

JLPSC Membership Terms and Conditions

Abbreviations:

- The John Lewis Partnership Sailing Club (JLPSC) – the Club
- The John Lewis Partnership (JLP)

1. Membership benefits

- 1.1. As a Member you will have access to the Club yachts and associated resources and equipment
- 1.2. We reserve the right to change the benefits that apply to JLPSC membership or the resources to which access can be taken at any time and without prior notice. Where possible, changes to benefits will be published via member emails. It is the responsibility of the member to keep up to date with all communications sent by JLPSC.
- 1.3. From time to time members may be able to benefit from reciprocal entry arrangements with other organisations but these arrangements cannot be guaranteed. Please remember that local entry conditions will apply to those arrangements and these may be different to our conditions. Members must comply with those local conditions in order to benefit from the reciprocal rights.

2. Guests and Children

- 2.1. Members may invite guests to join them in use of the Clubs facilities. Any such guests will be appointed Temporary Members for the duration of such use subject to the terms in the Club Regulations. Members will be held accountable for the behaviour of their guests.
- 2.2. Children under the age of 18 must be accompanied by a parent or guardian

3. Proof of Membership

- 3.1. Members should have their membership card with them at all times when using the Club's facilities. JLPSC has the right to request proof of membership.
- 3.2. Membership cards are for the named cardholder(s) only. Membership may not be transferred to another person and members are not permitted to allow another person to use their membership card.
- 3.3. Club Membership is valid from the date of acceptance by JLPSC. Membership is renewable annually on 1 February.
- 3.4. Once accepted by JLPSC membership cards must be used. Until the card is received you may use your confirmation email as proof of membership.

4. Right to refuse applications

- 4.1. JLPSC reserves the right to refuse any application for membership. JLPSC also reserves the right not to fulfil or to cancel a membership if you are found to be in breach of these conditions.
- 4.2. On receipt of your application we will debit your card or process the payment (as applicable). However, processing of your application remains subject to our approval of it by us and clearance of payment. Once a decision has been reached we will either confirm that your application has been accepted, at which point a contract will be formed between us, or notify you that we cannot accept your application. If we cannot accept your application for whatever reason we will confirm that your full refund has been processed.

5. Price information

- 5.1. All quoted membership fees are for a one-year membership subscription.
- 5.2. We reserve the right to increase the price of your membership subscription on an annual basis. You will be informed of any fee increase within your renewal email.

6. Credit/Debit card payments

- 6.1. The credit/debit card information you provide us for a membership transaction is used solely for the purpose of processing that membership transaction. If we are unable to process payment from the credit/debit card details you have provided we will contact you to verify your card details.
- 6.2. We strongly advise you against sending us any credit/debit card information via email. It is contrary to the rules of the Payment Card Industry (PCI) for us to accept credit/debit card payments by email and we will decline to accept payment by this means.
- 6.3. If you are not using your own credit/debit card to pay for the membership subscription, you must ask permission of the credit/debit card holder before entering payment details.

7. Leaving JLP or JLPSC Membership

- 7.1. If a Partner member leaves the business, (unless in receipt of Benefits in Retirement or Redundancy), they are no longer entitled to automatic free membership. Continued membership of JLPSC will be subject to application and payment of the relevant membership subscription fee.

8. Your rights to cancel

- 8.1. Membership fees are non-refundable.

- 8.2. If your membership is cancelled for any reason you must return your membership card to us and you will no longer be entitled to receive any membership benefits.
- 8.3. Membership rights and benefits shall cease on death but no refund shall be made.
- 8.4. To let us know that you wish to cancel or not renew your membership you must notify us by contacting the Sailing Secretary (see 12.2)

9. Data protection and use of personal data

- 9.1. When you apply for JLPSC membership (and throughout your membership subscription) it will be necessary for us to obtain certain information from you (such as your name, address and date of birth). We will treat this as personal data for data protection law. JLPSC will collect, hold and process your data in accordance with our JLP Privacy Policy.

10. Liability

- 10.1. Subject to clause 10.3, and to the extent possible by law, JLPSC excludes all liability to members or any other third party for any loss of profit, or any special, incidental or consequential damages (however arising, including negligence) arising out of, or in connection with services, benefits and/or products supplied by JLPSC or any company associated with JLPSC.
- 10.2. Subject to clause 10.3, the liability of JLPSC to you is limited to the amount of your membership fee.
- 10.3. Nothing in these terms and conditions excludes liability for death or personal injury caused by JLPSC's negligence or for fraud or fraudulent misrepresentation.
- 10.4. Subject to clause 10.3, and to the extent possible by law, JLPSC excludes all liability to Members or any other third party for any loss of profit, or any special, incidental or consequential damages (however arising, including negligence) arising out of, or in connection with services, benefits and/or products supplied by JLPSC or any company associated with JLPSC.
- 10.5. Members are responsible for keeping all their all personal possessions safe. JLPSC will not be held responsible for any items that are lost or missing.

11. Queries, comments and complaints

- 11.1. JLPSC will aim to respond to any query received within three-five working days. This may be an acknowledgement of receipt whilst further investigations are carried out. If you have any queries or complaints please contact the Sailing Secretary (see 12.2)

12. General

12.1. Anything said by any person or member of the Club on its behalf should not be understood as a variation of these terms and conditions nor as a representation about the nature and quality of the services being offered by us.

12.2. The Sailing Secretary may be contacted

by email: sailing.secretary@johnlewis.co.uk

by post:

Sailing Secretary JLPSC
c/o Waitrose Lymington
Stanford Rd
Lymington
SO41 9GF