

**BARNARD CASTLE GOLF CLUB**

***MEMBERSHIP TERMS AND CONDITIONS***

**Our terms**

1. **These terms**
	1. **Key terms used.** In these terms whenever the following words and phrases appear, they will have the following meaning unless the context requires otherwise:

**Annual Renewal Date:** means 01 April each year.

**Club:** means Barnard Castle Golf Club, Harmire Road, Barnard Castle, DL12 8QN

**Club Rules:** means our General Club Rules (as amended from time to time) available at [www.barnardcastlegolfclub.org](http://www.barnardcastlegolfclub.org)

**Membership:** means your enrolment in the club upon the acceptance of your membership application with us.

**Membership Application:** means the application form to be completed by you as provided by us for the membership.

**Membership Term:** means the period of your membership commencing on the start date.

**Membership Year:** means any consecutive 12-month period of membership commencing on 01 April and expiring on 31 March.

**Start Date:** Has the meaning prescribed to it in clause 5.1

**We/Us/Our:** means Barnard Castle Golf Club

**You/Your:** means the person named in the membership application who applies for the membership.

* 1. **What these terms cover:** These are the terms and conditions which will govern your

Membership with us.

* 1. **Why you should read them:** Please read these terms and conditions carefully before you

submit your application to us. These terms tell you who we are, how we will provide the membership to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1. **Contact Information**

**2.1 How to contact us:** You can contact us by telephone – 01833638355 or by writing to us at

 secretary@barnardcastlegolfclub.org or Barnard Castle Golf Club, Harmire Road, Barnard Castle,

 DL12 8QN.

**2.2 How we may contact you:** If we must contact you, we will do so by telephone or by writing

 you at the email address or postal address you have provided in your application.

**2.3** Writing includes emails. When we use the term ‘writing’ or ‘written’ in these terms, this

 includes emails.

**3. Our contract with you and the membership**

**3.1 How we will accept your membership application:** Our acceptance of your membership

 application will take place when we tell you that we are able to provide you with the

 membership. We will also confirm to you in writing, at which point a contract will come into

 existence between you and us. We reserve the right not to offer membership of the club

 without reason.

**3.2 What happens once we accept your Membership Application:** Following acceptance of your

 Membership Application in accordance with clause 3.1, we will issue with a bag tag and

 Membership Pack.



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**4. Membership Term**

**4.1 When your membership will commence:** Your membership will commence on the date notified

 by us to you when accepting your membership application (start date).

**4.2 Duration of the Membership:** Your membership shall continue from the start date until the

 next annual renewal date (unless we have received notice in accordance with clause 4.3) until

 such time as the membership is terminated in accordance with these terms.

**4.3 Notice to Cancel Membership:** Please note you cannot, without reason, cancel your

 membership during a membership year. For the avoidance of doubt, you will be committed to

 pay us for each membership year (and if the start date is anything other than 01

 April, for such period between the start date and the first annual renewal date) that

 your membership continues. You may however provide us with at least 30 days written notice

 prior to the expiry of the current membership year stating that you do not wish your

 membership to renew. Your membership will then terminate at the end of that membership

 year.

**4.4 Changes to the Membership Category:** We offer a range of membership categories as further

 described on our website. Subject to the terms of each membership category, you may request

 to upgrade or change your membership with us at any time during the membership term. We

 have the right, at our discretion, to decline such a request. Where we accept your request to

 change category, we will notify you of the date that the change shall take effect and any change

 to the membership fee as a result of the category change.

**5. Fees for the Membership**

**5.1 Subscription Fee:** Where a subscription fee is payable, we will notify you of this prior to

 accepting your membership and this fee must be paid by you when we accept your

 membership application. The subscription fee will be **non-refundable after a 14-day cooling**

 **off period of which any golf played will be deducted according to the applicable green fee.**

**5.2 Membership Fee:** Membership fees are calculated in accordance with the membership

 category you have purchased (as set out in the membership application). Membership fees

 must be paid in full for each year in advance of the start date or the annual renewal date of the

 membership, or by monthly direct debit instalments. Where the start date is any other than

 01 April, your membership fee will be calculated on a pro-rata basis for the period

 between the start date and the annual renewal date.

**5.3 Direct Debit Payments:** If we are unable to collect the direct debit fee on the due date, you

 should immediately pay us the applicable fee for that month. If you do not do this, you accept

 that we will resubmit the request for the payment due to us and you may be charged by your

 bank for the resubmission request.

**5.4 No refunds if you do not attend the Club:** Please note we will not refund any membership fees

 where you choose not to attend the club. Membership fees must be paid to us for the

 duration of the membership term regardless of whether you use the club or its facilities.

**5.5 Fixed Fees:** Membership fees shall be fixed for each membership year and we reserve the right

to amend the membership fees prior to the commencement of the next membership year. Communication of changes to membership fees will be made during the AGM.


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**6. Your right to suspend Membership**

**6.1 Requesting a suspension:** You may apply in writing to the management committee via

 secretary@barnardcastlegolfclub.org to suspend your membership due to:

 a) serious illness or other certified medical reason. In any event, you will need to provide

 us with suitable medical evidence such as a doctors note confirming that you are unable to

 use the club’s facilities and are unfit to play golf; or

 b) loss of employment or redundancy. In such circumstances you will need to provide us with

 evidence that you cease to be employed and/or have been made redundant (such as a letter

 from your employer confirming the redundancy).

**6.2 If we agree to the suspension:** If we agree to suspend your Membership due to any of the

 reasons set out in clause 6.1, we will suspend your membership for a minimum period of 1

 month and a maximum period of 3 months. Suspension of your membership is at our

 discretion. During the suspended period, you will not be provided access to the golf course or

 any benefits associated with the membership, and we will not charge you for the membership

 fees (if you pay on a monthly basis). If you have paid the membership fees in advance, we will

 credit you with any amounts paid by you for the suspended period as soon as is reasonably

 practical.

**7. Our rights to terminate your membership**

**7.1** We may end the contract (terminate your membership) at any time by writing to you if:

 a) you commit a serious breach of these terms or the Club Rules

 b) you do not make payment to us when it is due

 c) you provide us with details which you know are false when submitting your membership

 application to us

 d) your conduct, whether such conduct is the subject of a complaint by another member

 or group of members is in our reasonable opinion, injurious to our character, name or

 interests; or

 e) you cause nuisance or annoyance to the other users of the club or any of our employees.

**7.2** If we end the contract in the situations set out in clause 8.1, we will not refund any money you

 have paid in advance for the membership for the remainder of the membership year in which

 the termination took place and, where you have not paid in advance, we will charge you the

 costs we would have received had we not terminated the contract and the membership

 continued for the remainder of the membership year.

**7.3** Where we terminate your membership under clause 8.1, you will lose all privileges and rights

 that you may have otherwise received with the membership and your access to the use of the

 club and/or its facilities as a member shall terminate immediately. You will not be entitled to

 claim for a refund in any fees paid in advance and you must promptly return any locker keys to

 us.

**7.4 If we terminate the contract without reason:** We have the right to terminate your

 membership without reason, upon providing you with 30 days written notice. In such

 circumstances, we will refund to you any amount paid by you to us for the membership or for

 any period of the membership year that you will no longer be a member of the club. Where

 you have not paid in advance; we will not charge you for any period where you will cease to be

 a member of the club.



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**8. Rules of the Club**

**8.1** These terms and club rules (as amended from time to time) govern the contract between you

 and us. You can find a copy of the current club rules by logging on to the members area of the

 website or by asking a member of staff for a copy.

**8.2** You must adhere to all signs, notices and information intended for your safety and the safety of

 others at the club.

**8.3** If you suffer an accident or injury whilst at the club premises or grounds, you must promptly

 report details of the incident to a senior member of staff on duty. We do not accept liability for

 any accident or injury caused to you whilst at the club other than that which arises as a result of

 our negligence.

**8.4** Should you find property that appears to be lost, this should be handed to a member of staff at

 the club immediately. We will keep lost property in our possession for a period of 3 months

 after which we have the right to dispose of the property without notice.

**9. Our responsibility for loss or damage suffered by you**

**9.1** You must take reasonable care when using the club facilities and the golf course (including

 without limitation, checking the playing surface of the golf course to confirm that it is suitable

 for you to use before commencing play). We are responsible for loss or damage you suffer as a

 result of us failing to use reasonable care and skill in the case of any loss or damage that is

 foreseeable.

**9.2** Where you sustain a loss or damage as a result of us failing to comply with clause 9.1, you must

 notify us of this in writing within 7 days of the alleged loss or damage occurring. Such notice

 must be sent to the administration office at: secretary@barnardcastlegolfclub.org

**9.3** We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

 This includes liability for death or personal injury caused by our negligence or failure to take

 reasonable care.

**9.4** We do not accept liability for your cars (or other vehicles), the contents of such vehicles, or any

 other property that you bring to the club. all such items are brought to the club and its

 premises at your own risk.

**10. How we may use your personal information**

**10.1** We will use the personal information you provide to us to:

 a) provide the membership to you; and

 b) process your payment for the membership

 You acknowledge that we are a data processor for the purposes of the Data Protection Act 1998

 in respect of any of your personal information that we process.

**10.2 Third Parties:** We will only give your personal information to third parties where the law either

 Requires or allows us to do so

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**11. Other important terms**

**11.1** We are not responsible for delays outside our control. If our performance of the contract is

 affected by an event outside our control then we will contact you as soon as possible to let you

 know and will take steps to minimise the effects of the delay. Provided we do this we will not

 be liable for delays caused by the event but if there is a risk of substantial delay you may

 contact us to end the contract and receive a refund for the period where you do not have

 access to the club.

**11.2** This contract is between you and us. No other person shall have the right to enforce any of its

 terms.

**11.3** If we delay enforcing this contract, we can still enforce it later. If we do not insist immediately

 that you do anything required of you under these terms this does not prevent us from taking

 steps later. For example, if you miss a payment and we do not chase you but continue

 to provide access to the club, we can still require you to make payment later.

**11.4 Which laws apply to this contract and where you may bring legal proceedings:**

These terms are governed by English law, and you can bring legal proceedings in respect of the

 Membership in the English courts.