

# Invicta Volleyball

## Terms and Conditions of Membership



The terms and conditions below set out the contract between members of Invicta Volleyball and the club itself. Every effort has been made to make these terms and conditions as clear and easy to read as possible.

Members are also expected to abide by the Athlete Code of Conduct.

### 1. Definitions

'**Club**' shall mean Invicta Volleyball Limited

'**Fees**' shall mean the membership fees payable for any of the membership products available, as appropriate, at the rate notified to the member at the time of application for membership or renewal.

'**Club web pages**' shall mean [www.invictavolleyball.com](http://www.invictavolleyball.com)

'**Member**' shall mean the individual who holds a valid membership.

'**Membership Options**' shall mean any of the membership products available as set out on the Club web pages or on Schedule 1 of this agreement.

'**Session Times**' shall mean those published on the Invicta Volleyball web pages for each session type and may vary throughout the year.

'**Sports Facilities**' shall mean the venues hired by the Club for the purpose of delivering Club activities

'**Terms & Conditions**' shall mean the provisions set out within this document and constitute an agreement between the Club and the member ('you').

'**User**' shall mean both members and non-members who engage in Club activities.

### 2. Membership

2.1 By entering into this membership agreement, you agree to be bound by these Terms & Conditions.

2.2 As a member you shall also abide by the membership 'Conditions of Use' and Local Rules which are displayed throughout the Sports Facilities. Sports Facilities management reserve the right to amend such rules from time to time as deemed appropriate and for the good of customers and staff. Failure to comply with the 'Conditions of Use' and Local Rules may result in your membership being revoked.

2.3 Membership is not transferable to any other individual under any circumstances. An infringement may result in immediate cancellation of the membership. In this instance, no refund will be due for any unspent membership term.

2.4 Members must update their contact details at the earliest opportunity if they change from the ones provided when initially registering with the Club by email to [info@invictavolleyball.com](mailto:info@invictavolleyball.com). The Club will otherwise not be held responsible if a member does not receive a communication about their membership if it has been sent to a postal or email address that is no longer in use by the member.

2.5 Members must comply with the Club Codes of Conduct which can be found in the Policies and Conditions of Use on the Club web pages.

### 3. Cancellation of Membership

3.1 We reserve the right to cancel or suspend your membership in any of the following circumstances:

3.1.1 If you commit a serious or repeated breach of the conditions outlined in this document or in the Policies and Conditions of Use;

3.1.2 If you provide us with details you know to be false when applying for membership; or

3.2 Memberships are non-refundable, are you are under no obligation to renew your membership when the period for which you have paid for has expired. You may only cancel your membership if the following circumstances:

3.2.1 If the provisions within the type of membership are not delivered by the Club.

3.2.2 If we change the Sessions Times during the period of your membership.

3.2.3 You have been made redundant. Proof of employment and redundancy will be required.

3.2.4 Change in your personal circumstances such as serious injury or death of a close family member.

### 4. Variation of Terms & Conditions

4.1 The Club reserves the right to vary the Terms and Conditions outlined in this document. Where any change is deemed significant, we will write to you a minimum of 28 days before any change is implemented. You will be deemed to have accepted these changes unless we receive written notification of your objection.

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### 5. Liability

5.1 By entering into a contract with the Club, you agree to not abuse the facilities or equipment and will pay for any damage to any property where you wilfully or negligently cause such damage.

5.2 You agree to behave appropriately at all times and in such manner that respects other members and staff members.

5.3 No member shall use the equipment available unless the member is satisfied that he or she is competent to do so safely and properly and in consideration of the members own health and safety and that of other members.

5.4 A member shall be responsible for any harm or injury caused to another member or to the University to the extent that it is caused through a member's own unsafe or improper use of equipment.

5.5 Members are required to adhere to the Policies and Conditions of Use, which includes Health & Safety policy, and undertake due responsibility.

5.6 The Club will not be responsible for any loss or injury to the member to the extent that it is caused by a member's own unsafe or improper use of the equipment.

5.7 The Club reserves the right to suspend or revoke membership at any time if a member does not adhere to safe and proper use of equipment.

5.8 The Club shall not be liable for any loss or damage to a member's possessions when participating in Club activities.

### 6. Complaints Procedure

6.1 Should you be unhappy with any part of the service we offer, please contact the Club and tell us as soon as reasonably practicable and allow us a reasonable opportunity to address your concerns. If you wish to make a complaint please use the feedback form available on the Club's web pages.

6.2 If an incident should occur within any Sport Facility, this must also be brought to the attention of the most senior member of Staff on duty at that time.

### 7. Data Protection

7.1 Details of the Club's data protection policy are available from the Club. We will only use your information for administration purposes such as maintaining your membership, communicating with you as a Club member and monitoring health and safety issues. We do not retain your data once you

cease to be a member. As part of this agreement, you agree to keep us updated of any changes to your personal details or circumstances as appropriate.

### 8. Governing Law

8.1 This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and shall have exclusive jurisdiction of the courts of England and Wales.

### 9. Effective Date

9.1 These Terms and Conditions came into effect from the 1<sup>st</sup> May 2019