**TERMS AND CONDITIONS of Membership and GENERAL RULES**

Gunnersbury Triangle Club (“The Club”) is governed by a Constitution and Members should acquaint themselves with its content under the Organisation and Policies section at ([www.gunnersburytriangleclub.org.uk](http://www.gunnersburytriangleclub.org.uk)).

These **Terms and Conditions of Membership and General Rules (“Club Rules”)** supplement and clarify the Constitution and Members are bound by them.

1. **Members’ responsibilities**

Members are entitled to use of Club facilities in accordance with their type of Membership, subject to the following:

* 1. **Acceptance.** Payment of Club Subscriptions shall be deemed acceptance by the Member that he or she is bound by the Constitution, Rules and Bye-Laws of The Club for the time being in force and accepts the decision of the Management Committee (MC) in all cases.
	2. **Non-transferable.** Membership is not transferable and must only be used by the registered Member. Any misuse will result in the Membership being cancelled.
	3. **No refund.** Once fees are paid Members have no entitlement to any refund, irrespective of changes in personal circumstance.
	4. **Lapse of Membership.**  If club renewal subscriptions have not been paid by the due date Membership will be deemed to have lapsed and entitlement to use The Club’s facilities ceases[[1]](#footnote-1).
	5. **Damage.** Members undertake not to abuse the facilities or equipment at The Club and will be required to pay for any damage to property where they have wilfully or negligently caused such damage. Any damage to the Club premises or its contents must be reported immediately.
	6. **Responsibility for Junior Members and children.** Persons under the age of 18 years, on payment of the appropriate subscription, are eligible as Junior Members. Parents or legal guardians of Juniors ages 5-12 are required to become a Non-playing Parent or Buddy. Parents/guardians are responsible for Junior Members who are enrolled and any other children they bring, while they are on The Club’s premises. No children under the age of 12 years may be left unsupervised. The kitchen area and car park are out of bounds to children.
	7. **Personal Data.** The Member will advise The Club’s Membership Secretary of any change to personal details. Members undertake not to use each other’s contact information (name, email, contact number) beyond the scope of activities related to The Club.
	8. **Fire procedure.** Members must make themselves aware of the Fire and Emergency Exits and the position of Fire Extinguishers and the Fire Assembly Points.
	9. **Smoking.** Smoking is not allowed in the Club except in designated areas outside the Clubhouse. This includes E-cigarettes.
	10. **Parking.** Members must park in the marked parking spaces displaying a completed club permit detailing their name and section (permits available in the Clubhouse), and respect any disabled parking provisions and drop off areas. Exceptions will be made for vehicles loading and unloading. Cars can only be left at the club when the member is on the premises, and not parked overnight.
	11. **Guests and visitors.** As a member you may invite guests/visitors to play at the Club up to 6 (six) times but you must accompany them.  The same visitor can play up to 3 (three) occasions per subscription year, after which he/she will be encouraged to join. This applies to all sport sections of the Club. If a guest/visitor requires more than 3 (three) visits, please contact the Membership Secretary and Section Head. Members are required to sign in their guests, pay the relevant Visitor Fee and take responsibility for their conduct while on The Club’s premises.
	12. **Section rules.** Additional rules, designed to ensure fair play, use of facilities and Health and Safety of Members and their guests may be put in place by specific Sports sections. It is the Member’s responsibility to familiarise him/herself with and adhere to these additional Conditions and rules (as published from time to time on The Club’s website: Members’ area).
	13. **Additions and amendments.** Members undertake to accept reasonable changes[[2]](#footnote-2) to rules and terms of conditions of Membership from time to time.
	14. **Conduct: termination of Membership.** Members must leave The Club premises if requested to do so by the Bar Manager or her/his deputy, or any Member of the Committee, who shall report the reasons as soon as possible to the MC for review. The MC reserves the right to cancel Membership if the Member is in breach of these rules or if their conduct, in the view of the management of The Club, is offensive to Members and/or staff, acts against the best interests of The Club, is likely to bring The Club or sport into disrepute, or represents a health and safety danger. Suspension or expulsion under this Rule must be confirmed by a majority of the Members of the MC. A Member shall have the right to attend the meeting of the MC before it arrives at a decision.
	15. **Court conditions:** Playing tennis carries inherent risks. Members accept these risks and are responsible for their own actions and involvement. At times of adverse weather conditions, all tennis members must conduct a personal risk assessment before playing and ensure that the courts are safe for use. Usage of the tennis courts is at the members or guests own risk.
1. **The Club’s responsibilities and undertakings**

The Club, as represented by the honorary MC and/or its paid employees, undertakes to offer and maintain:

* 1. **Facilities and services.** Details of facility opening times and age restrictions are available on the website. The Club reserves the right to close The Club or areas of The Club from time to time for maintenance repairs, refurbishment, cleaning, local emergencies and bank and public holiday periods. Opening hours are subject to change: The Club will give advance notice to Members where reasonably practicable.
	2. **Licensing Act.** The Club, in providing a managed bar service and for-hire facilities, has a duty to conform to the Licensing Act. No person under the age of 18 years may be served with, or may consume, intoxicating liquor.
	3. **Participation.** The Club shall hold an AGM at which all Members may participate, propose and vote on changes, provided they have been a Member for 30 days.
	4. **Data protection.** The Club undertakes to administer its Privacy Policy (published in the Members’ area of the website), to protect personal data, in alignment with GDPR legislation (May 2018).
1. **Miscellaneous Rules**
	1. **Visiting Teams.** Visiting teams and their supporters shall be Honorary Members of The Club for the day of their visit.
	2. **Animals and pets**. Dogs are allowed in the Club grounds with the proviso that the no dogs rule could be invoked at any time, if necessary. Dogs are not allowed in the clubhouse or courts. Dogs need to be kept on a lead at all times, and any fouling is the responsibility of the owner.
	3. **Clothing.** Suitable clothing must be worn at all times. Shoes with non-marking soles must be worn when using Sports facilities.
	4. **Bicycles.** Bicycles are not allowed in the Club buildings.
	5. **Use of premises for events.** The Club may hire the Club premises, or part thereof, to any Member or other party for purposes and periods as deemed appropriate. The Club premises shall not be used for party political or sectarian religious purposes unless with agreement by the MC.
	6. **Photographs.** The Club reserves the right to use photographs of Club facilities (which may include you, provided your inclusion is incidental) for press and promotional purposes provided reasonable notice is given.
	7. **Complaints and grievances.** Any club member who wishes to raise a grievance should aim in the first instance to resolve it informally with a member of the MC or a senior member of staff.
		1. If the grievance cannot be resolved informally, or the grievance relates to a staff member, the grievance should be set out in writing and forwarded to the Club Chairman.
		2. The Club Chairman will nominate at least 2 committee members to deal with the grievance (one of whom may be the Club Chairman). Where appropriate they will arrange a meeting with the aggrieved member to seek to resolve the grievance.
		3. If the grievance is not resolved to the satisfaction of the aggrieved member, he/she can appeal to the MC, setting out the grounds of the appeal in writing. Whenever possible, the grievance will be considered at the next committee meeting. The committee may, at its discretion, invite the aggrieved member to attend the committee meeting. The decision of the MC shall be final.
	8. **Conflict between this document and the Club Constitution.** In the event of a conflict between this document and the Club’s Constitution, the Constitution shall prevail.
	9. **Terms.** The terms highlighted in bold in this document are for convenience only. The meaning and intent of the clause is as defined in the detailed wording of the clause.
	10. **No waiver of rights.** The Club’s failure to enforce its rights at any time, for any period and for whatever reason, will not be construed as a waiver of such rights; neither will any failure to identify or act upon a Member’s breach of the terms of their Membership agreement be deemed an affirmation by The Club that the Member’s behaviour is acceptable.
2. **Limitation of Liability**

As a principle, The Club accepts no liability for loss or damage to individuals or their property while on The Club’s premises. Therefore:

* 1. Members are responsible for securing their personal belongings at all times. The Club, its representatives, agents or sub-contractors, will not be liable for any loss, damage or theft of any property brought onto The Club premises.
	2. Members are responsible for ensuring they understand how to operate or use any The Club’s facilities and/or equipment. If a Member is in any doubt about how to correctly operate any equipment, the Member must consult an appropriate committee member before use.
	3. Some areas of The Club are unsupervised and The Club does not accept responsibility for any harm or injury to an unsupervised Member unless caused by our employees, agents, sub-contractors, or our negligent act or omission.
	4. Coaches operate in our club on a self-employed basis. Any service they provide to you constitutes a contract between the coach and the Member. The Club accepts no responsibility for breach of contract or negligence caused by a self-employed coach.
	5. The Club shall not be responsible for any articles brought by any Member or visitor onto The Club premises or grounds (or any damage they may cause).

*This document was updated on 06 November 2019*

1. Payment of Club Subscriptions by instalments, by Direct Debit, can be arranged at MC’s discretion on certain Memberships. It is the Member’s responsibility to ensure that there are sufficient funds to pay each month. Should a payment fail due to lack of funds, or other reason within the Member’s control, the direct debit will be resubmitted. A second failure will result in the Membership being withdrawn until paid, together with a £25 penalty fee. Instalment payments are continuous and breaks in Membership are not normally allowed. [↑](#footnote-ref-1)
2. ‘Reasonable change’ shall mean any proposed change, duly considered and agreed by the MC, which is deemed to benefit Members generally, adhere to new legislation or align with best practice as advised by Sports’ governing bodies. [↑](#footnote-ref-2)