

Foymore Lodge Shooting School Membership Scheme Terms & Conditions

February 2009

1.NAME

The name of the scheme shall be The Foymore Lodge Shooting School Membership Scheme and the address shall be, Foymore Lodge Shooting School Limited, 105 Dungannon Road, Portadown, Co Armagh, BT62 1QA, Northern Ireland.

2.CONSTITUTION

The membership scheme is offered by the Owners of Foymore Lodge Shooting School Limited whose registered office is at 105 Dungannon Road, Portadown, Co Armagh, BT62 1QA, Northern Ireland.

The Owners shall provide premises, equipment and other facilities to members of the scheme, and everything reasonably necessary for carrying on the membership scheme in accordance with these Terms & Conditions. It will be responsible for all financial matters in connection with the membership scheme including the engaging and management of staff, and all other related matters. The premises will be open to members at such hours as the Owner may from time to time specify, but usually will be between 10.00am and 8.00pm Tuesday to Friday inclusive, 10am and 6pm Saturdays (4pm closure during winter months) weather and light permitting. If any/all of the facilities are closed to members for any reason then advance notice of such closures will be posted (if at all possible) on the notice board and there will be no liability to any member or guest for such closure.

3.OBJECTS

The membership scheme is formed to promote and encourage clay pigeon shooting and associated recreational entertainment amongst the scheme members.

4.MANAGEMENT

The Owner shall be responsible for the management of the membership scheme in each and every respect and may delegate this responsibility (or any part thereof) to any person from time to time who will be called the Manager or to any agent chosen by the Owner. This will include availability of the shooting and recreational facilities, engagement and management of all staff, control of prices and charges for all goods and services provided.

5.PARTICIPATION OF THE MEMBERSHIP SCHEME

Membership scheme participation shall entitle members to the use of the facilities (subject to these terms and conditions) and to any membership scheme benefits and privileges as specified by the Owner.

6.ADMISSION

Admission to the membership scheme shall be at the sole discretion of the Owner. The decision of the Owner on whether or not any candidate shall be admitted shall be final and the Owner shall not be required to give any reason for its decision.

Every candidate applying for membership to the scheme shall complete and lodge with the Manager an appropriate application form stating the applicant's name, age and contact details as well as any required photographs. The applicant shall be admitted at such times as the Owner shall decide. Any omission from or inaccuracy in the particulars relating to, or description of, any applicant shall render his/her admission voidable at the discretion of the Owner. Participation in the membership scheme shall run from year to year on a date decided by the Owner. Immediately upon the admission of a member to the scheme he or she shall be entitled to all benefits and privileges of the scheme and shall be bound by these Terms & Conditions.

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7.HONORARY MEMBERS

The Owner shall have the power to appoint Honorary members to the membership scheme on such terms and conditions as it thinks fit.

8.SUBSCRIPTION, FEES, CHARGES

The amounts of membership scheme fees, subscriptions, guest fees, usage prices, timing of payment and all other sales, prices and charges shall be determined from time to time by the Owner and be displayed at the premises.

All membership scheme fees and subscriptions shall be paid as demanded.

9.CESSATION FROM MEMBERSHIP SCHEME

Cessation of the membership scheme shall be:

- a) By notice in writing addressed to the Owner or Manager resigning from the membership scheme.
- b) By failure to pay the annual membership scheme fee within two weeks of it falling due and written demand having been made. In the interim no person whose membership scheme subscription is not up to date will be entitled to membership benefits.
- c) The Owner or the Manager in their absolute discretion and without being required to assign any reason, terminating or suspending the person from the membership scheme.

Membership scheme subscriptions MAY NOT be reimbursed in whole or in part under any circumstances.

10.RIGHTS OF MEMBERS

A duly admitted and paid up member shall be entitled to all benefits and privileges of the scheme and shall be bound by the rules of the membership scheme for the time being so in force but shall acquire no proprietary rights in the premises or in any of its facilities.

11.MEMBERSHIP SCHEME PROVISIONS

All members must produce their membership scheme cards on entering the premises and when requested to do so by a member of staff.

Membership scheme cards are not transferable and any member who allows his/her card to be used by a non-member shall be liable to immediate termination of the membership scheme.

All persons entering the facilities do so at their own risk.

Neither the Owner nor the Owners employees will be responsible for any loss or damage to property or any other articles of value belonging to members or their guests or visiting persons, howsoever caused.

Members and guests must abide by current Northern Ireland Firearms Legislation when using the membership scheme facilities.

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All members and their guests are ADVISED to wear ear protection, hats and safety glasses when shooting or in the proximity of shooting and must obey all other instructions either given by the Manager, authorised staff or posted on the facility notice board.

The Owner, the Manager or the facility staff may exclude, refuse admission or eject any member or guest of a member from the premises and grounds without giving any reason for such exclusion, refusal or ejection. If any member fails to comply with the Terms & Conditions whilst on the premises or in the opinion of the Owner or Manager conducts himself or herself whilst on the premises in such a manner as brings the membership scheme into disrepute, the Owner or Manager may in their absolute discretion either caution or suspend or expel any such member without assigning any reason for such action or giving any explanations to such a member. Any dangerous or careless act will be an automatic reason for immediate termination of the member from the membership scheme.

12.GUESTS

The introduction of a guest shall be the responsibility of the member who must ensure that his or her guest strictly observes the Terms & Conditions and any other Regulations from time to time in force and they must be accompanied by the member at all times. No person whose membership scheme participation has been terminated under rule 9 hereof or whose application for participation in the membership scheme has ever been rejected shall at any time be introduced as a guest. Any person admitted as a guest shall be 18 years of age and over. Guests under 18 years of age may be admitted by prior arrangement only and will not be allowed to participate in clay pigeon shooting activities. Each member is entitled to bring along 4 guests per year. Those guests are entitled to reduced rates on targets only during the 4 visits, after which he/she may apply to become a member of the membership scheme, enabling full membership benefits.

13.GAMING

There shall be no gaming allowed to take place on the premises other than by virtue of any permit or licence issued to the member(s) of the membership scheme.

14.ALTERATIONS TO THE RULES

The Owner may from time to time, add to, repeal or amend any of these Terms & Conditions and may in addition make other Regulations from time to time. Notice of such amendments or Regulations shall be displayed at the premises. All such amendments or Regulations shall be binding on all membership scheme participants.

15.INTERPRETATION OF RULES

The Owner shall be the sole authority for the interpretation of these Terms & Conditions and Regulations made from time to time by the Owner. The decision of the Owner upon any question of interpretation or upon any matter affecting the membership scheme and not provided for by these Terms & Conditions or Regulations shall be final and binding on all members of the scheme.

16.COMPLAINTS

All complaints shall be made directly to the Manager or the Owner (at its registered office), and if required by them shall be in writing. In no instance shall an employee of the Owner be reprimanded directly by a member of the scheme, nor shall complaints be made to such an employee.

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17. PROPRIETOR'S PROPERTY

No members of the scheme shall move or permit to be removed from the premises, under any pretence whatsoever, any property of the Owner or shall damage any goods, facilities or property of the Owner.

18. PAYMENT OF EXPENSES

Members are required to pay for all goods and services they or their guests purchase before they leave the premises. No credit whatsoever is given.

19. ADDRESSES OF MEMBERS

Every member of the scheme shall ensure that at all times the Owner is in possession of his/her main home address to which any correspondence should be addressed. Any letter or notice sent by post to such an address shall be deemed to have been received 48 hours after it was posted.

20. DRINKING AND SHOOTING

No member or guest who has been drinking alcohol can use the shooting facilities as directed by the Owner or Manager.

21. CARTRIDGES

All membership scheme participants and their guests must shoot such cartridges as are allowed by the Owner to be used on site. An approved list is displayed in the premises.

22. DISSOLUTION

The Owner may at any time in its absolute discretion and without prior notice, temporarily close the premises and by giving written notice displayed outside the premises dissolve and close down the membership scheme. If such dissolution and closing down occurs, the membership scheme shall be deemed terminated and members shall have no rights or claims against the Owner.

23. BOOKING

A booking system to ensure orderly use of the shooting facilities will be used and priority will be given to those members and their guests who have booked. Members and guests who do not book may only use the facilities if they are free. No pre-booking of more than 14 days is allowed.