# All Star Tennis Terms & Conditions



#### **TERMS & CONDITIONS**

All Star Tennis fully embrace the safeguarding and diversity & inclusion guidelines set down by the LTA. We are committed to prioritising the well-being of all children and adults at risk, promoting safeguarding, diversity and inclusion in our organisation at all times, including all courses, individual coaching sessions and events we run. Our policies state how we strive to minimise risk, including following safer recruitment procedures, deliver a positive tennis experience for everyone and respond appropriately to all concerns/disclosures. They also include the All Star Tennis statement on anti bullying.

All players, visitors & customers are expected to abide by our general rules of use, and we encourage all to share concerns about any aspect of operations & facilities.

#### **GENERAL TERMS**

- All Star Tennis venues are strictly non-smoking except for designated areas.
- Dogs are not permitted on courts\* with the exception of guide/service dogs.
- Riding of bicycles, skateboards and scooters is strictly prohibited in the Centres courts. Bicycles must be left outside of the court
- Opening and closing times of our facilities vary throughout the year and are published on our website and the Centres' noticeboards. Opening and closing hours can change at short notice with inclement weather conditions. Selected courts might be accessible using coded gate access.
- All players and visitors must adhere to all notices, signs and information intended for the safety of you and others.
- Any individuals / groups behaving in any way deemed by All Star to be abusive, vulgar, racist, sexist, defamatory, sexually orientated or obscene or which will harass, distress, embarrass or inconvenience any person (including our staff) or which might restrict or inhibit the use and enjoyment of the facilities by any person will be asked to vacate the Centre.
- People not playing sports should respect players on court by not making too much noise or causing any distractions
- All Star Tennis strives to provide a safe and inclusive environment for everyone. Should you have any concerns during your visit, please bring this to a staff member's attention immediately. Please refer to All <u>Star Tennis Safeguarding Policy</u> for any further information.
- Lost property, balls or equipment found should be handed back to the owner or to the nearest available team member.
- Personal items should not be left unsupervised at the premises at any time. All Star Tennis accepts no responsibility for items lost, stolen or damaged at the venue.
- All Star Tennis will seek to reclaim any costs related to the intentional, malicious or negligent damage to property or assets of All Star Tennis.
- If you suffer an injury on our premises, it is your responsibility to report it to a member of the All Star Team immediately.

- All Star Tennis will not accept liability for any injuries incurred during play or visit at All Star Tennis venues
- Players must inform All Star Tennis of any medical condition or disability which may be relevant to the person booked into an activity. Players must also notify us of any change or deterioration of any such medical condition or disability. We will keep this information confidential and handle such issues with discretion. It is our policy to include any such individuals within the scheduled programmes wherever possible, but we reserve the right to refuse the booking if we are unable to accommodate the requirements of any individual.
- All Star Tennis is not liable for any incorrect information supplied by players.
- Appropriate sporting attire should be worn on court and shirts must be worn at all times.
- Recommended footwear for different sports surfaces:
  - Hard tennis courts: "non-marking" (the soles are usually colourless), not Astroturf boots, any kind of football boots
  - Lawn bowling green: smooth sole or barefoot, not Football Boots (moulded stud, screw-in stud)
  - Synthetic surface sports court: Trainers (general), not Football Boots (moulded stud, screw-in stud).
- Discounts are available for Member Plus/Member Plus Advantage

\*For the Terms and Conditions, the use of 'Courts' shall refer to Tennis Courts, Netball Courts, Multi-Use Games Areas (MUGAs) Bowling Lanes

#### MEMBER PLUS AND MEMBER PLUS ADVANTAGE ANNUAL

- Purchases of Member Plus and Member Plus advantage can only be made online at <u>allstartennis.co.uk/member-plus</u>
- Whilst the Free membership is available in unlimited numbers, the number of Member Plus and Member Plus Advantage are not unlimited and they may not be available for purchase throughout the year.
- All Star Tennis may terminate (without a refund) or impose sanctions on Members in the event of any breach of the Terms & Conditions.
- In the event of any non attendance of courts booked by Member Plus Advantage players using their 2 monthly court credits, players will be charged for the full cost of the court.

#### **Renewal Programme**

In order to offer an efficient Member Plus and Member Plus Advantage, All Star Tennis operates a rolling renewal service. This means that once you have chosen to purchase your Membership Plus or Advantage for the first time, you are agreeing to renew your subscription annually by a recurring payment and any relevant future renewals will be collected automatically (i.e. if you have just paid for 365 days membership, you will be charged by a recurring payment every 365 days for the same membership unless you give notice to <u>subscriptions@allstartennis.co.uk</u> – see Cancellation Policy/Subscriptions below).

- Member Plus and Member Plus Advantage run for 365 days from the date of purchasing the Membership.
- Monthly payment options will be charged each monthly with a minimum subscription of 12 months
- Annual payment options will be charged each annually with a minimum subscription of 12 months
- In a situation where renewal payment fails, we will continue to try for 7 days during which you will cease to have Member Plus benefits. Failure to update your card details will result in your membership being cancelled, along with the benefits and discounts associated with it. Your account will change to a "free member' (Non Member Plus ) user type. You will be able to book courts as a "Free Member " user with 1 day advance booking and at regular price.
- The purchase of any Membership package is non-refundable and non transferable.
- Sharing of membership is not permitted.
- With any court booking the named member MUST be playing at the time of any booking. Failure to do so may result in membership being terminated without refund and a full years membership fee will be applicable.
- Your statutory rights are not affected.

#### Member Plus Advantage

Monthly court packages

• The two courts per month package may be used on any available tennis courts for off peak, peak or floodlit subject to availability and does not guarantee courts at the venue or time of your choice (Padel courts are not included).

- Courts can be booked up to 14 days in advance
- Any unused courts can not be carried over into the following month and no credit or refund is available for any unused courts.

#### **COURT BOOKINGS**

- Court bookings are available on the hour.
- Court bookings can only be made online.
- All courts must be paid for at the time of making a reservation.
- Free walk-on tennis and padel courts are available to juniors aged 16 years and under, Monday to Friday between 3-5pm, subject to availability. Players should enquire at the reception when open for availability, and time limit is dependent on court availability. This is applicable to juniors suitably supervised by, or playing with an adult.
- Free walk-on tennis and padel courts are available to eligible adults Monday to Friday between 1-3pm, subject to availability. For a list of eligible adults please <u>click here</u>.
- A floodlight fee applies for bookings after dusk.
- Member Plus/Advantage may make tennis court bookings up to 14 days in advance at any of the 6 All Star Tennis of the Venues. Free Members can book 1 day in advance.
- Court fees are based on peak and off-peak times. Discounts for Member Plus/Advantage Peak and off-peak times are Centre and sports specific and are subject to change. Visit our website for our <u>court prices</u>
- Court bookings should be made in the name of a player who will be on the court. Players may be asked to leave the court if the named person who made the booking is not present.
- Attendance later than 10 minutes after the booked hour may result in the court being released and sold to another player. In this instance, no credit will be issued.
- Court bookings can be extended for up to 1 hour preceding a booking for an additional fee, subject to availability.
- A full fee applies to play that continues for longer than 15 minutes after the booked hour.
- We reserve the right to limit single individual court bookings (one per customer) at busy times. Two hour back-to-back individual court bookings are permitted at all other times. Some courts are reserved by All Star Tennis Centre programmes, events and league matches.
- Only coaches who have a valid signed All Star Tennis Coaching Agreement may provide and charge for coaching services. Only these coaches can book courts in advance for individual coaching lessons. Use of baskets, bags or multiple tubes of tennis balls is restricted to these coaches only.
- Please refer to the Cancellation Policy for any cancellations information.

## **GROUP COACHING: COURSES, SQUADS & CAMPS**

- Registrations and payments can only be made online.
- Places are sold on a first-come first-served basis, with the exception of term time programmes which operate with priority booking window, for those players who are booked on the current term time programme.
- When making a course booking (term time and/or evenings), please note you're booking for the entire term or block. If you do unselect any sessions at checkout, we are eligible to charge you for that session and will be in contact. Make up options for missed sessions are available via info@allIstartennis.co.uk.
- Consent information is required for all junior programmes.
- Once the maximum number of attendees are reached, a waiting list may be created and customers will be contacted if places become available.
- If a course is undersubscribed and cancelled, the Senior Coach/Centre staff will suggest alternative arrangements to attendees.
- A missed course session may be replaced only with another suitable session at the sole discretion of the All Star Off Court Centre Team. The arrangement must be made in advance and booked.
- Missed sessions will not be credited unless there are exceptional circumstances e.g. doctor's note.
- All courses will aim to go ahead irrespective of the weather. Play will only stop due to heavy and continuous rain with no sign of stopping and with the courts becoming unplayable. Play will continue in inclement weather at the coaches' discretion. If necessary, coaches will utilise wet weather resources to aid off court learning.
- We reserve the right to refuse entry to a course or advise a more appropriate session.
- If any participant is found not to be of the correct age/ability, or is unable to complete a course due to being in the incorrect age/ability group, player may be removed from the course without refund.
- We are unable to accept replacements of players in lieu of your booking.
- Please refer to the Cancellation Policy for any cancellations information.

## GROUP COACHING: Yoga and Pilates at NatureScope

- Places are sold on a first-come first-serve basis to the maximum number of places advertised.
- Registrations and payments can only be made online.
- All sessions can be booked one month in advance by all attendees.
- Sessions require at least three people in order to take place.
- If the player is more than 5 minutes late for a session, they may not be able to train for their own safety.
- Attendees with low/high blood pressure and/or cardiac irregularities should not attend sessions until they have written permission from their doctor. If in any doubt, consult your doctor. Attendees must notify the of any circumstances affecting their health, which may be exacerbated through continued use of the NaturesScope
- Missed sessions will not be credited unless there are exceptional circumstances e.g.

doctor's note.

- The instructors will advise an attendee of a more appropriate session or have the right to exclude them from a session if they are not the right standard.
- Attendees are requested to wear appropriate clothing throughout the full range of movement that constitutes Yoga and Pilates sessions.
- Please refer to the Cancellation Policy for any cancellation information.

## GROUP SESSIONS: WEEKLY (CARDIO, SOCIAL TENNIS, DRILLS)

- Places are sold on a first-come first-serve basis to the maximum number of places advertised.
- Registrations and payments can only be made online.
- All weekly sessions can be booked one month in advance by all players. The coaching staff and Centre staff will advise an attendee of a more appropriate session or have the right to exclude them from a session if they are not the right standard.
   Where a player fails to arrive for a pre-booked weekly session, their space might be re-sold after 15 minutes of the session starting.
- Missed sessions may not be transferred to other sessions.
- Please refer to the Cancellation Policy for any cancellations information.

## **GROUP COACHING: JUNIOR COACHING**

- All children booked onto junior courses and camps are fully supervised, but we cannot supervise children using the courts at other times.
- All children booked onto junior courses and camps must bring appropriate weather protection on court at the beginning of the session. They are not permitted to leave the court without permission from the coach.
- Permission for children to be released and go home alone must be given in writing to info@allstartennis.co.uk. If written permission is not received and contact cannot be made with a parent/guardian, we will keep the child until they are picked up or contact is made. We reserve the right to charge for this supervision at the rate of £10.00 for every 30 minutes.
- Please refer to the Cancellation Policy for any cancellations information.

## INDIVIDUAL COACHING

- 1:1, 1:2 and 1:3 coaching sessions are arranged directly with the coach who is exclusively responsible for managing and delivering these sessions.
- Coaches are responsible for attending any session they have arranged.
- Payments can be made directly to the coach by bank transfer or with cash. Individual Coaching sessions must be paid in full in advance.
- Coaches are responsible for court and facility fees.
- Any coach who is not contracted by All Star Tennis found to be performing coaching will be asked to vacate courts immediately. No court fee refunds will be given to individuals involved.
- Please refer to the Cancellation Policy for any cancellations information.

## COVID-19 GUIDELINES

• All visitors and players are advised to adhere to guidelines and measures we have put

in place to make our venues safe.

- We reserve the right to refuse admission to those not adhering to the guidelines and measures put in place to protect you, other players and our staff.
- For further information on the latest Covid-19 guidelines please click here

## **CREDITS (GIFT CARDS) ON AII STAR TENNIS ACCOUNTS**

- For court and programme bookings (Mindbody) ; credits may be purchased in denominations of £50, £100, £200 or £500 a combination thereof. Credits are non refundable.
- Credits expire after 2 years.
- Transfers of credits are limited to exceptional circumstances.
- Credits have no redeemable cash value.
- Credits cannot be used to pay for guests.
- Your Mindbody account balance of Credits is available to view online within <u>your</u> account

#### CANCELLATION POLICY

#### CANCELLATIONS REQUESTED BY THE CUSTOMER

#### SUBSCRIPTIONS

- No cancellation or refund is possible once the 14-day cooling off period is over.
- For all types of membership, at least 30 days' notice is required in writing to cancel your subscription (future payments towards subscriptions).
- Member Plus will retain access to the benefits for the remaining part of your subscription period left from the 365 days of the subscription.
- Cancellation Notice must be given by email to <u>subcriptions@allstartennis.co.uk</u>
- All Star Tennis will acknowledge your cancellation email by return email. If you do not receive this email and cannot provide it to us on request, your cancellation will not be valid.

#### **COURT BOOKINGS**

- Free Members may cancel courts but will not be credited, without exceptions
- Member Plus/Member Plus Advantage who cancel with more than 24 hours' notice (tennis) and 48 hour (padel) prior to the court booking time, will receive a credit equal to 100% of the original booking fee
- Cancellations made within 24 hours (tennis) and 48 hours (padel) are not eligible for any credit without exceptions
- Cancellations made online by Member Plus customers will generate court credit that can be redeemed for future court bookings within 1 month. This credit is not transferable to other products.
- Wet weather In the event of adverse weather conditions, if more than 50% of the booking is lost, the customer should contact the centre within 24 hours to request a full credit which will expire after 1 month. This credit will be offered at the centre's discretion and their decision will be final.
- Players play at their own risk.

#### **GROUP COACHING: COURSES, SQUADS & CAMPS**

- Where the participant wishes to cancel a programme booking, the following arrangements apply:
  - On cancellation of a course booking of at least seven days prior to the first session, a credit will be given when cancelled by the customer within their Mindbody account. No refunds are available
  - Any cancellation requests after this period must be made via email to <u>info@allstartennis.co.uk</u> and no credit will be issued.
  - If you can no longer attend due to injury you must inform us in writing with a doctor's note to info@allstartennis.co.uk. All Star Tennis will confirm via email that pro rata credit will be issued from the next session date once this is

received. No retrospective claims can be credited. Injury credit is valid for 1 year from the agreed date.

## WEEKLY SESSIONS, SOCIAL TENNIS, CARDIO, TENNIS TUESDAY, YOGA AND PILATES SESSION

- Any necessary weekly sessions cancellations must be made with more than 24 hours' notice prior to the session start time to receive a credit for a like for like session values at 100% of the original fee.
- Cancellations made within 24 hours of the booked session starting are not eligible for any credit.

#### INDIVIDUAL COACHING

• Individual and small group coaching sessions cancelled less than 24 hours before booked time will be charged in full.

#### TOURNAMENTS AND LEAGUES

• Cancellations will vary depending on the tournament or league. Details of cancellations will be communicated for each event.

## CANCELLATIONS MADE BY ALL STAR TENNIS

- All courses will aim to go ahead irrespective of the weather. Play will only stop due to heavy and continuous rain with no sign of stopping and with the courts becoming unplayable. Play will continue in inclement weather at the coaches' discretion. If necessary, coaches will utilise wet weather resources to aid off court learning
- If the weather forecast prior to the session is poor, any decision to cancel will be made by the off court team as late as it is reasonably possible (ideally no later than 30mins before the session is due to begin).
- Whenever possible, customers will be sent an email and/ text message once a decision to cancel has been made. Our overall intention is for as many sessions as possible to go ahead.
- If the participant is absent from a session for a reason other than All Star Tennis cancelling the session due to adverse weather, he/she is choosing to forfeit the time.

## **COURT BOOKINGS**

• In the unlikely event that we cannot facilitate your booking we reserve the right to cancel court bookings up to 1 day in advance. A full credit will be applied to the customer's account.

#### **GROUP COACHING: COURSES, CLUBS & SQUADS**

- If the weather is inclement, the sessions are deemed to run unless an official cancellation has been communicated. Decisions In such circumstances will be made as early as possible. A credit will be applied to the customer's account.
- If one session is lost due to inclement weather, a make up session is allowed within the same block/term subject to availability. This must be booked through the Off Court Centre Team via info@allstartennis.co.uk and only within 4 days in advance of the session requested. Certain Adult sessions at the Off Cour Team's discretion will be offered to maximise opportunities. Make ups cannot be carried over to another block/term.
- If more than one session of any block/term is lost due to inclement weather, a credit for 100% of the session cost will be applied to the player's account. This must be used on the following block/term only.
- In the event of inclement weather (e.g. heavy rain), the extent to which a session is deemed to have taken place is dependent on the amount of time on court.
- If a session runs over half of the designated time, the session is considered as having taken place and no credit will be issued.
- If there has already been a session cancellation due to inclement weather, then if more than 50% of any subsequent session is lost then credit will be applied to the player's account.
- In the unlikely event of insufficient numbers, we reserve the right to cancel courses up to 1 day in advance of the start date. A credit will be applied to the customer's account.

#### **GROUP COACHING: CAMPS**

- In the event of inclement weather and we deem it is unsafe to play we will cancel the session with as much notice as possible and credit 50% of the day to your account for a future booking. This must be used within 1 year.
- If more than 50% of a day's session is completed, this will count as a full day and will therefore not be credited.
- Sessions cannot be re-scheduled or credited if you are unable to participate because of personal reasons.

#### **GROUP COACHING: Yoga and Pilates at NatureScope**

• In the unlikely event of insufficient numbers, we reserve the right to cancel sessions up to 2 hours before. A credit will be applied to the customer's account and registered participants informed about cancellations via email and text message.

#### WEEKLY SESSIONS

• In the event of inclement weather (e.g. rain), the extent to which a weekly session is deemed to have taken place is dependent on the amount of time on court. If less than 50% is completed of each session, 100% credit of that session fee will be applied to

the players account.

• If a pre-booked weekly session is undersubscribed and cancelled and does not go ahead, a credit is applied to the player's All Star Tennis account.

## TOURNAMENTS

- In the event of inclement weather (e.g. rain), if the tournament cannot be completed with more than 50% of the time remaining a 50% credit of that fee will be applied to the players account.
- If the tournament is cancelled in advance a full credit will be issued.
- If a tournament is undersubscribed and cancelled and does not go ahead, a credit is applied to the player's All Star Tennis account.

## PURCHASE AND USE OF CLASS PACKS AND COURT PACKS

- Class packs can be purchased by Member Plus and Member Plus Advantage only
- Credits purchased in packs must be used in the specified time or will expire.
- No refund or credit will be given for any unused expired packs
- Credits must be used by the named holder only and cannot be transferred to other Members.
- Named Members not in attendance of their booking will be asked to leave and not be credited
- All Star Tennis reserve the right to amend the packs at short notice if required

#### REFUNDS

- No refunds will be provided, apart from exceptional circumstances listed below:
- Death of participant/spouse/partner/grandparent/parent/son/daughter. A refund of all
  activities not completed will be provided in full upon presentation of death certificate or
  another legal document confirming death. We appreciate due to the sensitivity that this
  may take some time to provide. The refund will be processed as quickly as possible
  once the documentation is received.
- Leaving the Country permanently. A refund of all activities not completed will be provided in full upon proof of leaving (i.e. proof of residency, VISA/citizenship approval letter, named on new address post letter etc.).
- Terminal Illness of participant/spouse/son/daughter. A refund of all activities not completed will be provided in full upon proof (i.e. medical diagnosis letter, appointment letter, treatment letter or any other cancer support documentation). The refund will be processed as quickly as possible once the documentation is received.
- Any other Exceptional Circumstances. If you feel that you have an exceptional circumstance not listed above, please send details to <u>info@allstartennis.co.uk</u> Please be as detailed as possible, and include any documentation that may help expedite your request. Once reviewed the Management's decision will be final.

## ABOUT ALL STAR TENNIS

ALL WIN TENNIS LTD (TRADING AS ALL STAR TENNIS) is registered in England & Wales, registration number VAT number is 157478373 Full company name is All Win Tennis LTD

trading as All Star Tennis Registered office at Jubilee House, East Beach, Lytham St. Annes, England, FY8 5FT

Contact us by email: <a href="mailto:feedback@allstartennis.co.uk">feedback@allstartennis.co.uk</a>

All Star Tennis Centres are registered with the Lawn Tennis Association (LTA). Each venue is a British Tennis Registered venue and has the LTA Venue Safeguarding policy (children and adults), the LTA Diversity and Inclusion policy & Privacy Policies.

All Star Tennis makes every effort to ensure that the details on the website and in flyers are correct. We reserve the right to make amendments at any time and will inform you of any changes.

References to "", "we", "us" and "our" should be construed as references to All Star Tennis

Privacy Policy - By agreeing to our Terms and Conditions, you agree and consent to our All

Star Privacy Policy that informs how All Star Tennis processes your data as a customer and/

or Member Plus/Advantage