

Club Terms and Conditions

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1. INTRODUCTION

These Club Terms and Conditions ("Terms and Conditions") apply to all Members, Guests and other users of Hallamshire Tennis & Squash Club Limited ("the Club", "we", "us", or "our"). They supersede all previous terms and conditions relating to membership of, and use of, the Club.

For Members, these Terms and Conditions sit alongside the Club's Memorandum and Articles of Association, the policies referred to in Clause 30, and the Booking Rules referred to in Clause 24. Together, these form the legally binding agreement between the Member and the Club ("Member Agreement").

The Member Agreement begins when payment is made for a new membership or upon renewal. Applicants and Members are responsible for reading and understanding these Terms and Conditions and any related documents before joining the Club.

All users of the Club are responsible for reading and complying with these Terms and Conditions when using the Club's facilities or services.

These Terms and Conditions are governed by the laws of England and Wales.

A copy of these Terms and Conditions is permanently available on the Club's website, via the QR code displayed in Reception, or as a printed copy on request from Reception.

2. INTERPRETATIONS

For the purposes of these Terms and Conditions:

Access Device	A key fob or other electronic means provided to Members to access Club facilities.
ACP (Automated Card Payment)	A monthly recurring card payment method for membership or other services.
Applicant	A person applying for Membership whose application has not yet been accepted or activated.
Binding Period	The fixed term during which a Membership cannot be cancelled.
Club	Hallamshire Tennis & Squash Club Limited.
Club Account	A cashless account held in a Member's name to which Funds may be added and used to pay for goods and services at the Club.
Club Management	The General Manager and any employee authorised to act on behalf of the Club.

Club Solution	The Club's official online membership and booking management system.
ClubSpark	The Club's official online booking management system for coaching programmes, courses and camps.
Day Membership	A temporary membership purchased by a non-member providing access to the Club's facilities for one day.
Facilities	The courts, gym, clubhouse, changing rooms, car park and any other facilities provided by the Club.
First Time Member	A new Member who has not held Club membership within the past five years.
Flexible Membership	A membership with a shorter commitment, paid upfront.
Funds	Money added by a Member to their Club Account to purchase goods and services at the Club.
Guest	A non-member who is invited and accompanied by a Member during their visit to the Club.
Guest Pass	A voucher issued to Members allowing one-time free entry for a Guest.
Junior (or Youth)	A person aged 17 or under.
Member	An individual who has paid for and holds an active membership with the Club.
Member Agreement	The contract between the Club and the Member, which begins upon payment of membership fees or renewal, and sets out the rights and responsibilities of both parties.
Membership	A contractual agreement between an individual and the Club granting specified access rights to facilities and services, in accordance with the Member's chosen Type and Category and subject to these Terms and Conditions.
Membership Category	The category of Membership purchased by a Member, determining the facilities, services and times of access available to them.

Memorandum and Articles of Association	The legal governing documents of the Club that set out its constitution, purpose, structure, and the rights and responsibilities of its Company Directors and Members.
Monthly ACP Membership	A membership paid monthly by card with an initial 12-month commitment.
Parent	A parent or legal guardian responsible for a person aged 17 or under.
Parking Pass	A valid permit that must be clearly displayed in any vehicle parked in the Club car park.
PAR-Q Form	A pre-activity readiness questionnaire used to identify potential health risks before a Member engages in exercise.
Rackets Member	A Member whose Membership Category includes access to one or more racket sports, excluding Social Members and Gym Members.
Reception	The Club's reception and administrative office.
Sports Member	A Member whose Membership Category includes access to one or more racket sports and/or the gym, excluding Social Members.
Standard Membership	A membership with a fixed 12-month term, paid upfront.
Terms and Conditions	These Club Terms and Conditions, as amended from time to time.
User	Any person using the Club's facilities or services, whether as a Member, Guest, Visitor, coaching participant or otherwise.
Visitor	A non-member visiting the Club who is not accompanied by a Member.
Welfare Team	A designated group within the Club responsible for promoting the safety, wellbeing, and safeguarding of Members, Users, and Visitors.

3. MEMBERSHIP APPLICATION

a. Membership applications may be submitted either in person at Reception or online through Club Solution.

- b.** Subject to Clause 3.c, Membership shall commence immediately upon payment, unless a different commencement date is requested by the Applicant. Payment constitutes acceptance of these Terms and Conditions and creates the Member Agreement.
- c.** The Club may require an Applicant to provide proof of address, age or enrolment in full-time education where necessary. Access to the Club may be withheld until the required evidence has been provided. If the requested information is not received within 14 days, the Club reserves the right to remove any concessionary discount applied and/or terminate the Membership.
- d.** The Club may take and store a photograph of the Applicant at the time of application, or at any time during their Membership, for the purposes of identity verification and internal administration.
- e.** Applications for persons aged 17 and under must be submitted by a Parent. Where the application is made in person, the Applicant must be accompanied by their Parent. Memberships for persons aged 17 and under cannot be purchased online.
- f.** Members are responsible for promptly notifying the Club of any changes to their contact details during the course of their Membership.
- g.** The Club reserves the right to refuse any application for Membership.
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4. MEMBERSHIP TYPES

- a.** The Club offers a range of Membership Types, which are based on a Member's age, educational circumstances or place of residence.
- b.** The available Membership Types, together with the eligibility criteria for each, are published by the Club and may be amended from time to time.
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5. MEMBERSHIP CATEGORIES

- a.** The Club offers a range of Membership Categories, each providing access to different Facilities, services and times of access.
- b.** The available Membership Categories, together with the access rights and eligibility criteria for each, are published by the Club and may be amended from time to time.
- c.** Members may only use the Facilities and services included within their Membership Category, except where:
- they are trialling another Membership Category using a valid Guest Pass; or
 - they have paid the appropriate visiting fee.
- d.** The Club may retain certain discontinued Membership Categories for existing Members. These categories are not available to new Applicants or existing Members wishing to change their Membership Category. The Club reserves the right to withdraw or phase out discontinued Membership Categories at its discretion.

- e. Certain Membership Categories may be subject to age or other eligibility restrictions.
 - f. Where a Membership Category reaches capacity, the Club may operate a waiting list. Vacancies will normally be offered in chronological order as they become available.
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6. MEMBERSHIP FEES & JOINING FEES

- a. Membership fees are determined by the Member's Membership Type, Membership Category and the length of the Binding Period.
 - b. Membership fees are payable in advance. Standard and Flexible Memberships must be paid in full, eligible 12-month Memberships may be paid monthly by ACP.
 - c. Monthly ACP Memberships are available only to persons aged 18 years or over.
 - d. A joining fee applies to all new Memberships unless otherwise stated as part of an active promotion.
 - e. Monthly ACP U19 and U26 Memberships will automatically transfer to the next applicable Membership Type when the Member reaches the relevant age. The applicable monthly ACP fee will be charged from the first day of the following calendar month.
 - f. The Club may offer promotional Membership fees from time to time. Promotional fees are only available during the advertised promotional period, after which the standard Membership fees will apply.
 - g. Where an expired Membership is renewed within 14 days of its expiry date, the renewal will be backdated to the original expiry date. After 14 days, the application will be treated as a new Membership and will be subject to the applicable joining fee and availability.
 - h. Payment for Membership renewal may be made no earlier than one month before the Membership expiry date. Where renewal payment is made within that period, the Member shall pay the Membership fee applicable to the forthcoming Membership period, including any revised fees introduced by the Club.
 - i. Membership includes eligibility to affiliate with the Lawn Tennis Association (LTA) for tennis and padel Members, and England Squash (ES) for squash and racketball Members. Any affiliation fees charged by these organisations remain the responsibility of the Member.
 - j. Membership fees are reviewed periodically, and the Club reserves the right to amend them at its discretion. Members paying by monthly ACP will receive prior written notice of any change to Membership fees or the fee structure.
 - k. Additional charges may apply in addition to Membership fees, including court booking fees, activity fees and coaching fees.
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7. MEMBERSHIP BINDING PERIOD

- a. Standard Memberships have a 12-month Binding Period.
- b. Flexible Memberships have shorter Binding Periods, as published by the Club.

- c. Monthly ACP Memberships have a minimum 12-month Binding Period. Following expiry of the Binding Period, the Membership will automatically continue on a rolling monthly basis unless cancelled by the Member in accordance with Clause 10.
 - d. The Club may offer other Membership periods at its discretion.
 - e. Membership cannot be cancelled during the Binding Period except where otherwise provided for in these Terms and Conditions.
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8. CHANGE OF MEMBERSHIP

- a. Members wishing to change their Membership Category during their Binding Period must contact Reception. Members renewing online may change their Membership Category themselves at renewal, subject to availability.
 - b. Members may upgrade their Membership Category at any time, subject to availability. The Membership fee will be adjusted to the current published fee for the new Membership Category.
 - c. Members may be required to provide proof of age, residence or enrolment in full-time education to confirm eligibility for the new Membership Category, where applicable.
 - d. Members may only downgrade their Membership Category after the expiry of their Binding Period.
 - e. Where a Monthly ACP Membership is upgraded, any applicable pro-rata Membership fee for the remainder of the current calendar month and, where applicable, the following calendar month, will be payable before the new Membership fee takes effect.
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9. PAUSE OF MEMBERSHIP

- a. Members who are unable to use the Club's Facilities due to illness, injury or pregnancy may request to pause their Membership. Memberships cannot be paused for holidays or extended travel.
- b. The Club may require written confirmation of the illness, injury or pregnancy from an appropriate medical professional before approving a Membership pause.
- c. Requests to pause a Membership must be submitted in writing to Reception, stating the reason, proposed start date and duration of the pause, together with any supporting documentation requested by the Club. The Club will confirm its decision in writing.
- d. Where a Monthly ACP Membership is paused after a payment has been scheduled, the payment cannot be stopped. Any overpayment will be applied as a credit to the Member's Club Account and used when the Membership is reactivated. No cash refund will be issued.
- e. Where a Membership is paused during a Binding Period, the Binding Period will be extended by the length of the pause.

f. During a Membership pause, the Member's Access Device will be deactivated. The Member may not use any Facilities included within their Membership, with the exception of the bar and spectator areas. Use of the sauna and changing facilities is not permitted during a Membership pause. Members visiting the Club during a Membership pause must check in at Reception.

g. Members wishing to use the gym as part of their rehabilitation must reactivate their Membership or transfer to a Membership Category that includes gym access.

h. Requests to reactivate a Membership must be submitted in writing to Reception. The Club will confirm the reactivation in writing.

i. Pausing a Membership is distinct from cancelling a Membership, as set out in Clause 10.

j. A Membership may not be paused for a continuous period exceeding six months, unless otherwise agreed at the discretion of the Club.

10. MEMBERSHIP CANCELLATION

a. Standard and Flexible Memberships will automatically expire if they are not renewed by their expiry date.

b. Monthly ACP Memberships within their initial 12-month Binding Period cannot be cancelled. Members who do not wish their Membership to continue beyond the Binding Period must provide at least one month's prior written notice to Reception. Such notice must be received no later than one month before the expiry of the Binding Period. The Club will confirm the cancellation in writing.

c. Following the expiry of the Binding Period, Monthly ACP Memberships may be cancelled by giving at least one month's prior written notice to Reception. The Club will confirm the cancellation in writing.

d. For Monthly ACP Memberships, cancelling or removing a payment card from Club Solution does not constitute notice of cancellation. Failure to maintain a valid payment method may result in any outstanding sums being referred to a debt collection agency. Members must follow the cancellation procedure set out in Clauses 10.b and 10.c.

e. Members may update the payment card used for a Monthly ACP Membership by registering a new payment card within Club Solution before removing the existing payment card.

f. A Member may resign their Membership at any time by giving written notice to the Club. Where the resignation takes effect before the expiry of the Binding Period or before the end of a prepaid Membership period, no refund or reduction in Membership fees will be given, except where otherwise provided for in these Terms and Conditions.

11. MEMBERSHIP SUSPENSION & TERMINATION

a. The Club may suspend or terminate a Membership, or take other disciplinary action, in accordance with the Club's Member Complaints Policy or these Terms and Conditions.

b. Grounds for suspension, termination or disciplinary action may include, but are not limited to:

- a breach of these Terms and Conditions;
- providing false, misleading or incomplete information in connection with a Membership application;
- unacceptable conduct or behaviour;
- a breach of the Club's Code of Conduct or any other applicable Club policy;
- failure to provide documentation reasonably requested by the Club;
- failure to pay Membership fees or any other sums due to the Club; or
- any other reason where the Club, acting reasonably, considers suspension or termination to be in the best interests of the Club or its Members.

c. Where a Membership is suspended or terminated by the Club, the Club may retain all or part of any Membership fees already paid.

d. The Club reserves the right to recover from the Member the reasonable cost of any loss or damage caused by the Member.

12. MEMBERSHIP COOLING-OFF PERIOD

a. Memberships purchased online by First Time Members are subject to a 14-day cooling-off period. A First Time Member may cancel their Membership by giving written notice to Reception within 14 days of the Membership commencement date. The Club will confirm the cancellation in writing.

b. Where a Member has used the Club's Facilities or services during the cooling-off period, the Club reserves the right to deduct a proportionate amount from any refund to reflect the Membership already received.

c. Any refund due under this Clause will be made using the original payment method wherever reasonably practicable, or by bank transfer where appropriate.

13. MEMBERSHIP PAYMENT

a. Membership fees must be paid using a debit or credit card accepted by the Club. The Club does not accept cash, cheque or American Express payments.

b. Standard and Flexible Memberships must be paid in full in advance.

c. Monthly ACP Memberships are payable monthly, with payment collected on the first day of each calendar month from the Member's registered payment card.

d. Members with a Monthly ACP Membership are responsible for ensuring their payment card details remain valid and up to date, including replacing expired payment cards before their expiry date.

e. If the Club is unable to collect payment for a Monthly ACP Membership, the Membership may be suspended, including access to the Club's Facilities, until payment is received. If payment remains outstanding, the Club may recover any outstanding sums, including by referring the debt to a debt collection agency.

f. Members whose Membership is paid by Direct Debit under a legacy payment arrangement remain subject to the terms of that arrangement. Copies of the applicable terms are available from the Club on request.

14. CLUB ACCESS

a. On joining the Club, Members will be issued with an Access Device as soon as reasonably practicable, providing access to the Club and other designated areas, as determined by their Membership Category.

b. Members attending the Club without their Access Device must report to Reception so their Membership can be verified. The Club may require proof of identity before granting access. If Membership cannot be verified, the Club may refuse access.

c. Members must report a lost or damaged Access Device to Reception as soon as reasonably practicable so it can be deactivated. The Member remains responsible for any charges incurred on their Club Account until the loss or damage has been reported to the Club.

d. A replacement Access Device will be issued at the current charge set by the Club.

e. An Access Device remains the property of the Club and must not be lent, shared or transferred to any other person. Membership is personal and non-transferable.

f. Only an officially issued Access Device may be used by the Member to gain access to the Club.

15. CLUB ACCOUNT

a. Members may add Funds to their Club Account to purchase goods and services from the Club. Funds may be added online (subject to any minimum payment set by the Club) or in person at Reception or the Bar.

b. Once added to a Club Account, Funds become the property of the Club. Funds have no cash value and are non-refundable. Funds may only be transferred using a method approved by the Club.

c. Members may receive a discount on selected goods and services purchased using their Club Account. The Club reserves the right to amend or withdraw such discounts at any time.

d. Only Members with an active Membership are eligible to receive any discount applied to purchases made using a Club Account.

e. Members are responsible for keeping their password and Access Device secure. The Club accepts no responsibility for unauthorised use of a Club Account resulting from a lost, stolen, shared or otherwise compromised Access Device, unless the Club has been notified in accordance with Clause 14.

f. Parents are responsible for the control and management of Junior Members' Club Accounts, including the use of Funds. Parents are encouraged to monitor their Junior Member's Club Account regularly.

- g.** The Club reserves the right to charge a Member's Club Account for any outstanding goods or services supplied by the Club.
 - h.** Funds may be transferred between Members using the transfer facility within Club Solution.
 - i.** Funds held within a paused Membership will remain on the Member's Club Account and will be available when the Membership is reactivated.
 - j.** Members whose Membership is due to expire and who do not intend to renew are responsible for using or transferring any remaining Funds before the end of their Binding Period.
 - k.** Any Funds remaining on a Club Account after a Membership has ended will be forfeited and retained by the Club.
 - l.** Funds will automatically carry forward where a Membership is renewed.
 - m.** Any promotional, complimentary or bonus Funds credited by the Club are non-refundable and non-transferable.
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16. GUESTS

- a.** Members may bring Guests to the Club in accordance with these Terms and Conditions.
- b.** Guests must be accompanied by the sponsoring Member and must sign in at Reception upon arrival. The appropriate Day Membership fee will be charged, or a Guest Pass deducted, as applicable.
- c.** Members may admit a Guest free of charge using a Guest Pass, provided the Member is present and has sufficient Guest Passes available. Each Member is issued with five Guest Passes per Membership period, which must be used before the expiry of that Membership period.
- d.** Guest Passes may only be used to admit a Guest and must not be used by a Member whose Membership has expired or is otherwise inactive.
- e.** Unless otherwise determined by the Club, a Guest may visit the Club on no more than five occasions in any calendar year. Thereafter, the Guest must become a Member to continue using the Club's Facilities.
- f.** Guests must be aged 16 years or over to use the gym.
- g.** Guests under the age of 16 must be accompanied by a Member aged 16 years or over or by their Parent.
- h.** Members are responsible for ensuring their Guests comply with these Terms and Conditions and all applicable Club policies and rules.
- i.** The Club reserves the right to refuse entry to any Guest where it considers this to be in the best interests of the Club or its Members.

17. DAY MEMBERSHIP

- a.** Day Memberships may be purchased by non-members to permit use of the Club's Facilities for a single day.
- b.** A Day Membership provides the same rights to use the Club's Facilities as a Member for that day, except that a Day Member has no voting rights and is not a Member of the Club for the purposes of the Memorandum and Articles.
- c.** The Club reserves the right to limit the number of Day Memberships available on any given day.
- d.** The Club reserves the right to refuse entry to a Day Member where it considers this to be in the best interests of the Club or its Members.
- e.** A Day Membership must be purchased at Reception before entering or using the Club's Facilities.
- f.** On their first visit, a Day Member must provide their full name, address and contact details. Day Members must sign in at Reception on each visit.
- g.** In addition to the Day Membership fee, separate charges may apply for certain Facilities, activities or services, including court bookings, coaching sessions and organised activities.
- h.** Day Members must comply with these Terms and Conditions, the Club's policies and any applicable Booking Rules whilst using the Club's Facilities.

18. NON-MEMBER ONLINE COURT BOOKINGS

- a.** The Club may permit non-members to book designated courts online, subject to availability and any conditions published by the Club.
- b.** The applicable court booking fees, visitor fees and booking conditions are published by the Club and may be amended from time to time.
- c.** The published court booking fee includes the applicable visitor fee for up to the maximum number of participants permitted for that court. Where additional participants are permitted, the applicable visitor fee must be paid for each additional non-member participant.
- d.** All participants must report to Reception upon arrival before using the Club's Facilities. The Club may require proof of identity where reasonably necessary.
- e.** The person making the booking is responsible for ensuring that all participants are aware of and comply with these Terms and Conditions, the Club's Booking Rules and any other applicable Club policies.
- f.** Non-member online court bookings may be subject to limits on the number of visits permitted within a specified period, as determined by the Club from time to time.
- g.** Court booking fees and visitor fees are non-refundable except where otherwise provided in the Club's Booking Rules.

- h.** Where the Club cancels a booking due to extreme weather or other circumstances beyond its reasonable control, a credit will be issued in accordance with the Club's Booking Rules.
 - i.** The Club reserves the right to refuse or cancel any non-member online court booking where it considers this to be in the best interests of the Club or its Members.
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19. HEALTH & SAFETY

- a.** The Club will, so far as is reasonably practicable, ensure the health, safety and welfare of all persons lawfully using the Club's Facilities.
- b.** Members must take reasonable care for their own health and safety and that of others whilst using the Club's Facilities.
- c.** Members must read and comply with all health and safety notices displayed by the Club and follow any reasonable instructions given by Club staff or other authorised persons.
- d.** Any accident, injury or incident occurring on Club premises must be reported immediately to a member of Club staff.
- e.** Members requiring First Aid must notify a member of Club staff immediately or report to the First Aid Point at Reception. Where First Aid treatment is provided, the Member must complete a First Aid Form.
- f.** Fire exits are provided throughout the Club. In the event of a fire or activation of the fire alarm, Members must leave the Club immediately by the nearest available fire exit and proceed to the designated assembly point.
- g.** Fire exits, fire doors and fire escape routes must not be obstructed at any time.
- h.** Fire doors must remain closed except in the event of an emergency or where fitted with an approved automatic hold-open device.
- i.** Members must wear appropriate clothing and footwear for the sport or activity being undertaken and comply with any sport-specific requirements published by the Club.
- j.** Protective eyewear is mandatory for all Members aged under 19 when playing squash or racketball.
- k.** The saunas may only be used by Members aged 18 years or over and in accordance with the rules displayed by the Club.
- l.** Members must complete a PAR-Q Form and any induction required by the Club before using the gym.
- m.** A PAR-Q Form for a Member under the age of 18 must be completed with the written consent of their Parent.
- n.** Members under the age of 16 may only use gym equipment as part of a supervised Club activity.

o. Members must not use the Club's Facilities whilst under the influence of alcohol, drugs or any other substance that may impair their ability to do so safely. The Club reserves the right to refuse access, require a person to leave the Club or stop any activity where it reasonably believes this to be necessary for the safety of that individual or others.

p. Glassware must not be taken onto any courts, into the changing facilities or into the gym.

20. HEALTH & WELLBEING

a. Members are responsible for exercising within their own capabilities and must not undertake any activity beyond their level of fitness or ability.

b. Members with a medical condition or injury that may affect their ability to exercise safely should seek appropriate medical advice before using the Club's Facilities. Where a Member considers it necessary to notify the Club of a relevant medical condition, they should do so in writing to Reception. Members are responsible for notifying the Club of any material change to such information.

c. Members must familiarise themselves with and comply with all instructions, warning notices and guidance displayed throughout the Club.

d. Members acknowledge that participation in sport and exercise carries inherent risks and must not undertake any activity they have been advised is unsuitable for them.

e. Members who are unsure how to use any equipment safely must seek assistance from a member of Club staff before use.

f. Members who feel unwell whilst using the Club's Facilities must stop their activity immediately and notify a member of Club staff.

g. Members with a disability or medical condition are responsible for following any advice or guidance provided by their medical or healthcare professionals when using the Club's Facilities.

21. RACKETS & FITNESS PROFESSIONALS

a. The Club will take reasonable steps to ensure that its coaches, instructors and fitness professionals are appropriately qualified and, where applicable, hold the relevant registration, accreditation or affiliation with the appropriate governing body or professional organisation.

22. COACHING

a. The Club offers coaching programmes, courses, camps, drop-in sessions and individual coaching sessions delivered by Club coaches or other persons authorised by the Club.

b. Coaching is provided in addition to Membership and is not included within the Membership fee. Separate coaching fees apply, as determined by the Club.

- c.** Group coaching programmes and holiday camps are booked through ClubSpark. Drop-in coaching sessions may be booked through Club Solution.
- d.** Individual coaching sessions may only be provided by coaches authorised by the Club and may be arranged directly between the participant and the coach.
- e.** Payment for individual coaching sessions is made directly to the coach. Such arrangements are private between the participant and the coach, and the Club accepts no responsibility for those arrangements.
- f.** Non-members attending individual coaching sessions are subject to the Club's visiting arrangements and must purchase a Day Membership before using the Club's Facilities.
- g.** Any applicable court booking fee must be paid in accordance with the Club's Booking Rules.
- h.** Court bookings for individual coaching sessions are subject to the Club's Booking Rules, including any cancellation provisions.
- i.** The Club may offer reduced-price court bookings for individual coaching sessions at its discretion.
- j.** The Club may offer free trial coaching sessions or programmes for adults and juniors without requiring Club Membership.
- k.** Following any trial period, adult participants must hold an active Membership to continue participating in coaching programmes.
- l.** Junior participants may either hold an active Membership and pay the Member coaching rate or participate as a non-member at the published non-member coaching rate.
- m.** No person may provide coaching on Club premises unless authorised by the Club. Members must not receive coaching from, or arrange coaching with, any person who has not been authorised by the Club.

23. COACHING BOOKINGS, CANCELLATIONS & PARTICIPATION

- a.** Group coaching programmes operate as rolling programmes and are paid monthly through ClubSpark using a debit or credit card.
- b.** Participants may cancel their place in a group coaching programme at any time through ClubSpark. Cancellation will prevent future charges but will not affect payments already taken.
- c.** Coaching fees are non-refundable except where otherwise stated by the Club.
- d.** Where outdoor coaching sessions are cancelled due to adverse weather, participants will receive a credit for future use in accordance with the Club's coaching arrangements.
- e.** The Club reserves the right to amend, cancel or reschedule coaching sessions where necessary, including where minimum participant numbers are not met, weather conditions make play unsafe, Facilities are unavailable, or for any other reason beyond the Club's reasonable control.

- f.** Where a participant becomes injured or seriously unwell after paying for group coaching sessions, the Club may, at its discretion, allow those sessions to be banked for future use. The Club may require appropriate supporting evidence, such as a medical note.
 - g.** Drop-in coaching sessions may be cancelled up to 24 hours in advance in accordance with the Club's Booking Rules.
 - h.** Holiday camps must be paid for in full at the time of booking through ClubSpark.
 - i.** Holiday camp bookings may be cancelled up to 9.00am on the day before the scheduled session.
 - j.** Where a holiday camp booking is cancelled within the permitted cancellation period, payment will be refunded automatically through ClubSpark.
 - k.** All participants in coaching activities, whether Members or non-members, must comply with these Terms and Conditions, the Club's policies and any applicable Booking Rules whilst using the Club's Facilities.
 - l.** Participants must follow the reasonable instructions of the coach or supervising member of Club staff at all times.
 - m.** The Club reserves the right to refuse or remove any person from a coaching activity where their behaviour is considered inappropriate or where they fail to follow the reasonable instructions of the coach or Club staff.
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24. BOOKING RULES

- a.** The Club's Booking Rules governing the booking of courts, activities and events are available to view on Club Solution. The Booking Rules form part of these Terms and Conditions.
 - b.** The Club reserves the right to amend the Booking Rules from time to time. Any changes will be notified to Members and will take effect from the date specified by the Club.
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25. CAR PARK

- a.** Members may use the Club car park only whilst using the Club's Facilities or otherwise visiting the Club. As parking spaces are limited, Members are asked to use the car park responsibly and considerately.
- b.** Members must clearly display a valid Parking Pass whilst parked in the Club car park.
- c.** Vehicles must only be parked within designated parking bays. Parking in yellow-hatched areas, obstructing vehicles, entrances, exits or access routes, or moving cones or barriers placed by the Club is prohibited.
- d.** Designated accessible parking bays may only be used by vehicles displaying a valid Blue Badge in accordance with the applicable scheme.

e. Guests may use the Club car park whilst visiting the Club and must clearly display a valid Visitor Parking Pass, available from Reception.

f. Vehicles and their contents are left in the Club car park entirely at the owner's risk. The Club accepts no responsibility for any loss, theft or damage to vehicles or their contents.

26. OTHER CLUB CONDITIONS

Dogs

Dogs are not permitted inside the Clubhouse, except for assistance dogs. Well-behaved dogs are permitted on the patio provided they are kept on a short lead and supervised at all times. Owners are responsible for cleaning up after their dogs anywhere on Club premises. Dogs must not be left unattended in vehicles in the Club car park for prolonged periods. The Club reserves the right to refuse entry to, or require the removal of, any dog where it considers this to be in the best interests of the Club or its Members.

Smoking & E-Cigarettes

Smoking, including the use of e-cigarettes and vaping devices, is prohibited inside the Clubhouse and any other enclosed Club premises.

Mobile Phones

Mobile phone calls are not permitted inside the Clubhouse except within the Reception or bar areas. Members making or receiving telephone calls should be considerate of other Members and keep calls to a minimum. Wherever reasonably possible, telephone calls should be made or taken within the Reception area.

Pushbikes, Scooters & Pushchairs

Pushbikes and scooters are not permitted inside the Clubhouse or Reception. Pushchairs are permitted provided they do not obstruct entrances, exits or walkways.

Alcohol Licensing

Alcohol is supplied in accordance with the Licensing Act 2003 and the Club's Premises Licence. The Club operates a Challenge 25 policy, and anyone who appears to be under the age of 25 may be asked to provide acceptable proof of age before being served alcohol.

Food & Drink

Members may bring their own food onto Club premises only whilst the Club's kitchen is not operating, unless otherwise authorised by the Club. Members and Guests must clear away any food, drink and litter after use. Only alcohol purchased from the Club may be consumed on Club premises.

Opening Hours

The Club's opening hours are displayed on the Club's website and within the Clubhouse and may vary throughout the year. The Club reserves the right to amend its opening hours or close all or part of the Club where reasonably necessary.

Table Tennis

The table tennis facilities are available to Sports Members in accordance with their Membership Category. Social Members may use the facilities upon payment of the applicable visitor fee, as determined by the Club. The facilities may be unavailable from time to time due to maintenance, coaching, competitions or other Club activities. All users must show consideration to players using the adjacent indoor tennis courts and keep noise to a minimum. Junior Members must be supervised in accordance with the supervision requirements set out elsewhere in these Terms and Conditions.

Pickleball

The pickleball court is available to Rackets Members in accordance with their Membership Category. Social Members and Gym Members may use the court upon payment of the applicable Day Membership fee or when attending as a Guest using a valid Guest Pass. A court booking charge may apply as determined by the Club from time to time. All users must comply with the Club's Booking Rules and observe appropriate court etiquette.

Lockers

Lockers are provided for day use only and must not be used for overnight storage unless authorised by the Club. The Club accepts no responsibility for personal belongings stored in lockers. The Club reserves the right to remove and store or dispose of any items left in lockers overnight.

Sauna

The sauna may only be used by Members aged 18 years or over. No shaving, food, drink, combustible or pressurised items (including aerosol cans) are permitted. Mobile phones, photography and video recording are prohibited. Nothing must be placed on the shelf above the heater, as this presents a fire risk. Members must comply with any additional sauna rules displayed by the Club.

Etiquette & Dress Code

Members, Guests and Users must observe any etiquette notices displayed by the Club. Appropriate clothing must be worn for the activity being undertaken. Shirtless play, exercise or revealing clothing is not permitted whilst using the Club's Facilities. Clean, non-marking footwear must be worn where required, including on courts and within the gym.

Club Property

Club property must not be removed from Club premises without the prior authorisation of Club Management. Any person who damages Club property may be required to reimburse the Club for the cost of repair or replacement and may also be subject to disciplinary action.

Lost Property

Property found on Club premises will, where practicable, be placed in Lost Property. Items not claimed within 10 days may be disposed of or otherwise dealt with by the Club at its discretion.

Payments

Goods and services supplied by the Club may only be paid for using a debit card, credit card (excluding American Express), or through a Member's Club Account.

27. SAFEGUARDING

- a.** The Club is committed to safeguarding and promoting the welfare of children, young people and adults at risk by providing a safe, inclusive and welcoming environment where everyone is respected and valued. The Club's safeguarding policies are available on the Club's website.
 - b.** Junior Members under the age of 9 must be accompanied by a Parent whilst on Club premises, except when attending an organised Club activity where they are supervised during the activity and accompanied by a Parent at drop-off and collection.
 - c.** Junior Members aged 9 to 16 may use the Club's Facilities without a Parent being present, provided they have their Parent's permission.
 - d.** Junior Members should not use changing facilities at the same time as adults (persons aged 18 years or over) and should use the alternative changing facilities provided by the Club in accordance with the Club's Use of Changing Facilities Policy. Children under the age of 9 may use the changing facilities with their Parent.
 - e.** Parents are responsible for ensuring that the Club holds up-to-date emergency contact details for all Junior Members.
 - f.** Any Member, Guest or User with a safeguarding concern should report it immediately to a member of the Welfare Team. Further information about the Club's safeguarding procedures is available on the Club's website.
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28. DATA PROTECTION

- a.** The Club will collect, use, store and process personal information in accordance with its Privacy Policy and applicable data protection legislation.
 - b.** A copy of the Club's Privacy Policy is available on the Club's website.
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29. PHOTOGRAPHY & VIDEO

- a.** Photography and video recording are not permitted in the changing rooms, sauna or toilets at any time.
- b.** Photography or video recording of children (persons under the age of 18) is not permitted, except by their Parent for personal use or with the prior consent of their Parent.
- c.** Members, Guests and Users must respect the privacy of others when taking photographs or video recordings on Club premises. Where another person is clearly identifiable in a photograph or recording, their permission should be obtained before the image or recording is taken or shared.
- d.** The Club reserves the right to require any photograph or video recording to be deleted where it reasonably considers that it has been taken or used inappropriately or where a complaint has been received.

- e. Commercial photography or video recording on Club premises is not permitted without the prior approval of Club Management.
 - f. The Club's Photography & Filming Policy is available on the Club's website.
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30. CLUB POLICIES

The following Club policies form part of this Member Agreement and should be read in conjunction with these Terms and Conditions:

- Safeguarding Policy Statement
- Safeguarding Policy & Welfare Officer Information
- Anti-Bullying Policy
- Safe Recruitment Policy
- Diversity & Inclusion Policy
- Use of Changing Facilities Policy
- Safety & Communications Policy
- Photography & Filming Policy
- Privacy Policy
- Cookies Policy
- Member Complaints Policy

The Club may amend, replace or introduce additional policies from time to time. The current versions of all Club policies are available on the Club's website.

31. LIABILITY

a. Members, Guests and Users bring all personal belongings onto Club premises entirely at their own risk. The Club accepts no responsibility for the loss of, theft of, or damage to personal belongings except where such loss or damage results from the Club's negligence or any other liability which cannot lawfully be excluded.

b. Property stored in lockers is left entirely at the owner's risk. The Club accepts no responsibility for the loss of, theft of, or damage to items stored in lockers except where such loss or damage results from the Club's negligence or any other liability which cannot lawfully be excluded.

c. Members, Guests and Users use the Club's Facilities at their own risk and are responsible for ensuring that they are physically able to participate in the activities they undertake.

d. Nothing in these Terms and Conditions excludes or limits the Club's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or limited.

32. CHANGES TO TERMS & CONDITIONS

a. The Club reserves the right to amend these Terms and Conditions from time to time where it considers it reasonable or necessary to do so.

b. The Club will use reasonable endeavours to notify Members of any material changes. Notification may be provided by email, through the Club's website, Club Solution, or by displaying a notice within the Club.

c. Any amended Terms and Conditions will take effect from the date specified by the Club.

Version: 1.0

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