BAWBURGH
GOLF CLUB

Golf Membership Terms & Conditions

1. Membership Terms & Conditions of Bawburgh Golf Club

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 1st August each year.
- Club: means Bawburgh Golf Club, operating as Glen Lodge Bawburgh Limited, Marlingford Road, Bawburgh, NR9 3LU.
- Club Rules: means our club Code of Conduct, available from the Golf Reception.
- 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 card provided by us to you that enables you to add credit to it for the purposes of purchasing discounted food and beverage from the bar.
- Membership Term: means the period of your Membership, commencing on the start date.
- Membership Year: means any consecutive 12 month period of the membership commencing on 1 August and expiring on 31 July.
- Start Date: has the meaning prescribed to it in clause 5.1
- We/us/our: means Glen Lodge Bawburgh Limited and all companies within that bracket, Bawburgh Golf Club, Glen Lodge Bawburgh, Norwich Family Golf Centre.
- 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 completing your membership 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. If you think that there is a mistake in these terms, please contact us to discuss.

2. Contact Information

2.1. How to contact us. You can contact us by phoning us on 01603 740404 between 7am - 5pm or by writing to us on office@bawburgh.com or Bawburgh Golf Club, Marlingford Road, Bawburgh, NR9 3LU

2.2. How we may contact you. If we have to contact you we will do so by phone or by writing to you at the email address or postal address you provided to us in your membership application.

2.3. "Writing" includes emails. When we use the words "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, 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. What happens once we accept your membership application. Following the acceptance of your membership application in accordance with clause 3.1, we will issue you with a bag tag and a membership card.

3.3. Membership Card. Please note:

- A membership card is valid for payment use only when your account with us is not in arrears.
- Any discounts, promotions or special offers that we provide to you with the membership card are at our sole discretion and, may be withdrawn or amended by us at any time.
- Your membership card can only be used in your presence. If you provide your membership card to another person to make use of discounts, special offers or promotions associated with having a membership card, we have the right to end your membership without providing a refund to you.

3.4. Golf Bookings. All golf bookings must be booked in advance. We have the right to refuse you access to the golf course, 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, up to 14 days in advance of the day being booked.

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; to reflect changes in relevant laws and regulatory requirements; and to implement minor technical adjustments and improvements, for example to address a security threat or health and safety risk.

4.2. Reasons for suspension. We may have to suspend your membership and/or access to the club to; deal with technical problems or make minor technical changes update the facilities offered by the club to reflect changes in relevant laws and regulatory requirements investigate any complaints that we receive about you; or adverse weather conditions that affect

the use of the club and/or its facilities.

4.3. **Royal Norfolk Show Week.** On the week of the annual Royal Norfolk Show, the 18 hole course is closed Monday - Friday, with limited access to the 9 hole course on Monday, Tuesday & Friday. This is due to legal land lease agreements and cannot be violated.

4.4. **Your rights if we suspend your access to the club.** We will contact you in advance to tell you we will be suspending access to the club, unless the problem is urgent or an emergency. If we have to suspend access to the club, for any reason other than disciplinary, for longer than 7 days in any 1 month period we will adjust the price so that you don't pay for the membership whilst access to the club is suspended.

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 next Annual Renewal Date (unless we have received 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 (and in the event that the start date is anything other than 1 August, for such period of time between the start date and the first Annual Renewal Date) that your membership continues. You may however, decide not to renew your membership at the period of renewals. Your membership will then terminate at the end of that membership year.

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 package, 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.

5.5. **Suspension of Membership due to medical condition/s or injury suffered.** Notification must be made to Glen Lodge Bawburgh Ltd in writing or by email. A doctor's note or hospital letter must be provided to support any suspension of membership. A minimum term of 60 days unable to play due to an injury suffered or medical condition is required to be considered for an adjustment to fees for the following season taking into account lost time.

6. Fees for the Membership

6.1. **Membership fee.** Membership fees are calculated in accordance with the membership package 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 instalments. Where the start date is any date other than 1st August, your membership fee will be calculated on a pro-rata basis for the period of time between the start date and the first annual renewal date. When the expiration date is reached, BRS GOLF will automatically deactivate the member's account.

6.2. **Payments.** Subscriptions shall be due on acceptance as a member or at annual renewals. Payments can either be made in full or through the BRS GOLF monthly payment scheme. Monthly payment schemes can be set up using a debit or credit card.

6.3. **Monthly payments.** Upon acceptance of your membership application we will take the 1st month payment upfront and a £100.00 holding fee, in the case of missed payments or early termination of the membership contract. You will not receive the £100.00 back unless you chose not to renew on the annual renewal date. If we do not receive monthly payments by the end of the month that it is due, we will contact you to make payment as soon as possible. A missed payment will result in suspension of your membership until you are able to settle the arrears on your membership.

7. Our rights to terminate your Membership

7.1. **We may end the contract** (terminate your membership) if you are in breach of any of the terms and conditions or club rules. We will do so at any time by writing to you if:

- you commit a serious breach of these terms or the club rules and the breach, if capable of remedy, is not remedied within 7 days of us notifying you to do so;
- you do not make any payment to us when it is due;
- you provide us with details which you know are false when submitting your membership application to us and, the false declaration would have affected our decision to grant membership to you;
- 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 interest; or
- you cause nuisance or annoyance to other users of the club or any of our employees.

7.2. **If we end the contract in the situations set out in clause 7.1** 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.

7.3. **What happens if we terminate the contract.** Where we terminate your membership under clause 7.1, 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.

7.4. 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.

8. How we may use your personal information.

8.1. How we will use your personal information. We will use the personal information you provide to us to:

- provide and administer your membership with us
- to process your membership fee payments securely
- to communicate with you regarding your membership, renewals, or any changes to these terms
- to contact you in relation to any complaints or disciplinary matters

You acknowledge that we are a data processor for the purposes of GDPR 2018 in respect of any of your personal information that we process.

8.2. Third parties. In accordance with the General Data Protection Regulation 2018, The Company will ensure that personal data is processed lawfully, fairly and transparently. Data will be collected for specified, explicit and legitimate purposes and not processed in a manner incompatible with those purposes. The personal data that we hold will be accurate and where necessary be kept up to date. The Company will not pass your personal data on to any third parties except where processing by a third party is necessary for the performance of a task or a contract. We will only give your personal information to third parties outside the scope of your membership where the law either requires or allows us to do so.

9. Golf Handicap Code of Conduct

9.1. Purpose.
This code of conduct aims to ensure all members adhere to the highest standards of fairness and integrity in reporting and maintaining their golf handicaps. It is designed to promote equitable competition and uphold the spirit of the game.

9.2. Honesty and Integrity.
Members must always post accurate scores for every round played, ensuring that all scores reflect their true performance. Deliberate manipulation of scores to influence a handicap is strictly prohibited.

9.3. Score Posting.
All scores from rounds played under the Rules of Golf must be posted, regardless of whether they were played in casual or competitive settings. Scores should be posted as soon as possible after the round is completed, ideally on the same day.

9.4. Adjustment of Scores.
Members must apply the appropriate adjustments as required by the handicapping system in use. Scores should be adjusted for any unusual conditions that significantly affect the playing difficulty.

9.5. Playing Conditions.
Scores should only be posted for rounds played under conditions that adhere to the Rules of Golf.
Rounds played with significant deviations (e.g., practice rounds with multiple balls, non-conforming equipment) should not be posted.

9.6. Peer Review.
Members should participate in the peer review process by observing the playing and score-posting habits of fellow members. Any suspected discrepancies or violations should be reported to the Handicap Committee.

9.7. Handicap Committee.
Bawburgh Golf Club Management is responsible for overseeing the proper application of the handicap system and ensuring compliance with this code of conduct.
Bawburgh Golf Club Management has the authority to adjust handicaps, enforce penalties, and take corrective actions as necessary.

9.8. Penalties for Breach.
Violations of this code of conduct can result in penalties, including handicap adjustments, suspension of handicap privileges, or membership termination.
Severe or repeated offences may be subject to disciplinary action as determined by the Handicap Committee.

9.9. Communication and Education.
The club will provide regular communication and educational resources to help members understand and comply with the handicapping system and code of conduct.
Members are encouraged to seek guidance from the Handicap Committee whenever they have questions or concerns.

9.10. Commitment to Sportsmanship.
All members are expected to demonstrate sportsmanship, respect for fellow golfers, and uphold the integrity of the game. The true spirit of golf is reflected in the honesty and fairness with which members manage and report their handicaps.