



No. 1

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 40 of 2026

BETWEEN:

LAURA JANE BAMFORD

Plaintiff

AND:

CAYMAN ISLANDS SPORT
SHOOTING ASSOCIATIONDefendant

To the Defendant

CAYMAN ISLANDS SPORT SHOOTING ASSOCIATION,
ATRIUM CORPORATE LIMITED,
P.O. BOX 2575, 5TH FLOOR, The Piccadilly Centre,
28 Elgin Avenue, George Town, Grand Cayman,
KY1-1103, Cayman Islands

THIS PLAINT has been issued against you by the above – named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Plaintiff on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 30 day of MARCH 2026

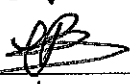
See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

AND the Plaintiff claims:

- 1 The sum of C1 \$250.
- 2 Interest in the sum of \$ Interest calculated at the prescribed rate from 28 February 2026 to date.
- 3 Fixed costs of \$ C1 \$150, alternatively costs to be assessed.
- 4 The Defendant is to dispose of all personal data held on the Plaintiff, including but not limited to:
 - a) the colour-copy ID given at the introductory session
 - b) photographs submitted during the application
 - c) the Police Clearance Certificate
 - d) address, wherever such provided


Plaintiff's Signature

Plaintiff's address for service

32 YARL, LINFORD PIERSON HIGHWAY,
GEORGE TOWN, GRAND CAYMAN

PARTICULARS OF CLAIM

Parties

1. The Plaintiff is an individual residing in the Cayman Islands.
2. The Defendant is a private members' non-profit club operating in the Cayman Islands.

Background

3. On or about May 2023, the Plaintiff submitted a membership application via the Defendant's website.
4. On 11 January 2026, the Defendant emailed the Plaintiff to enquire whether the Plaintiff remained interested in proceeding with the membership application.
5. On 11 February 2026, the Defendant invited the Plaintiff to attend an introductory session for prospective members, scheduled for 9am on 28 February 2026.
6. The invitation is addressed to "*Prospective Member*" and refers to the Plaintiff as an "*applicant*". [EXHIBIT A]
7. The Plaintiff was required to make a CI\$600 payment to "*secure a place at the introductory session*" and **before being provided with material information** necessary to decide whether to join the Defendant. [EXHIBIT A]
8. At no point prior to payment did the Defendant state that the CI\$600 was non-refundable or that any portion would be retained in any circumstances, nor were any membership terms or other material information provided in advance of the session, which could have clearly set out the Defendant's position.
9. Prior to payment, the Defendant did not provide material information, including on:
 - a. The club's rules;
 - b. Its facilities;
 - c. Its membership terms;
 - d. Its location;
 - e. Its hours of operation;
 - f. Its membership structure; and
 - g. Fees and costs, including firearms rental and ammunition costs. [EXHIBIT B]

10. After receiving material information at the introductory session, the Plaintiff elected not to proceed with the membership application and requested the Defendant to return the CI\$600. This refund request was communicated to the Defendant within approximately 90 minutes of the conclusion of the introductory session. **[EXHIBIT C]**
11. Subsequent to the introductory session and Plaintiff's refund request, the Defendant has stated for the first time that the payment was **non-refundable**. **[EXHIBIT C]**
12. It should have been incumbent on the Defendant to make the position clear at the outset if the payment was intended to be non-refundable.
13. A term permitting retention of a substantial sum is **onerous and unusual** and must be expressly brought to the Plaintiff's attention.
14. Subsequent to the introductory session and Plaintiff's refund request, the Defendant has characterised the payment as a **membership fee** conferring Provisional Membership. **[EXHIBIT C]**
15. At no point prior to payment did the Defendant state that Provisional Membership would be conferred to the Plaintiff upon payment. **[EXHIBIT A], [EXHIBIT D]**
16. The Plaintiff denies that any binding membership agreement was formed.
17. The Plaintiff could not reasonably accept membership terms without first being provided with the relevant information. **[EXHIBIT B]**
18. The Plaintiff contends that the payment was a deposit paid to access the introductory session and obtain material information necessary to decide whether to proceed with membership, and that if a Provisional Membership was sought following the New Member Introductory Session, that CI\$600 would have been applied to the Provisional Membership fee.
19. In requesting the refund, the Plaintiff offered, as a goodwill gesture, to allow the Defendant to "*deduct any costs for today*", anticipating that any **legitimate** deductions would be **modest** and **reasonable**.
20. In making this goodwill gesture, the Plaintiff anticipated that reasonable deductions would be made of approximately CI\$50, based on costs described in the Defendant's handbook and for the limited materials consumed by the Plaintiff during the introductory session.

21. The Defendant has refused to return the CI\$600 to the Plaintiff and stated that it intended to retain CI\$250, citing *"administrative and operational costs"* and *"costs associated with the application process and introductory session"*.
22. The Defendant did not disclose any such charges prior to the CI\$600 payment.
23. The Plaintiff subsequently offered a defined goodwill contribution of **CI\$75** and informed the Defendant that if the balance of **CI\$525** was not refunded by the specified date, the Plaintiff **intended to take legal action**.
24. The Defendant subsequently stated, **for the first time**, that the CI\$600 was a Provisional Membership fee which conferred membership upon payment. **[EXHIBIT C]**
25. The Defendant reiterated its intention to retain CI\$250 and subsequently deposited CI\$350 into the Plaintiff's bank account.
26. The Defendant has retained CI\$250 without the Plaintiff's agreement.
27. The Plaintiff contends that this **retention of CI\$250 is excessive**, and far exceeds any reasonable costs, and was **not agreed to** prior to the CI\$600 payment.
28. The Defendant has not provided a breakdown or calculation of the CI\$250.
29. The Defendant is a registered Non-Profit Organisation operated entirely by **volunteers** and does not pay salaries.
30. Any time spent reviewing membership applications and conducting introductory sessions is **undertaken in the Defendant's own interests**, in pursuit of **membership fees and a sustainable membership base** necessary to keep the club operational.
31. The Defendant has retroactively and unilaterally imposed terms and conditions on the Plaintiff.
32. The Plaintiff now **withdraws the goodwill gesture**.
33. Absent clear terms to the contrary, the Plaintiff's expectation that the payment would be refundable if membership was not taken up was reasonable, and on that basis the funds should be returned to the Plaintiff in their entirety.

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 40 of 2026**Between:**

LAURA JANE BAMFORD

Plaintiff**AND:**CAYMAN ISLANDS SPORT SHOOTING
ASSOCIATIONDefendant**ACKNOWLEDGMENT OF SERVICE**

1 State Defendant's name and address -

2 State whether the Defendant intends to contest the action.

☐

Yes

☐

No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

☐

Yes

☐

No

4 If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaint is acknowledged accordingly._____
Defendant's Signature

Dated this _____ day of _____, 20____

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.