

## **CLUB TERMS AND CONDITIONS**

### **INTRODUCTION**

To help you get the best out of Crescent Tennis Club and to understand our responsibilities to you and your responsibilities to us, please read the Club's terms and conditions.

Please refer to our website Terms and Conditions and our Cookie and Privacy Policies which are on our [website](#)

We may use a third parties site to facilitate some of our services including for court bookings and membership fees - we currently use Clubspark and we recommend that you refer to their [terms and conditions](#) before taking out a membership or making a tennis court booking.

If you use our coaching providers services - Their terms and conditions will apply to the services that they offer - you should refer to their terms and conditions and these can be found on their website.

### **MEMBERSHIP FEES AND RENEWALS (Tennis, Paddle and Pickleball)**

- Membership year begins on 1 May and subscriptions are paid annually in advance and ends on 30 April.
- If you join part way through a year, some membership category fees may be paid pro-rata to the nearest month until the end of the membership year on 30 April.
- The Club's Management Committee reserves the right to decide pro-rata rates and which memberships and membership categories they apply to or not to introduce them.
- The membership agreement commences when your payment has been received. Payment also acts as confirmation that the member has read and agreed to the Terms and Conditions.
- A membership fee is non refundable, except in certain circumstances and at the discretion of the Chairman, in consultation with the Membership Secretary (see Refund Policy below).

- The payment of a membership fee by direct debit is at the discretion of the Club's Management Committee. The Management Committee reserves the right to and with notice, cease direct debit payments facilities, amend the structure of direct debit payments or limit who may pay by direct debit. The Management Committee may also apply an additional charge for those paying by direct debit.
- Those members who pay by direct debit are doing so as part of an annual membership contract with the club and payments can only be cancelled on 30 April, except in exceptional circumstances and at the discretion of the Chairman/ Membership Secretary. Direct debit payments are non refundable.
- Therefore, in the event of a missed payment (monthly) you will be contacted by the Membership Secretary asking for immediate payment. If you do not pay your membership fee when it is due, we reserve the right to prevent you from entering the Club until the account is settled. This does not mean we will end your membership. The missing payment(s) can be conveniently made to the Membership Secretary.
- If you fall behind with your membership payments for more than 35 days, we may charge you an administration fee of £20. We also reserve the right to charge an administration fee of £10 for each missed payment.
- Cancelling your direct debit does not mean you have given us notice to end your membership, cancellation of membership must be made in writing to the Membership Secretary. We may refer any missed payments, including any future payments that are due as part of your contract (for example, payments you owe for the rest of the initial period or for the notice period), to a debt-collection agency.
- No membership is not transferable and must only be used by the registered member. Any misuse will result in the membership being cancelled.
- Members are required to inform the Club of any changes to their personal details.
- All members must comply with our club policies which can be found on our website [here](#)
- Members are required to ensure that membership fees are paid on time and to the account provided by the Membership Secretary - the Club is not responsible for errors made in this transaction by a new or existing member.
- By taking out a membership with Crescent Tennis Club you are confirming that you are 'fit to play'.
- All members are required to provide the Membership Secretary with details of an emergency contact.
- Categories of membership and subscription rates/fees shall be determined by the Club's Management Committee details of which are available on the website.
- In relation to a tennis membership - Members may bring a 'guest' to play ensuring that the guest fee (as determined by the Club and given on the court

booking page) is paid prior to play. A 'guest' may not play more than three times in a membership year period.

- The Club may, in accordance with the Club's constitution, refuse an application for any membership of Crescent Lawn Tennis Club if they believe that it is in the best interests of Crescent Lawn Tennis Club for them to do so. Any refused application will be undertaken in accordance with the Club's constitution.
- The Club may also refuse an application for any membership of Crescent Lawn Tennis Club if the applicant is in or has been in arrears in respect of any previous payments due from the member to the Club.
- Junior members under the age of 18 may not book any court. A parent or guardian may make a booking on their behalf. In line with our Safeguarding Policy (a copy of which is on our website) any junior under the age of 13, must be supervised by a parent or guardian when playing on our courts.
- The Membership Secretary will invite you to renew your membership prior to the end of the membership year, if you wish to continue your membership you must ensure that you do so before the given deadline date otherwise your membership will lapse and this may result in you incurring administrative charges to rejoin or in the event of the membership numbers being deemed high by the Club, placed on a membership waiting list.
- Should a membership waiting list be in place, then each application will be considered in date order from receipt of the application.

## **MEMBERSHIP CANCELLATION**

- The Club reserves the right to cancel your membership with immediate effect in the following circumstances:
  - Verbal or physical abuse, or intimidation of our members, coaches, volunteers, visitors or staff at Sidcup Sports Club by yourself or one of your guests.
  - Causing damage to our or Sidcup Sport Club's facilities or equipment.
  - Repeatedly ignoring or breaking the Club Rules.
  - Failure to have paid your membership, court fees or floodlighting fees.
  - Inappropriate conduct whilst representing the Club at other clubs or events.
  - Misuse of social media that is derogatory or offensive comments in relation to Crescent Tennis Club, its members, players, volunteers or coaches or Sidcup Sports Club or its staff.
  - Allowing non-members or guests to play on our (Tennis) courts without 'guest fees' being paid in advance.
  - If for any other reason we believe that it is not in the Club's interests to allow the continuation of your membership.
- If we cancel your membership, as outlined in the Club's Constitution, you have the right to appeal in writing to the Chairman stating the reasons why

you believe your membership should not be cancelled. After a thorough investigation, the decision will be binding.

- If we cancel your membership for any of the reasons described above, we have the right to keep a proportion of the money you have paid under this agreement to cover any reasonable costs we have had to pay. This will be a minimum of 3 months. We will also not accept any future applications you make for membership at the Club.
- If you wish to cancel your membership with us, you will **not** be entitled to a refund. You will be entitled to continue to use our court(s) and facilities until 30 April at which point your membership will not be renewed and you will no longer be a member.

## MEMBERSHIP REFUNDS

As outlined in these Membership Terms and Conditions, membership fees are not refundable.

Membership can be temporarily frozen for example in the event of an injury, or a major operation, exceptions to this are at the Chairman's discretion and in consultation with the Membership Secretary, for a minimum of one month and a maximum of 3 months in any one membership year on receipt of a physio, hospital or doctor's letter. When a member is pregnant, her membership can be temporarily frozen for up to 6 months in the pre-birth and/or immediately post-birth period, on application to the Membership Secretary.

Refunds or temporary freezing of fees will not be considered retrospectively.

## PADEL TERMS AND CONDITIONS

- Padel court fees are given on our website and/or through our court booking provider - please refer to any terms and conditions that they may operate..
- At any time, the Club's Management Committee can increase padel court and activity fees. We will give you notice by publishing the pricing on the website.
- Padel court fees must be paid in advance of any play i.e. at the time of booking a court.
- To make a court booking you will be asked by the court booking provider to set up an account and provide your contact (name, telephone number and or email address) details - this will assist us in contacting you should your booking be cancelled or for reimbursements. Please refer to the provider's terms and conditions.

- Court bookings are available for 90 minute sessions - Crescent Tennis Club membership holders may make panel court bookings up to 14 days in advance, those not holding a membership can book 7 days in advance.
- Court fees are based on peak and off-peak times - these times are published on the club's website.
- The Club has the right to amend peak and off peak times.
- Attendance later than 10 minutes after the booked hour may result in the court being released and sold to another player(s). In this instance, no refund will be issued.
- Failure to remove a cancelled booking before the prescribed cancellation times from the booking system may result in you being charged.
- Non-members, by booking a padel court you are consenting to comply with these terms and conditions, those of any third party terms and conditions used for the booking of a padel court and our Club policies and guidelines which can be found on our website [here](#).
- Court(s) may be reserved by Club for coaching programmes, events and league matches, for maintenance or for safety reasons.
- Playing padel involves inherent risk, including, but not limited to injury, property damage or other losses, by booking a court you acknowledge and agree that you are doing so voluntarily and at your own risk - please see general terms and conditions below.
- Only coaches who have a valid signed contract agreement with the Club may provide and charge for coaching services. Only these coaches can book courts in advance for individual coaching lessons.
- Equipment Hire - The Club may offer the hiring of equipment (padels, pickleball bats or ball). Hire charges are determined by the Management Committee and published on our website and or booking system.
- Any equipment deposit fee will be determined by the Management Committee and published on our website and/or booking system. If a deposit fee is made and you fail to return or damage the hired equipment you will forfeit the deposit fee.

## **PADEL COURT CANCELLATION**

- A cancellation of a padel court booking must be made a minimum of 48 hours before the booking. If you do not cancel your booking 48 hours in advance, you will be charged and no refund will be made - see our refund policy below.
- Every player who attends the court booking and/or activity will be jointly and individually responsible under this agreement.

This means that:

- (i) if one of those players tells us to do anything in relation to the booking (including cancelling it) we will take that as authority from all of them;
  - (ii) each of those players will be responsible for paying all the appropriate booking fees for themselves, for any other players who have committed to the booking and for all linked players (whether adults or children); and
  - (ii) each of those players will be responsible for paying any extra charges and activities which they, any other linked players, have used at the Club.
- The Club reverses the right to cancel a court booking due to maintenance, a coaching session or a league or competition match, safety reasons or due to poor weather conditions.
  - The Club reserves the right to cancel a booking of any player who owes any outstanding membership or court fees to the Club.
  - The Club reserves the right to decline anyone from hiring equipment if they owe any outstanding membership or equipment hire fees to the Club.
  - The Club reserves the right to cancel a booking if it is believed that the booking is not in the best interests of the Club.

### **Weather Cancellation Policy**

At Crescent Tennis Club, we understand that weather can be unpredictable and may affect your scheduled Padel booking. Our policy aims to be fair to all members while allowing for flexibility in the case of adverse weather conditions.

- If the weather 24 hours **prior** to your scheduled game is deemed likely to disrupt play (e.g. heavy rain, lightning, snow or ice), the on-line booking must be cancelled by you. Failure to cancel the booking may result in you being charged for the court. (if you are uncertain of the weather forecast you are advised to cancel the booking - you can rebook if the weather improves and if the court is still available).
- Refunds following cancellation due to weather cancellation are provided in our Refund Policy.
- If you decide to play your game and it is subsequently disrupted by weather conditions i.e. if the game has commenced beyond 30 minutes you will not be refunded.
- Deciding to play during poor weather conditions is at players own risk - and the Club advises against doing so and will not be liable for any injury that occurs.
- In extreme weather warning conditions issued by the Met Office or by the Club – the Club at its sole discretion – reserves the right to cancel all bookings or remain open to the public.
- In the event of the Club cancelling a booking a full refund will be made.

## REFUNDS POLICY

- If a booking is cancelled 48 hours in advance a full refund will be made. ent was made.
- Court fees that are cancelled specifically due to weather conditions or other events are refundable in the following circumstances;
  - The Club cancels the booking due to extreme weather conditions, maintenance or for other events.
  - You cancel the booking due to weather conditions and remove the booking up to 24 hours before the booking.
  - The booking commenced less than 30 minutes before being abandoned due to weather conditions or another event. Full, part or no refund are at the discretion of the Club.
- If you made the booking via the Club App an option is available to credit your refund to you account - if you require a refund payment to the payment card/account made to purchase the booking that requests **must** be made in writing (email) to [info@crescenttennisclub.co.uk](mailto:info@crescenttennisclub.co.uk)
- Refund requests must be made within 24 hours of any cancellation - requests after this may not receive a refund.
- A full or part refund is at the discretion of the Club.
- Refunds may take up to 7-10 working days to be made.

## PICKLEBALL COURT BOOKINGS, CANCELLATIONS AND REFUNDS

- Club members may book onto Pickleball sessions 14 days in advance, non-members 7 days in advance.
- Pickleball sessions are published on the Club's website.
- Any court fee must be paid in advance of play.
- You may cancel a Pickelball booking 48 hours before the booking is scheduled and you will be fully refunded.
- The weather cancellation policy and refunds for pickleball are as those outlined for padel courts above.
- Pickleball courts may not be booked outside of the 'set pickleball sessions' without the approval of Club.
- The Club reserves the right to increase pickleball fees and notice of fees will be on the Club's website.
- The Club reserves the rights to cancel pickleball sessions due to maintenance, for safety reasons, to hold coaching, league or club competitions - any cancellation will incur a full refund to any cancelled booking.

- The Club may charge for the hire of pickleball bats and equipment details are on the Club's website. Payment for equipment must be paid at the time of a court booking.
- Equipment Hire - The Club may offer the hiring of equipment (paddles, pickleball bats or ball). Hire charges are determined by the Management Committee and published on our website and or booking system.
- Any equipment deposit fee will be determined by the Management Committee and published on our website and or booking system. If a deposit fee is made and you fail to return or damage the hired equipment you will forfeit the deposit fee.

## GENERAL TERMS AND CONDITIONS

- By purchasing a membership or booking any court at the Club, you are consenting to being **fit to play** and have not been advised by your medical provider not to play. You are also required to advise the Membership Secretary if your circumstances change during your membership period.
- Parents of juniors under the age of 13 can book courts on their behalf - in doing so the booking is made on the basis that the parent making the booking is responsible for that junior when they are on site at the club and other obligations provided in the clubs Safeguarding Policies which are on our website [here](#)
- If a parent of a junior member is not a member of the Club - they can book courts on behalf of a junior member - access to booking may be given by contacting the club's Membership Secretary.
- It is a parent/carer or guardian's decision as to what age they allow their child to attend Crescent Tennis Club unsupervised between the ages of 13 and 17. It is a parent's responsibility to teach their child how to respond to emergencies or situations that may arise outside the house, so they feel confident when their child is not under their supervision.
- Professional coaching shall be conducted only by coaches approved by the Management Committee. The Management Committee retains the right to review and require a change to any aspect of coaching programmes and the way they are conducted.
- If a floodlighting fee is in place - Members/non-members must adhere to these, including ensuring floodlighting fees are paid at the time of booking or prior to any play.
- You are required to wear appropriate clean footwear on our courts. (we recommend using tennis footwear on all courts).
- By renting/hiring rackets from Crescent Lawn Tennis Club, you acknowledge that you are doing so at your own risk and Crescent Lawn Tennis Club shall not be held liable for any claims, including, but not limited to injuries, arising from the use of the rental equipment.



- Additionally, as the renter, you agree to accept full responsibility for any damages or breakages to the rental equipment while in your possession. In such cases, you agree to compensate Crescent Lawn Tennis Club with the amount of value of the equipment. This liability encompasses damages resulting from theft, misuse, impact on glass or mesh, or failure to use the safety straps.
- The Club will not accept responsibility for any loss or damage to the property of the member/visitors and/or any of her/his invitees. The member is advised to procure adequate insurance for these.
- The Club will seek to reclaim any costs related to the intentional, malicious or negligent damage to property or assets of the club.
- The Club will not accept liability for any injuries incurred during play or visit at our premises.
- If you suffer an injury on our premises, it is your responsibility to report it to the Club - contact details are on our webpage - and complete the accident reporting book which is in our Clubhouse.
- Members/visitors park in the car park at your own risk. We do not accept liability for any loss or damage to your car, or personal belongings in it, while you are parked in the Sports Club car park.
- No food or drink (with the exception of drinks used by players) is permitted on our courts. Smoking, vaping or use of illegal substances are not permitted on our courts or in the clubhouse.
- Dogs or other animals are not permitted on the Sidcup Sport Club (SSC) site.
- Aggressive or abusive behaviour to any of our members, SSC staff or other users of facilities will not be tolerated and may result in a ban from future bookings and/or cancellation of your membership.

## Questions

Crescent Tennis Club welcomes your feedback, however, any comments, ideas, notes, messages, suggestions or other communications sent to us regarding the website and/or your membership/experience with the club may be used internally to improve our services or used to promote the club. A copy of our Complaints policy, Feedback and Suggestion Policy is available on our website.

## Contact Information

Our contact details are as follows:

Crescent Tennis Club  
 49 Sydney Road  
 Sidcup  
 Kent DA14 6RA

General email(s): [info@crescenttennisclub.co.uk](mailto:info@crescenttennisclub.co.uk)

For info regarding memberships: [memberships@crescenttennisclub.co.uk](mailto:memberships@crescenttennisclub.co.uk)

**Date approved: October 2024**

**Review date: October 2026**

**Schedule of updates and amendments**

<b>Date of update/amendments</b>	<b>Update /amendment:</b>