



# MAURITIUS PORT LOUIS ASSOCIATION (UK)

Founded in 1990

## MPLA TERMS & CONDITIONS

### Our terms

#### 1. These terms

**1.1 Key terms used.** 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 April of each year.

**Association:** means Mauritius Port Louis Association (UK), 25 King Edward's Road, Enfield, EN3 7DA.

**Association Rules:** means our General Association rules (as amended from time to time), available at <https://mpla.uk/>

**Membership:** means your enrolment into the Association, upon the acceptance of your Membership Application by us.

**Membership Application:** means the application form to be completed by you, as provided by us, for the 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 April and expiring on 31<sup>st</sup> March.

**Start Date:** has the meaning prescribed to it in clause 5.1.

**We/us/our:** means Mauritius Port Louis Association (UK), registered in England and Wales.

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

**1.2 What these terms cover.** These are the terms and conditions which will govern your Membership with us.

**1.3 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.

#### 2. Contact information

**2.1 How to contact us.** You can contact us by telephoning us at 07940043511 or by writing to us at [mplauk01@gmail.com](mailto:mplauk01@gmail.com) or Mauritius Port Louis Association (UK), 25 King Edward's Road, EN3 7DA.

**2.2 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.

**2.3 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

#### 3. Our contract with you and the Membership

**3.1 How we will accept your Membership Application.** 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 the right not to offer you a Membership with the Association, without reason.

**3.2 What happens once we accept your Membership Application.** Following the acceptance of your Membership Application in accordance with clause 3.1, we will issue you with a Membership Number.

#### **4. Our rights to make changes or suspend access to the Association**

**4.1 Minor changes.** We may change the facilities offered by the Association: (a) to reflect changes in relevant laws and regulatory requirements; and (b) to implement minor technical adjustments and improvements, for example to address a security threat.

**4.2 Reasons for suspension.** We may have to suspend your Membership and/or access to the Association to: (a) deal with technical problems or make minor technical changes (b) update the facilities offered by the Association to reflect changes in relevant laws and regulatory requirements; (c) investigate any complaints that we receive about you; or (d) adverse weather conditions that affect the use of the Association and/or its facilities.

**4.3 Your rights if we suspend your access to the Association.** We will contact you in advance to tell you we will be suspending access to the Association, unless the problem is urgent or an emergency. If we have to suspend access to the Association 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 Association is suspended. You may contact us to end the contract if we suspend access to the Association, 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 Association is not provided to you. For the avoidance of doubt, refunds shall only be made where the provisions of this clause 4.3 apply.

#### **5. Membership Term**

**5.1 When your Membership will commence.** Your Membership will commence on the date notified by us to you when accepting your Membership Application (Start Date).

**5.2 Duration of the 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 5.3), until such time as the Membership is terminated in accordance with these terms.

**5.3 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 April, 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.

**5.4 Change to membership package.** We offer a range of membership packages, as further described on our website subject to the terms of each membership package, you may request to upgrade your membership package with us at any time during the Membership Term. We have the right, at our discretion, to decline such request. Where we accept your request to upgrade, we will notify you of the date that the upgrade shall take effect and, any change in the membership fee as a result of the upgrade. Mauritius Port Louis Association (UK) 2018-2019 Membership Terms and Conditions rev1

#### **6. Fees for the Membership**

**6.1 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 nonrefundable after 14 Day Cooling Off Period of which any golf played will be deducted according to applicable green fee.

**6.2 Membership fee.** Membership fees are calculated in accordance with the membership package that you have purchased (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 direct debit instalments. Where the Start Date is any date other than 1st April, your membership fee will be calculated on a pro-rata basis for the period of time between the Start Date and the first Annual Renewal Date.

**6.3 Direct debit payments.** If we are unable to collect the direct debit fee on the due date, you should immediately pay us the applicable fee for that month. If you do not do this, you accept that we will resubmit the request for the payment due to us and you may be charged by your bank for the resubmission request. We will not accept any liability or responsibility for any bank charges you accrue as a result of this happening. Where you fail to pay any amount due

to us by the due date for payment, we have the right to charge you interest at the rate of 4% above the base lending rate of Metro Bank Plc. You must pay us the interest together with the overdue amount.

**6.4 No refunds if you do not attend the Association.** Please note we will not refund any membership fees to you where you choose not to attend the Association. Membership fees must be paid to us for the duration of the Membership Term, regardless of whether or not you make use of the Association facilities or attend the Association.

**6.5 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.

## **7. Your right to suspend your Membership**

**7.1 Requesting a suspension.** You must apply in writing to the Association, [mplauk01@gmail.com](mailto:mplauk01@gmail.com) to suspend your Membership due to: (a) serious illness or other certified medical reason. In any event, you will need to provide us with suitable medical evidence (such as a doctor's note) confirming that you are unable to use the Association facilities and are unfit to play golf; or (b) loss of employment or redundancy. In such circumstances you will need to provide us with evidence that you cease to be employed and/or have been made redundant (such as a letter from your employer confirming the redundancy).

**7.2 If we agree to the suspension.** If we agree to suspend your Membership due to any of the reasons set out in clause 7.1, we will suspend your Membership for a minimum period of 1 month and a maximum of 12 months. Suspension of your Membership is at our sole discretion. During the suspended period, you will not be provided access to the Association or members benefits associated with the Association and we will not charge you for the Membership fees (if you pay on a monthly basis). If you have paid for the Membership fees in advance, we will credit your account with any amounts paid by you for the suspended period, as soon as reasonably practicable.

## **8. Our rights to terminate your Membership**

**8.1 We may end the contract (terminate your Membership) if you break it.** We may end the contract at any time by writing to you if: (a) you commit a serious breach of these terms or the Association 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 Association or any of our employees.

**8.2 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.

**8.3 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 Association 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 items belonging to the Association to us.

**8.4 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 Association. 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 Association.

**9. If there is a problem with the Association facilities How to tell us about problems.** If you have any questions or complaints about the facilities offered by the Association, please contact us. You can contact by writing to us at [mplauk01@gmail.com](mailto:mplauk01@gmail.com) or 25 King Edward's Road, EN3 7DA or alternatively, please speak to the committee.

## **10. Rules of the Association**

**10.1 These terms and the Association Rules** (as amended from time to time) govern the contract between you and us. You can find a copy of the current version of the Association Rules by logging onto the Members Area on the website or by asking for a copy from one of our staff members at the Association.

10.2 You must adhere to all signs, notices and information intended for your safety and the safety of others at the Association. For your safety, you must ensure that you are not in the path of moving golf balls, Associations or buggies at any time. 10.3 If you suffer an accident whilst at the Association premises or grounds, you must promptly report details of the incident to a senior member staff on duty. We do not accept liability for any accident or injury caused to you whilst at the Association, other than that which arises as a result of our negligence.

10.4 Should you find property that appears to be lost, this should be handed to a member of staff at the Association immediately. We will keep lost property in our possession for a maximum period of 3 months. If the lost property is not claimed within this period, we have the right to dispose of the property without notice.

## **11. Our responsibility for loss or damage suffered by you**

11.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. In any event, you must take reasonable care when using the Association facilities.

11.2 Where you sustain loss or damage as a result of us failing to comply with clause 11.1, you must notify of us of this in writing within 7 days of the alleged loss or damage occurring. Such notification must be sent to the committee at: [mplauk01@gmail.com](mailto:mplauk01@gmail.com)

11.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or, for fraud or fraudulent misrepresentation.

**11.4 Damage to your property.** We do not accept liability for your cars (or other vehicles), the contents of such vehicles or other property that you bring to the Association. All such items brought to the Association are brought at your own risk.

## **12. How we may use your personal information**

**12.1 How we will use your personal information.** We will use the personal information you provide to us to: (a) provide the Membership to you; and (b) process your payment for the Membership. You acknowledge that we are a data processor for the purposes of the Data Protection Act 1998 in respect of any of your personal information that we process.

**12.2 Third parties.** We will only give your personal information to third parties where the law either requires or allows us to do so.

**12.3 Photography Consent.** By attending the association events, Members, Members family & friends acknowledge and agree that photographs, video recordings, and other media may be captured for the purpose of documenting the event and promoting the organisation's activities. These images may be used in print, digital, and social-media platforms. If a participant does not wish to be photographed or recorded, they must inform the association in advance or notify a member of staff on arrival. Reasonable efforts will be made to accommodate such requests.

### **Children will never be named in any published material.**

If you do **not** want your child to appear in photos or recordings, please speak to a member of staff when you arrive. We will make every effort to ensure your child is not included. All images are handled responsibly and in line with data-protection requirements.

## **13. Other important terms**

13.1 We are not responsible for delays outside our control. If our performance of the contract 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 Association.

13.2 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.

13.3 You may only transfer your rights or your obligations under these terms to another person with our 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.

13.5 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.

13.6 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 Association, we can still require you to make the payment later.

13.7 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law, and you can bring legal proceedings in respect of the Membership in the English courts.