

# **Terms and Conditions**

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### **Document Control**

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## Introduction

This brief document outlines the Terms and Conditions for Belmont City Football Club (the Club) which applies to all members of the Club.

By becoming a member of Belmont City Football Club, all members are accepting the Club Terms and Conditions outlined herein. The Club reserves the right to warn, suspend, or terminate the membership of any of its members deemed to be in breach of its Terms and Conditions.

## General

- 1. You are registering with the Belmont City Football Club Inc, as a member of Football West and must abide by **all rules, regulations and policies of Football West (FW) as well as those of the Club**.
- 2. You must have read and agree to abide by the **Club Constitution**.
- 3. You must have read and agree to abide by the **Club Code of Conduct**.
- 4. You must have read and agree to abide by the Club Social Media Guidelines.
- 5. You agree to allow photographs of you to be used by the Club in print and online media. Should you wish to opt out, you should inform the Club Management Committee (or the Club Secretary) in writing.
- 6. You will make every effort to complete your responsibilities to ensure the smooth running of the Club.
- 7. You shall commit to making all reasonable efforts to attend and participate in training and match days for the benefit and development of the entire team and the Club.
- 8. You will assist with team and Club duties as requested, and assist in fundraising activities from time to time. Team duties may include, but are not limited to:
  - a. Assisting with setting up training sessions and games.
  - b. Attending training sessions and games as requested and where possible; even when its not for your preferred choice of team.
  - c. Listening to Coaching staff and club officials and assisting other team members.
  - d. Keeping the Club, and its facilities, clean, tidy and secure.
  - e. Assisting the club and your team with maintenance tasks as/when requested and where possible.
  - f. Encouraging all members of the club to carry out their duties.
- 9. You will agree that personal information, collected by the Club for the primary purpose of membership requirements, may also be shared with the Club Sponsors for marketing purposes. You will note that this would be limited to email and/or phone numbers only. Should you wish to opt out, you should inform the Club Management Committee (or the Club Secretary) in writing.

## **Registration Fees**

You will agree that:

- 1. The full registration fee for the season (as decided by Club Management Committee at the AGM), **MUST** be paid in full before player registration is confirmed/approved by the Club.
- 2. The Club may consider payment plan options at their discretion (such as AfterPay or staggered payments). Payment plans must be agreed in writing with the Club Management Committee before registration is confirmed.
- 3. If after a payment deadline has passed and/or payment plans are not adhered to, the Club Management Committee may take action to suspend a member from playing with the club until such time as outstanding fees up to date (See 9). This will always be a last resort and would only happen if previous communications with members have been ignored. This is also applicable to Kidsport funding, where any remaining balance owed is not received by the club by the deadline.
- 4. No registration refunds will be given after a player has been registered and allocated to a team and has played an official match in FW competitions. Exceptions may apply at the sole discretion of the Club Management Committee.
- 5. A partial refund may only be given at the discretion of the Club Management Committee in exceptional circumstances e.g. injuries etc. Any refund will exclude unrecoverable costs such as clothing and the FFA /FW component of the registration.
- 6. No refunds will be provided if player membership is revoked due to breaching the Club Codes of Conduct or the Terms and Conditions (see also Suspensions, Fine and Bans section).
- 7. Any players owing money from previous seasons will not be placed in teams for the current/future seasons and the Club will inform FW of non-payment which will affect registration at an alternative club.
- 8. The decision to suspend player(s) from participating can only be <u>proposed</u> by the Club Treasurer in consultation with the team coach and will have to be <u>approved</u> by the Club Management Committee. The player(s) will be contacted, in writing, at least 24 hours before the next game and informed of the decision; the players coach will also be advised at the same time.
- 9. The player(s) may only be allowed to play again once they have fulfilled the agreed requirements for payment as recommended by Club Treasurer and approved by the Club Management Committee.

# Health and Safety

- 1. Players should only undertake activity to a level which reflects their physical capabilities and every individual is responsible for monitoring their own physical condition; the Club cannot be held responsible for any injuries or illnesses which may be suffered whilst training / playing.
- 2. Appropriate safety equipment must be worn by each player at all times when playing. Should players not adhere to this, they will not be allowed to play until such time as they comply.
- 3. Shin pads must be worn at all times during any game, this includes goalkeepers.
- 4. Members should be aware that playing soccer, training to play soccer, and participating in any activity carried out by the Club, are activities that inherently involve risk and that in undertaking these activities members and players do so at their own risk. The Club takes no responsibility for any accident or injury suffered to any persons during use of the sites and/or surrounding facilities.
- 5. Club members should understand that the Club carries only basic player's insurance (provided through registration with FW) and that it is their responsibility to arrange additional insurance cover if needed. The Club recommends that every player takes out their own private health insurance including ambulance cover.
- 6. Although players may be covered by the FW Insurance (please contact FW More information found at www.footballwest.com.au/clubs/insurance), the Club will not be liable for any cost not covered by the FW insurance that shall be for the account of the players.
- 7. Club members must note that FW Insurance cover only commences once a registration request is confirmed / approved by the Club and not when submitted by the member. If unsure, it is the members responsibility to clarify the status of registration with the club Registrar.
- 8. Members agree, as a condition of their admission, to waive and release the Club and it's members from all liability whether in respect of injury, damage or loss or otherwise (howsoever caused) to themselves or any other person, and whether that injury, damage or loss arises out of membership of the Club, playing soccer, observing soccer, learning to play soccer and training to play soccer, or negligence or other breach of duty of any nature whatsoever on the part of the Club.
- 9. If a player or guest suffers any injury or illness, the Club strongly advises that they:
  - a. Stop the activity immediately, and carry out necessary first aid; and
  - b. Inform a Club Official immediately who will then take applicable action.

# **Suspensions, Fines and Bans**

- 1. Violations of the Club's Code of Conduct *may* result in the imposition of any of the following sanctions by the Club Management Committee:
  - a. verbal or written warning;
  - b. game(s) suspension;
  - c. partial or full season suspension;
  - d. suspension for a defined period of time; or,
  - e. temporary or permanent banishment, including as a spectator.
- 2. Players and coaches are cautioned that the sanctions imposed for violation of the Code of Conduct are in addition to any disciplinary action which may be imposed by the referee during a game, or FW or FFA.
- 3. If a club member is sanctioned for violating the Code of Conduct, they are NOT entitled to any refund of any monies paid for registration on the team. All monies paid are forfeited by the violator.
- 4. Any member of The Club who physically assaults another person, whether a referee, player or spectator, will have their membership suspended and receive an automatic 1 year suspension from the date of the incident.
- 5. Players who are suspended by FW for disciplinary actions or red cards are personally responsible for payment of all fines and will be ineligible for selection until the fine is paid in full and penalties are served.
- 6. Depending on the nature of the fine or Red card, the Club retains the right to impose additional fines or bans at the discretion of the Club Management Committee.
- 7. Unpaid fines will be carried over to the next season and the member will not be eligible for registration until unpaid fines are paid in full.
- 8. A position in the team will NOT be held if the fine remains unpaid and FW will be notified to ensure the player is not registered at another club while outstanding fees or fines remain unpaid.

## Loss or Damage

- 1. The Club takes no responsibility for any theft, damage or loss of property during use of a site and/or surrounding facilities. Any property brought onto a site is done so at each players/teams' own risk.
- If any lost property is found on any site, it must be handed in immediately to a Club Official. Any items that are handed in can be obtained from the Club whilst the specific site is open. Any lost property is logged by the Club and will be held for a maximum of 4 weeks before being given to charity / disposed of, at the Club's discretion.