

Club Rules

These are the Club Rules referred to in the Membership Terms, current as of the version date set out below. Defined terms in these Club Rules share the same meaning as in the Membership Terms. Any changes to these Club Rules will be made in accordance with the Membership Terms.

1. CHILDREN & JUNIORS

- (a) Children under 16 must be supervised by a member aged 18 or over at all times while on Club premises.
- (b) All children under the age of 16 & non-swimmers must be supervised by a responsible adult at all times in the pool and pool area.
- (c) Children under the age of 16 are not allowed to use the gymnasium. Children aged between 16 and 18 may use the gymnasium provided that they follow an exercise programme approved by the Club management.
- (d) Children under the age of 16 are not allowed to use the spa, sauna or steam room.
- (e) In accordance with the Chartered Institute of the Management of Sports and Physical Activity (CIMSPA) Guidelines and Forest of Arden Hotel & Country Club Risk Assessments, we enforce the following policy.
 - (f.1) 1 adult in the pool per child below the age of 5 years
 - (f.2) 1 adult in the pool for 2 children from ages of 5-7 years.
 - (f.3) For none /weak swimmers of all ages, an adult must be in the pool supervising the child/children at all times.
- (f) Children under the age of 18 are not permitted to use the solarium.
- (g) Children aged 8 or over are not permitted to use changing rooms for persons of the opposite sex. They must make use of either the appropriate sex facility or, where available, the family changing rooms.
- (h) We will not serve anyone under the age of 18 at the bar. We do not allow children under the age of 18 to play in the lounge and bar area or to use the adult gaming machines.
- (i) Separate regulations apply to junior golf members and will be displayed on the Club notice board. In the

event of any conflict between those regulations and these Club Rules, the Club Rules shall apply.

2. FACILITIES

- (a) All Members and their guests must undertake an induction in the safe use of equipment prior to using the gymnasium. You can make an appointment to be given such an induction by contacting the Club reception.
- (B) All Golf Members to confirm that they have a basic understanding of the game of golf, its rules and etiquette. This includes playing the game safely and always considering others safety and their own, whilst playing the courses.
- (c) You should not take part in any physical activity that you may not be fit for. You are responsible for monitoring your own condition during physical activities. We will not be responsible for any harm you suffer as a result of taking part in any activity unless it is caused by our negligence or our failure to take reasonable care.
- (d) You are not permitted to take into the pool area any electrical equipment, glass objects, inflatables (apart from swimming aids) or other items, which we consider detrimental to the use of the pool.
- (e) For health and hygiene reasons you must shower at the Club before entering the pool, spa, steam room or sauna.
- (f) You must obey any instructions given by lifeguards or duty management.
- (h) We may restrict use of the pool at certain times to allow swimming lessons, adult only sessions or other activities to take place. Whenever possible, these times will be publicised 30 days in advance at Club reception and on Club notice boards.

3. GOLF

- (a) Organisation of the Club's social and sporting affairs relating to the golf club may, subject to our approval, be managed by one or more committees of Members which may have a constitution or rule book separate from but subject to the Club Rules. Golf Members must agree to be bound by each such constitution and rule book as may apply to them. In the event of any inconsistency between any such constitution or, as the case may be, rule book and the Club Rules, the Club Rules shall apply. We will give you 35 days' notice of any changes to the golf rules, constitution or rule book.

4. MISCELLANEOUS

(a) Members and guests are asked to wear a form of dress appropriate to the time of day and place on all occasions.

(b) No crockery, glass or foods are allowed in the changing rooms, fitness or swimming areas, or designated areas in the interest of health and safety and hygiene.

(c) No pets will be allowed in the Club buildings or grounds with the exception of registered assistance dogs.

(d) Entry to the Club is only permitted at the Club reception entrance. Fire exits, which are clearly marked, are there in the interests of public safety and, in the event of a fire, Members and guests are asked to make their way in an orderly fashion to the nearest available exit.

(e) Lockers are provided on a daily basis unless other arrangements are made with the Club. Where such arrangements are not in place, we can remove the contents from any locker used overnight. You can claim the contents we have removed from Club reception for up to 6 weeks after we have removed them. After this time, we will not be responsible for any contents we remove from the lockers and such contents will be given to charity.

(f) If you find lost property, you must hand it into the Club reception. You can pick up lost property from Club reception. We will hold items for 3 months only before disposing of them.

Terms and Conditions of Membership

1. DEFINITIONS

Terms used in these Membership Terms: -

"Club Rules" means the rules applicable to the Club from time to time, a copy of which is available from the Club and will be emailed to you once you have signed up.

"Golf Facilities" means the golf course(s) and other facilities pertaining the playing of golf at the Club.

"Golf Member" means a person who is entitled to use Golf Facilities at the Club.

"Leisure Member" means a person who is entitled to use all the facilities at the Club except Golf Facilities.

"Member" means a person who is a Golf Member or a Leisure Member.

"Membership Terms" means these terms and conditions of membership and all other rules and regulations made by us.

"we", "us" or "our" means Forest of Arden Hotel & Country Club

"you" means the person named on the application form as the Member and any joint or family members.

2. GENERAL

(a) These Membership Terms govern the relationship between you and us for the duration of your membership at the Club, which shall commence on your acceptance of these Membership Terms.

(b) Details of all current rates and subscriptions referred to in these Membership Terms are available from the Club reception.

(c) Unless otherwise indicated, all notices shall be given in writing by us to you at the address notified to us by you.

(d) All notices to be given by you to us must be in writing. We recommend that all notices are sent by recorded delivery, but we will accept notice in writing sent by email to such email address as we may advise you of from time to time. Notices should not be personally delivered to the reception at the Club.

(e) We may from time to time use third parties to help us with membership administration and they may contact you on our behalf. We may also require you to contact them in relation to the administration of your

membership. As of January 2024, we are using Harlands Services Limited to assist with membership.

administration (2nd Floor Rockwood House, 9-17 Perrymount Road, Haywards Heath, RH16 3TW. Reg. in England No. 2982925 VAT Reg. No. GB 799711370).

Where reference is made in these Membership Terms to you contacting us, you should contact the Harlands' helpline on 01444 226190 or email forestofarden@harlandsgroup.co.uk unless stated otherwise. If the identity of any third party with whom we work changes and/or their contact details change, we shall provide updated details and will confirm the change to you by email or letter.

(f) We may amend these Membership Terms and/or the Club Rules at any time by giving you at least 35 days written notice.

3. MEMBERSHIP

(a) Membership of the Club is subject to these Membership Terms. Members must abide by the Club Rules in effect.

(b) Membership is divided into the following categories which allow use of the facilities indicated (subject to any unavailability of facilities in accordance with clause 9): -

Full Golf and Leisure Membership:

This entitles you to use all the Club facilities, including Golf Facilities every day of the week including weekends and public and bank holidays.

Five Day Golf and Leisure Membership:

This entitles you to use all the Club facilities including Golf Facilities from Monday to Friday, and all facilities excluding Golf Facilities at weekends and public and bank holidays.

Local Corporate Golf 5- and 7-Day Membership

5 Day corporate membership entitles you to play one four ball per day Monday to Friday.

7 Day corporate membership entitles you to play one four ball per day Monday to Sunday. Both Corporate memberships exclude use of the leisure facilities.

Full Leisure Membership:

This entitles you to use all the Club facilities except Golf Facilities every day of the week including weekends and public and bank holidays.

Five Day Leisure Membership:

This entitles you to use all the Club facilities excluding Golf Facilities from Monday to Friday but does not entitle you to use the Club facilities at weekends or on public or bank holidays.

Off Peak Membership:

A rate for off peak usage is generally available. Please enquire at reception or the administration office.

Junior Membership and Junior Golf Membership:

Details are available from the Club.

The rules governing children can be found in the Children & Juniors section of the Club Rules and are applicable to all children including those holding junior memberships or junior golf memberships.

(c) Full details of each membership are set out in literature available from Club reception. From time to time, we may offer promotional and short-term memberships, details of which will be available from the Club reception and on Club notice boards. We will give you 35 days' notice of any addition or amendment to the categories of membership other than promotional or short-term memberships.

(d) You will be provided with a membership card which will remain our property and upon termination of membership the card will be returnable to us on demand. You must carry your card when visiting the Club and show it to the Club reception or a member of the Club management when asked to do so. Membership cards are in no circumstances transferable, and their loss should be reported immediately to the Club reception. Misuse of membership cards can result in termination of your membership in accordance with clause 5.

(e) Golf Members must comply with the provisions of clause 13(a) in relation to insurance.

4. FEES AND SUBSCRIPTIONS

(a) You must pay a membership subscription throughout the period of your membership of the Club. This can be paid in a variety of ways as set out in this clause 4.

(b) You must also pay a joining fee at the time of application for membership at the current rate. The joining fee becomes payable immediately upon your acceptance of these Membership Terms, the point at which your membership will commence.

(c) You may pay your subscription monthly in advance by direct debit. The first payment shall become due and payable on the date on which your application is accepted (pro-rated in accordance with the number of days remaining in that month). All subsequent direct debit payments will then be taken on the first day of each following month until or unless we offer an ability to change the payment date.

(d) You may upon joining pay the first payment via debit or credit card (pro-rated in

accordance with the number of days remaining in that month) and then future payments via direct debit. Your direct debit will start on the first day of the month following the date of joining. All subsequent direct debit payments will then be taken on the first day of each month until or unless we offer an ability to change the payment date.

(e) You may pay your subscription annually in advance. For administrative purposes our payment year for members who make a single payment in advance currently runs from 1st March to the last day of February each year. If you decide to pay your subscription in advance your first payment will be due on the date your application is accepted and pro-rated in accordance with the number of days remaining until the start of the next payment year. After that, payment will be due on 1st March each year. We will notify you in writing if we change our arrangements such that your payment year runs from the date upon which you become a Member or renew your membership.

(f) We may vary the subscription rate with effect from 1st March in each year and will notify you of such change not less than 30 days prior to any variation.

(g) If you elect to pay your subscription annually and your payment has not been received by 1st March we will write to or telephone you are requesting your payment. If your payment has not been received within 30 days of 1st March and you have not given notice to terminate in accordance with clause 6, we may by written notice immediately terminate your membership. You may then be charged for the 30-day notice period you should have given prior to termination in accordance with clause 6(a).

(h) You must keep us up to date with any changes to your bank details.

(i) If the bank returns a failed direct debit payment on your account, you will be notified about this failure and the reason for this. A £25 administration fee will be payable by direct debit or card payment for the failed

payment. We will try to take a further payment from your account again. If this payment is also returned, we may by written notice immediately terminate your membership. You may then be charged a further monthly subscription for the 30-day notice period you should have been given prior to termination.

(j) If you pay by direct debit, your membership will continue and will automatically renew for a further month on collection of your direct debit payment in accordance with clause 4(c). You may prevent the automatic renewal of your membership by letting us and any third party (Harlands) know that you want to end your membership in accordance with clause 6.

(k) We may refer any returned or missed payments to an external collection agency and supply them with all information about you that is necessary for them to recover any money which you owe to us.

(l) We may pass on information about you in accordance with our privacy policy to third parties for the effective administration of your membership, including for the collection of payments and the setting up of monthly direct debits.

(m) Cancelling your direct debit, failing to make an annual payment or failing to use the facilities at the Club does not mean you have given us notice to end your membership. Your contract with us will continue and as set out in clause 6, you must give us 30 days' notice to terminate.

5. CANCELLATION FOR ONLINE SIGN UPS

(a) If in becoming a Member you sign up and accept these Membership Terms online and not in the Club, the provisions of this clause 5 shall apply.

(b) By accepting these Membership Terms, you expressly request that your ability to use the facilities at the Club will begin as soon as you become a member.

(c) Subject to the provisions of clause 5(e), you have a right to cancel your membership for any reason within 14 days after the day on which you accepted these Membership Terms, by giving notice to the Club in accordance with clause

2(d). You may use, but by no means are you obliged to use, the cancellation forms available from our website to make such notification.

(d) If you cancel your membership in accordance with clause 5(c), we will refund your joining fee and any other fees already paid using the same means of payment as was used for the original transaction.

(e) If you have used any facilities at the Club within the 14-day statutory cancellation period, and then you choose to use your right to cancel, you must pay for the use of those facilities. In such circumstances, we will reduce the fee refunded by a prorated amount equal to the number of days from commencement of the membership to cancellation.

6. TERMINATION

(a) You may end your membership at any time by giving us 30 days' notice in accordance with clause 2(d) using the contact details referred to in clause 2(e). We will confirm we have received the notice and the date you want to end your membership within 10 days of receiving it. If you do not receive confirmation within 10 days, you must immediately let us know using the contact details referred to in clause 2(e).

(b) It is your responsibility to make sure that we have received your notice. We only accept proof of recorded delivery as proof of posting. For notice given by email we will accept an email or fax receipt as proof of sending.

(c) If you wish to rejoin the Club after ending your membership you will have to pay a joining fee in accordance with clause 4(b).

(d) We may end your membership if:

i) you seriously or repeatedly break these Membership Terms, or the Club Rules and you do not or cannot put it right within 7 days of us writing to you

about it; or

ii) you lend your membership card to another person; or

iii) you or your guests use rude or abusive language or threaten or use violent behaviour at Forest of Arden Hotel & Country Club, including but not limited to inappropriate action towards any member of our staff or act in a way which disturbs the enjoyment of the Club by other Members or is likely to endanger the good reputation of the Club; or

iv) we give you 30 days' notice.

(e) If we end your membership in accordance with this clause 6, we will in our notice explain our reasons for terminating your membership.

(f) If we end your membership in accordance with clause 6(d)(i)-(iii) we will not grant future applications for membership at Forest of Arden Hotel & Country Club, and you will not be allowed to enter the property.

(g) If we or you end your membership, we will refund any membership subscription you have paid us for the period after ending your membership.

(h) You are not entitled to enter the Club if your membership has ended.

(k) If we decide to permanently close the Club, we will write to you at least 30 days before the date of closure. We will refund any membership subscription you have paid for the period after we close.

7. SUSPENDING YOUR MEMBERSHIP

(a) You can suspend your membership for medical reasons for a period of between 3 and 12 months by giving us 30 days' written notice in accordance with clause 2(d) using the contact details referred to in clause 2(e), notification of the date you expect to return and a letter from your doctor confirming that for medical reasons you are unable to use the facilities of the Club.

We will acknowledge your letter or email within 10 days and the suspension will start from the first day following the end of the 30-day notice period.

(b) If your membership is suspended for more than 3 months, then at the end of each 3-month period we may require you to provide us with a further letter from your doctor confirming that for medical reasons you continue to be unable to use the facilities of the Club. If you do not provide such evidence within 30 days of being requested to do so, we will end the suspension of your membership. You will then revert to your normal category of membership and be liable to pay subscriptions.

(c) We may, in exceptional circumstances; grant membership suspensions for reasons other than those set out in clause 7(a) (suspension for medical reasons). Such suspensions must be agreed in writing by the Leisure/Golf Manager. If we agree to suspend your membership under this clause, we may charge you a reasonable monthly fee during the period of suspension. The fee shall be sufficient to cover administration costs and will not exceed £20 per month.

(d) At the end of the suspension of your membership you can return to the Club without paying a further joining fee.

(e) You may not enter Forest of Arden Hotel & Country Club as a Member or as a guest while your membership is suspended.

(f) Suspending your membership is not the same as ending your membership. You will still have to follow

the procedure in clause 6, which includes giving 30 days' notice if you want to end your membership.

8. FACILITIES

(a) You are entitled to use the facilities of the Club available under your relevant category of membership. We will give you notice of any change to the facilities available at the Club in accordance with this clause 9.

(b) If we cannot provide one of the standard facilities at the Club (i.e., swimming, gym, racquets or golf) for more than 21 days in a row, we will compensate you for the period when the facility is out of action if doing so is reasonable. This does not apply to:

- i) permanently closing any facility; or
- ii) temporary closures due to tournaments; or
- iii) if for reasons outside of our control, such that we cannot avoid the closure.

(c) Whenever reasonably possible we will give 35 days' notice of:

- i) any closure of facilities due to tournaments; and
- ii) any permanent closure of facilities other than for reasons outside of our control.

(d) If we have to close facilities at your Club for reasons outside of our control, we will try our best to provide other facilities or consider whether any compensation is appropriate.

9. GUESTS

(a) Only Members aged 18 or over may introduce guests. All guests must be accompanied by a member aged 18 or over, be signed in at the Club reception and pay the appropriate guest fee. You must ensure that your guests abide by the Club Rules, and you accept responsibility for your guest's behaviour. The same guest may not be introduced more than once in any continuous 30-day period. A maximum of 3 guests may accompany a member unless authorised prior to the visit by the Club Manager. Ensuring compliance with the Club Rules by guests is important to the day-to-day operations of the Club.

(b) Guests are only permitted to use Golf Facilities in accordance with the rules displayed on the golf club notice board. A copy of the rules will be available to you to take away on request at any time.

10. LIABILITY

(a) We will limit our liability for damage or loss to your property or your guest's property to any damage or loss you suffered as a result of our negligence or our failure otherwise to take reasonable care.

(b) We cannot accept liability for any accident or injury to any Member, child or guest that may happen on our premises or within the grounds of our Club other than the liability which may arise from our negligence or our failure to take reasonable care.

(c) If you, your child or guest suffers an accident or injury on our premises, you must report it to a member of the golf or leisure management team.

11. GOLF

(a) If you use the Golf Facilities, you are required to have adequate insurance in respect of any injury or damage you may cause through playing golf. No liability will be accepted by us for any accident, injury or damage caused by you or to you, unless it is due to our negligence or our failure otherwise to take reasonable care.

12. MISCELLANEOUS

(a) In the case of a lost membership card, for whatever reason, an administration fee of

£5 per card will be charged. In the case of a lost bag tag or golf bag tag, a replacement fee of £5 will be charged.

(b) The Club is a proprietary club owned by us and we will control the management of the Club and the facilities. Members will be required to comply with any reasonable directions which we may give to ensure the smooth operation of the Club, the use of the facilities, and the convenience of all Members provided that such directions shall not limit your rights or obligations under these Membership Terms.

(c) We are committed to ensuring that Members and their guests are satisfied with the facilities we offer. However, we understand that sometimes Members or their guests may have a problem or feel unhappy about something. In such circumstances, we request that you first let a member of staff at the Club know as soon as possible (or in relation to payment queries use the contact details set out at clause 2(e)), so we can investigate the matter). If you are not happy with the response or the action we take and you wish to complain, you should then contact the Leisure Manager.

If you are still not happy, we request you ask to speak to the General Manager at the Club.

(d) We are obliged to inform you that we do not intend to submit to an alternative dispute resolution (ADR) procedure. ADR is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. However, if you are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider. For example, you can submit a complaint to the Consumer Ombudsman in writing at PO Box 1263, Warrington, WA4 9RE, or online at <https://www.ombudsmanservices.org/consumer-ombudsman.html>. In addition, please note that disputes in relation to memberships entered into online may be submitted for online resolution to the European Commission Online Dispute Resolution platform at <http://ec.europa.eu/consumers/odr/>.

(e) These Membership Terms are governed by English law, and you can bring legal proceedings in the English and Welsh courts if you live in England and Wales. If you live in Scotland, you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in either the Northern Irish or the English courts.

FOR IN-CLUB SIGN UPS:

I confirm that I have received a copy of the current Club Rules and have read these.

Membership Terms and agree to abide by them.

Signature

Date

Name (Print)

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.....

Membership Number