

# Feldon Valley Terms & Conditions - Golf

## Golf Course

Feldon Valley has a Golf Course on site and any walking on the property must follow the route of the Public footpath. The Golf Course is a potentially dangerous place and there is a risk of being hit by a golf ball if care and attention are not given – Felton Valley (UK) Ltd and Felton Valley CIC do not take any responsibility for any injury, accident or death on the golf course.

Hotel guests must not walk on the golf course unless on a public footpath and you must always take suitable precaution.

Greens should never be walked on by people not playing that hole.

## Golf at Felton Valley

### Payment

To book a tee time on-line you will have to enter your credit or debit card details using our secure on-line payment process. When you turn up arrive for your round of golf, you should report to the Golf Shop before beginning your round and produce your proof of payment for the number of players booked. If the Golf Shop is closed, please go upstairs to the bar in the Clubhouse where you will need to show your proof of payment and collect your scorecard(s).

### Cancellation Policy

You may cancel your booking by contacting the Club Felton Valley by email and advising the details together with your unique reference number. If you cancel your booking more than 2 days before your date of play, there will be no charge made to your credit/debit card.

To obtain a refund, please email [tom@feltonvalley.co.uk](mailto:tom@feltonvalley.co.uk). If you cancel your booking less than 2 days in advance, we reserve the right to make a charge of 50% of the green fee to your credit/debit card.

### Failure to Cancel Your Booking

If you fail to cancel your booking we reserve the right to charge 100% of the green fee to your credit/debit card. Failure to do so will mean any future bookings will be stopped.

### Course Closed

If you are unable to play your round of golf due to the course being closed (e.g. bad weather), no charge will be made to your credit-card/debit-card

### Booking Transferable

The booking is completely transferable. Therefore, and should you be unable to make your tee time, you can offer the tee time to someone else such as a family member or friend. All golfers must make themselves aware of the club's code of conduct before play, details of which are below and also posted in the clubhouse.

### Handicaps

This facility is only available to golfers who have a handicap Index of 54 or less. If you don't have a handicap, you must be able to play to an equivalent standard.

### Dress Code

Normal EGU dress code applies. The following are therefore not permitted: denims, non-tailored shorts or football/rugby top.

### Spikes

Spikes may be worn but not in restaurant and bar.

### Car Park

All cars are parked at the owner's risk and Feldon Valley (UK) Ltd and Feldon Valley CIC take no responsibility for any loss or damage.

## Buggies

Buggies should only be taken once arrangements have been made with the Golf Shop and payment made. You must be 17 years of age or over to hire a buggy.

Visitors must fill out the Golf Buggy Hire Agreement Form in the Golf Shop prior to their round. The hirer will be personally responsible for any and all costs or claims arising from damage to the buggy or other people's belongings, including cars in the car park, any injury to third party, and injury to other passengers on the buggy.

The Hirer must not be disqualified from driving.

Feldon Valley will not accept responsibility or liability for any injury or damage sustained or caused by the driver during the period of hire.

Members of Feldon Valley must adhere to the rules above however they are not required to fill out the hire agreement form, as they agree to the above in the terms and conditions of been a member of Feldon Valley.

All buggies must be returned in a good condition and any damage reported immediately. Feldon Valley reserve the right to charge any costs for repair to the person responsible.

## Loss or Damage to Possessions

Feldon Valley take no responsibility for any private possessions lost or damaged during your time at Feldon Valley. We urge you to ensure you take everything with you before you leave the changing rooms and lock your car prior to playing.

## Showers

Feldon Valley provides showers and changing facilities for all members and guests, and we commit to delivering a safe environment that is cleaned on a regular basis. Should you have any allergies we strongly advise you to inform a member of staff and take no responsibility for any reaction to soap, shampoo, conditioner, or creams provided. We urge all guests and members to take great care on wet surfaces.

## Insurance

It is the responsibility of every golfer playing at Feldon Valley to have sufficient personal insurance to cover any loss, claim or injury.

## Your personal information

We will collect your personal information for our marketing purposes and hopefully, you will accept the information we provide. We will not share, sell or distribute your personal data with unrelated third parties. Should you wish to unsubscribe you may do so at any time by just sending an email to [tom@feldonvalley.co.uk](mailto:tom@feldonvalley.co.uk). Our Privacy Policy is available on our website at [www.feldonvalley.co.uk](http://www.feldonvalley.co.uk).

## Golf Club Membership Terms & Conditions

### 1. General

- a. The aim of these Terms & Conditions is to provide clarity regarding Membership to Feldon Valley Golf Club and to help our valued members understand benefit, obligations and restrictions during their time with us.
- b. These Terms & Conditions are updated from time to time and are displayed on our website at all times. Any changes to these T&Cs will be communicated to all members at that time.

### 2. Definitions

- a. You, the Member – all the people named over the page.
- b. The Company/Club – Feldon Valley (UK) Ltd, Feldon Valley Golf Club.
- c. Your Renewal comprises of a renewal form and invoice including these Terms and Conditions of membership.

### 3. Applications & Joining Process

- a. Membership application Forms (including payment terms) must be properly completed. No application will be accepted until clearance of funds and/ or the appropriate Direct Debit form is completed. Acceptance to membership shall be the sole discretion of Feldon Valley(UK)Ltd.

#### 4. Membership Period

- a. The Feldon Valley membership year runs from the 1st May to 30th April. Anyone taking out a membership of Feldon Valley is agreeing to pay for their membership up to the end of that membership year. Failure to pay will prevent access to the Golf Course and may result in legal action to recover unpaid membership fees including any legal costs incurred by Feldon Valley (UK) Ltd.

#### 5. Fees – Membership & Green Fees

- a. Membership subscription fees will be published on our website [www.feldonvalley.co.uk](http://www.feldonvalley.co.uk)
- b. Annual subscription renewals will be invoiced 30 days prior to the end of the membership year. Failure to pay by the due date will result in the termination of your membership of Feldon Valley Golf Club.
- c. Should someone join between May 1st and June 30th the full annual subs will be due despite the shorter period of Membership.
- d. From July 1st a pro rata charge will be applied for the membership with the member paying from the date of joining until the end of the Membership Year.
- e. Membership subscriptions can be paid either by credit/debit card, BACS or monthly by direct debit. Direct Debit payments will incur a one-off administration service charge. Members wishing to pay by D/D will be required to pay the first month's membership upfront, along with the union fee and any service charge. D/D's will cease at the end of the membership year and will need to be re-instated at the beginning of the following membership year.
- f. Every member of Feldon Valley will be liable for the Bucks Berks and Oxon Golf Association annual fee. These fees will be displayed on the club website. Feldon Valley acts as collector of this fee and passes it on to the BB&O.
- g. As a member of Feldon Valley Golf Club every member pays the English Golf union fee which provides you with £10m worth of personal liability insurance. Should you be involved in any incident that could lead to a claim you should refer directly to the terms of this insurance for details. Visit their website for more information:  
<https://www.Englandgolf.org/member-personal-liability-insurance>

#### 6. Missed Payments & Arrears

- a. If a member defaults on a Direct Debit payment, an administration charge will be applied for each month that a D/D fails to be paid to Feldon Valley (UK) Ltd.
- b. Feldon Valley (UK) Ltd reserves the right to use a debt collection agency to collect outstanding balances owed to them.
- c. Debt outstanding for over 30 days may be referred to a debt collection agency. A charge will be applied to the outstanding balance to cover the debt collection charges.

#### 7. Termination of Membership

- a. Membership to Feldon Valley Golf Club will automatically end on the final day of the Membership Year – April 30th. Should a member wish to renew their membership a new application will be set up and the Golf Team will assist and communicate accordingly.
- b. Feldon Valley (UK) Ltd reserves the right to cancel or suspend membership at any time in the following circumstances:
  - i. If a Member commits a serious or repeated breach of our Terms and Conditions or the Club Rules and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice. No refund will be due to the member if the membership is ended in this way.
  - ii. If any part of a membership fee due by a Member is not paid (by way of cleared funds) or on before its due date.

- iii. If a Member provides us with details which the Member knows to be false when applying for membership and the false declaration would have reasonably affected our decision to grant membership to that Member. If Feldon Valley (UK) Ltd terminates this Agreement for any of the above reasons, Feldon Valley (UK) Ltd reserves the right to retain all monies that a Member has paid under his Agreement.
  - iv. Notice of early termination or suspension of membership will be provided in writing from Feldon Valley (UK) Ltd.
- c. Should a membership be cancelled due to a breach of Feldon Valley (UK) Ltd terms and conditions of membership, the Member will have a right to appeal within 14 days of receiving notice.
- d. Once Membership is terminated, the member will have 12 months to use any money on their Feldon Valley Bar Card. After this point, the credit will be removed. Any credit must be used at Feldon Valley and this is not refundable or transferable.

## 8. Changing Membership Category

- a. Members can upgrade their membership category during the membership year. A pro-rata payment for the change in category will be charged. Membership cannot be downgraded during the membership year, however upon renewal the member can downgrade their membership.

## 9. Guests

- a. Members wishing to introduce guests must observe the relevant Club Rules and Feldon Valley (UK) Ltd reserves the right to refuse entry to guests, including, but not limited to former Members whose Membership has been terminated by the Company.
- b. Guests must pay the appropriate green fee prior to playing golf. For the duration of permitted use of the Club, guests must observe these Terms and Conditions, including the "Disclaimer" and "Health and Safety" conditions as though they were fully paid Members. Guests must be accompanied on the course by the Member introducing them.
- c. Members can introduce an unlimited number of guests in their membership year, however there is a limit of 3 guests per day, all of whom must play in the same group as the member.

## 10. Club Rules

- a. These terms and conditions, along with the contract, form the principle agreement between you and Feldon Valley(UK)Ltd. In signing the Terms and Conditions, the Member is expected to understand and comply with the Club Rules. The Company may sometimes need to make changes to the Club Rules and if we do this we will communicate this via Memcom and, where reasonably possible, display notices in the Club notifying you of the change at least 45 days beforehand.

## 11. Health and Safety

- a. Feldon Valley (UK) Ltd will endeavour to take due care to provide a safe environment for Members. As part of membership, Members are expected to abide by notices, signs and information provided for their safety and the safety of others.
- b. Fire exits, which are clearly marked, are in the interest of public safety and in the event of fire and/ or on hearing the fire alarm, Members and guests are asked to make their way in an orderly fashion to the nearest available safe exit.
- c. Signage and cordoned off areas on the course must be respected at all times.
- d. Greenkeepers should always have right of way on the course. Members and Visitors must wait for the Greenkeeper to move out of the way before taking their shot.
- e. As a member of Feldon Valley Golf Club every member pays the English Golf union fee which provides you with £10m worth of personal liability insurance. Should you be involved in any incident that could lead to a claim you should refer directly to the terms of this insurance for details.

## 12. Members Code of Conduct

- a. Feldon Valley (UK) Ltd reserves the right to restrict and/ or prevent entry of Members and guests and/or to terminate membership by reason of breach of our Terms and Conditions. Members and guests must at all times comply with the Club Rules including but not limited to the following points:
  - i. Be suitably attired having regard to the occasion and/or intended use of facilities/premises;
  - ii. Demonstrate good order and behaviour to each other and to the staff. The use of abusive and/ or profane language and the threat of, or use of, violence will not be tolerated.
  - iii. Comply with these Terms and Conditions including those headed "Health and Safety"
- b. The Company reserves the right to require any Member to make good any damage or destruction of the premises or facilities caused by the Member's negligence, default, or wrongful act.

### 13. Loss of Playing Time

- a. Loss of playing time due to weather will not be compensated and should be viewed as a force majeure that Feldon Valley (UK) Ltd has no control over. Feldon Valley (UK) Ltd does commit to taking all available steps to open the Golf Course, but will not do so if the conditions pose a risk to the players or if allowing play will damage the course beyond reasonable expectations.
- b. There is no automatic compensation for days or time lost due to pandemics, nationwide restrictions imposed upon Feldon Valley or any other scenario by which the Golf Club is forced to close due to external circumstances.
- c. Feldon Valley will close for course maintenance on certain times each year and although we will always endeavour to open at least part of the course, on certain days we will close the course for critical maintenance work. On these days there will be no access at all, and we will communicate this with at least 1 week notice wherever possible.
- d. The Golf Club will not be staffed on Christmas Day, but Members will be permitted to play. We urge you to inform someone of your activity as you will not have any support on site on this day.

### 14. The Clubhouse & Property

1. All members have access to use the Locker Rooms when playing golf and lockers can be used without charge as long as personal belongings are removed after playing golf.
  - i. Lockers can be rented for the duration of the membership year and keys then do not need to be returned or left on site.
  - ii. These lockers are only to be used for storing personal items related to activity at the Club and must not pose a risk to the property or others and must not breach any laws.
2. Membership to Feldon Valley Golf Club does not provide access to the Fitness Suite, but this can be added as an extra. Golf Members are very welcome to join organised classes without joining the Fitness Suite.
3. Membership to Feldon Valley Golf Club does not guarantee access to the Bar or Restaurant and this is totally dependent on availability. Should a member wish to eat with us we would always encourage to book a table to avoid disappointment.
4. Golf Members are very welcome at the Hotel Bar if there is seating available.

### 15. Loss, Injury or Death

1. Personal Effects
  - i. Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us. Members and the guests of any Members are otherwise responsible for their personal possessions, equipment and vehicles (and their contents) parked in the car park and are advised not to bring valuable possessions onto the premises.
2. Disclaimer – The Company will use its reasonable endeavours to ensure that all facilities are maintained in full working order and the Company will compensate the Member for any loss or damage which the Member may suffer if the Company fails to carry out its obligations under this Agreement or to a reasonable standard or breaches any duties imposed on the Company by law (including if the Company causes the death or personal injury to the Member by the Company's negligence) unless that failure is attributed to: i) the Member's misuse of the facilities; ii) the Member's disregard or breach of health and safety rules and procedures of the premises or breach of this Agreement; iii) a type or level of exercise/use which is not suited to the Member's physical limitations or otherwise aggravates ailments, disability or life-threatening conditions; iv) other circumstances attributable to the Member's own fault; v) a third party unconnected with our provision of services under this Agreement; vi) events which neither we nor our suppliers could have foreseen or forestalled even if we had taken all reasonable care. Members must seek medical advice as necessary to ensure that the intended exercise/use will not adversely affect the Member's health and physical condition. The Company will not accept any responsibility or liability for injury, disablement, or loss of life where this is caused by the circumstances above. Each Member accepts Membership on the condition

that it is the Member's responsibility to obtain proper medical advice at all times with regard to any exercise intended to be carried out at the premises. Each Member undertakes to keep the Company and its staff free and harmless from liability which arises as a result of breach of this condition.