



## **MEMBERSHIP TERMS AND CONDITIONS and CLUB RULES**

### **INTRODUCTION**

1. The membership terms and conditions and club rules are written in conjunction with the Memorandum and Articles of Association.
2. The Board shall determine the Terms and Conditions and rules for the use of the Club and is empowered to make, repeal and amend them, and also to delegate their operation to the General Manager.
3. A copy of the Terms and Conditions and rules will be displayed in the club at all times (Article 6) and will also be available for inspection at reception and displayed on the club's website.

This document is to be read in conjunction with Articles 6&12 and comprises information regarding:

Membership

Fees

Facilities

Visitors

Conduct

Club premises and limitation of liability

Club policies are to be found on our website

### **MEMBERSHIP**

1. Membership is open to all, although the club reserves the right to refuse membership and admission to the premises to any applicant should the Board deem that refusing the membership is in the best interest of the club and its staff.
2. The membership agreement commences when their payment has been received. Payment also acts as confirmation that that member has read and agreed to the Terms and Conditions.
3. Membership starts on a date agreed by both parties and expires on the renewal date. These are specified on the online payment system. Membership cannot be cancelled during this period irrespective of a change to personal circumstance. Exceptions to this are at the discretion of the Operations Manager.
4. Every member will receive a membership card which must be swiped upon entry on every visit. Replacement cards will incur a fee of £1 to be paid to the club. Any person on the club's premises, or playing for any of the club's teams, may be asked for proof of membership, which must be freely given.
5. The club requires all those taking part in tennis coaching to become tennis members, except for specified introductory offers.
6. Membership is not transferable and must only be used by the registered member. Any misuse will result in the membership being cancelled.
7. The management of Thongsbridge Tennis and Fitness Club (TTFC) reserve the right to cancel any membership if the member is in breach of the rules or if their conduct, in the view of the management of TTFC, is offensive to customers and/or staff, or represents a health and safety danger.

8. Membership entitles a member to full use of the club's facilities during opening hours associated with the type of membership they have purchased.
9. Categories of membership and subscription rates shall be determined by the Board details of which are available on the website and at reception.
10. Membership can be temporarily frozen in the event of an injury, or a major operation, exceptions to this are at the General Manager's / Operations Manager's discretion , for a minimum of one month and a maximum of 3 months in any one membership year on receipt of a physio, hospital or doctor's letter. Alternatively, a tennis membership may be converted to a fitness membership during recovery. When a member is pregnant, her membership can be temporarily frozen for up to 6 months in the pre-birth and/or immediately post-birth period, on application to the Operations Manager.
11. If you pay by direct debit and you lose your employment and are subsequently unable to keep up with your payments under this contract, we may at our discretion, suspend payments for 2 months. This will then be reviewed.
12. Tennis coaches who generally supply 30 or more hours coaching provision per week shall be given free membership and shall be deemed senior members. In return tennis coaches shall be responsible for organising club tournaments, championships and club open days and can be approached for team selection.

## **FEES AND CHARGES**

1. The membership fee is due from the member to TTFC and is payable at the start of this agreement. Any portion of the membership fee will only be refundable in the event of TTFC being unable to provide the member with the membership services. Such refund would be calculated on a pro-rotta basis to the break in services experienced.
2. If you subscribe to a monthly direct debit contract, you are agreeing to remain a subscriber for the Minimum Period of the contract. If you cancel your subscription during the minimum period, we shall be entitled to a "termination payment". The termination payment will be the total of :
  - I. Any arrears
  - II. Any accumulated late payment charges that have been or will be incurred
  - III. The monthly subscriptions that would otherwise have fallen due before the end of the Minimum Period

If you fail to pay the arrears and accrued charges within 7 days of the date of a final notice, you will incur a charge of £30.00.

If you fail to make a payment on the subscription due date, you will incur a charge of £15.00. If you fail to pay any amount due under this agreement for a period of more than 2 calendar months, then we may pass the debt to a third party company for collection. The costs incurred by employing a third party company will be borne by you, including costs incurred in tracing you, should you have moved address without informing TTFC.

3. Members' subscriptions that are paid in full and coaching fees shall be paid on or before the due date. Late payment will incur an administration fee of £5 and could result in access to the facilities being withdrawn.
4. Studio class attendees must give a minimum of 2 hours' notice when cancelling a class. Any one who does not give ample notice or does not show up for a class will automatically receive an invoice on their booking account for £4. If the invoice remains unpaid after 2 weeks of receipt, the member's account will be blocked and class bookings will have to be made through reception until payment is made.
5. On occasions the club may run promotions: it is the final decision of the club's management to whom the promotion is available and the terms of the promotion.

## GENERAL TERMS OF MEMBERSHIP AGREEMENT

1. The member will advise TTFC immediately of any change to personal details.
2. **Giving notice to cancel.** When paying by direct debit, DFC will continue to collect your monthly subscription after the Minimum Period. Should you not wish to continue subscribing after the Minimum Period, you must give notice to cancel the contract at least one calendar month before the final payment of the Minimum Period. If you wish to cancel the contract at any time after the Minimum Period, you must give at least one calendar months' notice. The notice should be in writing or by email to [angela@thongsbridge.org](mailto:angela@thongsbridge.org) or call reception on 01484 687160.
3. The direct debit contract commences once you have indicated your acceptance of the contract. You have 14 full days after signup to cancel the contract for any reason. To exercise this right, you must inform us of this by email or telephone using the contact details [angela@thongsbridge.org](mailto:angela@thongsbridge.org) or 01484 687160.
4. The member agrees to comply with the rules of membership. TTFC may make reasonable changes to these rules at any time.
5. The member must cancel any advance court, gym or class booking as soon as they are aware that they can not attend their booking. Continuous misuse of the booking system could result in a temporary block to their on-line booking account, resulting in bookings having to be made through reception.
6. TTFC reserves the right to make changes to any memberships, court bookings, coaching groups or classes, where it is beneficial to the running of the club.
7. When a member has paid funds on to their account, these are paid directly to the club's bank account and TTFC policy is not to allow payback. Funds may be added at any time to spend solely at the club.
8. TTFC may assign the benefit of this agreement - and TTFC's rights thereunder - to a third party on notice to the member.
9. The membership agreement is governed by English Law.

## FACILITIES AND SERVICES

1. Details of facility opening times and age restrictions are available at reception and on the TTFC website: [www.thongsbridge.org](http://www.thongsbridge.org).
2. Members may not loan their membership card or permit its use by anyone else.
3. TTFC reserves the right to close the club or areas of the club from time to time at the management's discretion. E.g. for maintenance repairs, refurbishment, cleaning, local emergencies and bank and public holiday periods
4. Opening hours are subject to change by TTFC giving advance notice to members where reasonably practical.

## LIMITATION OF LIABILITY

1. Members must secure their personal belongings either on their person or in the lockers provided by TTFC at all times whilst using the club's facilities. TTFC, its employees, agents or sub-contractors, will not be liable for any loss, damage or theft of any property brought onto TTFC premises.
2. Members are responsible for ensuring their correct operation or use of any TTFC facilities and/or equipment (including adjusting levels or settings of gym equipment). If a member is in any doubt about how to correctly operate any equipment, the member must consult the appropriate member of staff before use.
3. Some areas of TTFC are unsupervised and TTFC does not accept responsibility for any harm or injury to an unsupervised member unless caused by our employees, agents, sub-contractors, or by our negligent act or omission.

4. Some Personal Trainers operate in our club on a self-employed basis. Any service they provide to you constitutes a contract between the Personal Trainer and the member. TTFC accepts no responsibility for breach of contract or negligence caused by a self-employed Personal Trainer.

## **CONDUCT**

1. TTFC deems that any inappropriate behaviour or abuse against its staff, coaches and anyone using the facilities is totally unacceptable and will not be tolerated. If any such behaviour occurs, the club will take appropriate action up to and including withdrawal of club membership and banning from the premises.
2. Members will not abuse the facilities or equipment at TTFC and will be required to pay for any damage to property where they have wilfully or negligently caused such damage.
3. Appropriate clean clothing and shoes must be worn at all times in the club (and during classes unless specifically otherwise advised by an instructor).
4. Children under 5 years of age shall not use the spiral staircases and upper viewing gallery areas in the café-bar area without direct supervision of an adult.

## **MISCELLANEOUS**

1. TTFC reserves the right to use any photographs of TTFC facilities (which may include you, provided your inclusion is incidental) for press and promotional purposes provided reasonable notice is given.
2. TTFC's failure to enforce its rights at any time, for any period and for whatever reason, will not be construed as a waiver of such rights; neither will any failure to identify or act upon a member's breach of the terms of their membership agreement be deemed an affirmation by TTFC that the member's behaviour is acceptable.

## **VISITORS**

1. Members introducing guests to the club to use any of the facilities shall ensure that the correct visitor fee is paid at reception and shall be responsible for the conduct of their visitors. No tennis member's guest shall be allowed to play more than five times a year at the reduced rate, unless playing in the club's pay and play scheme. Other non-members must pay the appropriate fees at reception.
2. Non-members, including users of the studio, shall have access to the club's café/bar area and washroom facilities.
3. Non-members are not allowed to use the saunas.

## **CLUB PREMISES**

1. The rules must comply with the requirements of the Licensing Act 2003.
2. Members must be aware of the fire and emergency exits and the position of fire extinguishers and the fire assembly points.
3. Smoking is not allowed in the club, indoor courts and other playing/fitness areas. A designated smoking area is available opposite the club entrance and is marked accordingly. This is the only place where smoking is allowed. E cigarettes are only permitted in the designated smoking area.
4. Dogs (other than guide dogs) and other pets are not allowed in the club buildings or any playing/fitness areas. Dogs on a lead are allowed on the grass banking by Court 5, via access around the perimeter of the indoor courts and not through the club. Any other arrangement is at the discretion of the General Manager. Owners must take responsibility for their dog's behaviour and clear up any fouling, which should be removed from the site. If a dog is causing a nuisance the owner can be asked by staff to remove the dog from the premises.
5. Bicycles are not allowed in the club buildings or any playing/fitness areas but must normally be stored securely in the cycle racks provided .

6. Any damage to the club premises or its contents must be reported to a member of staff immediately.
7. The club may hire the club premises, or part thereof, to any member or other party for purposes and periods as deemed appropriate. The club premises shall not be used for party political or sectarian religious purposes.
8. The speed limit of 5mph within the club grounds must be observed.
9. Members must park in the marked parking spaces, and respect the disabled parking provisions and drop off areas. Exceptions will be made for vehicles loading and unloading

## TENNIS

### **Court etiquette**

1. Suitable sports clothing and shoes with non-marking soles shall be worn on outdoor and indoor courts at all times.
2. In the interest of the safety of players and good manners, members should not walk across the back of a court when play is in progress.

### **Outdoor courts**

1. A booking system is in operation on all outdoor courts and is managed by the reception staff. Members can make bookings by telephone, at the kiosk, in person at reception or online. The status of bookings and the future availability of courts can be seen at reception and online. Members are requested not to extend court bookings over 90 minutes at busy times, allowing other members to book courts. Members must notify reception or amend their booking online when they are cancelling an outdoor court booking. At certain times priority is given to league matches, club tournaments, coaching sessions and other events.
2. Intermediate members over 17 years of age may play at times available for senior members.
3. Intermediate members under 17 years of age and deemed proficient by the coaches also may play at times available for senior members.
4. The Board is empowered to make rulings on matters concerning club play.
5. Floodlights cannot be used after 10.30pm.

### **Indoor courts**

1. A booking system is in operation on all indoor courts and is managed by the reception staff. Access is via the club. Members can also make bookings by telephone, at the kiosk, in person at reception or on-line. Members are requested not to extend court bookings over 90 minutes at busy times, allowing other members to book courts.
2. A court must be cancelled with more than 48 hours notice to receive a full refund. If a court is cancelled with less than 48 hours notice, then the court will become available again for others to book. If the court is booked you will receive a refund to the value of the booking ie if bought at a walk-on rate, the refund will be of the same value.
3. Non-spill bottle drinks only may be taken into the court area.
4. The start and finish of the winter season varies each year, but is usually around the first week in September to the first Monday after Easter.
5. Winter season block bookings (syndicates) are allocated by ballot, both peak and off-peak. Groups that are totally made up of club members are given priority in the ballot. Full details of dates, peak and off-peak times, fees, payment dates and ballot procedure will be available with ballot application forms. The times and courts allocated for coaching will be indicated. Members will be notified by email their allocation after the ballot.
6. Applications for winter season block bookings by non-members, at the relevant fee, will be considered once all member requests have been satisfied.
7. Exhibition play, holiday closures or other events may necessitate the transfer of a winter season booking to a later date, or alternatively provision of a refund.
8. In the summer season indoor courts are used mainly for the coaching programme and for the completion of matches which started on indoor courts, for block bookings and for occasional bookings. The indoor courts, if available, may be used for club evenings when the weather does not permit outside play and other arrangements do not conflict.

## **Teams**

The Board will ensure that appropriate selection procedures are in place for all representative teams.

## **Coaching**

The club runs a coaching programme for everyone, adults and children, from beginners through to first team players. Details of the programme fees and booking arrangements for coaching with the Head Coach and assistant coaches are available in the club. Courses and individual lessons, at stated rates throughout the year, take place using indoor and outdoor facilities.

## **FITNESS**

1. Suitable gym clothing and shoes/trainers with non-marking soles must be worn in the gym and studio.
2. In the interest of hygiene, members are respectfully requested to wipe down equipment after use.
3. Any broken equipment should be reported to a member of staff.
4. In consideration for other users, weights and other equipment should be put back into place after use.

## **JUNIOR AND INTERMEDIATE MEMBERS**

1. Junior members are required to abide by the junior Code of Conduct as approved by the safeguarding team. (see website)
2. No member under 18 years of age shall use the saunas.
3. Junior gym members aged 12-15 years can use the fitness suite with a parent/carer on peak membership or day pass.
4. Junior use of gym equipment is restricted to cardiovascular machines and resistance machines. Use of the free weights is only permitted with strict supervision and having taken an induction with one of the club's fitness instructor's on weight lifting.
5. All junior users must be accompanied by an adult fitness member or adult fitness visitor who has paid the visitor's fee, when using the gym. The associated adult is wholly responsible for the junior's health, safety and well-being while present at TTFC.
6. Junior members under the age of 14 cannot attend studio classes.

## **COMPLAINTS OR GRIEVANCES**

1. Any club member who wishes to raise a complaint should aim in the first instance to resolve it informally with a senior member of staff. However, if the complaint cannot be resolved informally, or the complaint relates to a staff member, the complaint should be set out in writing and forwarded to the club Chairperson.
2. The club Chairperson will nominate at least 2 Directors to deal with the complaint (one of whom may be the club Chairperson). Where appropriate they will arrange a meeting with the aggrieved member to seek to resolve the complaint.
3. If the complaint is not resolved to the satisfaction of the aggrieved member, he/she can appeal to the Board, setting out the grounds of the appeal in writing. Whenever possible, the complaint will be considered at the next Board meeting. The Board may, at its discretion, invite the aggrieved member to attend the Board meeting. The decision of the Board shall be final. (See complaints policy on our website)
4. The club shall not be responsible for any articles brought onto the club premises or grounds by any member or visitor.