

Access Fore Golf – Terms and Conditions of Membership

These Terms and Conditions are the standard terms that apply to all memberships sold by us, Access Fore Golf, whose registered office is at 15 Nicholas Road, Barton Seagrave, Northamptonshire, NN15 6WG.

Please read these Terms and Conditions carefully and ensure that you understand them as they are legally binding.

1. Definitions and Interpretation

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Contract” means the legally binding contract formed in accordance with clause 2, which includes these Terms and Conditions;

“Services” means the membership provided by us to you;

“the Company/we/us/our” means Access Fore Golf;

“Member/You/Your” means each person holding a membership;

“Guests” means the guests brought along by the Member(s); and

“Fee” means the amount payable for the Services.

Unless the context otherwise requires, each reference in these Terms & Conditions to:

1.1.1 “we”, “us”, “our” is a reference to the Company and includes our employees and agents;

1.1.2 “writing” or “written” includes electronic communications such as email and text messages;

1.1.3 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.1.4 “these Terms and Conditions” is a reference to these Terms and Conditions;

1.1.5 a Clause is a reference to a Clause of these Terms and Conditions; and

1.1.6 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

1.2 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation. Words imparting the singular number shall include the plural and vice versa. References to persons shall include corporations.

1.3 No terms or conditions stipulated or referred to by you in any form whatsoever shall in any respect vary or add to these Terms and Conditions unless otherwise agreed by us in writing.

2. How the Contract is Formed Between You and Us

2.1. The Contract is formed once we have accepted your membership form.

2.2. By completing and signing the membership form, you accept these Terms and Conditions and agree to be bound by them.

3. Membership

3.1. We offer a range of membership categories for you to choose from. Further information about the different types of membership, such as benefits and Fees, is available on our website.

3.2. The acceptance of membership is at our discretion, and we reserve the right to request proof of any and all information given to obtain membership.

3.3. Unless otherwise agreed, membership commences on April 1st and expires on March 31st the following year.

3.4. Renewals are requested from January in preparation to run the membership scheme the following financial year.

3.5. Where a golf course provides a condition for membership, you must ensure that you meet that criteria, and by accepting these Terms and Conditions, you agree that your membership shall be immediately terminated if you falsely claim that you meet any necessary criteria. Any refunds will be provided at our discretion.

3.6. A photograph is required when becoming a Member and will be retained on our computer database in order to create the membership ID card.

3.7. Membership will commence once we have received the signed membership form, payment and an up-to-date photograph.

4. ID Cards

4.1. Upon the acceptance of your application for membership, we will send the membership ID card along with all necessary information and any links to further information.

4.2. The membership ID card must be presented upon arrival to golf courses in order to be granted entry. Failure of presenting the ID card will result in the Member being required to pay the appropriate green Fee in order to have access to the golf course.

4.3. Membership ID cards must only be used by the registered user. Any fraudulent use of the ID card will result in immediate cancellation of the membership with no refund.

4.4. Lost or damaged ID cards may be subject to a replacement Fee.

5. Facilities and Services

5.1. Members have access to play seven days a week, 52 weeks a year subject to each courses’ conditions of use which are provided to all Members.

5.2. We can only allow 4 players on a given course at one time. Courses normally allocate 4 hours per round.

5.3. No entry is permitted into club competitions or to gain a CONGU handicap. We operate to accommodate social golf for the benefit and wellbeing of our Members.

5.4. All visits to the golf courses must be pre-booked to ensure availability. Each course provides guidelines on advance tee booking and restrictions, benefits and additional information. At the time of booking you must confirm the number of Members playing.

5.5. Any golf club may choose to provide additional benefits such as reduced Fees for Guests, reduced buggy hire Fees and various discounts on food and beverages. These benefits will be detailed in the guidelines provided by each golf course but are not a condition of the membership and any purchases made creates a separate contract with the club.

5.6. If you are unable to attend a booking, you must contact the golf course as soon as possible to cancel so that other members may book.

5.7. The golf club has complete discretion as to whether you have access and can refuse entry

6. Fees and Payment

6.1. The Fee is payable on completion of the membership form.

6.2. The annual Fee remains the same throughout the year with no pro-rata calculation.

6.3. You are required to pay the entire membership Fee regardless of your use of the Services.

6.4. We may from time to time change our Fees. These changes will not affect any existing memberships that you have already purchased but will apply to any renewals or new memberships.

6.5. All Fees include VAT, where applicable. If the rate of VAT changes between your membership form being submitted and us accepting and taking payment, the amount of VAT payable will be adjusted when taking payment.

6.6. You are responsible for ensuring that you and your Guests use all facilities correctly and safely.

6.7. All Members and Guests are required to comply with any reasonable requests and instructions in relation to health and safety.

7. Cancellation and Termination

7.1. If you are a consumer in the European Union, you have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason, including if you have changed your mind, and receive a refund.

7.2. This period begins once your membership has been accepted (i.e. when the Contract between you and us is formed) and ends 14 calendar days after the date you received our acceptance of your membership form.

7.3. After the cooling-off period, you may cancel your membership at any time, however subject to sub-clause 7.8, we cannot offer any refunds and you will continue to have access to the Services for the remainder of your current membership (up until the renewal or expiry date, as applicable), when the Contract will end.

7.4. You may cancel your membership at the end of the year you have paid for by notifying us that you do not wish to renew.

7.5. Unless otherwise agreed, memberships paid in full are non-refundable (other than under clause 7.2) and non-transferrable.

7.6. We reserve the right to suspend or terminate the membership at any time and without notice if:

7.6.1. we believe your conduct is such that it may be injurious to the character, name or interests of us or such that it renders the Member unfit to associate with other members.

7.6.2. if you have committed a breach of our rules and policies, including those mentioned and referenced in these Terms and Conditions.

7.7. A Member whose membership has been terminated by us shall forfeit all privileges of membership without entitlement to claim or refund on membership Fees including payments made in full. The ID card must be returned immediately via recorded post.

7.8. You also have a legal right to end the Contract at any time if we are in breach of it. You may also be entitled to a full or partial refund.

7.9. If we terminate the Contract as a result of you breaching these Terms and Conditions, you will not be entitled to any refund.

8. Our Liability

8.1. Nothing in these Terms and Conditions seeks to limit or exclude our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

8.2. We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you

and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

- 8.3. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 8.4. We will not be liable for any golf course being unavailable for reasons out of our control.
- 8.5. We reserve the right to vary and revoke these Terms and Conditions at any time. Any changes considered necessary for the regulation of the Company or conduct of Members and their Guests will be binding.
- 8.6. We also reserve the right to make alterations to our Services, though we will notify Members in advance where possible. Members will not be entitled to a refund unless specifically stated.
- 8.7. Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer, or any other matter for which it would be illegal for us to exclude, or attempt to exclude, our liability. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

9. Communication

- 9.1. For contractual purposes, you agree to the use of electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirements that such communication be in writing. This does not affect your statutory rights.
- 9.2. You are required to inform us of any changes of address, email address, telephone numbers or other methods of communication. Email will be the preferred method of communication.
- 9.3. By providing an email address or mobile telephone number, you consent to receiving written communication such as email and text messages. You also accept that these methods may not be secure and confidential means of communication and that we are not liable for any loss or damage suffered by a Member as a result of communicating through these methods.
- 9.4. Notices will be deemed to have been duly received and properly served 24 hours after an email or text message is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed to the address provided, stamped and placed in the post, in the case of an email, that the email was sent to the specified email address of the addressee and in the case of a text message, that the text was sent to the phone number that was provided.

10. **Events Outside of Our Control (Force Majeure):** We will not be liable for any failure or delay in performing any of our obligations under the Contract if that failure or delay is caused by any event beyond our reasonable control. This includes, but is not limited to: power failure, internet service provider failure, industrial action, fire, flood, storms, earthquakes, acts of terrorism or war, governmental action or any other event beyond our reasonable control.

11. How We Use Your Personal Information (Data Protection):

- 11.1. All personal information that we may collect will be collected, used and held in accordance with the provisions of the General Data Protection Regulation 2016 and any changes to it. For further information, please refer to our Privacy Policy.
- 11.2. You have the right to request access to the data we hold about you. Please contact us at accessforegolf@gmail.com with any queries in regards to your personal data or if you wish to amend the data we hold.

12. Other Important Terms

- 12.1. We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if, for example, we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 12.2. You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 12.3. The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 12.4. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions will be valid and enforceable.
- 12.5. No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

13. Law and Jurisdiction

- 13.1. These Terms and Conditions and the relationship between you and us will be governed by and construed in accordance with the laws of England and Wales.
- 13.2. Any dispute, controversy, proceedings or claim between you and us relating to these Terms and Conditions, or the relationship between you and us (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.