## **DB Tennis Terms & Conditions**

### **Last updated: 24th November 2023**

The following are the Terms and Conditions of Service for DB Tennis. All customers are required to accept these Terms and Conditions of Service prior to participation in all DB Tennis sessions

DB Tennis may, from time to time, review and update these Terms and Conditions, and reserves the right to amend or introduce any rules necessary to ensure the safe and efficient operation and financial viability of its facilities and programmes.

### **Sessions**

Sessions are available according to times stated in the DB Tennis booking system.

Sessions and instructors are subject to change with no prior notice.

We reserve the right to refuse entry to a session or advise a more appropriate session/course if any participant is found not to be of the correct age/ability, or is unable to complete a session/course due to being in the incorrect age/ability group.

### **Booking into sessions**

Members will use DB Tennis’s booking system in order to book their place on a particular session. No other methods will be considered as acceptable forms of booking.

If there are no bookings on a particular session 24 hours before the start time of that session, then DB Tennis reserves the right to cancel the session without having to communicate the cancellation to customers.

### **Waiting lists**

Each session will have a maximum number of attendees allowed. This is to ensure the quality of the session and the safety of all participants.

Once the maximum number of attendees is reached, a waiting list will be created and customers will be contacted if places become available.

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### **Member Details Changes**

You agree to advise us immediately of any change to the Members details held on our membership database.

### **Termination**

You must give 30 days notice to terminate your membership on DB Tennis’s booking system or by emailing davidbrycelandtennis@gmail.com.

In the above circumstances your membership will remain in force until the day before your next payment is due, at which point it will automatically terminate.

DB Tennis reserves the right to suspend or terminate your membership if you behave in a way that breaches DB Tennis’s code of conduct

### **Payment**

Your payment details will be securely stored in our system for the duration of the membership.

You are responsible for the payment of the membership. This is true even if the amount is debited directly by DB Tennis.

If the payment is late you will receive a reminder email from DB Tennis and access may be suspended.

If, despite us having notified you of a missed payment, further payments are missed, we reserve the right to, at our sole discretion, terminate your membership, upon having given you written notice of our intention to do so.

### **Price changes**

From time to time we may need to increase the price of membership. We will give you at least 1 full months' notice of any incoming price increase and will make it very clear when the price increase will take effect and how much your membership will cost after the increase.

During this period, you will have your usual right to terminate your membership in accordance with the membership terms and conditions and rules. If you do not terminate the membership by the date given to you in the notice, then the price of your membership will be increased in accordance with our notice.

### **Refunds**

Once paid, membership subscriptions will not be refunded for any reason. Membership periods may however be suspended *(at the discretion of the management team)* for the duration of a major medical absence / injury break, or other unforeseen circumstances, and resumed thereafter at no loss of time. Please note, this policy does not apply for minor injuries.

### **Disputes**

Where possible all disputes will be prevented by open and honest communication between player, parent and coach. Where this is not possible, please put your dispute in writing to DB Tennis at davidbrycelandtennis@gmail.com highlighting the issues you wish to raise. DB Tennis will then investigate the dispute and put in place processes to solve the dispute.

## **No-show policy**

If a player fails to cancel their booking at least 24 hours prior to the start time of the session and then fails to attend the session, this will be considered a ‘no-show’.

A cancellation is only valid when a player cancels their booking to a particular session via DB Tennis’s online booking system, as this is the only way to open up that spot to other players who might want to book onto the session.

For players who are repeat offenders, we reserve the right to temporarily suspend online booking rights and/or to remove booking rights completely.

## **Photos and videos**

After becoming a DB Tennis member, you agree to having your/your child’s photograph taken by DB Tennis at any time whilst taking part in the sessions. DB Tennis reserves the right to use any such photographs for press and/or promotional purposes.

If you find an image or video of your child on our promotional channels (such as our website and social media pages) that you’d like us to remove, please email us at davidbrycelandtennis@gmail.com and we will do so immediately.

## **Health**

You confirm that you/your child does not suffer from health problems that would hinder exercise or prevent you/your child from engaging in exercise, or that would be detrimental or adverse to you/your child’s health, safety or physical condition if you/your child did exercise. In case of any doubt, you shall seek advice by a medical doctor who should confirm the ability to exercise.

DB Tennis shall have no obligation to perform a fitness assessment or similar testing to determine your/your child’s physical condition.

## **Weather**

It is our philosophy to try and run coaching sessions wherever possible and therefore we generally ask that participants attend the start of their session regardless of the weather.

Coaching will only be cancelled in advance if the appropriate forecasting tools (e.g. MET Office Rainfall Radar) indicate with certainty that the session would be unsafe to run. If it is not predictable with certainty, the decision on whether to cancel the lessons will be made on the courts immediately prior to the lesson start time.

Cancellation of one group lesson does not necessarily mean that other lessons will be cancelled that day. If you choose not to attend on doubtful days then you risk missing the class if it takes place.

We will do our best to rearrange the lesson when the weather makes on court tennis impossible.

## **Liability**

DB Tennis cannot accept liability for any claims, damages, costs and demands in respect of death or personal injury arising from the use of the facility and our sessions by the customer pursuant to this agreement except insofar as such death or personal injury arises from negligence on the part of the DB Tennis staff.

DB Tennis cannot accept responsibility for the loss of or damage to personal property incurred whilst on the premises.

## **Miscellaneous Terms**

In the event that a single term, condition or rule of membership is found to be unenforceable, all other terms, conditions and rules shall remain unaffected.

If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.

### **Tennis Courts**

No studded shoes to be worn on the tennis courts at any time.

There is no dress policy for the courts, however, players must not play shirtless at any time.

Chewing gum whilst on court is strictly forbidden.

Persons behaving in a manner likely to disrupt the enjoyment of, or endanger other users of the courts, may be asked to leave. No refunds will be given.

Should any damage occur during the period of court usage then the user will be responsible if caused by their negligence. Any damage must be reported immediately to the appropriate member of staff.

### **No Smoking Policy**

In the interests of Public Health and comfort, smoking is not permitted on the courts, or clubhouse.