

## **TERM**

1. This Agreement commences once you have signed the Golf Season Ticket Agreement (also referred to as 'Membership').
2. Your Golf Season Ticket starts from the agreed Commencement Date on the Golf Season Ticket Agreement.

## **FEES AND CHARGES**

1. Please refer to our Price List for full details of all prices. This can also be found on our website at <https://www.stockwoodparkgolf.co.uk/homepage/aboutus/memberships/>

2. Season Ticket Payment Options:

### a). Annual Subscription

The total fee is immediately payable when a Season Ticket is purchased or renewed. Annual Season Tickets run from 1 April to the following 31 March, or pro-rata from the date of purchase to the following 31 March. There is no refund should you choose not to use your Membership during the 12 month period.

### b). Direct Debit Subscription

Monthly fees will be collected on the 1<sup>st</sup> of each month (should this not be a business day, payment will be collected on the next business day), starting in the second month of your membership. Please note that the first month's payment may need to be made upfront depending on your chosen Commencement Date.

If your fees are paid by Direct Debit and you wish to change the bank or account used to pay, you must inform our membership team. Membership fees are payable throughout the period of membership irrespective of your actual use of the facilities. You may be denied access whilst any membership fees or other sums remain outstanding. In the event that membership fees remain unpaid for a period of more than 2 months, we may refer the matter to a third party debt collection company. Your membership is dependent on you maintaining payments of your monthly direct debit and if any monthly direct debit payment is not received on the due date, then your membership will (except in exceptional circumstances and at our sole discretion) be automatically suspended until all due payments have been brought up to date. If 3 or more monthly payments have not been received, we reserve the right to cancel your membership.

3. We reserve the right to periodically review our prices. This may result in an increase in your monthly direct debit membership fee from time to time. Any price increase will be notified to you in writing within 20 days prior to the first collection of your revised monthly Direct Debit.
4. If we need to use a third party service provider to manage our direct debit collections, the company appointed will be supplied with your personal data: your name, address, contact number and bank details for the sole purpose of managing our direct debit collections. As a member, you authorise us to disclose such data to that company.

## **SUSPENSION/TERMINATION**

1. You may suspend your membership for an agreed period, providing you can demonstrate to our satisfaction that there is a valid medical reason that prevents

you from using our facilities. Please note that we may require supporting medical evidence e.g. Dr. Letter.

2. Memberships run for a minimum period of 12 months. In order to cancel your membership after this period, you must give us at least 30 days' notice by emailing [memberfinance@activeluton.co.uk](mailto:memberfinance@activeluton.co.uk) or filling in a cancellation form on site, to expire at the end of the next calendar month. For example, if you serve 28 days on 15<sup>th</sup> May, your membership will run until 30<sup>th</sup> June. Where you terminate this Agreement for any reason during the membership period, all payments will still be payable.
3. During your membership we may accept termination of your membership for medical reasons. Where you can demonstrate that a medical condition would prevent you from using our facilities for a period of at least 2 months we may at our sole discretion waive part of your membership fee that would be due during the minimum 12 months period. Please note that an early termination fee will apply which we shall advise you of following receipt of your Termination Notice/Cancellation Form.
4. We may terminate this Agreement with immediate effect if you are in breach of any of the Golf Centre Rules. Please note all fees due during the minimum 12 month period may still apply.

## **GENERAL TERMS**

1. 48 hours' notice is required to cancel an online booking and non-attendance will result in an activity charge to your account. The course operates as a 4-ball course so please be aware that you may be paired with other players, particularly at busy times.
2. You agree to comply with the golf centre rules which you can find displayed in the Club House as well as on our website <http://www.stockwoodparkgolf.co.uk> and which relate to matters including use of facilities and conduct. We may make changes to the golf course rules at any time and it is your responsibility to make yourself aware of the golf club rules in force from time to time.
3. Members are reminded that it is a breach of this agreement for any member to allow any other person to enter onto the golf courses, whether by allowing such other person to use the member's card or otherwise.
4. Where you are in breach of this agreement and Active Luton take no action or give you time to pay or comply, this will not preclude Active Luton enforcing the breach and/or the terms of this Agreement at a future date.
5. We may assign the benefit of this Agreement and our rights hereunder to a third party on notice to you. Your rights under this Agreement will not be prejudiced.
6. Your season ticket will be cancelled immediately if you cancel your Direct Debit mandate or if any Direct Debit cannot be collected in accordance with such mandate. Full payment will then be immediately due.
7. You agree to advise us immediately of any change to the Personal Details provided in the Golf Season Ticket Agreement.
8. You agree that we are able to use your personal data for the purposes of administration, assessment, credit checking, customer profiling and improving our services.
9. You will be entitled to all the rights and privileges exercisable for your Season Ticket Type, as indicated on your Membership Agreement.

10. Your Agreement is non-transferable.
11. Upon signing this Agreement you waive all rights to a cooling off period.
12. This Agreement is to be construed and governed by English law and disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

### **USE OF EQUIPMENT AND FACILITIES**

1. We reserve the right to alter certain facilities or restrict access to our premises, whether in whole or in part, on a temporary basis for decorating, cleaning, essential repairs or maintenance of equipment and special events.

### **PERSONAL BELONGINGS**

1. Lockers are provided for the security and storage of small personal belongings whilst you are on site using the facilities.
2. Members should take all reasonable steps to take care of their personal belongings and should not leave items unattended.
3. We accept no responsibility for the loss of any item on the premises including items left unattended or in lockers.
4. Items found on clearance of lockers and other items of personal belongings found at the end of each day will be deemed lost property.
5. Lost property will be kept in a safe storage for fourteen days and if not claimed will be disposed of. Any proceeds of any sale of such items will be retained by the Golf Centre.

### **CONDUCT**

1. Members using the facilities must behave courteously and politely at all times.
2. Members shall not disturb or cause a nuisance to any other users of our facilities or to any member of our staff.
3. Members must not:
  - (a) smoke in any part of the premises;
  - (b) bring alcoholic or intoxicating liquor, narcotics or other mood-altering substances onto the premises; or
  - (c) use the facilities while under the influence of alcohol, narcotics or other mood-altering substance.
4. We reserve the right to refuse admission or ask anyone to leave if we believe they are in breach of this Agreement or the Golf Club Rules.
5. We may from time to time introduce, amend and or revoke (by way of notices on our premises and/or our website) rules and codes of behaviour (including a dress code), which would form part of this Agreement and with which members must comply.

### **LIABILITY FOR LOSS AND DAMAGE**

We shall compensate you or your estate in respect of any uninsured loss or damage to your personal property, or upon your death or any personal injury suffered by you, to the extent that any of the foregoing is caused directly by our negligence or our breach of this Agreement or any term implied by law, except where such a breach is caused by you or an event outside our reasonable control. Subject to the aforesaid in this Agreement all liability to you is excluded.

## **SEVERANCE**

If any part of this Agreement is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from this Agreement and the remaining provisions of the Agreement will otherwise remain in full force.

## **NOTICES**

Notices under this Agreement will be in writing and sent to the member or Active Luton, as the case may be, at the address set out in the Golf Season Ticket Agreement. They may be given, and will be deemed received:

- (a) by first class post (two business days after posting);
- (b) by hand (on delivery); and
- (c) by email (on receipt of a delivery or read receipt mail from the correct address).

## **DATA PROTECTION**

All data held by Active Luton will be handled in line with our Privacy Policy. In addition, the information held about you by Credit Reference Agencies may be linked to records relating to any person with whom you are financially linked. Read the paragraph entitled "Use of Associated Records" below before you sign. In operating your Agreement, we may search your record at Credit Reference Agencies. They will add to your record details of our search and your Agreement and this will be seen by other organisations and make searches. This and any other information about you and those with whom you are linked financially may be used to make credit decisions about you and other members of your household. We may also add to your record with the Credit Reference Agencies details of your Agreement with us, the payments made under it and any default or failure to keep its terms and any change of address. These records will be shared with the other organisations and used by us and them to help make decisions about credit and credit related services such as insurance for you and members of your household; trace debtors and recover debt. For these purposes we or they may make further searches. Although these searches will be added to your record, they will not be shared with others. Please telephone us on 01582 400272 if you want to have details of those Credit Reference Agencies from whom we obtain and to whom we pass information about you. You have a legal right to these details. You have a right to receive a copy of the information we hold about you if you apply to us in writing. A fee will be payable.

## **FORCE MAJEURE**

During the term of this Agreement we will not be held liable for an event which we could not reasonably foresee or prevent. Such events may include without limitation, war or threat of war, riot, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, epidemics and pandemics and all similar events outside our or any of our suppliers control. If we are unable to perform our duties and obligations under the Agreement as a direct result of a force majeure event the operation of the Agreement shall be suspended to the extent the force majeure event applies during the period (and only during the period) in which the cause

continues to have effect. If the affected party continues to be unable to perform the affected duties or obligations as a result of the force majeure event for a period of more than 60 days either party has the right to terminate the Agreement upon giving 30 days written notice.

### **USE OF ASSOCIATED RECORDS**

We may search records at Credit Reference Agencies which may be linked to records relating to your spouse/partner or other persons with whom you are linked financially and other members of your household. For the purposes of this Agreement, you may be treated as financially linked and you will be assessed with reference to “associated” records. Where any search is completed involving joint parties, you both consent. You both consent to us recording details at Credit Reference Agencies. As a result an “association” will be created which will link your financial records and your associate’s information may be taken into account when a future search is made by us of another lender unless you file “dissociation” at the Credit Reference Agencies.

### **The Direct Debit Guarantee** (This should be retained by the payer)

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Banks and Building Society.
- If the amount to be paid or the payment dates changes Active Luton will notify you 20 days in advance of your account being debited or as otherwise agreed.
- If an error is made by Action Luton or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of the letter to us.