

## **Personal 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. “Member” “visiting member” “Club Member” “you” and “your” pertains to the member named in this document and its conditions. “Home Club” means the club where you are a full or part time member and which you named on your application form with us. Home clubs are not included in these terms and conditions as they will be included in your original membership with your home club. Theclubnetwork.co.uk takes no responsibility in the entirety of your involvement in your home club membership. “Away Club” refers to the club, which is registered with us, that you are visiting, where you are not a full or part time member.

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

### **1. MEMBERSHIP**

#### **Joining**

- 1.1 Members must be aged 18 years plus, or below 18 years with signed parental consent.
- 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 You must be a valid member of a registered sports club to join theclubnetwork. And a valid member of the sports club you are registering as being a member of.

#### **Membership Options**

- 1.4 Your membership is a standard type, which gives you complete access to all registered away clubs, and use of all their listed main sporting facilities providing that your home club has the same main sporting facilities listed on theclubnetwork.co.uk i.e. if your home club lists tennis and squash on theclubnetwork website, then this entitles you to play either tennis or squash only at an away club subject to availability. A limit on the number of visits is placed on each member, this is defined by the club you are visiting, and details of each club can be found on theclubnetwork website under the member control panel.

#### **Fees and charges**

- 1.5 Start up fees apply as set out overleaf which are payable immediately upon becoming a member.
- 1.6 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.
- 1.7 Membership fees may be increased at our discretion, but will only be subject to the subsequent year's membership following the increase.

- 1.8 In the event of a lost or stolen membership card a replacement card will incur a cost for renewal which will cover the administrative costs as set out overleaf and will be levied before a new card can be issued.
- 1.9 All applicable booking, lights and guest fees will be charged at standard membership rates and must be made payable to away clubs immediately on request.

### **Facilities and services**

- 1.10 In order to gain access to away clubs you must produce your membership card on all visits to away clubs and upon any request by such clubs.
- 1.11 You must not loan your membership card to or permit its use by anybody else.
- 1.12 Opening hours are subject to away clubs discretion.
- 1.13 Should you wish to use facilities that require specialist instruction before use, you must seek and obtain the appropriate instruction from a qualified trainer before using such a facility.

## **2. AWAY CLUB USAGE**

### **Your physical condition**

- 2.1 Our staff, agents and subcontractors are not medically qualified. If you have any doubts about your fitness or capability to undertake physical exercise we strongly recommend that you take independent medical advice before undertaking any exercise.
- 2.2 You may not use any of the away club's facilities whilst suffering from any infection or contagious illness that could affect others within the away club.

### **Limitation of liability**

- 2.3 Neither us, our employees, agents or sub-contractors will be liable to you for any loss, damage or theft of any property brought onto any of the home or away clubs premises (also including damage to vehicles or their contents); or any death, personal injury or illness occurring on any of the 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).
- 2.4 You are responsible for ensuring that you correctly operate or use any facilities and/or equipment (including adjusting levels or settings) which are provided by the away club. If you are in any doubt about how to correctly operate any equipment, you must consult one of the away club's representatives before using the equipment.
- 2.5 Some areas of away clubs are unsupervised and we do not accept responsibility for any harm or injury to you whilst using them unless caused

by our employees, agents, subcontractors or our negligent act or omission.

- 2.6 You need to hold current and adequate personal injury insurance to cover all or any contingencies likely to arise whilst playing at an away club.
- 2.7 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 members. We accept no responsibility for breach of contract or negligence caused by a personal trainer and/or sporting coach.

## **Conduct**

### **As a visiting member you must:-**

- 2.8 abide absolutely by the away club's rules and codes of conduct.
- 2.9 not use the same away club more than 5 times in any one year, unless specifically permitted to do so by the away club.
- 2.10 be courteous in every respect whilst at an away club.
- 2.11 make all payments incurred direct to the away club, details of which can be found at [www.theclubnetwork.co.uk](http://www.theclubnetwork.co.uk) website.
- 2.12 not abuse the facilities or equipment of any away club and you will pay for any damage to an away club's property where you wilfully or negligently cause such damage.
- 2.13 Should you take a guest to an away club, you are ultimately responsible for his/her conduct at that club. Theclubnetwork will take no responsibility for the conduct of any visiting members' guests.

## **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 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 set out in 3.2 has matured no refund can be made as these

charges cover our reasonable administration and/or product costs.

- 3.4 During the contract period of membership, should you wish to cancel your membership, you will need to write to us at the address shown below, stating your name, membership number, address and home club details. We recommend you post your letter by recorded delivery to ensure notice of termination is received. Membership will be cancelled within 7 days 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 fees 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 or home club.
- 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 within immediate effect if your Home Club permanently ceases operation.

## **4. USE OF MESSAGES AND MATERIALS**

- 4.1 By submitting messages, suggestions or material (including any text, photographs, graphics, video or audio) to theclubnetwork/the Site or any registered member via the site you are granting theclubnetwork a perpetual royalty free non-exclusive licence to reproduce, modify, translate, make available, distribute and sub-license the message/suggestion in whole or in part and in any form anywhere in the world.
- 4.2 By submitting any messages, suggestions or material to theclubnetwork/the Site or any other registered member via the site you agree that theclubnetwork may use those materials or suggestions for any purpose and in any what it chooses, including, but not limited to, developing, manufacturing and marketing products using such materials or suggestions. Any materials you provide shall be regarded as non-confidential.
- 4.3 By submitting any messages, suggestions or material to theclubnetwork/the Site you waive all of the moral rights that you have under Chapter IV of the of the Copyright, Design and Patents Act 1988 in respect of any such material.
- 4.4 Theclubnetwork shall have the unrestricted right to post on to the Site some or all of any messages or suggestions that you submit to theclubnetwork/the Site or to chose not to do so. If theclubnetwork chooses to post some or all of your messages or suggestions it may thereafter remove from the Site some or all of any messages or suggestions that you submitted to theclubnetwork/the Site at its discretion and

without the need to give any reasons.

## **5. MESSAGE BOARDS**

- 5.1 Some of the pages of the Site may contain message boards, bulletin boards, chat pages or other forums in which users are able to post material for viewing by others. Theclubnetwork does not edit or monitor the content of these pages and, subject to what is said below, does not have any knowledge of any of the activities or information carried on in, or contained within, those pages. If anyone becomes aware that any material on those pages, or any activities carried out on those pages, are offensive, unlawful or infringe any third party rights in any way, please send an appropriately worded message to theclubnetwork by email using this address: support@theclubnetwork.co.uk. Theclubnetwork shall then act expeditiously to remove any such material or to disable access to the information.

## **6. WARRANTIES AND LIABILITIES**

- 6.1 The Content has been included in good faith and is only for your general information and is for recreational use. In particular, the Content does not constitute any form of advice, recommendation or arrangement by theclubnetwork and is not intended to be relied upon by users in making (or refraining from making) any specific decisions. **YOU ARE RESPONSIBLE FOR CHECKING THE ACCURACY OF RELEVANT FACTS AND OPINIONS GIVEN ON THE SITE BEFORE ENTERING INTO ANY COMMITMENT BASED UPON THEM.** All conditions, warranties terms and undertakings express or implied statutory or otherwise in respect of the provision of the Content are excluded to the fullest extent permitted by law.
- 6.2 The Content may contain inaccuracies or typographical errors. Theclubnetwork makes no representations about the reliability, availability, timeliness and accuracy of the Content. Theclubnetwork does not warrant that the Site will be free of viruses or other harmful components.
- 6.3 The Site contains links to other websites ("Third Party Sites"). Theclubnetwork neither endorses nor takes responsibility for the availability or content of Third Party Sites and will not be a party to, or in any way responsible for, any transaction concerning goods or services available from such Third Party Sites. If you decide to use these links to access Third Party Sites you do so at your own risk.
- 6.4 On some of the pages of the Site you may be informed of the opportunity of entering into agreements with third parties. Theclubnetwork or any of its subsidiary companies are not liable in relation to, and takes no responsibility for, any contract entered into by you with any third party.
- 6.5 Save as expressly provided for in these terms theclubnetwork or any of its subsidiary companies shall not be liable for any direct, indirect or consequential loss or damage (including, without limit, loss of property or profit, business revenue or opportunity or anticipated savings and loss of or damage to any data) or for any costs, claims or demands of any nature whatsoever arising directly or indirectly out of the use of or access to the Content or any part thereof or in respect of any defect therein or any failure to provide or the late delivery of the same howsoever arising. Theclubnetwork does not exclude its liability for death and personal injury caused by its negligence.

## **7. PRIVACY POLICY**

- 7.1 The information that you provide about yourself to theclubnetwork will only be used

by the in accordance with its Privacy Policy [www.theclubnetwork/terms/Privacy Policy.pdf](http://www.theclubnetwork/terms/PrivacyPolicy.pdf) and by using this Site you consent to our use of data collected on this Site in the manner set out in the Privacy Policy.

7.2 We may use cookies on the Site (see the Privacy Policy for further details).

## **8. MISCELLANEOUS**

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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

8.6 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.

8.7 A member will note that the general content of [www.theclubnetwork.co.uk](http://www.theclubnetwork.co.uk) website is the intellectual property of theclubnetwork which may be used by the member but which may not be downloaded nor used outside of the member – theclubnetwork contractual relationship without specific written permission from theclubnetwork.

8.8 A member will be bound by any affirmation or electronic signature which is deemed to be the equivalent of a handwritten signature.