



TERMS AND CONDITIONS

www.bridgendtennis.club

01656 662041

info@bridgendtennis.club

INTRODUCTION

To help you get the best out of Bridgend Bowls Tennis and Squash Club CIC and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions. Please remember that if you sign up to any of our coaching groups, extra terms and conditions may apply. The language we use should make these terms and conditions as clear as possible. If you have any questions, a member of our team at your club will be happy to help you.

To help make these terms and conditions easy to read, we have split them into two parts.

•Part A – terms and conditions of membership

All members must keep to the same terms and conditions, including adult and child members whose memberships are linked to other members and child members whose application form has been signed on their behalf by an adult.

•Part B – rules and regulations for using facilities

These terms and conditions apply to all our members and their guests. They are necessary to make sure we can offer an enjoyable and safe environment for you, your guests and our other members to share during every visit to your club.

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.

PART A – TERMS AND CONDITIONS OF MEMBERSHIP

Definitions that apply to part A

You – the lead member

Linked member – anyone who is linked to your membership

Your entire membership – your membership and the membership of your linked members

We and us – The Bridgend Association of Bowls, Tennis and Squash Clubs CIC

Responsibilities of lead members and linked members

Every person who signs the membership application will be jointly and individually responsible under this agreement.

This means that:

- If one of those people tells us to do anything in relation to the membership (including ending it) we will take that as authority from all of them;
- each of those people will be responsible for paying all the appropriate membership fees for themselves, for any other people who have signed the form and for all linked members(whether adults or children); and
- each of those people will be responsible for paying any extra charges and fees which they, any other people who have signed the form, a linked member or a guest has to pay for using facilities and services not covered by the membership category.

The responsibility for the fees and charges of any linked member continues until:

- the linked member's link with the lead member changes; or
- the linked member ends their membership.

All of these terms and conditions of membership apply to you and all linked members unless we tell you otherwise.

You and all linked members must keep to the rules and regulations for using facilities set out in Part B.

Notice: We calculate your membership for 12 calendar months. This means that the following applies.

•Anywhere in these terms and conditions where we ask you to give notice of one calendar month or more, if you give notice during a month, we will treat it as if we received it on the first.

If you need to give us evidence of certain things, you can provide them as attachments to an email.

•From time to time we will need to contact you about your membership, so it is important you let us know if your address, contact phone number or email address changes.

If we need to give notice to you:

- it will be effective if we send it to the address or email address we have in the records we hold about you; and
- if we give notice during a month, our notice period will run from the first day of the following month.

Membership categories

You are entitled to use the facilities available under your category of membership. The Club will give you information about the range of facilities available to you and when you can use them. Each category of membership may have certain restrictions which only apply to that category of membership. We will tell you about these restrictions when you join or when you change your category of membership, whichever applies. You can also get details from our website. Not all membership categories may be available at all clubs at all times. We may choose to stop providing certain categories. If this is the case and you are a new member or an existing member, you will not be able to take advantage of these categories unless they become available. Your children or grandchildren can enter the Club (whether or not they use the facilities). We will also need verbal consent from the person who has parental responsibility of the child/children to see who can collect the child from the Club.

- The child's membership fees will be based on their age and, if relevant, will increase from the month following each birthday. When a child turns 18, they will become an independent Youth – Adult member and will need to sign a new agreement in their own right. We have the right to limit the number of children linked to an adult's membership.
- If you have a disability which means you need someone to help you use the facilities at your club, you can link your assistant to your membership upon approval from managerial team. You will not have to pay a fee. However, the assistant can only use the facilities to help you.

Membership types and length of membership

- Your membership will begin on the day when you make your membership application.
- Your membership will run for the initial period, which is at least 12 full calendar months

Unless:

- you end your membership early (subject to mutual agreement between Club and You); or
- we cancel your membership

The 'initial period' is the full 12-calendar month period from the 1st of the month after the date you made your membership application, This means that for Standard Annual membership your minimum commitment is to pay for the first 12 full calendar months of your membership with us. This applies even if you cancel your direct debit before then.

Starting your membership

You will have to pay a joining fee when you apply for membership. If you ask us to reduce your membership fee because you meet a special condition, you will need to prove that you meet the condition before we will reduce your fee and, from time to time, we may ask you for up-to-date proof that you still qualify for the reduced fee. You will need to pay an amount to cover your membership fee in full from the day that you join. You can change your mind about joining. To do this you will need to give notice in writing. You can do this at any time up to 14 days after making your membership application and your entire membership will end. If you or any of your linked members enters a club to use the facilities during the 14-day cancellation period we will charge a proportion of the monthly fee to cover this period and we will refund the balance of any fees you have already paid.

Membership fees For Standard Annual membership 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. Instalment plan is available via membership online. Direct debit set up for 1st or 15th of the month.

Other charges

- There may be an extra charge for a small number of facilities and services. You can get information of the current charges from the staff.
- Charges may vary from time to time.

- If you or a linked member uses these extra facilities and services or has to pay a guest fee but does not pay for them at the time, we will take the charges using your credit card (or, if this is not available, by direct debit).

Guests

- You and any other linked adult member (except nannies) can introduce guests to your club. You or the linked member introducing the guest must:
 - introduce guests to managerial staff;
 - stay with the guests at all times; and
 - make sure the guests are aware of, and keep to, our rules and regulations set out in 'Part B –rules and regulations for using facilities'.
- Guests must pay the appropriate fee to use the facilities at the club.
- Social guests (guests who are only entitled to use the café bar and not the sports facilities) will be able to visit the café bar only and there will be no fee for this.
- You can get details of the guest fees which apply at the club from the club. There may be restrictions relating to guests and extra charges may apply. Guests are only entitled to use the facilities that you (or the linked member who introduces them) can use under your membership. If you, your linked member 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, we may withdraw the right for you or any linked member to invite guests to the club.

Suspending your membership

If you want to suspend your membership you will need to speak to managerial team in person:

- If your membership has linked members: you can suspend the entire membership for yourself and all linked adult members and children, individual adult linked members can suspend their membership:
 - you can suspend the membership of individual linked children; and
 - The suspension will take effect from the first day of the month following the date we receive your request.
- You will not be able to play at the club while your membership is suspended. If we find that you are using the facilities while your membership is suspended, your membership will immediately restart and you must pay any appropriate fees that are due for the period while your membership was suspended.
- You can suspend your membership only if you are suffering from a medical condition which means you are unable to use your club's sports facilities (this does not include pregnancy, but does include a medical condition that arises during pregnancy). You must give us suitable evidence. The suspension will take effect from the first day of the month following the date we receive your request and your suitable evidence. Throughout the time your membership is suspended due to a medical condition there will be no monthly charge.
- If you suspend your membership and the suspension starts during your initial period, we will extend the initial period by the total period that your membership was suspended
- Your membership will automatically restart at the end of the suspension. If the member does not say how long suspension is to last, your membership will automatically restart after nine months.
- Suspending your membership is not the same as ending your membership.

Ending your membership

- Every member has 14 days after paying joining fee to end the membership.
- If your membership has linked members, the following rules apply for ending membership.
- If you give notice to end the membership, we will treat it as applying to you and to all linked members unless you tell us otherwise.
- If a linked member who has signed the membership application form gives notice to end the membership, we will treat it as applying to you and to all linked members unless the person giving notice tells us otherwise.
- If your membership is ended, it automatically ends the membership of all linked members.
- You must not play at the club once your membership has ended. Linked members must not play at the Club once their membership has ended.
- After 14 days if any member wants to cancel their membership this can be done only by approval by managerial team (subject ending conditions i.e: Medical condition, loss of employment, insolvency, employment relocation, house move or other changes in personal circumstances)

Ending your membership early

- At any time you can end your membership if:
 - you are suffering from a medical condition which means you are unable to use your club's sports facilities (this does not include pregnancy, but does include a medical condition that arises during pregnancy);
 - you lose your employment or are declared insolvent; you are being relocated in your employment to a location which is more than 30 miles.
 - if you are moving home to a location which is more than 30 miles from the club; or
 - we are satisfied that there has been a change in your personal circumstances, other than those listed above, which means that it is no longer reasonable for you to use your club's facilities or to continue being a member.
- To end your membership for one of the reasons listed above, you must speak to managerial staff give us notice in writing. Your membership will end on the last day of the month in which we receive your notice or your suitable evidence, whichever we receive later. You must give us suitable evidence, but you will have to provide this at the same time that you give us notice.
- At any time, you can end your membership if we give you notice that we intend to permanently withdraw the whole of your membership section at the club. At any time, you can end your membership if it includes access to racquet facilities and we give you notice that we intend to permanently withdraw all of the squash or tennis facilities from the club. If your section is withdrawn we will refund part of your membership fee you have already paid for.

Cancelling your membership

We will not tolerate our staff or other members being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and permanently from the club. We may also cancel your entire membership in the following circumstances.

- If you or a linked member breaks or repeatedly breaks this membership agreement or the club rules and you do not or cannot put it right within seven days of us talking / writing to you about it.
- If, with your knowledge or permission, another person uses your membership to get into the club.
- If, with a linked member's knowledge or permission, another person uses that linked member's membership to play at the club.
- If you, your linked member or your (or a linked member's) guest uses rude or abusive language or behaves or threatens to behave in a violent or aggressive way at the Club.
- **If, for a period of longer than 12 calendar months, neither you nor any linked member uses any club facilities.**
- If we receive any complaint about your behaviour or that of a linked member at the Club or if you or a linked member persistently behave inappropriately, or if we believe that your continued membership (or that of a linked member) is not in the interests of other members of the club, we have the right to suspend your entire membership. You have the right to appeal against our decision. If we are not able to sort out the issue following your appeal we have the right to cancel your entire membership. If we cancel your membership for any reasons we have the right to keep a proportion of the money you have paid under this agreement to cover any reasonable costs we have had to pay. We will also not accept any future applications you make for membership at the Club and you will not be allowed to enter the Club as a guest or for any other reason.

If you do not pay your membership fee when it is due

If you do not pay your membership fee when it is due, we will let you know. If you are paying by direct debit on 12 months membership it is only one off payment which expires when your membership date runs out. In this you have to sign up for direct debit every year. If you fall behind with your membership payments for more than 30 days, we will charge you an administration fee of £25. We will also charge an administration fee of £10 each missed payment. If you do not pay for your membership, we may prevent you and any linked members (adults or children) from playing at the club.

Changing your membership fees and this agreement

We may increase membership fees automatically each year by up to either 1% above the rate of inflation according to the Retail Prices Index or 3%, whichever is higher. If we plan to increase the membership fees by more than the higher of these amounts, we will make every reasonable effort to inform you about these changes. We may make reasonable changes to this agreement, to these terms and conditions in Part A and to the rules and regulations in Part B or displayed in your club, at any time, as long as we inform you before we make the changes.

Making changes to your club or its facilities, services and activities

- We will make every reasonable effort to give you at least three months' notice of the change or closure (either in writing or by displaying a sign on the notice board in the club).
- If we cannot give you three months' notice of the change or closure but you want to end your membership, you can give us written notice which ends on the date when the changes start to apply. We will refund any part of your membership fee you have already paid for a period after that date. If you would like to reduce your fee due to closure or change to your membership the managerial team will reduce your membership fee to that applies to your remaining membership. However, this is not guaranteed.
- We have the right to increase, reduce or withdraw certain facilities, services or activities in the club either permanently or temporarily (for example, to carry out cleaning, repairs, maintenance or security work)
- If we decide to reduce or permanently withdraw all of the squash, bowls or tennis facilities from the club, we will make every reasonable effort to:
 - display a notice of the proposed change on the club's notice board one month before the changes come into force; and
 - give you one month's notice in writing if your membership includes access to one of these facilities.

If we decide to make any other change to the facilities, services and activities available at the club, we will give you notice by displaying the notice on the club's notice board if this is reasonably possible. This does not apply if we permanently close the whole facility or if we have to close the facility due to reasons outside our control. It does not apply to facilities which we close during certain seasons, such as bowls. We will display details of the opening and closing times for the club in the clubhouse. Opening times may vary during the Christmas period and on other bank holidays. We will let you know about these temporary changes on your club's notice board or website. We will try to give you at least one month's notice if we reduce the opening hours of the club.

Complaints

We are committed to making sure our members are satisfied with the service we provide, but we are realistic enough to know that things don't go according to plan all the time. If you or your guests have a complaint, we want to know about it as soon as possible so that we may fully investigate it and sort the matter out. If you have a complaint, you should first tell a member of staff at the club. If you are not satisfied with their response, you should contact the managerial team.

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 will deal with all information we hold about you in line with our privacy policy which you can get from our website at www.bridgendtennis.club. 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. They must not put themselves or other people in danger or prevent other members from enjoying the club or its facilities. If your child is behaving unreasonably, we have the right to speak to you or the child about this.
- If your child continues to behave unreasonably, whether on one visit to the club or over a number of visits to the club, we will try to sort out the issue by meeting with you. If we cannot sort out the issue during the meeting, we have the right to suspend the child from using the club.
- If we suspend your child from using a club and you want to appeal against this, you must appeal in writing.

PART B – RULES AND REGULATIONS FOR USING THE CLUB, FACILITIES AND ACTIVITIES

Definitions that apply to part B

You – any person using the club facilities under your membership

Linked member – anyone who is linked to your membership

Your entire membership – your membership and the membership of your linked members

We and us – The Bridgend Association of Bowls, Tennis and Squash Club CIC

Your club – The Bridgend Association of Bowls, Tennis and Squash Club CIC in which you have applied to join :

General health and safety

- As your safety is our main priority, we do not allow crockery or glasses outside the clubroom unless we have organised this.
 - We do allow animals in the club, however they must remain supervised at all the time, be kept on the lead. We ask owners clean up after them and do not move dog bowls from the station provided.
 - To protect the safety of all members and guests, you must pay particular attention to all signs relating to health and safety in our club. If you do not understand a notice or sign please ask one of our team members at the club.
 - Fire exits are clearly marked throughout the club. If there is a fire or if you hear the fire alarm, you should make your way out of the club through the nearest possible exit to the advertised assembly point in the car park.
 - If you suffer an accident or injury on our premises, you must report it and the circumstances under which it happened to the senior manager on duty immediately.
 - For legal and health reasons, you must not smoke while using any of the indoor club facilities.
 - While you are at the club, we expect you to behave appropriately, respectfully and politely, and dress appropriately (for example, by not wearing your underwear in the club room), at all times. We can prevent you from entering the club or ask you to leave if we think that your behaviour or appearance is not suitable.
 - You should not use the club if you have an infectious illness or condition.
 - For your safety, when using the racquet facilities, you must wear appropriate footwear and protective eye wear for the playing facilities (for example, non-marking smooth-soled shoes on the courts).
 - To make sure you get the most from every activity that you do at the club in the safest possible way, you should always make sure that you warm up properly and take time to cool down after your activity. You should not take part in any physical activity that you may not be fit for. You are responsible for monitoring your own condition during physical activity. You should tell the manager and a qualified coach when you join about anything that is relevant to your physical condition. You should continue to keep this information up to date throughout your membership. You are responsible for monitoring your own physical condition. If you suffer any unusual symptoms, you must immediately stop the activity and tell a coach or any other member of staff at the club.
- Racquet sports facilities: Our tennis and squash professionals are on the LTA and Squash Wales coaching Association register.

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, including in any play area. 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'). Children over the age of 11 can use the changing rooms without supervision. If your child is at a supervised activity, he or she must be registered with the person in charge of the activity, who must also have details of who will be collecting your child. We will not allow any other person to collect your child unless you have made a specific arrangement beforehand with the person you have left your child with. All our employees who work with children are DBS-checked. You must not bring your children into the club if they have an infectious illness or condition. Children aged eight or over must use the men's or women's changing rooms, according to their sex supervised by their guardians at all the times.

Car park

- You are only entitled to use the club car park while you are using the club facilities. You must park only in the spaces in our car park. If you do not have a disabled badge you must not park in the spaces reserved for disabled badge holders.
- We do not guarantee that car parking is available at all the times.
- 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.
- Car parking at the Club is restricted see traffic management policy on the website:

Lockers

- You bring all personal belongings to the club at your own risk. We do not accept legal responsibility for any loss or damage to these items.
- If you lose a key or padlock to any locker, you will have to pay a fee to cover the cost of a new key or padlock as appropriate.
- If you leave your belongings in a locker for a long period and locker hasn't been used or the club has a reason to believe that inappropriate substances are being stored we have the right to remove your belongings. You can claim the belongings we have removed from the club for up to two weeks after we remove them. After this time, we will not be responsible for the belongings.
- If you find lost property, you must hand it into the Club staff immediately. We will hold items for two weeks only, before disposing them.

Bookings

- The current booking terms and conditions are available on our website at www.bridgendtennis.club. These rules are part of your terms and conditions of use and include rules on how and when you can book, and information we need from you to allow you to book.
- We may change our booking terms and conditions from time to time and we will tell you about any changes. Or, you can ask us for a copy of the terms and conditions at any time to check whether we have made any changes.

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 the 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.
- You must not take photographs or video recordings in a changing area and toilet facility.
- 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 do so.

Other rules

- Only food and drink bought in the club can be eaten in the clubroom unless approved by managerial staff.