

Club Membership Contract Terms and Conditions

Definitions:- “theclubnetwork.co.uk” “theclubnetwork” “us” “we” and “our” means theclubnetwork.co.uk which is a trading name for Procyon Design Ltd. “Club member” “away club” “you” and “your” pertains to the Club named in this document and its terms and conditions. “Home Club” means the club with which a visiting registered member is a full or part time member of. Home clubs are not included in these terms and conditions as theclubnetwork.co.uk takes no responsibility in the entirety of their involvement in your club's membership. “Visiting member” means a registered member of theclubnetwork.co.uk whose full or part time membership is with another registered club (the home club) other than the club they are visiting. “Home members” are members of your club, either part time or full time.

These terms and conditions constitute a membership contract between you and us.

1. MEMBERSHIP

Joining

- 1.1 Club members must seek permission from the relevant person or persons responsible for making such decisions before registering with us.
- 1.2 You will be subject to all rights and obligations according to the type of membership for which your application has been accepted.
- 1.3 A club member will set up an account with theclubnetwork using the online registration form with e-mail confirmation using its email address and password.
- 1.4 A club must have their own premises and sports facilities in order to join.

Membership Options

- 1.5 Your club membership is a standard type, which gives your home members rights to apply for member registration to theclubnetwork.co.uk and in doing so access to any registered away clubs facilities providing, i) these are subject to availability. ii) listed as available to use on theclubnetwork.co.uk website and iii) listed as available to use on theclubnetwork.co.uk under your club's registration. e.g. if you have only listed tennis and squash in the facilities section upon your registration then your members are only allowed to use tennis and squash facilities at away clubs.

Your club agrees, in registering with theclubnetwork, to open its doors to visiting members who are also registered with theclubnetwork, and treat them in a similar fashion as you would your standard members, with all rights and privileges that this bestows.

Your club will be able to change its main sporting facilities it offers at any time, this is either an inclusion of a sporting facility or and exclusion of a sporting facility, on theclubnetwork.co.uk's website. However it should be noted that in doing so you will, with immediate effect, alter the sporting facilities your members will be able to use at away clubs. If so then you should notify your members immediately via your usual communication channels of these changes.

Fees and charges

- 1.6 Start up fees apply as set out overleaf which are payable immediately upon becoming a member.
- 1.7 If your membership falls into arrears, without prejudice to our rights at clause 3.9 and except where the arrears are solely owing to the fault of your bank, we reserve the right to suspend membership until the arrears (including charges) have been cleared and to take legal action to recover the sums outstanding.
- 1.8 Membership fees may be increased at our discretion, but will only be subject to the subsequent year's membership following the increase.

Facilities and services

- 1.9 A club member must give open access to their club to visiting members providing they fall within your stated opening times.
- 1.10 A club member must provide effective internet or accessible local booking facilities for visiting members, and ensure that they are aware of the booking procedures upon or before arrival.
- 1.11 A club member must endeavour to maintain a register to record visiting member visits, in order to track and the minimum limit of 5 visits per year. This number may be increased at the home clubs discretion, and shown on theclubnetwork website.
- 1.12 A club member must provide a copy of its club rules to visiting members on/or before their arrival.
- 1.13 A club member should ensure that visiting members are aware of its charges to book, and use its facilities or the very least show the latest data on theclubnetwork.co.uk website under its registration entry. A form for inputting charges is located on theclubnetwork.co.uk website under the club control panel located under 'Club admin' : such information can be amended at any time.
- 1.14 A club member must allow full access to all its main sporting facilities indicated by the club member when registering and /or amending its main sporting facilities entry either when registering or changing facility details at the clubs control panel under Club facilities. Clubs may temporarily suspend access to one main sporting facility for bona_fide reasons, which may include over subscription for that particular sport, or temporary maintenance work. Please note that the suspension of facilities will effect your members rights to play/ use that /those sport/sporting facilities at other away clubs. This will also take immediate effect from the time you amend your main sporting facilities online. It is also worth noting that you should make your members aware of any of these changes immediately via your usual lines of communication.
- 1.15 A club member must agree to charge visiting members the same standard booking, lights, and guest fee (should they bring a guest, who is not a registered member of theclubnetwork.co.uk), as they would a full time member of your club.
- 1.16 A club member should check visiting members membership details online and membership card(s) to ensure validity of membership(s) to

theclubnetwork.co.uk, upon arrival.

- 1.17 A club member must have current and appropriate club insurance in place to cover visiting members and their guests playing activities and also to cover visiting members and their guests who use its other facilities.
- 1.18 A club member must ensure that the club is able to accept card and/or cash payments for bookings, lights and guest fees.

2. CLUB USAGE

Limitation of liability

- 2.1 Neither us, our employees, agents or sub-contractors will be liable to you or your club for any loss, damage or theft of any property caused by a visiting member or guest of visiting member (also including damage to vehicles or their contents); or any death, personal injury or illness occurring on your home or away clubs premises (including that caused by use of facilities and/or equipment unless caused by our employees, agents, subcontractors or our negligent act or omission). If you suspect any visiting members involvement in such a case you should first report the matter to the relevant authorities and then to theclubnetwork.co.uk who and will take the appropriate steps.
- 2.2 You are responsible for ensuring that you correctly and regularly service and/or repair or replace all your sports equipment to ensure that such items are in generally good working order.
- 2.3 Should a visiting member or visiting member guest warrant using equipment that could cause harm or injury to either themselves or anyone else, then proper instruction from a qualified instructor must be given first before the visiting member or visiting member guest be allowed to use the facility.
- 2.4 You are required to hold current and adequate public liability insurance to cover all or any contingencies likely to arise whilst a visiting member and their guest is/are playing at or visiting your club.
- 2.5 Any services provided to visiting members or guests of visiting members by sporting coaches or personal trainers operating on either a self-employed basis or as otherwise provided by the away club, will constitute a contract between the personal trainer / coach or the away club and the visiting member/ guest of the visiting member. We accept no responsibility for breach of contract or negligence caused by a personal trainer and or sporting coach.

Visiting members Conduct

- 2.6 Visiting members must abide absolutely by club members rules and codes of conduct. If this is not the case then such matters should be immediately reported to theclubnetwork who will take the appropriate action.
- 2.7 Visiting members may not use the same away club more than 5 times in any one year, unless specifically permitted to do so by a club member.
- 2.8 A visiting member must be courteous in every respect whilst at an away club. If this is not the case then such matters should be immediately reported to theclubnetwork who will take the appropriate action.
- 2.9 A visiting member must make all payments incurred direct to the

- club member upon request by the club member.
- 2.10 Visiting members will not abuse the facilities or equipment of any club member and will pay for any damage to a club member's property where those members wilfully or negligently cause such damage.

3. **MEMBERSHIP TERM**

Membership duration

- 3.1 Membership fees are paid on an annual basis, lapsing at the end of the relevant membership period. For this contract a minimum membership period of 12 months applies. Upon expiry of this period, your membership will automatically continue at the prevailing rate subject only to the termination provisions set out overleaf.

Termination by you

- 3.2 If you are dissatisfied with the service offered by us for any reason within the first 7 days of becoming a member, you are entitled to a full refund of any membership fees paid.
- 3.3 After the duration as set out in 3.3 has matured a refund can be redeemed but will be minus administrative costs and calculated on a month to month basis or the remainder of the membership left to run as stated in the sheet provisions overleaf. These costs will cover our reasonable administration and/or product costs.
- 3.4 During the contract period of membership, should you wish to cancel your membership, a months notice period is required. You will also need to write to us at the address shown below. Stating club name, your name, position held within the club, address and contact details. We recommend you post your letter by recorded delivery to ensure notice of termination is received. Membership will be cancelled after 1 month of notification.
- 3.5 We are entitled to retain any membership fees where you have not cancelled your direct debit instruction with your bank and you have not given valid notice to the extent that such membership contribute to the costs and losses in respect of our contract with you.

Termination by us

- 3.6 We may terminate your membership without notice if in our reasonable opinion, continued membership is likely to be injurious to the character and interests of theclubnetwork.co.uk or any particular away, home club or visiting member.
- 3.7 We may terminate your membership with immediate effect if i) you have breached any terms and conditions of this contract; or ii) membership fees or other charges payment remain unpaid 7 days after the due date, provided that we give you written notice of the breach and you have not remedied it within 7 days of the notification date.
- 3.8 We may terminate your membership with immediate effect if your Club permanently ceases operation.

4. MISCELLANEOUS

- 4.1 Our failure to enforce any of our 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 your breach of the terms of this contract by you be deemed to be an affirmation by us that your behaviour is acceptable.
- 4.2 Where a provision of this contract is deemed to be invalid or unenforceable by any UK Court, the provision will be deleted but such deletion will not affect the validity and enforceability of the remaining provisions.
- 4.3 We may assign or transfer the benefit of this contract or sub-contract our obligations under it, to any other legal entity at any time without notice to you. Except as permitted by this clause, the Contracts (Rights of Third Parties) Act 1999 are excluded.
- 4.4 Written notices that are required to be given by either party shall be sent using second class post to the address provided overleaf or such other address as is notified by either party and shall be deemed served 3 days after posting. This does not apply to 3.5 where you can give notice by recorded delivery.
- 4.5 We may update these terms from time to time at our discretion. Amended terms shall become effective as soon as they are placed upon the Website and your continued use of the Website and theclubnetwork Service constitutes acceptance by you of the updated terms.
- 4.6 Relevant United Kingdom law shall apply to this contract and the relevant Courts of the United Kingdom shall have exclusive jurisdiction to deal with any disputes arising in relation to it.
- 4.7 A member club will note that the general content of www.theclubnetwork.co.uk website is the intellectual property of Procyon Design Ltd which may be used by the member club but which may not be downloaded nor used outside of the member club – theclubnetwork business relationship without specific written permission from theclubnetwork.
- 4.8 A member club will be bound by any affirmation or electronic signature which is deemed to be the equivalent of a handwritten signature.