

Terms and Conditions of Usage

Beacon Park Tennis



BEACON PARK TENNIS TERMS AND CONDITIONS OF USAGE

GENERAL

- All users of Beacon Park Tennis (“The Charity”) are bound by the Rules of the Charity (“The Rules”).
- The Rules are administered by the Beacon Park Tennis Trustees (“The Trustees”) in accordance with the provisions of the Charity Constitution.
- Beacon Park Tennis is situated in Beacon Park, Swan Road, Lichfield, WS13 6QZ (“The Site”).
- All fees payable to The Charity shall be determined by The Trustees. The Charity reserves the right to vary fees as required to ensure the financial viability of The Charity.

PAY AS YOU GO AND ANNUAL PASSES

- All users must register to use The Site at <https://beaconparktennis.org/>
- Users of The Site have 2 options to access either pay as you go or annual pass.
- Only one annual pass is required per household.
- The Charity reserves the right to refuse, suspend or permanently terminate the annual pass of any individual.
- Annual pass will expire 1 year after the receipt of £52.00.
- Annual pass renewals are all online via the system. Annual pass holders are requested to check their details and amend if required upon renewal.
- Only the advertised coaching provider has authorisation to deliver coaching services to users of the site. Any user wishing to use the courts for other coaching activity (paid or voluntary and including but not limited to coaching, hitting, mentoring, basket feeding or ball machine use) either providing or receiving coaching, must seek permission from the Charity Trustees in advance. Any user found to be in breach of this term may have their annual pass revoked.
- No fees will be refundable on expiry of annual pass.
- Prospective pass holders can apply to join The Charity at any time during the year.
- Prospective pass holders aged 18 or over can apply to join The Charity. Parental consent is required for Prospective pass holders aged 16-18.
- Juniors (aged under 16) cannot be annual pass holders of The Charity in their own right, but can be included in the annual pass of their parent(s) or guardian(s).

BEHAVIOUR AND ETIQUETTE

- Appropriate court etiquette and politeness is expected of all users. This applies on court and around the courts.
- Users must comply with The Charity’s Safeguarding and Anti-discrimination policies.
- Sports attire and non-marking flat-soled tennis shoes or trainers are to be worn when on court.
- No glass containers of any kind may be taken onto the courts.
- Smoking and Vaping is not allowed on The Site.
- When arriving or leaving the courts please be respectful for other court users. For example, please wait for a point or game to finish before exiting the adjacent court. This is both courteous and will not lead to accidental collisions.
- All litter is to be taken from the courts on leaving or deposited in a suitable litter bin.
- Users are expected to vacate the courts at the end of the booking slots.
- The courts must be left closed on leaving.

- Other than by prior arrangement with the Trustee Group the courts are to be used only for the purpose of playing tennis.
- Juniors under the age of 13 must be supervised by a responsible adult at all times while on court.
- Booking for unsupervised Juniors between the age of 13 and 16 must be made by an adult registered on the annual pass.
- The Charity takes no responsibility for unsupervised juniors outside of normal coaching or Charity playing sessions.
- Users observing a breach of Behaviour and Etiquette are encouraged to take this up with the person seen to be committing the breach, or if this person is a junior user, with the user's responsible adult. Alternatively, the matter should be reported to any member of The Trustee Group.
- Under no circumstances should adult users address behaviour and etiquette issues with Junior users for whom they have no parental responsibility. All such cases must be referred to the Safeguarding Officer.
- Any damage to the site should be reported to The Charity via e-mail info@bptlichfield.onmicrosoft.com

BOOKING COURTS

- Other than by prior arrangement with the Trustee Group, courts must be booked in advance using the online booking system provided on The Charity's website.
- Registered users are allowed to use the online booking system. Registered users may invite up to 3 guests to play per booking. When playing, guests must be accompanied by a registered user. Registered users may bring an individual guest on a maximum of 5 visits in any 12 month period. After 5 visits as a guest, we request an individual becomes a registered user in their own right.
- Annual pass holders can book a maximum of 2 hours tennis per day.
- Annual passholders are not permitted to share their access to the online booking system with anyone else outside their household. Any annual passholder found to be in breach of this term may have their annual pass revoked.
- Floodlighting will be charged in addition to pay as you go and annual pass fees. Cost of floodlights per hour will be £4.00 per hour per court.
- All users must conduct a personal risk assessment before playing and ensure that the courts are safe for use. Any users playing when the courts are considered unsafe do so at their own risk.
- The courts cannot be booked by an individual pay as you go user or passholder for netball usage. No public liability insurance is provided by Beacon Park CIO for netball usage. Netball can only be played by groups who make commercial bookings and pay independently for their own insurance.
- Before playing tennis, please ensure that the netball posts are not in the sockets on the yellow line of the netball court. If the netball posts are located in the sockets on the yellow line, please contact the Park Ranger to request them to be moved.
- Where one online booking account is issued to a household, the user whose name the primary registration is held shall be responsible for all bookings made using that account.
- A "Fair Use" policy will be operated at the discretion of the Trustees to ensure all users have reasonable opportunity to book courts in advance at their preferred times.
- Annual pass holders can book 14 days in advance and pay as you go users can book 7 days in advance.

- Bookings that are no longer required must be cancelled at the earliest possible opportunity using the online booking system.
- Beacon Park Tennis will not refund pay as you go bookings where the booking is cancelled with less than 24 hours' notice.
- The Trustees reserves the right to remove access to the online booking system from any user found to have contravened the Rules of the Charity.
- The Charity has the right to cancel bookings at their discretion. An email will be sent to the user notifying them.
- The Charity accepts no responsibility for personal injury or loss of or damage to property on or in the vicinity of the tennis court. Users of the court do so at their own risk.
- Bicycles are not allowed on the courts.
- Animals are not allowed on the courts.
- The Charity takes no responsibility for personal items left at The Site.
- The Charity retains the right to block book courts. All block bookings will be clearly marked on the booking system.

SAFEGUARDING, ANTI-DISCRIMINATION AND OTHER POLICIES

- The Charity operates the following safeguarding and anti-discrimination policies, which are documented separately and include:
 - Equality and Diversity policy
 - Safeguarding Policy
 - Photography and Recording Policy
 - Privacy Policy
 - Various other policies as adopted from time to time.
- All users must adhere to these policies; failure to do so will invoke the Charity's Disciplinary Procedure.
- Should a situation arise that is not covered by the Charity's own documented Rules and Policies, this will be dealt with in accordance with the relevant LTA policy.

DISCIPLINARY PROCEDURE

- Any matters for concern regarding users, please contact us on info@bptlichfield.onmicrosoft.com
- A breach or suspected breach of any of The Charity's Rules or Policies will invoke the Disciplinary Procedure.
- A member of the Trustee Group shall be responsible for the initial investigation of all reported disciplinary issues. This investigation will establish as far as possible the facts of the case and whether a minor or serious disciplinary issue has occurred.
- For minor disciplinary issues, informal resolution will be appropriate and will involve discussion with the person(s) responsible and any complainant to confirm the details of the matter and agree a resolution.
- In the event that a serious disciplinary issue has occurred, or where a minor disciplinary issue cannot be resolved through informal resolution, formal resolution will be required. In such cases the matter will be investigated by a Disciplinary Panel comprising the Playing and Rules Secretary, at least one Trustees Executive Member (Chair, Treasurer or Secretary). If a Junior user is involved in the disciplinary issue, the Safeguarding Officer must be included in the Disciplinary Panel.
- If in the view of the Disciplinary Panel the matter can be resolved without sanction (eg by issuing a written warning), this can be done without prior consultation with The Trustees.

- If in the view of the Disciplinary Panel a form of sanction would be appropriate, this must be discussed, and an appropriate course of action agreed at a full meeting of The Trustees.
- A serious disciplinary issue is defined as any of the following:
 - Injury, serious offence or upset caused to any person while on The Charity premises.
 - Damage to Charity or users' property while on The Charity premises.
 - Contravention of The Charity's anti-discrimination policy.
 - Contravention of The Charity's Child Safeguarding policy.
 - Contravention of The Charity's privacy policy.
 - Any other matter which in the view of The Trustees cannot appropriately be treated as a minor disciplinary issue.
- The Trustees reserves the right to temporarily suspend or permanently bar any user found to have committed a serious disciplinary offence.
- Any user who wishes to appeal against a disciplinary decision may do so by writing to The Trustee Group. All such appeals must be referred for discussion by The Trustees at the earliest meeting following receipt of the appeal.
- The decision of The Trustees when considering an appeal shall be final.

GENERAL

- The Charity welcomes feedback. Anybody is welcome to provide feedback via info@bptlichfield.onmicrosoft.com
- Beacon Park Tennis CIO offers a WhatsApp group for the purpose of organising social tennis. All members of the group must consent prior to being put into a WhatsApp Group as their telephone number will be visible to all within the group, and personal telephone numbers cannot be communicated without consent. Consent must be given by email or by request to a WhatsApp group administrator.
- This is a social group. The administrators are not moderators
- The WhatsApp group for people over the age of 18 years
- Such a group is set up in a spirit of informal communication to organise social tennis. In keeping with that spirit, the following ought to be adhered to:
 - Any opinions expressed are the opinions of individual members. Group administrators are not responsible for any comments posted by individual members of the group.
 - If your message is not relevant to the majority of group members, please message the person directly rather than the entire group.
 - Inappropriate posts including using inappropriate language, insulting messages, voicing grievances, are not acceptable.
 - In the event that there is a breach of any of the rules, the group administrator reserves the right to remove the transgressor from the group.
 - By participating in the WhatsApp Group, you agree to these group rules.
 - Members of the group can leave at any time. We would hope that all participants can see the usefulness of the group and will cooperate accordingly.
 - Respect everyone's privacy – being part of this group requires mutual trust.