

We may change these terms and conditions from time to time but we will always post these changes onto your clubs notice board, giving at least 14 days' notice of the change.

1. Member Application

Application Forms (including payment terms) must be properly completed. No application will be accepted until clearance of relevant cheque/s and/ or the appropriate Direct Debit form is completed. Acceptance to membership shall be the sole discretion of the Company.

2. Fees

2.1 Amount

Members must pay a subscription fee for each year's membership. The Company reserves the right to vary the amount of subscription fees contained in its List of Fees at any time. Members will be given no less than 14 days' notice of any proposed increase. Rates may be increased at the time of the Member's renewal.

Charges for certain facilities the use of which are not included in the subscription fee, are displayed at the premises. Charges may be varied from time to time.

2.2 Joining Fees / Start Up Fees

In addition to the subscription fee you may pay a one-off joining fee on the date of acceptance of membership. This is the rate shown in our List of Fees.

2.3 Affiliation Fees

This is a fee that varies according to which Club joined and is payable annually. It will not necessarily be on display in the Club/List of Tariffs as it is paid to various external golfing organisations.

2.4 Payment Terms

Initial payment comprising joining fee, part payment, first monthly or annual subscription fee (where applicable) shall be due and payable on the date of acceptance of membership. Thereafter, subscription fees are payable either monthly on our direct debit system or annually, as elected by the Member, and payable by cash, cheque, Direct Debit or selected credit cards. Members paying by Direct Debit are required to notify the club in writing of their wish not to continue with membership at the end of their contract. As described in 2.8, we will continue to take membership payments and will process Annual Direct Debits automatically at the start of each membership year unless otherwise notified.

2.5 Direct Debit Payments

If the member defaults on Direct Debit payments a £15 administration charge will be applicable for each month a direct debit transaction default.

2.6 Westonbirt Golf Course reserves the right to use a debt collection agency to collect outstanding balances owed to them.

2.7 Debt outstanding for over 30 days may be referred to a debt collection agency. A charge of £75 will be applied to the outstanding balance to cover the debt collection charges.

2.8 Upon expiry of membership contract we will continue to take your membership payments in order that you retain your membership place or until you inform us in writing to cease collection.

2.9 Membership subscription fees are inclusive of VAT at the prevailing rate.

3. Termination, Suspension, or Transfer of Membership

The Company reserves the right to cancel or suspend membership at any time in the following circumstances:

3.1 If a Member commits a serious or repeated breach of these Terms and Conditions or the Club Rules (as defined in clause 7) and the breach, if capable of

remedy, is not remedied within 7 days of receipt of a default notice.

3.2 If any part of a membership fee due by a Member is not paid (by way of cleared funds) or on before its due date.

3.3 If a Member provides us with details which the Member knows to be false when applying for

membership and the false declaration would have reasonably affected our decision to grant membership to that Member. If the Company terminates this Agreement for any of the above reasons, the Company reserves the right to retain all monies that a Member has paid under his Agreement.

3.4 You may apply to suspend your membership due to serious ill health upon production of a Doctor's letter stating that you are unfit to play golf/use the facilities or have been made redundant and are able to provide a letter from your previous employer outlining your redundancy.

- If you have been a member for longer than 3 months
- For a minimum of 3 months and a maximum of 6 months
- Any approved suspension period will be added to the end of each membership year.
- The suspension of membership will be at the discretion of the Company whose decision will be final.

3.5 Upon death or proof of a debilitating medical condition, your contractual obligations to WGC are terminated. The balance of any advanced payments will be refunded from the 1st of the month following written notification.

3.6 Memberships are not transferable.

4. Changing Member Category

Membership cannot be downgraded to a cheaper membership during the contract period. Members can only change their category of membership, subject to the Company's consent in writing and payment of applicable fees, which are contained in the List of Tariffs.

5. Guest Rules

Members wishing to introduce guests must observe the relevant Club Rules, in particular:

5.1 The Company reserves the right to refuse entry to guests, including former Members whose Membership has been terminated by the Company;

5.2 Guests must pay the appropriate fee as detailed in the List of Tariffs;

5.3 For the duration of permitted use of the Club, guests must observe these Terms and Conditions, including the "Disclaimer" and "Health and Safety" conditions as though they were fully paid Members;

5.4 Guests must be accompanied on the course by the Member introducing them.

6. Club Rules

These terms and conditions, along with the application form, form the principle agreement between you and Westonbirt Golf Course. In signing the Terms and Conditions, the Member is expected to comply with the Club Rules that are available for viewing on request. The Company may sometimes need to make changes to the Club Rules. If we do this we will, where reasonably possible, display notices in the Club notifying you of the change at least 30 days beforehand.

7. Health and Safety

7.1 The Company will endeavour to take due care to provide a safe environment for Members. As part of

membership, Members are expected to abide by notices, signs and information provided for their safety and the safety of others.

8. Opening Times

Various times of opening for use of facilities is at the sole discretion of the Club and are published on notice boards. The Club may make changes to the standard

opening hours by giving not less than 7 days' notice. Emergency closure of the premises or facilities in the event of adverse weather conditions, repair and/or maintenance will be announced as soon as possible. Closure of the facility for any reason such as a public health emergency will be announced as soon as possible. No refunds will be given for closed periods.

9. Members Code of Conduct

The Company reserves the right to restrict and/ or prevent entry of Members and guests and/ or to terminate membership by reason of breach of these Terms and Conditions as set out in clause 3. Members and guests must at all times comply with the Club Rules (see clause 7) including but not limited to the following points:

- Be suitably attired having regard to the occasion and/ or intended use of facilities/premises;
- Demonstrate good order and behaviour to each other and to the staff. The use of abusive and/ or profane language and the threat of, or use of, violence will not be tolerated;
- Comply with these Terms and Conditions including those headed "Health and Safety";

The Company reserves the right to require any Member to make good any damage or destruction of the premises or facilities caused by the Member's negligence, default or wrongful act.

10. Personal Effects

Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us. Members and the guests of any Members are otherwise responsible for their personal possessions, equipment and vehicles (and their contents) parked in the car park and are advised not to bring valuable possessions onto the premises.

11. Definitions

You, the Member - all the people named on the application. The Company/Club Westonbirt Golf Course /Westonbirt Ltd / Westonbirt School. Your Renewal comprises of an application form including these Terms and Conditions of membership.

Disclaimer: The Company will use its reasonable endeavours to ensure that all facilities are maintained in full working order. Members must seek medical advice as necessary to ensure that the intended exercise/use will not adversely affect the Member's health and physical condition. The Company will not accept any responsibility or liability for injury, disablement or loss of life where this is caused by the circumstances above. Each Member accepts Membership on the condition that it is the Member's responsibility to obtain proper medical advice at all times with regard to any exercise intended to be carried out at the premises. Each Member undertakes to keep the Company and its staff free and harmless from liability which arises as a result of breach of this condition.