



MEMBERSHIP TERMS of REFERENCE

TERMS and CONDITIONS SARK SPORTS CLUB MEMBERSHIP 2023/4

Applications must be made on the appropriate form available online at www.sarksportsclub.com or from the Sark Sports Club Hon. Secretary.

The membership application period will close on the 30th May 2023.

- Incomplete, illegal, misdirected, and late applications may not be accepted, and Sark Sports Club takes no responsibility for applications delayed, incomplete or lost for technical reasons or otherwise.
- Only one application for club membership maybe made by any one person.
- Application for membership of the Sark Sports Club is accepted at the absolute discretion of the Sark Sports Club Executive Committee, La Corderie, Sark, Guernsey, GY10 1SE. The decision of Sark Sports Club is final and no correspondence will be entered into.
- On acceptance for membership the subscription fee is payable to Sark Sports Club and is non-refundable. The benefits of the chosen membership will commence once the fee has been received in cleared funds by Sark Sports Club.

Your data is important to us, and we're committed to protecting it. We encourage you to read our Data Protection Policy to understand what this mean for you.

The Sark Sports Club name and logo and any reference to, or use of the Sark Sports Club brand and/or the club, by the member shall be appropriate, in the opinion of the Sark Sports Club, and shall not be used, published, or circulated by any Member without prior written approval of Sark Sports Club's Executive Committee. All intellectual property rights arising from or in relation to the Club membership are vested in and remain vested in Sark Sports Club and shall not pass to or be otherwise licenced or exploited by or on behalf of any Members or any other person without the prior written approval of the Sark Sports Club. Sark Sports Club do not accept any responsibility for any damage, loss, injury, or disappointment suffered by any member whether as a result of membership or as a result of accepting or failure to accept or use any benefits of membership.

In the event that for whatever reason Sark Sports Club are unable to deliver any of the membership rights detailed in these terms and conditions Sark Sports Club may at its discretion substitute alternative rights in the nature of the membership rights to an equivalent value without penalty.

Each member agrees:

- That they will pay the fee;
 - It will use all rights of membership granted at all times in a manner consistent with the good name, goodwill, reputation and image of Sark Sports Club and the Club itself and will not use or allow such rights to be used at any time to discredit or to the detriment of the same;
 - That the benefits of membership and any other items supplied are personal and not transferable, not exchangeable and shall not be sold, assigned, or transferred and shall not be purchased or obtained from or through any person other than directly from Sark Sports Club. That it shall neither use nor permit its membership to be used other than in a proper and lawful manner and will neither cause nor permit any disruption or any nuisance, annoyance, or inconvenience to Sark Sports Club.
 - Sark Sports Club shall have no liability for the acts or omissions of members, their employees, agents, representatives, or guest.
 - If any member fails to comply with its obligations under these terms and conditions or the reasonable instruction of Sark Sports Club in relation to membership, Sark Sports Club may forthwith on notice given in writing to the member by hand or sent by post to the last known address terminate membership and all rights granted, without obligation to refund the whole or any proportion of the fee, and with no other obligation or liability to the member in respect of such termination.
 - Failure to enforce any of these terms and conditions shall not be deemed or construed to be a waiver of such term and condition at the relevant time or for the future or for any subsequent breach thereof.
 - Nothing in these terms and conditions shall be construed as creating an association partnership, joint venture, or relationship of agency or employment between Sark Sports Club and any of the members.
 - These terms and conditions shall constitute the entire agreement between the parties with respect to the subject matter hereof, and shall supersede any and all prior agreements, representations or understanding between the parties, whether written or oral.