurisdiction

Any legal dispute between a member and the Club will be decided in accordance with English Law and both the Club and the member submit the exclusive jurisdiction of the courts of England and Wales.

19. Fore Majeure

The health and safety of our members and all facility users, as well as our team and the public are our number one priority. We will open the Course and Facility only if both the law and our own health and safety risk assessments tell us we can do safely. We may need to close the course and/ or facilities, possibly at short notice. If we do so, then we will not be liable to you for any loss caused unless this damage is due to our negligence.

20. Rules Violations

Violation of any rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in Violation to disciplinary action by the Club.

21. Non-Discriminations Policy

The Club shall not discriminate against any individual because of, for example, the individual's race, colour, religion, sexual orientation, national origin, age, disability, gender, or marital status.

22. Complaints

Any complaints should be directed to the Clubs Management.