

Additional Bye-laws – January 2021

These bye-laws supersede all existing terms and conditions



Stoke Rochford Golf Club Membership Terms & Conditions

1.0 Overview

The Terms and Conditions may change from time to time but we will always post these changes on our website and place notices in the Clubhouse.

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 Board. You can use the Club facilities in accordance with your membership category, which is explained in the Club Rules, as well as local rules, opening times, using the club with children, bar card system and more.

2.0 FEES

2.1 Amounts

All Members must pay a Membership Fee annually (normally due on 1st April each year), according to their category of Membership, chosen at the time of joining the club. Stoke Rochford Golf Club reserves the right to vary the Membership Fee at the time of the annual renewal and in accordance with changes approved at the Annual General Meeting, held in February each year in accordance with the Club Constitution.

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 subscription fees are non-refundable.

2.2 Membership Subscriptions

Members have a choice to pay their fees in full or monthly via a Direct Debit, allowing the Members to spread the full year's Membership Fee over 6 or 10 months.

Full payment can be paid by bank transfer or bank / credit cards. The type of payment is elected by the Member. Monthly payments will be by Direct Debit.

2.3 Direct Debit Payments

All Direct Debit payments will be set up to take place on or just after 1st of each month unless otherwise approved. 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.

2.4 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acceptable to the Club have been made, otherwise the access to the Club premises may be refused and on-line services withdrawn.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 28 days of the agreed date, 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.

2.5 Recovery Action

Stoke Rochford 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 applying for 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 Stoke Rochford Golf Club. The payment terms will be as agreed with the Club Office.

3.2 Contract and Club Rules

These Terms and Conditions form the principle Agreement between the Member and Stoke Rochford Golf Club. The Member is expected to comply with the Club Rules and Club Constitution that are available on the members' website or at the Club.

3.3 Commitment

Membership of the club involves an ongoing commitment. Golf membership is an initial commitment from the date of joining until the following review date and annually thereafter.

Unless written notice is received, membership will continue beyond the initial minimum commitment period and be subject to the rules of suspension and termination.

3.4 Transfer of Membership

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

3.5 Cancellation of Membership

Stoke Rochford Golf Club reserves the right to cancel 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 Stoke Rochford 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.

3.6 Suspension of Membership

3.6.1 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 or more than 50 mile radius of the Club and proof of the permanent address change is provided through valid utility bills, or bank statements.

(b) Serious illness or injury, likely to preclude the Member from using the Club for a period of at least 3 months. The Club will request reasonable evidence of the Member's illness or injury, such as a doctor's certificate.

(c) Pregnancy – Medical confirmation

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

3.6.2 A Suspension 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.

3.6.3 A Suspension period does not affect the Direct Debit payments the Member is due to make, and any payments remaining at the time of the suspension will recommence on a monthly basis once the suspension period has completed.

3.7 Membership Termination

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

(a) Should the Member move overseas or more than 50 mile radius of the Club and proof of the permanent address change is provided through valid utility bills, or bank statements.

(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) Pregnancy – Medical confirmation

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

Membership may only be terminated on the annual review date, normally 31st March each year unless a suspension has been granted, and termination will be deferred until the extended commitment period has been served. Members must ensure that all termination requests are made in writing, in the form of a letter or email, by giving not less than one calendar months' notice.

3.8 Changing Membership Category

Requests for changes to membership categories must be made in writing to the Club Office.

3.9 Membership Cards

Stoke Rochford Golf Club will provide all members, except juniors, with membership / bar cards. Membership cards are not transferable and are to be used by the named member only. Members must carry their membership card when visiting Club premises and show them to club staff if asked to do so. The loss of a card should be reported immediately to Stoke Rochford Golf Club staff.

3.10 Children in the Club

Parents are reminded that they are responsible for their child's behaviour at all times when visiting club premises.

3.11 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.

Stoke Rochford Golf Club will use its reasonable endeavours to ensure that all facilities are maintained in full working order and the Club will compensate the Member for any loss or damage which the Member may suffer if the Club fails to carry out its obligations under this agreement or to a reasonable standard or breaches any duties imposed on the Club by law (including if the Club causes the death or personal injury to the Member by the Club'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;
- (c) events which neither we nor our suppliers could have foreseen or forestalled even if we had taken all reasonable care.

Any member or guest who suffers injury or accident on Stoke Rochford Golf Club premises must immediately report the incident, and the circumstances under which it occurred, to the Club Steward or Professional Shop.

3.12 General

3.12.1

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

3.12.2

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.

3.12.3

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

3.13 Member's Code of Conduct

(a) Stoke Rochford 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 Stoke Rochford Golf Club Rules including but not limited to the following points:

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

(c) Stoke Rochford Golf Club 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.