

Policy 001 – Terms and Conditions and Club Rules

Introduction

1. Wylam Lawn Tennis Club ('the Club') is a private members tennis club situated on Elm Bank Road, Wylam, Northumberland, NE41 8HT.
2. The club is run by 'the Committee' all of whom are volunteers. Members can apply to join the Committee at any time. There are a number of specific roles on the Committee including, but not limited to, Chairperson, Secretary, Welfare Officer and Treasurer. Information regarding the Committee is available on the Contact page of the Club's website.
3. These Membership Terms and Conditions and Club Rules ('the T&Cs') must be read in conjunction with the other club policies listed below which are available on the Club's website:
 - POL 002 Safeguarding Policy
 - POL 003 Diversity and Inclusion Policy
 - POL 004 Anti Bullying Policy
 - POL 005 Social Media Policy
 - POL 006 Online Safety and Communication Policy
 - POL 007 Complaints Policy
 - POL 008 Risk Assessment Policy
 - POL 009 Travelling and Staying Away Policy
 - POL 010 Photography and Filming of Children Policy
 - POL 011 Feedback Policy
 - POL 012 Accident and Emergency Policy
4. The Committee shall determine the T&Cs and is empowered to make, repeal and amend them, and also to delegate their operation and enforcement to approved persons.
5. A copy of these T&Cs are available for inspection on the Club's website.

Membership

6. The membership agreement commences when the member has read and agreed to the T&Cs and their payment has been received.
7. Membership starts on the date of agreement and payment agreed by both parties and expires on the Renewal Date. These are specified by the online payment system, normally March 31st for annual members. Membership cannot be cancelled during this period irrespective of a change to personal circumstance. Exceptions to this are at the discretion of the Committee.
8. Any person on the Club premises, or playing for any Club team, may be asked for proof of membership, which must be freely given. This may be their name and confirmation of their post code.
9. Membership is open to all. The Club encourages those taking part in tennis coaching to become tennis members however non members may also attend coaching sessions (although additional fees may apply).

10. Membership is not transferable and must only be used by the registered member(s). Any misuse will result in the membership being cancelled.
11. The Committee reserves the right to cancel any membership if the member is in breach of rules or if their conduct, in the view of the Committee, is offensive to customers and/or staff, acts against the best interests of The Club, or represents a health and safety danger.
12. Membership entitles a member to full use of the club facilities (including courts, toilets and floodlights) during opening hours (08:00 to 22:00 unless otherwise stated) associated with the type of membership they have undertaken. However, please check the club's online booking system for availability on specific days which may change due to league matches, tournaments and member events which take preference over other bookings.
13. Categories of membership and subscription rates shall be determined annually by the Committee at the Clubs Annual General Meeting (AGM), details of which shall be sent to all members at least two weeks in advance, all members are encouraged to attend the AGM.

Fees and Charges

14. The membership fee is due from the member to the Club and is payable upon inception of this agreement. Any portion of the membership fee will only be refundable in the event of the Club being unable to provide the member with the membership services due to factors fully within their control. Such refund would be calculated on a pro-rotta basis to the break in services experienced.
15. On occasions the club may run promotions: it is the final decision of the Committee to whom the promotion is available.
16. Payments shall be made by instalments by Direct Debit. It is the member's responsibility to ensure that there are sufficient funds to pay. Should a payment fail due to lack of funds, or other reason within the member's control, the direct debit will be resubmitted. A second failure will result in the membership being withdrawn until paid, together with a £25 penalty fee. Instalment payments are continuous, and breaks in membership are not normally allowed. Failure to make payments on time could result in access to the facilities being withdrawn.

Visitors

17. Members introducing guests to the club to use any of the facilities shall ensure that the correct visitor fee is paid in the members money box just inside the main door and shall be responsible for the conduct of their visitors. No tennis member's guest shall be allowed to play more than three times a year. Other non-members undertaking approved trials or specific coaching must pay the appropriate fees as determined by the Committee.

General Terms of Membership Agreement

18. The member will advise the Club immediately of any change to personal details.

19. The member agrees to comply with these T&Cs. The Committee may make reasonable changes to these T&C at any time.
20. The Committee reserves the right to make changes to any memberships, court bookings, coaching groups or classes, approved coaches at any time.
21. When a member has paid funds, these are paid directly to the club's bank account and the Club policy is not to allow payback.
22. The membership agreement is governed by English Law.

Facilities and Services

23. The Committee 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.
24. Opening hours (see paragraph 12) are subject to change by the Committee giving advance notice to members where reasonably practicable.
25. Members must be aware of the accident and emergency guidance document, available on the Club's website.
26. Smoking is not allowed anywhere on site, this includes E-cigarettes.
27. Dogs (other than guide dogs) and other pets are not allowed in the Clubhouse or on the courts. Well behaved dogs on a lead are allowed on the grass areas. 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 to remove the dog from the premises.
28. Bicycles are not allowed in the Club buildings.
29. No glass is allowed on the playing areas. Drugs and Alcohol are not permitted to be consumed on any part of playing area. Spitting is not allowed on the playing areas. Chewing gum must be disposed of in the bins provided in the clubhouse only.
30. Any damage to the Club premises or its contents must be reported immediately.
31. The Club may hire the Club premises, or part thereof, to any Member or other party for purposes and periods as deemed appropriate.
32. Members must park safely with due regard to residential neighbours.
33. Children must be supervised at all times by a parent or guardian.

Warranties

34. The Club warrants that all coaches at the club will have completed and cleared a Criminal Check Disclosure and Barring Service (DBS) check and will be suitably qualified and experienced.

Limitation of Liability

35. Members are responsible for securing their personal belongings at all times whilst using the club's facilities. The Committee, its representatives, coaches, agents or sub-contractors, will not be liable for any loss, damage or theft of any property brought onto Club premises.
36. Members are responsible for ensuring their correct operation or use of any Club facilities and/or equipment. If a member is in any doubt about how to correctly operate any equipment, the member must consult the appropriate member of the Committee before use.
37. Some areas of the Club are unsupervised and the Committee does not accept responsibility for any harm or injury to an unsupervised member unless caused by our employees, agents, sub-contractors, or our negligent act or omission.
38. Some coaches operate in our Club on a self-employed basis. Any service they provide to a member constitutes a contract between the coach and the member. The Club accepts no responsibility for breach of contract or negligence caused by a self-employed coach.
39. The Club shall not be liable to any member / guest / visitor for any indirect, special or consequential losses which may be incurred as a result of the use of the Club's facilities or equipment.

Members / guest / visitor health warranties

40. All members / guests / visitors warrant to the Club that they are in an appropriate physical condition and state of health to undertake all of the activities that they intend to engage in whilst at the Club.
41. All members / guests / visitors agree not to engage in any activities at the Club that they reasonably suspect may have a detrimental impact on their health, safety, comfort, or physical condition.

First Aid

42. A first aid kit is available in the clubhouse – please see POL 012 Accident and Emergency Policy for further details.

Conduct

43. The Committee deems that any act of violence, threatening behaviour or abuse against its volunteers, coaches and anyone using the facilities is totally unacceptable and will not be tolerated by the Club. Whenever any such behaviour occurs, the club will take reasonable and appropriate action which may result in membership being revoked and/or a ban from using facilities at the Club.
44. Members will not abuse the facilities or equipment at the Club and will be required to pay for any damage to property where they have wilfully or negligently caused such damage.

Court Etiquette

45. Suitable sports clothing and shoes shall be worn on court at all times.
46. 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.
47. A booking system is in operation on all courts. Members can make bookings online on the Club's website. The status of bookings and the forward availability of courts can be seen online. Members must amend their booking online when they are cancelling a court booking. At certain times priority is given to league matches, club tournaments, coaching sessions, club nights and other events. No more than one court can be booked at any time by a member without permission from a Committee member.
48. Members over 17 years of age may play at times available for senior members.
49. Members under 17 years of age and deemed proficient by the coaches also may play at times available for senior members.
50. Members and their guests play at their own risk, and must judge the conditions accordingly before deciding to play.
51. Members are responsible for ensuring that the behaviour and noise level does not disturb other members or our neighbours. Users must also dispose of any rubbish or waste materials.
52. The Committee is empowered to make rulings on matters concerning club play.

Coaching

53. The Club approves various coaches to implement a Coaching Programme for everyone, adults and children, from beginners through to team players. Details of the programme fees and booking arrangements for coaching with the Head Coach and Assistant Coaches are available on the club notice boards and on the club website. Courses and individual lessons, can be booked through the Head Coach. The club cannot be held responsible for the availability of any particular course, as some are dependent on numbers to be viable, or limits on numbers due to court availability.

Wimbledon Tickets

54. The Club is a Lawn Tennis Association registered club, all annual tennis members are able to apply for Wimbledon tickets subject to the LTA rules. In order to be eligible, members have to have an active affiliated British Tennis Membership (BTM), have linked their venue to their BTM record and have opted-in to the Wimbledon Ballot. If they do not attend the ballot and their name is drawn, they will still be allocated tickets.

AGM and voting rights

55. In order to take part, and vote in the AGM, or other special meetings, members must have been members of the club for at least 3 full months immediately prior to the meeting. The date of the AGM will be communicated to members at least 2 weeks before the meeting date.

Complaints and Grievances

56. The club has a complaints policy (POL 007). In the event that the complaint can not be resolved using the policy, or if the complaint relates to a Committee member, the grievance should be set out in writing and forwarded to the Club Chairperson. If it relates to the Chairperson it should be sent to a Trustee.
57. The Club Chairperson / Trustee will nominate at least 2 committee members to deal with the grievance (one of whom may be the Club Chairperson). Where appropriate they will arrange a meeting with the aggrieved member to seek to resolve the grievance.
58. If the grievance is not resolved to the satisfaction of the aggrieved member, he/she can appeal to the Committee, setting out the grounds of the appeal in writing. Whenever possible, the grievance will be considered at the next committee meeting. The Committee may, at its discretion, invite the aggrieved member to attend the committee meeting. The decision of the Committee shall be final.

Data Protection

59. All personal data provided to the Club by members / guests / visitors shall be stored and processed solely for the intended purpose (the administration of the club). Personal data may be shared with the Lawn Tennis Association but will not be shared with any third parties (unless the sharing of such data is required by law).

Safeguarding

60. The club acknowledges the duty of care to safeguard and promote the welfare of children and adults at risk. The club is committed to ensuring safeguarding practice reflects statutory responsibilities, government guidance and complies with best practice and LTA requirements. A copy of the club's full safeguarding policy is available on the Club's website.

Lost personal property

61. Any personal property found by the Committee / the clubs Coaches, will be stored in the club house, for:
- one month in the case of lower value items including but not limited to clothes, shoes and toiletries; or
 - three months in the case of higher value items including but not limited to phones, cameras, jewellery, glasses and watches.
62. After the expiry of the times referred to above, any unclaimed personal property will be donated to a charity of the Committee's choice.

Miscellaneous

63. The Committee reserves the right to use any photographs of Club facilities (which may include adult members aged 18 or over, provided your inclusion is incidental) for press and promotional purposes. Some further information regarding photography is provided in POL 010 Photography and Filming of Children Policy.
64. Any failure of the club 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 the Club that the member's behaviour is acceptable.

Review

65. This Policy is reviewed every two years (or earlier if there is a change in national legislation).

This Policy was reviewed by Dan George (Club Secretary):

This Policy was approved by James Mackay (Club Chairman):