

## Manchester Triathlon Club – Membership Terms and Conditions

Manchester Triathlon Club (the "Club") is a volunteer led incorporated company (company number: 11296681) promoting the sport of triathlon and multi sports events in the North West.

By joining the Club, you agree to be bound by the following terms and conditions of membership (the "Terms"). It is your responsibility to read and understand the Terms before joining. Members must adhere to the Terms at all times.

### 1. Membership

1.1 Membership of the Club is open to any person interested in triathlon, duathlon, aquathlon, swimming, cycling and/or running and approved by the Committee who falls within the following age categories:

(i) Adult membership - any person over the age of 18 years;

(ii) Youth membership - any person aged between 14 and 17 years;

(iii) Junior membership - any person aged between 7 and 14 years; and

(iv) Student membership – any full time students at university.

1.2 Adult membership options are as follows:

(i) Gold membership; or

(ii) Bronze membership.

Full details of the benefits associated with each type of membership are set out on the Club's website – [www.manchestertriathlonclub.org.uk](http://www.manchestertriathlonclub.org.uk) (the "**Website**").

1.3 To become a member of the Club you must complete the online membership form and submit it online together with payment of the membership fee in accordance with these Terms.

1.4 Except for Student memberships, the Club's membership year runs from 1 January to 31 December. If you join part-way through a year, your membership will still expire on 31 December of that year. Student membership year runs from 1 September to 31 August. If you join part way through a year, your membership will still expire on 31 August.

1.5 Your membership will begin on the date you submit the online membership form and have paid your membership fee. You will be entitled to attend training sessions from this date.

1.6 You must provide accurate and truthful information when completing the online membership form and any errors in information provided by you are your responsibility. If at any point the Club discovers that you have provided false or inaccurate personal information, or that the information provided makes you ineligible to be a member, the Committee reserves to terminate your membership without any refund of the membership fee.

1.7 Your membership is personal to you and may not be transferred to another person under any circumstances.

- 1.8 You must have a valid membership to gain entry to all Club training sessions. If you do not have a valid membership, you will not be permitted to attend the training session.
- 1.9 If you join the Club as a Bronze member, you must purchase electronic training credits online on a 'pay as you go' basis before attending training sessions and you must book onto sessions in advance of attending the session. Details about how Bronze members can purchase training credits and available on the Website. Training credits are non-transferable.
- 1.10 A Bronze member may upgrade to a Gold member at any time during a membership year, provided the difference in membership fees are paid. For details about how to upgrade to a Gold member, please contact [membership@manchestertriathlonclub.org.uk](mailto:membership@manchestertriathlonclub.org.uk).
- 1.11 An application for youth or junior membership will only be accepted if a consent form signed by a parent or guardian is received by the Club prior to the youth or junior member attending his/her first training session with the Club. As a parent or guardian submitting an application on behalf of a youth or junior member, you agree that the relevant youth or junior member in your care, will abide by the Terms to the extent they apply.

## **2. Membership Fees**

- 2.1 By joining the Club and completing the registration form, you agree to pay the membership fee stated for the membership category you have select.
- 2.2 Membership fees and any other fees applicable to the Club (for example, the cost of the Club's annual training weekend) are set by the Committee in its discretion each year.
- 2.3 You shall not be entitled to use any rights or benefits of Club membership (including attending training sessions) until you have paid the membership fee.
- 2.4 Where the option is available for you to pay the Gold membership fee in instalments you agree:
  - (i) in addition to these Terms, to be bound by the terms and conditions of the Club's payment service provider; and
  - (ii) where you are two months or more in arrears in paying the relevant instalment, your membership of the Club shall automatically terminate (in such a case your membership may at the discretion of the Committee be reinstated on payment of the amount due).
- 2.5 Membership fees are non-refundable (even if a member wishes to leave the Club before 31 December of any membership year, becomes injured or is otherwise unable to train with the Club for any reason). However, the Committee has the discretionary power in special circumstances, to remit the whole or part of the membership fee to any member. Such decisions will be taken by the Committee on a case-by-case basis and shall be final.

## **3. General Conduct**

- 3.1 All members are expected to behave in a respectful and tolerant way towards all other Club members and coaches, regardless of age, gender, race, religion and sexual orientation. The Committee reserves the right to cancel, without refund, the membership of anyone found to

be behaving in an abusive manner towards any coach, Club volunteer (such as a membership checker) or other member.

- 3.2 Members should arrive at training sessions on time and are expected to act in a way that is consistent with the session specific etiquette and in accordance with the instructions of the coach.
- 3.3 As a member, you are an individual ambassador for the Club and should act accordingly at all times. You agree not to do anything or permit anything to be done which may harm the reputation of and bring the Committee and/or the Club into disrepute. In addition, you agree not to publish any information (including on any social media) which is hearsay and/or non-factual which may discredit the Committee or the Club. The Club is run by volunteers who are at all times acting in the best interests of the Club.
- 3.4 The Club is committed to ensuring a doping-free environment for triathlon and all of its associated sports/activities and expects all of our members to train and compete without taking/using prohibited substances and methods. The Club fully supports British Triathlon's 'Clean Sport Statement' (available on the Website) and all of its anti-doping rules and regulations and expects our members to do the same.
- 3.5 The Club operates an electronic booking and sign-in system at most training sessions (alternatively sign-in may be manual with a hand written sign-in sheet). You must book onto the training sessions that you want to attend prior to attending the training sessions, this is done through your online account. At the start of the session you must inform the coach so that they can mark you as attending the session. Failure to comply with this requirement, may result in the session being stopped by the coach until all members participating in the session have signed in properly.
- 3.6 The Club may introduce rules and procedures from time to time which the Club considers appropriate to ensure the proper running of training sessions. Any such rules and procedures must be adhered to by members.
- 3.7 You must sign-in at Club sessions using your correct name - using the name of another member or a fictitious name is a breach of the Terms.
- 3.8 Where any Club equipment is provided to you by a coach for use during a training session, you must handle this equipment carefully, not damage it and ensure you return it to the coach after the training session. In the event you damage an item of Club equipment, you must replace it or pay the cost of its replacement.
- 3.9 You agree to abide by any disciplinary rules and procedures which the Club has in place.
- 3.10 If you fail to attend two booked sessions which have capacity limits, in any four-week period then you will be prohibited from booking onto the same session for one week. The time will then reset. You may cancel your booked session up to 1 hour before the start of the session relevant.

#### **4. Health and Safety**

- 4.1 Members participate in all Club training sessions, events and activities at their own risk.

- 4.2 You acknowledge and agree that the sport of triathlon and participation in Club training sessions is physically strenuous and physically demanding. By submitting the online membership form, you agree that you are physically capable and fit enough to participate in Club training sessions and events and that you acknowledge there may associated medical and physical risks involved in you undertaking exercise. It is your sole responsibility to ensure you are fit enough to participate in Club training sessions and events.
- 4.3 Any member who has a medical condition should consult with his/her doctor before joining the Club or participating in training or racing at any time during membership of the Club.
- 4.4 You agree that any medical information provided by you on the online membership form is true and accurate and that it may be used to treat or otherwise assist you as a result of illness or injury sustained from your participation in a Club training session or event and/or used by assisting medical personnel where deemed necessary. Further, you agree to inform the Club of any change to your medical details from the date of completion of the online membership form which is likely to affect your participation in Club training sessions or events.
- 4.5 You must inform the coach (prior to the start of the training session) if they have a medical condition that may affect their participation in a session, or the medical treatment they can/should receive in the event of emergency (This information will not be retained by the Club and so should be given to the coach at the beginning of EVERY session).
- 4.6 Members are responsible for wearing suitable kit and, where required, bringing the correct equipment to a training session.
- 4.7 Members are responsible for ensuring that any equipment/kit brought to a training session is in good working order and not in a condition which is likely to cause injury to themselves or other members.
- 4.8 If a coach considers that a member's participation in a session is a health and safety risk (either to the member themselves or to other members) or that a member may not be well enough to participate in a training session, the coach is fully entitled to ask the member not to participate and to leave the session. You must respect the coach's judgement and comply with his/her instructions.
- 4.9 A coach is entitled to ask you to provide a medical certificate if they have any concerns about your wellbeing and your ability to participate in training sessions or Club events. You must respect and comply with this request because it will be made for your own health and safety. You must only return to training when you feel better and are able to provide a medical certificate where you have been asked by a coach to provide one. Any medical certificates or medical information whatsoever provided by a member will be held securely and confidentially by the Club.
- 4.10 You are responsible for reading the activity description on the training calendar prior to arrival at a training session and bringing the correct equipment.
- 4.11 Members under the age of 18 may participate in training sessions only once the Club has received a signed parental consent form.

## **5. Communication**

- 5.1 The Club uses various means of communicating with our members such as via our social media channels and by email. All important Club communication will be sent to members via email. Please ensure that the email address entered on the online membership form is correct and as set out in Condition 1.6.
- 5.2 Members are encouraged to use the Club's social media channels such as our members' Facebook groups. Please ensure that any contributions/posts are: not racist, sexist, defamatory, obscene, offensive, hateful or inflammatory, threatening, abusive, an invasion of another person's privacy; are not likely to harass, upset, embarrass or alarm any other person; or in any way breach any applicable laws.

## **6. Collection and Use of Data**

- 6.1 The Club will process your personal data in accordance with the Club's privacy notice which is available on our Website.
- 6.2 The Club may post photographs, images and/or footage of our members on our Website and on the Club's social media channels from time to time. As a member, you consent to your appearance in Club sessions, events and/or other related activities being filmed, photographed, recorded and used by the Club and/or its assignees for the purposes of advertising, publicity and promotion in relation to the Club. If you do not wish to feature in any Club related photographs, footage and/or content, please contact [communications@manchestertriathlonclub.org.uk](mailto:communications@manchestertriathlonclub.org.uk).

## **7. Intellectual Property**

- 7.1 Any and all intellectual property rights and/or goodwill for all purposes which vest in, derive from or are connected to the Club (including its brand, logo and any intellectual property rights in connection with any Club material) are and remain the property of the Club and may not be used by any person (including a member or a coach) without the Committee's prior written consent.
- 7.2 To the extent that any intellectual property rights are generated by and/or derive from the use of any of the Club's intellectual property rights by any person (including a member or a coach), such person hereby assigns such intellectual property rights to the Club with full title guarantee and will do all such acts necessary to effect the same.

## **8. Termination of Membership**

- 8.1 The Club (acting through its elected Committee) reserves the right in its sole discretion to: (i) refuse membership; (ii) suspend membership; and/or (iii) terminate membership in accordance with the Terms.
- 8.2 Your membership of the Club will automatically terminate if:
  - (i) you fail to renew your membership in accordance with the Club's annual renewal requirements;
  - (ii) (where the option is available) you pay for your Gold membership by direct debit and you are two months or more in arrears with any payment due to the Club;

- (iii) you breach any of the Terms and/or any policies of the Club published on the Website from time to time;
- (iv) notwithstanding Condition 8.2(iii), you are in continuous breach of any of the general conduct and health and safety requirements of the Terms;
- (v) you are suspended or barred (on an interim or permanent basis) from any triathlon activity pursuant to the rules and regulations of British Triathlon (including the British Triathlon Safeguarding and Protecting Children Policy and/or the British Triathlon Anti-Doping Rules);
- (vi) you act in any manner which brings the Committee/Club into disrepute pursuant to Condition 3.2; or
- (vii) in the reasonable opinion of the Committee, you misuse your membership in any manner.

8.3 In the event your membership is suspended or terminated for any reason, the Club will have no liability to refund your membership fees or pay any other compensation to you in connection therewith. In the event of a suspension, the Committee may decide in its discretion to lift such suspension when it considers it is appropriate to do so.

8.4 The Club will never refuse an application for membership on discriminatory grounds, whether in relation to ability, age, race, gender, ethnicity, religion, disability and/or sexual orientation. The Club may refuse membership only for good and sufficient cause, such as conduct or character likely to bring the Club and/or sport into disrepute.

8.5 Where your membership of the Club has been refused, suspended or terminated, you must immediately cease to hold yourself out as being a member of the Club and you are not entitled to use any of the benefits of membership (for the avoidance of doubt, you are no longer permitted to attend any Club training sessions with immediate effect).

## **9. Limitation of Liability**

9.1 You are responsible for your own personal property during Club training sessions and events and the Club accepts no liability for damage or loss to your property that may happen at any premises or location used by the Club.

9.2 As set out above in the Terms, participation in Club training sessions and events is at your own risk.

9.3 Subject to Condition 9.6 of these Terms, the Club shall not be liable to any member and/or to his/her heirs, successors and/or dependents whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise for any: (A) (i) loss of profits; (ii) loss of business; (iii) anticipated savings; (iv) loss of earnings; (v) loss or damage of or to personal equipment belonging to any member; and/or (vi) any kind of physical, mental or other loss or damage of whatsoever nature (whether in each case of (i) – (vi) arising directly or indirectly); and/or (B) any indirect or consequential loss or damage whatsoever arising out of membership of the Club and/or any other matter arising under the Terms.

- 9.4 In addition, the Club shall have no liability whatsoever for any event or competition entered into by a member or activity undertaken by a member whether related to triathlon or otherwise (including any event/competition/activity recommended by another member or the Club).
- 9.5 Subject to Condition 9.6, the Club's total aggregate liability to any member arising out of or in connection with membership of the Club and/or any other matter arising out of or in connection with the Terms will not exceed an amount equal to the membership fee the member has paid in the relevant year pursuant to the Terms at the time of such liability arising.
- 9.6 Nothing in the Terms excludes or limits the Club's liability: (i) for death or personal injury caused by the Club's negligence, or (ii) to an extent greater than is permitted by law.

## **10. General**

- 10.1 The Committee reserves the right to suspend, cancel and/or alter the time and venue of any Club training session and/or event. In such case, the Committee will make every effort to provide as much notice as possible to members.
- 10.2 The Terms may be revised from time to time and the latest version will be available on the Website. Any amendments will be effective once the revised Terms have been posted on the Website.
- 10.3 In addition to the Terms, all members agree to be bound by:
- (i) any Club policies put in place by the Committee from time to time and published on the Website;
  - (ii) the rules and regulations of British Triathlon and Triathlon England from time to time (including any event/competition rules and anti-doping rules); and
  - (iii) the rules and regulations of any other national governing to which the Club is affiliated (such as Swim England, British Cycling and England Athletics) to the extent such organisations' rules and regulations apply to members of the Club.
- 10.4 If any provision of the Terms is held to be invalid or unenforceable, in whole or in part, the Committee will prepare in good faith an amendment to that provision to make it valid and legal. The validity and enforceability of the remainder of the Terms will not be affected.
- 10.5 Any failure by the Club to exercise any right or remedy under the Terms or at law does not constitute a waiver of that right or remedy. No partial exercise by the Club of a right or remedy under the Terms or at law does not prevent further exercise of that right or remedy or the exercise of any other right or remedy.
- 10.6 References in the Terms to "include" and "including" are to be construed without limitation.
- 10.7 The Terms do not create or confer any benefit or right enforceable by any third party who is not a member whether under the Contract (Rights of Third Parties) Act 1999 or otherwise.

- 10.8 The Terms are governed by English law and will be construed in accordance with the laws of England. Any dispute arising under or in connection with the Terms will be subject to the exclusive jurisdiction of the English courts.
- 10.9 If you have any query in connection with the Terms, please contact [chair@manchestertriathlonclub.org.uk](mailto:chair@manchestertriathlonclub.org.uk).