



## OLDHAM HOCKEY CLUB CLUB TERMS AND CONDITIONS

Welcome to Oldham Hockey Club. Before finalising your membership, please take time to read the following terms and conditions of your membership. We advise you to only continue with your membership application if you understand and agree with these conditions. The information outlined in these terms and conditions can/will be used in the event of a discrepancy.

### **Introduction**

By signing the agreement, you are agreeing to have read the copy of this agreement and agree to abide by the rules of membership. You also acknowledge and agree that you are medically sound to undertake a normal course of exercise, you use the club facilities at your sole risk and responsibility, and you are aware that exercise is physically demanding and participation in some activities may pose a risk to your health.

### **Definitions**

In this agreement but that's the contrary intention appears:

- The singular includes the plural and vice a versa.
- A reference to a party includes both parties legal personal representative heirs and assigns.
- “Member” includes the parent or guardian of the member if the member is under 18 years.
- “Oldham Hockey Club” the hockey club name in the form of the agreement.
- “Season” is the period of time when league games are played, generally this is from September to the end of March.
- “Club financial year” runs from 1<sup>st</sup> April to 31<sup>st</sup> March each year.

### **Membership**

#### ***Entitlements***

Membership at Oldham Hockey Club entitles you to:

- Train on the arranged day and times throughout the season.
- Participate in normally scheduled Group Fitness sessions.
- Where applicable, use the other facilities including changing rooms.

#### ***Obligations***

Membership at Oldham Hockey Club requires you to:

- Comply with all club rules.
- Pay all membership fees for the season before 31<sup>st</sup> March each year.

- Inform us in advance if there is any risk to your health if you participate in fitness services.
- You acknowledge that it is your responsibility to cancel standing order facilities in respect of your membership when this agreement expires or is terminated.

### **Entitlements**

- Oldham Hockey Club reserves the right to make changes to training times and days at any time.
- All entitlements and entry into any Oldham Hockey Club may be revoked if a member's account is in arrears in excess of £50.00.
- If standing orders or payments are not sent to Oldham Hockey Club and unpaid fees remain outstanding, and after attempts by us to rectify the arrears your membership may be forwarded to a collection agency for further action. We shall also inform England Hockey of your arrears which will not allow you to play for another Hockey Club within the UK.
- Oldham Hockey Club reserve the right to change the conditions contained in the clauses by providing you with one month advance written notice of any changes.
- As an inclusive club, Oldham Hockey will consider any periods of hardship, please contact the Club Treasurer, the Club Captain or the Club Secretary to discuss.

### **Changes to Conditions**

#### **Cancellation / Termination**

This agreement is subject to a cooling off period (see Schedule entitled Specific and State Based Conditions). A cancellation request should be directed to Oldham Hockey Club Committee.

Fees are non-refundable. Refunds may be considered if a request is put in writing to the Committee stating the reason for the refund request.

#### **Termination by Oldham Hockey Club**

- Oldham Hockey Club reserves the right to terminate this membership agreement in accordance with the following conditions:
- Failure to abide by any of the criteria listed in the Rules of Use.
- Action upon a complaint by either a club member or a Committee member (or contractor) of Oldham Hockey club.

#### **Damage / Personal Injury**

To the extent permitted by law, Oldham Hockey Club excludes any liability to the Member in Agreement, tort, statute or in any other way for any injury, damage or loss of any kind whatsoever (including, without limitation, any liability for direct, indirect, special or consequential loss or damage), sustained by the Member and/or any other person, or for any costs, charges or expenses incurred by the Member, arising from or in connection with this Membership Agreement and/or the services/products provided by Oldham Hockey Club, and/or any act or omission of Oldham Hockey Club.

**Privacy**

A Members "personal information" (as that term is defined in the Privacy Act 1988) will only be used by Oldham Hockey Club to provide you with the services by this Agreement.

**Entire Agreement**

This Agreement constitutes the entire agreement, understanding and arrangement (express and implied) between the Member, Oldham Hockey Club relating to the subject matter of this Agreement and supersedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.