

Enfield Golf Club Ltd – Membership Terms and Conditions

IMPORTANT- YOU SHOULD READ THESE TERMS & CONDITIONS CAREFULLY BEFORE YOU SIGN. IF YOU DO NOT UNDERSTAND ANY TERM, PLEASE ASK A MEMBER OF THE MANAGEMENT TEAM FOR CLARIFICATION.

Members Name:.....

The following agreement is with Enfield Golf Club Ltd and relates to golf memberships at Enfield Golf Club.

The address of Enfield Golf Club Ltd is: Enfield Golf Club, Old Park Road South, Enfield Middlesex, EN2 7DA

Enfield Golf Club Ltd and the member named now agree to the following conditions, which apply throughout the membership period.

1 MEMBERSHIP

1.1 Your membership will begin on the day you join. On that day you will be required to pay the joining fee (if applicable) and first payment – details of these payments are set out in 2 below.

1.2. If you opt to pay by direct debit and an instalment is not paid, you will be notified in writing and given the opportunity to pay the missing instalment by another method. Your membership will be suspended if this payment is not received within one month of the date of the letter.

1.2.2 If your Direct Debit is cancelled leaving an outstanding balance, your membership will be cancelled and Enfield Golf Club Ltd will pursue recovery of the outstanding balance, using any necessary appropriate method. Enfield Golf Club Ltd will have the right to refuse payment by direct debit in the future.

1.3 If you have paid the full amount in advance, your membership will continue for an initial period of 12 months. After 10 months you will be sent a renewal notice to allow you to continue your membership.

1.4 Your membership is personal to you. You cannot transfer it to another person.

1.5 Your membership category is
Details of all membership categories are provided in literature available from the main office.

2 FEES

2.1 You can choose to pay your annual membership fees in advance on the day you join in the form of cash, cheque, debit card or credit card (subject to an additional charge); or you can pay via our direct debit scheme (see 2.2).

2.2 If you are paying monthly by Direct Debit – you will pay an initial instalment of £....., followed by 10 equal instalments of £..... Which will be due on the day of each calendar month (see separate direct debit agreement with Fairway Credit).

2.3 All subscription fees are subject to change annually, upon review. You will be notified at the address you have given us and details of the change displayed on the Main Notice Board 1 month before the change takes place.

2.4 Monthly membership fees are payable even if you do not use the golf club or any of its facilities.

3 FACILITIES

3.1 You are entitled to use the golf club and facilities on the days specified as available to your category of membership (as shown in the club's membership literature).

3.2 You may have to pay additional charges to use the golf club and facilities if applicable at times outside those stated in your membership.

4 OUR LIABILITY TO YOU

4.1 We shall compensate you, or your estate, in respect of:-

4.1.1 Any uninsured loss or damage to your personal property; or your death, or any personal injury suffered by you to the extent that the same is caused directly by:

(a) Our negligence; or

(b) Our breach of this Agreement or any term implied by law, except where such breach is caused by you or outside our reasonable control.

4.2 Subject to clause 4.1 above all liability to you is excluded.

4.3 For the avoidance of doubt, the club has no liability for any personal property which is left unattended in the golf club.

5 SUSPENSION OR CHANGE OF CATEGORY OF MEMBERSHIP

5.1 In exceptional circumstances you can ask us to suspend your membership. The minimum suspension period is 3 months and the maximum is 6 months. To suspend your membership, you should apply in writing to the General Manager. The circumstances in which you can suspend your membership are:

(a) Medical grounds (with written proof of condition and estimated recovery period from your hospital/Doctor)

(b) Redundancy (with written proof of redundancy from employer and proof of job seekers allowance whilst you are un-employed)

5.1.1 If you are paying by direct debit, you will continue to pay your direct debit. The suspended months will be added in lieu at the end of your term of membership with no extra charge.

5.1.2 You cannot use the golf course whilst your membership is under suspension, but are welcome in the club house during this time.

5.2 You can apply in writing to the General Manager at any time to change your category of membership. You must demonstrate eligibility for the new category and whether we agree to the change will be our decision.

6 CANCELLING YOUR MEMBERSHIP

6.1 We can cancel your membership immediately if:-

6.1.1 You commit a serious or repeated breach of this Agreement or the golf club rules and, if that breach is capable of being remedied, it is not remedied within 7 days;

6.1.2 In our reasonable opinion your behaviour is likely to endanger or seriously upset other members, their guests or staff, or adversely affect the golf club or its reputation;

6.1.3 If any amounts you owe us remain unpaid 30 days after the due date; or

6.1.4 If you provide us with details you know to be false when applying for membership and those details reasonably affect our decision to grant you membership.

6.2 If we cancel your membership we will not refund your joining fee or membership fees.

6.3 We can prevent you entering the golf club if we have cancelled or agree to cancel your membership. We can cancel your membership if you are in breach of the rules and regulations for members and non members and/or if your conduct was such that it is considered to be to the detriment of the golf club and its bona fide users. If you are excluded from the golf club, you have the right to make representations to the Club Chairman if you wish to appeal against the decision.

7 GOLF CLUB RULES

7.1 Enfield Golf Club Rules for members and non-members are provided to you once you join and are available from the main office.

7.2 You must comply with the Golf Club Rules, which form part of this Agreement.

7.3 We may change the Golf Club Rules at any time. We will post notice of any changes on the main notice board.

8 JOINT MEMBERSHIPS

8.1 If you join as a couple, both of you are liable on a joint and individual basis for all of the member's obligations under this Agreement.

8.2 If one of you gives notice to us (under section 6.4), we can treat it as applying to both. If we give notice to one of you it will be treated as applying to both.

8.3 Joint memberships are only available providing both applicants can give proof of living at the same address (utility bill; driving license etc).

9 CHANGING THIS AGREEMENT

We can change this Agreement at any time. We will give you 1 month's notice of this change in writing at the address you have given us and by a notice on the Main Notice Board.

10 FACILITIES

10.1 You must not take part in any physical activity for which you may not be fit. You are responsible for monitoring your own condition during any activity. If you have any concern about your physical condition you must stop the activity and consult a doctor without delay.

10.2 We may change the Golf Clubs opening times or withdraw any of the facilities at any time if we need them for tournaments, competitions, functions or other activities, or in connection with repair, alteration or maintenance work, or for any other reason. We will display notices of any minor changes on the Main Notice Board. If we need to make any significant change to opening hours or facilities, we will display details on the Main Notice Board 1 month before any such change takes place.

11 MEMBERSHIP CARDS

11.1 We will give you a membership card, which you must use each time you play golf or use the bar facilities. If another person uses your card, we can cancel your membership.

11.2 If you lose your membership card, we can charge a fee to replace it. This fee can be found out from the main office.

12 CONDUCT

12.1 We can prevent anyone entering the Golf Club if we think their conduct or appearance is inappropriate.

12.2 You must show consideration for other people at the Golf Club.

13 LEVY

13.1 You must give your membership card to the member of staff at the point of ordering.

13.2 The discount on beverage purchases is only applicable when spending against the membership card – i.e. money must be available on the levy account to spend against.

13.3 The discount is not applicable for food or room hire.

13.4 The levy card and the discount cannot be used to pay for green fees or be put towards memberships.

13.5 The minimum 'top up' amount is £5.00.

13.6 Any Levy monies not claimed from 2 years after a membership expires will be returned to Enfield Golf Club Ltd funds.

13.7 Levy monies put on to membership accounts cannot be refunded.

14 JUNIOR MEMBERS

14.1 If you are under 18, your parent or guardian must sign this Agreement on your behalf. By signing this Agreement, your parent or guardian agrees to be responsible for your behaviour and actions at all times and to pay us any amounts that are due on your behalf.

14.2 When you reach the age of 18:

14.2.1 Your junior membership will end and you will automatically and immediately become a 18-24 7-Day Member; and:

14.2.2 You must sign a copy of this Agreement.

15 LOCKERS

15.1 Lockers are available for hire on an annual basis.

15.2 We will remove any items left in lockers once you have given up your locker and keep them for a period of four weeks, after which time we shall have no responsibility for them.

16 DEFINITIONS

'You' the member named above

'We and Us' Enfield Golf Club Ltd operating as Enfield Golf Club

'Golf Club' Enfield Golf Club Ltd operating as Enfield Golf Club

'Golf Club Rules' the rules and regulations of Enfield Golf Club available from the Main Office

'Agreement' your application form, these terms and conditions of membership and the Golf Club Rules

I agree to the above terms and conditions of membership

Your
Signature:

Print
Name:

Date: