

# **Waterloo Tennis Club Operating Policy**

## **1. Hold Harmless**

Members and their guests agree to hold harmless the Waterloo Tennis Club (WTC), their principals, directors, representatives and staff from any and all injuries sustained while participating in tennis or in any other activities on the Club premises.

## **2. Personal Property**

The Club is not responsible for the loss of money or personal property of WTC members and guests, however caused. The Club is not responsible for damage to members' or their guests' vehicles while on Club property however caused.

## **3. Obligations of the WTC Board Regarding Conflict of Interest**

These obligations are detailed in Appendix A of this Policy Document.

## **4. Obligations of WTC Regarding Privacy**

These obligations are detailed in Appendix B of this Policy Document.

## **5. Obligations of the WTC Board and Management Regarding Payments**

Signing authority for all WTC expenses is granted to a maximum of four (4) individuals that must be Directors and the General Manager. Two signatures are required for any payment of Club expenses.

## 6. Membership:

- (a) There are three types of Memberships: Annual/Summer/Winter
- (i) **Annual Membership** is valid from May 1st to April 30th
  - (ii) **Summer Membership** is valid from May 1st to September 30th
  - (iii) **Winter Membership** is valid from October 1st to April 30th

(b) Membership Hold:

A member who is ill or injured for an extended period (3 months or more) may apply for a Membership Hold. The member will be credited on the next year's membership for the amount of time lost.

In order to activate a Membership Hold the following steps must be completed:

- (i) Notify the General Manager of the date of the illness or injury;
- (ii) Provide medical documentation which will be kept confidential as per Appendix B below;
- (iii) Pay a \$25 administration fee; and
- (iv) When ready to return to play, notify the General Manager of your return date.

If a member has a situation, other than illness or injury, that will prevent them playing for 3 months or more a Membership Hold can be provided at the discretion of the General Manager.

## 7. Payment methods:

The Club accepts payment by, personal cheque, debit or credit card. Payments by credit card may incur a small surcharge to cover the costs incurred by the Club.

Payment of membership fees must occur in one instalment for summer or winter memberships. For full-year memberships, payment may occur either in one instalment or on a monthly basis using twelve (12) postdated cheques.

Payment of court and lesson fees must be made prior to the scheduled court time.

Payment for bar and incidental charges must be made at the time of purchase.

## **8. Rules and Regulations:**

Members and their guests are expected to follow the WTC Court Rules and Regulations and the Code of Conduct. The Rules and Regulations are available on the WTC website and are posted in the clubhouse lobby.

## **9. Usual Hours of Operation**

Courts are generally available to Club members and guests as follows:

Monday to Sunday: 7:00-7:30 am – 11 pm

The Club reserves the right to adjust these hours based on demand.

The Club reserves the right to open/close the outdoor (clay) courts when they are too wet, when maintenance is required, or when conditions otherwise dictate.

The Bar is open as follows:

M-F 9:30 am – 10 pm Sat 9:30 am – 10 pm Sun 9:30 am – 10 pm

The Club reserves the right to close the bar early.

The Club Office is open.....

## **10. Cancellations:**

(a) Open court time reservations, round-robin or league reservations may be cancelled at least **24 hours** in advance of scheduled time without charge to the members.

(b) Any cancellation received **less than 24 hours** before scheduled time will be charged to the member unless the court time can be resold.

(c) All **no-shows** will be charged.

#### 11. **Winter Reception:**

Indoor (hard) courts are under the complete control of the office staff. **Members and guests should check-in 10 minutes before their scheduled court time.**

#### 13. **Guests:**

(a) The same non-member may be invited to the Club as a guest only once per month and must be accompanied by a member. It is the member's responsibility to check that guests are eligible.

(b) Guest fees are charged for each visit in addition to court fees.

#### 14. **Court Fees:**

Fees for court time are established annually by the Board before the winter season.

#### 15. **Dress:**

(a) Court shoes are recommended on both indoor and outdoor courts. They are certified non-marking on the indoor courts and will not damage the clay courts. Shoes with soles that will mark the indoor courts are not permitted. Shoes with heels, bars, high-ribbed soles, coarse treads etc. also are not permitted.

(b) Appropriate tennis wear is expected. Denim jeans and shorts as well as shirts with inappropriate language and logos will be considered unacceptable.

**16. Children:**

Children are welcome at the Club, but they must be supervised by an adult unless they are enrolled in a WTC program or are being formally coached.

**17. Pets:**

Pets are not permitted in the clubhouse or on the courts unless designated as a service animal.

**18. Amendments:**

The Club reserves the right at any time to add or to amend these policies at their sole discretion.

**Appendix A**  
**Waterloo Tennis Club**  
**BOARD OF DIRECTORS CONFLICT OF INTEREST POLICY**

1. **Responsibilities.** As this Conflict of Interest Policy is intended to ensure the highest standards and maintain the integrity of the Board, Directors shall, at all times, act in the best interests of the Waterloo Tennis Club (WTC) ahead of any personal interest or the interest of any other person or entity. It also means that Directors shall perform their duties and transact the affairs of the WTC in a manner that promotes public confidence and trust in the integrity, objectivity and impartiality of the Board.
  
2. **Conflict of Interest.** A conflict of interest, as it relates to #1 above, refers to situations in which personal, occupational or financial considerations may affect, or appear to affect, a Director's objectivity, judgment or ability to act in the best interests of the WTC. Conflicts of interest may be real, potential or perceived in nature and defined below:
  - a. A real conflict of interest arises where a Director has a private or personal interest, for example, a close family connection or financial interest.
  - b. A potential conflict of interest may arise when a Director has a private or personal interest such as an identified future commitment.
  - c. A perceived or apparent conflict of interest may exist when a reasonable, well-informed person has a reasonable belief that a Director has a conflict of interest, even if there is no real conflict.
  - d. Full disclosure, in itself, does not remove a conflict of interest.
  
3. **Examples of Conflict of Interest.** A Director participating in one the following or similar examples would constitute a Conflict of Interest under this Policy.
  - a. Any circumstance that may result in a personal or financial benefit to a Director or his family, business associate or friend. This

includes, but is not limited to, accepting any payment for services rendered to the WTC other than reimbursement of expenses as outlined in this Policy, including contracted work or an honorarium, or accessing financial or other resources for personal use, i.e. transportation, training costs, supplies, equipment, etc.

- b. Personal interests which conflict with the interests of the WTC or are otherwise not in the best interests of the WTC.
- c. Seeking, accepting or receiving any personal benefit from a supplier, vendor or any individual or entity doing or seeking business with the WTC.
- d. Being a member of the board or staff of another organization which might have material interests that conflict with the interests of the WTC and participating in matters on one board which might materially and adversely affect the other board.
- e. Any involvement in the hiring, supervision, grievance, evaluation, promotion, remuneration or firing of a family member, close personal or business associate of the Director so involved.

#### 4. No Financial Benefit:

- a. No Director shall, either directly or indirectly, receive any profit from their position, with the exception that, notwithstanding anything herein to the contrary, Directors may receive reimbursement for reasonable expenses incurred by them in the performance of their duties as permitted in the By-laws and approved by the Board.
- b. The financial interests of immediate family members (including the immediate family members of a Director's partner) or close personal or business associates of a Director are also considered to be the financial interests of the Director.

#### 5. Procedures for Dealing with Conflict of Interest. Directors must openly disclose, both prior to serving on the Board and during their term of office, a potential, real or perceived conflict of interest as soon as the issue arises.

- a. If the Director is not certain whether they are in a conflict of interest position, the Director may bring the matter before the Chair of the Board or the full Board for advice and guidance.
  - b. If there is any question or doubt about the existence of a real or perceived conflict, the Board will determine by majority vote if a conflict exists. The Director potentially in conflict of interest shall be absent from the discussion and shall not vote on the issue.
  - c. It is the responsibility of other Directors who are aware of a real, potential or perceived conflict of interest by a fellow Director to raise the issue for clarification, first with the Director in question and, if still unresolved, with the Chair of the Board.
  - d. The Director so challenged must abstain from participation in any discussion on the matter, shall not attempt to personally influence the outcome, shall refrain from voting on the matter and, unless otherwise decided by the Board, must leave the meeting for the duration of any such discussion or vote.
  - e. The disclosure and decision as to whether a conflict exists shall be duly recorded in the minutes of the meeting. The time the Director left and returned to the meeting shall also be recorded.
6. Gifts and Hospitality. Directors shall not directly or indirectly offer or accept cash payments, gifts, gratuities, privileges or other personal rewards, which are intended to influence the activities or affairs of the WTC. Directors may, however, give or receive modest gifts or hospitality as a matter of general and accepted business practice, provided the foregoing does not include cash or other negotiable instruments and provided further proper accounting of any such expenses is made.

7. Complaints and Disputes Involving Directors.

- a. The Board of Directors, in a meeting duly called for the purpose, shall review any complaints that a Director has violated any provision of the WTC's By-law or policies approved by the Board.
- b. The Board shall similarly review disputes between Directors that interfere with the ability of the Board to carry on its affairs.



- c. Complaints of a grave nature may be referred to an independent arbitrator.
- d. Allegations of illegal activity must be made in writing and shall immediately be referred to appropriate authorities for investigation. Any Director against whom any such bona fide allegations are made shall take a leave of absence from the Board pending completion of the investigation.
- e. The review of such complaints or disputes shall include an opportunity for the Director concerned to present their position. Board members who originate or are the subject of such complaints or disputes must declare their conflict and excuse themselves from such meetings (but shall nonetheless be counted as part of the quorum).
- f. Every attempt should be made to resolve such matters expeditiously and fairly.
- g. The recommendations regarding resolution of such matters shall be brought to the Board for approval.
- h. The ruling of the Board shall be final. If the Director refuses to abide by the ruling, the Board may table the matter pending determination of disciplinary action. Such action may include formal or informal censure by the Chair with the approval of the Board, suspension, a request for the Director's resignation or a resolution removing the person as a Director.

**Appendix B**  
**Waterloo Tennis Club**  
**CONFIDENTIALITY AND PRIVACY POLICY**

**POLICY STATEMENT**

The purpose of this policy is to govern the collection, use and disclosure of personal information in the course of business in a manner that recognizes the right of privacy of individuals with respect to their personal information and the need of the Waterloo Tennis Club (WTC) to collect, use or disclose personal information.

This policy applies to all WTC employees, Directors and volunteers. Compliance with the principles outlined in this policy shall be treated as essential for contract compliance with suppliers, consultants and other contracted organizations.

WTC will take all reasonable steps to respect and protect the privacy of personal information by complying with the 10 privacy principles described in the Personal Information Protection and Electronic Documents Act (PIPEDA) legislation. Details regarding each of the principles are described on the Government of Canada website <http://laws-lois.justice.gc.ca/eng/acts/P-8.6/index.html>.

These 10 principles are: accountability; identifying purposes; consent; limiting collection; limiting use, disclosure and retention; accuracy; safeguards; openness; individual access; and challenging compliance.

**PROCEDURES**

1. WTC will protect and respect confidential and personal information  
by:
  - a. Taking all reasonable steps to secure and protect the information, as follows:

- i. Electronic records of personal information will be subject to limited access by authorized personnel in the performance of their duties.
  - ii. Printed records of personal information, when they are not under the control of authorized personnel, will be kept in a secure location.
- b. Disclosing to individuals that personal information is being collected and directing them to the Privacy policy.
- c. Destroying the information when it is no longer required. Personal information will be destroyed two years after it is no longer required.

## 2. Detailed guidelines:

- a. Personal information may be collected without knowledge or consent only in the following circumstances:
- i. If there are reasonable grounds to believe that the information could be useful to investigate the contravention of a law.
  - ii. The collection is in the interest of the individual and consent cannot be obtained in a timely way.
  - iii. The collection of the information with the individual's knowledge or consent would compromise the availability or accuracy of the information and the collection is required to investigate the contravention of a law.
  - iv. The information is publicly available.
- b. Personal information may be disclosed without knowledge or consent only in the following circumstances:
- i. In the event of an emergency that threatens the life, health or security of an individual.
  - ii. To a lawyer representing WTC.
  - iii. To collect a debt owed to WTC by the individual.

- iv. To a government institution that has indicated disclosure is required on a matter relating to national security or the conduct of international affairs.
  - v. The information is publicly available.
  - vi. If required by law.
  - vii. For other circumstances listed in subsection 7(3) of PIPEDA.
- c. Requests from an individual to provide information about their personal information being collected, used or disclosed by WTC will be answered within 30 days. No fee will be charged for this service.
- d. If an individual withdraws consent for the use of personal information, the Privacy Officer will take all necessary steps to cease WTC's use of the information within 30 days