

GOLF COURSE MEMBERSHIP TERMS & CONDITIONS

(Seaford Head Golf Course – Owned and operated by Seaford Town Council)

1. Definitions

In these Terms and Conditions (“Terms”):

- “Course” means Seaford Head Golf Course, owned and operated by Seaford Town Council, including its officers, employees, and authorised agents.
- “Member” means any individual accepted into membership by the Town Council.
- “Membership Period” means the period that membership is granted for, commencing on the Member’s joining or renewal date.
- “Fees” means all membership fees, subscriptions, levies, joining fees, and any other charges payable to the Town Council.
- “Direct Debit” means the monthly instalment payment method authorised by the Member.

2. Membership Agreement

- 2.1 Membership constitutes a binding contract for the full Membership Period.
- 2.2 By applying for, renewing, or paying for membership, the Member agrees to be bound by these Terms, the Course Rules, and all policies issued by the Course from time to time.
- 2.3 Membership is personal to the Member and is non-transferable and non-assignable.
- 2.4 Any fraudulent use of a membership will result in cancellation of the membership with immediate effect. No refunds will be made.

3. Fees and Payment Obligations

- 3.1 All Fees relating to the Membership Period are due and payable in full upon acceptance or renewal of membership.
- 3.2 Payment by monthly Direct Debit constitutes a payment plan only; the Member remains liable for the full annual subscription regardless of instalments.
- 3.3 The Course may revise Fees annually and will provide existing Members with at least 30 days’ notice.

4. Direct Debit Requirements

- 4.1 Members paying by Direct Debit must ensure valid banking details, maintain sufficient cleared funds, and report changes promptly.
- 4.2 Direct Debits may be collected by the Course or its appointed payment provider.

4.3 Any cancelled or failed Direct Debit constitutes a breach of payment obligations.

5. Default, Non-Payment and Consequences

5.1 Failed Direct Debit:

A notification will be issued.

A second attempt may occur within 7 days.

A £25 administrative fee will apply for recollection of any delayed/unpaid Direct Debit payment

5.2 Suspension:

Failure on second attempt will result in suspension of access to all Course facilities.

5.3 Persistent Default:

Failure to rectify within 7 days may result in termination, full balance due, and referral to debt recovery.

5.4 Continued Liability:

Termination does not release the Member from liability for the full annual Fees.

6. Course's Right to Terminate or Suspend Membership

The Course may suspend or terminate membership for breaches, misconduct, non-payment, or behaviour detrimental to the Course.

7. Cancellation by the Member

7.1 Members may only cancel at the end of the Membership Period. Early termination or periods of temporary suspension of membership may be permitted for medical incapacity and is entirely at the discretion of the Town Clerk or Deputy Town Clerk, (medical evidence will be required to prove this).

7.2 In the event of death of a member, any Fees paid in advance will be refunded on a pro-rotta basis.

8. Facilities and Services

8.1 The Course's normal hours are displayed at the Course and are updated on the Town Council's website.

8.2 Opening hours may be lengthened and shortened at the discretion of the Course.

9. Limitation of Liability

9.1 Members use the facilities at their own risk. The Course is not liable for loss or damage unless due to proven negligence.

9.2 Members are responsible for ensuring that they and their guests use the Course safely and correctly, including all facilities at all times.

10. General

- 10.1 Members are required to inform the Course of any changes of address, email address, telephone numbers or other method of communication. Email will be the preferred method of communication, unless the Member informs the Course otherwise.
- 10.2 By providing an email address the Member consents to receiving email communication, unless they inform the course otherwise. The member also accepts that email may not be a secure and confidential means of communication. The Course will not be liable for any loss or damage suffered as a result of communicating with a Member by email.
- 10.3 By providing a mobile telephone number the Member consents to receiving text communication, unless they inform the Course otherwise. The member also accepts that texts may not be a secure and confidential means of communication. The Course will not be liable for any loss or damage suffered as a result of communicating with a Member by text.
- 10.4 The Course reserves the right to refuse entry

11. Data Protection

- 11.1 The Course processes personal data in accordance with UK GDPR and its Privacy Policy and treats the protection of Member's data seriously.
- 11.2 Membership information will only be used by the Course and its employees in accordance with the Data Protection Act 2018. The Course will not supply information from the database to any other organisation or individual except to the extent permitted by the Data Protection Act which is required by law in carrying out its proper function.
- 11.3 Under the Data Protection Act 2018 (GDPR), Members can request access to their personal data, which is available on request. The Town Council's Data Protection Policy explains how to make a Subject Access Request (SAR).

12. Variation of Terms

The Course may amend these Terms with 30 days' notice.

13. Governing Law and Jurisdiction

English law shall apply to this contract, and the relevant courts of England & Wales shall have exclusive jurisdiction to deal with any disputes arising in relation to it

14. Entire Agreement

These Terms and Conditions, together with Course Rules and the Membership Application, form the entire agreement between Member and Course.