



Terms and Conditions of Membership

18/1/2025

1. Definitions

Agreement means your Membership Form and these Terms and Conditions of Membership.

Club means Southside Eagles Football Club Inc. and, as the context permits, the Club's Management Committee, office-holders, members and employees and agents engaged by the Club.

Club Activity means and includes training and/or playing football, attendance at Club events (such as training, games, presentations and fund-raisers).

Governing Bodies means and includes Football Australia and Football Queensland.

Member means you

Membership Fee means the fee set out in the Membership Form that is payable by you as a condition of your membership of the Club in the year of payment.

Membership Form means the application for membership completed by you, to which these Terms and Conditions are attached and/or linked.

Policies means and includes all of the Club's policies and codes posted on the Website and include policies of Governing Bodies.

Property and Facilities means all grounds and/or premises, whether owned or leased by the Club, at which Club Activity occurs and extends to facilities and equipment provided by the Club for the purposes of Club Activity.

Website means www.southsideeagles.com

you/your means the person described in the Membership Form and includes your parent or guardian if you are under 18 years of age.

2. Legally Binding Agreement

- a. Your membership is governed by the Agreement.
- b. We may amend the terms of the Agreement from time to time with reasonable notice to you.
- c. You agree to always abide by the terms of the Agreement and all Policies, as a strict condition of your membership.

3. Term

- a. Your membership, and this Agreement, will commence when the Club receives your Membership Fee.
- b. You are not entitled to train or play until your membership has commenced.

4. Fees and Payment

- a. It is a condition of this Agreement that you pay the Membership Fee either by a lump sum upfront payment prior to the first official match of the year or by direct debit/instalments at a time or times approved by the Management Committee.
- b. If you fail to pay your Membership Fee when due the Club may suspend or terminate your membership.
- c. The Club will not refund your Membership Fee except under exceptional circumstances and approved by the Management Committee. Please refer to Refund Policy located on our website.

5. Your Age, Health and Physical Condition

- a. You must be a minimum age of five (5) years to train or play with the Club.
- b. All persons under the age of 18 years must have a parent or legal guardian to undertake the membership registration process.
- c. You recognize and acknowledge that training for and playing football is a strenuous activity that requires an appropriate level of fitness and carries with it certain inherent risks that cannot be eliminated regardless of the care taken to manage or avoid such risks.
- d. Your health and safety is important to the Club. You must tell us in writing if you are aware of any condition or risk (such as medical conditions or allergies) that may affect your ability to safely participate in any Club Activity before you commence to do so.
- e. You acknowledge and agree that you:
 - i. are physically fit and capable of safely training for and playing football;
 - ii. will seek medical advice if you have any medical or health concerns now or at any time during your membership;
 - iii. will not participate in any activity, or use any equipment if it will adversely affect you and particularly an existing medical condition;
 - iv. will exercise due care having regard to your physical condition and level of fitness.

6. Entry and Use of Property and Facilities

- a. To the extent permitted by law you agree that your participation in Club Activity and use of Property and Facilities is at your own risk.
- b. You acknowledge that the Club will not be responsible or liable for, and you forever release and hold the Club harmless, and waive all rights, in respect of any injury, loss, damage, expense, liability, action or claim suffered or incurred by you in connection with your participation in Club Activity and/or use of Property and Facilities.
- c. You accept that you will be liable for any sanction and/or fines imposed by Football Queensland or Football Australia for any of your, your child's action both on and off the field. This includes any fines imposed for your/your child's behavior as a spectator.

7. Your duty of care

- a. You will at all times exercise care to ensure you do not cause injury or damage to any person or property while participating in a Club Activity.
- b. You indemnify the Club in respect of any loss, damage expense, liability, action or claim suffered or incurred by the Club in connection with your participation in Club Activity and/or use of Property and Facilities.
- c. If you cause damage to any Property and Facilities you are liable to the Club for the cost of repair or replacement.

8. Termination

- a. The Club reserves the right at any time to terminate your membership in the event that you breach or fail or refuse to comply with any term of this Agreement or a Policy.

9. General

- a. Consent to video and photography

By accepting these Terms and Conditions you consent to the Club taking and using video and/or photographic images of you while participating in Club Activity, or which may include you, for the purpose of marketing and promotion (such as, publication in the Club's newsletter, Website or social media platforms).

You understand such video or images may be used without acknowledgement or compensation.

Any such video or images will be stored in the Club's google drive and destroyed within 4 years of the end of your membership.

You (or if you are under the age of 18, your parent) may remove this consent but you must do so in writing to the committee.

b. Code of Conduct

You confirm that you have read the Club's Code of Conduct and will always abide by this.

c. Privacy

The Club is committed to the privacy of your personal information, such as your name, address, contact number, email address, emergency contact information and bank account details (if any) supplied by you . These details help the Club keep in touch with you and communicate important information. The Club will use this information to provide you access to Club Activity and Property and Facilities.

d. The Club may also use your personal information to effect direct debit payments under this Agreement (which may involve providing your personal information to our and/or your financial institution).

By accepting these terms you acknowledge the club will release your information to Football Queensland and Football Australia and/or FIFA as the governing bodies of Football in Australia which is a requirement of participation. The Club will not release your personal information to any other party and for secondary purposes to the extent provided by the Privacy Act 1988 (Cth). The Club will put in place appropriate measures to safeguard your personal information. Any such information will be stored in the Club's google drive or registration platforms and destroyed within 2 years of the end of your membership.

You have a right to know what type of information is held about you and the right to access and correct your personal information.

If you choose not to give the required information, your request for membership and access to Property and Facilities may be denied.

10. Governing Law

This Agreement will be governed by the laws of Queensland.