



Wrottersley Park Road, Perton, Wolverhampton, WV6 7HL

## Terms and Conditions 1/1/2011

The Golf Club shall be held upon such part of the premises within the confines of the grounds owned by CC. Cooper (Lye) Ltd. (hereinafter referred to as 'The Proprietor') at Perton Park Golf Club as shall from time to time be designated by the Proprietor for the use of the members of the Golf Club (hereinafter called 'the club premises') The payment of a subscription by a member shall be proof the member agrees to terms herein.

### 1. ACCEPTANCE OF MEMBERSHIP

1.1 The decision to accept the application of a potential member shall be at the sole discretion of the Proprietor. The Proprietor reserves the right to verify, or require proof of all information given in order to obtain membership and any fraudulent or wrongful information given in order to obtain such membership could result in the cancellation of all membership rights and lead to the repayment of all monies due to the Proprietor. If the membership application is accepted by the Proprietor, membership of Perton Park Golf Club by the applicant shall commence upon receipt of the date of this agreement. Upon acceptance of the member by the Proprietor, a membership card shall be issued by the Proprietor. The membership card remains the property of the Proprietor and entitles the holder to all the rights and privileges exercisable by the category of membership of the holder.

1.2 The acceptance of an application for membership of the Proprietor shall constitute a legally binding agreement between the member and the Proprietor. The member hereby agrees also to be bound by the Regulations Applicable to All Users. Acceptance of membership of the club and payment of the annual subscription constitutes an agreement between the member and the Proprietor faithfully to observe the rules and regulations herein contained and any amended constituted or added rules which may at any time constitute the rules of the club. The Proprietor reserves the right to limit the number of members in any category accepted into the club at the commencement of any club year.

1.3 Annual and Direct Debit members have the right to cancel this agreement by sending or taking a written notice of cancellation to the Proprietor, within ten days of signing this agreement. The Proprietor shall refund in full the first Direct Debit membership instalment or annual membership fee. In no other circumstances will fees be refunded by the Proprietor.

1.4 Membership cards are issued to all current members and must be shown at the golf shop or bar to gain membership rights every time a visit is made to the Proprietor. Membership cards may only be used by the registered member and any fraudulent use of the membership card by the member could result in cancellation of the membership with no refund being made by the Proprietor. Lost or damaged membership cards may be subject to a replacement charge being made by the Proprietor.

### 2. MEMBERSHIP CHARGES & PAYMENT OPTIONS

2.1 All members are liable to pay all annual or monthly membership fees irrespective of actual usage of the Proprietor's facilities.

2.2 Members may elect to pay their membership fees in monthly instalments (Direct Debit), advanced payment or monthly fees.

2.3 The Proprietor reserves the right to increase Membership fees on a yearly basis. If paying by Direct Debit, the contract is for a minimum of twelve months, the Proprietor will continue to take monthly Direct Debit instalments unless written notice is received by the Proprietor requesting termination of the member's membership.

2.4 The entrance fees and annual subscription shall be such sum as may from time to time be fixed by the proprietors. Annual subscription becomes due at the end of the 12 months from joining. On the 15th of the renewal month in each year members who have failed to pay their subscription may no longer enjoy the privilege of membership of the club and will be required to reapply for membership. A member may not compete in any club competition until the payment of his annual subscription. Members wishing to resign shall notify the proprietors one month before renewal.

### **3. MEMBERSHIP**

3.1 All categories of membership shall be subject to the Terms and Conditions of Membership which are in force at the time.

3.2 Joint membership shall be available. Joint memberships are available on condition that payment is made from one bank account jointly, or by monthly joint payment (joint membership only).

3.3 The club shall consist of such number of members as the proprietors from time to time determine. No person shall be elected a full member until he shall have attained the age of 21 years. The Proprietor may admit persons under the age of 21.

3.4 The Proprietor may nominate new members at his entire discretion.

### **4. PHYSICAL HEALTH OF MEMBER**

4.1 The member warrants and also represents that he/she is in good health and is not knowingly incapable of engaging in either active or passive exercise. The member further warrants that such exercise would not be detrimental to their health, safety, comfort, well-being or physical condition.

### **5. LIMITATION OF LIABILITY**

5.1 The member acknowledges that the Proprietor's obligations and liabilities in respect of the Proprietor are defined in this agreement and/ or within the Regulations Applicable to All Users.

5.2 The member is responsible for the consequences of any use of any of the facilities of the Proprietor. The Proprietor will not be liable for any indirect or consequential loss, damage, costs, expenses, or theft to property or person, whether arising under contract, or otherwise.

### **6. EXPULSION OF MEMBERS OR TERMINATION OF MEMBERSHIP BY THE PROPRIETOR**

6.1 Any member committing a breach of misconduct of the club rules or behaving in a manner to the detriment of the club, its members, the proprietors and the rules of golf, shall be required to attend a meeting of an investigation committee. Any member complaining of another members conduct will also be required to attend. The investigation committee will decide on the course of action to be taken and/or make recommendations to the proprietors for their action. Any member whose membership is terminated by the proprietors shall not be again admitted to the golf club or the golf course as a visitor. The decision of the proprietors is final. The committee of investigation shall consist of: The Captain, the Vice Captain, and Chairman of the relevant committee and the Secretary of the golf club for the purpose of taking notes. All complaints must be made in writing to the Secretary, signed and giving membership number (s).

6.2 The Proprietor may expel members or may terminate the membership of any member:

6.2.1 *without notice and with immediate effect if the member's conduct, whether or not such conduct is the subject of a complaint by another member or group of members, is such that in the reasonable opinion of the Proprietor, it may be injurious to the character, name or interests of the Proprietor or is such that it renders the member unfit to associate with other members of the Proprietor.*

6.2.2 *By notice in writing if any part of the annual membership fee or monthly membership charge which is due and payable remains unpaid thirty days after the due date for payment*

6.2.3 *If threatening language or behaviour is used to a member of staff, or if staff requests are repeatedly ignored.*

6.3 Lapses in membership payment may incur an Administration charge.

6.4 A member whose membership is terminated by the Proprietor, shall forfeit all privileges of membership with immediate effect without an entitlement to any claim for any refund of their annual fee. On termination of their membership, the member shall return forthwith their membership card.

## **7. CLUB PREMISES**

- a. Members and their visitors shall at all times keep the club premises clean and tidy and free from litter and shall not cause excessive noise or a nuisance on the club premises to the detriment of the playing of golf or enjoyment of the club premises and shall not use radios or other methods of playing recorded music and sounds on the club premises.
- b. All members and their visitors shall be reasonably and properly dressed whilst on the premises and the proprietors shall be at liberty to exclude from the use of the premises any persons who are not in their opinion suitably dressed.
- c. No food or drink, alcohol or otherwise, shall be brought into the clubhouse, without the permission of management as adequate facilities are provided by the proprietors.
- d. All lost property found on the club premises should be handed in. Any goods not claimed after one month may be disposed of by the proprietors at their discretion.
- e. Fire exits are provided in the club premises and must not be interfered with or blocked. In the event of fire, members are asked to make their way to an assembly point.
- f. Members are asked to report any accident and to have recorded its circumstances and to make known to the proprietors any hazards or potential threats to the safety of members or visitors of which they may be aware.

## **8. INTRODUCTION OF VISITORS**

Each member is allowed to bring only three guests per visit at reduced green fee; extra guests must pay full green fees. No person may be introduced as a playing guest at reduced fee more than 8 times in any year. No visitor shall be allowed to play the course except upon payment of green fees as shall be determined by the Proprietor and paid to a nominee of the Proprietor. The name of the guest must be entered in the Visitors Book in the Pro's shop.

## **9. PROPRIETOR FACILITIES**

9.1 Certain categories of membership do not include all of the Proprietor's services and facilities. Services and facilities not so included may be provided at an additional charge at the Proprietor's discretion.

9.2 The Proprietor reserves the right to make reasonable alterations to the type of facilities provided without notice and the Proprietor shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance services, due to matters beyond our control.

9.3 The Proprietor may add to, reduce or alter the club premises or any part of thereof and if additional facilities for the use of members shall be added to the club premises may make an additional charge for the use of the additional facilities notwithstanding that it may be added during the course of the club year.

## **10. HOURS OF OPENING**

10.1 Information in relation to the Proprietor's normal hours of operation and the opening hours of the facilities are available from the Proprietor upon request. Such hours may be lengthened or shortened at the absolute discretion of the Proprietor with or without any prior notice being given to members. The Proprietor shall endeavour to give members reasonable notice of change to such hours.

10.2 The club premises shall be opened and closed daily at such times as shall be fixed by the Proprietor. In the event of the Proprietor having any special function or letting of the club premises or any part of the club premises for any such function, the Proprietor shall be entitled to close the club premises to members in respect of any such event or admit them upon such terms as the Proprietor may think proper. The Proprietor shall be entitled to admit visitors to the club premises or any part thereof when they think fit. At the Proprietor's discretion, the bars shall be opened only at such times as allowed by law.

## **11. MANAGEMENT**

The Proprietor shall have the entire management of the club premises and its staff and the use of the club premises shall be entirely under the Proprietor's control.

## **12. ALTERATION OF THE RULES**

These rules may be altered, deleted and added to either generally or for any particular occasion by order of the Proprietor upon prior notice being given and publication on the club notice board.

## **13. LOSS OR DAMAGE**

The Proprietor and the golf club, its officers and golf committee members will not be responsible for loss of or damage to any property or effects of members or visitors in or upon the club premises and any other adjacent or neighbouring areas belonging to the Proprietor from any cause whatsoever. Members are advised to take out adequate insurance including Public Liability Risks.

## **14. MEMBERSHIP BAG TAGS**

Membership bag tags remain the property of the Proprietor and must be produced on request to such person as shall be appointed to examine them. The Proprietor's representative may refuse the use of all or some of the facilities available to members in the event of failure to produce the bag tag

## **15. GOVERNING LAW AND JURISDICTION OF THE COURTS**

This agreement shall be governed by and construed in accordance with English Law and the parties hereby agree to submit any disputes to the exclusive jurisdiction of the English Court of Law.