

These terms may have changed since you last reviewed them and replace any previous versions.

1. Definitions that apply in these terms

- 1.1 "Application" means your application for a Membership to use our Services;
- 1.2 "Club Premises" means Central Gardens, Bournemouth, Dorset, BH2 6EY and for the avoidance of doubt includes all outdoor areas within the fenced area, such as the tennis courts;
- 1.3 "Facilities" means any of the available facilities on the Club Premises;
- 1.4 "Membership" means your Membership and the Membership of any adult or child linked to your Membership;
- 1.5 "Reception" means the Club's reception desk located in The Club House;
- 1.6 "Services" means the provision of facilities for playing tennis and pickleball;
- 1.7 "Social Facilities" means the Club's cafeteria;
- 1.8 "Tariff Charges" means any charges in addition to your Membership fee, including, but not limited to, charges for professional coaching, equipment hire or guest entry;
- 1.9 "The Club" / "We" / "Us" / "Our" means The Bournemouth Gardens Community Tennis Club;
- 1.10 "Website" means <http://www.tennisbournemouth.co.uk>; and
- 1.11 "You" / "Your" / "the Member" means you or any person using our Services under your Membership, including guests.

2. These terms

- 2.1 What these terms cover. These are the terms on which we will supply our Services to you. By making an Application for Membership, you agree to comply with these terms.
- 2.2 Why you should read these terms. These terms constitute the contract between you and us. Please read these terms carefully before making an Application for Membership.
- 2.3 Our right to make changes to these terms. We may make reasonable changes to these terms at any time.

3. Information about us and how to contact us

- 3.1 Who we are. The Club is operated by The West Hants Club who is a registered charity in England and Wales (number 1204064), a company limited by guarantee incorporated and registered in England and Wales with company number 13692644, and have our registered office at The Club House, Roslin Road South, Talbot Woods, Bournemouth, BH3 7EF.
- 3.2 How to contact us. To contact us, please visit the Club during our opening hours, email us on info@bournemouthgardenstc.co.uk, or phone us on 01202 298570.
- 3.3 How we may contact you. We may need to contact you about your Membership from time to time. We will do so by telephoning you on the number you provide in your Application, or by writing to you at the email you provide in your Application. It is your obligation to ensure that your contact details are up to date. Please ensure any changes to your email address or telephone number are notified to us. We cannot be responsible for any communications that you do not receive because you did not update your contact details with us.

4. Our contract with you

- 4.1 How we will accept your Application. Our acceptance of your Application will take place when you receive an emailed invitation to join ClubSpark, at which point a contract will come into existence between you and us.
- 4.2 We also reserve the right to refuse Membership on a non-discriminatory grounds, where Membership would likely to not be in the best interests of the sport or the good conduct and interests of the Club.

5. Categories of Membership - as set out below:

- 5.1 **Household Membership.** Entitles the Member to enjoy tennis and all Social Facilities and member discount rates for coaching and pickleball.

5.2 **Pickleball.** is available on a play and pay basis. See [Tariff Charges](#)

5.3 **Guest Membership.** Members' guests may enjoy the same benefits of the accompanying Member, see Tariff Charges.

6. Membership

6.1 Joining the Club

6.1.1 You may join our Club online at <http://www.tennisbournemouth.co.uk>, in person or by phone on 01202 298570.

6.2 Membership Fees

6.2.1 Payments will be taken by ClubSpark - please note their Terms & Conditions and Privacy Policy.

6.3 Term

6.3.1 Your Membership will commence on the date you pay your membership fee and will end after 12 months. Your Membership fee is due annually in advance.

6.4 **Increases in Membership fees.** We reserve the right to increase Membership fees at any time.

6.5 **Tariff Charges.** Tariff Charges are in addition to the Membership fees. Please ask at Reception for a current list of all our fees and Tariff Charges.

6.6 Your Membership Login.

6.6.1 Your membership login is created on joining and is private to you.

6.6.2 Your log in details may not be shared with any other household. If these details are shared, we have the right at our sole discretion, to end your Membership.

6.6.3 You will be required to use your Membership Login when booking all courts.

7. Providing our Services

7.1 **When we will provide our Services.** We will provide our Services to you from our acceptance of your Application until your Membership expires, or either of us ends the contract in accordance with these terms.

7.2 **We are not responsible for other factors outside our control.** If our performance of our Services is affected by an event outside our control, we will contact you as soon as possible to let you know.

7.3 **Reasons we may suspend the services.** We may have to suspend the provision of our Services in certain circumstances, including, but not limited to, the following:

7.3.1 to deal with technical problems or to make minor technical changes;

7.3.2 to update our Services to reflect changes in relevant laws and regulatory requirements;

7.3.3 to make changes to our Services as requested or notified by you in accordance with clause 9; or

7.3.4 as necessary in connection with events, cleaning, repairs, maintenance works, or for any reason outside our control.

We may, at any time, need to vary the Club's opening times or withdraw all or part of the Facilities for any period or periods of time, and with or without notice.

7.4 **Your rights if we suspend our Services.** We will contact you in advance to tell you we are suspending our Services unless the problem is urgent or an emergency. We will not compensate you if any of the circumstances in clause 7.3 occurs.

8. Our rights to make changes to our Services

8.1 **Changes we can always make.** We may always change our Services:

8.1.1 to reflect changes in relevant laws and regulatory requirements; and

8.1.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes may affect your use of our Services if we have to withdraw all or part of the Facilities for any period or periods of time or change coaches providing any of our Services.

We will try to offer you alternative arrangements where we have advance notice, however this may not always be possible. No refunds shall be given for changes. Where such a change is due to circumstances outside our control, clause 7.2 shall apply.

8.2 We may withdraw our Services. If this happens, we will write to you to let you know that we are going to stop providing our Services. Where possible, we will provide reasonable notice in advance of our withdrawal of the Services and refund you any sums you have paid in advance for Services which will not be provided.

9. Notices

9.1 When will the contract end. The contract will end 1 year from your payment date.

9.2 Renewals. You will receive a renewal notice for your membership 1 month and 1 week in advance and on the day of your membership expiring.

9.3 Refunds will not be given for Annual Memberships that have not been used in full.

9.4 Exercising your right to change your mind and receive a refund under the Consumer Contracts Regulations 2015. For Memberships and/or Services bought, you have a 14-day 'cooling-off' period from the date of purchase. This is subject to certain conditions, as set out below.

9.5 The deadline for changing your mind. If you change your mind, you must let us know no later than 14 days after the day we confirm we have accepted your Application. If such action is taken after this 14-day period, this clause 9 shall apply.

9.6 When you cannot change your mind. You cannot change your mind about and must pay for Services provided up until the time you tell us you have changed your mind. If you use our Services during the 14-day cooling-off period, we will charge a proportion of the fee to cover this period.

9.7 When and how we will refund you (if applicable). We will make any refunds due to you as soon as possible and within 14 days of you telling us you have changed your mind. We will refund you by the method you used for payment. All Tariff Charges are non-refundable.

10. If there is a problem with your Membership and/or our Services

10.1 You have rights if there is something wrong with your Membership and/or our Services. If you think there is something wrong with your Membership and/or our Services, please contact us. We honour our legal duty to provide you with Services that are as described to you on our Website and that we meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information, please visit the Citizens Advice website (www.citizensadvice.org.uk).

Summary of your key legal rights

If your product is services, the Consumer Rights Act 2015 says:

You can ask us to repeat or fix a service if it is not carried out with reasonable care and skill or get some money back if we cannot fix it.

If a price has not been agreed upfront, what you are asked to pay must be reasonable.

If a time has not been agreed upfront, it must be carried out within a reasonable time.

11. Our rights to end the contract

11.1 We can end our contract with you. We can end our contract with you for our Services and claim any compensation due to us in certain circumstances, including, but not limited to, the following:

11.1.1 in the event of any misconduct or vexatious behaviour by you, or if you breach our Club Rules in accordance with our Disciplinary Policy and Procedure which is available on our Website.

12. Price and payment

12.1 Where to find our prices. The price of our Services will be the price indicated on our website when you make your Application. We use our best efforts to ensure that the price of our Services advised to you is correct. However, it is always possible that, despite our best efforts, the Membership category or our Services may be incorrectly priced. We will normally check prices before accepting your Application so that, where the correct price is less than our stated price on the date you make an Application for Membership, we will charge the lower amount. If the correct price of the Services is higher, we will contact you for instructions before we accept your Application.

If we accept and process your Application where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund any sums you have paid.

13. Our responsibility for loss or damage suffered by you

13.1 We do not compensate you for all losses caused by us or our Services. We are responsible for losses you suffer caused by us breaking this contract, unless the loss is:

13.1.1 Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your Application meant we should have expected it (so, in the law, the loss was unforeseeable).

13.1.2 Caused by a delaying event outside our control. As set out in clause 7.2;

13.1.3 Avoidable. Something you could have avoided by taking reasonable action;

13.1.4 A business loss. We only provide our Services for domestic and private use. If you use our Services for any commercial, business or re-sale purpose, we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for:

13.2.1 death, personal injury, or loss of or damage to your property caused by our negligence or the negligence of our employees, agents, or subcontractors; or

13.2.2 fraud or fraudulent misrepresentation.

13.3 Nothing in these terms is intended to limit your rights as a consumer.

14. We use your personal data as set out in our Privacy Policy. How we use any personal data you give us is set out in our Privacy Policy which is available on our Website.

15. You have several options for resolving disputes with us

15.1 **Our complaints policy.** If you have any complaints about your Membership and/or our Services, please contact us in accordance with our Complaints Policy and Procedure which is available on our Website.

15.2 **You can go to court.** These terms are governed by English law, and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland, or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

16. Other important terms

16.1 **We can transfer our contract with you, so that a different organisation is responsible for providing the Services.** We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may wish to end the contract in accordance with clause 9 of these terms. You cannot transfer your contract with us to someone else.

16.2 **Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it, and neither of us will need to ask anybody else to sign-off on ending or changing it.

16.3 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.