

# **Nene Golf Membership Terms**

#### 17/01/24

We may change these terms and conditions from time to time, but we will always post the date of these changes above.

### Membership

Not all membership categories may be always available, and we may decide to stop providing certain categories. We will inform members of any such restrictions at the time of joining or renewing membership.

All new members are required to complete an application form that contains some personal information. Whoever signs the membership application form will be jointly and individually responsible under this agreement. This means that each of those persons will be responsible for paying all the appropriate membership subscriptions and any other charges that they may incur for any other person for whom they have signed the membership form, for example, a spouse or child.

Following the rise of Covid-19 in 2020, it has become clear we should offer clarity when it comes to memberships and golf course closures.

The balance of member access against the continuous cost of running two golf courses, which still require large budget allocations even when closed, brought in new membership offerings in 2021 which continue for the coming years.

The member-run Nene Park Golf Club can be joined at any time during your membership for an additional fee. Membership to Nene Park Golf Club is provided directly by Nene Park Golf Club for an additional fee. All payments, data and benefits regarding membership to the Nene Park Golf Club is managed directly by Nene Park Golf Club and not Nene Golf LTD. The Club will be in contact with you separately regarding payments and all payments must be made directly to the club not Nene Golf LTD.

Membership to Nene Park Golf Club will give you:

• The ability to obtain or house your handicap.



- Access to competitions.
- Golfing benefits and discounts: through the Club and England Golf
- Personal liability insurance: Every member is provided with £10m personal liability insurance as part of their affiliation to England Golf.

## **Fees and payment**

# **Annual Memberships**

The traditional golf membership, with a commitment to a subscription year which runs from 1st April to 31st March every year or on a pro rata basis. This can still be paid by 0% Direct Debit but is a commitment for the full term, monthly payment cancellations will still be liable for the remaining fees.

For any course closures, no refunds will be given, however range credit will be allocated at the discretion of the Director of Golf.

To cancel, notice must be given before the end of the membership year.

We reserve the right to alter the annual subscription rate. This will normally occur at the renewal date. When you receive notification of either a renewal or a change in the subscription rate you will have the option of renewing or declining your membership.

You will not become a member or be able to book tee times to play the course until the appropriate fee has been paid. The annual subscription fee can be paid annually upfront or paid by monthly instalments however either must have been processed for your membership to begin. If you are joining after direct debits have been submitted and you wish to join you must pay that month's membership fees. There is currently no extra charge for Direct Debit method of payment.

Annual Membership is a contractual membership with Nene Golf Limited. We only offer a refund on new annual Golf Membership fees if this is within 14 days of your joining date, subject to payment of green fees for any golf played. These are renewed annually even if split by Direct Debit.



All members shall pay all membership fees irrespective of actual usage of the golf course(s) facilities.

If the company is unable to collect the direct debit fee on the due date (the 6<sup>th</sup> of every month). The company will automatically re-submit the request for payment. Should we be unable to collect the payment you will be liable for the remaining months contracted, for which you will be invoiced.

Nene Golf Limited 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.

You are unable to suspend your membership during your annual contract term. You may alter your category to a Flex membership while you recover from an injury on receipt of a medical certificate provided to the office and at the discretion of the Director of Golf.

A member may not downgrade their membership within the current annual contract. No refunds or release from contractual obligation will be provided to members relocating during the current year of any contract period.

Any requests for refunds for any reason will be at the discretion of the Director of Golf and must be given in writing to <a href="mailto:simon@nenegolf.com">simon@nenegolf.com</a>.

# Flexible Membership (non-contract)

Options that do not require a full year commitment but can still offer playing rights.

Monthly paying Memberships will not be suspended for weather or other closures. These memberships can be stopped at any time and the member will revert to Club Flex for the remainder of the Annual Year (01 April – 31 March)

By taking out our flex 7-day or 5-day membership you are committing to a 1-month rolling contractual membership term payable by monthly Direct Debit. These terms are based on a full calendar month and will commence on the 1st of each month. There are no fees or interest charged for paying your membership by DD – collected monthly on the 6th of every month.



Your monthly direct debit payments will continue automatically each month until you instruct us to cancel your membership. We require at least 14 days notice of cancellation before your direct debit due date in writing to simon@nenegolf.com. Members are advised to take steps to cancel their Direct Debit directly with the bank thereafter.

### Flex Membership

Flex Members must pay green-fee rates and entry fees to competitions either in advance through the booking portal or upon arrival at the chosen course. Green-fee discounts apply at certain times only please check your membership or with the Nene Golf office when you apply.

# **Club Membership**

The member-run Nene Park Golf Club can be joined at any time during your membership for an additional fee. Membership to Nene Park Golf Club is provided directly by Nene Park Golf Club for an additional fee. All payments, data, and benefits regarding membership to the Nene Park Golf Club is managed directly by Nene Park Golf Club and not Nene Golf LTD. The Club will be in contact with you separately regarding payments and all payments must be made directly to the club not Nene Golf LTD.

To hold a handicap or take part in competitions membership to Nene Park Golf Club must also be obtained either on its own or alongside an existing membership.

By paying your Club Membership fee you are agreeing to Nene Park Golf Clubs membership terms and conditions.

# **Breach of Contract**

Nene Golf Limited reserves the right to cancel or suspend membership at any time in the following circumstances:

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



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.

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 the Company terminates this Agreement for any of the above reasons, the Company reserves the right to retain all monies that a Member has paid under his Agreement.

## **Booking Tee Times**

We operate an online tee booking system that members are encouraged to use. Tee bookings may be made up to 14 days in advance for members. We reserve the right to change the rules applicable to advanced bookings of tee times.

All members must book their tee time, either by using the online booking system or by calling the Nene Golf office. Please also add the players to your tee time, whether fellow Members or Guests. The purpose of booking tee times is for your convenience and to better manage the use of the course for you and every golfer.

If you have booked a tee time and find that you are either unable to play or the number of players has changed, then the booking should be amended by phoning the Nene Golf Office or using the online system accordingly. We recognize that members may decide not to play at short notice because of adverse weather conditions or emergencies. However, we will monitor frequent failures to cancel a booking as this may prevent other members from playing or lead to a loss of potential revenue in green fees. Any continued abuse of the booking system may lead to action.

Any members looking to book 9-holes must do so before 07:30am on the back 9 or during twilight times weekdays only - if you are unable to physically complete the full 18-holes please advise a member of staff when booking.

Between the hours 7am-12noon on Saturday and Sunday we do not allow single player bookings during these peak times. Any single player bookings



made during these peak times will be contacted to give the option to add more players or reschedule the booking. Any no-responses or if no guest additions are made 3-days before the game your tee booking will be cancelled.

Junior and senior golfers bookings - Please book your tee time online as normal then call Nene Golf office and we will add the junior/senior golfer/s to your tee time over the phone. All children aged 12 and under must be accompanied by an adult and we advise that junior golfers over the age of 12 should be accompanied by an adult at all times.

We may impose temporary 'fair usage' restrictions for tee time bookings, applied in exceptional circumstances where demand exceeds supply and we reserve the right to withdraw all or any part of our facilities for any periods where we require them for repair, alteration or maintenance work or forced closures.

Like all courses Nene Golf must balance value, access and fairness to all members and as of 31<sup>st</sup> March 2021 Nene Golf will not be administering weekly bookings for larger groups of members and individuals must book their own tee times through the Club V1 in person or through the Nene Golf office. However, group of members and guests can forward book an occasion or event but to a maximum of one per month.

We do not accept any 2-for-1 or discount vouchers from third party sellers or sites.

#### **Tee Time Cancellations**

Any cancellations of paid green-fees made within 24 hours will not receive a refund, you will however be able to reschedule your tee time to a later date if we are informed before your tee time. To avoid cancellation fees, please inform us at least 24 hours prior to your time. Please do not email, as we may not see it before you are due to arrive.

If you wish to reschedule your booking your new booking must be within the same price band as your original booking or you must pay the difference in green fee prices.



# **Golf Society Bookings**

When making a group or golf society booking with us please advise as soon as possible, of any reduction or increased numbers as soon as possible. Increasing numbers may not able to be accommodated. We ask that Longest Drive and Nearest the Pin markers must be arranged in advance and may not always be available for use (a deposit for use may be requested upon arrival).

#### **Golf Society Fees**

Nene Golf Limited will not issue any refund due to the group cancelling the event. NGL reserves the right to offer the client an alternative date within 30 days of the original booking should a client request to cancel the original date booked on one occasion only.

NGL may, at its' sole discretion, cancel at any time, any Golf event it deems may prove unsuitable or disruptive as a whole. Although not bound to do so we would, if permitted, offer a minimum of 48hrs notice in consideration of the Client's need to amend arrangements. In such event we will refund all monies paid in advance by the Client and shall be deemed to have no further liability arising from the cancellation. In the event that a Client is found to have misrepresented the nature of an event, we reserve the right to cancel the event without refund of monies paid in advance.

Please note: County cards are not accepted for group/society bookings

#### **Weather Notice**

Should the golf course be closed NGL reserves the right to offer a rain check for an alternative date within 30 days of the date booked. All players enter the golf course at their own risk and NGL are not liable for damages to equipment or persons at any time.

#### Liability

Nene Golf does not accept liability for damage or loss to either your property or to a guest's property that may happen on the premises, which includes the



car park. The exception being, where a liability arises through Nene Golf's gross negligence or failure to take reasonable care to avoid any such losses being incurred.

Nene Golf does not accept liability for the injury or death of any member, child or guest that may happen on the premises or grounds of Nene Golf other than a liability that arises due to Nene Golf's gross negligence or failure to take reasonable care. We encourage all members to arrange their own insurance cover.

# **General Terms & Conditions**

By attending a Nene Golf course you agree that on behalf of yourself or any other person in your group will adhere to the following guidelines:

- Admission the golf course and participation in golf is done so at your own risk. Nene Golf will not be held responsible for any loss, cost, expense, injury or damage sustained at the venue.
- You will comply with all safety announcements, signage and directions from members of Nene Golf staff while attending the venue. You will also ensure you and members of your party comply with Golf duty of care and local rules. Failure to do so may result in your party being asked to leave the venue.
- You are responsible for your personal possessions and you accept that Nene Golf Ltd accept no liability for loss, damages or theft of personal property however caused.
- You must use all equipment and facilities in an appropriate manner and give safe regard to your own health and safety and that of others. We reserve the right to cancel membership without refund if these conditions are not adhered to.
- All players are asked to keep up with the group in front not just in front of the group behind
- All players losing ground on the group in front are expected to invite the group behind to 'play through'

#### Rules



In reading and signing the Terms and Conditions on the membership form or renewing your membership, the Member is expected to comply with these conditions, the local rules and course safety.

You must use all equipment and facilities in an appropriate manner and give safe regard to your own health and safety and that of others. We reserve the right to cancel a membership without refund if these conditions are not adhered to.