

THE WEST HANTS CLUB

Roslin Road South, Bournemouth, Dorset BH3 7EF
T: 01202 519455 E: info@westhants.co.uk www.westhants.co.uk

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.

Club Year: 1st May to 30th April inclusive.

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, swimming, other sports, exercise and fitness and to supply members with refreshments and all things incidental to an Amateur Sports Club.

4 – Constitution of 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.

5 – Categories of Membership

5.1 – Membership of the Club shall be open to anyone interested in the sports on application regardless of sex, 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 subject to the conditions of their chosen membership category,

certain tariff charges and availability. The tariff charges are in addition to the joining fees and subscription fees. A current list of charges can be obtained from the Club reception. Examples of tariff charges include charges for professional coaching or booking a tennis court.

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 over the age of 28 at the time of joining.

Partner – Relates to a person living at the same address over the age of 28 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 at the time of joining. Proof of age is required at time of joining.

Under 18 (Youth) – Relates to a person aged under 18 at the time of joining. This category requires that a parent or bona fide guardian is at least a social member.

Family – Relates to a couple living at the same address and their children under 18.

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).

Single Adult – Relates to any person over the age of 28 at the time of joining.

Partner – Relates to any person living at the same address over the age of 28.

Single Adult Off Peak – Relates to any person over the age of 28 with usage restricted to before 4.30pm (last entry time to the Club is 4.00pm) Monday to Friday and 2.00-9.00pm Saturday and Sunday.

Partner Off Peak – Relates to any person being at the same address over the age of 28 with usage restricted to before 4.30pm (last entry time to the Club is 4.00pm) Monday to Friday and 2.00-9.00pm Saturday and Sunday.

Off Peak members may use the social facilities in the evening. Entry must be gained by signing in at reception as membership card will not allow automatic entry after 4pm.

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 18 or social memberships)

5.9 – CASC MEMBERSHIP

An individual membership for people on a low or modest income who 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 Membership"

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 classes 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 (normally 1st May) 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 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.
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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.

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).
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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 members and are to 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.

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 appearance is deemed unsuitable by the Manager.

8.3 – It is the member's responsibility to read information on the notice boards. 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' notice board.

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 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, swimming lessons, or children's parties. Please see notice boards 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.

8.16 – Whilst participating in sporting activities only recognised sports wear 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.

8.17 – Sun bathing 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 he / she is in good physical condition and that he / she knows of no medical or other reason why he or she is not capable of engaging in active or passive exercise and that such exercise would not be detrimental to his / her 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

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 6 guests per year, with the same guest only a maximum of 3 times per year. Adults may bring a maximum of 2 playing guests per member on any day, whilst Juniors under 18 years may only bring 1 playing guest per day unless otherwise approved by the manager. The limit to the number of social guests is 2 per member per visit, and guests can only use the bar and restaurant facilities. All guests will be charged at the listed tariffs.

9.5 – If a racquets player is playing in an official Club team match no guest fee will be charged for their opponent. For external run leagues & competitions involving non-members, ie. Dorset Winter leagues, the appropriate guest fee must be paid.

9.6 – 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.

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

10 – Rules Pertaining to Under 18s

10.1 – Young persons under the age of 12 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 baths and saunas.

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

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

10.5 – Young people under the age of 14 can only use the gymnasium if **a)** They are being personally trained by one of the Club's Personal Trainers or **b)** They are part of the Club's Performance Squad and are overseen by a Performance Coach.

10.6 – 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 the whole family's membership.

10.7 – Children who have reached 7 years of age are expected to use the changing rooms designated for their own sex.

10.8 – Children under 12 must leave the Club by 8.00pm (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.

10.9 – Young people under the age of 16 and over the age of 14 can only use the gymnasium if they are accompanied in the gym by a parent who is either a 'Full' or an 'Exercise and Fitness' member. This age group may only use the cardiovascular machines and under no circumstances should use the resistance machines or free weights unless accompanied by a Club Personal Trainer.

11 – Court Booking Procedures & Regulations

11.1 – Only full members and racquets members may book tennis or squash courts. Other members, if playing, must pay the relevant guest fee.

11.2 – Details of playing sessions and court availability are provided in reception. Members may only use those courts declared fit for play.

11.3 – In all matters arising out of availability, allocation and booking of courts, the decision of the Club Management is final.

11.4 – Court Bookings

In Person

All players must reserve a court before play. A player may reserve a court free of charge no earlier than 30 minutes prior to the start of the session.

Advanced Bookings (by person or phone)

A playing session may be reserved in person or by phone up to 14 days in advance by paying the required fee (if applicable). No person may book two sessions consecutively in advance.

11.5 – A paid court reservation may not be re-scheduled except in the event of inclement weather or on the member having given at least 48 hours prior notice of cancellation.

11.6 – Court bookings cancelled more than 48 hours prior to booking time will be permitted with no charge incurred.

11.7 – Any bookings cancelled with less than 48 hours will incur a full charge unless re-sold. Use of the Club will not be permitted until outstanding accounts (including any penalty charges) are settled.

11.8 – During peak periods, when all courts are in use, no person may play for consecutive sessions.

11.9 – The Manager reserves the right to restrict family membership to advance book up to 3 sessions per day and individuals 2 sessions per day.

11.10 – If play has not begun, between at least 2 people, within 15 minutes of the commencement time on a reserved court, with or without a stamp, the court shall be deemed 'vacant' and may be used by other members.

11.11 – Players in matches must reserve a court and mark it "match". Matches can only be played at designated times as indicated by reception. The players must not book such matches immediately prior to an existing booking but these matches may be played to completion. Other players wishing to reserve a court immediately following a match are obliged to wait until the match is completed.

11.12 – Only approved coaches and hitters are allowed to coach on the courts (except parents who wish to coach / practise with their own children). Any tennis lesson cancelled less than 48 hours from the time of the lesson will be subject to a full payment.

11.13 – With the exception of West Hants coaches and approved hitters only a maximum of 6 balls are allowed on court.

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

11.15 – Court times, playing sessions and availability for matches will be decided by the Manager.

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.

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).