MCS Tennis Club 2023

MEMBERSHIP TERMS AND CONDITIONS and CLUB RULES

INTRODUCTION

1. The membership terms and conditions and club rules are written in conjunction with the club constitution.

2. The Committee 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
General Manager.

3. A copy of the Terms and Conditions and rules will be displayed in the club at all times and will also be displayed on the club’s website.

MEMBERSHIP

1. The membership agreement commences when their payment has been received.

Payment also acts as confirmation that the member has read and agreed to the Terms and Conditions.

2. 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 committee.

3. Membership is open to all. The club requires all those taking part in tennis coaching to become tennis members, except for specified introductory offers.

4. Membership is not transferable and must only be used by the registered member. Any misuse will result in the membership being cancelled.

5. The committee of MCS Tennis 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 MCS TENNIS CLUB, is offensive to customers and/or staff, or represents a health and safety danger.

6. Membership entitles a member to full use of the club’s facilities associated with the type of membership they have purchased.

7. Categories of membership and subscription rates shall be determined by the Committee details of which are available on the website.

FEES AND CHARGES

1. The membership fee is due from the member to MCS TENNIS CLUB and is payable at the start of this agreement. Any portion of the membership fee will only be refundable in the event of MCS TENNIS CLUB being unable to provide the member with the membership services. Such refund would be calculated on a pro-rota 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make payments on time could result in access to the facilities being withdrawn.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 occasions the club may run promotions: it is the final decision of the club's committee to
whom the promotion is available and the terms of the promotion.

GENERAL TERMS OF MEMBERSHIP AGREEMENT

1. The member will advise MCS TENNIS CLUB immediately of any change to personal details.

2. The member agrees to comply with the rules of membership. MCS TENNIS CLUB may make reasonable changes to these rules at any time.

3. The member must cancel any advance court booking as soon as they are aware
that they can not attend their booking. Continuous misuse of the booking system could result
in a temporary block to their on-line booking account.

4. MCS TENNIS 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. When a member has paid funds on to their account, these are paid directly to the club’s bank
account and MCS TENNIS CLUB policy is not to allow payback.

6. MCS TENNIS CLUB may assign the benefit of this agreement - and MCS TENNIS CLUB's rights thereunder - to a third party on notice to the member.

7. The membership agreement is governed by English Law.

FACILITIES AND SERVICES

MCS TENNIS 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.

LIMITATION OF LIABILITY

1. Members must secure their personal belongings at all times whilst using the club’s facilities. MCS TENNIS CLUB, its employees, agents or sub-contractors, will not be liable for any loss, damage or theft of any property brought onto MCS TENNIS CLUB premises.

2. Members are responsible for ensuring their correct operation or use of any MCS TENNIS CLUB facilities.

3. Some areas of MCS TENNIS CLUB are unsupervised and MCS TENNIS 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.

CONDUCT

1. MCS TENNIS 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 or parents of members of the club. Whenever any such behaviour occurs, the club will take reasonable and appropriate action.

2. Members will not abuse the facilities or equipment at MCS TENNIS CLUB and will be required to pay for any damage to property where they have wilfully or negligently caused such damage.

3. Appropriate clean clothing and shoes must be worn at all times in the club.

MISCELLANEOUS

1. MCS TENNIS CLUB reserves the right to use any photographs of MCS TENNIS CLUB facilities (which may include you, provided your inclusion is incidental) for press and promotional purposes provided reasonable
notice is given.

2. MCS TENNIS 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 MCS TENNIS CLUB that the member's behaviour is acceptable.

VISITORS

Members introducing guests to the club to use any of the facilities shall ensure that the correct
visitor fee is paid 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 at the reduced rate,
unless playing in the club’s pay and play scheme. Other non-members must pay the appropriate
fees at reception.

CLUB PREMISES

1. All members have a responsibility to keep the club premises clean tidy and in good order

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 club,

4. Dogs (other than guide dogs) and other pets are not allowed in the club buildings or any
playing/fitness 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.

5. Bicycles are not allowed in the club buildings

6. Any damage to the club premises or its contents must be reported immediately.

7. 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.

8. The speed limit of 3 mph within the club grounds must be observed.

TENNIS Court etiquette

1. Suitable sports clothing and shoes with non-marking soles shall be worn on 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.

Outdoor courts

1. A booking system is in operation on all outdoor courts and is available online and by Clubspark app. At certain times priority is given to league matches, club tournaments, coaching sessions and other events.

2. The Committee is empowered to make rulings on matters concerning club play.

3. Floodlights cannot be used after 10.30pm.

Teams

The Committee 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.

Wimbledon Tickets

As MCS tennis club is a Lawn Tennis Association registered club, all members - both tennis
and fitness - are able to apply for Wimbledon tickets. 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 or out to the Wimbledon ballot.

COMPLAINTS OR GRIEVANCES

1. Any club member who wishes to raise a grievance should aim in the first instance to resolve it
informally with a committee member. However, if the grievance cannot be resolved
informally, , the grievance should be set out in writing and forwarded to the club Chairperson.

2. The club Chairperson 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.

3. 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.

4. The club shall not be responsible for any articles brought onto the club premises or grounds by
any member or visitor.