



HEVER CASTLE GOLF CLUB

Membership Rules & Conditions

OVERVIEW

We may amend these Terms and Conditions from time to time, but we will always post these changes on our website and a note will be put at the reception of the Club. Members are respectfully reminded of their obligation to observe all rules and conditions and to make every effort to comply with any reasonable request made by the Club Management namely, the General Manager, Clubhouse Manager, Director of Golf, Membership Manager and Front of House Manager. You can use the Club facilities in accordance with your membership category, which is explained below.

2.0 FEES

2.1 Amount

All Members must pay a Membership Fee annually, according to the category of Membership, chosen at the time of the purchase. Hever Castle Golf Club reserves the right to vary the Membership Fee at the time of the Member's renewal in accordance with the clause 2.6 below. The fees, as well as any privileges and restrictions that may apply to the use of the Club facilities shall be determined by the category of Membership purchased by the Member. Membership joining, administration and subscription fees are non-refundable. Membership charges are subject to annual review, all changes are to be notified prior to renewal date (1st May). Membership charges include VAT, changes in the applicable rate may be made by the regulatory authority from time to time. The company reserves the right to pass on such changes at its discretion.

2.2 Administration and Joining Fees

All new Members must pay non-refundable Administration and Joining Fees (when applicable) which are due at the beginning of the Membership term. Should a member leave and then rejoin at a later date, further administration and joining fees become payable at the rate prevailing at the time of rejoining.

2.3 Membership Subscriptions

Members have a choice to pay their fees either monthly in advance via Direct Debit, allowing the Members to spread the full year's Membership Fee over the

course of a year, or in full for the commitment period, and then annually thereafter via cash, cheque, Direct Debit, selected credit cards or bank transfer. The type of payment is elected by the Member. Monthly payment is subject to a 5% processing fee.

2.4 Initial Payment

Should the member choose to pay by Direct Debit and there be insufficient time to activate the bank mandate (approximately 15 days) the joining member will be asked to pay for the subsequent month in advance.

2.5 Direct Debit Payments

2.5.1 All Direct Debit collections will take place on or just after the 2nd of each month unless otherwise advised. Where the 2nd of the month falls on a weekend or a bank holiday, payment will be collected from the member's bank account on the next available banking day. Should the annual membership payments by Direct Debit instalments be broken, the balance of the subscription for the entire commitment period will become immediately payable in full.

2.5.2 Monthly Direct Debit payments include an administration fee of 5% to reflect that the annual Membership subscription is being paid by instalments. This monthly charge is subject to annual review.

2.6 Amendment of Charges

Members are notified in writing of any changes in their subscription with a minimum of two weeks' notice.

2.7 Missed and Late Payments

Member status is maintained provided the Membership is current and fully paid up, or payment arrangements acceptable to the Club have been made, otherwise the access to the Club premises may be refused and on-line services withdrawn. Non-payment may incur an administration fee. If an overdue subscription is not paid within 14 days, the subscription for the remainder of your commitment period will become payable, in full. Once outstanding fees have been met in full, normal access rights will be reinstated.

2.8 Direct Debit Rejections and Cancellations

Should a Direct Debit fail to be collected due to insufficient funds, a second attempt will be made to draw the overdue subscription within 10 working days. Should this second attempt also fail, an attempt to draw a double payment in the following month's Direct Debit collection will be made. Should a Direct Debit fail to be collected due to cancellation, a letter will be sent requesting payment for current month together with a replacement mandate.

2.9 Recovery Action

Hever Castle Golf Club reserves the right to use a debt collection agency to collect outstanding balances owed to them. Debt outstanding for over 30 days may be referred to the agency. Outstanding balance and collection agency charges will be payable by the Member, including the monthly administration charge.

3.0 MEMBERSHIP CONDITIONS

3.1 Member Application

Application Forms must be completed by all Members when purchasing Membership. No application will be accepted until clearance of relevant fees and/ or the Direct Debit form is completed. Acceptance of Membership shall be at the sole discretion of the Hever Castle Golf Club Limited. The payment terms will be stated in the Application Form.

3.2 Contract and Club Rules

These Terms and Conditions, along with the contract, form the principle Agreement between the Member and Hever Castle Golf Club. In signing the Contract, the Member is expected to comply with the Club Rules & Conditions in this document. 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.

3.3 Health Status

At enrolment, members must declare any injury, illness or other health condition that may prevent them from using some or all of the club facilities. Members are also required to report any changes in their health status that may subsequently prevent them from using some or all of the club facilities and will only be permitted to return to exercise with approval of their doctor.

3.4 Commitment

Membership of the club involves an ongoing commitment. Golf membership is an initial commitment from the date of joining until the following rate review date and annually thereafter whilst remaining subject to the rules of suspension and termination.

3.5 Restrictions

Access rights apply to certain categories of membership. Please refer to the membership category schedule in the Club Rules for full details.

3.6 Transfer of Membership

Memberships are not transferable and cannot be used by anyone else.

3.9. Suspension of Membership

3.9.1 Hever Castle Golf Club reserves the right to cancel or suspend Membership at any time in the following circumstances:

(a) If a Member commits a serious or repeated breach of these Terms and Conditions, and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice.

(b) If any part of a Membership Fee due by a Member is not paid (by way of cleared funds) on or before its due date.

(c) 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 Hever Castle Golf Club terminates this agreement for any of the above reasons, The Club reserves the right to retain all monies that a Member has paid under their agreement.

3.9.2 Membership suspension can only be applied to annual membership types and will only be granted in the following circumstances:

(a) Should the Member move overseas, and proof of the permanent address change is provided.

(b) Serious illness or injury, likely to preclude the Member from using the Club for a period of at least 6 months. The Club will request reasonable evidence of the Member's illness or injury, such as a doctor's certificate.

(c) Loss of livelihood – Proof of Income Support or redundancy

3.9.3 Suspensions must be requested in writing no later than 25th of the month to take effect from the 1st day of the following month and will not be granted retrospectively. Suspension of membership will not be permitted until the first full month of membership has been completed and will be for a minimum of one month and a maximum of nine months, effective from 1st of any month only. A monthly suspension fee will be charged for all adult and intermediate memberships at £25 per month.

3.10 Membership Termination

3.10.1 Early termination will only be granted in the following circumstances on production of the specified third party evidence:

(a) Should the Member move overseas, and proof of the permanent address change is provided.

(b) Serious illness or injury, likely to preclude the Member from using the Club for a period of at least 6 months. The Club will request reasonable evidence of the Member's illness or injury, such as a doctor's certificate.

(c) Loss of livelihood – Proof of Income Support or redundancy

3.10.2 Golf membership may only be terminated on the annual review date.

3.11 Changing Membership Category

Requests for changes to membership categories must be made in writing by 25th of the month prior to the change taking effect. Golf membership may be upgraded at any time but may only be downgraded to take effect at the rate review date each year.

3.12 Membership Cards

Hever Castle Golf Club will provide all members, including juniors, with membership cards. Membership cards are not transferable and are to be used by the named member only. Members must carry their membership card when visiting Hever Castle Golf Club. The loss of a card should be reported immediately to Hever Castle Golf Club staff. We reserve the right to charge for a replacement. Any misuse of membership cards will result in an immediate cancellation of membership.

3.13 Children in the Club

Parents are reminded that they are responsible for their child's behaviour at all times when visiting club premises. The Club maintains age restrictions over the use of certain equipment and facilities.

3.14 Use of the Facilities

3.14.1 Use of club facilities is determined by your chosen membership category, an outline of which is provided later in this document.

3.14.2 Hever Castle Golf Club may at any time, without penalty, withdraw all or part of its facilities/Course Status for any period with or without notice in connection with any unforeseen circumstances/ Environmental Conditions or any reasonable repair, alteration, cleaning maintenance work or similar reason deemed necessary for the safe operation of the club.

3.14.3 Hever Castle Golf Club also reserves the right to set aside facilities for external events.

3.15 Liability

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.

Hever Castle Golf Club will use its reasonable endeavours to ensure that all facilities are maintained in full working order and the Company will compensate the Member for any loss or damage which the Member may suffer if the Company fails to carry out its obligations under this agreement or to a reasonable standard or breaches any duties imposed on the Company by law (including if the Company causes the death or personal injury to the Member by the Company's negligence) unless that failure is attributed to:

- (a) the Member's misuse of the facilities;
- (b) the Member's disregard or breach of health and safety rules and procedures of the premises or breach of this agreement; SEE Health + Safety/Risk Document.
- iii) a type or level of exercise/use which is not suited to the Member's physical limitations or otherwise aggravates ailments, disability or life-threatening conditions;
- (c) events which neither we nor our suppliers could have foreseen or forestalled even if we had taken all reasonable care.

Members must seek medical advice as necessary to ensure that the intended exercise will not adversely affect health and physical condition. The Company will not accept any responsibility 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 seek 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. Any member or guest who suffers injury or accident on Hever Castle Golf Club premises must immediately report the incident, and the circumstances under which it occurred, to the General Manager or Duty Manager.

3.16 General

3.16.1 No food or drink, alcoholic or otherwise, are allowed into the Club to be consumed within the Club or its grounds unless purchased on site.

3.16.2 The General Manager, whose decision shall be final, shall determine any dispute that may arise with regard to the interpretation of these rules.

3.16.3 Members must advise the Club immediately of any change to their personal details, including change of name, home address, e-mail address and contact telephone numbers.

3.16.4 Members and guests should comply with any reasonable request from the General Manager to facilitate the smooth operation of the club, its facilities and for the convenience of the membership at large.

3.17 Members Code of Conduct

Hever Castle Golf Club 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. Members and guests must at all times comply with HCGC Rules including but not limited to the following points:

(a) Be suitably attired having regard to the occasion and/or intended use of facilities/premises.

(b) We will not tolerate Members or staff being the subject of any type of abuse, violence, threat, discrimination, profanity or intimidation. You must at all times demonstrate respectful behaviour to staff and Members. At our sole discretion, we may suspend you from the Club immediately and/or terminate your Membership.

(c) HCGC reserves the right to require any Member to make good any damage or destruction of the facilities caused by the Member's negligence, default or wrongful act.

(d) The Club reserves the right to withhold renewal for any member known to have unduly disparaged/Negatively affected the Business or/any member of the Club, Employee or Owner either physically or via digital media.

Miscellaneous 4.0

4.1 Players should not under any circumstance go out or remain on the golf course when they hear one prolonged note of the klaxon. Players must discontinue play immediately because play has been suspended by a nominated representative of The Club. Play will be resumed on the sound of two short notes of a klaxon, repeated.

4.1.1 Players should not seek to retrieve balls hit out of bounds into private property and any suspected damage caused must be reported to the office or the Club Reception after play.

4.1.2 Cars are parked in the Club car park at owners' risk and The Club accepts no liability for damage. All suspected golf ball damage caused by players must be reported to the office or the Club reception after play.

4.2 Greenkeeping staff are mindful to allow golfers uninterrupted and undisturbed play but players should always alert them when they are about to hit a shot which might endanger them.

4.2.1 Care should be taken to observe the entitlement of walkers along the public footpath.

4.3 Members' Guests Playing members may invite up to three guests at a preferential green fee; Members are responsible for the behaviour of invited guests and are also responsible for ensuring that guests are registered as visitors and that the appropriate fees are paid.

4.4 The Course - Members must observe the Rules of Golf and the Etiquette and Behaviour on the Course published bi-annually by the Royal and Ancient Golf Club of St Andrews. The etiquette of golf must always be observed, particularly with reference to allowing following matches to pass through when players are holding up play behind them. All players are advised to book their golf via The Club electronic booking system and abide by those start times.

4.4.1 All play must commence from the 1st Tee Championship & Princes unless via special arrangement.

4.4.2 Members should give priority to users of the public footpath with specific attention given whilst playing to the 9th & 12th Green's and teeing off on the 13th.

4.4.3 Should the Head Greenkeeper deem it necessary to ban the use of trolleys and buggies on the course, players may not use them.

4.4.4 Trolleys must not be taken onto the tees, between a greenside bunker and the green, or onto the fringes of the green.

4.4.5 Practising on any part of the course with more than two balls is prohibited.

Clubhouse 5.0

5.1 No Junior members, under the age of eighteen shall purchase or consume alcohol on the premises.

5.1.1 Golf clubs, trolleys, bags and/or similar equipment shall not be brought into any part of the Clubhouse, other than the locker room, at any time.

5.2 Dress Code –

(a) Whilst playing out on the course we ask that smart casual attire is worn, preferably polo t-shirts and tailored shorts/trousers (no gym, swimming or cargo trousers).

(b) No jeans on the Championship Course. Denim is acceptable in the Clubhouse and on the Princes 9 hole course and driving range.

(c) Shirts should be tucked into trousers/shorts.

(d) Shoes should be Golf Shoes with soles designed for playing on the course (no metal spikes).

(e) As a standalone bar/restaurant casual attire may be worn in the Clubhouse, hats and caps may be worn at the Bar Managers discretion.

Membership Categories 6.0

(a) 7 Day (including intermediate) - 7 Day access across all 27 holes. Entry into all club competitions with the exception of invitation only events.

(b) 5 Day - Access to the Championship Course Monday to Friday only. 7 Day access to the Princes Course. Weekend play on the Championship Course subject to payment of the guest green fee.

Entry into all club competitions with the exception of invitation only events. Weekend events may be played subject to the payment of the guest green fee.

(c) Princes - 7 Day access to the Princes course only. The Championship Course can be played only subject to the payment of the guest green fee.

Access to Princes competitions only.

(d) Flexi (now closed) - 7 Day access to all courses subject to cost as advised with each renewal. Excluded from competing in trophy/board competitions