



University of Malta Rowing Club
KSU Office, Student House
University of Malta
Msida. MSD 2080

General Terms

University of Malta Rowing Club

Last updated:	1 st March 2022
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1. General Terms

(A) The University of Malta Rowing Club or the “Organisation” means The University of Malta Rowing Club of KSU Office, Student House, University of Malta, Msida, MSD2080 bearing voluntary organisation number VO-1358.

(B) “Member” means the person(s) named in the Application Form.

(C) “Membership” means membership of the Organisation in accordance with the terms and conditions set out herein.

(D) “Equipment” means all University of Malta Rowing Club equipment .

(E) “Membership Period” means a fixed term of the Membership.

(F) “Membership Fees” means the fees due by the Member in consideration for Membership of use of University of Malta Rowing Club equipment.

(G) “Code of Conduct” means the rules and regulations which apply to the operation of the Club and the conduct of the Members available on becoming a member and which may be varied from time to time.

(H) “Application Form” means the University of Malta Rowing Club application form attached to these terms and conditions.

2. Membership is subject to these terms and conditions as may be amended by the Organisation from time to time on reasonable notice.
 3. All terms and conditions shall apply to all persons mentioned in the Membership. Membership shall entitle the Member to use the Equipment as set out below.
 4. Submission of the Application Form is an offer to become a member of the University of Malta Rowing Club subject to the terms and conditions set out herein. Membership shall only become effective upon payment by the Member of the Membership Fee. The Organisation reserves the right to refuse, reject or terminate any membership, whether upon application or renewal stage. All information collected by the Organisation from its Members shall be processed in accordance with the Organisation’s Data Protection Policy. The purpose of such processing shall in all cases be limited to membership administration and marketing initiatives to be undertaken by the Organisation for the benefit of its Members.
 5. A Member is entitled to use all the Equipment for the Membership Period provided that the Member is not in arrears in respect of any monies due to the University of Malta Rowing Club or in breach of any of these terms and conditions or the Club Rules.
 6. Subject to these terms and conditions, Membership is available to anyone aged 18 years and over. Provided that Individuals under 18 years of age may apply for Membership subject to producing written parental consent and any additional requirements which the Organisation may request from time to time.
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7. In order to gain access to any of the Equipment the Member must show a valid membership number.
 8. A unique Membership number may only be used by the Member or Members (as applicable) and not loaned to anyone else. Breach of this condition may lead to immediate termination of the Membership.
 9. A Member is required to adhere to Club Code of Conduct at all times. The Club's Code of Conduct is available upon request and displayed on the Club's website. Any changes to the Club's Code of Conduct will be available following such changes being made. Proper gym wear must be worn by the Members when using the Equipment. The use of towels is mandatory when using the Equipment. Towels shall be used by Members at all times and shall not be less than 50cmsx100cms in size. Non-observance of these conditions is tantamount to a breach of these terms and conditions. All weights, dumbbells and accessories shall be put by the Members in their place after use. All Members are required to clean and appropriately disinfect any training machine used in immediately after completing use. Cleaning and disinfection shall be undertaken through the sanitising material provided by the University of Malta Rowing Club. Grunting and posing shall be prohibited at all times.
 10. All Membership Fees are to be paid by the Member or Members (as applicable) prior to the commencement of the Membership Period. Payments in cash or by bank transfer only will be accepted by the Organisation. Membership Fees are non-refundable.
 11. The Member agrees and undertakes that they shall use the Equipment entirely at their own risk and the University of Malta Rowing Club and/or its members and volunteers shall under no circumstance whatsoever be liable for any loss, personal injury or damage sustained by the Member while using the Equipment, or when using any other service provided by the University of Malta Rowing Club and/or its members and volunteers. By agreeing to these terms and conditions, the Member expressly agrees that participation in any physical activity while using the equipment or any other service provided by the University of Malta Rowing
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Club and/or its members and volunteers is voluntary undertaken by the said Member who knowingly assumes all such risks and elects to proceed with the Membership despite all the risks. The Member further acknowledges and agrees to unconditionally release the University of Malta Rowing Club and/or its members and volunteers from any and all liability to the greatest extent allowed or otherwise permitted by law.

12. The University of Malta Rowing Club is not responsible, under no circumstance whatsoever, for any loss of personal items or damage to personal property either at the University of Malta Sports Hall or in the University of Malta parking areas.
 13. It shall be the responsibility of any Member and/or parents or guardians of children under 15 years of age to supervise their children whilst using the University of Malta Rowing Club equipment.
 14. Any Member shall use the Equipment in accordance with the advice provided by any representative of the Organisation and/or notices displayed. A Member must not abuse the Equipment and the Member will be responsible for any willful damage or damage caused by negligent use of the Equipment. Members are required to behave in a reasonable and courteous manner so as not to be offensive or cause disturbance. The University of Malta Rowing Club, its staff and representatives have the right to restrict, at any point in time, access to any Member who is deemed or otherwise considered to be unsafe to the other members while using the Equipment.
 15. Membership may be terminated for violation of the Club Rules or for conduct reasonably considered by the University of Malta Rowing Club to be detrimental to the welfare, good order, health and safety and character of the Organisation and its Members. The Organisation reserves the right to retain a proportion of the Membership Fees paid by the Member relating to the use of the Clubs prior to termination and any reasonable cost incurred as a result of the termination.
 16. Members shall not freeze their Membership.
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17. Smoking while using the Equipment or during University of Malta Rowing Club activities is strictly prohibited. Membership allows access and use of the Equipment only. The University of Malta Rowing Club reserves the right to change, add to, reduce or cease any Equipment and to utilise the Equipment for any special events, seminars, tournaments or other activities it may deem desirable upon giving such reasonable notice as possible in the circumstances. Compensation will not be given for such closures. The University of Malta Rowing Club reserves the right to refuse access and use of the Equipment to persons who are or are deemed to be under the influence of alcohol, narcotics or any banned substances.
18. The University of Malta Rowing Club may, on a temporary basis, withdraw use of part of the Equipment at due to the failure of services or for the purpose of undertaking necessary maintenance or repair work or for the replacement of Equipment. Any work will be completed as quickly as practicable. Compensation will not be given for such closures.
19. By submitting this form, the Member expressly consents to the Organisation, using and publishing the Member's and/or image and/or videos (which may contain the Member's image) in any of its publications, websites, and social media platforms and materials (including written, electronic, and multimedia material) for distribution anywhere in the world or on the internet. The Member further acknowledges that upon publication of the above data and media on the internet, the Organisation shall have no further control over its subsequent use and disclosure.
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