

Our Club Rules

General Conditions of Membership, Rules & Regulations

1. Interpretation

In these rules:

1.1 The following words shall bear these meanings:

The Company: The West Hants Lawn Tennis Company(Bournemouth) Limited.

The Board: The Directors for the time being of the Company.

The Secretary: The Secretary for the time being of the Company.

The Manager: The Chief Executive for the time being of the Company or the person from time to time authorised to exercise the powers of the Chief Executive.

The Club: The West Hants Club.

Member: Member of the Club.

Annual Club Year: 1st January to 31st December

1.2 Words importing the masculine gender shall include the feminine gender and words importing the singular number include the plural and vice versa.

2. Name

The name of the Club is The West Hants Club.

3. Objectives

The Club is formed to provide for members, and the community, facilities for tennis, squash, racketball, padel, swimming, other sports, exercise & fitness and to supply members with refreshments and all things incidental to an Amateur Sports Club.

4. Constitution of a Club

4.1 The Club is a Proprietary Club, the proprietors and sole managers of which (subject to these Rules) are the Company and all profits of which are used for the benefit of the Club but not for distribution to Club members.

4.2 All questions of income and expenditure and those relating to the appointment and dismissal of employees shall be under the control of the Board.

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5. Categories of Membership

5.1 Membership of the Club shall be open to anyone interested in the sports on application regardless of gender, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. However, limitation of membership according to available facilities is allowable on a non-discriminatory basis.

5.2 The Club may have different classes of membership and subscription on a non-discriminatory and fair basis. The Club will keep subscriptions at levels that will not pose a significant obstacle to people participating.

5.3 Membership entitles an individual to use of the Club's facilities certain tariff charges and availability subject to the conditions of their chosen membership category. The tariff charges are in addition to the joining fees and subscription fees. A current list of charges can be obtained from the Club's Reception. Examples of tariff charges include charges for professional coaching.

5.4 The applicant is asked to read and consider carefully all of what follows prior to signing any agreement, which refers to the following. In signing any such agreement the applicant accepts the contents completely and agrees to be bound by them and has taken all such independent advice on the contents as the applicant wishes.

5.5 FULL MEMBERSHIP

Can use all the Club facilities subject to paying current tariff charges and subject to the restrictions below:

- Single Adult – Relates to any person aged 28 or over at the time of joining.
- Partner – Relates to the second person in a couple living at the same address aged 28 or over at the time of joining.
- Under 28 (Intermediate) – Relates to a person who is aged between 21 and 27 (inclusive) at the time of joining. Proof of age is required at time of joining.
- Under 21 – Relates to a person aged between 18 and 20 (inclusive) at the time of joining. Proof of age is required at time of joining.
- Under 18 (Youth) – Relates to a person aged 17 or under at the time of joining. This category requires that a parent or bona fide guardian aged 21 or over is at least a Social member.
- Family – Relates to a couple living at the same address and their children aged 17 or under.

5.6 EXERCISE AND FITNESS

Can use the gymnasium, swimming pool, fitness classes and social facilities. Squash and outdoor tennis courts may be used after 2pm on Saturday and Sunday (subject to availability, advance booking is not permitted).

- Single Adult – Relates to any person aged 28 or over at the time of joining.
- Partner - Relates to the second person in a couple living at the same address aged 28 or over at the time of joining.
- Single Adult Off Peak – Relates to any person aged 28 or over at the time of joining with usage restricted to before 4.30pm (last entry time to the Club is 4pm) Monday to Friday; and 2pm-7pm Saturday, Sunday, and Bank Holidays.
- Off-Peak members may use the social facilities at all times. Entry outside of Off-peak times must be gained by signing in at Reception as membership card will not allow automatic entry after 4pm.

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5.7 SOCIAL

The usage is restricted to the social areas, other than as a spectator.

5.8 TEMPORARY

Temporary membership shall be at the sole discretion of the Manager. Where a temporary membership is granted it shall be for a minimum period of 3 months with an administration fee payable. (Temporary memberships are not available for under 18s or Social memberships).

5.9 CASC MEMBERSHIP

An individual membership for people in receipt of a pre-set list of income related benefits which mean they can clearly demonstrate they cannot afford the full fee may apply for this membership. In the first instance please apply in writing to the Chief Executive. The membership benefits are the same as our "Full" category.

6. Membership Fees

6.1 JOINING FEES

New members must pay the applicable fee in full, these fees being subject to change without notice.

6.2 SUBSCRIPTIONS

6.2.1 The annual subscription for all categories of membership shall be settled by the Board.

6.2.2 The Board may, however, modify or vary any subscription in special or exceptional circumstances.

6.2.3 Subscriptions are reviewed annually (usually 1st January) and shall be paid by either Direct Debit or lump sum.

- Lump sum payments are paid for a minimum of one year.
- Direct Debit payments for members' fees are a legally binding contract between the member and the Club. The Club reserves the right to change the subs and therefore direct debit amount at the beginning of the new subscription year.
- If the Club prices change at the start of the subscription year, members are able to cancel their membership within 4 weeks of the changes without penalties.
- Members wishing to cancel their membership must give one calendar-month's notice in writing. Notice will be taken from the 1st of the following month to end at the end of that month.
- Refunds will not be given for annual memberships that have not been used in full.

6.3 PROPERTY & FUNDS

6.3.1 The property and funds of the Club cannot be used for the direct or indirect private benefit of its members other than is reasonably allowed by this Rule.

6.3.2 The Club may provide sporting and related social activities, club sporting equipment, coaching, courses, insurance cover, medical treatment, reasonable away-match expenses, post-match refreshments and other ordinary benefits of Community Amateur Sports Clubs as provided for in the Finance Act 2002.

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6.3.3 The Club may also in connection with the sports purposes of the Club:

- i) sell and supply food, drink and related sports clothing and equipment.
- ii) employ members (though not for playing) and remunerate them for providing goods and services, on fair terms set by the Board without the person concerned being present.
- iii) pay for reasonable hospitality for visiting teams and guests
- iv) indemnify the Board and members acting properly in the course of running the Club against any liability incurred in the proper running of the Club (but only to the extent of its assets).

6.3.4 Winding Up

In the event of the Company being wound up the net assets of the Club will be disposed of in accordance with paragraph 4(3) of the Articles of Association of the Company.

7. General Conditions of Membership

7.1 Upgrade of membership will be permitted subject to the availability of membership within the requested category and the relevant fees being paid.

7.2 Downgrade of membership will only be permitted when a person is renewing a membership.

7.2.1 Temporary downgrade of membership is at the discretion of the Membership Manager and must be put in writing. Downgrades will be considered for a minimum of 3 months only and during such a period the Social membership subscription rate is applicable. There is no cash value to downgrading.

7.3 In the event of a membership subscription lapsing for any period of time a new joining fee will be payable at current joining fee rates.

7.3.1 No persons save temporary members shall be admitted to membership or admitted as candidates for membership without an interval of at least two days from nomination for application for membership and their admission as members.

7.3.2 No persons who are not members of the Club may be admitted to the Club premises unless accompanied by their hosts who are members of the Club. For full rules pertaining to guests please read Rule 9.

7.4 Membership cards will be issued to all current adult members and must be used to gain entry into the Club. Cards are not transferable and any card being used by another person other than the authorised member will result in the cancellation of the authorised user's membership, without a refund of joining fee or subscriptions already paid. Replacement of a lost card or failure to produce a valid membership card on entry to the Club will result in a tariff charge.

7.5 All tariff charges are subject to change without notice.

7.6 The Club reserves the right at any time to refuse any application for membership, to cancel or suspend the membership of any member and to refuse admission to any member or guest of a member where there are reasonable grounds for doing so such as conduct or character likely to bring the Club or Sports into disrepute. An appeal may be lodged in accordance with the complaints procedure set out in Rule 12.

7.7 Members are responsible for their guests being aware of, and adhering to, all Club rules and regulations. The member's membership could be suspended or cancelled if their guest's behaviour is unreasonable or the guest fails to adhere to such rules and regulations.

7.8 Persons under the age of 18 are the responsibility of their parent or guardian. All rules pertaining to persons under the age of 18 are in accordance with safety standards.

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7.9 Admission to the Club premises in general, and the Club bar and restaurant in particular, is at all times subject to current liquor licenses, planning consents and other statutory Acts of Parliament and statutory Certificates and Controls. Copies of relevant licenses and consents will be made available on request and members and guests will be expected to co-operate with the management and comply with them at all times.

7.10 The Club is situated in a residential area and members and guests are expected to come and go from the premises in an orderly and quiet manner, particularly so during late evening periods.

7.11 Non-compliance with any Club rules can result in the membership being suspended or cancelled without any refund.

8. General Rules

8.1 The Manager shall be entitled without prior notice to vary the opening times of the Club facilities.

8.2 The Manager has the right to prevent entry into the Club by, or to remove from the Club, any persons whose behaviour or attire is deemed unsuitable by the Manager.

8.3 It is the member's responsibility to read information on the noticeboards. Notices will be dated when posted and shall be effective from that date. Any changes to Club rules and regulations will be noted on the 'Important Notices' noticeboard.

8.4 Members must show consideration for one another in and around the Club. Profane or abusive language will not be tolerated.

8.5 Pets are not permitted in the Club or grounds.

8.6 Smoking (including e-cigarettes) is permitted only in designated areas.

8.7 The Manager reserves the right to pre-book court time for coaching, tournaments, matches, exhibitions and other social activities.

8.8 The member accepts that they enter into any activity at the Club entirely at their own risk. The member further accepts that, in the absence of negligence on the part of the Club or the Company, they will hold blameless the Club, its exercise and fitness specialists, instructors, or other employees, servants or agents (including any independent contractor) for any damages resulting from, but not limited to, injury or death incurred or arising from any activity undertaken at the Club.

8.9 In the absence of negligence neither The Club nor the Company can take responsibility for the loss of any money or personal properties of members or guests howsoever caused. In the absence of negligence neither The Club nor the Company is responsible for the loss or damage to members' or guests' cars whilst on Club property howsoever caused.

8.10 Members must park in designated parking spaces only. Cars parked illegally are subject to clamping.

8.11 The pool will be reserved at certain periods for adults only and swimming lessons. Please see noticeboards for details.

8.12 – The Club reserves the right to remove the contents from any locker used overnight. Contents removed from lockers will be kept for 3 weeks, after which time the contents will be given to charity. The Club is not responsible for the contents removed from the locker.

8.13 Members and guests must obey all posted signs.

8.14 All members and all guests swim at their own risk. All members and all guests must shower before using the pool, sauna, or steam room.

8.15 Only food that is purchased from The West Hants Club may be consumed on the premises. This rule applies to members, guests, visitors and spectators.

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8.16 Whilst participating in sporting activities only recognised sportswear appropriate to the chosen sport must be worn at all times. Worn or sweaty sportswear is not to be worn in the Club's social areas, including Clay Court shoes after play.

8.17 Sunbathing is not allowed on the Club premises.

8.18 The Club reserves the right to record telephone calls between Club members or staff and a member or guest of the Club.

8.19 The Management reserves the right to use any individual or group photographs of members and/or guests for press or promotional purposes taken on the Club premises.

8.20 No person may sell or supply goods or equipment of any nature or string racquets without the Board's consent.

8.21 No mobile phone is to ring or to be used in the Club or any part of its grounds so as to be a nuisance to fellow members, players or spectators whether or not they are members.

8.22 – The member warrants and represents that they are in good physical condition and that they know of no medical or other reason why they are not capable of engaging in active or passive exercise and that such exercise would not be detrimental to their health, safety, comfort or physical condition.

8.23 – The member shall not use any Club facilities whilst suffering from any infectious or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts, abrasions, open sores or minor infections where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of the other members.

8.24 Refunds for courses, classes and social events are at the discretion of the Chief Executive and will only be granted if the place is resold. Personal Training is non-refundable.

9. Guest Rules - all guests will be charged at the listed tariffs.

9.1 Guests must be signed in by a member at the reception desk immediately upon entering the Club and the appropriate guest fee must be paid.

9.2 Guest fees are due in addition to appropriate tariff charges.

9.3 Members must be aged 12 years or more before they can sign a guest into the Club. This rule will be waived if it involves an organised tennis match and permission has been granted by the Manager to the parents.

9.4 A member can bring a maximum of six adult individuals (aged 18+) as a playing guest per year. Adults may bring a maximum of two playing guests per day; Juniors may bring one playing guest per day. Playing guests may only visit a maximum of three times per calendar year.

9.5 The limit to the number of Social guests is two per member per visit, and guests can only use the Bar and Restaurant facilities.

9.6 Guests using the Gym may only use the CV equipment.

9.7 If a rackets player is playing in an official Club team match no guest fee will be charged for their opponent.

9.8 If a social guest of a member is found to be using any facilities other than the bar or restaurant, then the membership of that member will be cancelled with no refund made.

9.9 The member who signs the guest in must accompany their guest at all times. Guests will not be admitted until the member is present.

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10. Rules pertaining to under 18s

10.1 Young persons aged 11 and under cannot enter or be left at the Club unattended, unless attending an organised Club activity. Children under 12 must be collected immediately after an organised activity had finished.

10.2 Young persons under the age of 16 must not use the steam room or saunas.

10.3 Swimmers under the age of 12 must be accompanied and supervised in the pool by an adult (aged 18 or over who is a sporting member) in swimwear at all times.

10.4 Young persons must comply with the Club regulations governing the use of the swimming pool.

10.5 Parents are totally responsible for their children's behaviour at all times during a visit to the Club. Children who abuse the Club and its facilities may jeopardise their whole family's membership.

10.6 Children who have reached 8 years of age are expected to use the changing rooms designated for their own gender.

10.7 Children under 12 must leave the Club by 8pm on Fridays (unless accompanied by an adult or taking part in an organised activity). Certain social events may be for over 18s only and any age restrictions will be advised per event.

10.8 Young people aged 14 and 15 can only use the gymnasium when accompanied in the gym by a parent who is either a 'Full' or an 'Exercise and Fitness' member, or a Club Personal Trainer. They must also have received an induction from the West Hants Fitness Team. 14 year olds may only use the cardiovascular machines. 15 year olds may use resistance machines or free weights when accompanied by an aforementioned parent or Club Personal Trainer.

10.9 Young people aged 13 can only use the gymnasium at weekends, between 12pm and 3pm when accompanied in the Gym by a parent who is either a 'Full' or an 'Exercise and Fitness' member. 13 year olds may only use the cardiovascular machines.

10.10 Young people aged 16 and 17 may participate in Studio classes only when accompanied by a parent who is either a 'Full' or an 'Exercise and Fitness' member.

11. Members Advance Booking Procedures and Regulations. "Advance" is defined by a booking made more than 30 minutes prior to the start of a session.

11.1 A "No Show" record will be noted in the event of a court booking or studio class being unattended with no notice given. After a second "no show", a fee of £10 will be applied and advance booking rights suspended until the fee is paid. "No show" fees collected are donated to our nominated charity. Please ensure you tap your card on arrival to ensure we have an accurate record of your visits.

Relating to Studio Class Bookings

11.2 Only Full, Fitness, and Off-Peak members may book Fitness Classes. Off-Peak members may only book classes that take place during Off-Peak hours.

11.3 Details of classes are available via the Elite Live app or via Reception.

11.4. Classes are available to book online 7 days in advance. Online bookings open at 8am daily.

11.5 Full, Fitness, and Off-Peak members aged 16+, are permitted to advance book two classes per day. For members aged 16 and 17 parents must ensure adherence to these booking procedures and regulations. Additional classes may be booked on the day. Please also note rule 10.10 above.

Relating to Court Bookings

11.6 Only Full members members may book tennis, squash, or padel courts.

11.7 Details of playing sessions and court availability are available via the Elite Live app or via Reception. Members may only use those courts declared fit for play.

11.8 Courts are available to book online 7 days in advance. Online bookings open at 7am daily.

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11.9 Full individual members, aged 12+, are permitted to advance book one court per day, per racket sport. For members aged 12-17 (inclusive) parents must ensure adherence to these booking procedures and regulations.

11.10 When playing on an advanced booked court, play is limited to a daily maximum of two hours per racket sport. These hours may not be consecutive. Exceptions to this are:

- West Hants Coach-led sessions (eg. Mixed morning, Club Night, Club Squads)
- West Hants individual coaching (eg. Private lessons)
- West Hants Club Tournament matches (eg. Club Championships, Club Handicap). Court restrictions may apply.
- Playing on a court which is available (vacant) within 30 minutes of the start time.
- Padel - please see 11.12 below for specific permissions regarding padel play.

11.11. Full individual members are permitted to play a maximum of seven hours each of indoor tennis, squash or racketball per week. These seven hours are inclusive of any coaching lessons. Club arranged coach-led sessions are excluded from the seven hours of permitted play.

11.12 Full individual members are permitted to play padel three hours maximum, per week, inclusive of West Hants Coach-led sessions and individual lessons.

11.13 Members may only book courts in their name or for a member of their household who has a Full membership.

11.14 If play has not begun, between at least 2 people, within 15 minutes of the commencement time on a booked court, with or without being marked as arrived at Reception, the court shall be deemed 'vacant' and may be used by other members or West Hants Club coaches.

11.15 Only approved West Hants Club coaches are permitted to coach on Club courts.

11.16 Any rackets lessons cancelled with less than 48 hours notice will be subject to a full payment.

11.17 Privately owned ball machines and hoppers are permitted provided they do not disrupt the enjoyment or safety of members/players on adjacent courts.

11.18 Courts should be left clean and tidy at the end of every playing session with the Clay Courts being swept and brushed.

11.19 Court times, club sessions and availability for matches will be decided by Club Management.

11.20 In all matters arising out of availability, playability (eg. adverse weather), allocation and booking of courts, the decision of the Club Management is final.

12. Complaints

Complaints concerning any matter affecting the Club shall be made in writing to the Manager who shall deal with the matter. If the complaint so requires the Manager shall refer the matter to the Board of Directors, whose decision will be final.

13. Member Committees

The Club may have various user groups to represent the members' interests and to have consultation meetings with the Manager from time to time.

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14. Rule Changes

14.1 These Rules and Regulations may from time to time be revoked, altered or added to by the Board.

14.2 No alteration or addition to the Rules governing the objects of the Club, qualifications for membership (other than changes in subscriptions), admission of members and guests and the sale of intoxicating liquor shall be made without the consent of the Licensing Justices.

15. Priority

Where there is any conflict between any of the above Rules (“key Rules”) and any other rule or rules the key Rule(s) will take priority. Interpretation of all the Rules must be consistent with the statutory requirements for CASCs (which means Community Amateur Sports Clubs as first provided for by the Finance Act 2002).