

### **ABERDELGHY GOLF COURSE**

## **TERMS AND CONDITIONS 2022/2023**

### 1.0 TERMS AND CONDITIONS

Aberdelghy Golf Course Membership and activities are provided by Lisburn & Castlereagh City Council (LCCC) and other partner organisations.

This agreement is made on the terms set out below between Lisburn & Castlereagh City Council, 1 The Island, Lisburn BT27 4RL, ("we" and "us") and "you" the member named and any family members named on the membership form.

# By renewing your membership you are acknowledging and accepting that:

- 1.1 The information given by you on entering into this agreement is correct and will be relied upon by us.
- 1.2 This agreement will become binding upon both parties once your membership is renewed or completed as an online membership form.

## 2.0 IMPORTANT – USE OF YOUR INFORMATION

You have the right to know how we use your personal information. We may send you information about our products and services, however we will NOT pass your details to other companies for marketing purposes without your prior consent. You have the right to stop us contacting you for these purposes. To stop receiving any marketing/promotional information, email: <a href="mailto:chgcadmin@lisburncastlereagh.gov.uk">chgcadmin@lisburncastlereagh.gov.uk</a>. If you have supplied us with an email, we will contact you by email when we correspond with you.

### 3.0 YOUR OBLIGATIONS

- 3.1 To observe all health and safety rules ensuring equipment and facilities are used in accordance with all usage instructions.
- 3.2 Not to abuse the equipment or facilities and to conduct yourself in an orderly manner so as not to interfere with other members' use of the facilities.
- 3.3 Not to abuse or misuse your membership for personal benefit or for the benefit of others.
- 3.4 To treat facilities, equipment, staff and other members with respect.



### **4.0 PRINCIPAL TERMS**

- 4.1 This agreement commences once the lead party has renewed their membership or completed an online membership form. It is the responsibility of the lead party to inform the other members the content of these terms and conditions and make them aware of the privacy policy.
- 4.2 Your membership starts on the date chosen at the time of signing the membership form, the date chosen on the online membership form or the date you pay your membership renewal.
- 4.3 You will be entitled to all the rights and privileges exercisable for the type of membership chosen.
- 4.4 You cannot transfer this agreement to anyone else. You must not allow anyone else to use your card or your membership number. If you allow your card to be used by any other persons, your membership will be cancelled without refund of any fees. Other sanctions may apply at the discretion of the facility management.
- 4.5 Proof of identification, address and date of birth may be required before joining or on the first visit to a facility. For all concession membership types, proof of right to that concession is required prior to your first use. For certain concession memberships, proof of validity to still hold that concession status must be provided, periodically as required by us. If your entitlement changes, you must inform us immediately.

### **5.0 FEES AND CHARGES**

- 5.1 All Memberships are subject to a pro rata amount which is payable immediately and is not refundable in any circumstances. The pro rata fee is payable to cover your membership from the date of membership to the end of March 2023.
- 5.2 LCCC do not offer a direct payment scheme. You can pay by the following options below:
  - Pay your membership in full from the comfort of your home via the BRS App or Aberdelghy Golf Course website.
  - Pay your membership in full by cash, cheque or credit card by contacting the Golf Course reception. Telephone enquiries should be directed to Castlereagh Hills Golf Course on 90448477.
  - Apply to V12 Retail Finance, with the option to pay your fees over an agreed instalment plan.



- You can organise your own credit arrangements.
- 5.3 If you fail to pay any monies due under this agreement or if any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, your membership may be subject to cancellation.
- 5.4 You agree to advise us immediately of any change to the Member details provided. It is your responsibility to keep us updated.
- 5.5 If you fail to pay any amount due under this agreement for a period of more than thirty days, we will take action to recover any outstanding monies owed and you may be charged additional costs incurred by us in doing so.
- 5.6 All Membership prices are reviewed periodically.
- 5.7 Automatic renewal. On the 1<sup>st</sup> April every year, your membership agreement will renew for a further 12 months. We will write to you giving notice of this Renewal Period and the renewal Amount you will be committed to. Please note if your membership included the benefit of a free period then this will be reflected in your renewal invoice.
- 5.8 If a locker is taken, monthly locker fees will be added to your membership fee.

## **6.0 CANCELLATION**

- 6.1 You may prevent the Automatic Renewal on the 1<sup>st</sup> April by emailing or calling the CHGC administration team (you should give us not less than 14 days' notice).
- 6.2 <u>Relocation</u>: This agreement can be cancelled in the event that your new permanent address is more than 50 miles from the facility upon receipt of a copy utility bill or bank statement showing the new address.
- 6.3 <u>Long term (over 3 months) illness or injury</u>: This agreement may be cancelled in the event of an illness, injury or medical condition which, in the written opinion of a doctor or other suitably qualified medical practitioner, prohibits the playing of golf for 3 months or longer upon appropriate proof being provided.
- 6.4 <u>Redundancy</u>: This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.
- 6.5 <u>Pregnancy</u>: This agreement can be cancelled if you become pregnant upon the appropriate written proof being given.

#### 7.0 GENERAL TERMS



- 7.1 If we agree to take no action or no immediate action against you for any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement if you fail to abide by any arrangement entered into with us in respect of the same.
- 7.2 This agreement is governed by the laws of Northern Ireland.
- 7.3 Abuse of booking privileges may lead to the Council cancelling your membership.
- 7.4 You agree to comply with the Course rules at the front of the facility and the Council's Behavioural Code which is issued in your welcome pack. We may make reasonable changes to these rules at any time, provided we give you reasonable advance notice of the change.
- 7.5 We may terminate this agreement with immediate effect on notice to you if you are in breach of Course Rules or the Council's Behavioural Code. In this event, you will not be liable for a refund.

#### **8.0 GENERAL MEMBERSHIP CONDITIONS**

- 8.1 All Members must produce a valid membership card in advance of taking part in any activity.
- 8.2 All members over 4 years must have an accompanying photograph taken/provided to validate their membership card.
- 8.3 Membership is subject to all members adhering to the rules of the course and management have the right to refuse admission or request that a customer leave the course.
- 8.4 Lost Membership Cards A £4 replacement fee will be charged to replace a Membership Card.
- 8.5 Members who allow a non-member to deliberately make use of their membership card will have their membership suspended/terminated.
- 8.6 All eligible Tee Times etc. are available subject to demand/capacity and places will be allocated on a *first come* basis.
- 8.7 Customers are not permitted to either enter the facilities or take part in any activities whilst under the influence of alcohol or illegal drugs.
- 8.8 The taking of photographic or video imagery is not permitted in the Clubhouse, changing rooms or toilets. If you wish to take a photograph in any areas of the Clubhouse then you should first report to the main reception desk at the relevant Club.



- 8.9 Smoking is not permitted in the Clubhouse, this includes the use of e-cigarettes.
- 8.10 Members who make an advance booking (in person or online) for an activity or sessions and then fail to attend without cancelling this booking in advance may have their facility to make advance bookings terminated or suspended.
- 8.11 If a member plays with a non-member at the course the non-member will have to pay the appropriate fee. See Golf Course prices online.

#### 9.00 FREEZING

This agreement may be frozen in the event of temporary illness, injury or medical condition which, in the written opinion of a doctor or other suitably qualified medical practitioner, prohibits the playing of golf for a period of time.

### **10.0 DATA PROTECTION**

We are committed to respecting your privacy. LCCC will adhere to all GDPR legislation. Please see our Privacy Policy by visiting <a href="https://www.aberdelghygolfcourse.co.uk">www.aberdelghygolfcourse.co.uk</a>

# 11.0 PHOTOGRPHY

We use digital photo capture of members' images for the purpose of identifying the member when using their membership swipe card in Council facilities.

By renewing your membership or completing the on-line membership form, you are consenting to the use of the photographic images for the purpose of member identification. This includes photographic consent for yourself and in the case of household membership anyone included in your household membership (including all children aged 4-17 years).

**12.0 GENERAL CONTACT DETAILS** - If you have any queries about your membership, please contact a member of staff at the clubhouse reception or email <a href="mailto:chgcadmin@lisburncastlereagh.gov.uk">chgcadmin@lisburncastlereagh.gov.uk</a>.