

## WARWICK SQUARE TENNIS RULES

The Warwick Square tennis court is owned and managed by Warwick Square Company Limited through its Tennis Committee. Any persons (including but not limited to members, guests and coaches) using the Warwick Square's court and/or facilities are required to abide by the following rules. The Tennis Committee reserves the right to amend these rules at any time. Notification of any amendments shall be effected by posting a copy of the amended rules on the Warwick Square Company Limited website.

The success of the court depends on everyone's co-operation particularly in ensuring that peak-time play is available on a fair basis.

### 1 MEMBERSHIP

#### *Full membership*

1.1 Any leaseholders of those properties in Warwick Square whose freeholding companies form part of the original Warwick Square Company Limited may apply for full membership, subject to the payment of the Warwick Square Garden subscription (at the rate set by the WSCL Board annually) by the relevant freehold company of those properties.

1.2 Full members will be issued with logon details for the booking website with membership valid from 1 January to 31 December each year. Full members are permitted to play at any time, subject to the court's opening hours.

#### *Off-peak membership*

1.3 Off-peak membership is available on a limited basis to individuals who have access to Warwick Square Garden and who have paid their Warwick Square Garden subscription (at the rate set by the WSCL Board annually)

1.4 Off-peak members will be issued with logon details for the booking website with membership valid from 1 January to 31 December each year

1.5 Off-peak members are only permitted to play on the court at the following times:

1.5.1 **Monday to Friday:** 9 am to 5 pm i.e. court times commencing no earlier than 9 am and ending no later than 5 pm.

1.5.2 **Saturdays and Sundays:** all day from 1 October to 31 March only.

### *Admission of members*

1.6 Any individuals wishing to apply for membership must submit an application in such a form as the Tennis Committee may decide. Any applications should be sent to the following address:

Fry & Company, 52 Moreton Street, London SW1V 2PB

1.7 The Tennis Committee (acting reasonably) reserves the right to refuse membership.

### *Membership fees*

1.8 Members shall pay a one-off joining fee of £25 and then any annual membership fees set by the Tennis Committee. Any changes to membership fees shall be notified to members prior to renewal of their membership.

1.9 The fee for full membership is £80 per annum.

1.10 The fee for off-peak membership is £95 per annum.

1.11 Upon joining, membership fees are due in full regardless of which month a member joins during the year.

1.12 Membership renewal fees are due on 1 January each year and must be paid by 31 January. If Membership is not renewed by 31 January, the member's on line account and access fob will be deactivated. Reactivation after this date will incur payment of another joining fee of £25.

### *Conditions of membership*

1.13 Each member agrees as a condition of membership to be bound to these rules.

1.14 For full members, only one membership will be issued per flat. If a flat has multiple occupants, more than one name may appear on the membership.

1.15 For off-peak members, one membership will be issued per person.

1.16 Members are required to provide (and update as appropriate) emergency contact details as well as information on any relevant medical conditions when applying for membership.

1.17 Each member agrees and consents to the Tennis Committee holding personal details for the purpose of managing the courts, establishing and maintaining membership and for the provision of any membership services to members. The Tennis Committee will not disclose any member details to any third parties without the member's consent. Members have the right to access, modify, correct or delete any personal information controlled by the Tennis Committee.

### *Renewal and Cancellation*

1.18 Members will be asked to confirm renewal of their membership prior to expiry. Upon confirmation, their membership will be renewed for a further 12 month period unless or until terminated in accordance with these rules.

1.19 A member may withdraw from membership at any time. For the avoidance of doubt, the annual fee payable is non-refundable.

1.20 Any full members who cease to be a resident in Warwick Square must notify the Tennis Committee immediately. At the Tennis Committee's complete discretion, a member's membership may be allowed to continue for the remainder of the year. For the avoidance of doubt, such membership will expire on 31 December of that year.

1.21 If a member breaches these rules, the Tennis Committee reserves the right to:

1.21.1 Request the member to leave the court;

1.21.2 Cancel any bookings by such member; or

1.21.3 Withdraw the membership card of such member and refuse their access to the court without further notice until the breach is rectified.

## **2 USE OF COURTS AND FACILITIES**

### *Opening hours*

2.1 The courts will be open daily from 7 am to 10 pm. Peak hours are between 5 pm and 9 pm Monday to Friday.

### *Court booking procedure*

2.2 Each member has an account within the booking system:

<https://warwicksquaretennis.mycourts.co.uk/bookings.asp>

2.3 Members can "top-up" their accounts online. Click "Buy Credit" when logged in and follow the instructions to pay with any credit or debit card.

2.4 Members must have sufficient credit in order to book a court.

2.5 Booking fee: £5 per 60 minute session.

2.6 Each session lasts for one hour and commences on the hour.

2.6.1 If a Member is found to be using the courts without booking they will be charged the £5 booking fee plus a fine of £10.

2.6.2 If a member exceeds the time that they have booked on court by more than 15 minutes they will be charged the £5 booking fee for the next hour plus a fine of £10.

### *Restrictions on bookings*

2.7 The following restrictions apply to any bookings:

2.7.1 Only members are permitted to book the court.

2.7.2 Courts may be booked a maximum of 7 days in advance, for example, from 6 am on Tuesday for the following Tuesday.

2.7.3 Members are not permitted to book more than two sessions in the same week during peak hours. Full Members may book two sessions during off-peak hours.

2.7.4 If, at the end of the current booked hour, the following hour is available, the Member may stay on the court provided they book and pay for the next hour using the website booking system.

2.7.5 If the court is free on arrival, the court should still be booked online, before play commences. This also applies if members wish to continue to use the court after their booked session.

2.7.6 In the event of bad weather **on the day of a booking**, members may apply for a refund using the contact form:

[https://warwicksquaretennis.mycourts.co.uk/contact\\_form.asp](https://warwicksquaretennis.mycourts.co.uk/contact_form.asp)

2.7.7 When unable to use a reserved court, members should cancel as soon as possible so that the court may be used by other members.

The booking fee is automatically refunded when cancelled more than 24 hours prior to start time.

When cancelled within 24 hours prior to start time, the booking fee is automatically refunded only if the same time is re-booked by another member.

### **3 COACHING**

3.1 Any member may hire a registered or licensed tennis coaches on the following basis:

3.1.1 The member must book the court in line with the booking procedure outlined in paragraph 2.

3.1.2 The member accepts full responsibility for any issues that may arise from coaching and must ensure that their coach has sufficient

professional liability insurance to cover any potential claims for damage or injury.

3.1.3 A copy of the coach's insurance policy must be delivered to Fry & Company before the relevant session begins.

3.1.4 The member acknowledges that the Tennis Committee will not recommend or approve any coaches.

3.2 Subject to paragraph 4.13, Warwick Square Company Limited does not accept any responsibility or liability under any circumstances whatsoever for any claim that may arise directly or indirectly from coaching.

3.3 No member may coach, teach or train any non-members for commercial gain. Any member found doing so will automatically lose their membership.

#### **4 MEMBERS CONDUCT AND RULES OF THE COURT**

4.1 The court is ONLY for tennis.

4.2 At least one of the players on court must be a member.

4.3 Any players under the age of 12 must be accompanied by an adult.

4.4 Tennis shoes must be worn at all times during play.

4.5 Animals are not allowed inside the court, except for members with disabilities which require a guide dog.

4.6 The perimeter fence may not be used as a practice wall.

4.7 The net must be lowered unless someone is ready to start the next session.

4.8 The court gate must be shut during play and when leaving the court.

4.9 Members must not litter the courts or leave anything on the court surface which may cause damage to the court or which may harm the safety of other members.

4.10 Members must not cause damage to the court or facilities. If a member causes any damage (deliberately or through negligence), the Tennis Committee reserves the right to request reimbursement of any costs paid to repair such damage.

4.11 Members should respect other players and take care to avoid any injuries to themselves and to other players. Subject to paragraph, 4.13, Warwick Square Company Limited will not be liable for any injuries caused to any members.

4.12 Personal belongings should not be left unattended anywhere in or around the court. Subject to paragraph 4.13, Warwick Square Company Limited accepts

no responsibility for the damage, loss or theft of any personal belongings brought into the court.

4.13 For the avoidance of doubt, nothing in these rules shall limit or exclude Warwick Square Company Limited's liability for death or personal injury or damage to property caused by its negligence; fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by any applicable law.

Last revised in **April 2018**