

References to “us” and “we” are to East Horton Limited. References to “member” and “members” are to any person who is a member of East Horton Golf Club (the “Club”) in accordance with these terms and conditions and references to “membership” are to membership of East Horton Golf Club. Except where expressly agreed otherwise by us in writing every member shall be subject to these terms and conditions. We reserve the right to use discretion in all matters relating to membership.

### Membership

All memberships are non-proprietary and no member shall have any interest in or to any asset of the Club. Payment by any member of joining fees, subscriptions, dues and charges to us does not grant to such member any stock ownership, equity, voting rights, any interest in real estate or operational control, but only gives the member the right to use the Club facilities for the term of that member's membership and on these terms and conditions. We may offer a range of membership categories from time to time and may alter, withdraw or vary any category or categories at any time and without notice.

### Joining

Any person wishing to become a member shall complete the appropriate application form and return it to us with the appropriate fees. We may require additional information as is deemed relevant to evaluate any application and reserve the right to refuse any application for membership without recourse and without giving reason. Membership runs from 1st May each year to 30th April in the following year and is for a minimum of 12 months although may be pro-rated if starting after 1st May. On payment of any joining fee and subscription a member will receive a membership card and bag tag. The membership card and bag tag must be returned to us on termination or expiry of membership for any reason. Any incentive offered by us from time to time is of limited duration and cannot be claimed by an existing member or by a new member after the advertised closing date.

### Joining Fees and Subscriptions

Subscriptions shall be paid by all members annually in advance on or before 1st May in each year. A member joins each year for a minimum period of 12 months unless joining partway through a membership year in which case the member is responsible for his/her subscription up to the next 30th April. Members shall pay such joining fees, subscriptions and other sums as we may from time to time determine. Such payment shall be made before a member is permitted to enjoy the facilities of the Club. Joining fees and subscriptions are non-refundable and cannot be transferred. All subscriptions shall be paid annually by 1st May or in installments as agreed with us in our sole discretion. Late payment may mean termination of membership. Changes to downgrade membership are not permitted until the subsequent 30th April. Non-payment by any member of any fees, subscriptions or other sums due may be assumed by us as resignation by that member from the Club.

### Golf Course closure and adverse weather conditions

We reserve the right to close the course in full or in part or otherwise to restrict access onto the course in our sole discretion at any time and without notice. Any such closure or restriction shall not entitle any member to any refund of any fees, subscription or other sums paid.

### Resignation, Suspension and Expulsion of Members

All membership resignations must be in writing. Notice to leave no earlier than the next 30th April may be sent to us at any time throughout the membership year. Any and all fees, subscriptions and other sums due must be paid in full before the notice of resignation becomes effective and a member is not entitled to a refund of any fees, subscriptions or other sums if notice to resign is given by that member to us at any point before the next 30th April. If we feel that

any member has brought the Club into disrepute or harmed the name of the Club, we may by giving notice to that member and without any liability suspend that member and/or terminate his or her membership. Acts deemed to bring the club into disrepute include, but are not limited to:

- behaviour unbecoming of a member;
- conduct which, in our sole and absolute discretion and opinion is considered abusive, and/or aggressive towards fellow members, guests and/or our staff;
- violations of any rules and regulations of the Club, including, without limitation, these terms and conditions and/or any rules and regulations circulated by us from time to time governing member conduct and the use of Club property and/or facilities;
- conduct which is disruptive, abusive, incompatible with or offensive or disagreeable to the members of the club, their families and guests;
- the non-payment of any fees, dues, charges or other indebtedness due and owing to the club;
- a serious or consistent breach of the rules of golf; and
- destruction or defacing, theft, damaging of and/or removal of Club property.

### Guests

Guests must be paid prior to arrival at the Club. Members must ensure that their guests abide by all rules of the Club and are responsible for their guest's behaviour and expenses. No person whose membership of the club has been terminated shall be admitted as a guest. We reserve the right to refuse admittance to any person as a guest to the Club in our absolute discretion and without liability.

### Liability

We accept no responsibility or liability to the fullest extent permissible by law for any of the following:

- death or personal injury to members or guests on our premises, unless caused by our negligence;
- motor vehicles and their contents while on our property;
- insurance of persons and/or property; or
- loss of or damage to any property of any member or guest.

While we have the appropriate insurances in place for a facility of its standing the club cannot accept liability for any personal loss or injury. We encourage all members and guests to ensure that they have their own insurance cover in place. We constantly update our security and health and safety policy, in our endeavour to ensure the safety of all members and guests. In return we ask that all members to take responsibility for their own wellbeing and possessions. Members must not allow their guests or children in their care to take any undue risk, physical or otherwise, that may result in damage, loss or injury.

### Dress code

Members and guests must always be dressed in a manner acceptable to us. We reserve the right to refuse access to anyone that we feel is inappropriately attired.

All members and guests must be suitably attired to play golf when using the golf course or practice facilities. Please refer to the dress code for a full interpretation of what is designated as suitable attire.

### General

If any provision of these terms and conditions shall be invalid or unenforceable, the remainder of such provisions and all other provisions of these terms and conditions shall remain valid and enforceable. No delay in exercising or non-exercise by us of any of our rights under or in connection with these terms and conditions shall operate as a waiver or release of that right. These terms and conditions shall be construed in accordance with English law and the English courts shall have exclusive jurisdiction to settle any disputes that arise under or pursuant to them