



# MEMBER AND NON-MEMBER TERMS AND CONDITIONS



January 2019

Your membership to Living Tennis Club,  
Bisham Abbey National Sports Centre, Marlow

**The local destination for tennis**



# WELCOME



To enable you get the best out of the Living Tennis Club, Bisham Abbey NSC and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions.

Extra terms and conditions may apply if using the Sport soft membership portal. 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 junior members whose memberships are linked to other members, e.g Family, and junior 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



## 1 RESPONSIBILITIES OF LEAD MEMBERS AND LINKED MEMBERS

- 1.1 Every person who signs the online 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 juniors); 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.

**You and all linked members must keep to the Rules & Regulations for using facilities set out in Part B.**

## 2 NOTICE

- 2.1 We calculate your membership in whole calendar months and all contracts are for one year. This means that the following applies.
- a) we ask you to give notice of 3 calendar months to end your membership. If you give notice during a month, we will treat it as if we received it on the first day of the following month and the notice period will run from that day.

- 2.2 If you want to give notice, it must be in writing to the Club. We will accept notice by email. If you need to give us evidence of certain things, you can provide them as attachments to an email. Your notice is not effective until we have received it. We strongly advise that when you give notice you get proof that we have received it.

We will confirm we have received your notice within 10 days of receiving it. If you do not receive this confirmation within 10 days, you must immediately let us know so they can check whether we received it. 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:**

- a) 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.

## 3 MEMBERSHIP CATEGORIES

- 3.1 You are entitled to use the facilities available under your category of membership. 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.



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- 3.2 Not all membership categories may be available. 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.
- 3.3 The Junior'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 adult member and will need to upgrade their membership under a new agreement in their own right.
- 3.4 To allow your nanny to enter your club to supervise your child, you will need to link the nanny to your membership and pay the appropriate membership fee.
- 3.5 If you have a disability which means you need someone to help you use the facilities at the club, you can sign your assistant in as a guest. You will not have to pay a fee. However, the assistant can only use the facilities to help you.

## 4 MEMBERSHIP TYPES AND LENGTH OF MEMBERSHIP

### Annual Subscription Membership and Monthly subscription Membership

- 4.1 Your membership will begin on the day when you make your membership application.

- 4.2 Your membership will run for the initial period, which is at least 12 full calendar months and will continue then indefinitely until you give us at least three full calendar months' notice.
- 4.3 This means that for Standard Annual membership and Standard Monthly membership your commitment is to pay for the first 12 full calendar months of your membership with us.
- 4.4 If you want to end your membership from the end of the initial period, you can give us one calendar month's notice as long as we receive your notice any time up to and including the first day of the final calendar month of your initial period.

## 5 STARTING YOUR MEMBERSHIP

- 5.1 You will need pay the pro rata amount due on joining and then the direct debit mandate, once digitally signed, will start from the date agreed for the 12 months.
- 5.2 When you and anyone linked to your membership join, you will each need to have your photograph taken. This is to allow us to check your identity when you enter your club.
- 5.3 You can change your mind about joining you will need to give notice in writing. If you change your mind, we will refund any fees you have already paid and your entire membership will end. You can do this at any time up to seven working days after making your membership application or up to the first time you or any of your linked members enters your club to use the facilities, whichever is the earlier.



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## 6 MEMBERSHIP FEES

- 6.1 Your membership fee is due every month or year depending on which subscription plan you have chosen.
- 6.2 Your monthly membership fees are due on the 5th of each month and cover that month. You must pay for your membership by making monthly payments by direct debit.
- 6.3 For annual membership your membership fees are due on the 5th of the joining month each year and cover that year. You must pay for your payments by direct debit.

## 7 MEMBERSHIP CARDS

- 7.1 As soon as possible after you make your membership application, we will give you a membership card that must be scanned on arrival at every visit to use the courts or enter the club. We may refuse to allow you (or family members) to enter a club if you do not have the membership card.
- 7.2 If your card needs replacing, we will replace it for a £5 fee.
- 7.3 Your membership is personal to you and you cannot transfer it to another person. You must not lend your membership card to another person.
- 7.4 If another person uses your membership card, we have the right to end your membership. Please read clause A16 'Cancelling your membership'.

## 8 CHANGING YOUR MEMBERSHIP CATEGORIES AND LINKED MEMBERS

- 8.1 We realise that your needs can change over time, so you can apply to change your membership category by contacting the club.
- 8.2 You may need to provide proof that you qualify for the new membership category you are applying for.
- 8.3 When you change categories, your membership fees will change to the current fees advertised for that category for new members at your club. You will have to pay any difference between your new category and your old category.

## 9 OTHER CHARGES

- 9.1 There may be an extra charge Coach Assessments as a one-off payment of £25 for Gold members.
- 9.2 For details of all charges and fees, please see our website.



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## 10 GUESTS

- 10.1** You can introduce guests to your club. You must:
- a) sign in any guests at reception;
  - b) stay with the guests at all times; and
  - c) 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'.
- 10.2** Social guests (guests who are only entitled to use the Refuel Cafe and not the sports facilities) will be able to visit Cafe only and there will be no fee for this.
- 10.3** A Gold Membership offers 4 passes for guests to play with them. Silver membership offers 2 passes. There may be restrictions relating to guests and social guests. Guests have to sign in at reception. Passes are for use within the 12 months membership.

## 11 SUSPENDING YOUR MEMBERSHIP

- 11.1** The club permit suspension of membership only where there are exceptional circumstances that mean you cannot attend and enjoy your club facilities. The suspension will take effect from the first day of the month following the date we receive your membership suspension application form and given evidence of exceptional circumstances. We will confirm, in writing, that we have received this form and the date when the suspension will begin.

If we find that you are using the sports facilities while your membership is suspended, your membership will immediately restart and you must pay any appropriate membership fees that are due for the period while your membership was suspended.

## 12 ENDING YOUR MEMBERSHIP

- 12.1** If your membership has no linked members, only you can give notice to end it.
- 12.2** 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.
- 12.3** You must continue to pay your membership fees until your membership ends.
- 12.4** Your membership will end at the end of your notice period.
- 12.5** You must not enter any club once your membership has ended. Linked members must not enter the club once their membership has ended.



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### 13 ENDING YOUR MEMBERSHIP EARLY

- 13.1** Medical condition, loss of employment, insolvency, employment relocation, house move or other changes in personal circumstances at any time you can end your membership if:
- a) 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);
  - b) you lose your employment or are declared insolvent;
  - c) you are being relocated in your employment to a location which is more than 10 miles from Bisham Abbey.
  - d) you are moving home to a location which is more than 10 miles from Bisham Abbey or
  - e) 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.
- 13.2** To end your membership for one of the reasons listed above, you must give us notice in writing. Your membership will end on the last day of the month in which we receive your notice and your suitable evidence.

### 14 INCREASE IN MEMBERSHIP FEES

- 14.1** At any time, you can end your membership if we give you notice under (Changing your membership fees and this agreement) of an increase in your membership fee of more than either 1% above the rate of inflation or 3%, whichever is higher.
- 14.2** You must give us notice in writing. The period of notice is three calendar months for Standard Annual and Standard Monthly membership.

### 15 CANCELLING YOUR MEMBERSHIP

- 15.1** 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 and to cancel your entire membership.
- 15.2** We may also cancel your entire membership in the following circumstances.
- a) 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 writing to you about it.
  - b) If, with your knowledge or permission, another person uses your membership card to get into any club.



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- c) If, with a linked member's knowledge or permission, another person uses that linked member's membership card to get into any club.
  - d) 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.
  - e) If, for a period of longer than 12 calendar months, neither you nor any linked member uses any club facilities.
- 15.3** If we receive any complaint about your behaviour or that of 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 your club, we have the right to suspend your entire membership. You have the right to appeal against our decision and (unless you can get details of our appeal procedures from our office. If we are not able to sort out the issue following your appeal, or if you do not appeal in line with our appeal procedures, we have the right to cancel your entire membership.
- 15.4** If we cancel your membership for any of the 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 and you will not be allowed to enter the club as a guest or for any other reason.

## **16 IF YOU DO NOT PAY YOUR MEMBERSHIP FEE WHEN IT IS DUE**

- 16.1** If you do not pay your membership direct debit fee when it is due you will be asked to settle your monthly account when you come to the club. Access to facilities is frozen until payment has been made. The direct debit for the next month will then be taken as usual via the agreed mandate.
- 16.2** We may refer any missed payments to a debt-collection agency.
- 16.3** If you fall behind with your membership payments for more than 30 days, we will charge you an administration fee of £55.
- 16.4** If you do not pay for your membership, we may prevent you and any linked members (adults or children) from entering any club. This does not mean we will end your membership.
- 16.5** Cancelling your direct debit does not mean you have given us notice to end your membership. You must give us written notice.





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### 17 CHANGING YOUR MEMBERSHIP FEES AND THIS AGREEMENT

- 17.1 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 do this, the new fees will come into force on 1 January each year.
- 17.2 If we plan to increase the membership fees by more than the higher of these amounts, we will give you at least three months' notice. We will give you notice of the change by writing to you.
- 17.3 As well as the increase, we have the right to increase membership fees at any time to take account of any increase in the rate of VAT. We will make every reasonable effort to give you at least three months' notice of the increase.
- 17.4 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 give you notice before we make the changes.

### 18 MAKING CHANGES TO YOUR CLUB OR ITS FACILITIES, SERVICES AND ACTIVITIES

- 18.1 If we decide to change close the permanently the following will apply.
  - a) 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 noticeboard in your club).
- 18.2 We have the right to increase, reduce or withdraw certain facilities, services or either permanently or temporarily (for example, to carry out cleaning, repairs, maintenance or security work).
- 18.3 If we decide to make any other change to the facilities, services and activities available at your club, we will give you notice by displaying the notice on your club's noticeboard if this is reasonably possible.
- 18.4 If we must close facilities for reasons outside our control, we will try our best to provide other facilities or consider whether we should pay you any compensation.
- 18.5 We will display details of the opening and closing times on our website. Opening times may vary during the Christmas period and on other bank holidays. We will give you at least one month's notice if we reduce the opening hours of your club.



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### 19 COMPLAINTS

- 19.1 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.
- 19.2 If you have a complaint, you should first tell a member of staff at your club. If you are not satisfied with their response, you should contact the manager on duty at your club. If you are still not satisfied with the manager's response, you can write to a director of your club.

### 20 LIABILITY

- 20.1 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 other than the liability which arises from our negligence or our failure to take reasonable care.
- 20.2 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 your club, other than the liability which arises from our negligence or our failure to take reasonable care.
- 20.3 Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

### 21 DATA PROTECTION & GDPR

- 21.1 We keep to the new 2018 GDPR guidelines as data manager and Sport Soft Ltd as our processor of data.
- 21.2 We will deal with all information we hold about you in line with our privacy policy which you can get from our website. 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 GDPR policy.

### 22 CHILDREN/JUNIORS

- 22.1 We welcome children/ juniors to our clubs 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.
- 22.2 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
- 22.3 If we suspend your child from using a club and you want to appeal against this, you must appeal in writing to the manager of the club.



## > PART B

# RULES AND REGULATIONS FOR USING CLUBS, FACILITIES AND ACTIVITIES



### 1 GENERAL HEALTH AND SAFETY

- 1.1 As your safety is our main priority, we do not allow crockery or glasses on or near courts.
- 1.2 We do not allow pets (except for registered working assistance dogs) in the club.
- 1.3 To protect the safety of all members and guests, you must pay particular attention to all signs relating to health and safety in our clubs. If you do not understand a notice or sign please ask one of our team members at the club.
- 1.4 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.
- 1.5 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.
- 1.6 For legal and health reasons, you must not smoke while using any of the club facilities.
- 1.7 While you are at the club, we expect you to behave appropriately, respectfully and politely, and dress appropriately 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.

1.8 You should not use the club if you have an infectious illness or condition.

1.9 For your safety, when using facilities, you must wear appropriate footwear for the playing surface (for example, non-marking smooth-soled shoes on carpet courts).

### 2 HEALTH AND SAFETY

You as users and Serco are managers of the Bisham Abbey NSC complex and are responsible for overseeing all Health & Safety of members on site.

2.1 Children aged 11 or under must be supervised at all times by a member over the age of 18.

2.2 If you cannot bring your children to a supervised activity, you can apply to the general manager to get a pass for a named member of your immediate family to bring them instead. This person is not allowed to use any of the club facilities except the club room.

2.3 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.

2.4 All our coaches who work with children are Authority checked and have attended safeguard training.



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- 2.5 Parents or adult carers need to fill in registration forms for all children before using the facilities or activities.
- 2.6 You must not bring your children into the club if they have an infectious illness or condition.
- 2.7 Children aged eight or over must use the changing rooms, according to their sex.

### 3 CAR PARK

- 3.1 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.
- 3.2 We do not guarantee that car parking is available at any of our club.
- 3.3 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.

### 4 LOCKERS

- 4.1 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.  
  
We will hold lost or unclaimed items for three weeks only before giving them to charity.

### 5 GYM AND FITNESS FACILITIES

- 5.1 The gym facilities at Bisham Abbey are not part of your membership. At all time on court, you are responsible for monitoring your own physical condition. If you suffer any unusual symptoms, you must immediately stop the activity and tell a health and fitness coach.

### 6 PROFESSIONALS

- 6.1 Our tennis professionals are on the Lawn Tennis Association qualified and DBS checked.



## > PART B

# RULES AND REGULATIONS FOR USING CLUBS, FACILITIES AND ACTIVITIES



## 7 BOOKINGS

- 7.1** The current booking terms and conditions are available on our website.

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.

- 7.2** 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.
- 7.3** If you do not show up for a booked session (hosted session or court) three times your membership may freeze you out from making further bookings for one month.
- 7.4** Cancellations received within 48 hours will be refunded to you via the original payment method and same card used for purchase.
- 7.5** Only up to four players are permitted to attend and play on any booked court.
- 7.6** No external coaches are permitted to deliver coaching on the club site or courts and their membership will be cancelled should they breach this.
- 7.7** Indoor courts are only bookable for 1 hour and no consecutive time is permitted to allow balanced accessibility to courts.

- 7.8** A family membership is only for those 2 adults and 2 children that reside at the same address.
- 7.9** Family membership is capped at 2 children and additional junior individual memberships can be used for additional children.
- 7.10** Once your membership court weekly allowance has been used, you will need to pay the standard non-member court fees as stated on the website.
- 7.11** Once a Gold member has had their Coach Assessment, they should only attend the Hosted Club Session relevant to that Level of play (Intermediate, Advance, Team Player) Please see the sessions on the website. They are subject to change and one month notice will be given to members of any changes. Indoor and outdoor Hosted Sessions are bookable only online on a first come first served basis. 32 places are available indoor and 32 outdoor on the times shown. If attending a family Hosted Session, all children under the age of 11 must be supervised by an adult.
- 7.12** On arrival all members must swipe their membership card, whether using indoor or outdoor courts, so the club know you have attended you session. Please carry your card at all times.
- 7.13** Your allowances for court use cannot be swapped over or allocated to another member.



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# RULES AND REGULATIONS FOR USING CLUBS, FACILITIES AND ACTIVITIES



### 8 PHOTOGRAPHS AND VIDEOS

- 8.1 You may take photographs and video recordings in your club for your own personal use provided that you keep to these rules and any extra rules displayed at your club.
- 8.2 You must not take photographs or videos of any children under 18 other than your own.
- 8.3 Anyone who appears in your photographs or videos must be aware that you are filming them and you must get their permission first.
- 8.4 You must not take photographs or video recordings in a changing area
- 8.5 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.

### 9 OTHER RULES

- 9.1 Food and drinks except water, must be eaten off court.





## > DEFINITIONS

### **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**

Living Tennis Club/Living Tennis Limited

### **Your club**

Living Tennis Club at Bisham Abbey NSC







**Living Tennis Club**  
**Bisham Abbey National Sports Centre**  
**Marlow Road**  
**Bisham, Marlow**  
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[www.livingtennis.co.uk](http://www.livingtennis.co.uk)

