

Membership Terms & Conditions

1. Introduction

1.1 Your agreement is with us, Norfolk Premier Golf Ltd, a company registered under the Companies Acts (company number 1290288), having its registered address at Norfolk Premier Gold, Yarmouth Road, Blofield, Norwich, NR13 4JS ("Norfolk Premier Golf Ltd").

1.2 These terms and conditions form part of your agreement between you (the member) and Norfolk Premier Golf Ltd. Your agreement with Norfolk Premier Golf Ltd is made up of your request for membership, these terms and conditions and the terms of the golf club.

1.3 These documents together form a legal agreement between you (the member) and Norfolk Premier Golf Ltd, please make sure that you read them carefully and understand them. If you have any questions, please ask a member of our team.

1.4 You, and all visitors, must keep to the rules and regulations which apply (Club Rules & Regulations).

2. Starting Your Agreement

2.1 The contract between you (the member) and Norfolk Premier Golf Ltd will start from the date of signature of this agreement.

2.2 At enrolment, you will be asked to pay a pro rata subscription for the current month plus the following month's subscription.

2.2 Thereafter payment will be taken on the first day of each calendar month.

3. Type of Membership

3.1 We offer various types of membership. The amount you pay and the times when you can use the golf course will depend on your membership.

3.2 The types of memberships we offer at Norfolk Premier Golf are as follows:

Full Golf Membership - Seven-day access to the Golf Course.

Five Day Golf Membership - Five Day (Monday to Friday) access to the Golf Course.

Junior Golf Membership - (Under the age of 18). Seven-day access to the Golf Course.

Please note that all Junior members will automatically be moved up to a Full Golf Membership the following month after their 18th birthday. We will notify you by email and/or writing with details of your new subscription rates and membership category.

3.3 All the above memberships are classed as an individual membership meaning the agreement is with you only.

4. Further Benefits and Upgrades

4.1 You may upgrade your golf membership at any time, but may only downgrade after the 12 month initial commitment period has elapsed.

4.2 We also offer some other extra benefits that you can add to your membership at an extra cost. If you choose an extra benefit, we will add any charges for it to your monthly membership fee and you must pay them under your payment option. Ask a member of staff who can give you details of the extra benefits we can offer.

5. Your Membership Fees

5.1 The cost of your membership will depend on the type of membership you have chosen.

5.2 If you are not sure about the fees you are paying please contact a member of staff.

5.3 During your membership, you must pay your membership fees whether you use our facilities and services or not (unless you have frozen your agreement in line with section 9 - Membership Suspension).

5.4 When your membership ends for any reason and we have taken the final payment from you, it is your responsibility to cancel your direct debit.

5.5 Signing the application will form a legally binding contract between you (the member) and Norfolk Premier Golf Ltd. Members are also signing their agreement to abide by the rules, regulations and guidelines.

5.6 Norfolk Premier Golf Ltd reserve the right to charge an administration fee of £20 for late payment of a monthly subscription instalment. Replacement membership cards will be charged at £5 per card.

5.7 All members will be issued with a Membership card. Members must carry their card when playing and visiting the course and show it to any member of staff if requested to do so.

6. Payment Options

6.1 For the following payment options set out below, all the monthly fees could change in line with section 13.

6.2 The monthly membership fee you pay will depend on the membership you choose, the payment option you choose and the minimum number of full calendar months you

commit to be a member for.

6.3.2 Monthly Direct Debit

(a) With this payment option, you commit to being a member, and paying the monthly membership fee for at least 12 full calendar months. At the end of the 12 calendar months, your membership will automatically continue on a monthly basis.

(b) Under this payment option, during your 12-month commitment period you will not be able to change to downgrade your membership. You will not be able to cancel your membership during the initial 12 month commitment period. For this payment method a one off £5 admin fee will be charged.

6.3.3 Prepaid Annual Subscription

(a) With this payment option, you commit to being a member for 12 full calendar months and to pay all of your membership fees upfront when you join or renew. We will contact you near the end of the 12 calendar months to let you know that your commitment period is coming to an end.

(c) Under this payment option, during your 12-month commitment period you will not be able to downgrade your membership. You will not be able to cancel your membership during the initial 12 month commitment period.

6.4 If you choose a particular payment option and decide to upgrade your membership, you must pay any extra fees which apply (set out in your membership agreement).

7. Payment Methods

7.1 Unless you have chosen our prepaid payment option, you must pay your monthly membership fee in advance every month by direct debit.

7.2 You must complete the direct debit form when your membership starts and we will take your payment on the first working day of the month.

7.3 At enrolment, you will be asked to pay pro rata subscriptions for the current month plus the following month's subscription.

7.3 We may accept other payment methods to start, restart or upgrade your membership, or allow you to make a payment for the prepaid payment option.

8. Failure to Pay

8.1 This section is about what will happen if you do not pay your monthly membership fee or any other fees you have agreed to pay because:

8.1.1 The account details you gave us for the direct debit are wrong:

We will ask you to pay by cash, debit card or credit card and to give us your correct bank details. We may appoint a debt-collection agency to collect any payments you owe, and you may have to pay any costs associated with this, including court costs. Or we may choose to take the payment from your credit card or debit card using the credit card or debit card details you have given us.

8.1.2 There is not enough money available in your bank account:

We will ask you to pay by cash, debit card or credit card. If, after the second month we have contacted you and you still owe us the payment, we will cancel your membership from the end of that month or the end of your commitment period.

8.1.3 You have cancelled your direct debit without giving us notice:

We will ask you to pay by cash, debit card or credit card. If you are not within any commitment period you agreed to, we will cancel your membership from the end of that month.

8.1.4 If the account details you gave us for the direct debit were wrong:

We will ask you to pay by cash, debit card or credit card. If you are not within any commitment period you agreed to, we will cancel your membership from the end of that month.

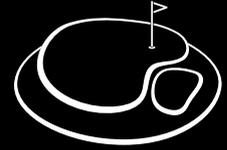
8.2 While you owe us payments you will not be allowed to use any of our facilities. Once your payments are up to date you will be allowed to use the golf course and facilities as normal. You will still have to pay all monthly membership fees for the commitment period you signed up to.

9. Membership Suspension

9.1 Membership may only be suspended if requested in writing, for pregnancy or physical incapacity through long-term injury or illness if supported by medical evidence at the time. Membership suspension for any of the above reasons will not be granted in retrospect.

9.2 If we agree to suspend your membership we will do so from the first day of the following month. We cannot suspend it from an earlier date and will not refund monthly fees paid before the membership was frozen.

9.3 When you ask us to suspend your membership you will need to tell us when you plan to return, although your membership can start again before this date if you let your us know. We will automatically start your membership again, and start taking any direct debits, on the date you tell us you want your membership to start again.



10. Your Right To Cancel Your Membership

10.1 You will not be permitted to cancel your membership within the initial 12 month commitment period.

10.2 To cancel your membership you must send your notice in writing to us by email or writing. If we receive your notice by the first day of the month, your membership will end on the last day of the same month. If we receive your notice after the first day of the month, your membership will end on the last day of the following month (this means we will take one more direct debit payment before cancelling your membership). For example, if we receive your notice on 11th May, it will take effect from 30th June. If you are within your commitment period we will cancel the membership from the 1st day of the month after the commitment period has finished, as long as it is at least one full calendar month in advance. If you are not sure what your commitment period is, please contact a member of staff.

10.3 If you are not happy with any change in the monthly membership fee, you must tell us that you are cancelling your membership because of the increased fee. You may still have to pay any increased fee until your membership ends.

10.4 As well as the above, you are entitled to cancel your specific membership in the following ways.

10.4.1 Monthly Direct Debit - If you have chosen our Monthly Direct Debit payment option, you must give us one full calendar month's written notice to cancel your membership at the end of your 12 month commitment period. We must receive this notice at any time before the first day of the last full calendar month of your commitment period. However, you can cancel your membership straight away if you pay for the remaining full calendar months of your commitment period.

10.4.2 Prepaid Annual Subscription - If you have chosen our Prepaid Annual payment option, we will cancel your membership unless you renew your membership commitment period. If you decide to renew your membership commitment period your membership will continue for a further 12 full calendar months and we will give you at least 10 working day's notice that your monthly payments are due for the next 12 months.

10.5 Your right to cancel any extra benefits.

10.5.1 If you want to cancel any extra benefit you have chosen, you must give your club one full calendar month's notice and they must receive this by the 15th day of the month.

11. Refunds

11.1 We will issue any refunds due to you by bank transfer or by cheque to the address you have given us on your receipt email or written notice.

12. Our Right To Cancel Or Suspend Your Membership

12.1 We may cancel your membership by giving you one month's notice in writing or by email. In these circumstances, we will refund that month's fee that you have paid, and any fees you have paid for future months.

12.2 We may suspend your membership or cancel your membership without giving you notice, if:

12.2.1 You seriously or repeatedly break the rules and conditions of your membership;

12.2.2 You allow another person to use your membership card (unless you have told us that your membership card has been lost or stolen); or

12.2.3 You or your guests use offensive or abusive language, or use violent or offensive behaviour, or if your behaviour puts our other members, guests or employees at risk.

12.3 If we cancel your membership:

We will not allow you to join again in the future and you will not be allowed use any of the facilities at Norfolk Premier Golf.

13. Our Right to Change Your Membership, The Terms & Conditions Or The Club Rules

13.1 From time to time we may change our monthly membership fees by any amount we think is reasonable. We will try to only change the fee once per calendar year. However, we cannot guarantee this. We will tell you about any change that will apply to you, and will give you at least one full calendar month's notice before the change comes into effect, in line with the Direct Debit Guarantee.

13.2 We may make reasonable changes to these Terms & Conditions if the changes are for the benefit of the majority of our members.

13.3 When we make changes that may affect you, we will give you notice of the changes we plan to make. If you are not happy with the changes, you can cancel as explained in section 10 of these terms and conditions. These terms and conditions replace any previous versions.

14. Restarting Your Membership After Cancellation

14.1 You may start your membership again at any time. You will need to sign a new membership agreement and set up a new direct debit with us.

14.2 You may not be able to restart your membership until you have paid any amounts

you owe us (if any), and we can refuse to let you restart your membership again.

15. Proof

15.1 We may need you to provide satisfactory proof of:

15.1.1 Your eligibility for any type of membership, either before your membership starts or at any time during your membership;

15.1.2 Your entitlement to cancel or suspend your membership;

15.1.3 Any email or written notice you sent to confirm cancellation, or the date you posted your cancellation notice (or both).

15.2 If you cannot provide satisfactory proof, for example you cannot show the date of postage, we will not be able to cancel your membership and your membership may continue.

16. Your Contact Details

16.1 We will send all letters and information to the address and other contact details you have given us on this form. You must keep us up to date with any changes to your address or other contact details.

17. Queries

17.1 If you have any queries about these terms and conditions, payments or specific details to do with Norfolk Premier Golf Ltd, please contact a member of staff.

18. Dress & Attire

18.1 A good standard of golfing dress must be adhered to on the Golf Course.

18.1.2 Recognised Golf Shoes (soft-spikes preferred) must be worn. Trousers and shorts are permitted and must be of the tailored variety (no denim jeans, cargo pants, combat trousers, tracksuits, swimming shorts or cut-offs). Ladies wearing skirts are also acceptable. Recognised golf shirts/polo shirts are preferred although smart round/v neck t-shirts are permitted. Caps and headwear may only be worn with the peak to the front. If you are unsure if an item of clothing is acceptable to play in please ask a member of staff who will advise you.

18.2 All members have a responsibility to encourage other members to conform to dress rules for the benefit of all concerned.

18.3 All the employees of Norfolk Premier Golf Ltd have the authority to refuse to serve anyone who is considered to be incorrectly dressed.

19. Supervision of Juniors

19.1 For safety and security reasons, all children under the age of 14 must be supervised by an adult at all times whilst on the golf course. Parents are reminded that they are responsible for their child's behaviour when visiting the facility.

20. Liability

All members, and their Guests, use the course and facilities at their own risk and Norfolk Premier Golf Ltd will not accept the responsibility for any illness or injury howsoever caused. Norfolk Premier Golf Ltd does not accept liability for money, valuables or other personal property of the Members and Guests. Property stored in the lockers is stored at the owner's risk and no liability for loss or damage thereto will be accepted by Norfolk Premier Golf Ltd. Vehicles, motorcycles and bicycles parked or left in the car park or elsewhere on the premises and all contents in them or on them are left at the owner's risk. Norfolk Premier Golf Ltd will accept no responsibility for loss or damage in retrospect thereto. Norfolk Premier Golf Ltd cannot accept any liability for any accident to any Member or Guest that may occur on the premises or within the grounds. Any Member or Guest who suffers an accident on the premises, or in its grounds, must report the accident and the circumstances under which it occurred immediately following the accident.

All golfers should be aware of their responsibility to have adequate golf insurance.

By signing this Membership form, you are agreeing to be bound by the Terms & Conditions and by any Local Rule (stated on the scorecard), and it is your responsibility to be aware of the Terms & Conditions.