

Terms and Conditions for Nottingham Tennis Centre NTC Booking Card and Monthly Direct Debit Payment Plans

Your Membership Application form, these Terms and Conditions and your membership letter is the Agreement between you, the Member and us, the LTA Nottingham Tennis Centre ("NTC").

1. We offer a number of Tennis membership packages which consist of the following;

Nottingham Community Tennis

Junior Recreation Tennis Coaching Junior Development Tennis Coaching Adult Tennis Coaching Adult Social (coached membership) Outdoor Courts included Gym Bolt On Gym Stand Alone

2. NTC Booking Card

- All Members taking out one of the above types of membership will automatically receive a free NTC Booking Card Account. This will entitle you to a free
 card on first application and access to benefits subject to criteria.
- A photograph is mandatory for all NTC members to prevent misuse of benefit under the membership criteria.
- Replacement lost or stolen cards cost £5 payable in advance via the Centre Reception.
- You must notify us if your name or contact details such as address, phone or email change.
- · Only the person allocated the card may use it.

3. Membership term/Payment Options

'Rolling Monthly' - Members can join for any period of time they wish-1 months' notice required subject to meeting cancellation terms.

Gym Bolt On and **Gym Stand Alone** Memberships can be cancelled at any point without a notice period, however, these will still be limited by the Direct Debit amendment schedule set by the bank. (eg cancellations made after the next DD run has been submitted, cannot to be processed. This is usually around the 28th of the previous month)

4. Starting Fee Payments

There will be a 'starting fee' payable for all new or re-joining Members on Rolling Monthly Agreement and Gym Direct Debit packages, which is calculated on a pro-rata basis. Pro-rata works on the basis of a daily fee being paid and includes the period until the first Direct Debit is taken by us.

5. All other Direct Debits Paying Members

All Members paying by Direct Debit hold a membership for each month that payments are made in advance.

No matter which day of the month you join, you must pay a one off pro-rata payment in advance by credit or debit card.

All subsequent payments will be collected from your account by Direct Debit on the 1st of every month. Where the 1st falls on a weekend/Bank Holiday your Direct Debit will be collected on the next working day after. Nottingham Tennis Centre may choose to change the monthly membership rates at any time; you will be given at least 3 working days' notice by email/SMS/letter of any change.

If we do not receive your Direct Debit on the first request, we will apply the amount owed to your Nottingham Tennis Centre account held with us. You will be able to bring your account up to date at Reception at Nottingham Tennis Centre or online by logging in to your account at www.nottinghamtenniscentre.co.uk/login by the 18th of the month.

You are obligated to make Direct Debit payments on the 1st of each month with the first one being on the 1st Direct Debit Payment Date notified in your membership email and then every month thereafter regardless of non-attendance, except where cancellation terms are met.

Monthly starting fee payments are non-refundable outside of the 15-day money back guarantee terms.

Nottingham Tennis Centre reserves the right to withdraw facility access if the member is in arrears of their Direct Debit payments.

An administration fee of £20 shall be paid for all returned unpaid Direct Debits that are not bought up to date within 21 days of a failed collection.

If you fail to bring your account up-to-date within the time frame your access will be restricted and the £20 charge will remain on your account in line with our arrears management process.

6. Change of details

If your personal details change, please notify us as soon as possible so that we can amend our records accordingly. The details we hold for you will be used to communicate with you in relation to your Membership. We take no responsibility where you have failed to maintain up to date contact details and you are therefore unable to receive relevant service notifications.

7. Suspension

We offer a suspension option for Members who pay by Direct Debit to suspend their Membership for a period of not less than 2 whole months and a maximum of 4 months at a cost of £10 per month of the suspended period.

To arrange a suspension please use the "Contact Us" section of the website www.nottinghamtenniscentre.co.uk by the 18th of the month before your next payment due date. This arrangement cannot be back dated.

To reinstate a suspended membership please use the "Contact Us" section of the website <u>www.nottinghamtenniscentre.co.uk</u> by the 18th of the month before your next payment due date. If you fail to contact us your membership will revert back to the regular monthly amount at the end of the pre-approved suspension period without notification.

Suspension is not available on Gym Direct Debit products

8. Change of Membership Status

Members can request a Change of Membership after the initial Direct Debit has cleared by using the "Contact Us" section of the website www.nottinghamtenniscentre.co.uk by the 18th of the month before your next payment due date. The membership will be charged at the new monthly fee from the date of the next Direct Debit payment at which point any changes to access will occur.

If you request a Change of Membership from an existing monthly membership, your monthly direct debit will continue at the new rate without notification of the change.

If you sign up to one of our monthly membership packages from 'Casual Pay and Play' to a Direct Debit, you will have to pay a full starting fee pro-rata payment.

9. 15-day Money Back Guarantee

 $All \ memberships \ can be \ cancelled \ within \ 15 \ days \ of joining \ and \ are \ entitled \ to \ a full \ refund \ under \ our \ 'money \ back \ guarantee'.$



All refunds will be refunded via the same method initial payment was taken. Refund processing will take up to 30 working days unless advised differently. Member must cancel their Direct Debit at the bank in order to guarantee membership cancellation.

This does not apply to Casual Pay and Play Nottingham Tennis Centre Members or Gym Memberships (as there is no contractual obligation)

10. Cancellation

Tennis Direct Debit Members can cancel by giving 1 full calendar months' notice before the next Direct Debit due date.

Tennis Bolt On Members will need to cancel via the Centre Team only to avoid cancellation of their Tennis Direct Debit.

It is the Members' responsibility to make sure that cancellation is placed with **both <u>Centre Team</u>** and that the <u>Direct Debit is cancelled through their bank or <u>building society after the advised date of their last payment being processed</u> in order to guarantee membership cancellation. Payments taken where you have not done this will not be refunded.</u>

The Centre Team can be contacted by using the "Contact Us" section of the website www.nottinghamtenniscentre.co.uk

For your convenience upon cancellation or expiry of your membership package we will retain your Nottingham Tennis Centre Member account which will permit access to the Centre on a Casual Pay and Play basis.

11. Our Right to Suspend or Cancel

We can suspend or cancel your membership immediately if:

You commit a serious or repeated breach of your Terms and Conditions of membership and, if that breach is capable of being remedied, it is not remedied within 7 days of notification to do so;

In our reasonable opinion, your behaviour is likely to endanger yourself, other Members, their guests, or staff, or adversely affect the Tennis Centre or our reputation;

If any amounts you owe us remain unpaid 30 days after the due date;

If you provide us with details you know to be false when applying for membership and those details reasonably affected our decisions to grant you membership.

If we cancel your membership, you will be liable for all payments due up to the date of cancellation.

We reserve the right to refuse you access to the Tennis Centre if in our reasonable opinion access should not be granted. Our decision will be final in such a situation

12. General

- We reserve the right to refuse entry to any Members who continually forget their card unless they purchase a new card.
- All Members are expected to co-operate with facility staff at all times, Members who do not may be refused access.
- All Members must comply with NTC's policies, rules, regulations and "terms of use" applicable to their membership package and use of the
 premises/facilities. Members who do not adhere to facilities regulations and policies may be refused access to facilities.
- Facilities may be withdrawn from time to time for repairs, refurbishment, tournaments, special events or closure. Where ever possible, 2 weeks' notice of any disruption to the regular programme will be advertised.
- Where full or part closure of facilities and programmes is required due to government or local authority restrictions we will endeavour to communicate with you at the earliest opportunity providing details of options that are available to you.
- Opening times may be limited over Bank Holiday periods. Generally, a facility will be open daily, except for Christmas Day, Boxing Day and New Years Day.
- Some activities are a single sex sessions. These activities are programmed so that the activity can be accessed by anyone at another time.
- Sessions and facilities are subject to change without prior notification and may also be subject to cancellation should the session or facility be deemed
 no longer viable.
- Membership cancellations due to facility withdrawals/closures will not be permitted where alternative provisions are available. Any changes to service will be communicated to you.
- Where Tennis activities are cancelled due to Bank Holidays and unforeseen closures, a reduction to your normal monthly Direct Debit fee will be applied at the earliest opportunity allowing for processing time.
- We reserve the right to remove and withdraw membership products at any point and we will endeavour to communicate with you at the earliest
 opportunity providing details of options that are available to you.
- Gym use age restrictions
 - o 16 to 18 years under personal supervision, i.e., fitness trainer; coach; parent or authorised guardian of 18 years and above.
 - 13 to 15 years parent or authorised guardian present always. Weights, multi gym equipment, fixed apparatus, cable apparatus etc. excluded to this age group. Other equipment under personal supervision, i.e., fitness trainer; coach.
 - o Below the age of 13 years always in the gym with either a parent or authorised guardian of 18 years and above. Access to all weights, fixed equipment and cable apparatus excluded to this group.
- Members must be, to the best of their knowledge and belief, in good health and not knowingly incapable of engaging in either active or passive exercise
 and that such exercise would not be detrimental to their health, safety, comfort, wellbeing or physical condition. Further, Members will advise us
 immediately should these circumstances change

Nottingham Tennis Centre reserves the right to amend and/or update these Terms and Conditions. Updated versions are available on request or on our website www.nottinghamtenniscentre.co.uk

General Data Protection Regulations ((EU) 2016/679) and Data Protection Act 2018

The personal information obtained from you is for the purpose of administering your Nottingham Tennis Centre Account, seeking feedback or providing information on products or services you have requested from us. For further information about how we use and share your data please visit www.lta.org.uk