**TERMS AND CONDITIONS OF MEMBERSHIP (2023-24)**

**Introduction**

**Yelverton Tennis Club whose address is War Memorial Recreation Field, Meavy Ln, Yelverton PL20 6AP** (the “**Club**”) is a private members tennis club accredited by the Lawn Tennis Association (“LTA”). The Club has an ongoing duty of care to all who participate in tennis in the Club to ensure they have a safe, enjoyable and positive experience.

This document sets out the terms and conditions (the “**Terms**”) applicable to all Members.

It is recommended that all Membership applicants read the Terms carefully as they contain the legal terms and conditions that all Members are subject to and bound by from the point of application.

The Club may amend these Terms at any time and Members should therefore check them each time they renew their Membership. The Terms applying to Membership will be those in place on the date of application.

Any individual applying for Membership on behalf of a third party shall be deemed to be acting with the consent for whom they are making that application, including acting with the authority to agree to these Terms. Following receipt of the Membership application, the Club shall only communicate with the registered Member (regardless of whether such Membership was applied for on their behalf or otherwise).

All Members are subject to and bound by all of the YTC Rules and Regulations, the YTC Constitution, the LTA Code of Conduct, the LTA Safe and Inclusive Code of Conduct and/or any other rules or regulations published by or in place under the auspices of the LTA and Club from time to time.

**Membership Applications**

Any person may apply to become a Member.

Membership can be applied for by completing an application form via the Website https://www.yelvertontennisclub.com

In making an application, the applicant acknowledges and agrees as follows that they:

1.     are not aware of any reason why they should not be granted Membership (including any previous disciplinary or misconduct matters arising under the rules of the Club and/or LTA);

2.     assumes exclusive liability for their application and for the use that they shall make of the Membership;

has read or has had the opportunity to read these Terms;

3.     accept that they are subject to and bound by these Terms including all of the YTC Rules and Regulations, the YTC Constitution, the LTA Code of Conduct, the LTA Safe and Inclusive Code of Conduct and/or any other rules or regulations published by or in place under the auspices of the LTA and Club from time to time;

4.     in the event of disciplinary measures taken against them pursuant to the Club’s Terms and Conditions of Membership they will submit to any such disciplinary measures imposed and shall bring any appeals in accordance with the procedures set out by the Club.

Membership will commence on the date upon which it is approved by the Club (the “**Commencement Date**”).

The Membership Period of each Member shall continue until March 31st unless cancelled in accordance with clause 15 of the Constitution.

**Members’ Responsibilities**

By taking out Membership, Members consent to the Member being bound by all of the YTC Rules and Regulations, the YTC Constitution, the LTA Code of Conduct, the LTA Safe and Inclusive Code of Conduct and/or any other rules or regulations published by or in place under the auspices of the LTA and Club from time to time.

**Members shall at all times:**

accept the jurisdiction of the appropriate body to discipline the Member for an apparent breach of those rules, policies and procedures outlined above;

behave in a correct and proper manner including by not doing anything which brings the sport of tennis, the Club including its representatives, staff and employees and the Club’s partners including its commercial partners into disrepute;

not be convicted of any criminal offence which the Club believes would adversely affect the reputation of the sport of tennis, the Club including its representatives, staff and employees and the Club’s partners including its commercial partners into disrepute;

not make any public statement (whether verbally or in writing) which is defamatory or derogatory in relation to the Club including its representatives, staff and employees and the Club’s partners including its commercial partners into disrepute nor make any public statement which could constitute a personal attack on another Member;

be respectful to all other Members and the Club representatives including staff members;

be respectful to umpires, members of visiting teams and clubs and their representatives; and

not abuse, neglect, harm or discriminate against other Members and the Club including its representatives, staff and employees or act in a way that may be interpreted as such.

**Refusal, Suspension and Termination of Membership**

Nothing in these Terms guarantees that a Member will be entitled to renew their Membership. Once expired, all rights and benefits of Membership will cease.

The Club reserve the right to:

·         refuse an application for Membership; and/or

·         suspend Membership; and/or

·         terminate Membership;

in the following circumstances, if a Member or applicant for membership:

has breached or breaches these Terms or any other reasonable requirements set out by the Club in any manner and at any time;

has failed to meet, or at any point during the Membership Period ceases to meet, the required criteria for Membership (as set out in these Terms);

has been or is suspended or barred (on an interim or permanent basis) from any tennis activity pursuant to the YTC Rules and Regulations, the YTC Constitution, the LTA Code of Conduct, the LTA Safe and Inclusive Code of Conduct and/or any other rules or regulations published by or in place under the auspices of the LTA and Club from time to time.

has served or is serving a ban from competition as a result of being found guilty of a doping offence or be in receipt of a lifetime funding ban from UK Sport;

has been or is in receipt of warnings relating to misconduct and/or breaches of the YTC Rules and Regulations, the YTC Constitution, the LTA Code of Conduct, the LTA Safe and Inclusive Code of Conduct and/or any other rules or regulations published by or in place under the auspices of the LTA and Club from time to time;

in the reasonable opinion of the Club, has acted or acts in a manner which brings the Club and/or the sport of tennis, the Club including its representatives, staff and employees and the Club’s partners including its commercial partners into disrepute; and/or

in the reasonable opinion of the Club, has misused or misuses their Membership in any manner.

In all such cases the Club will have no liability to refund or pay any other compensation in connection with the Membership Fee or Membership generally.

In the event of a suspension, the Club may decide in its discretion to lift such suspension when it considers it is appropriate to do so.

In the event that the Club terminate or suspend your Membership you should immediately cease use of your Membership and immediately cease to hold yourself out as being a Member and cease to exploit any of the benefits of Membership.