



## Marist Auckland Water Polo Incorporated Terms & Conditions

### 1. About These Terms

Marist Auckland Water Polo Club Incorporated is a not-for-profit organisation focused on promoting and developing the sport of water polo. The Club supports and encourages strong family values, including developing confidence in the water, improving water safety, instilling values of dedication, discipline, and reward for hard work, motivating the community to keep active and healthy, encouraging people of all shapes and sizes to have a healthy body image, connecting people to build local community, supporting the development of water polo in the greater Auckland area and beyond, and giving children skills of mental toughness that can be applied for success in life.

- 1.1. These Terms & Conditions ("Terms") apply to all members of Marist Auckland Water Polo Club Incorporated (the "Club"), including players, coaches, managers, volunteers, and supporters.
- 1.2. These Terms are made by the Committee pursuant to its powers under clause 13.1 of the Constitution of the Marist Auckland Water Polo Club Incorporated (the "Constitution") and are binding on all members of the Club.
- 1.3. By registering with the Club, each member acknowledges that they have read, understood, and agree to be bound by these Terms, the Constitution, and all Club policies.

### 2. Club Policies & Conduct

- 2.1. At all times when representing the Club, players, coaches, managers, and registered supporters must abide by all Club policies. This includes during training, tournaments, travel, and league competitions.
- 2.2. Club policies are available to view on the Club website ([www.maristwaterpolo.org.nz](http://www.maristwaterpolo.org.nz)). The Committee reserves the right to amend and add to these policies from time to time. The current list of policies includes, but is not limited to:
  - Club Guidelines (including Guidelines for Coaches, Players, Parents)
  - Health and Safety Policy
  - Children and Young People Safeguarding Policy
  - Privacy Policy
  - Bullying and Harassment Policy
  - Selection Policy
  - Playing Up Policy
  - Concussion Guidelines and Protocol
  - Enquiries/Complaints Process
  - Photographs and Video Consent
- 2.3. All members shall promote the interests and objects of the Club and shall do nothing to bring the Club into disrepute.
- 2.4. Breach of these Terms, the Constitution, or any Club policy may result in exclusion from the Club without refund, in accordance with clause 14 of the Constitution.

### **3. Registration, Invoicing & Payment**

- 3.1. Registration costs and training fees are as set by the Committee and shown in the Club's membership system.
- 3.2. Payment of fees is compulsory before players may be allowed to train with or represent the Club. A strict "no pay, no play" rule applies. In respect of any season, training fees are payable prior to: (a) in respect of 50%, the date on which training commences; and (b) in respect of the remaining 50%, the date on which trials commence. If no trials are to be held in any season then 100% of training fees are payable no later than the date on which training commences for that season.
- 3.3. The Club's operational costs mean it is not able to offer family or sibling discounts. Players participating in multiple age groups will be charged in accordance with the Playing Up Policy.
- 3.4. Training schedules and session numbers may vary throughout the year depending on pool availability and competition seasons.
- 3.5. All fee structures are reviewed annually and may change from time to time at the discretion of the Committee.
- 3.6. Any member whose subscription is in arrears may be suspended from membership and from taking part in the activities of the Club, as set out in clause 4.4 of the Constitution.

### **4. Financial Hardship**

- 4.1. Members experiencing financial hardship are encouraged to contact the Club Secretary, their Age Group Coordinator, or the Club Treasurer in writing to discuss a payment plan or to apply for assistance via the Marist Hardship Fund.
- 4.2. Applications to the Hardship Fund are confidential and will be assessed in accordance with the Marist Hardship Fund policy. The fund is discretionary and may provide assistance with training fees, uniform costs, and tournament costs.

### **5. Cancellation of Training**

- 5.1. The Club reserves the right to cancel training due to extenuating circumstances. If more than three training sessions are cancelled per term, members will receive a pro-rata credit on their account to reduce future training fees. No refunds will be given for cancelled sessions.
- 5.2. Training fees have been calculated taking into account the fact that some scheduled training days will not take place due to other pool bookings that take priority.

### **6. Refund Policy**

- 6.1. Registration fees are non-refundable.
- 6.2. All requests for training fee refunds must be made in writing to the relevant Age Group Coordinator or Club Secretary, to be considered by the Committee at their next meeting at the sole discretion of the Committee. Refunds or credits may be considered in exceptional circumstances (e.g., serious injury, relocation), at the sole discretion of the Committee.

### **7. Tournament & Travel Participation**

- 7.1. Members participating in tournaments, tours, or travel events organised by or through the Club acknowledge that additional conditions may apply, including travel consent forms, medical declarations, and additional payments specific to those events.
- 7.2. Selection for tournament teams is governed by the Club's Selection Policy.

### **8. Merchandise Returns**

- 8.1. Any merchandise returns must be in original packaging and unopened. Refunds will be less a \$25 + GST handling fee.

## **9. Health, Safety & Risk Acknowledgement**

- 9.1.** The Club takes all reasonable steps to provide a safe environment for all members. The Club's Health and Safety Policy, Hazard and Risk Register, Concussion Guidelines and Protocol, and Sun Screen Guidelines set out further detail on how the Club manages health and safety risks.
- 9.2.** Members acknowledge that participation in water polo and related activities carries inherent risks of physical injury, and they participate at their own risk. The Club accepts no liability for personal injury, loss, or damage suffered while participating in Club activities, except as required by law.

## **10. Medical Information**

- 10.1.** It is the responsibility of each member (or their parent/guardian) to identify and disclose to the Club any medical condition, injury, allergy, or other health-related matter that may need to be known by their coach or team manager, as set out in the Club's Hazard and Risk Register.
- 10.2.** Members (or their parent/guardian) must ensure that the relevant team manager and coach are advised for each age group in which the member participates.
- 10.3.** All medical information will be treated confidentially and used solely for the purposes of member safety, in accordance with the Club's Privacy Policy and the Privacy Act 2020.

## **11. Safeguarding & Child Protection**

- 11.1.** The Club is committed to providing a safe environment for all members, particularly children and young people. The Club's Safeguarding Policy sets out the Club's safeguarding principles, safe recruitment practices, police vetting requirements, communication guidelines, and reporting procedures.
- 11.2.** All members are expected to be familiar with and comply with the Safeguarding Policy.

## **12. Media, Photography & Promotion**

- 12.1.** By registering, members consent to the Club and tournament organisers (including NZWP) taking and creating photographs and videos of them while participating in Club activities and using and publishing those photographs and videos for promotional purposes on their own website or social media platforms, as set out in the Club's Photographs and Video Consent document.

## **13. Privacy & Communications**

- 13.1.** The Club complies with the Privacy Act 2020. The Club's Privacy Policy (available on the Club website) sets out how the Club collects, uses, discloses, and protects personal information.
- 13.2.** Members have the right to access or correct their personal information at any time by contacting the Club at [administrator@maristwaterpolo.co.nz](mailto:administrator@maristwaterpolo.co.nz).

## **14. Complaints & Enquiries**

- 14.1.** Any concerns, complaints, or enquiries should first be raised with the relevant team manager. If the team manager is unable to resolve the matter, it should be escalated to the Age Group Coordinator or Club Captain. If the matter remains unresolved, it may be referred in writing to the Club Secretary for consideration by the Committee.
- 14.2.** This process is set out in further detail in the Club's Enquiries/Complaints Process document, available on the Club website.
- 14.3.** The procedures set out in clause 14 of the Constitution apply to all complaints and discipline matters.

## **15. Interpretation & General**

- 15.1.** In the event of any inconsistency between these Terms and the Constitution, the Constitution prevails.

**15.2.** These Terms may be amended by the Committee at any time. Amendments take effect upon publication on the Club website.

**16. Policy Review**

**16.1.** These Terms are reviewed annually by the Committee and may be updated from time to time. The most current version will always be available on the Club website.