

Henleaze Swimming Club ("the Club")

Membership Rules ("Rules")

1. The Club's articles of association ("**Articles**") authorise the Board of Trustees of the Club to provide for different classes of Membership and Associate Membership of the Club in these Rules.
2. All Members, Associate Members, Guests and External Users (as described in clause 24) must be aware of and abide by these Rules, the Club By-laws and any policies which the Board of Trustees implements from time to time.
3. The Board of Trustees reserves the right to temporarily or permanently change or remove Rules (or introduce new rules) as they see fit when necessary. All Members, Associate Members, Guests and External Users will be bound by those additions/changes as they are bound by these Rules.
4. Members and Associate Members (other than Junior Members) will be given access to the Rules prior to accepting new membership and annually on renewal thereafter. The Rules will also be available on the Club website.
5. The organisers of any User Group will be provided with a copy of the Rules prior to their use of the Club grounds and facilities.
6. Any changes or additions to the Rules will be communicated to Members and Associate Members as and when the changes are made.
7. The Club's membership year runs from 1 May in each year (or as otherwise determined by the Board of Trustees and the first day of the membership year is the "**Relevant Date**" for the purposes of clauses 8, 9 and 10 of these Rules).
8. **The current classes of full member of the Club ("Member") are:**
 - 8.1. Adult (which may be full week or weekday only), being over the age of 18 years on the Relevant Date; and
 - 8.2. Honorary Life, as appointed in accordance with the Articles.
9. **The current classes of associate member of the Club ("Associate Member") are:**
 - 9.1. Junior Member (individuals who are under the age of 18 on the Relevant Date and who form part of a family membership); and
 - 9.2. Community access user, as described in clause 24 ("**Community Access User**").
 - 9.3. Associate Members have no right to vote on Club matters and cannot bring Guests (as defined in clause 17 of these Rules) to the Club grounds.
10. **Applying to become a Member or Associate Member**
 - 10.1. Any person who wishes to become a Member or Associate Member of the Club must submit a signed application. In the case of a junior member, the application must be made by a parent or guardian as part of a family membership.
 - 10.2. Junior Members who have reached the age of 18 may apply to become a Member on the Relevant Date, subject to these Rules and the Articles.

10.3. In these Rules "**Membership**" means being a Member and "**Associate Membership**" means being an Associate Member.

11. Limit on number of Members and Associate Members

11.1. A maximum number of Members may be set by the Board of Trustees, with the aim of ensuring effective and safe operation and management of the Club and its premises.

11.2. When this maximum number of Members is reached, new applications for Membership shall, subject to clause 11.3, be placed on a waiting list and will be processed in order as places become available.

11.3. The waiting list will only be open for new applications for Membership at specified times and for fixed periods, as agreed by the Board of Trustees and notified by the Club. At all other times the waiting list will be closed and new applications for Membership will not be accepted.

11.4. The Board of Trustees will agree the numbers of Associate Members in each year and the application process for Associate Members will be managed accordingly.

12. Appointment of New Members and Associate Members

12.1. The forms of application to become a Member or an Associate Member shall be approved by the Board of Trustees.

12.2. Membership and Associate Membership is open to individuals who, when Membership places are available and subject to Rule 10:

12.2.1. apply to the Club using the approved form and the notified procedure; and

12.2.2. are approved by the Board of Trustees.

12.3. The Board of Trustees:

12.3.1. may only refuse an application for Membership or Associate Membership if, acting reasonably and properly, they consider it to be in the best interests of the Club to refuse the application;

12.3.2. must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision; and

12.3.3. must consider any written representations the applicant may make about the decision. The Board of Trustees' decision following any written representations must be notified to the applicant in writing but shall be final.

12.4. The Club shall not refuse an application for Membership or Associate Membership on discriminatory grounds.

13. Renewal of Membership

13.1. All existing Members and Junior Members must apply to renew their membership annually and must renew by the specified closing date in each year to guarantee continuous membership.

13.2. The Board of Trustees may refuse an application to renew Membership or Associate Membership on the basis set out in rule 12.3.

13.3. Late renewals will only be accepted at the discretion of the Club.

14. Criteria for all Members and Associate Members

14.1. An essential initial qualification for Membership and Associate Membership of the Club shall be the passing of a 50 metre supervised swimming test in accordance with instructions given by Superintendents in Henleaze Lake ("**the Club swimming test**"). Wetsuits cannot be worn for the Club swimming test and swimming aids cannot be used unless required because of a disability (as defined in the Equality Act 2010) and approved in advance by the Operations Team. The "**Operations Team**" means the Club's General Manager or Deputy General Manager.

14.2. Membership cards and Community Access User cards will be retained by the Club until this test is passed.

14.3. Anyone failing the swimming test must leave the Club grounds when the test session is complete (as notified by Club staff).

15. Membership cards

15.1. All Membership cards, Winter Dipper (as described in clause 25) cards and Community Access User cards remain the property of the Club.

15.2. Members must have their Membership, Winter Dipper or Community Access User cards on arrival, and be ready to show them upon entering the Club grounds or when requested by a Trustee or employee of the Club.

15.3. Loss of Membership, Winter Dipper or Community Access User cards must be reported immediately.

15.4. An additional charge may apply for any replacement membership card.

16. Junior members

16.1. Junior members under 13 years of age may not enter the Club grounds unless accompanied by a Member aged over 18 years.

16.2. The accompanying Member is required to remain on site and will be held responsible for the conduct and safety of the accompanied junior member.

16.3. Junior members aged 13 and over may enter the Club grounds unaccompanied but must leave their membership card with the superintendents on arrival.

16.4. Junior members cannot sign in Guests.

17. Guests

17.1. Members aged 18 years and over are entitled to bring visitors to the Club grounds ("**Guests**") subject to the terms of these Rules, the By-laws of the Club and any additional conditions notified to Members from time to time. Guest spaces must not be advertised by Members to the public on social media sites or in any other way.

17.2. Members will be held responsible for the conduct and safety of their Guests and must remain on the Club grounds with their Guests at all times. If a Member leaves unsupervised Guests on Club grounds this may lead to disciplinary action against them, which may include the termination of their membership.

17.3. All Guests under 18 years of age shall be required on their first visit to the Lake each year to take the Club swimming test as set out in section 14.1, If a Guest fails their swimming test they must leave the Lake grounds and their guest fee will be refunded.

17.4. Guests shall conform to the Rules and By-laws of the Club and it is the accompanying Member's responsibility to ensure this. Guests may be asked to leave the Club grounds if in breach of any Rule or By-law or if they fail to follow any direction of any member of staff. In those circumstances, no refund of guest fees will be made.

17.5. Guests shall pay Guest fees as set by the Board of Trustees each year ("**Guest Fee**").

17.6. Guest access to the Club grounds may be suspended at any time at the discretion of the Club.

18. Termination and suspension of Membership or Associate Membership

18.1. Membership is terminated in relation to a Member if:

18.1.1. the Member dies;

18.1.2. the Member resigns by written notice to the Club (in which case no refund of subscription will be made);

18.1.3. any sum due from the Member to the Club is not paid in full on the due date;

18.1.4. the Member is removed from Membership by a resolution of the Board of Trustees that it is in the best interests of the Club that their Membership is terminated; or

18.1.5. the Member has not renewed their membership in any year in accordance with these

- Rules (except in circumstances where temporary voluntary suspension of membership has been approved in accordance with the Club's Putting Membership on Hold Policy).
- 18.2. A resolution to remove a Member from Membership may only be passed if:
 - 18.2.1. the Member has been given at least twenty-one days' notice in writing of the meeting of the Board of Trustees at which the resolution will be proposed and the reasons why it is to be proposed; and
 - 18.2.2. the Member or, at the option of the Member, the Member's representative (who need not be a member of the Club) has been invited to make written representations to the meeting.
 - 18.3. Associate Membership is terminated in relation to an Associate Member if:
 - 18.3.1. the Associate Member dies;
 - 18.3.2. the Associate Member resigns by written notice to the Club;
 - 18.3.3. any sum due from the Associate Member to the Club is not paid in full on the due date;
 - 18.3.4. the Associate Membership is terminated by a decision of the Board of Trustees, in which case written notice of such termination shall be given to the Associate Member (which may be by email).
 - 18.4. The Board of Trustees has the right to temporarily suspend a Member or Associate Member at any time, provided that it is acting reasonably and properly in doing so. An example of when this might be necessary would be where it was necessary to investigate a complaint about a person's conduct in relation to the Club or any of its staff or Members or as a result of any incident described in rule 18.5, 18.6 or 18.7. During any period of suspension, access to the Club and its facilities will not be permitted.
 - 18.5. The following rule is designed to protect all Members, staff and Guests and the Club's reputation, credibility and integrity. Members and Associate Members are required to:
 - 18.5.1. treat others with respect and dignity at all times while they are on or near Club grounds or through social media channels linked to the Club;
 - 18.5.2. not use inappropriate or offensive language or other derogatory terms or any negative comments which may result in offence or upset;
 - 18.5.3. be mindful of the tone and way in which they communicate and not communicate with others in what could be perceived as an aggressive or confrontational manner.
 - 18.6. Any form of abuse of others by Members, Associate Members, Guests or External Users on or near the Club grounds will not be tolerated.
 - 18.7. A Member, Associate Member, Guest or External User who is in breach of any of these Rules or the Club by-laws or who otherwise is deemed (by a Club employee or a member of the Board of Trustees) to have acted with gross misconduct or in a way which poses a risk to themselves or others may be expelled immediately from the Club grounds by any member of the Board of Trustees or Club employee.
 - 18.8. All such incidents will result in temporary suspension of Membership or Associate Membership, and the Membership, Winter Dipper or Community Access User card will be retained by the Club, until the matter has been investigated by the Board of Trustees in accordance with the Club's Members' Disciplinary Policy.
 19. No Member or Associate Member shall be entitled to admission to the Club grounds until their subscription and all other liabilities to the Club have been paid in full.
 20. Only Members or their duly appointed proxies are entitled to attend and vote at the annual general meeting of the Club ("**AGM**") and any other general meeting of the Club. Associate Members and employees may be invited to attend the AGM but this is at the discretion of the Board of Trustees.

21. Access to the Club grounds and facilities

- 21.1. Access to the Club grounds and facilities will be at the discretion of the Board of Trustees (or any member of the Board of Trustees) or the Operations Team.
- 21.2. Any access arrangements stipulated by the Club must be adhered to and observed by Members, Associate Members, Guests and External Users at all times.
- 21.3. Any such arrangements will be communicated to Members, Associate Members and any relevant User Groups (as described in clause 23).
- 21.4. All Members and Associate Members shall, unless otherwise agreed with the Operations Team, use the Club's online booking system ("**Booking System**") to access the Club's grounds and facilities.
- 21.5. Only:
 - 21.5.1. Members, Associate Members and Guests with valid bookings made through the Booking System; and
 - 21.5.2. Permitted External Users;shall be allowed onto the Club grounds, unless otherwise agreed by the Operations Team.

22. Subscriptions and charges

- 22.1. The annual subscription and additional charges for Members Associate Members and Guests shall be determined by the Board of Trustees each year.
- 22.2. The Board of Trustees may waive or reduce an individual's subscription in the interests of the Club.

23. User groups

- 23.1. The Board of Trustees may allow the use of the Club grounds and facilities by external user groups ("**External Users**") on terms approved by the Operations Team ("**Terms**").
- 23.2. External Users must abide by the Rules and the Terms.
- 23.3. External Users are not permitted to use the Club name in connection with any activities.
- 23.4. The Board of Trustees has the right to suspend access to the Club grounds by External Users on a temporary basis at any time for reasons of safety or security or for any other reasonable and proper purpose and, in such event, no refunds of charges will be made.

24. Community Access Users

- 24.1. A fee (as approved by the Board of Trustees) must be paid by Community Access Users to cover the cost of a swim test and card production. In addition, Community Access Users shall pay the Guest Fee each time they access the Club grounds and facilities.
- 24.2. If a Community Access User who is on the waiting list is offered full membership of the Club and declines it, they will be removed from the waiting list but may remain as a Community Access User.

25. Winter Dippers

Members and Community Access Users who wish to swim during the Club's winter season, the dates for which will be set each year by the Club, are required to register as Winter Dippers. The terms of such registration and the fee payable will be determined by the Board of Trustees in each year.