

## TERMS & CONDITIONS OF MEMBERSHIP and CLUB RULES

Membership of PRESTWICK TENNIS AND FITNESS A Company Limited by guarantee incorporated in Scotland under Company Number 273788 and having its Registered Office at 1 Whinfield Place Prestwick (referred to in the rules as "The Club" or "The Company") is conditional upon observance of these Terms and Conditions of Membership and Club rules which the Directors reserve the right to alter at any time. Alterations will be posted on the Club Notice Board. Any dispute or difference, which may arise in regard to the interpretation of these Terms and Conditions of Membership and Club Rules, shall be determined by the Directors of the Club, whose decision shall be final and binding.

### 1.0 Acceptance as a Member

- 1.1 The directors shall have absolute discretion upon whether to accept the application of membership for any applicant as a member of the Club.
- 1.2 AN APPLICATION FOR MEMBERSHIP FOR THE CLUB SHALL CONSTITUTE A BINDING CONTRACT BETWEEN THE CLUB AND THE MEMBER.
- 1.3 Couple Membership shall be subject to the rules governing individual members, and each member is jointly and severally liable for the full value and any costs incurred as a result of obtaining payment.

### 2.0 Categories of Membership

- 2.1 Fitness Membership – Members may use the fitness gym and all the other club facilities excluding tennis/mini-tennis/badminton facilities.
- 2.2 Tennis Membership – The Member may use the Tennis and all the other club facilities excluding the fitness gym.
- 2.3 Tennis & Fitness Membership – Members may use all the club facilities.

### 3.0 Classes of Membership

Within the membership categories there are different classes of Membership. These are available only to people who meet the eligibility requirements of that class of Membership (and the Club may require applicants for Memberships, or Members who are applying to change their class of Membership, to provide evidence of age, status and other personal details)

- 3.1 Individual Fitness Membership available to 16 years and over.
- 3.2 Couple Adult Membership – Available only when using one direct debit
- 3.3 Junior Membership – Tennis only – Available to anyone 18 years of age or under on the 31<sup>st</sup> December of the year of joining.
- 3.4 Off-Peak Adult Membership – An off Peak member may use the facilities of the club between 6 am – 4pm Monday to Friday for Tennis and Fitness Subscriptions, additionally for Saturday and Sunday for Fitness Subscription between 3pm and 9.00pm and for Tennis Subscription between 7am – 9pm (and such additional times as may be notified from time to time).
- 3.5 Senior Citizen Membership – Available to anyone who is aged 60 years or above on their day of joining.
- 3.6 Student Membership – Available to anyone in full time education who is aged 16 or over (Proof/ID showing Full Time Student status is required as well as Birth Certificate or Passport).
- 3.7 Corporate Membership – as agreed by the Directors.
- 3.8 Family Membership – Tennis Only – Available to families with two full adult members of the Club and dependent children 18 and under.
- 3.9 Country Membership – Tennis Only – Available to members living more than 20 miles from Prestwick Tennis and Fitness.

### 4.0 Joining Fees, Subscriptions & Other Charges

- 4.1 All members shall pay a joining fee which must be paid on the first day of joining at reception.
- 4.2 All members should pay a membership subscription beginning when the member is accepted for membership. Membership subscriptions shall be payable by each member irrespective of the actual usage of the Club or change in personal circumstances.
- 4.3 Joining fees/subscriptions may be changed at any time at the Club's discretion. Such changes will be displayed on the Club's notice board 14 days prior to the change being effective, and this will be considered as the required notification.
- 4.4. Use of certain facilities at the Club is subject to payment of the current tariff charges, which are additional to the membership subscriptions.
- 4.5 All members agree that any subscriptions paid by them to the Prestwick Tennis and Fitness Club (an unincorporated association) since 1 October 2004 are properly due to the company.

### 5.0 Facilities

- 5.1 A Member is entitled to use the facilities available under the relevant category of Membership in accordance with the Terms and Conditions and Club Rules. The Club reserves the right to add to or change the facilities from time to time. The Club may also at any time withdraw all or any part of such facilities for any period(s) where the same are required for tournaments, or other activities or in connection with any repair, alteration or maintenance work.
- 5.2 The opening and closing times for the facilities of the Club shall be determined by the Club and may be varied from time to time at the Club's discretion with or without prior notice. These times will be displayed on the Club Notice Board.

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## **6.0 Conduct**

- 6.1 The Club has the right to prevent entry into the Club by anyone whose behaviour or appearance is deemed by it to be unsuitable.
- 6.2 Members must obey notices and signs on display in the Club. It is the Member's responsibility to read any information on the Club Notice Boards and to ensure he/she and his/her children and any Junior Member for who he/she is responsible abide by these notices and signs whilst in the Club.
- 6.3 Members, guests and visitors must dress appropriately.
- 6.4 No crockery/glasses are allowed in the changing rooms, gym and tennis courts.
- 6.5 Pets (with the exception of guide dogs) are not permitted in the Club.
- 6.6 Smoking is not permitted within club grounds.
- 6.7 Members and guests should NOT consume their own food or drink in the Café/Social Area.

## **7.0 Termination of Membership**

- 7.1 The Club may, at any time, terminate or suspend the Membership of a Member.
  - 7.1.1 Without notice and with immediate effect without refund in the event of a member committing a serious or repeated breach of Club rules.
  - 7.1.2 Without cause upon refunding the unexpired portion of their current subscription.
- 7.2 If any of the monthly membership subscription remain unpaid 30 days after the date due for payment, whereby all monies owing to the Club in accordance with the contractual agreement will become due immediately.
- 7.3 Fitness memberships must be cancelled in writing, giving a minimum of 1 calendar months' notice.
- 7.4 Tennis and Tennis & Fitness memberships will be for a minimum period of 12 months and will automatically be renewed every year thereafter. Should you not wish to renew you must cancel in writing prior to your renewal date.
- 7.5 In the cases where membership has been paid annually in advance, no refund applicable will be paid.

## **8.0 Guests**

- 8.1 Members are responsible for ensuring that their guests are aware of, and adhere to, the Club Rules. In the event of a guest failing to comply with the Club Rules, or in the event of any other unacceptable behaviour by a guest, The Club may terminate or suspend the relevant Member's Membership with no refunds being made.
- 8.2 Tennis and Fitness Members over 18 years may introduce guests. A Member's guest must be signed in by that Member at reception and the appropriate guest fee and any appropriate tariff charges paid immediately upon entering the Club. Guests are restricted to a maximum of four visits in each calendar year by any individual. The member must accompany his or her guest at all times. The gym may only be used by Fitness Members or their guests who are required to complete a disclaimer.

## **9.0 Children (under 18)**

- 9.1 Parents and Guardians are responsible for the behaviour and actions of his or her children at all times while they are at the Club or using the facilities at the Club. The Club is entitled to terminate or suspend a Member's Membership in the event of a breach of Terms and Conditions of Membership and Club Rules by a child of that Member.
- 9.2 Children under 16 years of age are not permitted into the Fitness Gym, except when they are taking part in fitness training under supervision.
- 9.3 Members shall be bound by the Club's policy relating to the protection of Children and vulnerable adults.

## **10.0 Liability**

In consideration of the Club accepting the application for membership the member agrees that:

- 10.1 The club shall not be liable for any loss, damage or theft of property of the member or of any guest of the member. The member agrees to indemnify the club against any claim which should be made against the Club by a guest of the member.
- 10.2 The Club shall not be liable for the death or injury of the member as a result of the use of the facilities and/or equipment provided by the Club

## **11.0 Physical Condition for Exercise**

- 11.1 The members warrants and represents that he/she is in good physical condition and that he/she is 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.
- 11.2 All new Fitness Members should make an appointment for an induction with a Club Fitness Instructor.

## **12.0 Court Bookings**

- 12.1 Indoor Bookings by Members up to fourteen days in advance. Registered non-member 'pay and play' users three days in advance
- 12.2 The Club reserves the right to restrict member's bookings to 1 hour per day.
- 12.3 The Club reserves the right to pre-book courts for tournaments and other activities.
- 12.4 Court Bookings cancelled more than 48 hours prior to court time will incur no charge.
- 12.5 Members must vacate courts promptly at the end of their booked time.
- 12.6 It is the policy of the Club that coaches affiliated to the Club are employed for such purposes and those not affiliated to the Club should not coach on the Club facilities.

## **13.0 Winding Up**

- 13.1 In the event of the Company being wound up or having a liquidator appointed, each member agrees to contribute the sum of one pound (£1)