



## **TERMS AND CONDITIONS OF MEMBERSHIP AND USE OF THE FACILITIES**

2022

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## **SECTION 1 - GENERAL RULES**

### **1 NAME**

The club is called WILTSHIRE LEISURE & HOSPITALITY LIMITED ("The Club")

### **2 OBJECTS**

The objects of the Club are to provide for the Members and Visitors, hotel, golf and leisure facilities, together herein referred to as "the Facility", and to supply them with refreshments and all things incidental to the undertaking of golf and leisure pursuits in a sociable environment with other advantages and facilities of a club.

### **3 PRIMARY CONCEPTS**

3.1 The Club is a proprietary club, the Proprietor being WILTSHIRE LEISURE & HOSPITALITY LIMITED and associated companies ("the Proprietor")

3.2 The Club Premises are located at Vastern, Wootton Bassett, Wiltshire or such other premises as the Proprietor may provide.

3.3 The Proprietor is responsible for providing the Members and Visitors with the Club Premises and all necessary facilities for carrying on the Club in accordance with these objectives and rules.

3.4 The Members of the Club are under no financial liability by reason of their Membership of the Club, save the annual Membership Fee, which is to be determined by the Proprietor from time to time.

### **4 THE RULES RELATING TO THE HOTEL GOLF & LEISURE FACILITIES**

4.1 Users of the Facility shall be governed by these Rules and Regulations appended to these Rules together with any additions, modifications and variations to them from time to time.

4.2 The Rules of the Club as published from time to time shall apply to persons using the Facility, in so far as they are applicable and/or not inconsistent with these Rules.

4.3 The Facility is administered by such Managers, Golf Professional and employees together herein referred to as "the Management" as the Proprietor may from time to time appoint.

4.4 The Proprietor, or the Management, shall have absolute discretion as to whether to admit or expel Members from the Facility at any time without giving any reason. In no circumstances will fees paid by such persons be refunded.

4.5 Members and all other visitors to the Facility shall observe and comply with the reasonable direction of the Proprietor and/or Management.

4.6 The Proprietor and the Management shall not be liable in any way for the cost of, or damage to, the property of Members or any other visitors to the Facility, or for personal injury to or death of any Member or any visitor to the Facility.

4.7 The Proprietor reserves the right to, from time to time, close any part of the Facility for maintenance. The facilities and the standard of the facilities provided and made available to the Members shall be at the sole discretion of the Proprietor at all times and the Proprietor accepts no responsibility whatsoever to provide any facilities to any specific level or standard at any time. The facilities may be changed and for avoidance of doubt may be reduced at any time by the Proprietor in its sole discretion.

### **5 COMPLIANCE WITH RULES**

5.1 Each user of the Facility undertakes and agrees to comply with the current Rules of the Club.

5.2 These Rules do not create or impose upon the Proprietor any liability to a Member or Visitor

either in contract or in tort.

5.3 The Officers of the Club as described in Section 2 and such person or persons who shall be delegated by them to undertake the function of the Club committees are not agents of the Proprietor and can in no way bind the Proprietor in any contract with or concerning any Member or visitor whether in respect of the Club or otherwise.

5.4 Each user of the Facility shall be deemed to have read and understood the current Rules of the Club and shall be regarded as having full capacity and shall be fully responsible for any breaches or infringements thereof.

## **6 MEMBERS**

6.1 Every candidate for adult Membership must be at least 18 years of age.

6.2 The annual membership subscription, or subscriptions for the adult Members or Junior Members in relation to golf or any other activity of the Club, shall be determined from time to time at the absolute discretion of the Proprietor.

6.3 Subscriptions are due on acceptance as a member and thereafter annually, or as agreed with the Proprietor.

6.4 Proposals for Membership must be on the forms provided for that purpose and must be signed by the candidate for Membership and in the case of Junior Membership by the adult Member making the proposal.

6.5 Proposals must state the name and the address of the candidate and such other information as the Proprietor shall reasonably require.

6.6 Acceptance of Members is at the sole discretion of the Proprietor.

6.7 When an accepted candidate has paid his or her first annual subscription or monthly payment, he or she is a Member of the Club and shall be entitled to all privileges of Membership and he or she shall be deemed to have agreed to be bound by the rules of the Club at the date of Membership and as varied from time to time.

6.8 The Proprietor may terminate the Membership of any Member whose subscription is more than one month in arrears, or if in absolute opinion of the Proprietor the conduct of that person is, or is likely, to be injurious to the Club or the Membership.

6.9 Without prejudice to the generality of the immediately preceding sub-clause, the Proprietor may terminate the Membership of any Member without notice and without explanation.

6.10 The name of the Member whose Membership is terminated, will be removed from the list of registered Members and he or she will immediately cease to be a Member of the Club and forfeit all rights of Membership.

6.11 The Rules may be altered or varied at any time by the Proprietor, notice of such alteration or variation shall be published in such a manner as the Proprietor may decide provided that any Member shall be entitled to inspect a complete copy of the current Rules relative to the Club on demand at the main premises of the Club.

6.12 The Proprietor shall not be liable in any way for the cost of or damage to the property of Members or any other visitors to the Club or for personal injury to or death

## **7 HONORARY MEMBERS**

7.1 The Proprietor may award to a Member the status of Honorary Member in recognition of his or her contributions to the Club.

7.2 An Honorary Member is entitled to all the privileges of Membership without paying the annual subscription or any special payment for Honorary Membership.

## **8 PAY & PLAY**

Any person who shall pay on a daily basis to use the Facility, shall conduct himself or herself strictly in accordance with these Rules whilst within the Club and its facilities, but shall not be entitled to the privileges of Members.

## **9 RIGHTS AND LIABILITIES OF MEMBERS**

9.1 Every Member of the Club (subject to these rules being enforced) is entitled to use and enjoy (in common with the other members of the Club) the Facility and things provided by the Proprietor for the use of the Club on such terms and conditions of payment or otherwise as the Proprietor may from time to time stipulate.

9.2 There shall be no illegal betting or gaming, drunkenness, bad language or other misconduct within the Club premises.

## **10 GUESTS**

10.1 Members may introduce guests who have attained the age of 18 years but no Member may introduce more than three (3) guests in anyone day and no person may be admitted as a guest to the Club on more than six (6) occasions in any one year. Younger guests may be introduced but must always be under the responsibility of the Member introducing them.

10.2 The Guest of a Member must become a day member ("Day Member") and must sign and write his or her name and address in the book supplied for that purpose.

10.3 A Day Member is entitled to the privileges of membership for the day but he or she may not introduce any guests into the Club.

10.4 Members must accompany guests introduced by them during the period of their stay in the Club and be responsible for their conduct.

10.5 The following may not be admitted as guests:

- Former Members who have been expelled.
- Former Members who have ceased to be Members at the discretion of the Proprietor or the Committee.
- Persons who have applied for membership and have been rejected.
- Members who are under suspension.

## **11 CONDUCT OF MEMBERS AND VISITORS**

Whilst within the Club buildings and the facilities of the Club, all Members and Visitors shall act and conduct themselves with the utmost respect for the other Members, their guests and all staff. In addition to complying with these Rules, Members and Visitors must comply with any additional rules, including golf Local Rules and any rules displayed on Notice Boards.

## **12 RESIGNATION & EXPULSION OF MEMBERS**

12.1 A member may resign his or her membership of the Club at any time by giving notice in writing to the Membership Secretary.

12.2 A Member who resigns continues to be liable for any annual subscription, or part thereof, due and unpaid at the date of resignation. If you have any payment outstanding to the Club under any agreement for any amount and for any reason, then you shall be suspended at the sole

discretion of the Club and you have absolutely no right to access the club at anytime for any reason. You may not access the club as a guest, visitor or otherwise until such time payment is cleared in full. For avoidance of doubt, should you have any amount outstanding to the club under any agreement all your rights of access shall be suspended, which shall include but not be limited to any absolute rights of membership you may have under any other agreement. Failure to make payment to the club is a material breach and shall supersede any other agreements or arrangement in place that may otherwise give you access to the club.

123 A resigned Member who has discharged all his or her liabilities to the Club may re-join the Club at the discretion of the Proprietor.

124 The Proprietor shall inform the Committees as to the name and address of any person expelled from the Membership of the Club and thereafter the Proprietor shall use best endeavors to ensure that such persons are barred from entering the Club or using any of the Facilities.

125 A Member expelled, forfeits all the privileges of membership without claim for any refund of subscription.

### **13 CONDUCT OF JUNIOR MEMBERS**

13.1 Junior Members:

- are entitled to play in all Junior Club competitions. Junior members may compete in adult competitions, subject to appropriate membership, but must be partnered by an adult member and have a current playing handicap of 28 or under.
- without a current playing handicap are only permitted to play on the course when accompanied by an adult or other junior member with a current playing handicap.
- must adhere to laws pertaining to the purchase or consumption of intoxicating liqueur on the Club premises,
- are not to play any gaming machines other than amusement machines which are restricted to the use of adult persons.

13.2 The Proprietor may require any person infringing these Rules to leave the Club premises immediately and his or her Membership may be terminated.

13.3 If it is proved that an infringement took place with the consent and knowledge of the Adult Member who introduced the Junior Member concerned, then the Adult Member may also be expelled from the Club and his or her Membership may be terminated at the discretion of the Proprietor.

### **14 ADDRESSES OF MEMBERS & NOTICES**

14.1 Each Member must inform the Proprietor of his or her current address, contact telephone and email address and of any further changes of these.

14.2 Notices required by these Rules to be given to Members may be given either by pre- paid letter addressed to a Member at the last address he or she has furnished to the Proprietor, or via email, or by exhibiting the notice in a prominent place in the Club premises.

14.3 A list of names and addresses of all Members of the Club will be kept on the Club premises and produced for inspection on demand by a Police Officer, subject to Data protection Act guidance.

### **15 INTOXICATING LIQUEUR**

15.1 Sale or supply of intoxicating liqueur in the Club is permitted within the general licensing hours in force within the licensing district in which the Club premises are situated.

15.2 The bar opening hours are fixed by the Proprietor.

15.3 Intoxicating liqueur may be sold only in accordance with the terms and conditions (if any) imposed by the Justices license granted in respect of the Club premises.

## **16 BEHAVIOUR**

Members and Visitors are asked to ensure that they behave in a way which does not offend others, and which respects other Club Members and Visitors, the Club property premises and facilities, and the Facility. Whilst on Club premises, Members must respect the proper instruction of the Proprietor and the Management.

## **17 APPEARANCE**

17.1 Members and Visitors must please conform to standards of attire appropriate to a Sports and Leisure Club. Hard spiked shoes may not be worn in any indoor area, save golf changing rooms and Spike bar. Soft spiked shoes are permitted in the clubhouse provided they are clean and free of mud.

17.2 Members, Guests and visitors/societies must comply with the dress code for golf as laid down by the Proprietor and Management of the Club. Leisure members must comply with the dress code required for the bar and other open areas. The wearing of swim suits is not allowed outside the confines of the pool and changing rooms.

## **18 PAYMENT OF ACCOUNTS**

Unless proper arrangements are made in advance, all Members and Visitors must defray whatever expenses they incur on the Club premises before leaving.

## **19 PERSONAL EFFECTS**

The Club accepts no responsibility for any property belonging to Members and Visitors wherever they may be left. Cars should be locked at all times.

## **20 PUBLIC LIABILITY**

Members and Visitors are reminded that the Club, the Proprietor and the Management do not accept responsibility for any loss or damage caused or suffered by Members on Club premises or the facility by reason of the act default of any Member or Visitor. Members are asked to notify the Proprietor or the management forthwith if they notice any defect on the Club's premises or Facility, which may be a danger to the persons using the premises or Facility.

## **21 SAFETY PRECAUTIONS**

The attention of the Members and Visitors is drawn to the fire exits which are there in the interest of public safety. Members and Visitors must not interfere with these doors or obstruct them in any way. In an emergency Members and Visitors must quietly and promptly obey instructions given by the Proprietor or Management.

## **22 GENERAL**

22.1 Headphones/ear pieces need to be worn when listening to music, radio etc. on the Facility.

22.2 No pets permitted, save that dogs may be exercised around the perimeter of the golf course or on public footpaths if kept on a lead and under proper control.

22.3 Food and drink, alcoholic or otherwise may be consumed in the Club, its premises and the Facility, only if purchased from the Club.

22.4 Drivers may only park in appropriately marked areas, no able-bodied drivers are allowed to park in disabled areas. Only private vehicles are allowed to be parked in the car park, commercial vehicles must park where directed.

## **23 GOLF ETIQUETTE**

Golf Members and Visitors are expected to adhere to the Etiquette of Golf and obey the proper instructions of Management. Members and Visitors may not use either of the golf courses or the practice facilities to teach golf for monetary gain.

## **24 PLAYING IN COMPETITIONS**

Golf members must inform either the Competition Secretary or Club Professional at least 30 minutes prior to their booked tee time of non-availability to play in competitions. Visitors booked to play in any competition should give them an agreement, relevant committee members or relevant staff at least forty-eight hours' notice of non-availability. Failure to do so may result in the entitlement to enter competitions being suspended.

## **25 BOOKING TEE TIMES**

A Member may only book one tee time on any day. Block booking of tee times may only be made through the Club Professional.

## **26 CLOSING OF COURSE FOR COMPETITIONS**

The Proprietor reserves the right to close the courses for competitions and society meetings from time to time.

## **27 HOURS OF OPENING**

The Club premises may be opened to receive Members and Visitors between the hours from time to time stipulated by the Proprietor.

## **28 DISSOLUTION**

The Club may be dissolved at any time by the Proprietor.

## **29 DISPUTES**

Any disputes or difference which may arise as to the meaning or interpretation of these rules or any of the by-laws made in accordance with these rules must be determined by the Proprietor, whose decision shall be final and binding on all Members and Visitors of the Club.

## **30 COMPLAINTS**

30.1 Suggestions and/or complaints, concerning the operation of the Club are to be brought to the notice of the Proprietor in writing by way of:

Golf	Golf Director
Leisure	Leisure Manager
Catering	General Manager
Premises	General Manager

30.2 Complaints concerning competitions, local rules, handicaps or other areas administered by Committees, should be referred in the first instance, to Officers or the appropriate Committee. Any individual grievance not solvable by way of Member Sport Committees must be brought to the notice of the Proprietor in the manner outlined above.

30.3 If any Member or Visitor shall have cause to complain as to the conduct of any staff Member, the decision of the Proprietor as to any disciplinary measures (if any) against any staff member shall be final and binding upon the Member or Visitor.

30.4 The Proprietor may suspend expel or impose any other penalty, restriction or other punishment upon any Member or Visitor whose conduct, behaviour or other actions or omissions

either on or off the Club's premises shall be in breach of any rule or other regulation or requirement validly made by or on behalf of the Club or shall otherwise be harmful or injurious to the character, interests or reputation of the Club, its members, guests, visitors, staff or representatives or generally harmful to the harmonious operation of the Club. Any member expelled or suspended under this rule shall not be entitled to any refund of entrance fee or annual subscription. You may be suspended at the sole discretion of the Club for failure to make payment to the club or any other reason at the sole discretion of the club. Notwithstanding the terms of the agreement/s under which you are a member of the club, during the period of suspension your rights of access to the club as a member under all agreements shall automatically cease and for avoidance of doubt you may not access the club as a visitor or guest during such period of suspension.

### **31 CLUB PROPERTY**

No Member, Pay & Play person, Guest or Visitor may take away any property of the Club from the Club premises under any pretext whatever or permit any property of the Club to be taken away or injure or destroy any property of the Club or permit it to be injured or destroyed.

### **32 INSURANCE**

No Member or Visitor using the facilities of the Club, shall be entitled to make a claim against the Proprietor or any insurance from time to time maintained by the Proprietor in respect of the Club or the business carried on thereat.

### **33 UNDERSTANDING**

33.1 It is understood by each Member that the Proprietor has provided the Club and the Club premises in the furtherance of the Proprietor's business and that the Club is to be run as a business for profit.

33.2 The Proprietor has the absolute right to veto, vary or modify any decisions made by any Officer or Committee as to the use of the Club premises and facilities and any other matter or thing which the Proprietor considers shall be injurious to the said business.

### **34 INTERPRETATION**

34.1 Reference to the masculine gender includes the feminine and where appropriate the singular shall include the plural.

34.2 Any reference to a Member shall include a Junior Member and a Day Member unless otherwise stated therein.

34.3 The headings to each paragraph in these rules are given for ease of reference only and are not to be taken into account in the interpretation of the Rules.



## **SECTION 2 - MEMBERSHIP GROUPS**

### **1. MEMBERSHIP GROUPS**

With the permission of the Proprietor, Members may form Groups and Sections of the Club to organise their activities.

### **2. OFFICERS**

2.1 Officers of the Club representing the members are; the Club Captain and Vice-Captain, the Secretary (if employed by the Proprietor) and the honorary position of the President- appointed by the Proprietor. There are no officers for the Leisure Members although they may rely on the Club Captain and President to deal with problems that may arise.

2.2 The Club Captain and Vice-Captain will be appointed by the Proprietor and will normally be the Captain and Vice-Captain of the largest Adult Golf Membership Section. The Club Captain's year runs from 1<sup>st</sup> November to 31<sup>st</sup> October.

2.3 The Officers of the Club shall hold office for one calendar year from the date of appointment, unless otherwise agreed by the Proprietor.

2.4 It is the sole right of the Proprietor to appoint the President of the Club. The President's term of office is of an unspecified period to suit both the members and the Proprietor.

### **3. COMMITTEES**

3.1 A General Committee will be constituted to exercise the powers given by these Rules and otherwise at the request of the Proprietor.

3.2 The General Committee will comprise; the President (Chairman), Club Captain and Vice-Captain and the Captains and Vice-Captains of the Adult Golf Membership Sections, together with the Director of Golf and such others as the Proprietor in his discretion may deem necessary. There will also be a Course Liaison member, appointed by the Proprietor and a Social Secretary, appointed by the Section Captains.

#### **3.2.1 Responsibilities:**

General:

- Represents the membership
- Acts as a liaison between the membership and the management
- Acts as liaison between Club committees
- Deals with matters referred to it by Members or other Committees
- In conjunction with Proprietor, deals with complaints/grievances of members
- Ratifies Section Committee members appointment and removal
- Course Liaison - Liaises with, firstly the Proprietor and secondly the Course Manager re condition of the course and changes (any communication/instructions must be agreed by the Proprietor). They are the first contact for member's comments. This appointment is made by the Proprietor in consultation with the Club Captain.
- Social - Compiles, agrees (with the Management), and administers, the programme of social events.

3.3 Captains of Membership Sections may appoint Committees to run and administer the Members participation in the sport concerned at the Club, subject to overall direction from the

General Committee, within the structure laid down by the Proprietor and in accordance with the rules of the sport.

3.4 Any person nominated to act on any committee or sub-committee must be a Member throughout the term of office.

3.5 Notice of meetings and minutes of the General Committee must be circulated to the Proprietor and the Membership. The Proprietor or a representative may attend any meeting.

3.6 Minutes of Section Committees must be circulated to the Club Captain and Club President and published to the Sections' Membership

#### **4. SOVEREIGNTY**

Neither the Officers nor any Committee Member shall or may incur any expense on behalf of the Club, or give any warranty on behalf of the Club, except to the extent as the Proprietor shall from time to time specifically whether or not in writing.

#### **5. POWERS OF COMMITTEES**

Committees created or formed by, or with the approval of the Proprietor, shall have the powers conferred upon it by the Rules, and from time to time awarded by the Proprietor.

#### **6. GENERAL COMMITTEE MEETINGS**

The Committee shall meet at least every three months. The Proprietor, President or any Section Captain may call an interim meeting of the General Committee at any time.

#### **7. DUTIES OF THE MEMBERSHIP SECRETARY**

The Membership Secretary, employed by the Proprietor, will ensure that the correct returns are given to the relevant County, Regional and National organisations charged with the conduct and supervision of the Rules of Golf.

#### **8. CHANGES TO THE RULES GOVERNING MEMBERSHIP GROUPS**

Any changes to the rules relating to Membership Groups must be considered and agreed by the General Committee and ratified by the Proprietor.

## **SECTION 3 - RULES RELATING TO THE MENS SECTION OF THE GOLF CLUB**

### **1. APPOINTMENT OF THE MEN'S VICE-CAPTAIN**

- a.** The Men's Captain's year runs from 1<sup>st</sup> November to 31st October.
- b.** A Selection Committee will be formed, chaired by the Club President and comprising:
  - The current Ladies Vice-Captain, Men's Vice-Captain, Senior's Vice-Captain and three past Club or Men's Section Captains nominated by the President.
- c.** The Committee will meet each August to choose a candidate to propose to the Proprietor for confirmation by 30th September.
- d.** Potential candidates must be proposed and seconded by members of the Committee. Club Members will be encouraged to propose suitable candidates to Committee members. The Selection Committee will screen proposals and agree a short list. Candidates on the short list must agree to their names being put forward for consideration.
- e.** If more than two candidates are proposed, the second preference system (each committee member will vote for their first and second choice) will be initially used to break ties.
- f.** In the event of (e) above not resolving the tie, the President will have a casting vote. Confirmation of the appointment will be required from the Proprietor.

### **2. MEN'S SECTION COMMITTEE RESPONSIBILITIES**

#### **a. General**

- Represents the membership of the Section
- Acts as a liaison between memberships and management
- Resolves any disputes regarding competitions or handicaps
- Appoint a Handicap Secretary and subcommittee with a minimum of three members to act as the Club's Handicapping Authority, in accordance with the rules of the Unified Handicapping System administered by the Council of National Golf Unions (CONGU)
- Junior member development
- Deals with complaints/grievances of members

#### **b. Competitions (Prime responsibility of Competitions Co-ordinator)**

- Compiles the programme of competitions
- Liaises with The Pro Shop regarding Competitions
- Agrees financing and prizes for competitions. Obtains prizes, arranges presentation.
- Agrees, with the proprietor the format and procedures for competitions, e.g. tee times, course layout etc.
- Administers competitions, processes and post results.

The Competitions Co-ordinator may convene a Competitions sub-committee to assist him. The Section Vice-Captain would be an ex-officio member.

#### **c. Finance (Prime responsibility of Treasurer)**

Accounts for monies collected through competitions and any other sources. The accounts will be presented regularly to the Committee and to members each year, at the Annual Open Meeting

(AOM).

At the end of the Captains year, the Treasurer shall prepare Handover Accounts, including Junior Section accounts, for independent examination/review that the accounts are in accordance with the books and records and any other assurance the committee may require, approved by the outgoing Captain and accepted by the incoming Captain.

### **3. APPOINTMENT AND MEETING OF COMMITTEE MEMBERS**

Committee members (other than ex officio members) shall be selected by the Captain in consultation with his Vice-Captain. Committee positions will be advertised. Appointments will be for a two year term and incumbents may offer themselves for re-appointment thereafter. Members shall meet as often as required, but no less than three times a year.

### **4. ANNUAL OPEN MEETING**

The Men's Section Captain shall hold an "Open Meeting" before 31<sup>st</sup> December of his year of appointment. Inter alia, the Captain will introduce his Committees, present the previous year's accounts and take questions.

## **SECTION 4 - RULES RELATING TO THE LADIES SECTION OF THE GOLF CLUB**

### **1. APPOINTMENT OF THE LADIES VICE-CAPTAIN**

The Ladies Captain's year runs from 1<sup>st</sup> November to 31st October. The ladies Vice Captain is appointed by invitation of the Ladies' Captain and the nomination approved by the Club President. Confirmation of the appointment will be required from the Proprietor.

### **2. LADIES SECTION COMMITTEE**

The Committee will be selected by the Lady Captain in consultation with her Vice-Captain and normally comprise: the Lady Captain and Vice-Captain supported by a Secretary, Treasurer, Competitions & handicaps Organiser, and County League Representative, and two or three members without portfolio. Committee positions may be advertised as necessary.

Friendly Matches Organiser, County Past Captains' Representative, Seniors' Representative and County Vets Representative do not normally attend Committee meetings but are invited to present Reports and attend if there are important matters in their remit to be discussed.

### **3. FINANCE**

The Section Treasurer accounts for monies collected through competitions and any other sources. The accounts will be presented regularly to the Committee and to members each year, at the Annual Open Meeting (AOM).

At the end of the Captains year, the Treasurer shall prepare Handover Accounts, for independent examination/review that the accounts are in accordance with the books and records and any other assurance the committee may require, approved by the outgoing Captain and accepted by the incoming Captain.

### **4. ANNUAL OPEN MEETING**

The ladies Section Captain shall hold an "Open Meeting" before 31st December of her year of appointment. Inter alia, the Captain will introduce her Committees, present the previous year's accounts and take questions.

## **SECTION 5 - RULES RELATING TO THE SENIORS SECTION OF THE GOLF CLUB**

This Section is open to all male members over 55 and ladies over 50, upon payment of a small annual administration charge. The Section organises its own competitions and social events. It has its own Captain and Committee to organise its activities.

## **SECTION 6 - RULES RELATING TO THE LEISURE SECTION OF THE CLUB**

### **1a. Introduction**

1.1 Your agreement is with us, WILTSHIRE LEISURE & HOSPITALITY LIMITED. These terms and conditions form part of your agreement with us. Your agreement with us is made up of your filled-in and signed membership agreement form, these terms and conditions and the terms of club use (as described below at sections 1.4 and 1.5).

1.2 These documents together form a legal agreement between us, so please make sure that you read them carefully and understands them. If you have any questions, please ask a Manager at the club.

1.3 You, and all visitors to any club, must keep to the rules and regulations, which apply, at the club.

1.4 The terms of the club will include the full rules of using the club and other terms specific to each club.

1.5 All our memberships are monthly memberships. In these terms and conditions, monthly means every calendar month. A full calendar month starts on the first day of the month and ends at the end of the last day. When we refer to month in these terms and conditions, we mean a full calendar month.

### **2a. Starting your agreement**

2.1 Your agreement starts from the start date set out on your membership agreement form. When you start, you will need to make the payments set out on the membership agreement. You cannot use the club until you have signed your membership agreement form, made the payments set out on the form, and set up your direct debit (if you are paying by direct debit).

2.2 You may need to pay an administration fee or a joining fee (or both), which will be set out on your membership agreement form. These fees are known as 'starter fees'.

2.3 We will work out any proportional monthly fees that may apply and set out any initial fees you have to pay, and the payment method, on your membership agreement form.

### **3a. Type of membership**

3.1 We offer various different types of membership to people aged 16 or over.

3.2 The facilities available to you, the amount you pay and the times when you can use the club will depend on your membership. The membership you have chosen will be shown on your membership agreement form. You can upgrade your membership at any time and your new monthly fees will be set out in your membership agreement form.

3.3 The types of membership we offer at our clubs are as follows.

331 Off-peak – this entitles you to use only the standard facilities at your club during off-peak opening hours.

332 An individual membership - the agreement is with you only.

333 A joint/couple membership - you and your partner residing at the same address, join together (both aged 16 or over). Proof of address must be supplied.

334 A family membership - up to two adults (both aged 18 or over) and up to two children join together. This membership gives adults the use of the facilities during the opening hours, and children the use of restricted facilities during children's opening hours.

335 A corporate membership - if the business you work with or for has an agreement with us for corporate memberships.

336 A student membership - if you are in full-time education.

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### **Section 1. Your membership fees**

11 The cost of your membership will depend on the type of membership and the membership commitment period you have chosen.

12 We will set out all amounts that you need to pay for your membership on your membership agreement form.

13 If you are not sure about the fees you are paying please speak to your club.

14 During your membership, you must pay your membership fees whether you use our facilities and services or not (unless you have frozen your agreement in line with section 5).

15 When your membership ends for any reason and we have taken the final payment from you, you are responsible for cancelling your direct debit. If you do this before your membership has ended, we may not be able to collect any remaining payments you owe and we will contact you about this in line with your membership agreement form.

### **Section 2. Payment options**

2.1 For each of the payment options set out below, all the monthly fees could change in line with section 5.

2.2 All our agreements are monthly agreements and the monthly membership fee you pay will depend on the membership you choose, the payment option you choose and the minimum number of full calendar months you commit to be a member for.

2.3 The types of payment options we offer are as follows.

#### **2.3.1 Three month prepaid in full**

(a) With this payment option, you pay upfront for three calendar month's membership.

(b) After those three full calendar months, you may renew or discontinue your membership.

#### **2.3.2 Standard monthly payment**

(a) With this payment option, you commit to being a member, and paying the monthly membership fee, for at least 12 full calendar months. At the end of the 12 calendar months, your membership will automatically continue on a monthly basis unless you instruct us to cancel your membership.

(b) Under this payment option, during your 12-month commitment period you will not be able to change to a lower level of membership. You will not be able to cancel your membership during this period except for the reasons set out in section 6.

### 2.3.3 Discounted prepaid in full

(a) With this payment option, you commit to being a member for 12 full calendar months and to pay all your monthly membership fees upfront when you join or renew. In return you will get a discount on your membership fee and a further discount for paying your monthly membership fees upfront. We will contact you near the end of the 12 calendar months to let you know that your commitment period is coming to an end.

(b) If you want to commit for a further 12 months, you must renew your 12-month commitment period before the 15th day of the month your existing commitment period ends. If you do not renew or change to one of our other payment options, we will assume that you want to cancel your membership and your membership will end at the end of the 12-month commitment period.

(c) If you commit for a further 12 months in exchange for a discount, the monthly membership fee for the next 12 months may have changed. We will tell you this before you commit again.

(d) Under this payment option, during your 12-month commitment period you will not be able to change to a lower level of membership. You will not be able to cancel your membership during this period except for the reasons set out in section 6 and we will not refund any payments you have made.

2.4 If you choose a particular payment option and decide to upgrade your membership, you must pay any extra fees, which apply (set out in your membership agreement).

## **Section 3. Payment methods**

3.1 Unless you have chosen our discounted prepaid payment option, you must pay your monthly membership fee in advance every month by direct debit.

3.2 You must sign a direct debit form when your membership starts and we will take your payment on the first working day of the month.

3.3 We may accept other payment methods to start, restart, transfer or upgrade your membership, or allow you to make a payment for our discounted prepaid payment option.

3.4 If you have a joint membership, you must pay the two monthly membership fees by one direct debit.

3.5 If you have a family membership, you must pay all the monthly membership fees from one direct debit.

3.6 When you tell us about a change to your bank account details, we may ask you to sign a new direct debit form.

## **Section 4. Failing to pay**

4.1 If you have any payment outstanding to the Club under any agreement for any amount and for any reason, then you shall be suspended at the sole discretion of the Club and you have absolutely no right to access the club at anytime for any reason. You may not access the club as a guest, visitor or otherwise until such time payment is cleared in full. For avoidance of doubt, should you have any amount outstanding to the club under any agreement all your rights of access shall be suspended, which shall include but not be limited to any absolute rights of membership you may have under any other agreement. Failure to make payment to the club is a material breach and shall supersede any other agreements or arrangement in place that may otherwise give you access to the club. This section is about what will happen if you do not pay your monthly membership fee or any other fees you have agreed to pay because:

4.1.1 The account details you gave us for the direct debit are wrong;

4.1.2 There is not enough money available in your bank account; or

4.1.3 You have cancelled your direct debit without giving us notice by the 15th day of any month.

4.2 If the account details you gave us for the direct debit were wrong

4.2.1 We will ask you to pay by cash, debit card or credit card and to give us your correct bank details. We may appoint a debt-collection agency to collect any payments you owe, and you may have to pay any costs associated with this, including court costs. Or we may choose to take the payment from your credit card or debit card using the credit card or debit card details you have given us.

4.2.2 While you owe us payments you will not be allowed to enter your club. Once your payments are up to date you will be allowed to use your club. You will still have to pay all monthly membership fees for the commitment period you signed up to.

4.3 If there is not enough money available in your account

4.3.1 We will ask you to pay by cash, debit card or credit card. If, after the second month we have contacted you, you still owe us the payment, we will cancel your membership from the end of that month or the end of your commitment period.

4.3.2 While you owe us payments you will not be allowed to enter your club. Once your payments are up to date you will be allowed to use your club. You will still have pay all monthly membership fees for the commitment period you signed up to.

4.4 If you have cancelled your direct debit without giving us notice

4.4.1 We will ask you to pay by cash, debit card or credit card. If you are not within any commitment period you agreed to, we will cancel your membership from the end of that month.

4.4.2 While you owe us payments you will not be allowed to enter your club. Once your payments are up to date you will be allowed to use your club. You will still have pay all monthly membership

fees for the commitment period you signed up to.

## **Section 5. Freezing your membership**

5.1 You may freeze (suspend) your membership for between one calendar month and 12 calendar months for the following reasons only:

5.1.1 Pregnancy

5.1.2 Serious illness

5.1.3 Serious injury

5.1.4 Redundancy

5.2 As long as you get our agreement beforehand you may extend the period of any 'freeze'. Freezing your membership is not the same as cancelling your membership. To cancel your membership you must follow the procedure described in section 6.

5.3 If you want to freeze your membership you must inform us in writing. We must receive this notice by the 15th day of the month. We will decide whether or not to freeze your membership.

5.4 If we agree to freeze your membership we will do so from the first day of the following month. We cannot freeze it from an earlier date and will not refund monthly fees paid before the membership was frozen.

5.5 When you ask us to freeze your membership you will need to tell us when you plan to return to the club, although your membership can start again before this date if you let the club know. We will automatically start your membership again, and start taking any direct debits, on the date you tell us you want your membership to start again.

5.6 We will not charge you membership fees while your membership is frozen. If you have chosen our discounted monthly or discounted prepaid payment option, we will extend your membership period by the number of full calendar months your membership has been frozen for. If we increase our prices during the period when your membership is frozen you will have to pay any new prices that apply to your membership type when your membership starts again.

5.7 You will not be allowed to use the club while your membership is frozen. However, if you have a linked child who has not frozen their membership (see section 14), you will be able to accompany him or her to the club so they can use the facilities in supervised sessions.

5.8 If you have joint or family membership, or a linked child, freezing the membership may result in changes to your payment arrangements (including losing some or all of any discount you may have) for any joint and family members under your membership. We will tell you about any changes when you ask to freeze your membership. .

## **Section 6. Your right to cancel your membership**

## 6.1 Cancelling your membership during the cooling-off period

6.1.1 After you have joined your club, you may cancel your membership for any reason within 10 days of joining. This is called the cooling-off period. If you choose to cancel within these 10 days, we will give you a full refund of the starter fee and any other fees you have paid.

6.1.2 If you want to cancel your membership within the cooling-off period, you need to write to your membership secretary.

## 6.2 Cancelling your membership after the cooling-off period

6.2.1 To cancel your membership you must send your notice in writing to your membership secretary. If the club receives your notice by the first day of the month, your membership will end on the last day of the same month. If your club receives your notice after the first day of the month, your membership will end on the last day of the following month (this means we will take one more direct debit payment before cancelling your membership). For example, if we receive your notice on 10 May, it will take effect from 30 June. If you are within your commitment period we will cancel the membership from the 1st day of the month after the commitment period has finished, as long as it is at least one full calendar month in advance. If you are not sure what your commitment period is, please contact the club.

6.2.2 If you cancel your membership in writing (by post or e-mail), when we receive your written notice we will send you an acknowledgement letter to confirm the date that your membership will end. If you do not receive this acknowledgement, you must assume that we have not received your cancellation notice.

6.3 After the cooling-off period you may cancel your membership within your membership commitment period for the following reasons only.

(a) Pregnancy

(b) Serious illness

(c) Serious injury

(e) Redundancy

(f) If we change the location

(g) If we close the whole of your club for refurbishment for more than one month at a time

(h) If we significantly reduce the opening hours or facilities at your club, unless this is temporary and we need to for health and safety reasons, for maintenance, or for improvements that will benefit most members. (In this case we will offer other facilities or freeze your membership, as appropriate.)

6.4 If you are not happy with any change in the monthly membership fee that applies to you, you must tell us that you are cancelling your membership because of the increased fee. You will still have to pay any increased fee until your membership ends. However, we will refund you any difference between the old monthly membership fee and the increased monthly membership fee

at the end of your membership commitment period.

6.5 As well as the above, you are entitled to cancel your specific membership in the following ways.

6.5.1 Standard monthly - If you have chosen, or changed to, our standard monthly payment option, you can cancel your membership by giving us one full calendar month's notice in writing, but we will not cancel your membership before your membership commitment period (as shown on your membership agreement form) has ended.

6.5.2 Discounted monthly - If you have chosen, or changed to, our discounted monthly payment option, you must give us one full calendar month's written notice to cancel your membership at the end of your 12-month commitment period. We must receive this notice at any time before the first day of the last full calendar month of your commitment period. However, you can cancel your membership straight away if you pay for the remaining full calendar months of your commitment period.

6.5.3 Discounted prepaid monthly - If you have chosen, or changed to, our discounted prepaid payment option, we will cancel your membership unless you renew your membership commitment period. If you decide to renew your membership commitment period and you currently pay your discounted prepaid membership by direct debit, your membership will continue for a further 12 full calendar months and we will give you at least 10 working days' notice that your monthly payments are due for the next 12 months.

6.5.4 A joint membership - If you have chosen or changed to a joint membership, we will automatically cancel your joint membership if the other joint member gives the correct notice to cancel. We will change your membership to an individual premier membership. We will tell you the new monthly membership fees and when you will start paying them. You will not have to complete another three-calendar-month commitment period. If you both want to cancel, follow the process in 6.5.1 to 6.5.3.

6.5.5 A corporate membership - If you have a corporate membership and are no longer eligible for it (for example, because the agreement we have with the business you are associated with or employed by ends, or you are no longer associated with or employed by that business), you may change your membership to our standard premier membership and you will no longer be entitled to receive the discounted corporate fees. We will tell you when your eligibility ends. You may need to keep your membership and payment option for the rest of the membership commitment period you signed up for. Unless our agreement with the business you work for or with says otherwise, the standard cancellation notice and membership commitment periods set out in these terms and conditions apply.

6.5.6 A family membership - If one family member cancels or changes the membership, or you no longer qualify for this membership, the remaining family members will automatically move to the appropriate type of membership. This may also affect the membership fee for any linked children. If this happens, we will give you written notice. If all members of the family want to cancel, follow the process in 6.5.1 to 6.5.3

## 6.6 Your right to cancel any extra benefits

6.6.1 If you want to cancel you must give the club one full calendar month's notice and they must receive this by the 15th day of the month.

## **Section 7. Refunds**

7.1 We will issue any refunds due to you by bank transfer or by cheque to the address you have given us on your membership agreement form.

## **Section 8. Our right to cancel or freeze your membership**

8.1 We may cancel your membership by giving you one month's notice in writing. In these circumstances, we will refund that month's fee that you have paid, and any fees you have paid for future months.

8.2 We may freeze your membership (we will not charge you monthly membership fees while your membership is frozen) or cancel your membership without giving you notice, if:

8.2.1 You seriously or repeatedly break the conditions of your membership;

8.2.2 You allow another person to use your membership card to get into the club (unless you have told us that your membership card has been lost or stolen); or

8.2.3 You or your guests use offensive or abusive language, or use violent or offensive behavior, at any of our clubs, or if your behavior puts our other members, guests or employees at risk.

8.3 If we cancel your membership under section 8.2:

8.3.1 We will not allow you to join the club in the future and you will not be allowed to enter the club; and

8.4 If we permanently close the club, we will, where possible, give you at least one full calendar month's notice in writing. We will send this to the address you have given us. We will also put a notice on the club's information boards. We will end your membership at the end of the month's notice and refund any monthly membership fees you have already paid for the remaining commitment period.

8.5 If we receive official notice (for example, from the bank) that you have died, we will immediately cancel your membership and refund any fees you have paid for the remaining membership commitment period.

## **Section 9. Our right to change your membership, these terms and conditions or the terms of club use**

9.1 We may, at any time, choose to withdraw a type of membership or a payment option for new members or members who want to change, restart or renew their membership or payment option. Notwithstanding anything contained to the contrary in the event if you are suspended for

any reason under any agreement (including but not limited to failure to make payment to the club), then you cannot access the club at any time under any other agreement and you may not access the club as a visitor or guest or as a member.

9.2 From time to time we may change our monthly membership fees by any amount we think is reasonable. We will try to only change the fee once a calendar year. However, we cannot guarantee this. We will tell you about any change that will apply to you, and will give you at least one full calendar month's notice before the change comes into effect, in line with the Direct Debit Guarantee. Please see your payment options for details of how fee changes will affect you.

9.3 We may make reasonable changes to these terms and conditions if the changes are for the benefit of the majority of our members at the club.

9.4 When we make changes that may affect you, we will give you notice of the changes we plan to make. If you are not happy with the changes, you can cancel as explained in section 6 of these terms and conditions. These terms and conditions replace any previous versions.

## **Section 10. Restarting your membership after cancellation**

10.1 You may start your membership again at any time. You will need to sign a new membership agreement form and set up a new direct debit with us.

10.2 You may not be able to restart your membership until you have paid any amounts you owe us (if any), and we can refuse to let you restart your membership again. If you owe any amount to the club under any agreement then you shall not be allowed to access the club under any circumstances at any time, until such time you have paid all the amounts to the club.

10.3 There will be an administration fee charged.

## **Section 11. Events beyond our reasonable control**

11.1 If we cannot provide all the services and facilities at the club for 30 days or more in a row, or services and facilities are significantly reduced for 30 days or more in a row, for reasons or events beyond our reasonable control, you or we can cancel your agreement immediately after giving notice in writing. By law, we do not have to pay you compensation in these circumstances.

11.2 'Reasons or events beyond our reasonable control' could include, for example, natural disasters, a government's actions, war, national or regional emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic, strikes or other labour disputes (whether or not they relate to our workforce), delays affecting suppliers or not being able to get suitable materials on time or at all.

## **Section 12. Proof**

12.1 We may need you to provide satisfactory proof of:

12.1.1 Your eligibility for any type of membership, either before your membership starts or at any time during your membership;



12.1.2 Your entitlement to cancel or freeze your membership;

12.1.3 Any email you sent to confirm cancellation, or the date you posted your cancellation notice (or both).

12.2 If you cannot provide satisfactory proof, for example you cannot show the date of postage, we will not be able to cancel your membership and your membership may continue.

### **13. Your contact details**

13.1 We will send all letters and information to the address and other contact details you have given us on your membership agreement form. You must keep us up to date with any changes to your address or other contact details by filling in an administration form at the club.

### **Section 14. Children**

14.1 You may want to add children to your membership. We refer to this as 'linking' them to your membership. All children who join must be linked to someone over the age of 18.

14.2 Children under three months old have free access to our clubs when accompanied by a member who is 18 or over.

14.3 The charges for child memberships are set by the club and may depend on the age of the child. Children may need to be upgraded to the next age category after their birthday. We will tell you in writing when we plan to upgrade your child to the next age category. In these circumstances, the monthly membership fee may change.

13.4 The times that children are allowed in the club, or to use the facilities, will depend on the child's age. Please ask your club for more information and details.

### **Section 15. Guests**

15.1 If you are over 18, you can invite guests to the club. Each guest will have to pay a fee to be entitled to enter that club and use the facilities. You can get details of these fees at your club. Your guests must sign in at the club's reception and fill in an exercise questionnaire at the start of each visit. Your guests may not be able to use the facilities without written confirmation from their doctor if any concerns about exercise arise from the questionnaire.

15.2 You must make sure that your guests keep to these terms and conditions (where these apply) and the terms of club use.

15.3 We can refuse to let a guest into the club and we may ask a guest for ID before they can enter a club. Notwithstanding anything contained to the contrary in the event if you are suspended for any reason under any agreement (including but not limited to failure to make payment to the club), then you/guest cannot access the club at any time under any other agreement and you may not access the club as a visitor or guest or as a member.

15.4 Your guest does not need to be with you to visit the club (unless we say otherwise) as long as they have a current and valid guest invitation card.

15.5 We may restrict guests to a maximum of 12 visits per year.

### **Section 16. Membership cards**

16.1 We will give you, and anyone linked to your membership, a membership card.

16.2 You must bring your membership card with you each time you visit. If you forget your membership card, we may ask to see a second form of ID before we allow you to enter your club. We may delay your access to the club to give us enough time to record your visit.

16.3 If you have lost your membership card, you will need to buy a replacement membership card.

### **Section 17. Queries**

17.1 If you have any queries about these terms and conditions, payments or specific details to do with your club, please speak to your club first.

### **Section 18. Liability**

18.1 When we carry out any health assessments and exercise questionnaires we may identify possible problems with you taking part in exercise and recommend that you get medical advice. We are not responsible if you ignore our recommendations and continue to exercise at the club.

18.2 By law, we do not have to pay you compensation for any service, facility or equipment not being available for health and safety reasons or if it is for the benefit of our members.

18.3 By law, we do not have to pay you compensation for loss or damage you may suffer unless we have failed to carry out our duties under these terms and conditions to a reasonable standard or we break any duties we have by law.

18.4 We will not pay you compensation if we have failed to carry out our duties due to:

18.4.1 Your own fault;

18.4.2 The fault of someone else who is not directly connected with providing our services under these terms and conditions; or

18.4.3 Events, which we could not have known about beforehand even if we had taken all reasonable care.

18.5 We can make changes to the type of facilities we provide, and we will give you notice of any such changes. We will not be liable for any loss or damage caused by these changes. The facilities and the standard of the facilities provided and made available to the Members shall be at the sole discretion of the Proprietor at all times and the Proprietor accepts no responsibility whatsoever to provide any facilities to any specific level or standard at anytime. The facilities may be changed and for avoidance of doubt may be reduced at any time by the Proprietor in its sole discretion.

18.6 You must make sure that you can do the exercise provided by any exercise programme you follow or any class you go to.

18.7 You should consult your doctor before you start any exercise programme or class you go to.

18.8 You should consult your doctor before you start any exercise programme or class if you are not sure whether it is suitable.

18.9 We cannot accept liability for loss or damage to you or your guest's property in the club or the car park.

### **Section 19. Data protection**

19.1 We will record any personal information you give us in line with the current data-protection laws.

19.2 We will keep any clinical information you give us confidential and secure and only pass it to, or receive it from, those involved with your programme or treatment. By joining one of our membership options, you are giving us permission to share relevant clinical information that relates to your health goals between members of our staff.

19.3 It is important that we hold the most up-to-date contact details for you. You are responsible for keeping all your personal contact details and choices for how you want to receive marketing materials up to date.

### **Section 20. Choice of law**

20.1 Your membership with us is governed by the laws of England and Wales.