



DONNINGTON GROVE

Our terms

1. These terms

1.1 **Key terms used.** In these terms whenever the following words and phrases appear, they will have the following meaning, unless the context requires otherwise:

Annual Renewal Date: means 1st May of each year.

Club: means Donnington Grove Country Club, Grove Road, Newbury, Berkshire, RG14 2LA.

Club Rules: means our General Club rules (as amended from time to time), available at <https://www.donnington-grove.com/uploads/editor/DGCC%20%20General%20Rules.pdf>

Cookies Policy: means our Cookies Policy (as amended from time to time), available at <https://www.donnington-grove.com/cookie-policy>.

Etiquette & Dress Code: means our rules on Etiquette and Dress Code (as amended from time to time), available at <https://donningtongrovegolf.com/page.aspx?pid=57697>.

Golf Course: means our golf course located at the Club.

Inflationary Rate: The higher of 2 (two) % and the then latest 12-month consumer price index (CPI) inflationary rate (or successor index or rate) published by the Office of National Statistics or its successor body, for the period from that anniversary up to and including the next Review Date.

Membership: means your enrolment into the Club, upon the acceptance of your Membership Application by us.

Membership Application: means the application form to be completed by you, as provided by us, for the Membership.

Membership Card: means the card provided by you to us that enables you to add credit to it for the purposes of purchasing items at the Club.

Membership Constitution: means the constitution governing your membership with us (as amended from time to time), available at Donnington Grove Golf Club website/ club members news, scroll to [Club Constitution](#)

https://howdidido.blob.core.windows.net/clubsitespublic/file_aeca5dc3-e539-4d5b-820f-0a27ee43ee88.pdf

Membership Fees: means the fees to be paid for your Membership, depending on the type of Membership you choose.

Membership Services: means the use by you of any of the facilities of the Club, including use of the Golf Course (whether or not the entire course is completed by you).

Membership Term: means the period of your Membership, commencing on the Start Date and ending when Membership terminates under these Terms and Conditions.

Membership Year: means any consecutive 12 month period of the Membership commencing on 1st May and expiring on 30th April.

Privacy Policy: means our privacy policy (as amended from time to time), available at <https://www.donnington-grove.com/privacy-policy>.

Regulations: means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

Rules of Golf: means the rules of golf as published by the Royal and Ancient Golf Club of St. Andrews and the United States Golf Association (as amended from time to time), available at <https://www.randa.org/en/rog/2019/pages/the-rules-of-golf>.

Start Date: has the meaning prescribed to it in clause 6.1.

Terms and Conditions: means the terms and conditions set out in this document as amended from time to time.

We/us/our: means Sandtrend Limited t/a Donnington Grove Country Club, registered in England and Wales with company number 04460633.

You/your or member: means the person named in the Membership Application as member.

1.2 **What these terms cover.** These are the terms and conditions which will govern your Membership with us.

1.3 **Why you should read them.** Please read these terms carefully before you submit your Membership Application to us. These terms tell you who we are, how we will provide the Membership to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Contact information

2.1 **How to contact us.** You can contact us by telephoning us at 01635 581000 ext.220 or by writing to us at golf@donnington-grove.com or Donnington Grove Country Club, Grove Road, Newbury, Berkshire, RG14 2LA.

2.2 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Membership Application.

2.3 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you and the Membership

- 3.1 **How we will accept your Membership Application.** Our acceptance of your Membership Application will take place when we tell you that we are able to provide you with the Membership, which we will also confirm in writing to you, at which point a contract will come into existence between you and us. We have the right not to accept your Membership Application at our absolute discretion and without reason.
- 3.2 **What happens once we accept your Membership Application.** Following the acceptance of your Membership Application in accordance with clause 3.1, we will issue you with a bag tag and a Membership Card.
- 3.3 **Membership Card.** Please note:
- (a) A Membership Card is valid for payment use only when your account with us is not in arrears. If your account is in arrears, your Membership Card will be suspended and, you will be unable to use any benefits associated with the Membership Card until the arrears are settled in full.
 - (b) Any discounts, promotions or special offers that we provide to you with the Membership Card are at our sole discretion and, may be withdrawn or amended by us at any time.
 - (c) Your Membership Card can only be used by you. If you provide your Membership Card to another person to make use of any discounts, special offers or promotions associated with having a Membership Card, we have the right to end your Membership without providing a refund to you (for any amount paid in advance by you) or, to charge you any amount that would have otherwise been due to us for the Membership Year, had we not terminated the Membership (where you have not paid in advance).
 - (d) The Membership Card remains our property and must be promptly returned to us, upon termination or expiry of your Membership. Provided that there are no outstanding fees due to us, we will refund any balance on your Membership Card as soon as reasonably practicable, following termination or expiry of your Membership. We have the right to deduct any amount due to us from the balance of your Membership Card.
 - (e) We reserve the right impose a charge upon you in the event that your Membership Card is lost or stolen.
- 3.4 **Golf bookings.** All golf sessions must be booked in advance. We have the right to refuse you access to the golf course at the Club, where a prior booking has not been made. Bookings can be made (subject to availability), online, over the phone or in person, at the Club.

4. Our rights to make changes or suspend access to the Club

4.1 Minor changes. We may change the facilities offered by the Club:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat.

4.2 Member Safety. We may suspend access to the Club and close the golf course in the interests of the safety of our members in the event of adverse weather conditions, which may include but is not limited to rain, high winds, fog, storms, fires or any other weather event which may reasonably be considered to impact on the health and safety of our members or cause such damage to the golf course or have such an impact on the playing of golf so as to create significantly more difficult playing conditions as is normally expected.

4.3 We shall not be liable in any way whatsoever to you for any loss caused by any event described in clause 4.2 or clause 15 (force majeure). In particular, no refunds shall be offered where such events occur.

4.4 We inspect and test all of our facilities and equipment in accordance with good industry practice. If any of our equipment or facilities become damaged or defective, you shall stop using immediately and promptly notify a member of our staff.

4.5 To comply with our commitments under clause 4.4, we may withdraw or limit access to any part of the Club from time to time in order to carry out maintenance, repair and alteration to our equipment and facilities.

4.6 Reasons for suspension or temporary restricted access. We may have to suspend your Membership and/or temporarily restrict access to the Club to:

- (a) deal with technical problems or make minor technical changes
- (b) update the facilities offered by the Club to reflect changes in relevant laws and regulatory requirements; or
- (c) investigate any complaints that we receive about you; or

4.7 Your rights if we restrict your access to the Club. We will contact you in advance to tell you we will be restricting access to the Club, unless the problem is urgent or an emergency. If we have to restrict access to the Club for longer than 7 days in any 1-month period we will adjust the price so that you do not pay for the Membership whilst access to the Club is restricted. You may contact us to end the contract if we restrict access to the Club, or tell you we are going to suspend, in each case for a period of more than 30 consecutive days and we will refund any sums you have paid in advance for the Membership, where access to the Club is not provided to you. For the avoidance of doubt, refunds shall only be made where the provisions of this clause 4.7 apply.

5. Car Parking

- 5.1 We provide car parking facilities at the Club and you may only use them when you are accessing other Club facilities.
- 5.2 Car parking spaces are limited and Membership in no way guarantees you a space in the Club's car park. We accept no liability for any delay or hinderance caused by you being unable to access the car parking facilities.
- 5.3 Disabled parking spaces may only be used by you if you hold a valid disabled parking badge.
- 5.4 Without prejudice to other rights and remedies of the Club, if the Member does not comply with clause 5.3 then the Club reserves the right to ask the Member to move the vehicle without delay and if the Member refuses to comply then to: (i) require the Member to leave the Club with the vehicle, and/or (ii) escalate the matter to the police

6. Membership term

- 6.1 **When your Membership will commence.** Your Membership will commence on the date notified by us to you when accepting your Membership Application (**Start Date**).
- 6.2 **Duration of the Membership.** Your Membership shall continue from the Start Date until the next Annual Renewal Date and, will automatically renew on the same terms and conditions for a Membership Year on the Annual Renewal Date (unless we have received notice in accordance with clause 6.3), until such time as the Membership is terminated in accordance with these terms.
- 6.3 **Notice to cancel Membership.** Please note you cannot, cancel your Membership during a Membership Year in return for a full or part refund. For the avoidance of doubt, you will be committed to pay us for each Membership Year (and in the event that the Start Date is anything other than 1st April, for such period of time between the Start Date and the first Annual Renewal Date) that your Membership continues. You may however, provide us with at least 30 days written notice, prior to the expiry of the current Membership Year, stating that you do not wish for your Membership to renew. Your Membership will then terminate at the end of that Membership Year.
- 6.4 **Change to membership package.** We offer a range of membership packages, as further described on our website <http://www.donningtongrovegolf.com/page.aspx?pid=57703>
- 6.5 Subject to the terms of each membership package, you may request to upgrade your membership package with us at any time during the Membership Term. We have the right, at our discretion, to decline such request. Where we accept your request to upgrade, we will notify you of the date that the upgrade shall take effect and, any change in the membership fee as a result of the upgrade.

7. Fees for the Membership

- 7.1 **Subscription fee.** Where a subscription fee is payable, we will provide you with reasonable notice of this prior to accepting your Membership and, this fee must be paid by you when we approve your Membership Application. The subscription fee will be non-refundable.
- 7.2 **Membership fee.** Membership fees are calculated in accordance with the membership package that you have purchased (as set out in the Membership Application). Membership fees must be paid in full for each Membership Year in advance of, and in any event no later than 7 days before, the Start Date or, the Annual Renewal Date of the Membership or, by monthly direct debit instalments to be paid of the first day of each month. Where the Start Date is any date other than 1st May, your membership fee will be calculated on a pro-rata basis for the period of time between the Start Date and the first Annual Renewal Date.
- 7.3 **Direct debit payments.** If we are unable to collect the direct debit fee on the due date, we will notify you and you should immediately pay us the applicable fee for that month. If you do not do this, you accept that we will resubmit the request for the payment due to us and you may be charged by your bank for the resubmission request. We will not accept any liability or responsibility for any bank charges you accrue as a result of this happening. Where you fail to pay any amount due to us by the due date for payment, we have the right to charge you interest at the rate of 4% above the base lending rate of National Westminster Bank Plc. Such interest shall accrue daily (on the basis of a 365-day year) and be compounded on the last day of each calendar month during the applicable payment being overdue. You must pay us the interest together with the overdue amount.
- 7.4 **No refunds if you do not attend the Club.** Please note we will not refund any membership fees in full or in part to you where you choose not to attend the Club. Membership fees must be paid to us for the duration of the Membership Term, regardless of whether or not you make use of the Club facilities or attend the Club.
- 7.5 **Fixed fees.** Membership fees shall be fixed for each Membership Year, however, we reserve the right to amend on an upward only basis the Membership fees prior to the commencement of the next Membership Year by providing you with at least 30 days written notice to account for (i) inflation under the Inflationary Rate, (ii) any increased costs of our service delivery due to additional legal or regulatory compliance requirements, (iii) any increased costs for staffing, equipment or raw material or consumable costs, (iv) any increased costs due to significant infrastructure or other investment/expenditure concerning the Club and its facilities/services, or (v) any combination of (i) to (vi) inclusive..

8. Your right to suspend your Membership

- 8.1 **Requesting a suspension.** You must apply in writing to the golf manager, golf@donnington-grove.com of the Club to suspend your Membership due to:
- (a) serious illness or other certified medical reason in excess of 30 consecutive days. In any event, you will need to provide us with suitable medical evidence (such as a doctor's note) confirming that you are unable to use the Club facilities and/or are unfit to play golf; or

- (b) loss of employment or redundancy. In such circumstances you will need to provide us with evidence that you cease to be employed and/or have been made redundant (such as a letter from your employer confirming the redundancy).

8.2 **If we agree to the suspension.**

- (a) If we agree to suspend your Membership due to any of the reasons set out in clause 8.1, we will suspend your Membership on each suspension for a minimum period of 1 month and a maximum of 3 months (actual period to be determined by us).
- (b) Suspension of your Membership is at our sole discretion.
- (c) During the suspended period, you will not be provided access to the Club, golf course or members benefits associated with the Membership Card, and we will not charge you for the Membership fees (if you pay on a monthly basis).
- (d) If you have paid for the Membership fees in advance, we will credit your account with any amounts paid by you for the suspended period, as soon as reasonably practicable. A refund of any Membership fees will only occur if clause 10.1(c) applies.
- (e) At the end of any suspension period under clause 8.2 above, we will review the Member's situation and at our absolute voluntary choice: (i) lift the suspension and increase the Membership Term by a period equal to the then latest suspension period; (ii) agree to continue with another round of suspension under clause 8.2, or (iii) to terminate the Membership.

9. **Cancelling your Membership if you are a Consumer**

- 9.1 A "**Consumer**" is an individual acting wholly or mainly outside of their trade or profession.
- 9.2 If You are a Consumer and your Membership Application is a "distance contract" or "off-premises contract" under the Regulations, by default you have a legal right to a "cooling-off" period within which you can cancel your Membership for any reason, including if you have changed your mind, and receive a refund. The period begins once we have accepted your Membership Application and ends once you access any of the Membership Services.
- 9.3 If you request commencement of the services during the cooling off period, then under Regulation 36(4) of the Regulations you may still be required to pay a proportional amount of the Membership Fees.

- 9.4 If you wish to exercise your right to cancel under this clause 9, you may inform us of your cancellation in any way Cancellation by email or by post is effective from the date on which you send us your message. If you would prefer to contact us directly to cancel, please use the details outlined in clause 2.
- 9.5 Refunds under this Clause 9 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform us that you wish to cancel.
- 9.6 Refunds under this Clause 9 will be made using the same payment method that You used when paying for your Membership.

10. Our rights to terminate your Membership

- 10.1 You will immediately cease to be a Member and you will receive either a pro rata refund on an Annual Membership or direct debits will immediately cease if you:
- (a) die;
 - (b) become mentally incapacitated under the Mental Capacities Act 2005; or
 - (c) if the Membership is terminated under clause 8.2(d) and the Club determines at its absolute voluntary choice to apply the pro-rata refund or end the direct debits.
- 10.2 **We may end the contract (terminate your Membership) if you break it.** We may end the contract immediately at any time by writing to you if:
- (a) you commit a serious breach of these terms or the Club Rules and the breach, if capable of remedy, is not remedied within 7 days of us notifying you to do so;
 - (b) you do not make any payment to us when it is due;
 - (c) you provide us with details which you know are false when submitting your Membership Application to us and, the false declaration would have affected our decision to grant membership to you;
 - (d) your conduct, whether or not such conduct is the subject of a complaint by another member or group of members, is in our reasonable opinion, injurious to our character, name or interests; or
 - (e) you cause nuisance or annoyance to other users of the Club or any of our employees.
- 10.3 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.2 we will not refund any money you have paid in advance for the Membership, for the remainder of the Membership Year in which the termination took place and, where you have not paid in advance, we will charge you the costs we would have received had we not terminated the contract and the Membership continued for the remainder of that Membership Year.

10.4 **What happens if we terminate the contract.** Where we terminate your Membership under clause 10.2, you will lose all privileges and rights that you may have otherwise received with the Membership and your access to use the Club and/or its facilities as a Member shall terminate immediately. You will not be entitled to claim for a refund in any Membership fees paid in advance and, you must promptly return your membership card to us.

10.5 **If we terminate the contract without reason.** We have the right to terminate your Membership without reason, upon providing you with 30 days written notice. In such circumstances, we will refund any amount paid by you to us, for the Membership, for any period of the Membership Year that you will no longer be a Member of the Club. Where you have not paid in advance, we will not charge you for any period where you will cease to be a Member of the Club.

11. **If there is a problem with the Club facilities**

How to tell us about problems. If you have any questions or complaints about the facilities offered by the Club, please contact us. You can contact by writing to us at golf@donnington-grove.com or Donnington Grove Country Club, Grove Road, Newbury, Berkshire, RG14 2LA or alternatively, please speak to one of our staff at the Club.

12. **Club Rules & Other Documents**

12.1 These Terms and Conditions, the Membership Constitution, Rules of Golf and Etiquette & Dress Code, Privacy Policy, Cookies Policy and the Club Rules (as amended from time to time) govern the contract between you and us.

12.2 You must adhere to all signs, notices and information intended for your safety and the safety of others at the Club. For your safety, you must ensure that you are not in the path of moving golf balls, clubs or buggies at any time.

12.3 If you suffer an accident whilst at the Club premises or grounds, you must promptly report details of the incident to a senior member staff on duty. We do not accept liability for any accident or injury caused to you whilst at the Club, other than that which arises as a result of our negligence.

12.4 Should you find property that appears to be lost, this should be handed to a member of staff at the Club immediately. We will keep lost property in our possession for a maximum period of 3 months. If the lost property is not claimed within this period, we have the right to dispose of the property without notice.

13. **Members' Guests**

13.1 You may invite as many guests as you wish to the Club in each Membership Year, however each invite is subject to the Club having sufficient capacity to facilitate the invitation of your guest, and in any event, you may not invite more than three (3) guests on each individual occasion.

13.2 Each named guest may only play at the Club for a maximum of 6 times in any Membership Year (and no guest may carry over unused attendances into the next Membership Year).

- 13.3 Your guest(s) shall be bound by the Club Rules as stipulated under these Terms and Conditions. It is your responsibility to ensure that your guest(s) are aware of these Terms and Conditions and ensure that they comply with them to the fullest extent.
- 13.4 You shall be personally responsible for all actions and omissions of your guest(s), and if any guest is found to be in breach of these Terms and Conditions or any other applicable rules whilst at the Club, we reserve the right to terminate your membership and recover any loss or damage suffered as a result of the breach.

14. Our responsibility

- 14.1 **We are responsible to you for foreseeable loss and damage directly and exclusively caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a direct foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is unforeseeable, indirect or consequential. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. In any event, you must take all reasonable care when using the Club facilities and the golf course (including without limitation, checking the playing surface of the golf course to confirm that it is suitable for you to use, before commencing play).
- 14.2 Where you sustain loss or damage as a result of us failing to comply with clause 14.1, you must notify of us of this in writing within 7 days of the alleged loss or damage occurring. Such notification must be sent to the golf manager at: golf@donnington-grove.com
- 14.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or, for fraud or fraudulent misrepresentation.
- 14.4 **Damage to your property.** We do not accept liability for your cars (or other vehicles), the contents of such vehicles or other property that you bring to the Club. All such items brought to the Club are brought at your own risk. It is your responsibility not to leave your cars or other vehicles unlocked or with any belongings visible in the car or left in the car (even if left in a storage compartment of any kind).
- 14.5 We shall not be liable for any Force Majeure Event hindering, delaying, blocking performance or compliance with these Terms and Conditions.
- 14.6 Liability to you for all claimable losses of any kind is limited in aggregate to a refund of the subscription and/or membership fees described in clauses 7.1 and 7.2 for membership for the applicable Membership Year. No other financial remedy applies.
- 14.7 Parties will co-operate and act in good faith for time and cost-efficient dispute resolution.
- 14.8 Nothing in these Terms and Conditions is intended (or shall operate) to exclude or limit any party's liability for: (i) fraud), (ii) death or personal injury caused by negligence, or

(iii) any other matter for which liability cannot be excluded or limited by law. Also, to the extent that a member is a consumer, nothing in these Terms and Conditions will affect your statutory rights.

15. Force Majeure

15.1 Force Majeure Event means, in respect of an affected party claiming force majeure relief (the "**FM Relief Claimer**"), any of the following events or circumstances whether or not known or anticipated before entering into the contract (however none of the following events or circumstances can be used for payment of invoices to the Club):

- (a) act of God, natural disaster or severe adverse weather conditions (to include, but not limited to, fires, floods and storms);
- (b) riots, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism;
- (c) any outbreak, continuance or development of any epidemic or pandemic in its original or mutated/varied form;
- (d) any introduction of or change in any law or government sanction, prohibition, restriction or binding guidance or requirement;
- (e) shortage or unavailability of fuel or raw materials;
- (f) any statement, act or omission of any person other than the FM Relief Claimer, a member of the same corporate group as the FM Relief Claimer, or their respective sub-contractors, employees or agents;
- (g) any event, occurrence or circumstance beyond the reasonable control of the FM Relief Claimer or its applicable sub-contractor(s); or
- (h) any combination of the above.

16. How we may use your personal information

16.1 **How we will use your personal information.** We will use the personal information you provide to us in accordance with our Privacy Policy.

16.2 **Third parties.** We will only give your personal information to third parties where the law either requires or allows us to do so.

17. Other important terms

17.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 1 month of us telling you about it and we will refund you any payments you have made in advance for the Membership, for any period following the termination of the Membership.

- 17.2 **You may only transfer your rights under our guarantee to someone else.** You may only transfer your rights or your obligations under these terms to another person with our express written consent.
- 17.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 17.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide you with access to the Club, we can still require you to make the payment at a later date.
- 17.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Membership in the English courts.