

Terms and Conditions of Membership

The terms and conditions of Membership contained in Section 1 ("**Terms**") and the Club Rules contained in Section 2 ("**Rules**") are designed to ensure the comfort and enjoyment of all Visitors, whilst maintaining the highest levels of health and safety. All capitalised but as yet undefined terms shall have the meaning given to them at term 1.2 below.

Failure to follow these rules may result in Visitors being asked to leave the Club and/or have their Membership terminated without refund. Membership is subject to these Terms and Rules, as amended from time to time. The Club reserves the right to amend the Terms and Rules at any time without prior notice. Refer to these Terms and Rules, as any changes will be binding. The date these Terms and Rules were last revised is **01 July 2023**. These Terms and Rules apply to all Visitors. If any Visitor does not agree to these Terms or Rules at any time, they must not use the Club. The Terms, Rules and all other documents referred to therein, shall be governed by English law, subject to the jurisdiction of the English courts.

Section 1 - Terms

1. Member information

1.1 Avenue Tennis, is a tennis, social and fitness facility situated at Featherby Road, Gillingham, Kent, ME8 6AN (the "**Club**"). The Club is owned by Avenue Tennis Limited, a company incorporated in England and Wales with company number 09598332 and its registered office at 4 Bloors Lane, Rainham, Gillingham, Kent ME8 7EG (the "**Company**"). The Company welcomes all of its Members and Guests to the Club.

1.2 In these Terms:

"**Guest**" means any natural person with access rights to the Club in accordance with these Terms and the relevant Membership;

"**Joining Fee**" means the applicable non-refundable fee payable by the Member to join the Club (in addition to the Membership Fee), as advertised from time to time;

"**Linked Member**" means any named natural person linked to a Member and permitted to use the Club in accordance with Part 2.4 of these Terms;

"**Member**" means the person in whose name the Membership is held;

"**Membership**" means any of the membership packages contained in Part 2.4 of these Terms for access to the Club;

"**Membership Fee**" means any and all fees payable to the Company (as advertised from time to time) in accordance with the relevant Membership to gain access to the Club; and

"**Visitor**" means any natural person with access rights to the Club in accordance with these Terms, including Guests, Linked Members and Members.

2. Membership

2.1 The Company offers the following Memberships for the applicable Membership Fees, granting Visitors access to the Club at the following times:

Peak	use of the Club during all open hours (as advertised from time to time)
Off peak	use of the Club at prescribed times only (between 6am and 4pm, weekdays only)

2.2 Memberships are offered at reduced Membership Fees for the following types Members only:

Infants	no Membership Fee or Joining Fee for individuals up to a maximum of 4 years of age. Additional fees under 8.6.
Juniors	either as a Linked Member between the ages of 5-15 years inclusive (proof of age may be required) or as an individual Member (subject to parental consent).
Students	between the ages of 16-23 (proof of age and full-time education required).
Over 65	over 65 years of age (proof of age may be required)
Joint	The wife/husband/civil partner or adult cohabitee of a full paying Member (proof of address may be required)
Corporate	see 2.3 below

2.3 The Company offers an additional corporate Membership at the applicable Membership Fees. To be eligible for corporate Membership, there must be a minimum of 5 Linked Members from the same company named on the application, and proof of the relevant Linked Members' employment may be requested by the Company.

2.4 To appoint a Linked Member to the Membership, the Member must notify the Company, provide the requested personal information relating to the Linked Member and pay the appropriate Membership Fee. The Member will be liable for all fees due to the Company by any Linked Member.

2.5 Membership will be activated and access will be granted to the Club to Visitors as soon as the:

2.5.1 Member has signed and dated these Terms.

2.5.2 payment of the Joining Fee has been made;

2.5.3 first instalment of the Membership Fee (whether monthly or annual) has been received by the Company in full, cleared funds; and

2.5.4 Member has set up a direct debit/autopay card payment to enable the Company to collect subsequent instalments of the Membership Fee from the Member.

2.6 The Club has absolute discretion over who it accepts as its Members and reserves the right to deny Membership and access to the Club to any person at any time, without explanation, including but not limited to any person who:

2.6.1 does not qualify as a Visitor pursuant to these Terms;

2.6.2 has previously been ejected or banned from the Club or any of the Company's premises for any reason at any time;

2.6.3 provides inaccurate information when applying for Membership;

2.6.4 is or has been guilty of any criminal offence taking place on the Club's premises; or

2.6.5 the Company reasonably considers will not comply with these Terms or the Rules during their visit to the Club.

2.7 Acceptance of these Rules and Terms shall constitute a binding contract between the Company and the Member. Entry to the Club by any Visitor shall be deemed to constitute acceptance.

2.8 Membership is personal to the relevant Member and cannot be assigned, transferred, or otherwise disposed of without the Company's prior written consent.

3. Access to the Club (Visitors)

3.1 Access to the Club for all Visitors is only permitted during:

3.1.1 the times specified by the relevant Membership; and

3.1.2 the Club's opening hours (as specified from time to time).

3.2 Subject to term 3.1, Members are permitted to use the Club as many times as they wish during the period of their Membership.

3.3 The Company reserves the right to close the Club (in whole or in part) and deny any Visitor with access to all or any part of the Club to carry out repairs, maintenance, routine inspections or any other reason it reasonably considers necessary from time to time. As much advance notice as possible will be given to all Visitors of any closure of the Club.

3.4 Where the Club or substantially all parts of the Club must be closed for a prolonged period in excess of 7 consecutive days, or for more than 7 days in any calendar month, the Company may offer Members a discount, refund or credit against future purchases at a rate to be advertised from time to time.

- 3.5 Members will, on activation, receive a Membership fob to enable entry to the Club and grant the rights and privileges for which the Membership refers. This Membership fob will be deactivated on termination of the relevant Membership and must be returned. The Company reserves the right to charge any Member £15.00 for any fob not returned within 5 days of the date of termination.
- 3.6 Entry to the Club will be refused to anyone who does not qualify as a Visitor and may be refused to anyone without a valid fob. Fobs must not be given to anyone who is not a Visitor at any time. The Company reserves the right to charge Visitors a nominal fee of £15.00 for providing a replacement fob at any time.
- 3.7 The Company reserves the right to deny any Visitor access to, or eject any Visitor from, the Club if the Company reasonably believes the Visitor is not complying, has not complied, or will not comply with these Terms or the Rules at any time.

4. Access to the Club (Guests)

- 4.1 Any Member shall be permitted to bring a maximum of three Guests to the Club at any one time, subject to payment of the applicable Guest access rate (as published from time to time). Only the Member can introduce Guests to the Club. All Guests must be signed in at the Club's reception desk on arrival and ID may be required with a copy retained on the Company's file.
- 4.2 Any Member is only permitted to sign the same Guests into the Club up to a maximum of:
- 4.2.1 twice in any one month; and
- 4.2.2 6 times in any year.
- 4.3 Any Member will be responsible for the acts or omissions of their Guests at all times whilst on the Club's premises. Subject to emergencies, Members will not be permitted to leave the Club's premises unless and until all of their Guests have simultaneously left the Club's premises.

5. Company's warranties

- 5.1 The Company warrants to all Visitors that:
- 5.1.1 all staff employed by the Company and working at the Club directly with children, have completed and cleared a Criminal Check Disclosure and Barring Service (DBS) or Disclosure Scotland;
- 5.1.2 all staff employed by the Company and working at the Club are appropriately qualified, experienced and motivated to carry out the activities for which they are employed; and
- 5.1.3 the Club shall be fit for the purpose of enabling all Members to enjoy all rights granted to them by their Membership, subject to term 3.2.
- 5.2 The Company makes no guarantee that all areas of the Club will be available for use or supervised by members of staff at all times.

6. Limitation of liability

- 6.1 Unless any of the following is caused by the negligence of the Company, all Visitors agree that the Company and its directors, employees and agents shall not be liable for any:
- 6.1.1 loss, damage or theft of personal property; and/or
- 6.1.2 death or personal injury incurred through the use of the Club's facilities or any of the Company's equipment; taking place within the Club, including the car park.
- 6.2 The Company shall not be liable to any Visitor for any indirect, special or consequential losses which may be incurred as a result of the use of the Club's facilities or equipment.
- 6.3 The Company shall not be liable to any Visitor for any wasted expenditure incurred by the Visitor in attempting to gain access to the Club, if such access is not permitted or achieved at any time for any reason.

7. Visitor's health warranties

- 7.1 All Visitors warrant to the Company that they are in an appropriate physical condition and state of health to undertake all of the activities that they intend to engage in whilst at the Club.
- 7.2 All Visitors agree not to engage in any activities at the Club that they reasonably suspect may have a detrimental impact on their health, safety, comfort, or physical condition. All Visitors must notify a member of the Company's staff at the Club as soon as they are able if their physical condition changes at any time.
- 7.3 The Company reserves the right to require any Visitor to undergo a non-invasive physical assessment by a member of the Company's staff if it reasonably believes the Visitor's warranty at 7.1 may be invalid.
- 7.4 All Visitors agree to undertake an introduction assessment and complete a health commitment statement relating to the Club's programs, equipment and facilities. If you have failed to attend an introduction assessment, it is your responsibility to ensure you schedule attendance for the next available session.
- 7.5 The Company shall not be liable to any injury or harm to Visitors caused from incorrect operation of equipment due to failure of undertaking an introduction assessment and complete a health commitment statement

8. Fees, charges and renewal

- 8.1 Memberships can be purchased in the following ways:

Annual	Membership for 12 months from the date of joining. Non-refundable if cancellation occurs
Monthly	Membership on a monthly rolling basis, calculated in whole calendar months

- 8.2 All Members shall make an initial payment comprising of the Joining Fee and the first instalment of the Membership Fee. All fees advertised by the Company are inclusive of VAT, unless otherwise stated.
- 8.3 Membership Fees are calculated annually and can be paid either on an annual or monthly basis. Members wishing to pay their Membership Fee by monthly direct debit/autopay card payment must complete a Direct Debit or AutoPay agreement, with payments made to the Company on the first working day of each month. Where any instalment is unpaid for 5 days, the Company reserves the right to charge the relevant Member an administration charge of £20.00 for processing late payments.
- 8.4 The Company accepts payment by credit or debit card only, and payment must be made either up front or by monthly card autopay in advance only.
- 8.5 Where the Company decides to increase the relevant Membership Fee, all Members will be notified in writing in advance. Members shall be given the option to refuse any increased Membership Fees, at which point the relevant Membership will terminate from the date of the increase and there will not be the requirement for one calendar months' notice to be paid.
- 8.6 Membership grants Visitors access to the relevant areas of the Club in accordance with the relevant Membership. Additional fees may apply (as advertised) to Visitors who wish to make use of additional services (such as classes, coaching or personal training).
- 8.7 Monthly Memberships will renew automatically on a monthly basis until the relevant Members notifies the Company that they no longer wish to renew.
- 8.8 Members on Annual Memberships will receive notification from the Company in writing not less than 30 days in advance of their Membership renewal date, notifying of any change in the relevant Membership Fee that will affect the Member, at which point term 8.5 will apply.
- 8.9 Certain bookings and services will incur an additional charge as per the rate card and these charges will be applicable dependant on the membership category.
- 8.10 Payment for online bookings of Indoor Courts and Adult Coaching is payable at time of booking.
- 8.11 Cancellations within 24 hours will not be refunded.
- 8.12 Cancellations prior to 24 hours will receive a credit towards a future booking of the same activity.

9. Suspension, conversion and termination

- 9.1 Any Member may suspend their Membership at any time for up to 3 consecutive months by notifying the Company, and a £10.00 monthly suspension fee (charged instead of the Membership Fee) will apply during each month of the suspension. Any Membership suspended for over 3 months may be

- automatically terminated by the Company without refund of any fees already paid unless the Member requests re-activation of their Memberships. Access to the Club for any Visitor will not be permitted during any time that the relevant Membership is suspended.
- 9.2 Membership suspension and cancellation shall apply from the first full month following the date the suspension is requested or the cancellation is confirmed. Suspended Memberships can be re-activated only at the start of a full month. A new Joining Fee must be paid by Members wishing to re-activate cancelled Memberships.
- 9.3 Linked Members named on a corporate Membership may convert to an alternative Membership if their employment terminates at any time.
- 9.4 The Company reserves the right to terminate or suspend any relevant Membership and prevent access to the Club to any Visitor until further notice without issuing a refund of any Membership Fees already paid if the Company discovers:
- 9.4.1 any breach of these Terms or the Rules by any Visitor at any time;
 - 9.4.2 that any ID presented, or information provided to the Company by any Visitor on registration was incorrect at the time it was presented;
 - 9.4.3 any fob associated with a relevant Member for access to the Club has been used in an unauthorised manner;
 - 9.4.4 that any instalment of the Membership Fee is unpaid at any time;
 - 9.4.5 any damage to any of the Company's property;
- 9.5 Where no explanation is given by the Company, a pro-rata refund of any Membership Fee shall be refunded to the Member within 14 days of the date of termination.
- 9.6 Any Member may cancel their Membership upon one full month's notice to the Company in writing through the completion of a cancellation form at the Club or via email to info@avenuetennis.co.uk. Cancellation will be effective on the date the Company provides the Member with a receipt of cancellation, at which point the Member will be notified of the last day they can access the Club and the Company will cancel the relevant Member's direct debit/autopay card payment instruction.
- 9.7 Any Member that cancels their membership during a suspension period will see their final notice payment return to the original value of the membership fee, not the suspension fee.
- 9.8 A downgrade of membership category is not permitted upon notification of membership cancellation.

Anywhere in these terms and conditions where we ask you to give notice of one Full month or more: if you give notice during 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. For example, if you need to give us one month's notice to end your membership and we receive your notice on 23 May, your notice will start from 1 June, it will run out on 30 June, your membership will end on 30 June and you will pay one more direct debit/card autopayment (on 1 June) after giving notice. The only exception to this is if you give us notice at the beginning of a month. This means that if we receive notice from you up to and including the fourth day of a month, we will treat it as if we received it on the first day of that month and the notice period will run from that day.

- 9.9 **Junior Coaching via Monthly Autopay**
All members on the junior coaching programme paying by direct debit/autopay card payment will adhere to the same one full month notice period as per the normal membership rules.
- 9.10 The Junior Coaching direct debit/card autopay is calculated as the junior membership fee plus 42 weeks x the weekly amount for their coaching session divided by 12.
Example: red tennis £7 a session for 42 weeks of the year (minus 6 weeks summer, 2 weeks easter and 2 weeks Christmas holidays) split across 12 monthly payments = $7 \times 42 = 294$ divided by 12 = £24.50 per month plus £15 membership fee. Total monthly fee £39.50.
For suspension of Junior Coaching Monthly fees, we will remove the membership fee from the total, but continue to charge the Monthly fee for coaching if the place in the programme wants to be maintained.

10. Data Protection

- 10.1 All personal data provided to the Company by Visitors is stored and processed in accordance with the Company's Privacy Policy and the Company's Cookie Policy (copies of which can be found at www.avenuetennis.co.uk/terms) or is available from any member of the Company's staff at the Club.
- 10.2 CCTV cameras are located within the Club as well as overlooking the courts and open areas of the Club boundaries, for security and health and safety purposes.

11. Safeguarding

Avenue Tennis acknowledges the duty of care to safeguard and promote the welfare of children and adults at risk. The club is committed to ensuring safeguarding practice reflects statutory responsibilities, government guidance and complies with best practice and LTA requirements. A copy of the club's full safeguarding policy is available from Front desk reception on avenuetennis.co.uk.

12. Lost personal property

- 12.1 Any personal property found by the Company's staff or contractors operating within the Club on the Company's behalf, will be recorded in the lost property log book and kept securely from the date it was found, for:
- 12.1.1 one month in the case of lower value items including but not limited to clothes, shoes and toiletries; or
 - 12.1.2 three months in the case of higher value items including but not limited to phones, cameras, jewellery, glasses and watches.
- 12.2 After the expiry of the times referred to in 12.1, any unclaimed personal property will be donated to a charity of the Company's choice.

13. General

- 13.1 Any notice relating to these Terms or the Rules must be sent in writing (which includes email).
- 13.2 If any part of these Terms or the Rules become illegal, invalid or unenforceable at any time, such provision shall be deemed modified to the minimum extent necessary to make it valid, legal or enforceable. If such modification is not possible, the relevant provision shall be deleted without effecting the validity of the remaining terms.
- 13.3 Any failure by the Company to insist upon strict performance of any part of these Terms or the Rules, or any delay in exercising any rights to which the Company is entitled, shall not constitute a waiver of such rights or remedies.
- 13.4 Any Visitor has the right to contact the Company with any queries or complaints related to these Terms, the Rules and any documents referred to in the same. Members are requested to direct all queries to info@avenuetennis.co.uk.

