

North Northamptonshire Council Leisure Membership Terms & Conditions

1. About This Agreement (Terms and Conditions)

References to 'you', 'your' and 'yours' are references to the individual completing the membership application form. References to 'we', 'us' and 'our' are references to North Northamptonshire Council.

Members

A "Direct Debit Member" is a facility member who pays the subscription fee by monthly direct debit.

A "prepaid Member" is a facility member who pays the subscription fee of twelve months in advance.

Fees

The "Admin Fee" means the additional monthly 7% administration fee which is subject to the terms of this agreement, collected by direct debit on the 2nd of the month and is not refundable.

The "Joining Fee" means the one-off facility fee payable in full in advance and is not refundable.

The "Matrix" means the one-off facility fee, which where applicable is subject to the terms of this agreement and is not refundable.

The "Induction Fee" means the one-off introduction and safety fee, payable in full in advance.

"The Subscription Fee" means the twelve-month subscription fee payable by direct debit, which will be collected on the 2nd of the month or pre-paid fee payable 12 months in advance.

2. Definition of Membership Types

A "Golf Membership" includes the following activities only; Adult 7-day Season ticket, Adult 5-day Season ticket, Senior 7-day Season ticket, Senior 5 Day Season Ticket, 19-21 age season ticket, 16-18 age season ticket and Junior season ticket. Additional usage of services such as twilight golf, society bookings, all other green fees are chargeable at the relevant rate.

Facility rules are displayed at the specified facility and you acknowledge that you have covered and understood them as part of your membership. The facility rules form part of this agreement. Your membership offers you use of Priors Hall Golf Course during public opening times.

3. Membership Duration

"The membership period is twelve months (the "Initial Period") commencing on the day following receipt of your Matrix fee, Admin Fee and the first payment towards the subscription fee. If within 7 days of the commencement of your membership you wish to terminate this agreement you must notify the facility in writing within that 7-day period, in which case we will agree to terminate the agreement and refund the subscription fee, less an early cancellation administration charge (currently £20.00). This termination date only applies within the first 7 days of membership.

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 Initial Period unless and until you terminate the agreement by giving us notice in writing of not less than 30 days, not to take effect prior to expiry of the Initial Period twelve-month 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 Initial Period. We cannot be held liable for any payment processed due to your failure to cancel a direct debit instruction.

4. Fees

The basic fee structure comprises a Joining Fee where applicable, Administration Fee, Induction Fee where applicable and a Subscription Fee. Other charges vary by the facility and include charges for equipment hire, trolley hire, buggy hire, locker hire, guest fees etc. All local prices are displayed at each facility. All published fees and other charges are inclusive of VAT. You agree to pay VAT at the applicable prevailing rate and any other direct or indirect taxes or levies imposed on us in connection with the provision by us to you or our services in this agreement. We have the right to review and implement the Joining Fee, Induction Fee, Administration Fees and Subscription Fee on the 1st of April each year. (A) if you are a prepaid member the price review in the Subscription Fee will not affect you until you renew your membership period. (B) If you are a direct debit member, we will write to give you 30 days' notice of the review in the subscription fee and the revised monthly payments.

5. Your Obligation

You agree to pay the Joining Fee where applicable, Admin Fee, Subscription Fee, Induction Fee and other applicable charges. To comply with facility rules.

To observe in particular all health and safety rules regarding use of the facility.

To use the facility equipment and facilities in accordance with all usage instructions, not to abuse the equipment and facilities and to conduct yourself in an orderly manner so as not to interfere with other members use or enjoyment of the facility and its facilities.

6. Cancellation By You or Us

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 admin fee, induction fee, joining fee or subscription fee or any part of them.

If you are a direct debit member and wish to cancel the agreement early in the initial twelve month period you will remain liable to us for the full twelve month Subscription Fee, even if you have cancelled your direct debit. We will not make a refund of the Admin Fee, Induction Fee, Joining Fee or Subscription Fee or any part of them.

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.

7. Termination By Us for Breach

We may terminate your membership. (A) on 7 days written notice if any unpaid fees or charges remain unpaid for 7 days or more. (B) Immediately at our absolute discretion if you are in serious breach of this agreement or repeat minor breaches.

8. Membership Suspension

Provided that all fees have been paid and up to date you have the right to suspend your membership for a minimum of 1 months and a maximum of 3 months after the Initial Period. You may do this in writing to the facility giving no less than 30 days' notice of the date upon which you wish your membership to be suspended. The period of suspension may be for whole months only, and not for any lesser period.

If you are a prepaid member the agreement expiry will be extended by the period of suspension.

If you are a direct debit member the end of the twelfth month Initial Period will be extended by the period of suspension. In all cases a monthly suspension fee will be payable to cover our additional administration costs. We will provide details of the fee on request.

Membership suspension will only be considered on the following grounds: short term medical condition, sudden ill health, or accident.

9. Facility Repairs and Maintenance

We reserve the right to close the facility for up to 30 days in any one calendar year for the purposes of carrying out repairs, refurbishments maintenance or health and safety grounds relating to course condition whether routine or extraordinary in nature. Should any closure extend beyond 30 days or if the facility is closed for these reasons for more than 30 days in a calendar year, we will refund you a proportionate amount of the subscription fee for the closure period exceeding 30 days or extend the renewal date of memberships.

10. Membership for 16 and 17 Year Olds

16 and 17 year olds can be members in their own right but no direct debit will be accepted and if you wish to pay by this method it must be made by a parent or guardian on your behalf.

11. Liability

We and our employees, officers and agents will not be liable in any way for the loss of, or damage to, or theft of property or members or guests or for personal injury to, or death of, any member or guest, except to the extent that such loss, damage or personal injury or death arises from our wilful act, negligence or default.

12. General

We may transfer any of our rights and liabilities under this agreement, we will notify you of any such transfer.

You must inform us of any change in the personal details you have provided to us. If you fail to notify us of a change of address, any communications will be deemed to have been received by you 5 days after posting by us.

In the event of any disagreement in the interpretation of the facility rules our decision is final.

You will be issued with a loyalty card, which remains the property of North Northamptonshire Council. If you require a replacement card due to loss or damage, this will be done at a cost of £5.00.

Use of buggies both hire and personal is at the discretion of the facility and in no way deemed reasonable grounds for membership termination or suspension.

13. Membership Transfer

Membership type can be changed giving one months' notice in writing to the membership Administrator.