



(1) Our 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 12 months from the Membership Start Date

Club: means Crondon Park Golf Club, Stock Road, Stock, Essex, CM4 9DP

Club Rules: means our General Club rules (as amended from time to time) which includes but not exhaustively, all policies and statements published in the Club Library and available at www.crondonparkgolfclub.co.uk

Membership: means your enrolment into the Club, upon the acceptance of your Membership Application by us.

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

Membership Card: means the membership ID card provided to you by us.

Membership Term: means the period of your Membership, commencing on the Start Date which unless otherwise stated will be for 12 months.

Membership Year: means any consecutive 12-month period of the Membership commencing on the Start Date.

Membership Category: means membership type which the Club recognises you hold

Start Date: has the meaning prescribed to it in clause 5.1.

We/us/our: means Golf Leisure Ltd managing Crondon Park Golf Club registered in England and Wales with company number 02547656.

You/your: means the person named in the Membership Application who applies for the Membership or for exiting members of the Club.

(2) What these terms cover - These are the terms and conditions which will govern your Membership with us.

(3) Please read these Terms carefully as you will be bound by them. 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 telephoning us at 01277 841115 or by writing to us at golf@crondon.com or at the Club address shown above.

2.2 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Membership Application or for existing members, using the details provided in your Intelligent Golf "IG" account.

2.3 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. New Memberships & Membership Cards/Clubhouse Accounts "MCCA"

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, which we will also confirm in writing to you, at which point a contract will come into existence between you and us. We have the right not to offer you a Membership with the Club, without reason.

3.2 Following the acceptance of your Membership Application in accordance with clause 3.1, we will issue you with a bag tag and a MCCA. The current and future use of your card is mandatory and cannot be waived

3.3 Membership Card/Clubhouse Account "MCCA". Please note:

- (a) The MCCA remains our property and must be promptly returned to us, upon termination or expiry of your Membership.
- (b) If you lose your card, once identified, you must report this to the Pro Shop. The loss of your card will attract a £10 replacement cost.
- (c) Members must ensure they download the IG App, complete any personal information that's required and link their profile picture

3.4 Waiting List – In the event that we deem individual membership category to have reached capacity, you may complete your Members application form and will then be added to our waiting list. In order to be included on the waiting list we require £1,000 deposit which is fully refundable should you not be allocated membership within a two-year period of your application. Once we have offered you membership (whether accepted by you or not) your deposit becomes non-refundable.

3.5 Golf bookings – All golf sessions must be booked by you in advance. We have the right to refuse you access to the golf course at the Club, where a prior booking has not been made by you. Bookings can be made (subject to availability), online, over the phone or in person, at the Club. Roll Ups must be played in 4-ball

4. Our rights to make changes or suspend access to the Club

4.1 Minor changes. We may change the facilities offered by the Club:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat.
- (c) deal with technical problems or make minor technical changes
- (d) investigate any complaints that we receive about you; or
- (e) adverse weather conditions that affect the use of the Club and/or its facilities.

5. Membership Term

5.1 When your Membership will commence. Your Membership will commence on the date notified by us to you when accepting your Membership Application “Start Date”.

5.2 Duration of the Membership. Your Membership shall continue from the Start Date until the Term Renewal Date and, will automatically renew each Membership Year on the Term Renewal Date (unless we have received written notice in accordance with clause 5.3, until such time as the Membership is terminated in accordance with these terms.

5.3 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 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 for your Membership to renew. Your Membership will then terminate at the end of that Membership Year. Failure to provide 30 days notice means membership automatically renews for another year and full fees become liable.

5.4 Change to 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 your membership category with us at any time during the Membership Term. We have the right, at our discretion, to decline such request. Where we accept your request to upgrade, we will notify you of the date that the upgrade shall take effect and, any change in the membership fee as a result of the upgrade. There is no provision to downgrade your membership.

6. Fees for the Membership

6.1 Membership Fee - Membership fees are calculated in accordance with the membership category that you have purchased (as set out in the Membership Application). Membership fees must be paid in full for each Membership Year in advance of the Start Date or, the Annual Renewal Date of the Membership or, by monthly direct debit instalments as detailed in Clause 6.2.

6.2 Direct Debit Payments –

- a) 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 upon demand. 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. We will not accept any liability or responsibility for any bank charges you accrue as a result of this happening. Where you fail to pay any amount due to us by the due date for payment, we have the right to charge you interest at the rate of 4% above the base lending rate of National Westminster Bank Plc. You must pay us the interest together with the overdue amount.
- b) If you remain in arrears for more than one month, you will be liable to pay the entire balance/remaining instalments due for your Membership year including any outstanding balances.
- c) Whilst you remain in arrears you may not use your Membership unless permitted to do so in writing by the Director of Golf on a case-by-case discretionary basis only

6.3 No refunds if you do not attend the Club. Please note we will not refund any membership fees to you 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 or not you make use of the Club facilities or attend the Club.

6.4 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 by providing you with at least 30 days written notice.

6.5 Same Household Discount – Members who live at the same address can apply for a 7.5% discount on the membership fees. This excludes Juniors, Intermediate and Intermediate Plus membership categories.

7. Your right to suspend your Membership

7.1 Requesting a suspension. You must apply in writing to the Director of Golf at golf@crondon.com of the Club 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 doctor’s note) confirming that you are unable to use the Club 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).

7.2 If we agree to the suspension. If we agree to suspend your Membership due to any of the reasons set out in clause 7.1, we will suspend your Membership for a minimum period of 1 month and a maximum of 3 months. Suspension of your Membership is at our sole discretion. During the suspended period, you will not be provided access to the Club, golf course or members benefits associated with the Membership Card and we will not charge you for the Membership fees (if you pay on a monthly basis). In practical terms, by suspending your membership we will postpone your annual renewal for the same period as your suspension period

8. Our rights to terminate your Membership

8.1 We may end the contract (terminate your Membership) if you break it. We may end the contract at any time by writing to you if:

- (a) you commit a serious breach of these terms or any Club Rule and the breach, if capable of remedy, is not remedied within 7 days of us notifying you to do so;
- (b) you do not make any payment to us when it is due;
- (c) you provide us with details which you know are false when submitting your Membership Application or submitted on the IG system and, the false declaration would have affected our decision to grant membership or offer you a membership renewal;
- (d) your conduct, whether or not 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 other users of the Club or any of our employees.

8.2 You must compensate us if you break the contract. 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 that Membership Year.

8.3 What happens if we terminate the contract. 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 use the Club and/or its facilities as a Member shall terminate immediately. You will not be entitled to claim for a refund in any Membership fees paid in advance and, you must promptly return your membership card to us.

8.4 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 any amount paid by you to us, for the Membership, 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.

9. Rules of the Club

9.1 These terms and the Club Rules (as amended from time to time) govern the contract between you and us. You can find a copy of the current version of the Club Rules on our website at www.crandonparkgolfclub.co.uk.

9.2 You must adhere to all signs, notices and information intended for your safety and the safety of others at the Club. For our safety, you must ensure that you are not in the path of moving golf balls, clubs or buggies at any time.

9.3 If you suffer an accident whilst at the Club premises or grounds, you must promptly report details of the incident to a senior member 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.

9.4 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 maximum period of 3 months. If the lost property is not claimed within this period, we have the right to dispose of the property without notice.

10. Our responsibility for loss or damage suffered by you

10.1 Where you sustain loss or damage, you must notify of us of this in writing within 7 days of the alleged loss or damage occurring. Such notification must be sent to the Director of Golf at golf@crandon.com

10.2 Damage to your property. We do not accept liability for your cars (or other vehicles), the contents of such vehicles or other property that you bring to the Club. All such items brought to the Club are brought at your own risk.

11. How we may use your personal information

11.1 How we will use your personal information. 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. You give us permission to access and use all personal data stored in the IG system.

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

12. Other important terms

12.1 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 we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

12.2 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you when practicable to let you know if we plan to do this.

12.3 You may not transfer your rights or your obligations under these terms to another person. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

12.4 If a court finds part of this contract illegal, the rest will continue in force. 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.

12.5 Even if we delay in enforcing this contract, we can still enforce it later. 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 or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide you with access to the Club, we can still require you to make the payment at a later date.

12.6 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.

12.7 In all instances the Director of Golfs decision is final and binding where a dispute arises.

12.8 This document should be read in conjunction with Crondon Park Tee Time Booking Terms and Conditions and Crondon Park Membership Price List all of which are available on request.

12.9 From time to time it may be necessary to alter the terms contained herein. In such circumstances we will notify you by writing to you at least 7 days in advance of any said changes.