

Rockliffe Hall Limited Golf Membership Terms & Conditions

The Member acknowledges and accepts that the Membership Application Form together with the Rockliffe Hall Golf Membership Terms & Conditions constitutes the Contract between Rockliffe Hall Limited ("Rockliffe Hall") and the Member. The Member, by signing below, confirms that the details in the Membership Application Form are correct and that they have read and understood the Rockliffe Hall Golf Membership Terms & Conditions.

Terms & Conditions

1. Interpretation

1.1 In this Contract, the following words and expressions shall have the followings:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Contract: the contract between the Member and Rockliffe Hall for use of the Golf Course at Rockliffe Hall in accordance with the Member Application Form, these Rockliffe Hall Golf Membership Terms & Conditions and the Golf Club Rules.

Force Majeure Event: any circumstance not within a Party's reasonable control (other than lack of funds on the part of the Member) including without limitation acts of God, abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake or other natural disaster, subsidence, structural damage, collapse of buildings, epidemic, pandemic, terrorist action or attack, civil commotion or riots, war, military operations, armed conflict, imposition of sanctions, embargo, crowd disorder, strike, lockouts or other industrial action, nuclear, chemical or biological contamination, any legislation, regulation, ruling or omission (including failure to grant a necessary licence, permit or consent) of any relevant government, court, competent national authority, transport disruption, interruption or failure of utility services and non-performance by suppliers or subcontractors.

Golf Club Rules: means each of the rules and regulations of Rockliffe Hall and the R&A Rules from time to time which are available via the Rockliffe Hall website www.rockliffehall.com/golf or from the Club House.

Green Fee: a fee payable in advance by any non-member permitted by Rockliffe Hall to play a round of golf.

Guest Fee: a fee for the guest of a Member to play a round of golf payable in advance by the Member.

Member: the individual or company (in respect of Corporate Golf Membership) named on the Membership Application Form.

Membership: membership of the Golf Club at Rockliffe Hall Resort & Spa, Hurworth on Tees, Darlington, DL2 2DU.

Membership Fee: the annual fee for the category of Membership as stated on the Membership Application Form payable by the Member to Rockliffe Hall in accordance with clause 3.1.1.

Membership Application Form: the acknowledgement of order accepted by Rockliffe Hall subject to the terms of this Agreement set out in Schedule 1.

R&A Rules: means the Royal & Ancient Golf Society Rules of Golf which are available at <https://www.theukrules.co.uk/rules/sport/golf/Official-Rules-of-Golf.pdf>

1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.3 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 A reference to writing or written includes email.

2. Confirmation of Membership
 - 2.1 This Contract applies to the Membership to the exclusion of any other terms that the Member seeks to impose or incorporate or which are implied by trade, custom, practice or dealing.
 - 2.2 The Membership shall come into effect on the date that the Membership Application Form has been accepted by Rockliffe Hall and the Membership Fee has been paid to Rockliffe Hall in cleared funds by the Member. Until that time, the application for Membership will be treated as provisional. For the avoidance of doubt, Rockliffe Hall shall have the right to reject any application for any reason. Membership is personal to the Member named on the Membership Application Form and cannot be loaned or transferred to any other person (which includes the Membership Card).
3. Membership Card and Rights
 - 3.1 Membership entitles the Member to play golf at all permitted times subject to booking a tee off time which can be done up to ten (10) days in advance, subject to availability; and to use of the Club House, when open to Members, and the option to enter all Rockliffe Hall Golf competitions for which they are eligible.
 - 3.2 The Golf Course is a four ball course. Rockliffe Hall reserves the right to make games up to a four ball at busy times.
 - 3.3 The Golf Club Rules are adapted from time to time from by The Royal and Ancient Golf Club of St Andrews.
 - 3.4 Buggies and electrical and pull trollies are permitted subject to assessment of ground conditions from time to time by Rockliffe Hall. In the event that it is not deemed safe to use buggies and/or trollies Members will be notified via the notice boards in the Club House. Any breach of such notice will be deemed a breach of this Contract.
 - 3.5 A photographic Membership Card and a bag tag will be issued to you on acceptance of your Membership Application Form application by Rockliffe Hall. The Membership Card and bag tag remain the property of Rockliffe Hall and must be returned by you to the Golf Club on cessation or suspension of your Membership.
- 3.6 You are responsible for the use of your Membership Card at all times and must retain your Membership Card for the duration of each time you attend the Golf Club. Entry to the Club House and Golf Course may be denied in the absence a Membership Card.
- 3.7 If your Membership Card or bag tag are damaged, lost, stolen or destroyed, you must report this to the Golf Club as soon as reasonably practicable. Rockliffe Hall shall, at its sole discretion, issue a replacement card after payment of a non-refundable administration charge by the Member.
- 3.8 The Membership Card will also be your discount card for any published member discounts on products or services offered by Rockliffe Hall at its sole discretion. The Membership Card must be produced at the point of payment in order to receive the discount. Discount will be refused without production of a valid Membership Card.
- 3.9 There is a process in place for Member feedback which can be accessed via the Pro Shop in the Club House. Derogatory or defamatory comments about Rockliffe Hall Team Members or other members and guests will not be tolerated and may lead to Membership suspension or cancellation.
4. Member Obligations
 - 4.1 The Member agrees and undertakes:
 - 4.1.1 to pay the Membership Fee in monthly instalments, at Rockliffe Hall's absolute discretion, as set out in Membership Application Form, and any Green Fees, Guests Fees and additional catering and beverage costs incurred by the

- Member or their guests prior to departure from the Club House;
- 4.1.2 inform Rockliffe Hall in writing (which shall include email) of any changes to the personal details provided in the Membership Application Form. Rockliffe Hall shall have the right to suspend your Membership until verified contact details are provided;
- 4.1.3 to at all times comply with the Golf Club Rules and to ensure at all times that any guests of the Member observe and abide by the Golf Club Rules from time to time stipulated by Rockliffe Hall and with any and all other rules and regulations stipulated by Rockliffe Hall and/or the Royal & Ancient Golf Society from time to time;
- 4.1.4 comply with all reasonable instructions of Rockliffe Hall Team Members;
- 4.1.5 to ensure the Member and any guests shall be dressed in accordance with any dress code stipulated by Rockliffe Hall from time to time. Rockliffe Hall has the right to refuse entry and or the right to play the Golf Course to any person not complying with the appropriate dress code;
- 4.1.6 to ensure that any guest or junior member under the age of 18 years will not consume alcohol at the Golf Club or any other area at Rockliffe Hall Resort;
- 4.1.7 not to do any act, matter or thing which would or might constitute a nuisance, damage, disturbance, annoyance interference or inconvenience to Rockliffe Hall, Team Members, other Golf Club members or any adjoining or neighbouring areas or to any person using said areas or adjoining or neighbouring areas;
- 4.1.8 to refrain, and ensure guests refrain, from smoking (including e-cigarette), swearing, spitting, adopting unruly, inappropriate, offensive or illegal behaviour;
- 4.1.9 to ensure at all times responsibility for junior members and guests under the age of 18 and monitor at all times their whereabouts and behaviour;
- 4.1.10 to be responsible for any equipment the Member brings to the Golf Club and acknowledges that all equipment brought to the Golf Club by the Member is done so entirely at the risk of the Member;
- 4.1.11 to refrain, at any time, from bringing any food or beverages into the Golf Club which have not been purchased Rockliffe Hall Resort;
- 4.1.12 without prejudice to any and all of Rockliffe Hall's rights in respect of any breach of this Contract to make good at the Member's expense any damage to the Rockliffe Hall Resort, including but not limited to the Golf Club, or property of Rockliffe Hall including but not limited to golf buggies, attributable to any act or omission of the Member and/or guests other than fair wear and tear and in the event that the Member shall not have made good such damage within seven (7) days of the said damage having occurred to indemnify Rockliffe Hall against any costs, damages and expenses incurred by the Rockliffe Hall in making good said damage on behalf of the Member (which Rockliffe Hall shall be entitled absolutely at its own discretion to do);
- 4.1.13 to indemnify and keep Rockliffe Hall indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this Contract, any breach of the Member's undertakings contained in clause 3 or the use of the Membership.
- 3.2 The Member shall at all times be responsible for the behaviour of its

guests and shall indemnify Rockliffe Hall against any and all loss or damage suffered by the Rockliffe Hall caused by their guests.

3.3 Any person who behaves in contravention of clause 3.1 above or acts in a manner to bring Rockliffe Hall into disrepute or is otherwise for whatsoever reason, at the sole discretion of Rockliffe Hall, may be barred or banned from entering the Rockliffe Hall Resort and or may be refused entry to or removed from the Golf Club.

4. Guests

4.1 A Member can invite a maximum of three (3) guests to the Golf Club on any one day. Guests must be accompanied by the Member at all times.

4.2 All guests must abide by the Rockliffe Hall Golf Membership Terms & Conditions and the Golf Club Rules, and the Member must notify the guests of this prior to use of the facilities.

4.3 All Guest Fees and Green Fees must be paid when checking in at the Club House Reception, and each guest will be required to complete a Guest Registration Form, prior to use of the facilities on each visit.

4.4 No individual can be signed in as a guest of any Member on more than six (6) occasions a year.

4.5 Members may be required to pre-book guests at busy periods including weekends, bank holidays and school holidays.

4.6 Rockliffe Hall reserves the right, at its discretion, to refuse entry to any guest for any reason, and in particular in the event that any guests do not abide by the Rockliffe Hall Golf Membership Terms & Conditions and/or the Golf Club Rules.

5. Membership Suspension and Cancellation

5.1 Without prejudice to any other rights or remedies it may have, Rockliffe Hall shall have the right:

- (a) in the case of any serious or persistent breach of the Rockliffe Hall Golf Membership Terms & Conditions and/or the Golf Club Rules; or
- (b) in circumstances where Rockliffe Hall has reason to believe that the Member has behaved in a manner which is contrary to Rockliffe Hall or any of the Golf Club Rules or is deemed by Rockliffe Hall to have brought Rockliffe Hall into disrepute;
- (c) if a direct debit for Membership Fees is rejected on two (2) or more occasions to cancel, suspend or withdraw your Membership. In the event of such cancellation, suspension or withdrawal no refund will be paid;
- (d) if the Member and/or their guest(s) are in breach of any of the terms of clause 3, Rockliffe Hall has the right to cancel the Membership with immediate effect. No refund will be made to the Member if they are banned or restricted access to the Golf Club or Rockliffe Hall Resort under such circumstances.

5.2 In the event that your Membership is cancelled, suspended or withdrawn, you shall not be entitled to any privileges granted to you in connection with the Membership, including but not limited to, access to the Golf Course and Club House and member discounts throughout Rockliffe Hall Resort and you shall return your photographic Membership Card and a bag tag if so requested.

5.3 In the event that your Membership is cancelled due to default in payment at clause 5.1(c) above, you shall be entitled to request reinstatement of the Membership which, if approved by Rockliffe Hall shall require payment of the defaulted Membership Fee instalments together with any charges incurred by Rockliffe Hall in respect of such, prior to the Membership being reinstated. If the Member fails to make any payment due to Rockliffe Hall under this Contract by the due date for payment, then, without limiting Rockliffe Hall's remedies, the Member shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a

year above the Royal Bank of Scotland's base rate from time to time.

5.4 Rockliffe Hall shall have the right to suspend Membership due to a Force Majeure Event.

5.5 Members are not entitled to suspend their Membership once the Membership Application Form has been accepted by Rockliffe Hall.

5.6 Rockliffe Hall may, at its sole discretion, approve suspension of Membership due to an extreme, unexpected change in personal circumstances of the Member or ill health or injury (on production of a certified medical certificate to such effect) which would preclude the Member from use of the Golf Course. Any request for suspension in accordance with this clause 5.6 must:

- (i) be in writing Member Services stating the reason for requested suspension and duration of proposed suspension (to a maximum of three (3) months);
- (ii) be at least one calendar month notice to commence the suspension; and
- (iii) will, if approved, be subject to payment of a £75 administration fee.

If the suspension is granted, at the sole discretion of Rockliffe Hall, you will be notified in writing and all rights and privileges connected to the Membership shall be suspended until the Membership is reactivated.

5.7 Membership cannot be suspended retrospectively irrespective of whether the Member attended the Golf Course or Club House to use the facilities during such period.

5.8 If a Member has an injury or has had a medical procedure that hinders the ability to play golf during recovery, the Member shall have the

option to transfer the Membership to a spa membership with no additional charge, for rehabilitation purposes.

5.9 If a Member who pays by direct debit wishes to cancel the Membership, a minimum of three (3) full calendar months written notice is required. Rockliffe Hall will confirm receipt of the notice and the date on which the Membership will end within ten (10) Business Days of receipt of the cancellation notice. If you have not received this confirmation, please contact Member Services. It is your responsibility to ensure you are in receipt of the confirmation of cancellation. Members who pay the Membership Fee in full at the start of the season are not entitled to cancel the Contract prior to the end of the season.

6. Changes to Fees and Membership Categories

6.1 Rockliffe Hall may increase Membership Fees automatically at the end of each year or at its discretion. Rockliffe Hall shall give members no less than two weeks' notice in writing of any changes to the Membership Fee which shall become effective on the annual renewal date of the Membership.

6.2 Rockliffe Hall may increase Green Fees and Guest Fees at any time at its discretion. Rockliffe Hall shall give members no less than two weeks' notice in writing of any changes to the Green Fees and Guest Fee.

6.3 Where applicable, the Green Fee and Guest Fee shall be subject to VAT.

6.4 Concessionary rates are available for junior and student memberships and for a linked membership for a spouse or partner of a current member. In the event that the relevant eligibility criteria for the concessionary Membership ceases, the Member must immediately inform Rockliffe Hall. The Member may lose the right to the concessionary rate and may be required to pay to Rockliffe Hall the full Membership Fee in respect of the remainder of the annual Membership.

6.5 Rockliffe Hall reserves the right to introduce, remove or amend categories of Membership at any time at its sole discretion. Full details of the Membership categories are available from Member Services.

7. Closure of Golf Club Facilities

7.1 There will be occasions when Rockliffe Hall is required to close, or limit access (in access times or facilities) to, the Golf Course and/or the Club House for reasons including but not limited to:

- (a) a golf day or tournament;
- (b) private event at the Golf Club and/or the Resort;
- (c) repair, maintenance, redecoration, refurbishment, improvement or alteration;
- (d) health and safety reasons; or
- (e) adverse weather.

No refund or suspension of Membership Fee shall apply during any such closure.

8. Force Majeure

8.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event and the affected party has notified the other party in written of its reliance on this clause 9.

9. Notices

9.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
- (ii) sent by email to the address specified in the Membership Application Form.

Any notice shall be deemed to have been received:

(iii) if delivered by hand, at the time the notice is left at the proper address;

(iv) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

(v) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 9.1(v), business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

9.2 This clause 9.2 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10. Health & Safety

10.1 The safety of our members, guests and Team Members is our main priority. All members and guests must pay attention to and comply with all signs relating to health and safety. If you do not understand a notice or sign please ask for assistance.

11. Data Protection

11.1 We are committed to protecting your data and respecting your privacy. We aim to be clear when we collect your data and not do anything you wouldn't reasonably expect with your data. We handle and process data in accordance with the EU GDPR, the UK GDPR, the Data Protection Act 2018 and Rockliffe Hall's Privacy Notice, a copy of which can be found on the Rockliffe Hall website www.rockliffehall.com/privacy-notice or from Member Services.

12. General

- 12.1 The invalidity or partial invalidity of any provision of these Rockliffe Hall Golf Membership Terms & Conditions shall not prejudice or affect the remainder of these Rockliffe Hall Golf Membership Terms & Conditions, which shall continue in full force and effect. If any invalid, unforeseeable or illegal provision of these Rockliffe Hall Golf Membership Terms & Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 12.2 The Contract constitutes the entire agreement between Rockliffe Hall and the Member.
- 12.3 Rockliffe Hall reserves the right to change these Rockliffe Hall Golf Membership Terms & Conditions from time to time and shall notify you of such changes if they materially affect your rights as a consumer. This notification shall be made via the notice boards in the Club House, on our website and via email.
- 12.4 Rockliffe Hall's failure to exercise, or delay in exercising any right, power or remedy provided in these Rockliffe Hall Golf Membership Terms

& Conditions or by law shall not constitute a waiver of that right, power or remedy.

- 12.5 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.
- 12.6 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 12.7 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and, where applicable, the R&A Rules dispute resolution provisions. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Signed by [NAME]

.....

for and on behalf of [NAME OF MEMBER]

Signed by [NAME]

.....

for and on behalf of ROCKLIFFE HALL LIMITED