

# V-TENNIS CLUB RULES

In signing the Application Form overleaf, you are agreeing: (a) to pay your subscription and other fees in accordance with these Rules; (b) to comply with the Rules which can be amended from time to time; (c) and to comply with our terms & conditions available at V-tennis.com .

The personal information you provide us with will be used by us for the purposes of processing your membership application and, if accepted, providing the V-Tennis Club facilities to you. We may from time to time send you information about V-Tennis. We may also pass your details to other companies so that they may send you selected information which may be of interest to you. If you do not wish to receive information from Virgin Active, Virgin companies, or other carefully selected parties, please tick here.

## THE CLUB

Virgin Active Limited, registered office: Virgin Active Ltd, 100 Aldersgate Street, London, EC1A 4LX is the proprietor and sole manager of the Virgin Active proprietary club. V-Sports Limited, registered office: 140 Buckingham Palace Road, London SW1W 9SA (we or us) is the leasehold proprietor and sole manager of the V-Tennis proprietary club (the Club). We will provide Club premises and all reasonable facilities and equipment necessary for the carrying on of the Club in accordance with these Rules and the other documents referred to herein.

## MEMBERSHIP Categories of Membership

We offer different types of Club membership from time to time. The categories of membership available and the rules governing the different categories of membership, e.g. Club opening hours, age etc. are set out on the V-Tennis website. If your application is successful, your membership will start once we have received payment of your appropriate membership subscription, and your signed Application Form (in the case of members aged less than 18, signed by a parent or guardian on your behalf). You must inform us immediately if any of the details set out in your Application Form alter e.g. changes to your address, email or telephone details. Your membership application will however be subject to checking by us and we reserve the right to reject applications if we have reasonable grounds to do so.

### Your Membership Card

On joining the Club, you will be issued with a membership card. This card will gain you entry at the Virgin Active main reception gates. Each time you visit Club premises you must show this card at the Virgin Active Club entrance and sign in accordingly. We reserve the right to refuse admission if you fail to bring your membership card. Membership cards belong to us at all times and we may make a charge for replacement for any that is lost or stolen. The fees and charges are set out in the Virgin Active Club Policy. Membership is personal to you and it cannot be transferred to another person and can only be refunded as stated in these Rules. As such, you may not loan your membership card to anyone else or allow it to be used by anyone else. We may terminate your membership if you knowingly

allow your membership card to be used by another person. We will accept no responsibility for misuse of membership cards except where you have lost your membership card and have notified us in writing of the loss.

### Facilities Available/Not Available

Your membership entitles you to a non-exclusive access to the following facilities: 7 Doe Olympus® tennis courts, 5 Tiger Turf® tennis courts (sand-filled grass); the external surrounding areas, the Café/ Bar area, WC areas and the V-Tennis Pro-Shop. It is strictly forbidden to enter any other area of the Virgin Active club and your membership may be terminated if you are found doing so. Other areas of the Virgin Active club, administered by Virgin Active, not included with your V-Tennis membership are the changing rooms, swimming pools / adjoining wet areas, gym floor and studios.

### Other Requirements

If you suffer or have suffered from a medical condition, including but not limited to diabetes, heart disease or epilepsy, or develop any such medical condition during the course of your membership, you should inform us in writing. From time to time we may need to adjust the availability of certain facilities on a temporary basis for general purposes including cleaning, decorating, repairs, upgrades, maintenance, special functions, holidays, tennis programs, private coaching, tournaments and team matches. We reserve the right to: (a) refuse to re-book a court/lesson if you repeatedly cancel (with less than 24 hours' notice); (b) use a court booked by members for coaching purposes; (c) show potential members and other individuals the facilities of the Club on a trial basis; and (d) use any individual or group photographs of members for press or promotional purposes.

### GUESTS

You may bring guests to the Club provided that the appropriate guest fee specified on the V-Tennis website has been paid and that the guest has signed in at the V-Tennis Pro-Shop. You must accompany guests at all times and you shall be responsible for their conduct while on Club premises and their compliance with both these Rules and the provisions of the Virgin Active Club Rules. Members aged less than 16 cannot bring guests onto Club premises. A guest is permitted to use the Club facilities a maximum of three times in one year. The following may not be admitted as guests: (a) former members who have been expelled; (b) persons who having applied for membership, have been rejected; (c) members who are under suspension; or (d) former employees of V-Tennis or Virgin Active unless by prior agreement from the V-Tennis Management.

### CONDUCT OF MEMBERS

You and your guests must: (a) comply with the following Dress Code: tennis shoes only (no trainers, football boots or running shoes) on ALL courts; no topless on any courts (b) show consideration for other members and their guests and staff in and around Club premises; (c) not use abusive or bad language on Club premises; (d) not bring pets on any part of Club premises; or (e) not bring, use or be under the influence of illegal drugs on any part of Club premises. The sale or supply of intoxicating liquor on Club premises to members and their guests will be permitted during the general licensing hours in force within the relevant licensing district. No

intoxicating liquor shall be brought onto Club premises by a member. Drunkenness is not permitted on or about Club premises and may result in suspension or cancellation of membership. We may terminate the membership of any member and may refuse entry onto Club premises any person who fails to comply with these Rules or whose conduct, in our reasonable opinion, might harm the character or interests of the Club or its members as a whole or render the person unfit to associate with members of the Club.

### CHILDREN

Children under the age of 16 must be accompanied or supervised by an adult at all times. Children aged 8 or above must use the changing rooms designated for their own sex.

### LOST PROPERTY

Lost property by members may be claimed by a member from the V-Tennis Pro-Shop for up to 30 days from the date on which it is found or removed. After that it may be disposed of by us and such property donated to a charity of our choice.

### RIGHTS AND LIABILITIES

We will compensate you for any loss or damage you may suffer if we fail to carry out our obligations under this agreement to a reasonable standard or breach any duties imposed on us by law (including if we cause death or personal injury by our negligence) unless that failure is attributed to: (a) your own fault; (b) a third party unconnected with our provision of services under this agreement; or (c) events which neither we nor our suppliers could have foreseen or forestalled even if we have taken reasonable care. We shall not be responsible for loss of any money or loss of or damage to your personal property. Please note that our rights under these Rules and the provisions of the Virgin Active Club Rules remain in force at all times. If we do not enforce any or all of these rights for any period it does not mean that we have decided to give them up.

### CHANGES TO THESE RULES

We may need to amend these Rules from time to time to ensure the health and safety of members or for operational reasons. Both temporary amendments and permanent changes to these Rules will be displayed in the V-Tennis Pro-Shop. Permanent changes to these Rules will only be made after not less than one month's notice. If the proposed changes are not acceptable to you, then you may cancel your membership and a proportional amount for each remaining whole month of your subscription shall be refunded.

### TENNIS CLUB RULES / ADDITIONAL RULES

The V-Tennis Club Rules are on display in the V-Tennis Pro-Shop and shall be given to every member on joining the Club. Additional rules may be included in this. All tennis members must read and abide by the rules set out therein as amended from time to time.

## SOME VERY IMPORTANT CLUB RULES

The V-Tennis Club Rules constitute a binding legal agreement between you and us. You should therefore read all the Rules carefully and ask if anything is not clear to you. The Virgin Active Club Rules are also of particular importance.

### SUBSCRIPTION

Your membership subscription payment (including any applicable joining fee) is set out on the V-Tennis Website and is available at the V-Tennis Pro-shop. Your membership subscription shall be fixed for each year (1 March – 28 February (29 February in a leap year)) and must be paid annually in advance. We will notify current members of the Club of any increase to the subscription no later than 30 days in advance. Your initial subscription will be calculated on a proportional basis according to the number of days remaining from the date you join until the following 28 February (29 February in a leap year). You will also be required to pay for such services and facilities as are specified from time to time by us in accordance with the V-Tennis Club Rules.

### REFUNDS

Your membership subscription (plus any applicable joining fee) is non-refundable. However, if we propose changes that are not acceptable to you, then you may cancel your membership and a proportional amount for each remaining whole month of your subscription shall be refunded. The joining fee and any other pre-paid dues are non-refundable. Any refund will be sent to your home address. No refund is payable if we terminate your membership for failing to comply with these Rules or the provisions of the V-Tennis Club Rules.

### FOOTWEAR

Only tennis shoes must be worn on our 7 Doe Olympus® main courts and 5 Tiger Turf® tennis courts (sand-filled grass). This does not include running, basketball, football or walking shoes. The V-Tennis team reserves the right to refuse any member entry on court or ask a member to leave the court if they do not have appropriate footwear.

### COURTS BOOKING

Members can book courts at the V-Tennis pro-shop, either in person or by telephone, maximum 7 days in advance. Two members can book a court for 1.5 hours. One member playing with a guest can only book a court for 1 hour. If courts are not occupied within 15 minutes after the booking time then the court is forfeited and becomes available for other members. A 24h notice for court cancellation must be given. We reserve the right to: (a) refuse to re-book a court/lesson if you repeatedly cancel (with less than 24 hours' notice); (b) use a court booked by members for coaching purposes.

### CONTACTING US

All written notices should be posted or given in person to the V-Tennis Management at V-Tennis Ltd, Virgin Active, 36 Bromyard Avenue, London W3 7AU. Please be aware it is the member's responsibility to ensure V-Tennis receives your correspondence.