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**Golf Membership Terms and Conditions**

1. **The EDGC**

The golf membership scheme (“membership”) is applicable to the Eastbourne Downs Golf Course (“EDGC”). The EDGC is comprised of the course, premises and the facilities provided as part of the course.

The purpose of the EDGC is to promote amateur sport and community participation in golf in Eastbourne.

Eastbourne Borough Council (“the Council”) through its duly authorised employees and representatives manages and operates the EDGC and deals with all matters in relation to it.

The registered offices of the Council are 1 Grove Road, Eastbourne, BN21 4TW.

1. **Categories of Membership**

These include but are not limited to;

1. **Full.** Membership of EDGC payable at the full cost payable annually.
2. **Junior.** Membership of the EDGC available to under 18’s on an annual basis at a reduced cost.
3. **Honorary.** At the Councils discretion can use the facilities without payment.
4. **Application for Membership**

Unless specifically referred to the terms and conditions, rules and code of conduct applies to all categories of membership.

EDGC is open to and welcomes the whole community. In particular the Council accepts its duties and responsibilities to those having a protected characteristic under the Equality Act 2010 or any subsequent legislation.

All applications must be accepted or refused by the Council. The decision to accept a member shall be at the sole discretion of the Council.

The Council reserves the right to verify, or require proof of all information provided to obtain membership. Any fraudulent or wrongly information provided in order to obtain membership may result in cancellation of all membership rights and lead to the repayment of all monies due to the Council.

Any person over 18, on application to the Council, may be accepted as a member of the EDGC.

Any person under 18, on application to the Council, may be accepted as a Junior member of the EDGC, provided that he/she does not operate gaming machines and does not purchase alcoholic drinks. Junior members are required to transfer their membership on their 18th birthday. No benefits especially applicable to under 18’s will be transferred at the time of renewal.

If a membership application is accepted membership of EDGC shall commence upon receipt of the appropriate fee. A membership card shall be issued by the Council. The card remains the property of the Council and entitles the holder to all rights and privileges exercised by the category of the holder.

The acceptance by the Council of an application for membership of EDGC shall constitute a legally binding agreement between the member and the Council.

1. **Membership**

On acceptance the member agrees to be bound by the terms and conditions, rules, and code of conduct in force at the time. Those rules include observing the rules of the game of Golf as adopted from time to time by the Royal and Ancient Golf Club of St Andrew. (“R&A rules”).

The Council reserves the right to vary the terms and conditions, rules and code of conduct on notice to members of at least 14 days.

The Council will keep a register of members which includes their address and if relevant email addresses. All notices to the member sent by post shall be deemed to have been duly delivered on the day following the date of posting. Any email notice to the member shall be deemed to have been duly delivered on the same day it was sent if before 4.00pm, or on the day following if after 4.00pm.

Membership cards will be issued to all current members and must be shown to gain entry every time a visit is made. Membership cards must only be used by the registered member and any fraudulent or wrongly use of the card by the member may result in the cancellation of the membership with no refund being made by the Council. Lost or damaged cards are subject to a replacement charge being made.

Every member shall communicate to the Council any change of address or email.

Members and guests of visiting teams may be admitted to the EDGC for the day on which a match is being played, at the discretion of the Council.

1. **Short term membership**

Any visiting golfer or member’s guest may be admitted upon payment of the appropriate fee and their name and address or the name and address of their home club shall be recorded.

The Council will set a fee level payable by a short term member depending upon his/her requirements.

The Council reserves the right to withdraw any time any privilege granted to a short term member.

1. **Membership fees**

Annual subscriptions shall be such sums as may be determined by the Council.

**All members shall pay annual subscriptions irrespective of their actual usage of the EDGC facilities**.

All annual subscriptions, with the exception of short term and honorary membership, will run from the 1st April each year, members joining after the 1st April will pay pro-rota calculated on the actual start date and the term remaining

Payments can be made by a single advance payment or by 12 monthly direct debit payments payable on the 1st day of the month in each year commencing on the 1st April in each year or if pro rata on the first day of the month in which members join

**Renewal subscriptions are payable in advance annually on the first day of the member’s renewal date. Any members whose renewal subscription is unpaid within 30 days after their renewal date shall immediately cease to exercise all privilege of membership and be de-registered from the EDGC**.

Where members elect to pay subscriptions monthly by direct debit a service charge may apply. Members who default on their monthly payments by more than 30 days shall immediately cease to exercise all privileges of membership and be de-registered from the EDGC. **The member will remain liable for the total amount of the annual subscription and any entrance fees outstanding**. The Council reserves the right to pursue the outstanding subscriptions and charge the member for any costs involved in collecting this debt.

The Council reserves the right to increase the membership fees annually on 1 April of each year. The member will be given a minimum of two weeks written notice of the fees which will apply for the next 12 month period.

Membership can be suspended for a certified medical reason at the discretion of the Council. Suspension can be made for minimum of one month and a maximum of three month. All suspensions will be for full calendar month.

The Council may permit any person use the EDGC as a Honorary member of the social facilities without payment at its sole discretion.

The Council may permit any member during their period of membership to lapse their membership for one year only, during which time they will not be subject to an annual subscription. For that year the member will be a lapsed member of the EDGC and will not be permitted to play golf or use any of the facilities. At the end of the lapsed year the Member will be automatically reinstated upon payment of the annual subscription for the subsequent year.

No person may pay the discounted green fee, permitted for playing with a member, more than six times per year.

Other payment terms may be available from time to time at the discretion of the Council.

Certain categories of membership do not include all the EDGC services and facilities and may be provided at an additional charge at the Council’s discretion.

1. **Limitation of liability**

The member acknowledges that the Council’s obligations and liabilities in respect of the EDGC are exhaustively defined in this agreement.

The Council will not be liable for any indirect or consequential loss, damage, costs, expenses, theft or damage to property, whether arising in contract, negligence or otherwise.

The member warrants and represents that they are in good health and are not knowingly incapable of engaging in activity within the EDGC.

The Council accepts liability to the extent that it results from the negligence of the Council and its employees for death or personal injury.

1. **Complaints**

Details of the complaint procedure are contained within the code of conduct.

1. **Termination and suspension of members**

Details of the complaint procedure are contained within the code of conduct.

1. **Resignation**

Any member wishing to resign their membership shall give notice in writing to the Secretary on or before the end of their current membership year of their intention to do so. **Otherwise, they shall be liable to pay their subscriptions for the next year.**

1. **Assignment**

The Council may assign the benefits of these terms and conditions of membership to a third party without notice being served upon the member to that effect.

1. **Facilities**

The opening hours of the EDGC are available on the EDGC Website and on the Notice Board in the club house. Such hours may be changed at the absolute discretion of the Council, with or without prior notice being given to members. The Council will endeavour to give reasonable notice of any change of hours.

The Council reserves the right to make reasonable alterations to the types of facilities provided without notice and the Council shall not be liable for any inconvenience caused by building works and for the provision of essential maintenance and improvement works.

On occasions the EDGC may need to be closed to affect necessary maintenance work or major structural alterations. The Council will make reasonable endeavours to publicise such works on the Councils website,on the EDGC notice board and through member emailsat least 14 days before any such closure. If due to unforeseen circumstances, such as inclement weather, it closes earlier than advertised, members will be notifed through the ClubV1 app

1. **EDGC Committee**

Members are entitled, but not bound to, participate in the EDGC Committee.

Details of the committee’s remit are contained in the Rules.

1. **Notices**

No notice or placard shall be put up in the facilities without the permission of the Secretary.

1. **Governing law and jurisdiction of the Courts**

This agreement shall be governed by and construed with English law and the parties agree to submit any disputes to the exclusive jurisdiction of the English Courts. **ata Protection**

The Council uses personal data about the members, prospective members and former members of EDGC for the purposes of administrating membership, providing services to members and internal administration such as training. Where the information is sensitive, for example health and medical details, extra care will be taken and that information will be treated in a strictly confidential manner.

 **Rules of EDGC**

1. The rules and etiquette of golf must at all times be strictly observed.
2. Trolleys must not be taken onto any green or tee at any time.
3. Any sign or notice moved under the R&A Rule 24 (Moveable Obstructions) must be replaced after the stroke has been placed.
4. Practising on any part of the course is prohibited including the playing of more than one ball.
5. All players must abide by the local rules as posted on the notice board and printed on the scorecard.
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7. All Members must play the course in its correct order. If for any reason this is not possible then those who play the course as they should have total priority.
8. The main starting point of the course is the first tee, but players may also use the 10th. When starting on the 10th hole, players should ensure that any players playing the 9th hole are not held up or inconvenienced. Players who start from the 10th hole must alternate when reaching the first, unless there is reserved tee time, when the first tee shall have total priority.
9. Golf bags and equipment must not be shared by players except by partners playing foursomes.
10. Dogs may be brought to the EDGCand if taken on the course must be kept on a leash under control. Owners must be responsible for disposing of their dog’s excrement. The Council reserves the right to ask the owner to remove the dog if they feel it is causing a nuisance to other users of the facilities
11. On no account must players trespass on farmland adjoining the course or allow their dogs to do so
12. Members have a duty to preserve the course.
13. Members have a duty to preserve all Council amenities including boundary fences, and to strictly observe all course direction and notices. They should endeavour to prevent conduct by Members which may course damage and report any misconduct or damage to the Secretary.
14. No intoxicating liquor, other beverages or food may be brought onto the EDGC premises by members or their guests for consumption on the premises or within the area surrounding the premises.
15. Vehicles are parked at the owner’s risk. All vehicles should be parked within the lined areas. Any vehicles carrying demountable equipment on the roof e.g. ladders which overhang the vehicles may not be parked.
16. Membership tags and short term Members labels must be displayed by all players on the course.
17. To obtain a handicap a member is required to submit three cards. All matters relating to handicaps will be dealt with under the current published CONGU scheme. Any complaint or question relating to handicaps should be submitted to the Captain.

**Competitions**

1. A member shall not play in any competition unless he/she has paid annual subscription or is not liable due to being a short term or honorary member.
2. Junior members will be admitted to the competitions under the conditions laid down in the Junior's constitution
3. Competition cards will be issued by the Professional. The last time for starting competitions is 12:00 noon, unless a start time is otherwise allocated. Competitions have precedence on the course but any player starting a competition outside the reserved start time will not be entitled to precedence.
4. Arrangements for all competitions, eligibility to play and conditions of entry for all competitions are defined in the competitions book.
5. All disputes regarding play in competitions will be dealt with the Committee within R&A Rule 34 and all such decisions are final.
6. The white tees may be used by members only for general play unless otherwise stated by the Professional.

**EDGC Committee**

1. Members are entitled to form a committee.
2. The remit of the committee is to organise and deal with competitions, handicapping, breaches of the Rules of EDGC, breaches of the Code of Conduct relating to the dress code and certain social activities. In case of dispute in relation to their remit the Council shall have the final word.
3. The committee shall be formed of a Captain, a Vice Captain and five other members. – The roles of the five members are as follows – The Competition & Handicap Secretary. The Lady Captain, The Lady Vice Captain, The Club Professional and the Chairman. The Chairman will automatically be the past captain.
4. The Captainhas the responsibility for acting as a liaison between the members and the Council in relation to the matters within the committee’s remit. Once a month Eastbourne Borough Council will meet with invited members of the committee to give updates. This is also an opportunity for these committee members to feedback any comments and concerns on behalf of the membership
5. The AGM shall be held every year at such time and place as the Council shall determine.

1. For any general meeting of the committee members shall be given at least 14 days’ notice specifying the business to be transacted and the day, time and place of the meeting.
2. The Council may call an EGM when any question of urgent importance arises.
3. The Committee may call an EGM when any question of urgent importance arises and shall be bound to do so when receiving notification signed by 50 members.
4. The Council reserves the right to suspend or terminate the committee at its own discretion.

**Code of Conduct**

1. Members must at all times behaviour in such as way as not to bring the EDGC into disrepute.
2. Altercations or arguments between members or otherwise on the course or premises should be reported to the Secretary or the Professional who will deal with them in the first instance.
3. Physical violence or threats of physical violence will not be tolerated. Any action constituting a criminal assault will be reported to the Police and dealt with under R&A Rule 22.
4. Any member found to have caused damage to the course, premises or any property will be reported to the Secretary and dealt with by the Council under R&A Rule 22. Any action consisting of criminal damage will be reported to the Police.
5. Any action consisting of theft from EDGC will be reported to the Police and dealt with under R&A Rule 22.
6. The Council may terminate or suspend membership without notice and with immediate effect if the member’s conduct, whether such conduct is the subject of complaint by another member/s or not, is such that in the reasonable opinion of the Council it may be injurious to the character, name or interests of the EDGC or is such that it renders the member unfit to associate with members or employees of the EDGC.
7. Complaints concerning unacceptable behaviour from an employee should be referred in the first instance to the Council’s Head of Tourism and Culture, if appropriate in writing with details.
8. Complaints concerning breaches of the Rules and Dress Code should be addressed in the first instance to the Captain of the committee, if appropriate in writing with details.
9. Complaints concerning other unacceptable behaviour from a member should be made in the first instance to the Secretary, if appropriate in writing with details.
10. If the Secretary or Captain believes that that the matter cannot be dealt with informally the matter will be passed onto the relevant Officer in the Council.
11. The relevant Officer of the Council will inform the member of the allegation and invite them to attend an investigation meeting, and where relevant with the Captain. The member will be provided with a copy of the disciplinary procedures at that time. If the member does not attend the meeting a decision may be made in his/her absence. If the Council decide to terminate or suspend membership that decision will be communicated in writing to the member and will have immediate effect.
12. The member has a right of appeal of this decision to the Council’s Head of Tourism and Culture and their decision shall be final.

For clarification:

1. Any member who is suspended shall not play on the course or enter any part of the EDGC, except to attend any meeting they have been requested by the Council to attend.
2. Any member who has had their membership terminated shall forfeit all rights and privileges of membership and shall have no claims against the Council who shall have no liability in respect of such termination.

**Dress Code**

On the course: Members must wear recognisable golfing wear including golf shoes. Trainers are not acceptable. It is not acceptable to wear jeans, t-shirts or any shirt that does not have a collar. Shirts must not be worn outside trousers or shorts. Shorts if worn must be tailored and worn with sport socks.

In and around the EDGC buildings smart casual dress is expected.

It is not acceptable to wear in an around the EDGC buildings;

dirty, dishevelled or torn clothing,

golf waterproofs,

golf shoes,

Vest,

t-shirts with offensive logos,

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Members are expected to adhere to the dress code applicable to an event, competition, function or presentation which specifies any particular attire.

Members are responsible for ensuring their guests are within the dress code.

Wet weather clothing should not be worn at any time in the Lounge.