These terms may have changed since you last reviewed them and replace any previous versions.

**1. Definitions that apply in these terms**

1.1 **"Application"** means your application for a Membership to use our Services;

1.2 **"Club Premises"** means The Club House, Roslin Road South, Talbot Woods, Bournemouth, BH3 7EF, and for the avoidance of doubt includes all outdoor areas such as the tennis courts and car park;

1.3 **"Facilities"** means any of the available facilities on the Club Premises, including but not limited to the gym, tennis, padel, racketball and squash courts, swimming pool, saunas and steam room;

1.4 **"Membership"** means your Membership and the Membership of any adult or child linked to your Membership;

1.5 **"Reception"** means the Club's reception desk located in The Club House;

1.6 **"Services"** means the provision of facilities for playing tennis and other recreational, sporting and leisure activities;

1.7 **"Social Facilities"** means the Club's restaurant and bar;

1.8 **"Tariff Charges"** means any charges in addition to your Membership fee, including, but not limited to, charges for professional coaching, personal training, replacement of you Membership card, or guest entry;

1.9 **"The Club" / "We" / "Us" / "Our"** means The West Hants Club;

1.10 **"Website"** means www.westhants.co.uk; and

1.11 **"You" / "Your" / "the Member"** means you or any person using our Services under your Membership, including guests.

**2. These terms**

2.1 **What these terms cover.** These are the terms on which we will supply our Services to you. By making an Application for Membership, you agree to comply with these terms.

2.2 **Why you should read these terms**. These terms constitute the contract between you and us. Please read these terms carefully before making an Application for Membership.

2.3 **Our right to make changes to these terms.** We may make reasonable changes to these terms at any time.

**3. Information about us and how to contact us**

3.1 **Who we are.** We are The West Hants Club. We are a registered charity in England and Wales (number 1204064), a company limited by guarantee incorporated and registered in England and Wales with company number 13692644, also incorporating our wholly owned subsidiary West Hants Club (Trading) Limited registered in England and Wales company number 10087207, and have our registered office at The Club House, Roslin Road South, Talbot Woods, Bournemouth, BH3 7EF.

3.2 **How to contact us**. To contact us, please visit the Club during our opening hours, email us on info@westhants.co.uk, or phone us on 01202 519455.

3.3 **How we may contact you.** We may need to contact you about your Membership from time to time. We will do so by telephoning you on the number you provide in your Application, or by writing to you at the email or postal address you provide in your Application. It is your obligation to ensure that your contact details are up to date. Please ensure any changes to your postal or email address or telephone number are notified to us. We cannot be responsible for any communications that you do not receive because you did not update your contact details with us.

**4. Our contract with you**

4.1 **How we will accept your Application.** Our acceptance of your Application will take place when we write to you to accept it, at which point a contract will come into existence between you and us.

4.2 **If we cannot accept your Application.** If we are unable to accept your Application, we will inform you of this in writing or by phone. This may be because you do not meet the criteria for the Membership category you have applied for, or if you have defaulted on a previous Membership with us, for example if you do not give us information we need under clause 8.3.

4.3 We also reserve the right to refuse Membership on non-discriminatory grounds, where Membership would be likely to not be in the best interests of the sport or the good conduct and interests of the Club.

**5. Categories of Membership.** We have a wide range of Membership categories, as set out below:

5.1 **Full Membership.** Entitles the Member to enjoy tennis, squash, racketball, padel tennis, gym, studio classes, the swimming pool, and all Social Facilities.

5.1.1 **Single Adult.** Relates to a person aged 28 or over at the time of joining.

5.1.2 **Partner.** Relates to the second person in a couple living at the same address aged 28 or over at the time of joining.

5.1.3 **Under 28.** Relates to a person aged between 21-27 (inclusive) at the time of joining.

5.1.4 **Under 21**. Relates to a person aged between 18-20 (inclusive) at the time of joining.

5.1.5 **Under 18.** Relates to a person aged 17 or under at the time of joining. This category requires that a parent or legal guardian aged 21 or over has at least a Parent Membership. When becoming 18 years old the youth will become an adult Member and the responsibility for the Membership agreement will transfer to the individual from the parent/legal guardian.

5.1.6 **Under 5 (Child)**. Relates to a child aged 4 or younger at the time of joining.

5.2 **Fitness Membership.** Entitles the Member to use the gym, studio classes, swimming pool, and all Social Facilities. Fitness Members are also entitled to free use of the outdoor tennis courts and squash or racketball courts after 2pm on weekends, subject to availability (advance booking of courts is not permitted).

5.2.1 **Single Adult**. Relates to a person aged 28 or over at the time of joining.

5.2.2 **Partner**. Relates to the second person in a couple living at the same address aged 28 or over at the time of joining.

5.3 **Social Membership.** Social Membership entitles the member to enjoy Club social events, spectating of sports and use of the Social Facilities. This category may include people who have retired from sporting activities or who are injured or away for a period of time (this membership is of West Hants Club (Trading) Limited).

5.4 **Parent Membership.** Parent Membership entitles the member to accompany their child/ren U18 who is attending a sporting activity and enjoy the use of the Social Facilities i.e. Bar and Restaurant.

5.5 **Guest Membership**. Members' guests may enjoy the same benefits of the accompanying Member, see Tariff rates.

5.6 **Joint Membership.** Joint Memberships are available on all adult categories for couples living at the same address. Please note that one Member will pay the 'individual' rate and the other will pay the 'partner' rate. If applying for different categories, the 'individual' rate will apply to the higher value category.

5.7 **Family Membership.** A Family Membership comprises Full Joint Membership plus the eldest child (aged 17 or under). Memberships for all other children in the family (aged under 17) are free. We reserve the right to limit the number of children linked to a Family Membership.

5.8 **Temporary Membership.** Temporary Memberships will be granted at our sole discretion and for a minimum period of 3 months (**"Initial Term"**). Temporary Memberships will not be offered where the Club is operating a waiting list or where membership is otherwise closed.

5.9 **Concessionary Membership**. For adults on a low or modest income who can demonstrate that they cannot afford the Full Membership fees. Please contact us using the details set out in clause 3.2 for details regarding eligibility. You may be asked to provide certain documentation as proof of entitlement. Concessionary Members may enjoy the benefits of Full Membership at a reduced cost.

**6. General Conditions of Membership**

6.1 **Changing your Membership category**. Membership 'upgrades' and 'downgrades' will be permitted, subject to availability. If you wish to change your Membership category, you will need to give us notice in accordance with clause 9 and 10.

6.2 When you change categories, your Membership fees will change to the current fees advertised for that category for new Members. You will have to pay any difference in the Membership and joining fees between your new category and your old category.

**7. Starting your Membership**

7.1 **Joining fee.** A joining fee may apply for certain categories of Membership. In the event of a Membership subscription lapsing (for any period of time), a new joining fee will be payable at the then current rates.

7.2 **Membership fees**. The commitment you will have for paying fees depends on the Membership category you apply for:

7.2.1 **Annual Membership**. Your Membership will commence on the date we accept your Application and will end after 12 months, unless you renew your Membership. Your Membership fee is due annually in advance.

7.2.2 **Monthly Membership.** Your Membership will commence on the date we accept your Application and continue until you give us notice to end your Membership in accordance with clause 13. Your Membership fees are payable monthly by direct debit. You will need to pay an amount from the day your Membership commences plus a full month's payment, and your direct debit will commence the following month. For example, if you join on or after the twentieth day of November, you will need to pay a pro rata amount for November plus the full month of December. Your direct debit will then be applied for 1st January. Your Membership fees are due in advance on the 1st of each month. We will ask your bank for your monthly payment on or around the first working day of each month.

7.3 **Increases in Membership fees.** We reserve the right to increase Membership fees at any time, however we will give you 1 months' notice and you will have the right to end the contract under clause 12.1.

7.4 **Tariff Charges.** Tariff Charges are in addition to the joining fee, administration fee, and Membership fees. Please ask at Reception for a current list of all our fees and Tariff Charges.

7.5 **Certain conditions may apply to certain categories of Membership.** Certain conditions may need to be satisfied before we accept an Application for certain categories of Membership. For under 18s, a parent or legal guardian needs to sign the Application. In doing so, they agree to be responsible for the behaviour and actions of the under 18 at all times, and to pay us any amounts due in respect of their Membership.

7.6 **Your Membership card/key ring or phone disc.** We provide all adult members and children age 12 and above with a membership card, key fob, or phone disc. These are required for club entry and are strictly non-transferable. Members may be asked to present an additional form of identification alongside their membership item upon entering the club. If another individual uses your membership card, key ring, or phone disc, we reserve the right to terminate your membership at our discretion. Replacement for a lost or invalid membership card, key ring, or phone disc, will incur a Tariff charge based on the current rate

7.7 **Members Photos.** We require that all Members have their photograph taken when collecting their Membership card.

**8. Providing our Services**

8.1 **When we will provide our Services.** We will provide our Services to you from our acceptance of your Application until your Membership expires, or either of us ends the contract in accordance with these terms.

8.2 **We are not responsible for other factors outside our control.** If our performance of our Services is affected by an event outside our control, we will contact you as soon as possible to let you know.

8.3 **What will happen if you do not give us information we need**. We may need certain information from you so we can supply our Services under your chosen Membership category (such as proof of age, bank account, or contact details).

If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may not be able to enter into a contract with you. We are not responsible for delays to our Services if this is caused by you not giving us information we need.

8.4 **Reasons we may suspend the services.** We may have to suspend the provision of our Services in certain circumstances, including, but not limited to, the following:

8.4.1 to deal with technical problems or to make minor technical changes;

8.4.2 to update our Services to reflect changes in relevant laws and regulatory requirements;

8.4.3 to make changes to our Services as requested or notified by you in accordance with clause 10; or

8.4.4 as necessary in connection with events, cleaning, repairs, maintenance works, or for any reason outside our control.

We may, at any time, need to vary the Club's opening times or withdraw all or part of the Facilities for any period or periods of time, and with or without notice.

8.5 **Your rights if we suspend our Services.** We will contact you in advance to tell you we are suspending our Services, unless the problem is urgent or an emergency. We will not compensate you if any of the circumstances in clause 8.4 occurs.

8.6 **We may also suspend our Services if you do not pay.** If you do not pay us for our Services when you are supposed to, and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend our Services until you have paid us the outstanding amounts. We will contact you in advance to tell you we are suspending our Services.

**9. Your rights to downgrade your Membership**

9.1 At any time, other than after you have given us notice to end your Membership, you may downgrade your Membership to Social or Parent for a minimum period of 3 consecutive months, unless there is a medical reason for the downgrade. Downgrades will be granted at our sole discretion and may not be offered if the Club is operating a waiting list.

9.2 Please contact us if you wish to downgrade your Membership. The downgrade will take effect from the first day of the month following the date we receive your request. Your Membership will automatically restart at the end of your downgrade.

9.3 If we find that you are using the sporting Facilities while your Membership has been downgraded, your Membership will immediately restart and you must pay any appropriate Membership fees that are due for the period while your Membership was downgraded. We also have the right to end our contract with you in accordance with clause 15.1.2.

9.4 Throughout the time your Membership is downgraded, the Social or Parent Membership fee rate will be applicable. Should a Member pay upfront for the year and have to downgrade during that term, upon renewal, we will adjust their Membership price for the difference of the downgrade and Membership category paid for.

**10. Your rights to make changes to your Membership and/or our Services.** If you wish to change your Membership category for example from Social to Full or Fitness, please contact us and we will let you know if the change is possible, and anything necessary as a result of your request e.g increased fees. If the Club is operating a waiting list this may not be possible.

**11. Waiting Lists.** The Club may, at its sole discretion, operate a waiting list or close membership in any category. During such periods, applications for membership may be paused. The operation of any waiting list shall be governed by the Club;s Waiting List Policy, as amended from time to time.

12. **Our rights to make changes to our Services**

12.1 **Changes we can always make**. We may always change our Services:

12.1.1 to reflect changes in relevant laws and regulatory requirements; and

12.1.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes may affect your use of our Services if we have to withdraw all or part of the Facilities for any period or periods of time, or change instructors providing any of our Services (such as studio classes).

We will try to offer you alternative arrangements where we have advance notice, however this may not always be possible. No refunds shall be given for changes. Where such a change is due to circumstances outside our control, clause 8.2 shall apply.

12.2 **We may withdraw our Services.** If this happens, we will write to you to let you know that we are going to stop providing our Services. Where possible, we will provide reasonable notice in advance of our withdrawal of the Services, and refund you any sums you have paid in advance for Services which will not be provided.

**13. Notices**

13.1 How to give us notice. Members wishing to cancel their Membership must give 1 calendar months' notice in writing. If you give notice on or after the eighth day of 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 to end at the end of that month (regardless of the date on which notice is given by you).

13.2 **When will the contract end**. The contract will end once the due notice period is given or at the end of the Initial Term (if applicable).

13.3 **Proof of receipt.** Your notice will not be effective until we have received it in writing. We therefore strongly suggest you obtain proof of receipt.

13.4 Subject to clause 13.1 and clause 15, notice will be deemed served:

13.4.1 if sent by post, at 9.00am two business days after posting; or

13.4.2 if sent by email, at the time of transmission.

13.5 If we notify you of any changes to fees due for your Membership and/or our Services, such changes will be effective from the first day of the month following the date of our notice (regardless of the date on which the notice is given by us).

13.6 Refunds will not be given for Annual Memberships that have not been used in full.

13.7 **Exercising your right to change your mind and receive a refund under the Consumer Contracts Regulations 2015.** For Memberships and/or Services bought, you have a 14-day 'cooling-off' period from the date of purchase. This is subject to certain conditions, as set out below.

13.8 **The deadline for changing your mind**. If you change your mind, you must let us know no later than 14 days after the day we confirm we have accepted your Application. If such action is taken after this 14-day period, this clause 13 shall apply.

13.9 **When you cannot change your mind.** You cannot change your mind about and must pay for Services provided up until the time you tell us you have changed your mind. If you use our Services during the 14-day cooling-off period, we will charge a proportion of the fee to cover this period.

13.10 **When and how we will refund you (if applicable)**. We will make any refunds due to you as soon as possible and within 14 days of you telling us you have changed your mind. We will refund you by the method you used for payment. All joining and administration fees and Tariff Charges are non-refundable.

**14. If there is a problem with your Membership and/or our Services**

14.1 **You have rights if there is something wrong with your Membership and/or our Services.** If you think there is something wrong with your Membership and/or our Services, please contact us. We honour our legal duty to provide you with Services that are as described to you on our Website and that we meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information, please visit the Citizens Advice website (www.citizensadvice.org.uk).

**Summary of your key legal rights**

If your product is services, the Consumer Rights Act 2015 says:

You can ask us to repeat or fix a service if it is not carried out with reasonable care and skill, or get some money back if we cannot fix it.

If a price has not been agreed upfront, what you are asked to pay must be reasonable.

If a time has not been agreed upfront, it must be carried out within a reasonable time.

**15. Our rights to end the contract**

15.1 **We can end our contract with you**. We can end our contract with you for our Services and claim any compensation due to us (including but not limited to any Membership fees due from you under your chosen Membership category) in certain circumstances, including, but not limited to, the following:

15.1.1 if you do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due; or

15.1.2 in the event of any misconduct or vexatious behaviour by you, or if you breach our Club Rules in accordance with our Disciplinary Policy and Procedure which is available on our Website.

**16. Price and payment**

16.1 **Where to find our prices.** The price of our Services will be the price indicated for your chosen Membership category when you make your Application. We use our best efforts to ensure that the price of our Services advised to you is correct. However, it is always possible that, despite our best efforts, some of the Membership categories or our Services may be incorrectly priced. We will normally check prices before accepting your Application so that, where the correct price is less than our stated price on the date you make an Application for Membership, we will charge the lower amount. If the correct price of the Services is higher, we will contact you for instructions before we accept your Application. If we accept and process your Application where a pricing error is obvious and unmistakeable, and could reasonably have been recognised by you as a mispricing, we may end the contract and refund any sums you have paid. We review all our prices annually, and we only charge VAT on Social Memberships because it is a membership of West Hants Club (Trading) Limited.

16.2 **Administration charge on late payments.** If your direct debit is returned as unpaid we reserve the right to add a £10 administration fee and suspend our Services in accordance with clause 8.6.

16.3 **What to do if you think an invoice is wrong**. If you think an invoice is wrong, please contact us.

**17. Our responsibility for loss or damage suffered by you**

17.1 **We do not compensate you for all losses caused by us or our Services.** We are responsible for losses you suffer caused by us breaking this contract, unless the loss is:

17.1.1 **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your Application meant we should have expected it (so, in the law, the loss was unforeseeable);

17.1.2 **Caused by a delaying event outside our control**. As set out in clause 8.2;

17.1.3 **Avoidable.** Something you could have avoided by taking reasonable action;

17.1.4 **A business loss.** We only provide our Services for domestic and private use. If you use our Services for any commercial, business or re-sale purpose, we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for:

17.2.1 death, personal injury or loss of or damage to your property caused by our negligence or the negligence of our employees, agents or subcontractors; or

17.2.2 fraud or fraudulent misrepresentation.

17.3 Nothing in these terms is intended to limit your rights as a consumer.

**18. We use your personal data as set out in our Privacy Policy.** How we use any personal data you give us is set out in our Privacy Policy which is available on our Website.

**19. You have several options for resolving disputes with us**

19.1 **Our complaints policy**. If you have any complaints about your Membership and/or our Services, please contact us in accordance with our Complaints Policy and Procedure which is available on our Website.

19.2 **You can go to court**. These terms are governed by English law, and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

**20. Other important terms**

20.1 **We can transfer our contract with you, so that a different organisation is responsible for providing the Services**. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may wish to end the contract in accordance with clause 12 of these terms. You cannot transfer your contract with us to someone else.

20.2 **Nobody else has any rights under this contract**. This contract is between you and us. Nobody else can enforce it, and neither of us will need to ask anybody else to sign-off on ending or changing it.

20.3 **If a court invalidates some of this contract, the rest of it will still apply**. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

**Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you are not allowed to, but that does not mean we cannot do it later