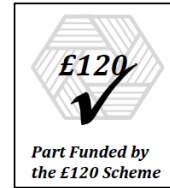




**OSHWAL ASSOCIATION OF THE UK**  
**REGISTERED CHARITY No. 267037**  
**ReActive8**  
**TERMS AND CONDITIONS**  
**SEPTEMBER 2023 - JULY 2024**



## 1. DEFINITIONS

In these terms and conditions, the following definitions shall apply:

“OAUK” means the Oshwal Association of the UK.

“Club” means the OAUK North West Area Sports and Leisure Club.

“Under 8 Member” means an applicant who is under 8 years of age.

“Under 11 Member” means an applicant who is under 11 years of age.

“Under 14 Member” means an applicant who is under 14 years of age.

“Under 18 Member” means an applicant who is under 18 years of age

“Adult Member” means an applicant who is 18 years of age.

“Agreement” means a contract between the Club and the member.

“Centre” means the Harrow Leisure Centre.

“Club Officer” means any member of the Club Sub-Committee authorised to undertake any activity relevant to the club.

“Facilities” means equipment and activity areas as provided by the centre and available for club use.

“Volunteer” means any person authorised by the club sub-committee to undertake a specific activity relevant to the club.

## 2. MEMBERSHIP ELIGIBILITY

2.1 - Any Applicant aged 16 or over must be a life member of OAUK.

2.2 - Any Applicant under the age of 16 is eligible for membership if one or both his or her parents are life members of OAUK.

2.3 - The Club may, at its sole discretion, make an exception to the requirement under 2.2 above in the event that one of the parents may have died or if the parents have been separated or divorced. The Club may ask for such documentary evidence as it shall consider necessary.

2.4 - The Club may, at its sole discretion, allow an Applicant to join on a probationary period whilst the Applicant and/or his or her parents become life members of OAUK and impose such conditions to membership as they consider necessary. In the event that the Applicant and/or his or her parents fail to provide evidence of life membership within 28 days of the date of their Application, the Applicant shall no longer be permitted to attend the Club. If fees paid yearly then any fees paid shall be refunded after the deduction of one term's fees and an additional sum of £50.

## 3. MEMBERSHIP FEES

3.1 - Membership fees are payable soon after submitting the application form. A unique payment link will be emailed to you and you must ensure that the payment is made within 24 hours of receiving the link. Please note: making a payment does not necessarily mean acceptance to the club. In the event the application is rejected a full refund will be made.

3.2 - The fees are payable regardless of the Applicant's level of usage of the facilities.

3.3 - A separate fee will now be payable by participants in the annual sports day.

## 4. USE OF FACILITIES

4.1 - The Club shall use its best endeavours to ensure that the facilities and sports advertised are available as per the timetable set by the Club from time to time. However, the use of facilities shall at all times be subject to availability, subject to presence of volunteer/supervisor and subject to the Applicant's type of membership.

4.2 - The Applicant is not allowed to take part in any activities and/or facilities provided for by the Centre, other than those offered by the Club, whilst at the Centre during times that the Club is operating.

## 5. CLUB'S REGULATIONS

5.1 - The Applicant, or in the event that the Applicant is under the age of 18, the Applicants' parents, shall at times ensure that the Applicant complies with the Club's Regulations which may be amended by the Club at its sole discretion from time to time.

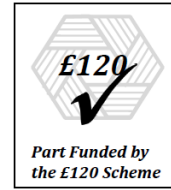
5.2 - It is expressly agreed that failure by the Applicant to comply with the Club's Regulations can result in termination of the Applicant's membership from the Club. In such an event no refunds will be made in part or full.

## 6. CHANGE OF MEMBER'S DETAILS

6.1 - You must give us in writing any change of personal details and circumstances relevant to your membership including health.



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## 7. TERMINATION AND SUSPENSION OF MEMBERSHIP

### 7.1 - TERMINATION BY YOU

7.1.1 - You cannot terminate a Term Membership.

7.1.2 - You may terminate a Yearly Membership by giving not less than one full term's notice. The following refund will be payable: -

Notice Given in Term	Amount of Refund
Term 1	1/3rd of the Annual Fee
Term 2	1/4th of the Annual Fee
Term 3	No refund

### 7.2 - TERMINATION BY US

7.2.1 - We may terminate a Membership if the Applicant, or in the case of Under 8 or Under 11 or Under 14 or Under 18 Members', the Applicant and/or his parents fail to comply with the Club's Regulations or if the Applicant, or Member acts in a manner that may cause any offence, distress, harm, and risk to other club members, club officers, volunteers, the general public or themselves. Issue of a written notice shall be solely at the discretion of the Club and the Club shall be entitled to terminate the Membership forthwith at its' sole discretion. No refund will be given if the Membership is terminated for reasons set out in this clause.

7.2.2 - We may terminate a Membership if the Applicant fails to take part in any relevant activities for a period of 3 sessions/weeks, or fails to attend 3 sessions in a term, regardless of whether or not there is a justifiable reason. If your child is not attending, please email us with the reason for non-attendance. In addition, we may also terminate a Membership if the Applicant fails to actively participate in the sports facilities and games available. In the event that the Membership is terminated for reasons set out in this clause, the following refund shall be payable: -

Notice Given in Term	Amount of Refund
Term 1	1/3rd of the Annual Fee
Term 2	1/4th of the Annual Fee
Term 3	No refund

## 8. INDEMNITY AND LIABILITY

8.1 - The Applicant, or in the case of Under 8 or Under 11 Members' the Applicant's parents, shall at all times be responsible for looking after the Applicant's belongings and ensuring the personal safety of the Applicant whilst the Applicant is in any unsupervised area of the Centre (which shall include the corridors of the Centre, but not limited to) and OAUk, the OAUk North West Area Committee, the Club, the Club officers, Volunteers, and any other persons connected to providing services in the functioning of the Club will not be liable to you for any injury, loss or damage suffered or theft of any personal items.

8.2 - You agree to fully indemnify from any liability whatsoever resulting in any injury, loss or damage suffered as a result of your actions or the actions of the Applicant.

## 9. JURISDICTION

9.1 - This Agreement is governed by and interpreted under English Law.