



## **CRESCENT TENNIS CLUB - TERMS AND CONDITIONS**

### **GENERAL**

The Club's Terms and conditions are written in conjunction with the Club's Constitution and Club's Policies - Copies of the Constitution and policies can be found on the Club's Website (under 'Membership - Rules & Policies') [here](#)

The Club's Committee shall determine the Terms and Conditions for the use of the Club and is empowered to make, repeal and amend them.

A copy of the Terms and Conditions will be displayed in the club at all times as well as our website.

### **CRESCENT LAWN TENNIS CLUB - WEBSITE**

The Club's Terms and Conditions for its website [www.crescenttennisclub.co.uk](http://www.crescenttennisclub.co.uk) can be found [here](#). We advise that you read these terms and conditions carefully before using our website.

In addition - By using the Club's website you are agreeing to those terms and conditions. Crescent Tennis Club reserves the right to change these terms and conditions at its sole discretion. These terms and conditions apply to all visits to this website, both now and in the future. These terms represent the entire understanding relating to the use of the [www.crescenttennisclub.co.uk](http://www.crescenttennisclub.co.uk) website and prevail over any prior or contemporaneous, conflicting or additional, communications. If you do not agree to these terms and conditions, do not use this website.

You will be able to access most areas of this website without registering your details with us. Certain areas of this website are only open to you if you register.

### **Privacy**

We take your privacy very seriously. We will never solicit your information to any third party. Your information is used solely for tennis club purposes. Please read our Privacy Policy.

### **Registration**

Membership registration is via our online membership provider ClubSpark. Please read their Privacy Policy. Only create an account on this website with your real personal information. This includes, but is not limited to; your name, home/email addresses, phone number, and emergency contact information. It is your responsibility to ensure that all of your information is accurate and up-to-date. Fake accounts or accounts that impersonate another person will not be tolerated.

### **Website Payments**

The Crescent Tennis Club website does not accept payments. Third party sites eg ClubSpark do - you are advised before making payment to read their Privacy Policy and Terms of Conditions. If you require any further information you should speak to the Club's Membership Secretary before you make any payments.

### **Disclaimer**

Although Crescent Tennis Club has attempted to provide accurate information on this website, information on this website may contain inaccuracies or typographical errors. The content of all pages on this website are believed to be current and accurate. Crescent Tennis Club assumes no responsibility for the accuracy of the information.

### **Licence**

You are not permitted to print and download extracts from this website for your own use without prior written permission by the Chairman or Club Secretary. Our logo/name is not to be used without consent.

### **Maintenance and Access**

While we endeavour to ensure that our website is normally available 24 hours a day, we will not be liable if for any reason this website is unavailable at any time or for any period.

Access to this website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

### **Renewing your Membership Online**

The Membership Secretary will invite existing members to renew their membership and on how to do this. As the renewal process will be via a third party website (ClubSpark), you are advised to read both ClubSpark terms and conditions as well as our membership terms and conditions below. We also advise you to take a look at our club policies which can be found on our website [www.crescenttennisclub.co.uk](http://www.crescenttennisclub.co.uk) and to note that before you renew a membership that our membership fees are non refundable.

Details of fees will be available on the Club's website and available from the Membership Secretary.

As part of our order process you will be given the opportunity to check your order and to correct any errors. Following receipt of your order, ClubSpark will send you an order acknowledgement email, detailing the membership type(s) you have purchased.

### **Court Bookings**

Court bookings are made through ClubSpark (either directly or via the Club's Website). To book a court you will be required to have registered and set up an account with LTA and log into that account to make a booking. If the booking is no longer required Members are asked to ensure that they cancel the booking. The Club reserves the right to amend or cancel any bookings. See Membership Terms and Conditions (16 below).

## **Parental Consent**

Crescent Lawn Tennis Club does not discriminate on the basis of age, race, nationality, gender, sexual orientation or religion. However; persons under the age of 18 should only use the website with the consent of their parent or legal guardian. We encourage all parents and guardians to monitor the Internet use of their children. Use of this website by any user shall be deemed to be a representation that the user is 18 years of age or older.

## **Disclaimer**

While we endeavour to ensure that the information on this website is correct, we do not warrant the accuracy and completeness of the material on this website. We may make changes to the material on this website, or to the products and prices described in it, at any time without notice. The material on this website may be out of date, and we make no commitment to update such material.

## **MEMBERSHIP TERMS AND CONDITIONS**

1. The membership year begins on May 1 and subscriptions are paid annually in advance and ends on 30 April. Members are required to complete their details for both new membership or when renewing a membership. A parent or guardian should complete the form for a junior member.
2. If you join part way through a year, the membership fee may be paid pro-rata (adult and family categories only) to the nearest month until the end of the membership year on 31 April. The Management Committee reserves the right not to introduce prorated fees on some or all of its membership packages.
3. The membership agreement commences when their payment has been received. Payment also acts as confirmation that the member has read and agreed to these Terms and Conditions.
4. Membership Fees are non refundable, except in certain circumstances and at the discretion of the Chairman, in consultation with the Membership Secretary (see Refund Policy below).
5. 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.
6. Membership is open to all - however, the Club reserves the right to decline membership for reasons if it believes that it is in the best interests of Crescent Lawn Tennis Club for them to do so (see club constitution).
7. Membership is not transferable and must only be used by the registered member. Any misuse will result in the membership being cancelled.
8. The member will advise the Club immediately of any change to personal details.
9. By purchasing one or more of our membership packages - you will be acknowledging you have read and agree to our club policies which are on the club website.
10. Categories of membership and subscription rates/fees shall be determined by the Management Committee details of which are available on the website.
11. 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 courts and facilities until 30 April at which point your membership will not be renewed and you will no longer be a member.
12. If a member wishes to continue a 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 Management Committee, placed on a membership waiting list.

13. The Club shall not be liable for any loss or damage to the property of the member and/or any of her/his invitees unless this is due to the Club's negligence. The member is advised to procure adequate insurance for these.
14. All members are responsible for their guests. This includes ensuring guest playing fees are paid in advance of a booking. All visitors are required to sign the visitors book.
15. In the event of prolonged extreme weather conditions courts may be closed for safety reasons, the Club is not responsible for this closure and membership fees would not be refundable.
16. The Club reserves the right to cancel any court bookings (as appropriate and at the Club's discretion) without liability to the member if:
  - a) The Club discovers that the booking might in the opinion of the Club prejudice the good reputation of the Club.
  - b) The member is in or has been in arrears in respect of any previous payments due from the member to the Club.
  - c) If adverse weather conditions prevent the playing of tennis
  - d) To hold club competitions or events.
  - e) If the court or courts are deemed unsafe.
  - f) If the Club is directed by a third party (government, local authority, tennis associations or Sidcup Sports Club) to cease play.
17. Members must at the point of joining or renewing a membership inform the Membership Secretary of any changes to their contact details.
18. If deemed appropriate, inform the Club in confidence of any health conditions that they may need to be aware of.
19. By purchasing one of or more of our membership packages you are confirming that you are fit to play.
20. You must supply the club with an emergency contact number
21. Junior members are requested to book courts at off peak times (Monday to Friday 8.30am-6pm). Junior Members daylight court booking only - no floodlight use is allowed at any time, if holding these memberships. These rules do not apply if a junior or young person attends with a full adult member.
22. If a floodlighting fee is in place - Members must adhere to these, including ensuring floodlighting fees are paid at the time of booking or prior to any play.

### **Cancelling your Membership**

We reserve the right to cancel your membership with immediate effect in the following circumstances:

- Verbal or physical abuse, or intimidation of other members, visitors, coaches or staff at Sidcup Sports Club by yourself or one of your guests.
- Repeatedly ignoring or breaking the Club Rules.
- Failure to have paid your membership fees.
- Inappropriate conduct whilst representing the Club at other clubs or events.
- 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, 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, that 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.

### **Direct Debit Membership Fees**

The payment of a membership fee by direct debit is at the discretion of the Management Committee. The 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 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 30 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.

### **Refund Policy**

As outlined in these Membership Terms and Conditions, 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.

### **Questions and Complaints**

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):** [chairman@crescenttennisclub.co.uk](mailto:chairman@crescenttennisclub.co.uk)

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

**Date approved: June 2024**

**Review date: June 2026**

**Schedule of updates and amendments**

Date of update/amendments	Update /amendment: