

## **Terms & Conditions of Membership**

These terms form part of your membership agreement with us. Your membership agreement with us is made when your membership application form is completed by you and signed by us and consists of that form and these terms. These documents together form a legal agreement between us, so please make sure you carefully read these terms and the membership application form. These terms replace any previous versions and apply at all times and take priority over any spoken communication with us.

### **1. Interpretation**

- 1.1 "Club" is the club managed by the company as identified in the membership application form.
- 1.2 "Company" means Piperdam Golf & Leisure Resort Limited and is referred to as "we", "us", or "our" throughout these terms.
- 1.3 "Minimum term" is the period of membership set out in the Membership application form during which the membership agreement can not be terminated by the member. Membership will continue after the minimum term but can then be cancelled if required in accordance with clause 11.
- 1.4 "Manager" means the manager of the club.
- 1.5 "Membership Agreement" means the agreement between us and consisting of the membership application form and the terms as varied in accordance with section 17.
- 1.6 "Membership application form" means the application form completed by you for membership at our club.
- 1.7 "Premises" means the club, including the grounds, car parks and access roads.
- 1.8 "Terms" means these terms and conditions of membership.

### **2. Starting Your Membership**

- 2.1 The decision to accept your application shall be at our sole discretion and you shall not become a member until your membership application form has been signed on our behalf.
- 2.2 We have the right to refuse any application for membership or any request to change a membership. We reserve the right to verify or require proof of all information given in order to become a member. Any fraudulent or wrongful information given in order to obtain membership could result in the cancellation of your membership.
- 2.3 Your membership starts from the start date set out on your membership application form, provided you have paid the start up fee and admin fee.
- 2.4 With the exception of you cancelling your membership agreement during the cooling-off period (as set out in section 3) or if we agree to refund fees where you cancel due to a change in our terms in accordance with section 17, we will not refund the start up fee or

admin fee in any circumstances. You will also need to pay the monthly subscription payment for the minimum term.

### **3 Cooling off period**

3.1 You have the right to cancel your membership for any reason by sending or taking a written notice of cancellation, addressed to the manager of the club within fourteen days of joining (i.e. within 14 days of us confirming that we have signed your membership application form).

3.2 If you cancel during the cooling-off period we shall refund in full the start up fee, admin fee and any monthly subscription payments you have paid.

3.3 In no other circumstances will fees be refunded by us.

3.1 If you cancel during the cooling off period, we will refund you in the manner that you paid originally. If this was by cheque, this will be sent to the address you gave us on your membership application form.

### **4. Membership Cards**

When you join, we will give you a membership card which will require your photo ID to be taken and an electronic fob.

4.2 Your membership card and fob may only be used by you and any fraudulent use of the membership card and or fob will result in cancellation of your membership with no refund being made by us.

4.3 You must bring your membership card and fob with you each time you visit the club.

4.4 If you forget your card and or fob we will ask to see a second suitable form of photographic identification before we allow you to enter the club. 4.5 We may delay your access to the club to give us enough time to record your visit.

4.6 Lost membership cards and or fobs will be subject to a replacement charge. Details of this charge are available from the club.

4.7 The membership card and fob remains the property of the company and entitles you to all the rights and privileges exercisable by your category of membership.

4.8 You must return your membership card and fob to the club when you cancel your membership.

### **5. Limitation of liability**

5.1 By law we do not have to pay you any compensation for any service, facility or equipment not being available because of health and safety reasons or where it is for the benefit of your membership.

5.2 We will not pay you compensation if we have failed to carry out our duties due to: (a) a fault of your own.

(b) someone else not connected with providing our services under these terms; or

(c) events which we could not have known about beforehand even if we had taken all reasonable care.

5. We have the right to make changes to the type of facilities we provide, if we give you notice. We will not be liable for any loss or damage caused by these changes unless this loss or damage is caused by something we have done or failed to do or can not be avoided by law.

6. You bring all personal belongings to the club at your own risk. We accept no liability for loss or damage to property of members which is not caused by us or our employees.

7. You park your car on the premises at your own risk. We accept no liability for loss or damage to your car and its contents which is not caused by us or our employees.

8. Nothing in these terms and conditions will exclude or limit our liability for fraud or death or personal injury caused by our negligence.

9. Notwithstanding sections 5.1 to 5.5 above, if we are found to have any liability to you for loss or damage to property our liability to compensate you is limited to a reasonable amount, taking account of factors such as whether the damage was due to something we did or failed to do.

### **6. Physical Health of Member**

6.1 It is your responsibility to make sure that you are capable of doing the exercise provided by any programme you follow or any class you go to.

6.2 You should consult your doctor before you begin any programme or class if you are not sure whether or not it is suitable. If you have any concerns about your physical condition, you must seek medical advice before using our facilities.

6.3 Before using our gym you must first complete a health declaration. Whilst optional we also recommend a supervised gym introduction with one of our qualified fitness advisors.

6.4 We may refuse you access to our facilities if we consider the use of such facilities could put your health at risk.

### **7. TRANSFER OF TERMS**

7.1 We may transfer the benefit of your membership agreement to a third party on similar terms and conditions without notice to you. 7.2 You cannot transfer your membership to another person.

### **8. MEMBERSHIP CATEGORIES**

8.1 All categories of membership, whether or not mentioned in these terms shall be subject to the Membership Agreement and to the rules, bylaws and regulations of the club which are in force at the time. Details of each type of membership are available on request from the club.

8.2 You must be at least sixteen years of age to be a member, unless you are a junior member.

8.3 Joint and family memberships are available on condition that payment is made from one bank account. Family memberships are available for up to two adults and children under eighteen years old living at the same address.

8.4 In case of joint or family memberships signature of the Membership Application Form by one member shall constitute acceptance of these terms by all persons included in such membership and reference in these terms to "member" shall include all such persons.

#### **9. JOINING FEE AND MONTHLY MEMBERSHIP CHARGES**

9.1 When you join you will need to pay us the payments set out in this section. The amount you pay depends on your type of membership, as detailed in the Membership Application Form.

9.2 All members shall pay an initial joining fee for the sum specified in your membership agreement which shall become payable immediately upon us signing the Membership Application Form.

9.3 During your membership, you must pay for your membership fees whether you use the facilities and services or not.

9.4 You must pay a month in advance on the day you join the club, unless stated otherwise.

9.5 We take your monthly payments by charging your debit card on the date set out in the Membership Application Form, and you will pay in advance for the following month.

9.6 We reserve the right to increase membership fees at the end of the minimum term subject to us giving 10 days notice. If you are unhappy with the changes you may cancel your membership notwithstanding the section 11 of these terms.

#### **10. IF YOUR PAYMENTS FAIL**

10.1 This section is about what will happen if you have not paid your monthly subscription payment for one of the reasons set out on below:

10.1.1 The card details you gave us were wrong or have expired.

10.1.2 There are not enough funds in your bank account.

10.1.3 You have cancelled the card without giving us the notice we need as set out in section 11

10.2 Once the Cooling-off period has expired whilst you continue to owe us a monthly subscription payment you will not be allowed to enter the club and we may cancel your subscription.

10.3 We have the right to start procedures to collect any outstanding monthly subscription payments at any time.

IF THE DEBIT CARD DETAILS YOU GAVE US WERE WRONG OR YOU HAVE CANCELLED YOUR DEBIT CARD WITHOUT GIVING US THE NOTICE WE SET OUT IN SECTION 11 we will ask you to make the payment by cash, cheque, a different debit or credit card and for you to give us your correct details. IF THERE ARE NOT ENOUGH FUNDS IN

YOUR ACCOUNT we may try again to withdraw the monthly subscription payment by debit card, but if we still cannot collect payment by debit card we will ask you to make payment by cash, cheque or another debit or credit card and for you to give us your correct details.

If in any of these circumstances we cannot collect payment we may cancel your membership straight away.

#### **11. CANCELLING YOUR MEMBERSHIP**

11.1 You are able to cancel your membership during your cooling-off period. Refer to 3.1 for details.

11.2 Once the Cooling off period has expired you cannot cancel your membership during your minimum term.

11.3 You can cancel your membership any time after your minimum term. If you are a member who pays for your membership annually, your cancellation request should be submitted at least 15 days before the next payment collection to allow sufficient time to process your request. We do not issue refunds, so your cancellation date will be set as the day that your next annual payment is due.

11.3.1 If you are a member who pays for your membership monthly, you can cancel your membership any time after your minimum term, subject to giving 2 months' notice in writing. Your cancellation day will then be the next payment collection date after expiry of the 2 month notice period, provided that you have returned your membership card and fob in accordance with clause 4.8 above.

11.3.2 It is your responsibility to make sure that we have received your written notice of cancellation.

11.3.3 In order to cancel your membership please send a letter addressed to the manager (we recommend by Recorded Delivery) or by e-mail to [piperdamguestservices@awayresorts.co.uk](mailto:piperdamguestservices@awayresorts.co.uk) for the attention of the Leisure Manager, stating your full name and address.

11.3.4 On receipt of your membership cancellation notification we will cancel your membership and notify you in writing and confirm the expiry date of your membership.

11.4 You may also cancel your membership at any time on 30 days notice in writing if (i) we significantly reduce the facilities or opening hours of the club (ii) we close the club for refurbishment for a period of more than 4 weeks at a time. If you cancel your membership (in accordance with the terms stated above) we will refund any part of your membership charges which you have paid in advance but which relate to a period after cancellation.

#### **12. SUSPENDING YOUR MEMBERSHIP**

12.1 You may at the discretion of the Manager suspend your membership for a period of one full calendar month and a maximum of six full calendar months within any twelve month period once you have completed your minimum term.

12.2 An administration fee that you will be notified of by us will be payable for each month membership is suspended, payment being made by way of a monthly debit card or as otherwise indicated by us.

12.3 You must apply in writing to the Leisure manager if you want to suspend your membership. We will decide whether to allow the membership suspension. We will advise you when your suspension will start and finish and the changes to your payments. Membership suspensions are for a minimum of 30 days.

12.4 Suspending your membership is not the same as cancelling your membership. To cancel, you still have to follow the procedure in section

12.5 You will need to tell us when you plan to return to the club when you write to ask us to suspend your membership, but you may end your suspension earlier than this date if you let us know in writing. We will automatically reactivate your membership on the return date provided unless you have cancelled your membership in line with section 11 or returned before your return date.

12.6 You will not be allowed to use any of the club facilities while your membership is suspended unless you pay the standard non-member rate.

**13. EXPULSION OF MEMBERS OR TERMINATION OF MEMBERSHIP BY US** 13.1 We may expel you from the club and/ or end your membership with notice if at any time;

13.1.1 you break the conditions of your membership agreement;

13.1.2 you do not comply with the rules and regulations of the club. Club rules and regulations are displayed at the premises. We may change the club rules and regulations at any time.

13.1.3 you allow another person to use your membership card / fob to get into the club (this section will not apply if you have told us your card and/or fob has been stolen).

13.1.4 you fail to pay us, the joining fee, before your first card payment is due.

13.1.5 your conduct, whether or not such contract is the subject of a complaint by another member or group of members, is such that in our opinion, it may be injurious to the character, name or interests of the club or is such that it makes you unfit to associate with other members of the club.

13.1.6 any part of your monthly subscription which is due and payable remains unpaid thirty days after the due date for payment. 13.2 In the event that we terminate your membership pursuant to clause 13.1 we will not refund the joining fee or payments received. You will remain responsible for paying the monthly subscription payments for the minimum term.

13.3 We may end your membership for any reason by giving you one full calendar month's written notice to cancel it. In these

circumstances you will not have to pay any additional subscriptions and we will refund any subscriptions you have paid in advance for the period after cancellation. 13.4 Lapses in your monthly subscription fee may incur a new joining fee. 13.5 On termination of your membership, you shall return your membership card and fob immediately.

#### **14. HOURS OF OPENING**

14.1 The club's normal hours of operation and the hours in which any facilities within the club are available for use are available from the club on request. Such hours may be lengthened or shortened at our discretion with or without prior notice being given to you.

14.2 On occasions the club may be closed, or withdraw facilities for certain periods of time to carry out cleaning, repairs, alterations, maintenance, security work or for any other reason beyond our or the club's control without giving you notice. In addition, we may at times set aside facilities for tournaments or other social activities without giving you notice. You will not be entitled to a refund if the club is closed in accordance with this section.

14.3 We reserve the right to make reasonable alterations to the type of facilities provided without notice.

14.4 We will endeavour to give you reasonable notice of such closures or alterations by displaying them at the club.

#### **15. EVENTS BEYOND OUR REASONABLE CONTROL**

15.1 If we are not able to provide all the services and facilities at your club for 60 days in a row or for longer for "reasons or events outside of our reasonable control", either you or us will be entitled to cancel your membership immediately after giving notice in writing. By law we do not have to pay you compensation in these circumstances and during this period.

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

#### **16. CHANGES TO TERMS**

16.1 We may change these terms at any time.

16.2 When we do make changes that affect you, we will give you reasonable notice of the changes that we plan to make. If you are not happy with the changes you may cancel your membership notwithstanding section 11 of these terms.

#### **17. UPDATING YOUR CONTACT DETAILS**

17.1 It is your responsibility to make sure that the club has your most up to date contact information; this includes postal address, email

address and phone numbers.

#### **18. THIRD PARTY RIGHTS**

18.1 The parties do not intend that any of these terms of the Membership agreement will be enforceable by virtue of the Contracts (rights of Third Parties) Act 1999 by any person that is not a party to it.

#### **19. GOVERNING LAW AND JURISDICTION OF THE COURTS**

19.1 Your membership is governed by the laws of Scotland and any disputes will be dealt with in the Scottish Courts.

#### **20. PRIVACY AND DATA PROTECTION POLICY**

Piperdam Golf & Leisure Resort Limited treats the protection of personal data carefully. We will use your personal data for the purposes of administering membership (including collecting membership fees and other sums due to us), vetting people for membership, access control, providing you with services such as maintaining training, fitness, health and diet records, providing you with marketing information and internal administration such as training, detection and prevention of crime (for which we do have CCTV monitoring in certain places). We store your personal Data in a secure manner and within the UK. Where the information is sensitive (for example, health and medical details) we take extra care of this information and will not pass it on to any other parties. Other information, we may pass to contracting parties of ours, other relevant business and successor businesses. We will keep your personal data for 6 years from expiry of your membership. You have the right to access the information we hold about you. To do this you must contact the Data Protection Officer. For more information on this right, and more details of how we use and process your personal data please see our Privacy Policy at [Privacy Policy | Away Resorts](#).