

PREMIER GOLF MEMBERSHIP APPLICATION/RENEWAL FORM

MACDONALD PORTAL GOLF & SPA

PERSONAL INFORMATION:

I am purchasing a new membership

I am renewing my current membership

Name:

Address:

.....

Postcode:

Telephone:

Mobile:

Email:

Date of Birth:

CDH:

Home Club:

SELECT MEMBERSHIP TYPE:

ONE PAYMENT MONTHLY DD

Individual Membership 7-Day £995 £91

Unlimited Golf Monday - Sunday

Joint Membership 7-Day £1,850 £170

Unlimited Golf Monday - Sunday and includes partner or spouse

Individual Membership 5-Day £875 £80

Unlimited Golf Monday - Friday

Joint Membership 5-Day £1,550 £142

Unlimited Golf Monday - Friday and includes partner or spouse

Intermediate £700 £142

(22-28 years old)

Student £350 £32

Unlimited Golf All Week (19-21 years old)

SELECT PAYMENT TYPE:

Credit/Debit Card

VISA Visa **AMERICAN EXPRESS** Amex **MasterCard** Mastercard

Card No:

Valid from:

Expiry date:

SCS:

Cheque (made payable to Macdonald Portal Hotel)

Direct Debit (please complete separate form)

Cash Payment

AGREEMENT:

I agree to the terms & conditions of membership (printed overleaf) and understand this subscription is a 12 month agreement running from 1st April 2024 to 31st March 2025.

Signature:

Date:

Please return form along with payment to address below. Renewals are due 31/03/2024. Please note that anyone wishing to play golf after this date must not have any subscription due, otherwise a green fee will be charged.

**Macdonald Portal Hotel Golf & Spa, Cobblers Cross Lane,
Tarpoley, Cheshire, CW6 0DJ**

Terms & Conditions of Golf Membership

I. ABOUT THIS AGREEMENT

1.1 References to 'you', 'your' and 'yours' are reference to the individual completing the membership application form. References to 'we', 'us' and 'our' are references to Portal Hotel Golf & Country Club Ltd., 1 St Paul Churchyard, London EC4M 8SH. Company No 05504410. For the avoidance of doubt, 'we', 'us' and 'our' also includes Macdonald Hotels Ltd., and all subsidiary, associated and investment companies which may provide you with club facilities. The 'Agreement' means the membership agreement entered into between you and us, which incorporates the application form and these terms & conditions and Club rules. The 'Club' means the golf club of which you are a member. The 'Club Rules' mean the operational rules, procedures and guidelines applicable to the Club. A 'Direct Debit Member' is a Club member who pays the subscription fee by monthly Direct Debit. A 'Prepaid Member' is a Club member who pays the subscription fee twelve months in advance. The 'Subscription Fee' means the twelve-month subscription fee, payable either in full in advance or monthly in advance by Direct Debit. The 'Group' means Macdonald Hotels Ltd. and any subsidiary, associate or investment company.

2. MEMBERSHIP DURATION

- 2.1 Subject to section 2.3 and 2.4, the membership period is twelve months commencing from 1 April (Resort) and 1 April (Premier). Individuals joining mid-term will be charged a pro-rata fee until the end of the twelve month term and will be required to start a new agreement from the above dates.
- 2.2 If you are a Prepaid Member, unless your membership has been brought to an end early in accordance with this Agreement, we will write to you giving you not less than 14 days notice of the expiry of the twelve month term and offering you the opportunity to renew your membership for twelve months. Our letter to you will indicate the new Subscription Fee payable for the next year and any other revised terms.
- 2.3 If you are a Direct Debit Member, unless your membership has been brought to an end early in accordance with this Agreement, the Agreement will continue after the expiry of the initial twelve month period unless and until you terminate the Agreement by giving us notice in writing of not less than one month, not to take effect prior to expiry of the twelve month subscription period. If you wish to terminate, it is your responsibility to instruct your bank to stop the direct debit payments at the end of the twelve month period. We cannot be held liable for any payments processed due to your failure to cancel a direct debit instruction. If you cancel your Direct Debit payments before the end of the 12 month agreement you will be liable to pay in full the remainder of the year annual subscription.
- 2.4 If within 7 days of the commencement of your membership you wish to terminate this Agreement you must notify the Club in writing within that 7 day period, in which case we will agree to terminate the Agreement and refund the Subscription Fee, less any administrative charge (currently £35) as in place from time to time.
- 2.5 You will be issued with a membership card, which remains our property. On termination of the Agreement for any reason, you must return it to us. For the avoidance of doubt, you will be charged for any replacement cards required during your membership with the Club.

3. FEES

- 3.1 The basic fee structure comprises a Subscription Fee. Other charges vary by Club, please refer to the published club fees. These charges include but are not limited to retail, guest green fees and food and beverage. All local prices are displayed in each Club. All published Fees and other charges are inclusive of VAT.
- 3.2 We have the right to review the Subscription Fee at any time. We currently implement an annual price review to the joining fee and Subscription Fee on 1 April (Resort) and 1 April (Premier) each year.
- 3.3 If you are a Prepaid Member the price in the Subscription Fee will not affect you until you renew your membership under Section 2.2 at the end of the twelve month period.
- 3.4 We have the right to review all other fees and charges at any time.

4. YOUR OBLIGATIONS

- 4.1 You agree to pay the Joining Fee, the Subscription Fee and all other applicable charges;
- 4.2 To comply with Club Rules;
- 4.3 To observe in particular all health and safety rules regarding usage of the Club;
- 4.4 To use the Club facilities in accordance with all usage instructions, not to abuse the facilities and to conduct yourself in an orderly manner so as not to interfere with other members use or enjoyment of the Club and its facilities.
- 4.5 Any inclusive complimentary golf at other Macdonald Golf Course may only be booked within 10 days of arrival and are subject to availability. Members must present a valid membership card on arrival. Members guests will be required to pay standard green fees at any other Macdonald Golf Course.

5. CANCELLATION OF MEMBERSHIP

- 5.1 Subject to 2.4, if you are a Prepaid Member and wish to cancel the Agreement early ahead of the twelve month period, we will not make a refund of the Subscription Fee or any part thereof. For avoidance of doubt, the cancellation terms defined herein should not be construed as a penalty.
- 5.2 Subject to 2.4, if you are a Direct Debit Member and wish to cancel the Agreement during the initial twelve month period you will remain liable to us for the full twelve months Subscription Fee. We will not make any refund of the Joining Fee or any part of it.
- 5.3 In addition to our termination rights under Section 6 below we may terminate the Agreement on 30 days written notice for any reason by providing written notice. For example, we may have taken the decision to close the Club permanently. If you are a Prepaid Member a proportionate amount of the Subscription Fee will be repaid to you for the unexpired duration. If you are a Direct Debit Member no further payment will be due from the date of termination and an appropriate refund of the monthly direct debit payment in respect of the month of termination will be made if applicable.

6. TERMINATION BY US FOR BREACH

- 6.1 We may terminate your Membership;
- 6.2 If fees are not paid when due and remain unpaid following 14 calendar days notice from the Club.
- 6.3 Immediately at our absolute discretion if you are in serious breach of this Agreement or commit repeated minor breaches.
- 6.4 If we do terminate your membership for any of these reasons you shall not be entitled to any repayment of the Joining Fee or Subscription Fee.

7. MEMBERSHIP SUSPENSION

- 7.1 Provided that all fees have been paid and are up-to-date and you have a reasonable reason cause (e.g. illness, injury or relocation) you have the right to apply for a suspension of your membership for a minimum of 2 months and a maximum of 4 months in any one calendar year. You must do this by writing to the Club giving no less than 30 days' notice of the date upon which you wish your membership to be suspended. We will review your application and may ask for documentation to support your cause. The period of suspension shall be for whole months only, and not for any lesser period.
- 7.2 If you are a Prepaid Member the Agreement expiry date will be extended by the period of suspension.
- 7.3 If you are a Direct Debit Member the end of the initial twelve month period will be extended by the period of suspension.
- 7.4 In all cases a monthly suspension fee of £10.00 will be payable to cover our additional administrative costs.

8. GUESTS

- 8.1 You are entitled to introduce a guest for a complimentary green fee up to a maximum of six times. Any guest green fees thereafter will be charged at half the published rate. Guests must be accompanied by you at all times and must sign in on arrival and obey Club dress policy.
- 8.2 You are responsible for ensuring that your guests comply with the Club Rules.
- 8.3 You may not introduce a guest who has been previously rejected as a Member or who has had membership terminated or suspended. We reserve the right, at our sole discretion, to refuse entry to any guest.

9. JOINT MEMBERSHIP

- 9.1 Joint membership rates are available for immediate family members including co-habitant couples. All payments must be made via one bank account or cheque or by one direct debit mandate for Direct Debit Members.
- 9.2 Our agreement is with the person signing the application form on behalf of the joint members and that person remains solely responsible for ensuring those joint members comply with this Agreement as if they were all parties to it.

10. JUNIOR MEMBERSHIP

- 10.1 Children under the age of 18 years can be members in their own right but no direct debit will be accepted and if you wish to pay by direct debit payment must be made by a parent or guardian on your behalf.
- 10.2 Children under 16 are permitted to use the Clubhouse facilities in accordance with normal licensing laws when accompanied by an adult who shall at all times be responsible for the child's conduct.

11. LIABILITY

- 11.1 Excluding personal injury or death, we shall not be liable to any Member, guest or other party for loss or damage of whatsoever kind arising from the use of the Club whether caused by negligence or otherwise on the part of the Club, its employees or any other party involved, whether directly or indirectly except as provided by statute (where such provision cannot be excluded by contract) or arising by virtue of any provision hereunder. Any liability shall be limited to the value of the services.

12. VARIATION OF TERMS

- 12.1 We reserve the right to vary these terms and conditions, including the Club Rules at any time, to reflect changes in connection with the management and operation of our Clubs. Unless changes are due for health and safety reasons or essential to safeguard our interests and those of our members or hotel guests, we will use reasonable efforts to give you 10 days notice before any change takes effect by displaying an appropriate notice in the Club.

13. PERSONAL INFORMATION

- 13.1 We use the personal information you provide to us in deciding whether to cancel your membership application. That information, and any other personal information you provide to us, is collected and processed by us so that we can provide you with our services and handle your requests.
- 13.2 We also process your personal information to monitor and analyse our business, and for marketing and communication purposes in connection with both our own products and services and those of other companies in the Group. Communication with you may be by e-mail. In this connection personal information may also be disclosed to agents or third parties engaged by us or other members of Macdonald Hotels Ltd in marketing and communication activities. For the avoidance of doubt, all processing of personal information shall be carried out in accordance with the Data Protection Act 1998 as amended from time to time.
- 13.3 You have the right to ask for a copy of the information we hold on you, and to have any inaccuracies corrected. All correspondence regarding personal data must be sent in writing to our Membership Administrator. Contact details, along with applicable time scales and charges, are available at the Club.

14. GENERAL

- 14.1 We may transfer any of our rights and liabilities under this Agreement. We will notify you of any such transfer.
- 14.2 You must write to inform us of any change in the personal details you have provided to us. If you fail to notify us of any change of address, any communications will be deemed to have been received by you 5 days after posting by us.
- 14.3 In the event of any disagreement in the interpretation of the Club Rules, our decision is final.
- 14.4 This Agreement may not be assigned at any time by you.
- 14.5 If any provision of this Agreement shall be found by any Court of competent jurisdiction to be invalid or unenforceable the invalidity or enforceability of such provision shall not affect the other provisions within this Agreement and provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Any invalid or unenforceable provision shall be replaced by a valid or enforceable provision.
- 14.6 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right to remedy of a third party which exists subject to the provisions herein.
- 14.7 This Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.