

**WESTCLIFF RUGBY FOOTBALL CLUB**  
(formerly Old Westcliffians Rugby Football Club incorporated in 1922)

Issue 1, August 2024



## **Membership Card Terms & Conditions**

### ***1. Introduction***

- 1.1 These terms and conditions (“Membership Card Conditions”) apply to the use of the membership card and discounts and benefits bought with the membership card subject to membership status.
- 1.2 These Membership Card Conditions form a contract between you and WESTCLIFF RUGBY FOOTBALL CLUB.
- 1.3 By checking the “Yes I/We agree” box in the membership card section of the Clubs Membership form you consent and agree to the terms within this document.
- 1.4 WESTCLIFF RUGBY FOOTBALL CLUB shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Membership card Conditions.
- 1.5 WESTCLIFF RUGBY FOOTBALL CLUB may change the Membership card Conditions during the validity of your Membership card. Where possible, WESTCLIFF RUGBY FOOTBALL CLUB will communicate these changes to you by displaying information on our webpage and or notice board.

### ***2. General Conditions of Use of the Membership Card***

- 2.1 The Membership Card is not transferable and you cannot give, lend, or resell. Only the paid member can use his/her Membership Card unless you are a parent or legal guardian of a junior member.
- 2.2 WESTCLIFF RUGBY FOOTBALL CLUB will not issue refunds on unused/unwanted Membership cards, or extend their validity period.
- 2.3 You cannot enjoy discounted prices unless you have your Membership Card with you and that the membership for the season has been paid in

full.

- 2.4 Membership card discounts cannot be used in conjunction with any other discounts or club offers.
- 2.5 If you fail to comply with condition 2.1 WESTCLIFF RUGBY FOOTBALL CLUB reserves the right to charge you the full non-member prices.
- 2.6 Fraudulent applications and fraudulent use of Membership Cards and services at WESTCLIFF RUGBY FOOTBALL CLUB may lead to criminal prosecution.

### ***3. Replacing Your Lost, Damaged or Stolen Membership Card***

- 3.1 If you lose or damage your Membership card or it is stolen, you can apply for a replacement from the Clubs Membership Secretary. Current contact information can be found on the Clubs website: [Membership – Westcliff Rugby Football Club \(westcliffafc.co.uk\)](http://westcliffafc.co.uk)
- 3.2 You will only be issued with one replacement in any 12 month period, and you will need to pay a £5.00 administration fee, unless your Membership card was stolen and you have a crime reference number or documentation issued by the Police.
- 3.3 New & Replacement **cards are not available from the Bar**. The Clubs Membership Secretary will process your replacements as quickly as possible so that benefits can then be claimed. Please note, benefits are not available without your membership card.
- 3.4 WESTCLIFF RUGBY FOOTBALL CLUB will not tolerate any rude or abusive behaviour towards its volunteers/Staff. Poor behavior may delay the re- issue of the membership card and may also trigger disciplinary proceedings, or Termination of Membership Card.

### ***4. Conditions of Use of the Membership Card***

- 4.1 You must become a member of WESTCLIFF RUGBY FOOTBALL CLUB and be issued with this Membership card, unless you qualify under condition 4.2
- 4.2 If you are a Youth or Mini, you may apply for Youth/Mini membership. Your parent/guardian will be issued your card and will be allowed to use the card and gain benefits on your behalf.

## 5. *Personal Information and Privacy*

5.1 Introduction - WESTCLIFF RUGBY FOOTBALL CLUB needs to collect information from you. By using these services or providing us with information you consent to the collection, use and transfer of your information under the terms of this policy.

### 5.2 Personal Information Collected

#### 5.2.1 Active Collection of Information:

a) Some areas of the 'Membership card' require us to collect and use your information, such as:

- Name
- Email address
- Telephone Number
- Spending habits

### 5.3 How we use your Personal Information

5.3.1 When you supply personal information we will use it for the following purposes:

- To confirm your identity to allow usage of the card
- To contact you in the process of issue of a new card
- To provide you information regarding events, promotions and discounts available to you

5.3.2 We may also use your information:

- a) For internal market research and analysis purposes; and
- b) To carry out survey related activities with you.

5.3.3 We will not share or distribute any of the information you provide to us to unaffiliated third parties, unless required to do so by law.

5.3.4 We will only collect and use your information for the services to be provided and the duration required for the provision of the services. We may need to retain the information for a six month period of time after the end of the services.

### 5.4 Sharing of Information

5.4.1 The information you provide to us may need to be accessed by our staff, approved volunteers, Committee Members or a third party company who are employed by the Club to provide marketing and social media support. Third Parties will have to abide by our own privacy policy.

5.4.2 Where you will have consented to receive such services we will use your information for the purpose of:

- a) Providing the services and customer service assistance;
- b) Marketing services; and
- c) Advertising

5.4.3 We will only have access to the information needed to perform the relevant service and may not use your information for any other purpose. We will also be required to use your information strictly in accordance with data protection laws, including maintaining adequate security measures to protect such information.

## 5.5 Data Security

We, at any time, may employ administrative, electronic and physical security measures to ensure that the information that we collect about you is protected from access by unauthorised persons and protected against unlawful processing, accidental loss, destruction and damage. By using our website and/or services you acknowledge and agree that, except to the extent required by the Data Protection laws, we shall not be responsible for any unauthorised use, distribution, damage or destruction of personal data. We will only retain your information for a reasonable period or as long as is required by law.

We may link you to third party websites which have their own privacy policies. We do not accept any responsibility or liability for the privacy policies, content or security of these websites.

## 5.6 Changes to this Privacy Policy

There may be changes in how we use your data. All such changes will be notified to you by updating this Privacy Policy.

# 6. *Termination of Membership Card*

6.1 WESTCLIFF RUGBY FOOTBALL CLUB may terminate use of the 'Membership card' at any time.

6.2 Upon any termination,

- a) The rights and licenses granted to you herein shall terminate; and
- b) You must cease all use of the membership card;

# 7. *Limitation of Liability*

7.1 In no event will WESTCLIFF RUGBY FOOTBALL CLUB be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the club by your

Membership status, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise.

- 7.2 WESTCLIFF RUGBY FOOTBALL CLUB is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the 'Membership' and our website.
- 7.3 Nothing in these terms and conditions shall exclude or limit WESTCLIFF RUGBY FOOTBALL CLUB liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.
- 7.4 WESTCLIFF RUGBY FOOTBALL CLUB accepts no liability for the content of any third party content advertised on the 'Membership card' or any transactions made by you in respect of such content.

## ***8. Disclaimer of Warranties***

To the maximum extent permitted by law WESTCLIFF RUGBY FOOTBALL CLUB hereby disclaims all implied warranties with regard to the 'Membership card'. The 'Membership card' and software are provided "as is" and "as available" without warranty of any kind.