

Trethorne Golf Club

Membership Terms and Conditions

Except where expressly agreed otherwise by us in writing every member of the club shall be subject to these terms and conditions. Trethorne Golf Club reserves the right to use discretion in all matters relating to membership.

1. Membership is continuous until revoked in writing and acknowledged. New members have a fifteen-day period in which to revoke membership and receive a refund but if she/he should have played during that 15-day period then she/he will be responsible for the payment of all green fees at normal full rate.

2. The membership year begins on June 1st and subscriptions are paid annually in advance. A member joins each year for a minimum period of one year unless he joins partway through a year in which case the member is responsible for his/her subscription up to the end of the standard yearly period. A member should write or email to inform us that he no longer wishes to continue his membership. A member is responsible for his fees up to May 31st each year.

3. Members wishing to pay by instalments must do so by direct debit. Bank information must be supplied at the time of commencement of membership. All Direct Debits must be paid on the 6th of each month or closest working day thereafter. Paying by instalments you are agreeing to a membership up to May 31st. A member should write or email to inform us if he/she does not wish to renew his/her membership otherwise we will automatically continue with the Direct Debit payment for the following year.

Cancellation policy:

4.1 In the event a Member or the Club cancels a membership for any reason outside of our terms and conditions, the Member is relegated to a potential applicant status and loses any loyalty status he may have accrued. A former member wishing to re-join or re-apply must first pay any fees outstanding. Any former member that has not complied with this may not be signed in at guest rate, he is not allowed to play in any Open competition or in. She/he is not restricted from representing another club in a team match or by paying a full green fee or as a member of a visiting society.

We retain our right to terminate your Membership and end the contract between us at any time by writing to you if:

- (a) you commit a serious breach of these terms or the Club Rules and the breach, if capable of remedy, is not remedied within 7 days of us notifying you to do so;
 - (b) you do not make any payment to us when it is due;
 - (c) you provide us with details which you know are false when submitting your Membership Application to us and, the false declaration would have affected our decision to grant membership to you;
 - (d) 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

(e) you cause nuisance or annoyance to other users of the Club or any of our employees.

4.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 4.1, 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.

4.3 What happens if we terminate the contract. Where we terminate your Membership under clause 4.1, you will lose all privileges and rights that you may have otherwise received with the Membership and your access to use the Club and/or its facilities as a Member shall terminate immediately. You will not be entitled to claim for a refund in any Membership fees paid in advance and, you must promptly return your membership card to us. 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 Club. 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 Club.

6. All members are responsible for their guests.

7. Members joining mid-year will pay pro-rata to the nearest month.

9. Terms and conditions of membership may be revised from time to time and members should be aware of the terms and conditions posted on the website.

11. No refund will be made on resignation for subscription payments received.

12. Rates are not inclusive of if any EGU, LGU or county levies.

13. The Golf Club will endeavour to provide golf courses in the best condition possible. This may, from time to time, result in closure of holes or parts of holes to make improvements considered to be in the best long-term interest.

14. The course or practice areas may be closed for extreme weather conditions or for competitions and for booked play outside of members times.

15. All members and associates agree to abide by the club's code of conduct. This code includes taking care not to publish any information on any social media platform which is hearsay, non-factual or their opinion which may discredit Trethorne Golf Club, any member of Trethorne Golf Club or any member of staff of Trethorne Golf Club. Any member or associate infringing clause 15 may be disciplined which may include being expelled or not invited to re-join the golf club.

Trethorne Golf Club

DISCIPLINARY REGULATIONS

1. DEFINITIONS

- In these Regulations the following words and phrases shall have the following meanings and interpretations:

	an individual aged 18 or over who:
	<ul style="list-style-type: none">· is unable to look after their own wellbeing, property, rights or other interest; and· is at risk of harm (either from another person's behaviour or their own behaviour); and· because they have a disability, mental disorder, illness or physical or mental infirmity, they are more vulnerable to being harmed than other adults;
"Adult at Risk of Harm"	
"Appeal Panel"	the individual or group of individuals appointed in accordance with these Regulations to deal with Appeals under these Regulations;
"Appellant"	the person or body who appeals a Decision of the Disciplinary Panel;
"Chairperson"	The individual appointed by the Disciplinary Secretary to chair the Disciplinary or Appeal Hearing;
"Charge"	The charge which is brought against the Respondent in respect of the disciplinary matter;
"Club"	The Players Golf Club, Codrington, Bristol BS37 6RZ
"Club Rules"	The rules of the Club which may include its bye-laws, constitution or articles of association, code of conduct and any other rules by which the Members are bound in accordance with their membership of the Club;
"Club Tournament"	The rules of any competition, golfing event or tournament administered by the Club from time to time;
"Complaint"	a complaint of misconduct or notification of a concern as referred to in Regulation 4;
"Complainant"	the person or body from whom a Complaint has been received by the Disciplinary Panel;
"Committee"	The body that is running the Golf Club;
"County"	The County Golf Union or Association to which the Club affiliates
"Disciplinary Panel"	the group of individuals appointed by the Club to deal with disciplinary matters under these Regulations;
"Disciplinary Secretary"	the person who is nominated as the Disciplinary Secretary by the Committee from time to time;

“England Golf”	The English Golf Union Limited, The National Golf Centre, The Broadway, Woodhall Spa, Lincolnshire, LN10 6PU, Company Number: 5564018;
“Member”	Any member of the Club in any membership category, including social or honorary members;
“Notice of Charge”	A written notice sent to the Respondent in any matter notifying them of the Complaint(s) and Charge(s) made and brought against them;
“Participant”	Any person, whether a Member, a visitor, or a subscriber to the England Golf iGolf scheme, who takes part in or spectates at any golfing activity at the Club or who attends the clubhouse as a social/honorary member;
Player	Any person who plays golf at the Club, whether or not they are a Member
“Respondent”	the person who is the subject of the Complaint or disciplinary action brought by the Disciplinary Secretary under the Regulations;
“Rules of Golf”	the rules governing the playing of golf as jointly issued by the R&A and the USGA from time to time;
“Young Person”	A person under 18 years of age.

2. WHO IS BOUND BY THESE REGULATIONS

- These Regulations apply to all Members, Honorary Members, Players Participants, staff members, volunteers and contractors of or visitors to the Club.

3. JURISDICTION OVER DISCIPLINARY MATTERS

- These Regulations will apply to:
 - Alleged breaches of the Club Rules, Regulations, Codes and Practices, and its statement of values or standards of behaviour.
 - alleged breaches of the Rules of Golf, handicap infringements, disqualifications and any breach of the rules of a Club Tournament; and
 - any matter in which an individual engages in any conduct which is inappropriate, unlawful, unsporting or behaves in a manner which is unacceptable or opposed to the general interests of the Club or which brings the Club into disrepute.
 - any matter in which an individual engages in any conduct which is inappropriate, unlawful, unsporting or behaves in a manner which is which brings the sport of golf into disrepute.
 - Incidents of a safeguarding nature must be referred to the England Golf Governance team before any disciplinary action is taken under these Regulations.

4. RAISING OF COMPLAINTS

- Any person or body may raise a complaint to be considered under these Regulations. Complaints should be made in writing, but the Club will make reasonable adjustments to deal with Complaints made in other ways where appropriate.
- when the Club receives a Complaint, the Club shall appoint a Disciplinary Secretary, who shall be independent of the matter, to consider the matter and decide how to proceed.

5. NEXT STEPS

- Following appointment, the Disciplinary Secretary may, without limitation:
 - Commence an initial investigation to obtain more information or evidence.
 - Contact the Respondent for a response.
 - seek advice from or refer the matter to any other appropriate body.
 - resolve to deal with the matter informally.
 - conclude that no further action is required.
 - refer the matter to a disciplinary panel for further action.

- In any event the Disciplinary Secretary will record the reasons for deciding on the appropriate next steps.
6. DEALING WITH THE MATTER FORMALLY: CONSTITUTING A DISCIPLINARY PANEL
- If the Disciplinary Secretary decides that the matter should be dealt with formally, a Disciplinary Panel will be set up to deal with the matter.
 - The Disciplinary Panel will be made up of 3 individuals, who will all be independent of the complaint of incident giving rise to the matter. One member of the Disciplinary Panel will be appointed as Chair.
 - If at any time a member of the Disciplinary Panel either declares an interest or is deemed to have an actual or potential interest by the Chair (or if it is the Chair, another member of the Disciplinary Panel) they will be replaced by another individual.
7. ISSUING A NOTICE OF CHARGE
- Once a Disciplinary Panel has been formed the Disciplinary Secretary will notify the Complainant of the decision to deal with the matter under these Regulations, and send a Notice of Charge to the Respondent clearly setting out:
 - The Regulation, rule or provision that the Respondent is alleged to have breached; and
 - A summary of the facts or circumstances that led to the Complaint and the Charge; and
 - A description and copies of the evidence that is being relied upon to support the Charge; and
 - Confirmation that these Regulations apply to the determination of the matter; and
 - The time, date and location of any meetings that have been organised to discuss or otherwise deal with the matter; and
 - The rights of the Respondent under these Regulations to have a fair opportunity to make representations in their defence; and
 - Instructions on what the Respondent must do to either admit or deny the Charge and the deadline for indicating their response.
8. ADMITTING OR DENYING THE CHARGE
- The Respondent shall have at least 14 days from the date of the Notice of Charge to respond and either:
 - Admit the Charge; or
 - Deny the Charge, in which case the matter will be dealt with by a full disciplinary hearing.
 - If the Respondent admits the Charge, the Disciplinary Panel may deal with Decisions and Sanctions under Regulation [11]. The Respondent may make written representations in mitigation within 7 days from accepting the Charge or having been deemed to accept the Charge.
 - If the Respondent does not accept the Charge, the Disciplinary Panel will call a Disciplinary Hearing in accordance with Regulations [9-10].
 - If the Respondent does not respond to the Notice of Charge within the time period outlined at Regulation [8.1] above, the Disciplinary Panel may call a Disciplinary Hearing, and may treat the Respondent as having admitted the Charge.
 - If there are multiple Charges, the Respondent may admit or deny all or some of the Charges. The Disciplinary Panel may deal with Charges that are Admitted and Denied separately.
 - The Disciplinary Panel may deal with a disciplinary matter by way of an oral hearing either conducted in person or by audio or video conference call, or deal with the matter by way of written submissions, whichever method is most appropriate and proportionate to the issues at hand, and considering the needs and wishes of the Respondent and any other witnesses in deciding how to deal with the hearing.

9. NOTICE FOR DISCIPLINARY HEARINGS

- The Disciplinary Panel will give reasonable notice of any hearing or deadline for written submissions and should consider at least one re-scheduling to take into account prior commitments.

10. ORAL DISCIPLINARY HEARINGS

- The Respondent may be represented by a third party at any oral hearing, whether or not that person is a member of the Club (the "Representative"), and the Representative may make submissions but not give evidence on behalf of the Respondent.
- The Respondent may be accompanied by another Member for support (the "Friend"), but the Friend may not make representations on behalf of the Respondent.
- The procedure for an oral hearing will be at the discretion of the Chair. A standard hearing procedure is set out at Appendix 1 of this document, which may be followed by the Chair of the Disciplinary Panel.
- Regardless of the procedures followed, the Respondent must be given a fair opportunity to make representations and present evidence in their defence. The Respondent must also be given the opportunity to review and challenge evidence in support of the Complaint and Charge.
- If the Respondent does not attend the hearing as arranged above, provided that the Disciplinary Panel is satisfied that notice of the hearing was received it may proceed and decide the case in the absence of the Respondent.

11. DECISIONS AND SANCTIONS

- The Disciplinary Panel may reach such decision and/or impose such sanctions as it sees fit, including without limitation, to:
 - Dismiss the Charge as unproven;
 - Issue a warning or reprimand in respect of the misconduct or rule breach committed;
 - Suspend or exclude the Respondent from the Club and/or Club Competitions, Tournaments, Teams, meetings or other activities;
 - Suspend or exclude the Respondent from holding office within the Club for a specified or indefinite period of time;
 - Suspend the Respondent's Membership of the Club, and/or their ability or authority to attend the Club and exercise playing rights at the Club for a defined period;
 - Permanently expel the Respondent from the Club; and/or
 - A combination of any of the above or any other disciplinary action as considered appropriate by the Disciplinary Panel as appropriate.
- The decision taken by the Disciplinary Panel in relation to sanctions must be reasonable and proportionate in all the circumstances. The Disciplinary Panel will give reasons for its decision.
- The decision of the Disciplinary Panel may be communicated to the Respondent orally at any oral Hearing, but must, in any event, be communicated in writing within a reasonable time of the decision being made.
- If a right of appeal exists from the decision, the written decision must set out how that right can be exercised.

12. MATTERS INVOLVING YOUNG PERSONS OR ADULTS AT RISK

- Where a disciplinary matter involves a Young Person and/or Adult at Risk of Harm, the Club, the Disciplinary Panel must be mindful of the needs of the person in question and take these into account when deciding:
 - The format of proceedings;
 - Whether any action is taken against such a Young Person or an Adult at Risk of Harm;
 - Whether any provisions in these Regulations should be varied.
- The Disciplinary Panel should inform the Club Welfare Officer or, in their absence, the County Welfare Officer or the England Golf Safeguarding team of the circumstances surrounding the

Young Person and/or the Adult at Risk of Harm before taking any action under these Regulations.

- Written permission should be obtained from any parent / carer of a Young Person or Adult at Risk of Harm where such person is asked to provide evidence and / or attend a hearing. Where a Young Person or Adult at Risk of Harm is asked to attend a hearing, they shall be afforded the opportunity to do so accompanied by any parent / carer and the Disciplinary Panel shall make sure that the Young Person or Adult at Risk of Harm fully understands the process taking place.
- For the avoidance of doubt, the refusal of the parent, Young Person or Adult at Risk of Harm to co-operate shall not preclude Club from taking disciplinary action against the Young Person or Adult at Risk of Harm.

13. APPEALS – ENGLAND GOLF FRAMEWORK

- Decisions which relate to the Rules of Golf or to handicapping infringements fall within the England Golf Disciplinary Framework and are subject to a right of appeal as set out below.

Matter arising at	Disciplinary body at first instance	Appeal level
Club	Club	County
County	County	England Golf
National	England Golf	England Golf Appeals Panel

There will be no further right of appeal.

- If the Respondent wishes to appeal a decision of the Disciplinary Panel, they (the “Appellant”) must lodge the appeal to the Disciplinary Secretary in writing (an “Appeal Request”) within 14 days of the date of the Disciplinary Panel’s original decision being notified to the Respondent.
- The Appeal Request must set out one or more of the grounds of appeal below and any further evidence on which the Appellant wishes to rely, together with reasons why the ground of appeal(s) applies. The grounds of appeal are as follows:
 - The decision was based on error of fact or could not have been reasonably reached by a Disciplinary Panel when faced with the evidence before it;
 - Serious procedural or other irregularity in the proceedings before the Disciplinary Panel;
 - Significant and relevant new evidence has become available which was not available before the conclusion of the hearing but, had it been available, may have caused the Disciplinary Panel to reach a materially different decision; and/or
 - The sanction imposed was manifestly unreasonable in the light of the facts before the Disciplinary Panel.
- Following receipt of a Notice of Appeal, the Disciplinary Secretary shall consider whether the Notice of Appeal is valid, that is received in time and sets out a valid ground or grounds of appeal (but not whether any grounds of appeal have been made out). If the Disciplinary Secretary considers that the Notice of Appeal is valid, he will forward it to the County Secretary of Gloucestershire Golf Union or Association as appropriate. If the Disciplinary Secretary considers that the Notice of Appeal is not valid, he will return it to the Respondent and explain why it is not valid.
 - The Gloucestershire Golf Union Disciplinary Regulations will apply thereafter to any appeal, unless England Golf has determined that it should hear the matter, in which case the England Golf Disciplinary Regulations will apply.

14. APPEALS – INTERNAL CLUB MATTERS

- If the Respondent wishes to appeal a decision of the Disciplinary Panel to which Regulation 13 does not apply, they (the “Appellant”) must lodge the appeal to the Disciplinary Secretary in writing (an “Appeal Request”) within 14 days of the date of the Disciplinary Panel’s original decision being notified to the Respondent.
- The Appeal Request must set out one or more of the grounds of appeal below and any further evidence on which the Appellant wishes to rely, together with reasons why the ground of appeal(s) applies. The grounds of appeal are as follows:
 - The decision was based on error of fact or could not have been reasonably reached by a Disciplinary Panel when faced with the evidence before it
 - Serious procedural or other irregularity in the proceedings before the Disciplinary Panel Significant and relevant new evidence has become available which was not available before the conclusion of the hearing but, had it been available, may have caused the Disciplinary Panel to reach a materially different decision, and/or
 - The sanction imposed was manifestly unreasonable in the light of the facts before the Disciplinary Panel.
- Following receipt of a Notice of Appeal, the Disciplinary Secretary shall consider whether the Notice of Appeal is valid, that is received in time and sets out a valid ground or grounds of appeal (but not whether any grounds of appeal have been made out). If the Disciplinary Secretary considers that the Notice of Appeal is not valid, he will return it to the Respondent and explain why it is not valid.
- If the Disciplinary Secretary considers that the notice of appeal is valid, the Disciplinary Secretary will consider whether at least one ground of appeal being established, in which case the Disciplinary Secretary will appoint an Appeal Panel comprising 3 individuals who have had no prior involvement and have no actual or potential interest in the matter. If the Disciplinary Secretary does not consider that a ground of appeal has been established he will inform the Respondent with reasons.
- The Appeal Panel shall determine whether an appeal of a Disciplinary Panel decision shall be by way of review only or a full re-hearing of all the evidence presented to the Disciplinary Panel, with due consideration being given to any requests made by any relevant party.
- An Appeal Hearing may deal with an appeal on the basis of written submissions from the Appellant and the Respondent or by way of an oral hearing. If any party requests an oral hearing, then this will be facilitated unless exceptional circumstances mean that an oral hearing is impracticable.
- The procedure for an Appeal Hearing shall be flexible and shall be at the discretion of the Appeal Panel, who may make such decisions as necessary to ensure the orderly and effective conduct of the hearing, subject to the overriding requirement of fairness.
- The standard hearing procedure for disciplinary hearings set out at Appendix 1 may also be followed by the Appeal Panel at their discretion.
- The Appeal Panel shall have the power to:
 - Dismiss the appeal;
 - Remit the matter for a re-hearing by the Disciplinary Panel;
 - Remit the matter for a re-hearing by a new Disciplinary Panel made up of different individuals than those originally appointed;
 - Substitute an alternative finding;
 - Reduce or increase the original sanction; and/or
 - Make such further order as they consider appropriate.
- The decision of the Appeal Panel may be communicated at the Hearing, but must, in any event, be communicated in writing within 7 days of the hearing or deliberation of written submissions taking place.

15. MISCELLANEOUS PROVISIONS

- The Disciplinary Panel will make decisions by a simple majority of over 50%. The Disciplinary Panel may give a single decision and is not obliged to disclose to the Respondent how individual members of the Disciplinary Panel voted or whether the decision was a majority decision or a unanimous decision.
- The standard of proof in all cases before the Disciplinary Panel and the Appeal Panel is the balance of probabilities.
- Any timescales or deadlines set in respect of matters dealt with under these Regulations may be extended by the Chair in the light of all material circumstances of the case and the individuals involved in the case.
- The Disciplinary Panel or the Appeal Panel may, where they deem it to be appropriate bearing in mind all the circumstances of the matter, request an independent person to act as adviser to the Panel(s).
- The Disciplinary Panel and Appeal Panel are not obliged to follow strict rules of evidence. They may admit such evidence, and attribute such weight to any piece of evidence, as they deem fit in the circumstances.
- The Club will not be liable to any person, Member or Participant for any loss, however, caused, whether direct, indirect, financial or consequential arising out of or in connection with any matters taken under these Regulations.
- Any relevant contact details for the Disciplinary secretary and any other relevant parties shall be available from the Club and communicated to Members from time to time and upon request.
- The laws of England & Wales shall apply to these Regulations.

16. Membership and renewal of membership is by invitation. The management of The Players Club Limited, The Players Golf Club Limited and Luckland Limited may decide without giving reason not to allow or renew a golf subscription.

APPENDIX 1

STANDARD DISCIPLINARY HEARING PROCEDURE

- If deemed to be required, prior to any hearing, the Disciplinary Panel will set appropriate deadlines for the submission of any written evidence / representations requested from the Disciplinary Secretary or the Respondent.
- The hearing will be convened by the Disciplinary Panel at a time suitable to the parties and communicated to the parties by the Disciplinary Secretary.
- The case against the Respondent will be presented by the Disciplinary Secretary, together with relevant evidence, including witness evidence, if appropriate.
- The Respondent will be granted the opportunity to present its case, challenge the evidence presented against them, submit their own evidence, call witnesses and make representations to the Disciplinary Panel. The evidence of further witnesses not notified in accordance with the Regulations will be admitted only at the discretion of the Chair of the Disciplinary Panel.
- A Representative representing a Respondent at a hearing may present and sum up their case, but they may not answer questions put to the Respondent.
- Before being called, witnesses will not be allowed in the room while evidence is being given. This does not apply in relation to the Complainant or Respondent.
- Questions may be put by the Disciplinary Panel to the Respondent and each witness on conclusion of their evidence.
- The Respondent will have the opportunity to raise questions in cross-examination.
- The Disciplinary Panel may limit cross-examination as it deems appropriate.
- The Respondent and the Disciplinary Secretary will be allowed to make a closing statement to the Disciplinary Panel.
- The room will be cleared, and the Disciplinary Panel will deliberate and determine whether, on the balance of probabilities, the disciplinary charge has been proven.
- The hearing will reconvene, and the Chair of the Disciplinary Panel shall either communicate its decision to the parties at the end of a hearing or notify the decision in writing at a later date as set by the Disciplinary Panel.
- Where a charge is proven the Respondent will have the opportunity to present arguments in mitigation.
- The Disciplinary Panel will review the Respondent's previous disciplinary record, where relevant, to consider sanctions.
- The room will again be cleared and the Disciplinary Panel will determine the appropriate sanction.
- A record kept of all disciplinary proceedings and hearings and decisions.