



MEMBERSHIP TERMS & CONDITIONS

1. General

1.1 Brickhampton Court Golf Complex (the "Complex") is a business operated by Brickhampton LLP ("us, we, our"). References to "member" and "members" are to any person whose application for membership has been accepted by us, and references to "membership" are to membership of the Complex.

1.2 Acceptance of an application for membership creates a contract between us and the member. Except where expressly agreed by us in writing, every member shall be subject to these terms and conditions and the Complex/Club Rules & Constitution.

1.3 These terms and conditions are those that are currently in force. We reserve the right to amend these terms and conditions from time to time as we see fit. If we make any changes to these terms and conditions, we will give members' 14 days' notice of the changes by displaying them on the Complex's notice board.

1.4 We reserve the right to use discretion in all matters relating to membership.

2. Membership

2.1 All memberships are non-proprietary, and no member shall have any interest in or to any asset of the Complex.

2.2 Payment by any member of joining fees, subscriptions, dues and charges to us does not grant to such member any stock ownership, equity, voting rights, any interest in real estate or operational control, but only gives the member the right to use the Complex facilities for the term of that member's membership and on these terms and conditions.

2.3 All members of the Complex automatically become members of the Club who, through the General Committee, organise and run competitions and other events. Members are also required to comply with all Club Rules and Byelaws.

2.4 We may offer a range of membership categories from time to time and may alter, withdraw or vary any category or categories at any time and without notice. Currently the memberships on offer are; Full category 7 day and 5 Day. Limited category Monthly, Monthly Twilight, Flexible and Glevum

2.5 Full Category memberships ("7 Day" and "5 Day" memberships) can represent Brickhampton in team competitions and compete in all Club competitions subject to eligibility.

Full Category memberships ("7 Day" and "5 Day" memberships) are eligible to hold an official Club position. 5 Day membership includes bank holidays.

2.6 "Glevum" members may not participate in any Club event on the Spa Course except by invitation and payment of the appropriate Green Fee.

"Glevum" membership members are not eligible to hold an official Club position.

2.7 "Junior" members can play in Brickhampton teams, club competitions and can compete in Honours Board competitions subject to eligibility.

"Junior" members are eligible to be appointed as Junior Captain or Junior Vice Captain only.

2.8 "Flexi" membership members can play in all Club competitions excluding Honours Board competitions and are not eligible to be selected for any team representing Brickhampton.

"Flexi" membership members are not eligible to hold an official Club position.

2.9 "Monthly" membership members can represent Brickhampton in team competitions, Club competitions and compete in Honours Board competitions subject to eligibility.

"Monthly" membership members are not eligible to hold an official Club position.

2.10 Monthly Twilight" membership members can only play after 14:00 Monday to Sunday in summer months (April to October) and after 12:00 Monday to Sunday in winter months (November to March). "Monthly Twilight" members can play in the monthly and mid-week competitions subject to eligibility, after 14:00 (summer months) and after 12:00 (winter months) provided that the round can be completed before dark. "Monthly Twilight" members may not enter Honours Board competitions and are not eligible to be selected for any team representing Brickhampton.

"Monthly Twilight" membership members are not eligible to hold an official Club position.

2.11 Member's mornings on Monday, Friday and Saturday are open to all categories of membership on payment of appropriate green fee or flexible credit value if applicable. If these mornings become over-subscribed, the Complex reserve the right to give priority to 7 Day and 5 Day members.



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2.12 Current member's mornings are Monday, first tee-time of the day till 10am. Friday and Saturday, first tee time of the day till 12pm.

2.13 Member's mornings may occasionally be superseded by a club competition or other event.

2.14 7 Day and 5 Day Away Members are not eligible to play in any Club Championship or to be selected for any team representing Brickhampton. 7 Day and 5 Day Away Members may play in any other Honours Board competitions subject to eligibility.

2.15 Monthly Away Members are not eligible to play in any Honours Board competitions or to be selected for any team representing Brickhampton.

3. Joining

3.1 Any person wishing to become a member must complete the appropriate application form and return it to us, with any appropriate fee.

3.2 We may require additional information as is deemed relevant to evaluate any application and reserve the right to refuse any application for membership without recourse and without giving reason.

3.3 Member's personal information and membership details will be held and maintained on the Complex's and Club's computer records for our administrative, marketing and application for membership, the applicant consents to us and the Club processing any data (including any sensitive data) that is collected in accordance with our Privacy Policy.

3.4 Membership runs from 1st April to 31st March the following year and is for a minimum period of twelve months but may be pro-rated if starting after 1st April.

3.5 The Complex will inform applicants in writing of the outcome of their application, within 14 days of our receiving the completed forms and any applicable fees.

4 Fees, Subscriptions and Flexible credits

4.1 All joining and membership fees can be found on our website (www.brickhampton.co.uk/memberships) or by contacting the Complex for further information.

4.2 Members must pay such joining fees, subscription fees, charges and other sums we may set out as payable from time to time.

4.3 Payment of such fees must be made before a member is permitted to enjoy the Complex facilities.

4.4 Joining fees and subscriptions are non-refundable and cannot be transferred, unless expressly agreed by us in writing.

4.5 Membership subscriptions can be paid annually in advance (Annual Payers) or by monthly Direct Debit subject to an administration charge.

4.6 The membership contract runs from 1st April to 31st March. Members are bound and responsible for the entire subscription period or the pro-rated subscription period if joined after 1st April. This does not apply to "Flexible Membership" or "Monthly Memberships"

4.7 For all 7 Day, 5 Day, Flexible and Monthly members, an EGU, GGU or GLCGA levy is payable on joining Brickhampton and then annually on the 1st April. Glevum members are exempt from this charge.

4.8 If a member leaves the Complex and then re-joins within a 6-month period, a £100.00 re-joining administration fee will be applicable. "Flexible Membership" and "Monthly Membership" are exempt from this charge.

4.9 Members are not able to downgrade membership at any time during their membership term, unless for medical reasons. A doctor's note will be required.

4.10 Flexible credits bought at the outset of membership last for the full 12 month period. Top-Ups bought during the 12 month membership start a new 12 month period. (Any unused credits can be carried forwards on membership renewal providing that either 125 or 250 credits are purchased.) If the membership is not renewed within the 12 month period all unused credits will be lost.

4.11 Flexible credits can only be used for Flexible member's golf, Flexible credits cannot be used for guest fees, driving range, any other activity, and purchase of any item in the pro-shop, buggies, competition fees or bar/restaurant purchases. Flexible credits are not transferrable to any other Flexible member or individual.

4.12 An administration charge may be levied if a direct debit instruction or payment is cancelled and new paperwork has to be issued and unpaid instalments collected. The administration fee is £50.00.

4.13 Fees and charges are reviewed periodically. Members will be given a minimum of 14 days' notice to any changes in their membership subscriptions.



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5. Cancellation, playing suspension and expulsion of members

5.1 Should a member cancel a membership during an annual membership period, the member is liable to settle the remaining balance due to the Complex for the remaining period. This clause will apply with effect from 1st April 2020. This does not apply to "Flexible Membership". It does not apply to "Monthly Memberships" members who can cancel and re-join in the annual membership year.

5.2 Settlement of such balance can be made to the Complex by cash, card or by bank transfer or final Direct Debit payment. This does not apply to members on the "Flexible Membership" or "Monthly Membership" schemes.

5.3 Should any fees remain unpaid for a period of two months after falling due, the Complex reserves the right to use the services of a third-party debt collection organisation to recover the fees due. The charges incurred from the third-party organisation will be passed onto the member.

5.4 Where an annual member has been a member for at least three months, they may apply to suspend the playing element of their membership temporarily due to ill health upon production of a doctor's letter stating that they are unfit to play golf.

5.5 Playing suspension can be for a minimum of three months to a maximum of six months. Flexible Membership members may not suspend their membership, any unused credits will not be refunded or carried over if a top-up has not been purchased within the 12 month period.

5.6 If a member wishes to suspend for longer than six months, the request must be put in writing for the Complex's consideration.

5.7 The playing suspension of membership will be at the discretion of the Complex Manager whose decision is final.

5.8 During the period of playing suspension the monthly subscription will be reduced to £15 and the normal non playing benefits of membership will continue to apply.

5.9 For Annual Payers, any approved playing suspension period will be deducted from the following year's membership subscription.

5.10 For Direct Debit payers, the period of playing suspension commences at the start of the next calendar month and ends on the final day of the month before the member restarts their playing membership.

5.11 If a member feels they cannot complete their membership contract, the request must be put in writing for the Complex's consideration. The Complex Manager's decision is final.

5.12 Upon death or debilitating medical condition a member's contractual obligation to us is terminated.

5.13 If any member shall, in our reasonable opinion, cause nuisance or annoyance to other members, staff or guests or misuse the Complex facilities or breach any of the Complex etiquette guidelines and rules or behave in any way that we deem inappropriate, we reserve the right to refuse admission and/or expel or suspend a member forthwith and/or terminate his or her membership. The member in question will be invited to meet the Complex Manager to offer an explanation for the alleged breach but all rights are reserved.

6. Complex closure

6.1 We reserve the right to reserve the facilities at any time for the purposes of conferences, weddings, social events and activities.

6.2 We reserve the right to close the course in full or in part or otherwise to restrict access onto the course at our sole discretion. This may happen at any time and without notice, on a temporary basis which may be for an extended period of time, due to inclement weather, repair, maintenance, development, alteration or any other reason determined by the Complex Manager.

6.3 Any such closure or restriction shall not entitle any member to any refund of any fees, subscription or other sums paid.



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7. Liability

7.1 We constantly update our Health and Safety Policy, which is available from behind the bar in the main Complex clubhouse and in the driving range shop.

7.2 Any member or guest who suffers an accident on Complex premises or grounds must report the circumstances and details of the accident/incident to the Complex Manager immediately or as soon as circumstances allow.

7.3 We do not limit or exclude our liability for death or personal injury caused by our negligence, or the negligence of the Complex staff or our agents, but we otherwise exclude all liability to members, their guests and their property.

7.4 Members must take full responsibility for their possessions and the wellbeing of their guests and children whilst on Complex premises.

8. Play

8.1 All members wishing to play must book a tee-time except during member's mornings. All membership numbers/names or number of guests must be provided when booking tee times. Tee-times can be booked up to 14 days in advance. Course use is subject to availability.

8.2 All members must report to the pro-shop or driving range pro-shop before play to sign in. Any flexible member that commences play without checking in will have double credits deducted from their account. For all other members, it may result in charges being raised for the tee time.

8.3 Cancellation of tee time bookings must be made by giving a minimum of 24 hours' notice. If 24 hours' notice is not given, the full tee-time flexible credits for the booking will be deducted from a Flexible members account. For all other members, it may result in charges being raised for the tee time, along with the requirement to pay a deposit for future bookings.

8.4 Check in must be completed at least fifteen minutes before your tee time and you should arrive at the tee at least five minutes before your booked time.

8.5 On member's mornings, members tee off in the order of arrival at the 1st tee. Groups must not join the queue on the first tee until all playing members are present and ready to play. Latecomers may not walk through the queue to join those already present, but those in the queue may drop back to complete the group.

9. Other

9.1 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

9.2 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, we can still require you to make the payment at a later date.

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

Terms and Conditions dated 1st April 2020 and supersede all previous versions.