

## Terms and conditions

To help you get the best out of the Club and to understand our responsibilities to you and Your responsibilities to us, please read these terms and conditions. The language We use should make these terms and conditions as clear as possible.

If you have any questions, any of the Directors will be happy to help you. These terms and conditions apply at all times and take priority over anything a member of our team has told you. These terms and conditions replace any previous versions.

### Definitions

“Club” – Quorn Tennis Club

“Member” – this means You who has entered into an agreement with Us to use the facilities provided by the Club. It does not mean that you become a member of Quorn Tennis Club Limited as set out in its articles of association.

“Membership Categories” – these shall be as follows:

- a. Adult Member: A Playing Member over 18 years old. An Adult member is also eligible to put themselves forward to participate in Club the volunteer committee (subject to selection process), and to vote on any committee proposals that may from time to time be put to the Adult membership. Note: This eligibility will only apply to fully paid up Adult members.
- b. Intermediate Member: A player who has reached 11 years old on the 1 January of the year of application and who has not yet reached 18 years of age.
- c. Junior Member: A player who has reached 5 years old on the 1 January of the year of application and who has not yet reached 11 years of age on that day.
- d. Social Member: A non-Playing Member of 18 years or over, entitled to access social events only, who is not entitled to play except as a Guest as set out below. A Social Member must be associated with an Adult Member.

You are entitled to use the facilities as specified under Your category of membership. Each category of membership may have certain restrictions, which only apply to that category of membership.

“Membership” - Any application for membership for persons below the age of 18 at the date of the application, will require the consent and signature by the parent or legal guardian of the applicant. Membership Fees will be based upon the age of the applicant on 1st of April of the membership year applied for.

“Membership Fees” – the annual fees payable by you to use the Club’s facilities. These are determined by Us annually and are set out on the Agreement. Your application will be reviewed and are accepted by Us dependent on whether You meet the criteria for membership in the chosen category and that We in our discretion consent to Your application.

“Notice” – We will accept notice by email (the email address is on the Club’s website). Your notice is not effective until We have received it. Fees will not normally be refunded for any

unused period of the membership year except as a gesture of goodwill in exceptional circumstances subject to Our discretion.

"Playing Member" - a Member entitled to use all Club playing facilities (subject to availability), and entitled to access Club coaching programmes, and access to Club organised play and competitions

"The Deep End" – this is a facility that has been developed by Rawlins Academy for the use of it and other organisations who have access to it by agreement. We have a room for use by the Club (The Club Room), and use of the two smaller changing rooms nearest to entrance to the Deep End nearest to the courts. Members will be supplied with access codes to use these areas and a mobile phone contact number to contact the facilities staff to allow access to the courts. You agree that under no circumstances will you divulge the access codes or mobile telephone numbers to non members without Our express written consent to do so. The door to the Club Room should not be left open or unlocked while unattended.

"We, Us, Our" – Quorn Tennis Club Limited

"You, Your" – the Member

#### Starting Your membership

You will need to pay a sum to cover Your Membership Fee from the day that you join. When you join, you will need to supply a digital photograph to Us. This is for use on Your membership card to allow us to check Your identity when you play at the Club.

Your Membership Fee is due every year and covers the year to come. You must pay for Your membership by making one payment each year within 7 days of submitting Your application form to Us .

#### Membership cards

As soon as possible after you make Your membership application, We will give you a membership card that you must use each time you play at the Club. We may refuse to allow you to play if you do not show Your membership card when requested.

If Your card needs replacing We will replace it free of charge.

Your membership is personal to you and you cannot transfer it to another person. You must not lend Your membership card to another person.

#### Other charges

There may be an extra charge for a small number of facilities and services such participation at Club tournaments or competing in the Leicestershire Doubles League. We will display the current charges on the Club Website and on the Club notice board.

#### Guests

If You introduce guests to Your club. You must:

- sign in any guests in the guest book;
- stay with the guests at all times; and
- make sure the guests are aware of, and keep to, our rules and regulations.

Guests must pay the appropriate Guest fee to use the facilities at the Club, and can only play a maximum number of 3 sessions per season. Once a Guest has used the maximum number of Guest sessions they must not play further sessions at the Club until they become a Playing Member.

If you or Your guest breaks any of the rules relating to Guests set out in these terms and conditions, or any other rules We have told you about, you (or Your guest) must pay the full guest fee and We may withdraw or amend the right for You to invite Guests to the Club.

Cancellation by You.

If you wish to cancel Your membership you may do so at any time by giving written notice to Us.

#### Cancellation by Us

We may cancel Your membership in the following circumstances.

- If you break or repeatedly break this Agreement or the Club Rules and you do not or cannot put it right within seven days of us writing to you about it.
- If, with Your knowledge or permission, another person uses Your membership card to play at the Club.
- If you or Your guest uses rude or abusive language or behaves or threatens to behave in a violent, abusive or aggressive way.
- If We believe that Your continued membership is damaging to Our interests or those of the Club, or Rawlins Academy.

If you do not pay Your Membership Fee when it is due, We will write to you to let you know. If you do not pay for Your membership, We may prevent you from playing at the Club.

#### Liability

We do not accept liability for damage or loss to Your property or a Guest's property that may happen on the premises or within the grounds of the Club, other than the liability which arises from our negligence or our failure to take reasonable care.

We do not accept liability for the injury or death of any Member, child or Guest that may happen on the premises or within the grounds of the Club, other than the liability which arises from our negligence or our failure to take reasonable care. Nothing in these terms and conditions is meant to limit any rights You might have as a consumer.

#### Data protection

We abide by the Data Protection Act 1998 and the General Data Protection Regulations EU 2016/679. We will deal with all information We hold about you in line with our privacy policy which you can get from Us upon request. If you want to know what information We hold about you, or you want us to correct any information We hold about you, the appropriate procedures are set out in our privacy policy.

## Children

We welcome children to the Club but they must behave reasonably, and must be supervised by a responsible adult at all times. They must not put themselves or other people in danger or prevent other members from enjoying the Club or its facilities.

## General health and safety

To protect the safety of all members and guests, You must pay particular attention to all signs relating to health and safety.

You must act in a manner that protects Your own health and safety and that of others.

If you suffer an accident or injury at the Club, or are involved in a reportable incident, you must report it and the circumstances under which it happened as soon as possible using the incident log/accident book.

For Your safety, when playing at the Club, You must wear appropriate footwear for the playing surface.

## Your children's health and safety

Children aged 11 or under must be supervised at all times by a Member over the age of 18. However, this does not apply if they are at an activity We organise at the Club which parents and guardians do not need to go to (We call this a 'supervised activity').

All our coaches who work with children are CRB-checked.

You must not bring Your children to the Club if they have an infectious illness or condition.

If you have any concerns whatsoever about actual, or suspected, inappropriate conduct by any individual(s) that may put at risk a child's welfare, You must report it without undue delay.

You should report any such concerns to the Safeguarding officer, or one of Our Directors.

## Car park

You are only entitled to use the Club car park while you are using the Club facilities. We do not guarantee that car parking is available at all times at the Club.

You park in the car park at Your own risk. We do not accept liability for any loss or damage to Your car, or personal belongings in it, while you are parked in our car park.

Note: Outside of club hours the site gates will be locked, and no entry or exit will be possible until re-opening the next day. Please ensure that you and Your guests remove Your vehicles from the site before closing time.

### Photographs and videos

You may take photographs and video recordings in the Club for Your own personal use provided that you keep to these rules and any extra rules displayed at Your club. You must not take photographs or videos of any children under 18 other than Your own.

Anyone who appears in Your photographs or videos must be aware that you are filming them and you must get their permission first.

If another member is unhappy that you are filming them and makes a complaint to us, We may ask you to show us any images which you have taken in the club and to delete them if appropriate. If a member of our team asks you to stop filming or taking photographs, you must comply with that request.