**University of the Highlands and Islands Centre for Golf**

**Membership Terms & Conditions**

**Last updated:**

1. **Definitions**
	1. **In these terms whenever the following words and phrases appear, they will have the following meaning, unless the context requires otherwise:**

**Annual Renewal Date: means 1st August of each year;**

**Centre: means the University of the Highlands and Islands Centre for Golf located at UHI North Highland, Burghfield House, Cnoc-An-Lobht, Dornoch, IV25 3HW;**

**Membership: means your enrolment into the Centre, upon acceptance of your Membership Application by us;**

**Membership Application: means the application form to be provided by you, as provided by us, for Membership;**

**Membership Term: means the period of your Membership, commencing on the Start Date;**

**Membership Year: means any consecutive 12 month period of the Membership commencing on 1st August and expiring on 31st July.**

**Start Date: the date of your enrolment to the Centre;**

**We/us/our: means The University of the Highlands and Islands registered in Scotland with company number SC148203; and**

**You/your: means the person named in the Membership Application who applies for Membership.**

* 1. **What these terms cover.** These are the terms and conditions which will govern your Membership with us.
	2. **Why you should read them.** Please read these terms carefully before you submit your Membership Application to us. These terms tell you who we are, how we will provide the Membership to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
1. **Our contract with you**
	1. Our acceptance of your Membership Application will take place when we tell you that we are able to provide you with the Membership, which we will also confirm in writing to you, at which point a contract will come into existence between you and us. We have absolution discretion not to offer you a Membership with the Centre, without reason.
2. **Bookings and usage**
	1. Membership will grant you the ability to book a practice bay in the Centre for a maximum of 3 hours per day, and a maximum of 8 hours per calendar month.
	2. We make no guarantee that there will be available times and allocation of session times will be made on a first come first serve basis.
	3. Bookings shall be madeonline via the Centre’s website up to 14 days in advance.
	4. You may reschedule a session free of charge via the Centre’s website at any time before their session begins.
	5. You may cancel your booking free of charge up to 24 hours before your session begins. If you cancel a session within 24 hours, then you will be charged full visitor price.
3. **Our rights to make changes or suspend access to the Centre**
	1. **Minor changes.** We may change the facilities offered by the Centre:
		1. to reflect changes in relevant laws and regulatory requirements; and
		2. to implement minor technical adjustments and improvements, for example to address a security threat.
	2. **Reasons for suspension.** We may have to suspend your Membership and/or access to the Centre to:
		1. deal with technical problems or make minor technical changes
		2. update the facilities offered by the Centre to reflect changes in relevant laws and regulatory requirements;
		3. investigate any complaints that we receive about you; or
		4. adverse weather conditions that affect the use of the Centre and/or its facilities.
	3. **Your rights if we suspend your access to the Centre. We will contact you in advance to tell you we will be suspending access to the Centre, unless the problem is urgent or an emergency. If we have to suspend access to the Centre for longer than 7 days in any 1 month period we will adjust the price so that you do not pay for the Membership whilst access to the Centre is suspended. You may contact us to end the contract if we suspend access to the Centre, or tell you we are going to suspend, in each case for a period of more than 30 consecutive days and we will refund any sums you have paid in advance for the Membership, where access to the Club is not provided to you. For the avoidance of doubt, refunds shall only be made where the provisions of this clause 4.3 apply.**
4. **Membership Categories**
	1. **Full Membership. Full membership is available for persons 18 years of age or older in the year of the Membership Application.**
	2. **Student Membership. Student membership is available to students of The University of the Highlands and Islands who will need to provide evidence of current matriculation status. Once a student member graduates from The University of the Highlands and Islands, they shall automatically become a Full Member.**
	3. **Junior Membership. Junior membership is available for persons under the age of 18 years of age in the year of the Membership Application. Junior Members must be accompanied by a person 18 years of age or older.**
5. **Membership term**
	1. **When will your Membership commence. Your Membership will commence on the date notified by us to you when accepting your Membership Application (Start Date).**
	2. **Duration of your Membership.** Your Membership shall continue from the Start Date until the next Annual Renewal Date and, will automatically renew each Membership Year on the Annual Renewal Date (unless we have received notice in accordance with clause 6.3), until such time as the Membership is terminated in accordance with these terms.
	3. **Notice to cancel Membership. Please note you cannot, without reason, cancel your Membership during a Membership Year. For the avoidance of doubt, you will be committed to pay us for each Membership Year (and in the event that the Start Date is anything other than 1st August, for such period of time between the Start Date and the first Annual Renewal Date) that your Membership continues. You may however, provide us with at least 30 days written notice, prior to the expiry of the current Membership Year, stating that you do not wish for your Membership to renew. Your Membership will then terminate at the end of that Membership Year.**
6. **Membership Subscriptions**
	1. **Subscription fee.** Where a subscription fee is payable, we will notify you of this prior to accepting your Membership and, this fee must be paid by you when we approve your Membership Application. **The subscription fee will be non-refundable after 14 Day Cooling Off Period, during which any use of the Centre will be deducted according to the applicable visitor rates.**
	2. **Membership fees.** Membership fees are calculated in accordance with the category of membership that you fall into (as set out in the Membership Application). Membership fees must be paid in full for each Membership Year in advance of the Start Date or, the Annual Renewal Date of the Membership or, by monthly instalments. Where the Start Date is any date other than 1st August, your membership fee will be calculated on a pro-rata basis for the period of time.
	3. **No refunds if you do not attend the Centre.** Please note we will not refund any membership fees to you where you choose not to attend the Centre. Membership fees must be paid to us for the duration of the Membership Term, regardless of whether or not you make use of the Centre.
	4. **Fixed fees.** Membership fees shall be fixed for each Membership Year and, we reserve the right to amend the Membership fees prior to the commencement of the next Membership Year by providing you with at least 30 days written notice. If you do not wish to accept an increase in subscription you may cancel your Membership through the online portal prior to the renewal of your Membership. You must continue to pay subscriptions at the rate immediately prior to any proposed increase until the end of such notice period. We will refund any subscriptions that have been paid for by you for any period after the expiry of the notice.
7. **Our rights to terminate your Membership**
	1. We may end the contract (terminate your Membership) at any time by written notice to you if:
		1. you commit a serious breach of these terms or the Members Conduct Rules set out at paragraph 9 below and the breach, if capable of remedy, is not remedied within 7 days of us notifying you to do so;
		2. you repeatedly breach the Members Conduct Rules;
		3. you do not make any payment to us when it is due;
		4. you provide us with details which are false when submitting your Membership Application to us and, the false declaration would have affected our decision to grant Membership to you;
		5. your conduct, whether or not such conduct is the subject of a complaint by another member or group of members, is in our reasonable opinion, injurious to our character, name or interests; or
		6. you cause nuisance or annoyance to other users of the Club or any of our employees.
	2. **You must compensate us if you break the contract**. If we end the contract in the situations set out in clause 8.1 we will not refund any money you have paid in advance for the Membership, for the remainder of the Membership Year in which the termination took place and, where you have not paid in advance, we will charge you the costs we would have received had we not terminated the contract and the Membership continued for the remainder of that Membership Year.
	3. **What happens if we terminate the contract**. Where we terminate your Membership under clause 8.1, you will lose all privileges and rights that you may have otherwise received with the Membership and your access to use the Centre as a Member shall terminate immediately. You will not be entitled to claim for a refund in any Membership fees paid in advance.
	4. **If we terminate the contract without reason**. We have the right to terminate your Membership without reason, upon providing you with 30 days written notice. In such circumstances, we will refund any amount paid by you to us, for the Membership, for any period of the Membership Year that you will no longer be a Member of the Centre. Where you have not paid in advance, we will not charge you for any period where you will cease to be a Member of the Centre.
	5. **Your ability to terminate**. You may terminate your Membership upon giving 30 days’ notice in writing, accompanied by reasonable evidence, if you are unable to use the Centre through serious illness or injury that is likely to preclude you from using the Centre for a period of at least two calendar months. In the event of termination under this paragraph, we shall be entitled to charge a reasonable administration charge.
8. **Members Conduct Rules**
You (and, where appropriate your guests) must:
	1. comply with any applicable dress code for the Centre;
	2. show consideration for other Members and their guests and staff in and around the premises;
	3. not use abusive or bad language;
	4. not bring, use or be under the influence of alcohol or illegal drugs in any part of the premises;
	5. not behave in an anti-social or disruptive manner, including but not limited to inappropriate or threatening behaviour, misuse of equipment or sexual activities;
	6. be respectful of the booking system by either always turning up for sessions booked or cancelling/rescheduling sessions in a timely manner to give fellow Members and other users an opportunity to re-book the time slot; and
	7. be respectful of the equipment within the Centre.
9. **Rules pertaining to young persons (under 18) and Member’s guests**
	1. Persons under the age of 18 cannot enter or be left at the Centre unattended unless attending an organised activity such as those run by the Centre.
	2. Persons under the age of 18 must be supervised by an adult at all times.
	3. Parents/guardians are responsible for their child’s behaviour at all times during a visit to the Centre. A Member’s child should also be expected to adhere to the Members Conduct Rules (see paragraph 9 above). Misconduct by the Member’s child will be regarded as the Member’s own misconduct.
	4. Persons under the age of 18 are permitted to use the facility free of charge, if accompanied by a Member. Members can add an under-18 Member’s guest via the online booking platform prior to arriving at the Centre. The under-18 guest will share the practice bay with the Member during the session.
	5. You are allowed to add guests to you session via the booking platform. Guests will be charged at the rate displayed on the website and the guest(s) will share the bay with the you during the session. A maximum of 3 guests may be added per session.
	6. You are responsible for your guest(s) behaviour at all times during a visit to the Centre. Your guest(s) should also be expected to adhere to the Members Conduct Rules (see paragraph 9 above). Misconduct by your guest(s) will be regarded as your own misconduct.
	7. If you must alter or cancel a guest booking, the refund will not be carried out automatically. The refund will be processed manually by staff on a weekly basis, therefore you may have to wait 7-10 days for a refund to be processed to the card used during the online payment.
10. **How we may use your personal information**
	1. We will use the personal information you provide to us to:
		1. provide the Membership to you; and
		2. process your payment for the Membership.
	2. **You acknowledge that we are a data processor for the purposes of The General Data Protection Regulations and the Data Protection Act 2018 in respect of any of your personal information that we process.**
	3. **Third parties. We will only give your personal information to third parties where the law either requires or allows us to do so.**
11. **Other important terms**
	1. **We** may be revoke, supplement, or alter these terms at our and shall give you reasonable notice in advance of such changes by posting a notice on our website. If the changes affect any fee or charges which you are liable to pay we shall provide written notice at least 14 days in advance of the changes being made, either by posting to the website or by email to the last address that the you has provided. Where the change to these terms is otherwise material (such as where there is a significant change in the level or type of facilities offered, you can cancel your Membership by giving one complete calendar month’s written notice to terminate the membership within 30 days of receiving written notice from us.
	2. **We are not responsible for delays outside our control. If our performance of these terms is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for the period where you do not have access to the Club.**
	3. **We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 1 month of us telling you about it and we will refund you any payments you have made in advance for the Membership, for any period following the termination of the Membership.**
	4. **You may only transfer your rights or your obligations under these terms to another person with our prior written consent. Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.**
	5. **If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.**
	6. **Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide you with access to the Centre, we can still require you to make the payment at a later date.**
	7. **These terms are governed by Scots law and you can bring legal proceedings in respect of the Membership in the Scottish courts.**
12. **Contact information**
	1. **How to contact us.** You can contact us by telephoning us at [insert number] or by writing to us at [insert e-mail] or UHI North Highland, Burghfield House, Cnoc-An-Lobht, Dornoch, IV25 3HW.
	2. **How we may contact you**. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Membership Application.
	3. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.