



BARNARD CASTLE GOLF CLUB

APPLICATION FOR MEMBERSHIP

PLEASE COMPLETE IN BLOCK LETTERS

CATEGORY APPLIED FOR (PLEASE TICK)

ADULT	<input type="checkbox"/>	STUDENT	<input type="checkbox"/>
COUNTRY	<input type="checkbox"/>	CASC	<input type="checkbox"/>
OCTOGENARIAN	<input type="checkbox"/>	JUNIOR (12-21)	<input type="checkbox"/>
5 DAY	<input type="checkbox"/>	JUNIOR (UNDER 12)	<input type="checkbox"/>
9 HOLE	<input type="checkbox"/>	SOCIAL	<input type="checkbox"/>

SURNAME	
FORENAME(S)	
TITLE	
ADDRESS	
POSTCODE	
TELEPHONE	
EMAIL	
D.O.B	

WILL THIS BE YOUR HOME CLUB? YES NO

ARE YOU A CURRENT MEMBER OF ANOTHER CLUB? YES NO

PRESENT CLUB

CDH NUMBER

HANDICAP

We hold your personal information to communicate with you regarding club activities, events and competitions. This information will only be used by the administration office. By signing this application form you agree to this use by the club.

I have read and accept the Membership Terms and Conditions of Barnard Castle Golf Club

SIGNATURE OF APPLICANT

DATE



BARNARD CASTLE GOLF CLUB

MEMBERSHIP TERMS AND CONDITIONS

1. Terms

1.1 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

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 5.2

We/Us/Our: means Barnard Castle Golf Club

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

1.2 What these terms cover:

These are the terms and conditions which will govern your membership with us.

1.3 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.

2. 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:



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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.

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.

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:



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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 for the next membership year commencing 1st April will be made during a Special General Meeting no later than the end of February.*

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:

- I. Serious illness or other certified medical reason. In any event, you will need to provide us with suitable medical evidence such as a doctor's note confirming that you are unable to use the club's facilities and are unfit to play golf; or
- II. 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. 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



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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 Termination

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

- I. you commit a serious breach of these terms or the Club Rules
- II. you do not make payment to us when it is due
- III. you provide us with details which you know are false when submitting your membership application to us
- IV. 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
- V. e) you cause nuisance or annoyance to the other users of the club or any of our employees.

If we end the contract in the situations set out in clause 8, 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.

Where we terminate your membership under clause 8, 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.

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.

8. Rules of the Club

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.

You must adhere to all signs, notices and information intended for your safety and the safety of others at the club.

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 because of our negligence.

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.



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9. Our responsibility for loss or damage suffered by you

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.

Where you sustain a loss or damage, 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

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.

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

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

- I. provide the membership to you; and
- II. 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.

We will only give your personal information to third parties where the law either requires or allows us to do so

11. Other important terms

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.

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

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.

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