



## TERMS AND CONDITIONS OF COWDRAY PARK POLO CLUB MEMBERSHIP

These are the terms and conditions which will govern your membership with the Cowdray Park Polo Club Limited.

### 1. WHERE TO FIND INFORMATION ABOUT US AND OUR POLO CLUB MEMBERSHIP

- 1.1. You can find everything you need to know about us, the Cowdray Park Polo Club Limited (**we, us, our**) and our polo club activities, facilities and services on our website or from our sales staff before you apply for membership. We also confirm the key information to you in writing after you make your membership application, either by email or on paper.

### 2. CONTACTING US

- 2.1. You can contact us by telephone number 01730 813257, by writing to us by email at [members@cowdraypolo.co.uk](mailto:members@cowdraypolo.co.uk) or Cowdray Park Polo Club Limited, Estate Office, Cowdray Park, Midhurst, West Sussex, GU29 0AQ. If we have to contact you we will do so using the contact details that you provided to us in your membership application. Please notify us promptly if your contact details change.
- 2.2. If you think there is something wrong with your membership of our polo club or our polo club activities, facilities and services, you must contact our customer service team using the contact details above.

### 3. MEMBERSHIP

- 3.1. If you wish to apply for membership of our Cowdray Park Polo Club (**Membership**) you must complete an online Application for Membership form at [www.cowdraypolo.co.uk](http://www.cowdraypolo.co.uk).
- 3.2. We will contact you to confirm we have received your order and then we contact you again to confirm if we have accepted your application for Membership.
- 3.3. We may decline any application to become a member or for renewal of Membership and shall not be obliged to give any reason for doing so. Membership is strictly at our discretion.
- 3.4. The number of members at any time is decided by us.
- 3.5. Members shall be invited to renew their Membership annually through payment of the annual fee. The amount of this fee will be determined by us at our discretion.
- 3.6. If we reject your application for Membership (or renewal of your Membership) we will let you know as soon as possible and refund any sums you have paid for the relevant Membership.
- 3.7. No third parties have the right to grant honorary Memberships. Memberships (including honorary Memberships) can only be granted by us.

### 4. MEMBERSHIP TERM

- 4.1. Your Membership is valid for one calendar year commencing on 1<sup>st</sup> January and ending on 31<sup>st</sup> December of the following year. Membership purchased from October onwards will commence

on 1<sup>st</sup> January of the following year. You are not entitled to any discount on the Membership fee if you buy Membership part way through the year.

- 4.2. Your Membership will not be renewed unless a request to do so is made or you have renewed online.
- 4.3. If you cancel, suspend or terminate your Membership during the year (except where we have received notice that you are exercising your legal right to cancel in accordance with clause 10), you will not be entitled to receive any refund of the annual fee either in whole or in part.

## **5. WE CAN CHANGE THESE TERMS AND THE MEMBERSHIP**

- 5.1. We can always change the polo club activities, facilities and services and these terms:
  - 5.1.1. to reflect changes in relevant laws and regulatory requirements; and
  - 5.1.2. to make minor technical adjustments and improvements, for example to address a security threat.
- 5.2. We can suspend your Membership or access to the polo club activities, facilities and services. We do this to:
  - 5.2.1. deal with technical problems or make minor technical changes;
  - 5.2.2. update the polo club activities, facilities and services to reflect changes in relevant laws and regulatory requirements;
  - 5.2.3. make changes to the polo club activities, facilities and services; or
  - 5.2.4. investigate a complaint made about us or any of our members.
- 5.3. We reserve the right to change these Terms and Conditions from time to time. The terms that apply to your contract with us will be the ones that were in place at the time you place your order for Membership or any renewal of your Membership.
- 5.4. We can suspend your Membership and access to any or all of the polo club activities, facilities and services if you are in breach of these terms, in breach of our Code of Conduct or if we have the right to terminate our contract with you. We will endeavour to give you notice if we are going to suspend your Membership and access to any or all of the polo club activities, facilities and services. Our right to suspend your Membership is in addition to and does not affect our right to terminate your Membership.

## **6. RULES OF THE CLUB**

- 6.1. These terms and our "Code of Conduct" (as amended from time to time) govern the contract between you and us. You can find a copy of the Code of Conduct on our website at [www.cowdraypolo.co.uk](http://www.cowdraypolo.co.uk) or by asking one of our customer services team for a copy. If you do not comply with our Code of Conduct we may suspend or terminate your Membership.
- 6.2. You must also comply with signs, notices and information intended for your safety and security, and the safety and security of others, at our premises

## **7. MEMBERSHIP BENEFITS**

- 7.1. When a contract is formed between you and us you will be entitled to the benefits outlined in your pack at the time of purchase. Full details of each year's benefits of Membership can be obtained online at [www.cowdraypolo.co.uk/membership](http://www.cowdraypolo.co.uk/membership).

- 7.2. We reserve the right to vary or cease to provide each and any benefits and shall not be required to provide any alternative benefit(s).
- 7.3. You must not sell or transfer your Membership benefits such as merchandise discounts to third parties. We may terminate or suspend our contract with you or suspend and terminate the contract or refuse your subsequent application for Membership if you do not comply with this clause.

## **8. MEMBERSHIP FEES**

- 8.1. Membership fees are payable upon renewal for social members and either by 6<sup>th</sup> April 2026 or within 7 days of receipt of invoice for playing members.
- 8.2. If you do not make payment to us when it is due we may suspend your Membership, withhold Membership benefits and may terminate your Membership.
- 8.3. Membership fees must be paid for the duration of the Membership term regarding or whether or not you make use of the polo club events, facilities or services. We will not refund any Membership fees to you if you do not attend or use any of the polo club events, facilities and services made available to you via your Membership.
- 8.4. If any payment is overdue, we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us the interest together with any overdue amount.

## **9. YOUR OBLIGATIONS**

- 9.1. Dogs must be kept under control at all times while on our premises. Failure to adequately control dogs while on our premises and particularly during games and chukkas may result in the suspension of your Membership, expulsion from our premises and a fine. We also reserve the right to terminate your Membership with immediate effect.
- 9.2. Membership benefits are only for your use and may not be used by anyone else. Membership benefits must not be shared with your friends, family or third parties without our express written agreement.

## **10. YOUR LEGAL RIGHT TO CHANGE YOUR MIND IF YOU BOUGHT YOUR MEMBERSHIP OVER THE TELEPHONE OR ONLINE**

- 10.1. If you buy your Membership online or over the telephone or online you have a right to legal right to cancel your Membership within 14 days after the date we confirm the commencement or renewal of your Membership.
- 10.2. If you change your mind contact our customer services team: by email at [members@cowdraypolo.co.uk](mailto:members@cowdraypolo.co.uk) or by telephone on 01730 813257 or post it to us at Cowdray Park Polo Club Limited, Estate Office, Cowdray Park, Midhurst, West Sussex, GU29 0AQ. We refund you as soon as possible and within 14 days of you telling us you have changed your mind. If you cancel in accordance with this Clause (10.2), we will refund the full amount of Membership fee less the cost of any Membership activities, facilities and other services provided by us to you up to the date of cancellation. We will refund you by the method you used for payment.

## **11. OUR RIGHT TO TERMINATE THE CONTRACT**

- 11.1. We can end our contract with you for your Membership immediately and claim any compensation due to us if:
- 11.1.1. you commit a breach of these terms or the Code of Conduct and the breach, if capable of remedy, is not remedied within 7 days of us notifying you to do so

- 11.1.2. you do not make any payment to us when it is due and you still do not make payment within 14 days of our reminding you that payment is due;
  - 11.1.3. you provide false information to us when you submit your Membership application to us or at any time during your Membership;
  - 11.1.4. you cause damage to any of our property or possessions;
  - 11.1.5. you cause annoyance or a nuisance to other members or to our staff, polo players or polo horses;
  - 11.1.6. your dog causes delay to a polo game or is a danger to players, members or guests;
  - 11.1.7. 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;
  - 11.1.8. you do not, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to fulfil our obligations under our contract with you for example, your legal name and contact details;
  - 11.1.9. if you share, sell or transfer your Membership or any Membership benefits with third parties without our prior written consent;
  - 11.1.10. you do anything to bring us into disrepute, make a false statement about us or hold yourself out as authorised to make any statements on our behalf.
- 11.2. We have the right to terminate your Membership without reason, by giving you 30 days written notice. In such circumstances, we will refund any amount paid by you to us, for the Membership, for any period that you will no longer be a Member.
- 11.3. If we terminate your contract with us under clause 11.1 your right to access the polo club events, facilities and services will immediately end and we will not refund you any money that you have paid us in advance for your Membership for the remainder of the membership year.
- 11.4. If your membership is terminated for any of the reasons listed in Clause 11 you must re-apply for membership, should you wish to join the following season. Upon re-application the club may refuse your membership application and entry to any club grounds and facilities.

## **12. WE DO NOT COMPENSATE YOU FOR ALL LOSSES CAUSED BY US OR OUR SERVICES**

- 12.1. We are not responsible for loss, theft or damage to cars, other vehicles, the contents of vehicles and other personal property that you bring onto our premises. Any such items are brought onto our premises at your own risk.
- 12.2. We are responsible for losses you suffer caused by us breaking this contract unless the loss is:
- 12.2.1. Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable);
  - 12.2.2. Caused by a delaying event outside our control. As long as we have taken the steps set out in the clause 17;
  - 12.2.3. Something you could have avoided by taking reasonable action, including following our reasonable instructions for use;
  - 12.2.4. A business loss. It relates to your use of a product for the purposes of your trade, business, craft or profession.

### **13. PHOTOGRAPHY**

- 13.1. We and our affiliated photographers may take photographs and videos at our games and events. We may use these for marketing purposes. If you do not wish to your image to be used for marketing purposes you must inform the customer services team in writing to [members@cowdraypolo.co.uk](mailto:members@cowdraypolo.co.uk).
- 13.2. Our photographs and videos belong to us or our affiliated photographers (as appropriate). If you share links to our photographs or videos you must credit us and must not share the link in a manner or via a medium which is indecent or inappropriate or in any other way incompatible with our reputation. You must not copy or adapt our photographs, videos or other images without our prior written consent.
- 13.3. The taking of photography and sharing of images is strictly prohibited if a player is injured or treated by the ambulance service on our premises. The photography and sharing of images is strictly prohibited if a horse is injured or attended by a vet on our premises.

### **14. DATA PROTECTION**

- 14.1. How we use any personal data you give us is set out in our Privacy Notice

### **15. ANTI-BRIBERY**

- 15.1. We have put in place procedures to prevent any employees, agents or subcontractors from engaging in any conduct that would constitute an offence under the Bribery Act 2010 or which would result in liability for fraud, insolvency crimes or other corruption crimes. We require any person who is involved in any way with it, whether as an official, employee, member or guest or other associated person not to undertake any conduct which would or could constitute such an offence. Appropriate steps will be taken in relation to any person found to be in breach of this obligation. In the case of a member, this will result in immediate termination of your Membership.

### **16. DISPUTES**

- 16.1. We and the members should always seek to resolve any disagreements in a friendly manner and in good faith.

### **17. WE ARE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL**

- 17.1. If polo club events, facilities or services that are provided as part of your Membership are delayed by an event outside our control, such as adverse weather conditions or other natural disasters, illness of polo players or horses, epidemic or pandemic, road closures, any law or other action taken by the government or any public authority, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we will not compensate you for the delay and you will not be able to end the contract or receive a refund for your annual Membership fee.

### **18. OTHER IMPORTANT TERMS THAT APPLY TO THE CONTRACT**

- 18.1. We can transfer our contract with you, so that a different organisation is responsible for your Membership. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 18.2. You can only transfer your contract with us to someone else if we agree to this. We may not agree if you are in breach of the contract at the time you want to transfer your contract or if the new owner would not qualify for Membership at the time you seek to transfer the contract to them. We can require the new owner to prove you transferred the contract to them.

- 18.3. These terms and conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999. These terms and conditions are between you and us. No other person has rights under these terms and condition and no other person can enforce these terms.
- 18.4. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 18.5. Even if we delay in enforcing these terms, we can enforce them later. If we do not insist immediately that you do or do not do anything that you are required to do under these terms, or if we delay in taking steps against you in respect of breaking these terms, that will not mean that you will not have to do those things and it will not prevent us from taking steps against you at a later date.
- 18.6. These terms constitute the entire agreement between you and us and supersede and extinguish all previous and agreements, promises, assurances, and understandings between them, whether written or oral, relating to the members Membership.
- 18.7. These terms and conditions are governed by the laws of England and Wales and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.