

Southampton Municipal Golf Course – Season Ticket Terms and Conditions

These Terms and Conditions set out the terms on which the Council will supply to you a Season Ticket. Please read these Terms and Conditions carefully as they will form the basis of the contract between you and the Council. By placing an Order for a Season Ticket, you agree to be bound by these Terms and Conditions. Please keep a copy of these Terms and Conditions in a safe in case you need to refer to them in future.

1. Defined terms

The following terms used throughout these Terms and Conditions shall have the following meanings:

“Commencement Date” means the date from which your Season Ticket is valid (as notified to you by the Council or otherwise indicated on your Season Ticket).

“Order” means your application for the purchase or renewal of a Season Ticket submitted via the online application/renewals form.

“Period” means the yearly period identified in your Order.

“Season Ticket” means the season ticket held by you for use of the Southampton Municipal Golf Course.

“Venue” means **Southampton Municipal Golf Course and associated facilities at Golf Course Road, Southampton, SO16 7LE.**

“7 Day” means the season ticket holder is permitted to use the course during published opening hours for 363 days of the year (Southampton Municipal Golf Course is closed on Christmas day and New Year’s day), and apart from times when the course may close due to circumstances listed in 9.4 and 9.5 below.

“5 Day” means the season ticket holder is permitted to use the course during published opening hours 363 days of the year (Southampton Municipal Golf Course is closed on Christmas day and New Year’s day) excluding weekends and times when the course may close due to circumstances listed in 9.4 and 9.5 below.

2. Information about the Council and contact details

2.1 The contract for the supply of your Season Ticket is between you and Southampton City Council of Civic Centre, Southampton SO14 7LY, VAT Registration Number [GB 189 5949 82].

2.2 You can contact the Council by telephoning **023 8076 0546** or by writing to it at: Email: **southampton.golf.course@southampton.gov.uk**

Address:
Golf Course Road, Southampton, SO16 7LE

2.3 The Council may contact you by telephone or in writing (which shall include e-mail) using the contact details you have provided to it on your application form or such details as updated by you and notified to the Council from time to time.

2.4 The Council will use its reasonable endeavours to make additional information, for example unexpected Venue closures or closure of any part, available to you as necessary via our website and social media platforms, for example **<https://www.facebook.com/SotonCC>** or **<https://twitter.com/SouthamptonCC>**.

3. Venue Terms and Conditions

3.1 By using your Season Ticket you are agreeing to be bound by and to comply with the terms and conditions and rules and regulations governing use of, and behaviour whilst at, the Venue. These can be found here **www.southampton.gov.uk/golf** on the Golf Course score card, in the club house and at other places within the Venue.

4. How the contract is formed

4.1 By placing an Order online, you will be making an “offer” to the Council to purchase a Season Ticket. After placing your Order, you will receive an email from the Council acknowledging that the Council has received your Order. The Council will confirm acceptance of your offer by issuing to you your Season Ticket in accordance with clause 8. Your contract with the Council will be formed only when the Council issues your Season Ticket.

4.2 If you place an Order with the Council by completing a paper application form at the Venue in the presence of one of the Council’s staff, you will be making an “offer” to the Council to purchase a Season Ticket. The Council will confirm acceptance of your offer by dispatching your Season Ticket to you. Your contract with the Council will be formed when the Council issues your Season Ticket.

4.3 If you make a telephone enquiry about purchasing a Season Ticket, we will at your discretion either e-mail you or send you by post an application form. By returning the completed application form to the Council you will be making an “offer” to the Council to purchase a Season Ticket. The Council will confirm acceptance of your offer by dispatching your Season Ticket to you. Your contract with the Council will be formed when the Council issues your Season Ticket

5. Your right as a consumer to cancel the contract

5.1 You may cancel the contract at any time within fourteen days, beginning on the day after you received your Season Ticket or, in the case of a renewal, the day after your Season Ticket is renewed. If you cancel your contract, you will receive a full refund of the price paid by you for your Season Ticket less an amount calculated on a pro-rata basis for any days used. To exercise the right referred to in clause 5.1, you must inform the Council of your decision to end the contract either by a clear statement (e.g. a letter sent by post or email) using the contact details in clause 2.2 or by using the cancellation form available here: **www.southampton.gov.uk/golf** To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. Please note that this right to a refund does not affect your statutory rights.

6. Provision and use of Season Tickets

6.1 The rights available to you in respect of use of the Venue pursuant to your Season Ticket and their duration are set out in the defined terms above.

6.2 The Season Ticket will be at your risk from the date of dispatch. The Council retains ownership of the Season Ticket throughout the term of the contract. Your Season Ticket is personal to you and is non-transferable. The Council reserves the right to verify all information provided to it by you in order to obtain a Season Ticket and to require further information, including proof of age, if reasonably necessary. The Council reserves the right to cancel your Season Ticket if any wrongful information is given to us in order to obtain your Season Ticket

6.3 You must carry your Season Ticket at all times whilst at the Venue and it must be produced on request by any Council officer. The Council shall have the right to require any person to leave the Venue immediately and may refuse entry to the Venue to anyone purporting to use the Venue pursuant to but not carrying a valid Season Ticket. Lost or damaged Season Tickets will be subject to a replacement charge being made by the Council at such reasonable rates as determined by the Council. Upon termination or expiry of your Season Ticket you must either return it to us at the postal address in clause 2.1 or securely destroy it.

7. Price and payment

7.1 The price for your selected Season Ticket shall be as published by the Council here **www.southampton.gov.uk/images/golf-course-prices_tcm63-442198.pdf** and such price shall be inclusive of VAT and any costs associated with delivery of the Season Ticket to your address.

7.2 Payment for your Season Ticket can be made by credit or debit card only.

7.3 Your Season Ticket with the Council will commence on your Commencement Date and last for the annual Period.

7.4 Your payment to the Council shall be due on submission of your Order and shall be the amount to cover the full annual Period.

8. Your Season Ticket

8.1. Your Season Ticket does not guarantee availability of the facilities at the Venue at any particular time and use of the golf course, greens, practice areas and associated facilities is subject to availability.

8.2 The Council will send your Season Ticket to the address you have provided to the Council only once the Council has received your payment, or in the case of monthly payments, your first payment.

8.3 The Council will send to you the receipted VAT invoice relating to the charge for the first Period for which payment has been made

8.4 The opening hours of the Venue are available here **www.southampton.gov.uk/golf** and are displayed at the Venue. The Council shall not be responsible for granting access to the Venue outside of these opening hours.

9. Cancellation and refund policy

Cancellation by you

9.1 In addition to your rights under clause 5., you may cancel the contract in the following circumstances:

9.1.1 the Council has materially breached the agreement;

9.1.2 you are diagnosed with an illness or you suffer from a medical condition that affects your ability to obtain the benefits of the Venue; or

9.1.3 you move house and, as a result, the Venue is no longer within a [25 mile] radius from your new home provided you have given the Council at least 14 days’ written notice of cancellation to the address or e-mail address set out in clause 2.2 and you have provided to the Council such evidence as it may reasonably require of your medical condition or new address (whichever is relevant) or in the case of material breach, before giving the cancellation notice provided the Council with details of the breach and given the Council at least 14 days to remedy it and on cancellation a refund will be given in accordance with and subject to clause 9.3 below.

Cancellation by the council

9.2 The Council may cancel the contract with you immediately at any time on written notice to you if you breach any of these Terms and Conditions, the Venue terms and conditions referred to in clause 3 or if you misuse your Season Ticket in any way, such as (for example but without limitation) transferring or selling or attempting to transfer or sell your Season Ticket to another person or allowing another person to use your Season Ticket.

Refunds on cancellation

- 9.3 Where a refund is due to you in accordance with these terms and conditions the Council will reimburse you by a payment into the account from which payment for the Season Ticket was originally made or nominated bank account, in respect of any amounts to which you are entitled. Any refund will be calculated in accordance with this clause and will be based upon the unused portion of the Period from the date upon which a valid notice of termination becomes effective, to the date upon which your Season Ticket would otherwise expire. You will not receive any refund if the Council cancels the contract in accordance with clause 9.2 or you cancel the contract in accordance with its terms, but the unused portion of the then current yearly Period is less than 90 days.

Council's rights to make changes to and/or suspend access to the Venue

- 9.4 The Council may at the Council's discretion make changes to the Venue and/or suspend access to the Venue or any part where reasonably necessary including without limitation, for the purposes of improvement, for the purposes of repair and maintenance, in emergencies, for example to deal with a security threat, to address legal or regulatory requirements, for health and safety purposes and on the grounds set out in clauses 9.5 below:
- 9.5 The Council will not be liable or responsible for any failure to perform, or delay in performance of, any of the Council's obligations under these terms and conditions, including without limitation for failing to make the Venue or any part available, as a result of a "Force Majeure Event". For the purposes of these terms and conditions a Force Majeure Event is any act, event, non-occurrence, omission or accident beyond the Council's reasonable control including without limitation, the following:
- 9.2.1 extreme adverse weather conditions;
- 9.2.2 interruption or failure of utility service, including but not limited to electric power, gas or water;
- 9.2.3 any pandemic, epidemic or other health emergency or lock-down issued by the United Kingdom government, and any period of self-isolation or shielding required by the Council's employees or agents or subcontractors as a result of following prevailing Government guidance during the course of a pandemic, epidemic or other health emergency;
- 9.2.4 strikes, lock outs or other industrial action;
- 9.2.5 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- 9.2.6 fire, explosion, flood, earthquake, subsidence, epidemic or other natural disaster.
- 9.6 The Council will wherever reasonably possible, notify you in advance or as soon as possible thereafter, of any action the Council intend to take or have taken pursuant to clause 9.5 above and such notification will be given in accordance with clause 2.4 above:
- 9.5 Where, it has become necessary for the Council to close the Venue or a substantial part for a period in excess of 28 days you shall be entitled to cancel the contract by the provision of 14 days' notice to the Council and you will receive a refund in accordance with and subject to clause 9.3.

10 The Council's liability to you

- 10.1 The Council will use reasonable skill and care in performing its obligations under the contract, however the Council's responsibility to you is limited and the Council will only be responsible to you as set out below.
- 10.2 The Council is responsible to you for any death or personal injury you may suffer arising from its, its servants' or its agents' negligence and is also liable for any loss arising for its fraud or fraudulent misrepresentation or where otherwise it would be unlawful for the Council to exclude its liability. Nothing in these Terms and Conditions shall exclude that liability.

- 10.3 The Council shall be responsible for direct loss of or damage to your property which arises as a result of our negligence or dishonesty, or our servants' or agents' negligence or dishonesty.
- 10.4 The Council accepts no responsibility to you for any of the following types of loss which you may suffer as a result of your use of your Season Ticket:
- 10.4.1 loss which was not foreseeable by you or the Council when the Council entered into the contract (even if that loss results from our failure to comply with these Terms and Conditions or our negligence);
- 10.4.2 any business loss you may suffer, including loss of revenue, profits or anticipated savings (whether those losses are the direct or indirect result of the Council's default);
- 10.4.3 loss which you suffer other than as a result of the Council's failure to comply with these Terms and Conditions or our negligence or breach of statutory duty.
- 10.5 Save as otherwise provided for in these terms and conditions, the Council's maximum aggregate responsibility to you arising out of or in connection with the contract or these Terms and Conditions, whether in contract, tort, negligence or otherwise, shall in no event exceed the annual Season Ticket price you have paid.

11 Communications

- 11.1 By providing the Council with your email address, you agree to receiving communications and information from the Council by email and acknowledge that all contract notices, information and other communications the Council provide to you electronically comply with any legal requirement that such communication be in writing.
- 11.1 You shall give any notifications required to be made by you in accordance with these Terms and Conditions in writing. All notices must be sent to either the e-mail or postal address for the Council given in clause 2.2.

12 Data protection

- 12.1 The Council will only use your personal information in accordance with our privacy policy, details of which can be found here: www.southampton.gov.uk/privacy

13 Waiver

- 13.1 If the Council fails, at any time during the term of the contract, to insist upon strict performance of any of your obligations under the contract, or if the Council fails to exercise any of the rights to which the Council is entitled under the contract, this shall not constitute a waiver of the Council's rights or remedies and shall not relieve you from compliance with your obligations.
- 13.2 A waiver by the Council of any default by you shall not constitute a waiver of any subsequent default by you of your obligations.

14 Severability

- 14.1 If any provisions of the contract are determined by a competent authority to be invalid, unlawful or unenforceable to any extent, such term will, to the extent that it is invalid or unlawful, be severed from our contract which will continue to be valid to the fullest extent permitted by law.

15 Subtracting, assignment and third party rights

- 15.1 You are not entitled to assign, charge, sub-contract or transfer the contract or any part of it without the Council's prior written consent. The Council may assign, charge, subcontract or transfer the contract or any part of it to any person.
- 15.2 Any person who is not a party to the contract shall not have any right to enforce any term of the contract which expressly or by implication confers a benefit on that person.

16 Entire agreement

- 16.1 This is the entire agreement between you and the Council. Each party acknowledges that in entering into this contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract.

17 Law and jurisdiction

- 17.1 This contract shall be governed by and interpreted in accordance with English law. To the fullest extent permitted by law, you and the Council shall bring all court proceedings in the courts of England