

Millfield Kingweston Golf Society Terms and Conditions

1. Background

- 1.1 Millfield Schools Kingweston Golf Course is a flat terrain eighteen-hole, nine green course and is available for members of Kingweston Golf Society to use through pre booked Tee times as part of an online roll up system. All members under the age of 18 must be accompanied by an adult member or adult guest paying a Green Fee.
- 1.2 The Kingweston Golf Society operates all-year round, membership year runs from 1st January - 31st December a sliding scale is operated for subscription fees dependent on the time of year joining occurs. Individuals can become a member by completing an application form found at <https://www.millfieldenterprises.com/kingweston-golf>.

2. Interpretation

The following definitions apply in this agreement.

2.1 Definitions:

Membership Application Form	The form as displayed on https://www.millfieldenterprises.com/kingweston-golf used by the individual to apply for membership to the Kingweston Golf Society.
Member/Membership	A current member of the Kingweston Golf Society as confirmed by Millfield Enterprises
Millfield Enterprises	The Enterprises department within Millfield School
Membership Renewal	The annual process required to be completed by a Kingweston Golf Society Member prior to each new year in order for their membership to be extended for an additional calendar year.
Cancellation	The cancellation of membership from the Kingweston Golf Society after submission of the application form and before the start of the Membership.
Course	The Golf Course located within Millfield Schools Kingweston grounds at Somerton TA11 6AZ
Fees	The fees for joining, guest green fees and annual Membership as advertised on https://www.millfieldenterprises.com/kingweston-golf unless stated otherwise.
Director	The Director of the Millfield Enterprises as appointed by the Governing Body of Millfield.
Millfield	Millfield, a charitable company incorporated by guarantee with company number 00522385 and charity number 310283, and having its registered office at Millfield, Street, Somerset, BA16 0YD, being the provider of the Course.
You	The Member.
Guest	An individual who is accompanied by a Member at all times, has been pre-registered by a Member and who has paid a Greens Fee.

3. Membership in the Society

- 3.1 To become a Member an individual must complete in full and submit a Membership Application Form. The individual understands that Membership is subject to availability and confirmation of Membership by Millfield.
- 3.2 Shortly after your Membership is confirmed you will receive an email including a link to the Kingweston Golf Society Members' webpage which contains important information and enables You to book Tee times. Please inform us of any changes to your e-mail address after submitting an Application form.

3.3 A legally binding contract between the Member and Millfield for the provision of the use of Kingweston Golf Course will be formed on the basis of these terms and conditions and the completed Membership Application when Millfield confirms the Membership in the Society.

3.4 Membership Renewal forms can be found on <https://www.millfieldenterprises.com/kingweston-golf>, an annual reminder will be sent for completion.

4. Membership dates

4.1 The new Society year starts on the 1st January and Membership runs until the 31st December in the same calendar year.

5. Fees

5.1 Once an individual has applied for Membership and this is confirmed, the Fees will be payable before the date specified by Millfield. If payment is not made in full before the date specified, Millfield shall immediately terminate this agreement and if in the case of Membership Renewal a joining fee would become re-applicable. If You have a query relating to the Fees, they must be paid in full by the specified date and Millfield and You shall co-operate in good faith to resolve the query.

5.2 Members may bring a Guest to play at Kingweston Golf Course and a green fee is charged as advertised on <https://www.millfieldenterprises.com/kingweston-golf>. This must be paid online when the member is making a tee booking for themselves and their Guest.

5.4 Any payment to Millfield must be made in Sterling and in full as cleared funds, by cheque, debit card or credit card.

5.5 In the event of circumstances beyond the reasonable control of Millfield it reserves the right to vary the Membership Fees to an extent that reflects such circumstances. Millfield will endeavour to provide the Member with as much notice of a variation in Membership Fees as is reasonable in the circumstances.

5.6 The fees are considered to be liable to VAT. We reserve the right to charge VAT in addition to the stated fee unless stated otherwise.

6. Millfield's obligations

6.1 Millfield shall:

6.1.1 Reserve the right to close Kingweston Golf Course when school sports fixtures are played and will attempt to give advanced notice to minimise inconvenience to Course Members.

6.1.2 Organise the Course and its delivery in a way which, in the professional judgement of the School, is most appropriate to the Course as a whole.

6.1.3 Provide Members with membership discs on commencement of Membership and membership stickers annually.

6.1.4 Maintain those insurances as required by law;

7. Members Obligations & Behaviours

7.1 The Member shall:

7.1.1 Pay the Membership Fees and any other fees, charges and costs by the date specified by Millfield.

7.1.2 Millfield attaches importance to kindness, courtesy, integrity, good manners, good discipline and respect for the needs of others. The Member accepts that they will comply with the local Course rules, Course etiquette and society dress code as advised on the Kingweston Golf Society Members webpage.

7.1.3 Ensure that You have read the Kingweston Golf Society Members' webpage including the sections noted in clause 7.1.2, a link to which will be noted in the email you receive confirming your Membership. Along with the applicable policies which can be found at <https://www.millfieldenterprises.com/policies-downloads>

7.1.4 Respect Millfield and its grounds are non-smoking, therefore smoking and vaping is strictly prohibited. It is not permitted to bring alcohol onto any of our campuses and grounds or to consume alcohol on them.

7.1.5 Ensure that You and your guests must:

- a) register on our online booking system prior to arrival at the Course, booking forms can be found on the Kingweston Golf Society Members' webpage,
- b) have paid the Guest green Fee charge online when the Member made the tee booking for themselves and their Guest. Once paid, a confirmation email will be provided as proof of payment. Guests must produce this receipt when approached by a Millfield Member of Staff,
- c) always display Membership discs and show them to Millfield Staff and Stewards upon request,
- d) consider student, staff and other player safety as a priority when playing shots,



- e) seek permission from staff and any other Member involved if they wish to take photographs and videos on personal devices while at Kingweston Golf Course,
- f) under no circumstances take any photos and videos in any toilets or changing facilities,
- g) must not pass on the security gate code to anyone outside of Kingweston Golf Society,
- h) if under the age of 18 You must be accompanied by an adult Member or adult Guest paying a Green Fee.
- i) must arrive at the Course and start your game before the end of your selected roll up time and complete your game within 2 hours of arrival,
- j) not allow unauthorised players access onto the Course,
- k) observe and respect the laws and rules of England,
- l) agrees to notify Millfield if You or your Guest are;
 - (i) arrested, charged or convicted of any criminal offence, the circumstances of which could have an impact on the welfare of children or adults,
 - (ii) receive a police caution, reprimand or warning, the circumstances of which could have an impact on the welfare of children or adults,
 - (iii) part of a formal child protection investigation and including a member of your household
 - (iv) are aware of any circumstances that may be reasonably considered to pose a safeguarding risk to children or adults

7.2 Accept that an appropriate sanction may be imposed if the Member is found to have breached the Course rules, Course etiquette, society dress code, School policies or Terms and Conditions set out in this document. These include Millfield reserving the right to ask any person(s) found without a booking and in possession of Membership disc to leave the Course. Sanctions may include permanent removal of Membership, if the member is a Millfield Student, sanctions may also be carried into term time School. If a Member is permanently removed from the Society, there shall be no refund of Membership.

7.3 Millfield may obtain and use photographs or images (including video recordings) of the Member for:

7.3.1 use in Millfield's promotional material such as the website or social media;

7.3.2 press and media purposes; or

Please see Millfield's privacy notice for more information about how it uses photographs and videos. Objections will be respected please make these in writing to enterprises@millfieldschool.com no later than 72 hours before the commencement of your annual membership start date.

8. Cancellation and Termination

8.1 If the Application and confirmation of Membership are both made entirely at distance by means of post or electronic communication without the Member meeting face to face with a member of Millfield Enterprises staff, the Member has the right to cancel this contract at any time within 14 days of the day after You receive confirmation of the Membership. In such circumstances the deposit, if applicable, will be refunded together with any Fees paid, pro-rated if Millfield has provided any services under this agreement. Information about how to cancel is set out in clause 8.2. If the 14-day cancellation period applies on any day after the start date of the Membership the Member authorises Millfield to provide services while the cancellation period continues.

8.2 If the Member wishes to cancel their Membership and terminate this contract at any time after the expiry of the 14-day cancellation period described in clause 8.1 (if applicable) they must provide written notice of cancellation to enterprises@millfieldschool.com. Cancellation shall be final and binding on the cancellation date. Any cancellation received on weekends or out of the hours of 9.00am – 5.00pm on weekdays shall be deemed made on the next working day. If a Member cancels the Membership and terminates this contract Millfield reserves the right to charge the following cancellation fee:

8.2.1 Less than three months before the start of the new Membership year 100% of the Membership Fee.

8.2.2 Requests for full refunds for Memberships that are cancelled cannot be guaranteed and will be dependent on the reason for cancellation – refunds will be decided on a case-by-case basis and are at the discretion of the Director of Enterprises. Refund requests should be sent in writing to enterprises@millfieldschool.com.

8.3 Millfield may terminate this contract immediately by providing written notice to the Member if:

8.3.1 payment of the Membership is not made in full before the date specified by Millfield

8.3.2 where, in Millfield's reasonable opinion, the Members conduct, or that of its Guests, represents a risk to the health and safety or welfare of any person;

9 Commencement and Duration



- 9.1 These terms and conditions shall commence on the date the 1st January and shall continue for one calendar year ending on the 31st December, unless terminated earlier in accordance with clause 8.3. Unless the School gives to the other party at least 2 months written notice to terminate in this instance, a complete refund for the remaining full calendar months of Membership will be given.

10 General Contractual Matters

- 10.1 Millfield has a privacy notice which explains how it will use the Members personal data. The privacy notice is published on the Millfield website.
- 10.2 Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, Millfield does not accept responsibility for accidental injury or other loss caused to the Member or for loss or damage to their property. While attending Kingweston Golf Course, the Member shall be responsible for the security and safe use of all their personal property and for property lent to them by Millfield.
- 10.3 An event beyond the reasonable control of Millfield or the Member is a **Force Majeure Event** and shall include such events as:
- 10.3.1 an act of God, fire, flood, drought, earthquake or other natural disaster;
 - 10.3.2 war, riot, civil unrest, act of terrorism, strikes, industrial disputes;
 - 10.3.3 outbreak of epidemic or pandemic of disease;
 - 10.3.4 failure of utility service or transportation;
- provided always that the inability of either party to pay any amount required under this agreement shall not be a Force Majeure Event. If either Millfield or the Member is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party (Affected Party) shall as soon as reasonably practicable notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues. The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 10.4 Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and conditions affects the Members statutory rights.
- 10.5 Millfield provides Members with information about Kingweston Golf Society and Course in good faith. This information may be contained on the website / promotional literature or in statements made by staff. If the Member wishes to take account of the information provided to them when deciding whether to become a member, they should seek specific confirmation from enterprises@millfieldschool.com that the information is accurate before submitting a completed Application Form.
- 10.6 Only Millfield and the Member are parties to this contract. Any third party is not a party to this contract and shall not have any rights to enforce any term of it this includes Kingweston Golf Club which is a wholly separate organisation.
- 10.7 These terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these terms and conditions. If any provision or part-provision of this 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 under this clause shall not affect the validity and enforceability of the rest of this contract.
- 10.8 This contract was made at Millfield and it, together with each matter relating to the provision of services by Millfield, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.