

# MELTON HOCKEY CLUB

ESTABLISHED 1952

## Terms and conditions

Welcome to Melton 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.

### 1. 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.

### 2. Definitions

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

- A. The singular includes the plural and vice versa.
- B. A reference to a party includes both parties legal personal representative heirs and assigns.
- C. "Member" includes the parent or guardian of the member of the member is under 18 years.
- D. "Melton Hockey Club" the Milton hockey club name in the form of the agreement.

### 3. Membership

#### A. Entitlements

Membership at Melton Hockey Club entitles you to:

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

#### b. OBLIGATIONS

Membership at Melton Hockey Club requires you to:

- i. Comply with all club rules.
- ii. Pay all agreed fees, ensure sufficient fees are available to cover all fees and advise us in advance if your bank account or credit card is closed or changed.
- iii. Inform us in advance if there is any risk to your health if you participate in fitness services.
- iv. You acknowledge that it is your responsibility to cancel direct debit facilities in respect of your membership when this agreement expires or is terminated.

### ENTITLEMENTS

- i. There are variations in the facilities and services provided at different Melton Hockey Club. To ascertain exactly what a particular club provides in addition to the above entitlements, please enquiry at the club directly.
- ii. Melton Hockey Club reserves the right to make changes to training times and days at any time.
- iii. All entitlements and entry into any Melton Hockey club is revoked if a member's account is in arrears in excess of £50.00.
- iv. If your automatic direct debit reverses or is returned to us by your financial institution we will attempt to contact you about retrying the debit. If the debit remains outstanding it will be processed within 14 days of the reversal with any reversal and late fees that apply. If you fail to pay us the fees by the due date, we are entitled to refuse you to train or play for Melton Hockey club. If 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.

b. Melton Hockey Club reserve the right to change the conditions contained in Clause 4 by providing you with one month advance written notice of any changes.

#### CHANGES TO CONDITIONS

#### 5. 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 Melton Hockey Club Committee.

Termination by Melton Hockey Club.

1. Melton Hockey Club reserves the right to terminate this membership agreement in accordance with the following conditions:

- a. Failure to abide by any of the criteria listed in the Rules of Use.
- b. Action upon a complaint by either a club member or an Committee member (or contractor) of Melton Hockey club.

#### 6. DAMAGE & PERSONAL INJURY

To the extent permitted by law, Melton 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 Melton Hockey Club, and/or any act or omission of Melton Hockey Club.

#### 7. PRIVACY

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

#### 8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, understanding and arrangement (express and implied) between the Member, Melton 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.