Bondhay Golf Club
Membership Terms & Conditions

BONDHAY
– GOLF CLUB –

Introduction

Bondhay Golf Club is operated by Bondhay Golf Club Ltd, which is a limited company that is independently and privately owned.

These Terms & Conditions relate to the adminstration, expectations and liabilities of Golf Membership, as well as the wider use of the courses and facilities. This document should be read in conjunction with the Equality, Diversity & Inclusion (ED&I) Policy and Disciplinary Regulations, and any other relevant policies adopted by the club. All policies are available on the Bondhay website at www.bondhaygolfclub.com or on request from the Pro Shop or Club Management Office.

Bondhay Golf Club Ltd is primarily responsible for the day-to-day operation and management of the business and property, including planning and maintaining the courses, employing and deploying staff, and providing Clubhouse services, among others.

The 'playing of golf' is overseen primarily by the Head Professional, Course Manager and Operations Director. The Club maintains a direct and open line of communication with the Club Captain and Vice Captain on matters brought forward by the membership.

The Members' Committee is responsible for the organisation of the majority of official Board Competitions and other relevant events, as well as the entry and management of teams into official leagues and competitions. The Committee and its appointed representatives are responsible for the members' monetary fund which can be used for a variety of things, such as certain union fees, maintaining boards and silverware, competitions food, and the purchasing of team uniform, to name a few.

The Club maintains a 'One Section' approach, whereby all genders are permitted and encouraged to participate in the Board Competitions across the season. Sub-sections that are gender or age specific, such as a Senior Section or Junior Section, are available. Entry requirements for Open Competitions will be outlined with the event listing and event entry form.

Activities associated with membership, such as handicapping, are the responsibility of the Club. The Members' Committee may appoint a Handicap Secretary to review handicap submissions and ensure fairness throughout the year amongst participants alongside the Club's Golf Professionals.

The Managing Director (or designated person) will make the final decision in any dispute regarding competitions or other issues identified at the Club.

Visitors & Guests

These terms and conditions set out the standards that we believe all members would like to see upheld at Bondhay Golf Club. We accept that we have a duty to apply the same standards to those using the facilities at Bondhay who are not members, and we will work to ensure this is the case.

If you see anything you believe to be unacceptable or a breach of these Terms & Conditions, please inform a member of staff and we will take the appropriate action where necessary.

Visiting groups and societies must agree and adhere to the Club's Society Terms & Conditions as part of any booking at Bondhay Golf Club, which outlines the standards expected when using the facilities, including both golf courses.

Definitions

Bondhay Golf Club Ltd, Bondhay Golf Club or the Club — the business and property known as Bondhay Golf Club and the associated facilities including the courses and clubhouse situated at Bondhay Lane, Whitwell Common, Worksop, Nottinghamshire S80 3EH.

We, Us, Our — Bondhay Golf Club Ltd or Bondhay Golf Club

Member — an individual who by way of an annual Subscription payment to Bondhay Golf Club has paid for the right to use Bondhay Golf Club and the facilities as explained in these terms and conditions for a specified period of time. This also applies to Associate Members in 'Renewable' categories who pay a subscription on a non-annual basis.

You, Your — the Member

Member's Guest — an individual invited to use the facilities at Bondhay Golf Club accompanied by a Member.

Visitor — an individual using the facilities at Bondhay Golf Club who is not a member, employee or representative of Bondhay Golf Club Ltd.

Subscription — the amount of money paid by a member to use the facilities in accordance with these Terms and Conditions.

Membership — the rights conveyed to a member by way of the payment of a Subscription.

Membership Category — a specific type of membership which conveys particular rights of use and restrictions of use.

Membership Year — the period for which a subscription has been paid by a member and for which membership rights apply. The period of the 'Membership Year' may be more than a calendar year for selected memberships.

Renewals — the renewing of membership from one 'membership year' to the next without a break.

Terms & Conditions

1. General

1.1 The following Terms & Conditions apply to all golfing members at Bondhay.

1.2 By applying for or paying for a membership or other subscription, you are deemed to have done so in full knowledge and acceptance of these Terms.

1.3 Those applying for membership via the Bondhay website will be asked to digitally review and accept the Terms as part of the application process. Prospective members who apply via paper application form may be asked to sign a paper copy, or be sent an electronic document to sign.

1.4 These terms and conditions may be updated at any time and without prior notice. The latest version will be available at www.bondhaygolfclub.com and in the Club office at Bondhay Golf Club.

1.5 Memberships are non-refundable and non-transferable.

1.6 The Membership Year and relevant Subscription is for a period of one (1) year unless otherwise specified either as part of the Membership Category or a special offer rate. Memberships in the Associate Renewable category do not have a set expiry date.

1.7 Applications for membership are approved or otherwise by the Memberships Officer and/or Operations Director and membership does not commence until an application or renewal has been accepted and the appropriate subscription payment is received.

1.8 Honourary or complimentary memberships, for whatever reason granted, are not subject to a fee, but are bound by these Terms.

1.9 Granting of membership entitles you to use the facilities at Bondhay for the relevant membership period only (where applicable), in accordance with the restrictions applicable to your membership category and these Terms & Conditions. Playing outside of your membership subscription or terms will require the the relevant green fee to be paid. Any unpaid fees will restrict a member's ability to rejoin or renew until any relevant balance is paid in full or a suitable arrangement agreed.

1.10 Granting of membership does not imply an automatic right to renew membership in subsequent membership years.

1.11 We reserve the right to limit the number of members in any given membership category, to amend the allocation of member, guests or visitor tee times, or to close the course at any time. Any such decision will not be made unreasonably but may be made at the sole discretion of Bondhay Golf Club.

1.12 Membership of Bondhay Golf Club is subject to the rules of the Club. Rules may be published in writing or be verbally instructed. This may include, but is not limited to, daily rules of play and dress codes. Club Management and Club Employees reserve the right to implement rulings at short notice, including in respect of protecting the playing surfaces and conduct around the Club.

2. Subscription Payments

2.1 As standard, Subscription payments are due in full at the time of application. Selected membership categories may be able to apply for split payment terms on Direct Debit, or alternatively seek private finance. The membership will be processed on receipt of a completed Application Form and activated once the relevant payment has been made or payment schedule arranged.

2.2 Existing annual Memberships will receive a bill in advance of their renewal date, issued electronically through our membership system. Payment should be made or arranged on or in advance of the renewal date. Renewals bills that remain outstanding three days following the renewal date will automatically render the account inactive and suspend any playing rights.

2.3 Membership categories that do not have a set end date, such as Renewable Associate Memberships, are due at the conclusion of the allocated number of rounds.

2.4 Subscriptions are payable by cash, debit or credit card, or by way of Direct Debit instalment payments. Split payments via direct debit may only be available to selected membership categories, with its availability being at the discretion of the Memberships Officer or other Senior Management Team representative.

2.5 Where agreed, Direct Debit is offered on our Pay In 3 plan as standard. This splits the total balance into three consecutive monthly payments of equal amounts. A member may request variations to this payment schedule, but its acceptance is purely at the discretion of the Memberships Officer or Senior Management Team (SMT).

2.6 Payments made by Direct Debit are processed through GoCardless and are subject to the Direct Debit Guarantee and GoCardless' terms. Direct Debit schemes with the Club may be subject to an administration fee of £20.00.

2.7 When paying by Direct Debit, the payment schedule will be outlined to you via automatic system email. It is the Member's responsibility to ensure that the schedule matches the expected payment dates.

2.8 In the event of a failed or missed direct debit payment, the system will try and reclaim the amount automatically. If the payment fails again, the membership account will be suspended and the full remaining balance due. Reinstatement to the Direct Debit scheme following a missed payment will be at the discretion of the Memberships Officer or SMT.

2.9 Failure to keep to the schedule of payments will result in membership being suspended immediately, with the remaining balance due in full. Failure to pay an outstanding balance will result in a debt claim being made, accruring interest at the relevant rate, plus an administration fee and any court

fees, where applicable. No refund will be given for payments made up to that point.

2.10 Memberships cannot be cancelled during an active subscription year unless agreed with the Management. In the event of early termination within the membership year, the Member will not ordinarily be eligible for a refund. Any outstanding monies will become due immediately as aforementioned.

2.11 In the event of serious illness or injury, application may be made to the Memberships Officer or SMT for a "temporary suspension of membership rights". This will be at the discretion of the Memberships Officer or representative and will be for a period of no more than 3 months. Members will not be permitted to play during this suspension period. You may be asked to provide a letter from your doctor to confirm that you have a serious illness or injury that would prevent you from playing golf. Any members found to be playing during the suspension period will be required to pay a green fee and/or have the suspension period withdrawn.

2.12 Payment schedules must still be kept during a period of suspension.

2.13 Membership fees are non-refundable and non-transferable.

2.14 No refund of membership fees will be made if a member is asked to leave the Club due to their failure to comply with these Terms & Conditions or having committed a disciplinary offence. The Disciplinary Policy is available on the website.

2.15 Any Member that is asked to leave the Club for failing to comply with the Terms or for a Disciplinary Offence will be liable for any remaining balance of their Membership Subscription in full.

2.16 Members applying for a concession rate, such as those available to Juniors, Young Adults and OAPs, may be required to present evidence of their age or enrolment in education.

2.17 On renewal of any relevant Membership, a grace period of 30 days will apply until the Membership is considered officially lapsed, with association to the Club ending.

3. Associate Membership

3.1 Members who take out an Associate Membership will operate on a points-based credit system, which are managed in a wallet on the membership system.

3.2 Every nine holes on the Devonshire Course is equivalent to one point, which is deducted at the time of booking. Points will be added to the wallet on receipt of an intial or renewal payment.

3.3 Associate Memberships are offered in two varieties: Annual and Renewable. Annual Associates run for a period of one year as per a standard membership. Annual Renewables do not have a set renewal or end date, expiring when the account's points or rounds are exhausted.

3.4 In the event that an Associate Member uses all of their rounds or points, they may top up or renew their account in full. Partial or pro-rata top-ups may be offered at the discretion of the Memberships Officer or Senior Management Team (SMT).

3.5 Associate Members are permitted to enter all competitions as per a 'full member' would. However, Associate Members may have different entry requirements for Open Competitions.

3.6 Associate Members are permitted to play in club teams. However, 'full members' are offered priority for places in any teams.

3.7 Associate Members are entitled to list Bondhay Golf Club as their 'home club'.

3.8 In the case of Annual Associate Members, any unused points or rounds will not be carried forward into the new Membership Year on renewal or termination.

3.9 Renewable Associate Members do not require a notice of cancellation as there is no time limit in which to use points and rounds. However, in the event that the Member wishes to terminate their membership of and association to the Club, they can give notice in writing and should specify an end date. No refund will be given for any unused rounds or points, which will be forfeited on the

designated termination date.

3.10 All aforementioned and following Terms & Conditions of membership apply.

4. Ladies Pathway Membership

4.1 The Ladies Pathway membership entitles the holder to a discounted membership rate for up to three years, with the fourth year and beyond being at the full membership rate.

4.2 This membership type is only available to new members. It is not available to existing or renewing active female members of Bondhay Golf Club.

4.3 Previous members of Bondhay Golf Club will only be accepted to this type of membership if they have not held an active membership at Bondhay Golf Club for two or more consecutive years.

4.4 This type of membership is available over a maximum four year period, after which normal membership subscription rates will apply.

4.5 The membership renews on an annual basis and is subject to the standard terms contained herein. The member may terminate their membership on the annual renewal date if desired.

4.6 The member is entitled to the benefits of a 7 Day Adult Membership, which includes 10 day booking rights and unlimited unrestricted use of the Devonshire Course and Academy Course.

4.7 All aforementioned and following Terms & Conditions of membership apply.

5. Use of the Course

5.1 Tee times can only be guaranteed if booked in advance. Bookings can be made in person, by telephone, via the members' booking website portal or app (BRS Golf). Members may turn up at the desired time of play without booking in advance, but this is subject to availability. Golfers are not guaranteed to be able to play at the desired time without pre-booking and may be required to wait until the next available tee time, should one be available.

5.2 Generally speaking, Members' booked tee-times are exclusively theirs, and Bondhay Golf Club will not add any additional players to said time without prior discussion and agreement with the member(s). However, this is at the discretion of the Club and may be relaxed if cirumstances dictate that tee times are scarce, such as peak times on particularly busy days. Tee times are not guaranteed to be exclusive on prime competition fixtures, such as on Opens, Captain's Days, Golf Union-affiliated competitions, and key Club competitions such as the Alan Hardisty Trophy. This is not an exhaustive list.

5.3 Members must adhere to the dress code at all times whilst on the Devonshire Course. The dress code is available in the Pro Shop or on our website. The Pro Shop team and Management reserve the right to refuse access to anyone deemed to be outside of the policy or wearing impermissible garments. The Academy Course, Trackman Range and Clubhouse operate a more relaxed policy, although adhering to the dress code is encouraged. Playing without clothing (i.e. removing a shirt or t-shirt in hot weather) is not permitted at any time, across all facilities.

5.4 All Members must adhere to local rules for the day including any restrictions applied by the Course Manager, Pro Shop team, or Management. This may include, but is not limited to, the availability of greens and temporary greens, use of tees, and use of buggies and individual ride-ons. Any course rules should be verbally delivered to you before play by the Pro Shop team on duty, but will be displayed in writing on a board outside the Pro Shop. Course conditions and rules of the day will also be published each morning on the Club's Facebook Page. It is the Member's responsibility to familiarise themselves with any rules or restrictions. Members have an expectation to adhere to these rules and set an example to others using the course(s) and facilities.

5.5 All golfers, including Members, must adhere to the R&A's Rules of Golf when using the course(s), particularly when playing in competition or marking cards for the purpose of handicapping. Failure

to adhere to the rules may result in disqualification or referral to the relevant Unions and/or the Club's Discipline Officer.

5.6 When on the course, Members should always exhibit high standards of etiquette, avoid slow play, and have respect for the facilities. This includes the repairing of pitch marks, raking bunkers, keeping trolleys and buggies off of tees and greens, etc.

5.7 Greens staff have priority at all times throughout the course. When greenkeepers are working on a green and the flag is removed, the green is not in play and you must wait until the flag is replaced.

6. General Behaviour & Dress Code

6.1 General poor behaviour and the use abusive or threatening language will not be tolerated at Bondhay Golf Club. Any issues will be referred to the Discipline Officer, Club Captain and/or the Senior Management Team (SMT) who will consider all suitable sanctions in line with the Disciplinary Regulations.

6.2 Members are expected to treat all areas of the Club with respect, but particularly sensitive course areas such as the greens and tees. Any intentional damage to these areas, whether through frustration or otherwise, will result in an immediate suspension of membership and disciplinary referral.

6.3 A reasonable standard of dress is expected at all times at Bondhay Golf Club. This applies to the Course, the driving range and the Clubhouse. The management reserves the right to deny access to anyone it believes is not appropriately dressed.

6.4 There is no smoking or vaping allowed in any internal areas of the Clubhouse, Pro Shop, Driving Range, or other outbuildings situated at Bondhay Golf Club. Smoking and vaping is permitted in all outside areas, including on the course. Smoking may be restricted on the course(s) during times of prolonged dry weather to reduce the risk of fire.

6.5 Members are required to contribute to keeping the facilities as clean and tidy as possible, including the proper disposal of litter and cigarettes into the waste bins provided. Under no circumstances should cigarette ends be discarded on the playing surfaces of the course.

7. Member Benefits

7.1 Bondhay Golf Club reserves the right to add, amend, or remove any Member benefits at any time without prior notice.

7.2 Members can book a tee time up to 10 days in advance. Bookings can be made in person at the Pro Shop, via phone or email, or using the BRS Golf Member App.

7.3 Members are permitted to bring an unlimited number of 'Member's Guests' to play at the Club or use the facilities, without time or date restriction. Guests are entitled to a discounted green fee on the Devonshire Course, but the Member must be playing on the same tee time or within the same group. Guests of members are welcome to use all facilities at the Club.

7.4 7 Day or 5 Day Members, including OAP categories, reaching 80 years of age with 15 years uninterrupted subscription qualify for half-price membership.

7.5 7 Day or 5 Day Members, including OAP categories, reaching 80 years of age with 20 years uninterrupted subscription qualify for free membership.

7.6 The Club may publish ad-hoc Member-only offers from time-to-time for a limited period.

7.7 The Members' Committee may offer additional benefits to members at their discretion.

8. Equipment & Buggies

8.1 In line with the R&A Rules of Golf, sharing of golf clubs is not permitted on the Devonshire Course.

There is an exception to this rule in partner forms of play, where you may share clubs with your partner if you have no more than 14 clubs between you.

8.2 Bondhay Golf Club has a number of buggies (golf carts) available for general hire. Anyone hiring a buggy must review and sign a Buggy Hire Agreement and adhere to the conditions set out within. If you are unsure how to operate the buggies safely you must raise this with a member of staff before using the buggy. Under 16s are not permitted to hire or use a buggy without adult supervision.

8.3 Members are permitted to use private buggies or similar, providing that they are suitable for use on a golf course. Those using their own vehicle must also review and sign the Buggy Hire Agreement, as this outlines the rules of use and the Buggy Recovery Policy. Bondhay Golf Club is not responsible for any injury or damage caused to the user or the buggy through improper maintenance or use.

8.4 Buggies and golf trolleys are not permitted on the tee boxes and greens at all times throughout the course. Buggies and trolleys may be subject to varying rules and terms of use throughout the year, subject to current conditions. Anyone found not to adhering to the rules, particularly around the greens and tees, may have their right to hire or use a buggy (or similar) revoked, or be removed from the course. In the event of a buggy being removed mid-round due to negligent use, no refund will be given.

8.5 Any private buggies or ride-ons stored on-site in a garage or container are the responsibility of the owner. Bondhay Golf Club cannot be held responsible for any loss or damage incurred to the buggy, ride-on or container, nor to any person's vehicle that goes beyond the car park or driveway boundaries to access a storage container.

8.6 Members can rent a secure locker from the Club for an annual fee, subject to availability. Equipment and belongings stored at the Club remain the responsibility of the renter/member. Bondhay Golf Club cannot be held responsible for the theft, loss or damage of equipment stored in lockers. It is advised that the member holds a suitable insurance policy.

9. General Liability

9.1 Bondhay cannot be held responsible for any theft, loss or damage to a member's property whilst at Bondhay. This includes any vehicles in the car park, and the storage and use of any private buggies or ride-ons.

9.2 Members are responsible for their own equipment and belongings at all times. Bondhay Golf Club Ltd does not accept any responsibility for losses, damages or accidents involving equipment on the courses, driving range or in the clubhouse. This includes, but is not limited to, any damage to personal equipment caused by immovable natural obstacles on the course(s), such as trees, roots or stumps. Members are advised to hold a suitable insurance policy for their golfing equipment and personal injury.

9.3 The golf course and surrounding areas are a natural environment, with woodland, ponds etc. Paths are undulating and there can be unexpected conditions underfoot. Whilst all efforts are made to make this as safe an environment as possible, we must balance that with a desire to leave the environment as natural as possible. Bondhay cannot be held liable for any injury caused by slips, trips or falls or any other such incident whilst at the club. Necessary precautions should be taken when playing near water and in or following inclement weather.

9.4 Bondhay Golf Club cannot be held responsible for any injury incurred to members whilst on the property which includes injury caused by golf balls, clubs etc. Bondhay Golf Club will take all relevant reasonable measures to prevent injury or loss where there is avoidable risk.

9.5 Members will be liable for any costs to repair or replace any fixtures and fittings, property or equipment at Bondhay Golf Club which has been deliberately, negligently or wantonly damaged by them. This includes, but is not limited to, fixtures and fittings in our buildings, golf greens, course furniture, and Trackman Range equipment. Cost of damages will be issued via an official invoice with payment due within 7 days.

9.6 In the event of damage being caused by a Member's Guest, the Member will be liable for any cost of repair and may be subject to disciplinary proceedings as a direct result. It is the responsibility of the Member to liaise with any guests or third parties that they have brought to the Club in respect of monies owed or other actions.

10. Data Protection

10.1 In order to apply for a Membership and have a membership profile with us, you will be required to complete an electronic or paper Application Form. This form provides us with information such as your name, date of birth, address, personal contact details, and emergency contact details, as well as other information relevant to your membership such as previous golf clubs and your CDH number, if applicable. The information will be processed, stored and handled on our third party membership software for the purpose of managing your membership. Application forms may be held on file for the duration of your membership, or for up to three years after any conclusion of any membership. Data held on the membership management platform may be stored indefinitely to allow for any future reactivation.

10.2 You consent to our use of the information given by you, including your personal information, for the administration of your membership. We will not pass on your information to third parties for marketing purposes.

10.3 For the purpose of handicap management, some of your personal data may need to be submitted to the World Handicap System (WHS).

10. All Memberships include a fee payable to England Golf and the Yorkshire Union of Golf Clubs (YUGC) or Yorkshire Ladies' County Golf Association (YLCGA). As part of our obligations, the Unions may request limited personal information on our members. This is usually limited to names, but may include other information to help identify you, such as CDH number. All third parties are subject to their own data protection regulations and Privacy Policies. Any fees payable are included with your subscription and no action is required by you.

10. The Members Committee reserves the right to affiliate to a further Union for the purpose of entering teams into regional competitions. This is currently the Sheffield Union of Golf Clubs. These fees are not included in your membership subscription and are paid for using the Members' Fund, primarily funded by Board Competition entries, which Bobdhay Golf Club Ltd does not control.

10.4 Members are advised to ensure they are familiar with the *Adult Safeguarding* and *Children & Young Person's Safeguarding* policies, particularly before playing with anyone under the age of 18. Any issues, concerns or incidents should be reported to the designated Safeguarding Officer in the first instance, or the Club's Senior Management Team for referral.

10.5 In line with England Golf guidance, new or renewing members may be asked to provide a copy of photographic ID. A copy will be taken and stored securely by the Club until such a time that you are no longer a member. At the conclusion of your membership, the copy of the ID will be deleted from our servers and systems.

10.6 Bondhay Golf Club will not share or disclose a copy of the photographic identification to anyone, unless to law enforcement or England Golf for the purposes of a relevant inquiry.

10.7 Bondhay Golf Club's Privacy Policy can be viewed on request in person or found at www.bondhaygolfclub.com/privacy-policy. We are also governed by the General Data Protection Regulations and relevant UK consumer laws.

11. Professional Shop Accounts

11.1 Each Member will be assigned a Pro Shop Account. This account is most often use for applying credits from competition winnings or similar Club activities.

11.2 The Account can be used for making purchases in the Professional Shop including, but not limited

to, clothing, accessories, golf clubs, Trackman Range sessions and lessons.

11.3 Pro Shop Accounts cannot be used as a rolling credit facility, and can only be used for purchases if the Member has a positive available balance. If the account does not have available funds, any purchases must be paid for using cash or card.

11.4 Accounts must be kept active over the course of each 12 month period with at least one spend transaction on any available balance.

11.5 Any accounts going without spend over a previous 12 month period will be considered inactive and the balance forfeited. Any forfeited balance will be calculated pro-rata.

11.6 Members leaving the Club through termination or lapse of Membership will have a 6 month period from their renewal date in which to use any available balance, after which the balance will forfeited and unavailable.

11.7 Pro Shop Account credit cannot be exchanged for cash, nor paid out in any other way.

12. Termination

12.1 Annual memberships may only be terminated at the conclusion of the Membership Year.

12.2 The Member reserves the right to give notice of termination in advance of the renewal date. On notification, the Club will cancel any future renewal bill and the membership will end at the conclusion of the Membership Year.

12.3 The member should give notice in writing where possible. However, the lack of payment received against a renewal bill will automatically start the termination procedures.

12.4 In the event of an active renewal bill on the Member's account, the Member Management System (BRS) will automatically deactivate an account three days after the bill's due date. Should a Member not make payment within 28 days of the renewal bill due date, the membership will be considered lapsed and the Member will cease to be an active member of Bondhay Golf Club.

12.5 Following the conclusion of the Membership Year, and without renewal, the Member will no longer be entitled to Member playing rights at the Club or association to the Club for the purposes of WHS and England Golf. Any future rounds will be subject to a Visitor green fee being payable.

13. Breach of These Terms and Conduct

13.1 Violation of any of these Terms & Conditions, or conduct of a manner prejudicial to the best interests of Bondhay Golf Club, including rude or offensive behaviour, will subject the person in violation to disciplinary action by the management, including possible suspension or termination.

13.2 A decision to take disciplinary action and the level of appropriate sanction will be decided by the Disciplinary Procedures.

13.3 Any sanctions taken against an individual for a breach of these Terms & Conditions of Membership is done so at the sole discretion of the appropriate authority and following consideration of any appeal by the individual by the Managing Director. Any decision will be final.

By signing below, I ackowledge that I understand and accept the terms contained herein.

Full Name

Signature Date