



## **Membership Terms and Conditions**

**Version 0.2**

**Dated 15<sup>th</sup> June 2022**

**Tennis England Club  
Imber Court  
Ember Lane  
East Molesey  
Surrey  
KT8 0BT**

## MEMBERSHIP TERMS AND CONDITIONS & CLUB RULES INTRODUCTION

- The Tennis England Club team 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 Chairman.
- A copy of the Terms and Conditions and rules will be displayed at all times and will also be available for inspection at reception and displayed on the club's website.
- The club shall be managed by the Tennis England Club team. This team shall consist of Chairman, Membership Manager, Director of Sport, Head of Marketing and a coaching team.
- The Tennis England Club team shall reserve the right to suspend membership or refuse an application.

## MEMBERSHIP

1. Membership options can be found on ClubSpark via <https://clubspark.lta.org.uk/TennisEnglandImberCourt/Membership/Join>
2. The membership agreement commences when a member's payment has been received. Payment also acts as confirmation that the 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 Chairman.
4. Every member will receive a membership card. Replacement cards will incur a fee of £10 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. Membership is open to all. The club requires all those taking part in coaching to become 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 without any refunds.
7. The leadership team of Tennis England Club 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 Tennis England Club, 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 leadership team, 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 Chairman'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 padel 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 membership secretary.

## **FEES AND CHARGES**

1. The membership fee is due from the member and is payable at the start of this agreement. Any portion of the membership fee will only be refundable in the event of being unable to provide the member with the membership services. Such refund would be calculated on a pro-rotas basis to the break in services experienced.
2. Members' subscriptions and coaching fees shall be paid on or before the due date. Failure to make payments on time could result in access to the facilities being withdrawn.
3. On occasion 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 Tennis England Club immediately of any change to personal details.
2. The member agrees to comply with the rules of membership.
3. The member must cancel any advance court booking as soon as they are aware that they can't attend their booking. Continuous misuse of the booking system could result in a temporary block to their on-line booking account.
4. Tennis England Club 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.
5. The membership agreement is governed by English Law.

## **FACILITIES AND SERVICES**

1. Details of facility opening times are available at reception, ClubSpark and our website.
2. Members may not loan their membership card or permit its use by anyone else or share their unique code to access the electronic gate with anyone else.
3. Tennis England Club 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 Tennis England Club giving advance notice to members where reasonable and practical.

## **LIMITATION OF LIABILITY**

1. Members and visitors must secure their personal belongings at all times whilst using the club's facilities. Tennis England Club, its employees, agents or sub-contractors, will not be liable for any loss, damage or theft of any property brought onto Tennis England Club premises.
2. It is the responsibility of the hirer to make his/her own insurance arrangements if required.
3. Members and visitors are responsible for ensuring their correct operation or use of any Tennis England Club facilities.
4. Some areas of Tennis England Club are unsupervised and Tennis England Club 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.

## MISCELLANEOUS

1. Tennis England Club reserves the right to use any photographs of Tennis England Club facilities (which may include you, provided your inclusion is incidental) for press and promotional purposes provided reasonable notice is given.
2. Tennis England Club's failure to enforce its rights at any time, for any period and for whatever reason, will not be constructed 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 Tennis England Club that the member's behaviour is acceptable.

## GUESTS

1. Members introducing guests to the club to use any of the facilities shall ensure that the correct guest fee is paid online and shall be responsible for the conduct of their visitors.
2. Members booking a court to play with a guest must name the guest during the booking process.
3. No member's guest shall be allowed to play more than five times a year as a guest, unless playing in the club's pay and play scheme (if available). Other non-members must pay the appropriate fees online.
4. Guests must be accompanied by a club member and may be asked to provide proof of purchase of the guest fee.
5. Members, guests and non-Members who have booked a court shall have access to the club's café/bar area and washroom facilities.
6. No guests or non-members are allowed at social club sessions.

## 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 clubhouse and courts. 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 court areas. Dogs on a lead are allowed on the grass areas, via access around the perimeter of the courts and not through the club. Any other arrangement is at the discretion of the Tennis England Club.
5. Dog owners must take responsibility for their dog's behaviour and clear up any fouling, which should be removed from the site. According to the Anti-Social Behaviour, Crime and Policing Act 2014; a person who doesn't clean up after their dog may face an on-the-spot fine of up to £80. These fines are known as fixed penalty notices. If a person refuses to pay, they can be taken to the local Magistrates Court for the dog fouling offence and fined up to £1,000.
6. If a dog is causing a nuisance, the owner can be asked by Tennis England Club to remove the dog from the premises.
7. No bicycles, scooters, Heelys, roller blades/skates or skate boards should be used on the courts or club buildings.
8. Any damage to the club premises or its contents must be reported to a member of staff immediately.

9. 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.
10. 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.
11. Cars shall not be parked so as to cause an obstruction at the entrance to, or exits from, the club. Cars are parked at the owner's risk.
12. No glass is allowed on the courts.
13. No intoxicating liquors are permitted to be consumed on any part of the courts.
14. Spitting is not allowed on the courts.
15. Balls which are knocked out of court during play should be recovered.
16. Please leave the toilet facilities in a good, clean condition when done.

### **COURT ETIQUETTE, CONDUCT AND BEHAVIOUR**

1. Suitable sports clothing and shoes with non-marking soles shall be worn on all 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.
3. If others are waiting then please finish your set and allow them on to play. Please stick to the times you have booked.
4. If people are already on your court, don't disturb them until their time is up.
5. Members will not abuse the facilities or equipment at Tennis England Club and will be required to pay for any damage to property where they have wilfully or negligently caused such damage.
6. Members are responsible for ensuring that the behaviour and noise level does not disturb other users of the courts. Talk quietly when standing near courts that are in use.
7. Users must dispose of any rubbish or waste materials.
8. Aggressive or abusive behaviour to any other users of the club, any representatives of visiting clubs or any of the Tennis England Club team will not be tolerated and may result in membership being revoked and/or a ban from using facilities at the club.
9. Tennis England Club deems that any act of violence, threatening behaviour or abuse against its staff, coaches and anyone using the facilities is totally unacceptable and will not be tolerated by members, visitors or parents of members of the club. Whenever any such behaviour occurs, the club will take reasonable and appropriate action.
10. Be aware of matches being played and respect the players participating.

### **COURTS**

1. An online booking system is in operation on all courts and is managed by ClubSpark. (<https://clubspark.lta.org.uk/TennisEnglandImberCourt/Booking>) Members can only make court bookings online. At certain times priority is given to league matches, club tournaments, coaching sessions and other events.
2. The Tennis England Club team is empowered to make rulings on matters concerning club play.

### **EQUIPMENT**

1. Tennis shoes and kit should be worn at all times whilst on court. Participants should ensure footwear is cleaned before entering the court areas.

2. Tennis/padel/pickle balls and rackets will be available to buy or hire from our office. Enquire about stock availability.

## **TEAMS**

Tennis England Club team 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 and website.

## **COMPLAINTS OR GRIEVANCES**

1. Any complaints associated with Tennis England Club should be directed to the Tennis England Club team ([info@englandsportsgroup.com](mailto:info@englandsportsgroup.com))
2. Any club member who wishes to raise a grievance should aim in the first instance to resolve it informally with a senior member of staff. However, if the grievance cannot be resolved informally, or the grievance relates to a staff member, the grievance should be set out in writing and forwarded to the club Chairperson.
3. The club Chairperson will nominate a senior Tennis England Club team member to deal with the grievance if suitable. Where appropriate they will arrange a meeting with the aggrieved member to seek to resolve the grievance.
4. If the grievance is not resolved to the satisfaction of the aggrieved member, he/she can appeal to the Tennis England Club team, setting out the grounds of the appeal in writing. The Tennis England Club team may, at its discretion, invite the aggrieved member to attend a further meeting. The decision of the team shall be final.

## **FIRST AID**

It is the individual's own responsibility to make their own first aid arrangements, such as the provision of a first aid kit, there is no legal requirement for the club to provide first aid facilities.

## **GENERAL OPENING HOURS**

1. The courts are available to be used by both club members and members of the public daily between 07:30 – 22:30 throughout the year.
2. Floodlight bookings are seasonal. Tennis floodlights operate until 9pm, whilst padel floodlight bookings run up to 10.30pm.

## **COURT CONDITION**

1. Tennis England Club is committed to making every reasonable effort to ensure the club's courts are available for community use. However, individual users have the responsibility to ascertain whether it is safe to use the courts – factors for this include, but are not limited to, the prevailing weather conditions.
2. It is the user's responsibility to ensure that all those involved in playing tennis/padel/pickle are made aware of the fact that they do so in all respects at their own risk.
3. Before commencing play, please ensure that you are wearing appropriate, clean footwear (we recommend changing into your tennis footwear at the seating area)

outside of the club house) and that the court is clear of any debris such as leaves and twigs. This helps in keeping the courts in optimal condition, making the playing experience as good as possible.

4. Tennis/padel/pickle nets to be left in good condition – no inappropriate use such as sitting, swinging or hanging on court nets. No removal of court nets. Any loss or damage to the court nets will be charged to the court hirer and may result in membership being revoked and/or a ban from using facilities at the club.
5. No inappropriate use of court gates nor tampering with the locks. Any loss or damage to the court gates will be charged to the court hirer and may result in membership being revoked and/or a ban from using facilities at the club.

### **ELECTRONIC GATE ACCESS**

1. Upon booking a court, the hirer will receive a unique pin code to be used within a specified timeframe to access the electronic gate to the booked court.
2. This code may not be shared with anyone else. If the code has been shared and misused, Tennis England Club may revoke a membership and/or issue a ban from using facilities at the club.

End of Document

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