



## **Membership Contract Terms, Conditions and Rules for Warwick Boat Club**

### **A Warm Welcome from Warwick Boat Club**

The Directors' aim for Warwick Boat Club Limited (WBC) is to create a warm and friendly environment, welcoming to all. To enable you to maximise your experience with WBC and to understand the mutual responsibilities between the club and member respectively, ***please read these terms and conditions***. If you sign up to membership, these terms and conditions apply. If you sign up to any online facilities or coaching sessions, additional costs and conditions may apply.

We have aimed to make these terms and conditions as clear as possible. If you have any questions, please do not hesitate to ask the Administrator's Office or a member of the Management team.

We are committed to making sure our members are satisfied with the services we provide, but occasionally things do not always go according to plan. If you or your guests have a complaint, please let us know about it as soon as possible so that we may fully investigate it and resolve the issue. Please see Section A17 for more details.

It is essential that you confirm your date of birth at point of membership and also that you let us know if your address, contact phone number or email address changes so that we can contact you about your membership.

### **The terms and conditions have been split into two parts for ease of understanding**

- **Part A – terms and conditions of membership** - All members must keep to these same terms and conditions.

- **Part B – rules and regulations for using facilities**

All members and their guests must adhere to these rules and regulations. They are necessary to ensure that every visit to WBC provides a safe and enjoyable environment for you, your guests and our other members.

Please note that these terms and conditions apply at all times and take precedent over any previous versions of club rules prior to April 2018.

### **Definitions**

**You** – the Member, the lead member or Family Head. This includes both adult and child memberships.

**Linked member** – anyone who is linked to your membership such as other family members / partners or juniors.

**Your entire membership** – your membership and the membership of your linked members

**We, Us** – Warwick Boat Club Limited

**WBC** – Warwick Boat Club Limited

**Management** – Directors'/Administration

**Administrator's Office (Within the clubhouse)**

### **A – Terms and Conditions of Membership**

#### **1 Responsibilities of lead members and linked members**

1a) Every signatory of the membership application will be responsible under this agreement.

1b) This means that: if one signatory tells us to do anything in relation to the membership (including ending it) it may, depending upon the circumstances be taken as authority from all linked members; each signatory will be responsible for paying all the appropriate membership fees for themselves and people who have signed up as linked members (whether adults or children).



- 1c) The rules in Section A1a apply to anyone who makes an application online, in person, or at WBC.
- 1d) All WBC terms and conditions of membership apply to you and all linked members unless we tell you otherwise.
- 1e) You and all linked members must keep to and respect the rules and regulations for using the facilities set out in Part B.

## 2 Membership categories

All memberships are on an annual basis (or part thereof if you join the WBC midway through the subscription year)

2a) You are entitled to use the facilities available under your category of membership. WBC will inform you of the facilities available to you and the times at which you may use them. There may be certain restrictions which only apply to certain categories of membership and you will be told about these when you join and/or when opting to change category. Details are also available through our website or Administration.

2b) WBC reserves the right to suspend, withdraw or cease applications to certain membership categories. We will inform you of your options when withdrawing from a membership category.

2c) If your dependants, children or grandchildren wish to be members of WBC you must link them to your adult membership where applicable. If a young person under the age of 18 joins, a parent or guardian must sign the membership agreement on behalf of the young person and agree through signatory that the terms of this agreement apply to the young person's membership. Parents must also sign and adopt our health and safety and safeguarding policies and procedures in accordance with current guidelines.

A child's membership fees will be based on their age on the 1<sup>st</sup> April of that membership year. On turning 18, at the start of the following membership year they will be recognised as an independent adult member and will be required to sign a new agreement. If you continue to pay the young person's membership, you must also sign the new agreement. We retain the right to limit the number of children linked to an adult's membership.

2d) If you require assistance in using the facilities because of a disability, you can sign an assistant in as a guest. No additional charge will be incurred on you or your assistant. However, the assistant must only use the facilities to assist you and may not use them for personal benefit.

## 3 WBC Standard Membership including Social membership

3a) Your membership will begin on the day when your membership application is accepted.

3b) The initial period of your membership is from the first day of your membership application and up to the 31<sup>st</sup> March renewal date. **Your membership will continue to be renewed automatically until you give us at least one full calendar month's written notice** in accordance with Section A11, unless:

- you end your membership at the end of the initial period (see Section A4b);
- you end your membership early (see Section A12); or
- we cancel your membership (see Section A13).

3c) We will give at least 6 weeks' notice of automatic renewal and changes to membership fees.

3d) Social membership excludes sports participation.

3e) Sport coaching participation may incur extra charges (See Section A8).

## 4 Starting your membership

4a) An administration charge will apply to all new full paying adult membership applications unless part of a special offer or sanctioned by Management.

4b) You can change your mind about joining. To do this you must provide notice in writing up to seven working days after making your membership application or the first time you or any linked members enters WBC to use any facilities, whichever is the earlier. Your entire membership will end immediately and any fees you have already paid will be refunded within 28 days.

## **5 Membership fees**

5a) The recommended membership payment mechanism is by direct debit which is a 12-month contract starting on the date you join. The second way is to pay annually from 1<sup>st</sup> April. If you join during the year you are will pay the proportional amount taking you to 1<sup>st</sup> April, when you then pay for a full year.

5b)) Except for a member joining WBC partway through the membership year all memberships are for a 12-month period beginning 1st April to 31st March. Unless there are exceptional circumstances, agreed with the relevant sports Captain, a member's liability for payment of their subscription will continue until 31st March.

5c) For Standard membership your membership fee is due from the date of acceptance and up to the 31<sup>st</sup> March and annually thereafter in line with this membership contract. You may pay for your initial period of membership by making an annual payment or through a regular monthly Direct Debit.

5d) If paying by Direct Debit, standard membership fees are due in advance on the 1st of each month and are taken around the first working day each month. We only accept monthly payments by Direct Debit, unless expressly agreed otherwise with the Management.

### **5.1 Increase in membership fees**

5.1a) You should expect membership fees to rise annually in line with inflation and/or increases in the club's costs to operate. We will give you notice under Section A15 'Changing your membership fees and this agreement'.

5.1b) If you do wish to cancel your membership based on these increases you must give notice in writing in line with Section A12 'Notice'. The period of notice is one calendar month.

## **6 Membership cards**

6a) As soon as practically possible after you have made your membership application, we will issue to you and any linked members aged 14 and over with a membership card which may be used each time you enter WBC.

6b) If your card needs replacing an administration charge may apply. Due to security risks, you must notify Administration if you lose your membership card so as it may be cancelled. Please contact the Administrator's Office for more details.

6c) You must not lend your membership card to another person. Your membership is personal to you and may not be transferred to another person under any circumstances. To protect our members, we may ask to see an additional form of identification on entering WBC.

6d) If another person uses your membership card, regardless of the circumstance, we have the right to cancel your membership (see Section A13).

6e) In addition to enabling entry to the club, your membership card may also be utilised for club bookings, coaching sessions and to validate WBC's online voting procedures.

## **7 Changing your membership categories and linked members.**

7a) We realise that your needs can change over time, so you can apply to change your membership category by contacting the Administrator's Office.

7b) If changing membership categories, you will have to pay any difference in the current joining fee and current membership fees between your new category and your old category. For example, if changing from a Tennis membership to a Club membership, you will have to pay the difference in fees pro rata.

7c) To link another adult member to your membership, we require their signature to make the change or for them to take independent membership and then sign this agreement.

7d) If you are linked to another member, both you and the other member reserve the individual right to remove that link. If the linked member also wants to end their membership, they will need to give the period of notice that applies to their membership type and the initial period will still apply (see Section A4b).

7e) If someone is removed from a linked membership, the member who is left will become an individual member. If the link is removed between two members, each member will become an individual member.

7f) Any changes to your monthly payments through adding or removing a linked member will apply from the 1<sup>st</sup> of the month after the change takes place, so long as notice is received by the 20<sup>th</sup> of the previous month. The exception to this is where a linked member, whether adult or child, ends their membership (see Section A12). When a linked member has ended their membership, changes to your monthly payments will apply at the end of the linked member's notice period.

### **8 Additional charges**

8a) An extra charge may be imposed for a small number of facilities and services. This includes, but is not limited to charging for coaching. The current charges will be accessible via the WBC website and through additional promotional methods.

8b) Non-members may be invited to attend club coaching or functions. An additional membership or guest fee may or may not apply, at the discretion of the Management.

### **9 Guests**

9a) You and any other linked adult member are able to introduce guests to WBC. You or the linked member introducing the guest must:

- Sign in and pay for any guests, using our guest book and or electronic booking system where appropriate.
- Be responsible and supervise your guests at all times.
- Make sure the guests are aware of, and keep to, our rules and regulations set out in Part B.

9b) Guests or guest member must pay the relevant visitor fee per day to use the sporting facilities at WBC. Social and non-members attending WBC coaching courses are admitted free in accordance with coaching rules.

9c) If the rules laid down in these terms and conditions relating to guests, or any other rules and regulations we have communicated, are broken by yours or your linked member's guests, we reserve the right to remove your or any linked member's ability, to invite guests to WBC for up to three months.

9d) If the guest is a junior (under 18 years), you or the linked adult member who introduced them to WBC accepts full responsibility for them whilst at the club

9e) You and any other linked adult member may sign in up to three guests at any one time.

9f) You may sign in the same guest up to three times in a year, but not more than twice in any month unless express consent has been given by the Management.

9g) The restrictions in Section 9f do not apply to someone you sign in as your assistant to help you use the facilities in accordance with Section A2d.

9h) The Management reserve the right to waive the guest fee for marketing or promoting WBC.

### **10 Suspending your membership**

10a) The Management reserve the right to agree temporary suspension of membership in order to safeguard/support WBC and individuals. Notice of changes must be given in accordance with Section A13.

10b) Throughout the time any adult membership is suspended, we may charge you 25% of the relevant monthly fee or the monthly charge for social membership (whichever is greater) for each month the membership is suspended. There will be no reduced monthly fee for a child membership throughout the period of suspension.

10c) You may suspend/change your membership if you are suffering from a medical condition which means you are unable to use the WBC sports facilities (this includes pregnancy). You must provide appropriate evidence for the condition. The suspension will be effective in accordance with Sections A2b and A10b and in accordance with appropriate notification and appropriate evidence. Throughout your suspension on the reasoning of a medical condition, you will be subject to a 25% monthly



charge or social membership (whichever is greater) and you will not be permitted to use the WBC's sport facilities.

10d) **Please note, suspending your membership is not the same as ending your membership.**

## 11 Ending your membership

11a) You may only end your membership on the 31<sup>st</sup> March or under special circumstances as highlighted within Section A12.2. If your membership has no linked members, only you can give written notice to end it.

11b) If your membership has linked members, the following rules apply for ending membership.

- If you give notice to end the membership, we will apply it to you and to all linked Members unless you tell us otherwise.
- If a linked member who has signed the membership application form gives notice to end the membership, we apply it to you and to all linked members unless the linked member giving notice tells us otherwise.
- If your membership is ended, it automatically ends the membership of all linked members.
- Individual adult signatories and or linked members can end their own membership by giving us notice.
- You can end the membership of linked children by giving us notice. Linked children may not end their own memberships.

11c) The notice periods and the restrictions on giving notice in the initial period are set out in Section A3.

11d) You must continue to pay your membership fees until your membership ends.

11e) Your membership will end on the 31<sup>st</sup> March or at the end of your notice period.

11f) You must not use the club facilities once your membership has ended.

## 12 Ending your membership early

### 12.1 Notice and changes to Membership

**Except for a member joining the Club partway through the membership year all memberships are for a 12-month period beginning 1st April to 31st March. Unless there are exceptional circumstances agreed with the relevant sports Captain, liability for payment of your membership will continue until the following 31st March.**

12.1a) Standard membership to WBC is for a period up to 12 Months and runs from April 1<sup>st</sup> to March 31<sup>st</sup>. The cost of membership mid-year will be calculated pro-rata based upon full calendar weeks leading up to March 31<sup>st</sup>. We may, with the agreement of the management, agree a short-term membership rate.

12.1b) Only in exceptional cases can you end your membership early or suspend your membership (see Sections A10 and A11). Where changes are applicable your membership is calculated in whole calendar months.

This means:-

Where you are asked, in this agreement, to provide notice of one calendar month or more; if you provide notice during a month, it will be treated as if it were received on the first day of the following month and the notice period will run from that day. For example, if you were required to give one month's notice to end or suspend your membership and notice is received on 23<sup>rd</sup> April, your notice would be effective from 30<sup>th</sup> May and you would be liable to pay one more direct debit (on 1<sup>st</sup> May) after notice served. This will always apply unless you give us notice at the beginning of a month up to and including the fourth day of a month. In this exceptional case, it will be treated as if we received it on the first day of that month and the notice period will run from that day.

Where you are asked, in this agreement, to provide notice to end or suspend your membership from the end of the month, your membership would be terminated or suspended at the end of the month during which your notice is received, on the condition that you met all other requirements associated

with it. For example, if you were to provide notice on 1<sup>st</sup> March, your membership would end or be suspended on 31<sup>st</sup> March and you would not be liable for your original direct debits after 31<sup>st</sup> March.

**There are no exceptions to this rule.**

12.1c) Your notice must be in writing, addressed to the Administrator at WBC. We will accept notice by email ([admin@warwickboatclub.co.uk](mailto:admin@warwickboatclub.co.uk)) with relevant evidence given as attachments if applicable.

12.1d) Your notice is not effective until we have received it. We strongly urge you to seek proof that your notice has been received. Until it has been successfully received, it is your responsibility and WBC will retain the right to continue your membership.

For example:

- if you send us notice by post, send it by recorded delivery (we will have to sign the delivery notice when we receive it).
- if you hand your notice in at WBC, ask for a receipt; or
- if you send us your notice by email, ask for a delivery receipt.

12.1e) You will receive confirmation that it has been received within 10 days of receiving it. If you do not receive this confirmation within 10 days, you must immediately let Administration know so they can check whether we have received it.

12.1f) If we need to give notice to you:

- It will be effective if sent to the most recent address or email address we have in our records for you; and
- if we give notice during a month, our notice period will run from the first day of the following month.

12.1g) If you inappropriately end your membership early with a method which is not in line with these terms and conditions we reserve the right to invoice you for the remainder of the membership years cost. This being the period up to the 31<sup>st</sup> March. We therefore strongly urge you to contact the Administrator's Office before cancelling your monthly direct debits.

**12.2 Medical condition, loss of employment, insolvency, employment relocation, house move or other significant changes in personal circumstances**

12.2a) You can end your membership at any time if:

- you are suffering from a serious medical condition meaning you will no longer be able to use the sports facilities
- you become redundant or are declared insolvent;
- you are being relocated in your employment to a location which is more than 25 miles from WBC.
- you move home to a location which is more than 25 miles from WBC; or
- we are satisfied that a change in your personal circumstances, other than those listed above, has meant that it is no longer reasonable for you to continue your membership.

12.2b) Ending your membership for one of the reasons listed above will be subject to the conditions laid down in Section A12 'Notice'.

12.2c) Suitable evidence must be provided, but this need not be given at the same time that you give us notice.

**13 Cancelling WBC membership / Code of conduct**

13a) We will not tolerate our staff or members being verbally abused, harassed, intimidated or physically or verbally threatened. Any infringement of this rule will lead to an immediate and permanent ban from WBC premises and cancellation of your membership. We reserve the right to report any such behaviour to the police. The Management will remain ultimately responsible for such decisions to ensure that WBC business is managed effectively and to ensure that the most appropriate outcomes are achieved. The Management may seek professional opinion or expertise where necessary and retain the right to act on such guidance without a member's permission. The Management majority decision will, where reasoned judgement has been given, be final.

13b) We may cancel your entire membership in the following circumstances.



- If you or a linked member breaks or repeatedly breaks this membership agreement or the rules, and you do not or cannot reply or remedy the situation within seven days of us writing to you about it.
- If you do not abide by the WBC's standards, guidelines, values, policies, procedures, or should you behave in such a manner as to not support the ethos of WBC. A manner which is perceived by the Management to fall into this category would be identified and verbally addressed to you in private by a Director of WBC and may impinge your membership right if not seen to change after this communication has taken place.
- If, with your knowledge or permission, another person uses your membership card to enter the premises, or to take advantage of any facilities or services available through membership.
- If you, your linked member or your (or a linked member's) guest uses rude or abusive language or behaves or threatens to behave in a violent or aggressive way at WBC.
- If, for a period of longer than 12 calendar months, neither you nor any linked member uses any club facilities.
- In all cases members agree that providing due diligence and reasonableness has been followed the Management majority decision will be final.

13c) If we receive any complaint about your behaviour or that of a linked member at WBC or if you (or a linked member) persistently behaves inappropriately, or if we believe that your continued membership (or that of a linked member) is damaging to the interests of WBC or other members of the club, we have the right to suspend or cancel your entire membership following a reasonable examination. You have the right to appeal to the Directors of WBC against our decision unless Section A14 applies.

13d) An appeal will be examined by WBC. With the agreement of WBC Directors, the appeal decision will be final.

13e) If we are unable to resolve the issue following your appeal, or if you do not appeal in line with our appeal procedures we have the right to cancel your entire membership.

13f) If we cancel your membership for any of the reasons laid down in Section A13, we have the right to keep a proportion of the money you have paid under this agreement to cover any reasonable costs we have had to pay. We will not accept any future applications you make to WBC and you will not be permitted to enter WBC premises as a guest or otherwise.

13g) Where deemed appropriate the management reserves the right to suspend, cancel or refuse any membership. Reasons may not necessarily be disclosed to the individual or associated members. This action will only be taken in extreme circumstances where deemed appropriate and where other options have been exhausted.

13h) In the case of Section A13 a – h WBC will work within professional guidelines, standards and values as promoted by WBC legal representation, LTA, British Rowing, England Squash, All England Bowls, NSPCC, NCVO -Volunteering.

13i) Membership of WBC must not be used to solicit business. Although business discussions will naturally arise in the course of socialising among Members, we will not allow soliciting of Members for business opportunities, fundraising, joining other organisations, promoting religious or political causes, the distribution of marketing materials to Members, or the posting of any notices or advertisements not pre-approved by Management.

#### **14 If you do not pay your membership fee when it is due**

14a) If your membership fee is not duly paid, we will contact you to let you know. If you are paying by direct debit, we will try to take this payment from your account again later in the month. If that is unsuccessful, but your direct debit instruction is still in force, we will try to add the sum of the missed payment to the payment due for the following month.

14b) We may refer any missed payments, including any future payments that are due as part of your contract, to a professional agency.

14c) If you fall behind with your membership payments for more than 30 days, we may charge you an administration fee of £20. We may also charge an administration fee of £10 for each missed payment.

14c) If you do not pay for your membership, we may refuse you and any linked members (adults or children) from entering the club. This does not mean we will end your membership.

14e) Cancelling your direct debit **does not** mean you have given us notice to end your membership. Written notice must be provided in line with Section A12 'Notice of Membership'.

### **15 Changing your membership fees and this agreement**

15a) We may increase membership fees automatically each year. If we do this, the new fees will come into force on 1st April each year.

15b) If we plan to increase the membership fees this will be decided by the membership at a general meeting and we will aim to give you at least three months' notice through WBC notifications. You will have the same rights to cancel as per Section A11.

15c) As well as the increase described in the sections above, we may in the future have a legal obligation to increase membership fees at any time to take into account the application of, or any subsequent increase in, the rate of VAT. We will make every reasonable effort to give you at least three months' notice of the increase (either in writing or by displaying a notice on the club noticeboard). You will have the same rights to cancel as per Section A5.

15d) We may make reasonable changes to this agreement, to these terms and conditions in Part A and to the rules and regulations in Part B or displayed in the club, at any time, as long as we give you reasonable notice before we make the changes.

### **16 Making changes to WBC facilities, services and activities**

16a) The management of WBC reserve the right to make changes to its facilities, services and activities as deemed appropriate.

### **17 Complaints**

17a) We are committed to making sure our members are satisfied with the service we provide, but occasionally things do not always go according to plan. If you or your guests have a complaint, please let us know as soon as possible so that we may fully investigate and resolve the matter.

17b) If you have a complaint, you should first inform the Administrator's Office. If you are still not satisfied, you should email the Captain of the relevant section. If you are still not satisfied with the response, you can write to [captain@warwickboatclub.co.uk](mailto:captain@warwickboatclub.co.uk).

17c) The Management will endeavour to resolve issues fairly and swiftly. Outcomes will be in accordance with this document.

### **18 Liability**

18a) We do not accept liability for damage or loss to your property or a guest's property that may happen on the premises or within the grounds of WBC.

18b) WBC operates a regular Health and Safety policy and undertake regular risk assessment for our operations as part of our standards. Members agree participate in activities at WBC at their own risk. WBC does not accept liability for the injury or death of any member, child or guest that may happen on the premises or within the grounds of WBC.

18c) The only exception to Section A18a-b is where such loss or personal injury has arisen from our negligence or our failure to take reasonable care.

18d) Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

### **19 Data protection**

19a) We will do all we can to ensure the WBC adheres to the Data Protection Act 1998 and the EU General Data Protection Regulation (GDPR) that came into force in May 2018. Should breaches occur WBC will take direct and measured action as deemed reasonable.



## 20 Children and Young People

20a) Young people under the age of 14 should be supervised by a competent adult over 18. Bookings for courts for those under 14 should be made in line with court booking guidelines. Contact Administration for more details.

20b) Children are naturally welcome at WBC but they must adhere to the WBC Code of Conduct. Parents will be asked to sign on joining, or renewing their membership to say they have read the updated policies including the WBC Code of Conduct policy, together with parental responsibilities included in that policy.

All parents are required to complete a Consent and Emergency Contact form for children engaging in any sport at WBC and it is their responsibility to ensure it is updated in the event of any changes. i.e. contact details, medical conditions, allergies, medications etc.

20b) Children must behave reasonably. They must not put themselves or other people in danger or prevent other members from enjoying the club or its facilities. If your child is behaving unreasonably, we have the right to speak to you or the child.-

20c) If your child continues to behave unreasonably, whether on one visit or on a number of visits, we will try to sort out the issue by meeting with you and the Welfare Officer. If we cannot sort out the issue during the meeting, we have the right to suspend the child from using WBC.

20d) If we suspend your child and you want to appeal against this, you must appeal in writing to the Management.

## Part B – Rules and Regulations for using WBC facilities

### 1 General health and safety

1a) Health and Safety is the responsibility of all at WBC. Members, guests and visitors have a responsibility for their own safety and have a duty of care to others whilst using WBC's facilities. Please rectify and or report any areas of concern to the Administration who will take further appropriate action.

1b) If you suffer an accident or injury on our premises, you must report the incident and the circumstances surrounding said incident to WBC immediately.

1c) Accidents must be recorded in the appropriate Accident Book.

1d) To protect the safety of members, guests and visitors you must pay attention to all signs relating to health and safety in WBC. If you do not understand a notice or sign please ask an employee or administration.

1e) Crockery and glasses are prohibited on courts, bowling rinks, in the boathouse or any other designated sporting area where safety may be compromised.

1f) Dogs and other pets are not allowed in the Club House. Registered working assistance dogs maybe allowed at our direction but not on the Courts or Bowling Green and must be kept on a lead

1g) You should familiarise yourself with the Fire Exits which are clearly marked throughout the club. In the case of a fire you should make your way out of the club through the nearest possible exit.

1h) You must not smoke while using any of the club facilities or whilst inside the clubhouse, boathouse, squash courts or any other enclosed area. This is for both legal and health and safety reasons.

1i) We expect you to behave appropriately, respectfully and politely; and to dress appropriately whilst at the club. We can prevent you from entering the club or ask you to leave if we think that your behaviour or appearance is not suitable.

1j) You should not use the club if you have an infectious illness or condition.

1k) Members must follow all health and safety guidelines and recommendations. Failure to do so may lead to suspension or cancellation of membership.

1l) Children, young people and weak swimmers should keep a reasonable distance from the river bank and must not engage in river based activities unless wearing a suitable life jacket or buoyancy



aid and / or under supervision for a rowing related activity. Children must be supervised always, see 2 below 'Your children's health and safety'.

1m) For your safety, when using the sport facilities, you must wear/use appropriate footwear clothing and safety equipment relevant to the playing surface or sport. You must also respect and follow guidelines of coaches and sports professional bodies.

## **2 Your children's health and safety**

2a) Children aged 14 or under must be supervised at all times by a member over the age of 18. However, this does not apply if it is club organised activity which parents and guardians do not need to attend (we call this a 'supervised activity').

2b) In WBC family changing rooms are not available. Children over the age of eight can use the changing rooms without supervision. Children over 8 must use the changing room in accordance with their gender. Adults must show respect and decency when changing and this includes appropriate 'covering' when changing and or showering where young people are present.

2c) If you cannot bring your children to a supervised activity, you can nominate a responsible person to bring them instead.

2d) If your child is at a supervised activity, he or she must be registered with the person in charge of the activity, who must also have details of who will be collecting your child. We will not allow any other person to collect your child unless you have made a specific arrangement beforehand with the person you have left your child with.

2e) Our coaches and volunteers in charge are sport accredited coaches and as such are DBS enhanced-checked. They follow the guidelines of the relevant National Sporting Bodies/councils/NSPCC.

2f) You must not bring your children into the club if they have an infectious illness or condition.

2g) Appropriate forms must be completed when children are attending clubs or training sessions. Parents and guardians must liaise with coaches or Administration to ensure these are completed prior to attending organised coaching or sporting activities.

## **3 Safeguarding of young people and vulnerable adults**

3a) Safeguarding at Warwick Boat Club is everybody's responsibility. [www.safeguardingwarwickshire.co.uk](http://www.safeguardingwarwickshire.co.uk) is a new website for adults, children, young people, families, and professionals to keep everyone in Warwickshire safe and protected from harm of abuse and neglect.

3b) You must follow the guidance of WBC website in relation to current safeguarding advice. This may change in accordance with local or national guidelines.

3c) If you have concerns which need to be addressed by WBC please contact Administration or contact one of our welfare officers directly. Contact details are on the notice board or WBC website.

## **4 General Access and Car park**

4a. Except as otherwise stated elsewhere in this section, you should only access the Club grounds using the pedestrian access via the Banbury Road entrance.

4b. You may access the Club grounds from the river Avon whilst engaged in boating activities.

4c. If you hold a valid Blue Badge, you may park a vehicle in the designated spaces in the Banbury Road entrance area whilst engaged in sporting and social activities at the Club. The Club has a small car park accessed by the Mill Street driveway. This access benefits from a right-of-way across the Club's neighbour's land and clauses

4d through 4j are in place to ensure that they are not inconvenienced. Use of the car park is monitored by CCTV and Automatic Number Plate Recognition, cross-referenced with members' access card details. Any breach of these rules will result in disciplinary action, which may include a suspension or termination of your parking subscription. The Club Captain's decision in such disciplinary matters is final.

4d. No-one, with the exception of adult members who are resident of Mill Street (and their accompanied children) may use the Mill Street driveway for pedestrian access to the Club.

4e. You may only use the car park if you hold a valid car parking subscription for your vehicle. You can apply for a subscription from the Club office. The total number of car park subscriptions is limited, and strict weight and size limits apply. The Club reserves the right to decline any car parking subscription application.

4f. We do not guarantee that car parking is available at WBC.

4g. Parking subscriptions apply to a nominated vehicle and are not transferable between vehicles. If you change your vehicle you must re-validate your subscription with the Club office to ensure that your vehicle remains within the current size and weight limits.

4h. Members may only use the club car park while using the club facilities.

4i. There is no parking available for visitors (including visiting teams) in the Club's car park. Please direct your visitors to alternative off-site parking.

4j. Any vehicle parked on WBC premises is at the owner's risk. We do not accept liability for any loss or damage to your car, or personal belongings in it, while you are parked in our car park.

4k. If you lose your access card an administration charge may apply for replacement.

### **5 Lockers and lost Property**

5a) Lockers are provided and may be available. However, you bring all personal belongings to WBC at your own risk. We do not accept any responsibility for any loss or damage to these items.

5b) If you find lost property, you must hand it into the Administrator's Office or the bar immediately. We will hold items for four weeks only before donating them or the value gained to charity.

### **6 Fitness / Sports facilities**

Our aim is to ensure members of WBC have as much fun as possible. We know that everyone has different aims, levels of skill, tolerance and fitness. Every moment of play is designed to focus on your needs.

6a) Prior to using WBC fitness equipment for the first time, we may ask you to complete a health check through your GP and to book a supervised induction session with one of our relevant qualified coaches.

6b) Only qualified coaches will set you an official coaching/exercise programme.

6c) If you are concerned about your physical condition, you must avoid strenuous physical activities without first getting further medical advice.

6d) It is your responsibility to make sure that you warm up properly and take time to cool down after your activity.

### **7 General Fitness**

7a) You should not undertake any activity that you may not be fit for. This is your responsibility.

7b) You should inform a qualified coach or the Management when you join about anything that is relevant to your physical condition. For your safety, it is important that this is monitored and kept up to date throughout your membership.

7c) You are responsible for monitoring your own physical condition. If you suffer any unusual symptoms, you must immediately stop the activity and inform a coach or any other member of staff at WBC.

### **8 Sports Guidelines**

Members must abide by conditions and rules within this document and behavioural guidelines set through National Sports Bodies and Councils. Failure to adhere to these guidelines may at the discretion of Directors and Captains result in disciplinary action.

8a) WBC sports professionals and members should at all times follow the rules and guidance in accordance with the relevant professional bodies.

### **9 Bookings**



9a) The current booking terms and conditions are available on our website. These may change without notice. These rules are part of your terms and conditions of use and include rules on how and when you can book, and information we need from you to allow you to book.

9b) We may change our booking terms and conditions from time to time but will inform members when this happens.

9c) Young people under the age of 14 should be supervised by a competent adult over 18. Bookings for courts for those under 14 should be made in line with court booking guidelines. Contact Administration for more details.

**10 Photographs and videos**

10a) You may take photographs and video recordings at WBC for your own personal use provided that you keep to WBC rules both within this agreement and as displayed around the club.

10b) You must not take direct photographs or videos of any children under 18 other than your own.

10c) Anyone under 18 years who appears in your photographs or videos must be aware if you are 'directly' filming them and you must get their verbal or written permission from parents/guardians if these are to be publicly used.

10d) You must not take any photographs or video recordings in a changing area without express permission from WBC.

10e) If another member is unhappy that you are filming them and makes a complaint to us, you may be asked to show us any images which you have taken at WBC and to possibly delete them where deemed appropriate. If a coach or official of WBC asks you to stop filming or taking photographs, you must do so immediately.

**11) WBC reserves the right to make changes to both Part A (Terms and Conditions of Membership) and Part B (Rules and Regulations) at any time. Members will be notified by electronic mail. The most current agreement will be available to view on our website.**

**I agree to the Terms and Conditions of Membership in Part A and agree to follow the Rules and Regulations of WBC in Part B. I agree that failure to meet these requirements may result in Cancellation of Membership.**

**Signed (or agreed through electronic mail) – on behalf of Family/Adult/Junior Membership**

Print Names ..... DOB's .....

Address .....Date.....

Telephone Numbers (where applicable).....

Email Addresses.....

WARWICK  
BOAT CLUB



TENNIS • SQUASH  
ROWING • BOWLS