

## TERMS AND CONDITIONS

### 1. DEFINITIONS:

- 1.1. “the **CLUB**” means the Pretoria Harlequin Hockey Club and/or its owners, coaches, employees, staff members, managers, organisers, officers, agents, service providers, representatives, nominees, umpires, and/or any other persons acting under the control of or on behalf of the Pretoria Harlequin Hockey Club.
- 1.2. “the **PLAYER**” means a person who has been registered as an official member of the **CLUB**.
- 1.3. “the **MINOR CHILD**” means a person under the age of 18 years.
- 1.4. “the **PARENT AND/OR LEGAL GUARDIAN**” means a person who has the necessary authority and legal capacity to act on behalf of the **MINOR CHILD**.
- 1.5. “the **SPORT**” means field and/or indoor hockey offered by the **CLUB**.
- 1.6. “the **ACTIVITIES**” means any social gatherings of any nature whatsoever, team buildings, year-end functions arranged by the **CLUB** throughout the year.
- 1.7. The terms and conditions should be read in conjunction with:
  - 1.7.1. The Player Agreement as amended from time-to-time;
  - 1.7.2. The Payment Plan as amended from time-to-time;
  - 1.7.3. The code of conduct as amended from time-to-time;
  - 1.7.4. The written Indemnity Form as amended from time-to-time; and
  - 1.7.5. Any online Registration Forms as amended from time-to-time.

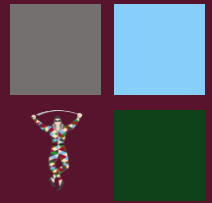
Collectively referred to as the “**TERMS AND CONDITIONS**”.

- 1.8. The **TERMS AND CONDITIONS** shall apply to any and all relationship the **CLUB** has with the **PLAYER** and shall continue to be effective until all rights and obligations of the Parties hereto have been extinguished.
- 1.9. The **TERMS AND CONDITIONS** will constitute the whole agreement between the **CLUB** and the **PLAYER** and can be amended from time-to-time at the sole discretion of the **CLUB**.
- 1.10. The **TERMS AND CONDITIOINS** will be posted on the **CLUB**'s website ([www.harlequinhockey.co.za](http://www.harlequinhockey.co.za)) and it remains the **PLAYER'S** duty to keep him/herself abreast of all changes / amendments made to the **CLUB'S TERMS AND CONDITIONS**.
- 1.11. The **PLAYER** shall be bound by these terms and conditions for the entire duration of the **PLAYER'S** membership with the **CLUB**.



# PRETORIA HARLEQUIN HOCKEY CLUB

Address : 56 Totius Street, Groenkloof, Pretoria  
Tel: 082 854 5852  
Email: harlequinhockey@gmail.com  
Webpage: www.harlequinhockey.co.za



## 2. REGISTRATION AND CLUB MEMBERSHIP

- 2.1. The **PLAYER** must be 14 years or older to qualify to participate in the Senior Hockey section of the **CLUB**, which section participates in the Northern Blues Senior Outdoor League.
- 2.2. Any youth **PLAYER** must be signed up by a parent or legal guardian with the legal capacity and necessary authority to act on the youth **PLAYER**'s behalf.
- 2.3. The **PLAYER** joins the **CLUB** to participate in the Sport and/or any of the activities offered by **CLUB** at his/her own free will.
- 2.4. The **PLAYER** is required to exercise reasonable care and skill when playing the Sport and/or taking part in the activities and to ensure that he/she plays within the rules of the game to prevent injury to him/herself and to any other third party.
- 2.5. The **PLAYER** is automatically registered as an official member of the **CLUB** after the **PLAYER** has either registered online by completing the club membership registration form or 7 days after the publication of the Harlequin Teams on WhatsApp group based on their registration and/or participation at Club Trials.
- 2.6. The **PLAYER** is bound by the **TERMS AND CONDITIONS**, as amended from time-to-time, from the date on which he/she has completed any online registration form(s).

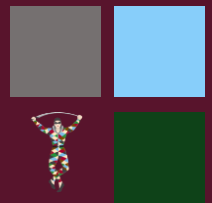
## 3. CANCELLATION OF MEMBERSHIP

- 3.1. Once the **PLAYER** is registered as an official member of the **CLUB**, he/she cannot cancel his/her Membership with the **CLUB** unilaterally.
- 3.2. The **PLAYER** is required to send a formal request for cancellation of his/her Membership to the **CLUB** in writing to [harlequinhockey@gmail.com](mailto:harlequinhockey@gmail.com), which request should be accompanied by his/her brief reason(s) for wanting to cancel his/her Membership. **NO WhatsApp communication will be accepted in respect of cancellation of a PLAYER's membership with the CLUB.**
- 3.3. The **PLAYER**'s Membership with the **CLUB** can only be cancelled at the sole discretion of the **CLUB**'s Executive Committee.
- 3.4. The **CLUB**'s Executive Committee shall consider a request for the **PLAYER**'S Membership to be cancelled and the outcome of their decision will be communicated to the **PLAYER** in writing within ten days from the date on which the **CLUB** has received the **PLAYER**'s notification of cancellation as aforesaid.
- 3.5. Should the **PLAYER** not receive feedback from the **CLUB** within ten days as aforesaid, he/she should send a follow up email and escalate the matter to his/her designated Team Manager.



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- 3.6. Pending the outcome of the **CLUB's** Executive Committee's decision, the **PLAYER** will remain liable for the full Membership fees, notwithstanding the date on which the **PLAYER** has sent his/her request for his/her Membership to be cancelled, unless the **CLUB's** Executive Committee has agreed to award a discount to the **PLAYER**, which decision will be communicated to the **PLAYER** in writing.

## 4. CLUB TRIALS

- 4.1. It is the **PLAYER's** responsibility to ensure that he/she register in time for trials.
- 4.2. Once a **PLAYER** has been selected for a team, the **CLUB** registers him/her with the Northern Senior Outdoor League and with SAHA, which registrations has direct financial implications on the **CLUB**, therefore persons being successfully selected for a team and who receive notification thereof will be held liable for the full membership fees for the relevant year should he/she fail to cancel their membership with the **CLUB** within seven days from the date on which the team has been published.
- 4.3. It is recommended that new players / members should attend at least two rounds of trials.
- 4.4. The **CLUB** will appoint the necessary selectors at its sole discretion.
- 4.5. The venue for trials will be communicated to the **PLAYER** and all prospective **PLAYERS** on the **CLUB's** website.
- 4.6. The **CLUB** does not accept any liability whatsoever in respect of any damages, claims, loss, or damage, including but not limited to personal injury and/or death, and/or other harm caused, and/or any loss, damage, destruction, or theft of any of the **PLAYER's** property, whilst the **PLAYER** is attending trials.
- 4.7. The **CLUB** does not guarantee that Medics and/or qualified First Aiders will attend the club trials and the **PLAYER** takes part in the trials at his/her own risk, fully knowing that the attendance of Medics and/or qualified First Aiders might not be appointed / stationed / present during club trials.

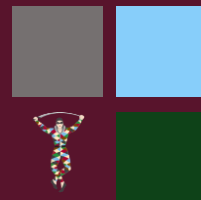
## 5. TEAMS

- 5.1. **PLAYERS** will be selected for teams at the sole discretion of the **CLUB** and its appointed selectors.
- 5.2. The **CLUB** do not guarantee the **PLAYER** any / equal / specific game-time during any league matches.
- 5.3. The **PLAYER** remains liable for the full Club Affiliation Fees, notwithstanding the amount of league matches played by the **PLAYER** and further notwithstanding the amount of training sessions presented by the **CLUB** during the season.
- 5.4. The **PLAYER** is required to attend as many practices as reasonably possible and shall be required to attend every game that he/she is requested to attend by the **CLUB** and/or the appointed Coach, notwithstanding the game-time that the **PLAYER** will enjoy.



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- 5.5. The Ladies league matches will be played on Saturday afternoons and Men's league matches are played on Sunday mornings (subject to the fixtures provided by the Northern Blues Hockey Association).
- 5.6. The **CLUB** will select the number of players in each team at its sole discretion. **PLAYERS** should not assume that the **CLUB** will select the minimum required players per team.

## 6. CLUB KIT

- 6.1. All **PLAYERS** are required to purchase their own **CLUB** kit and to play every league match in the **CLUB** kit.
- 6.2. **CLUB** kit can be purchased on the **CLUB's** website.

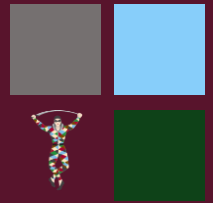
## 7. CLUB AFFILIATION FEES

- 7.1. Club Affiliation Fees can be obtained from the **CLUB's** website.
- 7.2. The **CLUB's** affiliation fees exclude the SAHA fees, which fees are payable directly to SA Hockey via the SAHOCKEY App or website ([www.sahockey.co.za](http://www.sahockey.co.za)).
- 7.3. The **PLAYER** becomes immediately liable for all Club Affiliation Fees from the date on which he/she has been registered as an official member of the **CLUB** and will be liable for all Club Affiliation Fees until such time as the Club Affiliation Fees have been settled in full unless the **CLUB** informs the **PLAYER** otherwise and in writing.
- 7.4. Any discount on a **PLAYER's** affiliation fees may be awarded at the sole discretion of the **CLUB's** Executive Committee and the **PLAYER** will remain liable for the full affiliation fees unless advised otherwise in writing and by email by the **CLUB's** Executive Committee.
- 7.5. The **PLAYER** accept the available services offered by the **CLUB** and if the **PLAYER** elects not to take part in / make use of the services / activities offered by the **CLUB**, the **PLAYER** shall still be liable for the full affiliation fees.
- 7.6. The **CLUB** will transmit its Invoice to the **PLAYER** to the **PLAYER's** registered email address. The Invoice shall be payable as per the payment terms noted on the said Invoice.
- 7.7. Should the **PLAYER** dispute any entry on the Invoice issued by the **CLUB**, the **PLAYER** shall do so in writing and within seven days from date of receipt of the said invoice, failing which it shall be deemed that the **PLAYER** does not dispute any entry(ies) contained in the Invoice. All queries on Invoices should be addressed to the **CLUB** in writing by sending an email to [harlequinhockey@gmail.com](mailto:harlequinhockey@gmail.com).
- 7.8. All payments shall be made by the **PLAYER** into the **CLUB's** nominated bank account, the details of which are as follows:



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BANK: FNB  
ACCOUNT HOLDER: HARLEQUIN HOCKEY  
BRANCH: LYNNWOOD, THE GROVE (250045)  
ACCOUNT NUMBER: 5105 0035 852  
REFERENCE: "FEE" YOUR NAME & SURNAME

- 7.9. In the event that the **PLAYER** makes payment by means of an EFT, he/she shall be required to email his/her proof of payment to [harlequinhockey@gmail.com](mailto:harlequinhockey@gmail.com) immediately upon making payment to ensure that his/her payment is allocated immediately.
- 7.10. The **PLAYER** shall settle the affiliation fees in one lump sum instalment by no later than 30 June 2023, unless the **PLAYER** enters into a payment plan with the **CLUB**, which payment plan has been approved by the **CLUB**.
- 7.11. Should the **PLAYER** fail to settle any Invoice issued to him/her by the **CLUB**, the **CLUB** may at its sole discretion prevent the **PLAYER** from playing any further games for the **CLUB** until such time as the **PLAYER** has settled the relevant Invoice (no pay, no play).
- 7.12. The **CLUB** may further provide the Northerns Blues Hockey Association with the **PLAYER's** details, which details may be hosted on their website, which will restrict the **PLAYER** from any participation in the Sport within the province or any other Province in SA until such time as the **PLAYER's** Membership fees are settled in full.
- 7.13. Should the **PLAYER** fail to honour his/her obligation to pay his/her affiliation fees as and when it becomes due and payable and fails to remedy his/her breach within seven days of receipt of a written demand, the **PLAYER** shall be liable for the **CLUB's** legal fees associated with having to institute legal proceedings against the **PLAYER** to collect the **PLAYER's** outstanding affiliation fees, on the attorney and own client scale.
- 7.14. The **CLUB** further reserves the right to blacklist any **PLAYER** that remains in default, notwithstanding demand.
- 7.15. Any certificate issued under the signature of the Club Treasurer, the Club Chairperson and/or the Club's Attorney that serves to certify the amount due to the **CLUB** by the **PLAYER** will be accepted as *prima facie* proof of the **PLAYER's** indebtedness to the **CLUB**. The **PLAYER** shall have the onus of disproving the amounts and details indicated thereon.
- 7.16. The **CLUB** offers payment plans to its **PLAYERS**, which payment plans are available on the **CLUB's** website.

## 8. INDEMNITY

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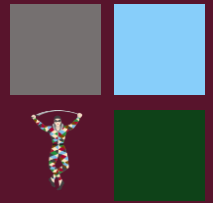
Pretoria Harlequin Hockey – TERMS AND CONDITIONS – MARCH 2023

Drafted and prepared by  
**GERRIE EBERSÖHN ATTORNEYS INC**  
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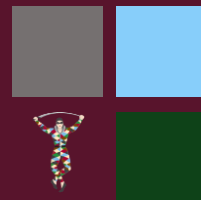


- 8.1. The **PLAYER** by completing and submitting his/her online registration with the **CLUB**, acknowledge, agree and accept that:
- 8.1.1. He/she indemnifies and holds harmless **CLUB** from and against any:
- 8.1.1.1. Liability, claims, loss, or damage, including but not limited to personal injury and/or death, and/or
  - 8.1.1.2. Other harm caused, and/or
  - 8.1.1.3. Loss, damage, destruction, or theft of any of the **PLAYER's** property,
- arising from negligence or any other cause whatsoever (other than gross negligence on the part of the **CLUB**) arising from or in connection with or incidental to the **PLAYER's** participation in the Sport and/or any of the activities.
- 8.1.2. Hockey is a contact Sport, and that the possibility of serious injury and/or death can never be completely avoided.
- 8.1.3. The **PLAYER** takes part in the Sport and/or all activities offered by the **Club** at his/her own risk.
- 8.1.4. The **PLAYER** has full knowledge and appreciation of both the nature and the extent of the risk associated with participation in the Sport and/or the activities, and by his/her online registration consents fully to the risk of injury and/or death associated with his/her participation in the Sport and/or the activities.
- 8.1.5. Should any risk of injury and/or death of the Sport and/or all activities, be unclear to the **PLAYER** and in order for the **PLAYER** to fully understand and appreciate such risk, the **PLAYER** accepts that it is his/her responsibility to raise the necessary inquiries to the **CLUB**, prior to the **PLAYER** participating in the Sport and/or the activities.
- 8.1.6. The **PLAYER's** participation in the Sport and/or the activities, confirms that he/she has appreciated, accepted, and consented to the nature and the extent of the risks associated with his/her participation in the Sport and/or the activities.
- 8.1.7. In taking part in the Sport and/or the activities, the **PLAYER** shall at all times strictly adhere to all:
- 8.1.7.1. Instructions provided to him/her by the **Club**; and
  - 8.1.7.2. The Rules relating to and/or regulating the Sport and/or the activities.
  - 8.1.7.3. FIH rules as amended from time to time.
- 8.1.8. The **PLAYER** understands that failure to obey all instructions as aforesaid and/or the Rules of the Sport and/or the activities, may result in personal injury and/or death.



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- 8.1.9. The **PLAYER** Indemnifies and holds harmless the **CLUB**, from and against **any** liability whatsoever due to **any** non-compliance and/or non-adherence to the Rules of the Sport and/or any instructions issued in this regard.
- 8.1.10. The **PLAYER** remains primarily responsible for his/her own health, safety, and wellbeing whilst participating in the Sport and/or the activities offered by the **CLUB**.
- 8.1.11. The **PLAYER** at all times remains responsible for his/her own actions and/or conduct.
- 8.1.12. It is the **PLAYER's** responsibility to inform the **CLUB**, in writing, of any health or other condition which is relevant to his/her participation in the Sport and/or the activities **prior** to the **PLAYER** participating in the Sport and/or the activities.
- 8.1.13. The **CLUB** cannot accept liability / responsibility for any injuries sustained by the **PLAYER** as a result of his/her failure to inform the **CLUB** in writing of any health or other condition which is relevant to his/her participation in the Sport and/or the activities.
- 8.1.14. Should the **PLAYER** fail to inform the **CLUB** of any health or other condition which is relevant to his/her participation in the Sport and/or the activities, the **PLAYER** declares that no medical condition exists, either through medical consultation or in personal capacity, other than that declared prior to participating in the Sport and/or the activities that may affect or result in injury or medical complication of any sort.
- 8.1.15. The **PLAYER** is required to report **any** incident (no matter the severity of same) that occurred whilst participating in the Sport and/or the activities to the **CLUB** in writing, as far as possible, and the **PLAYER** shall complete the necessary incident report form(s) in support thereof, on request from the **CLUB**.

## 9. PARTICIPATION OF A MINOR CHILD

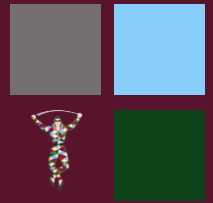
- 9.1. If the **PLAYER** is a **MINOR CHILD**, under the age of 18 years, the person completing the online registration form on the **MINOR CHILD's** behalf, warrants that he/she has the necessary authority and legal capacity to enter into the online registration form on behalf of the **MINOR CHILD**.
- 9.2. The **PARENT** and/or **LEGAL GUARDIAN** by completing and submitting the online registration form on behalf of the **MINOR CHILD**, acknowledge, agree, and accept that:
  - 9.2.1. He/she indemnifies and holds harmless **CLUB** from and against any:
    - 9.2.1.1. Liability, claims, loss, or damage, including but not limited to personal injury and/or death, and/or
    - 9.2.1.2. Other harm caused to the **MINOR CHILD**, and/or
    - 9.2.1.3. Loss, damage, destruction, or theft of any of the **MINOR CHILD's** property,





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arising from negligence or any other cause whatsoever (other than gross negligence on the part of the **CLUB**) arising from or in connection with or incidental to the **MINOR CHILD's** participation in the Sport and/or any of the activities.

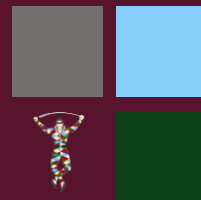
- 9.2.2. Hockey is a contact Sport, and that the possibility of serious injury to **MINOR CHILD** and/or death of the **MINOR CHILD** can never be completely avoided.
- 9.2.3. The **MINOR CHILD** takes part in the Sport and/or all activities offered by the **Club** at his/her own risk.
- 9.2.4. The **PARENT** and/or **LEGAL GUARDIAN** has full knowledge and appreciation of both the nature and the extent of the risk associated with the **MINOR CHILD's** participation in the Sport and/or the activities, and by his/her online registration consents fully to the risk of injury and/or death associated with the **MINOR CHILD's** participation in the Sport and/or the activities.
- 9.2.5. Should any risk of injury and/or death of the Sport and/or all activities, be unclear to the **PARENT** and/or **LEGAL GUARDIAN** and in order for the **PARENT** and/or **LEGAL GUARDIAN** to fully understand and appreciate such risk, the **PARENT** and/or **LEGAL GUARDIAN** accepts that it is his/her responsibility to raise the necessary inquiries to the **CLUB**, prior to the **MINOR CHILD** participating in the Sport and/or the activities.
- 9.2.6. The **MINOR CHILD's** participation in the Sport and/or the activities, confirms that the **PARENT** and/or **LEGAL GUARDIAN** has appreciated, accepted, and consented to the nature and the extent of the risks associated with the **MINOR CHILD's** participation in the Sport and/or the activities.
- 9.2.7. In taking part in the Sport and/or the activities, the **PARENT** and/or **LEGAL GUARDIAN** is responsible to ensure that the **MINOR CHILD** at all times strictly adhere to all:
  - 9.2.7.1. Instructions provided to him/her by the **Club**; and
  - 9.2.7.2. The Rules relating to and/or regulating the Sport and/or the activities.
  - 9.2.7.3. FIH rules as amended from time to time.
- 9.2.8. The **PARENT** and/or **LEGAL GUARDIAN** understands that failure by the **MINOR CHILD** to obey all instructions as aforesaid and/or the Rules of the Sport and/or the activities, may result in personal injury and/or death to the **MINOR CHILD** and other players.
- 9.2.9. The **PARENT** and/or **LEGAL GUARDIAN** indemnifies and holds harmless the **CLUB**, from and against any liability whatsoever due to any non-compliance and/or non-adherence to the Rules of the Sport and/or any instructions issued in this regard.
- 9.2.10. The **PARENT** and/or **LEGAL GUARDIAN** remains primarily responsible for the **MINOR CHILD'S** health, safety, and wellbeing whilst participating in the Sport and/or the activities.





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- 9.2.11. The **PARENT** and/or **LEGAL GUARDIAN** at all times remains responsible for the **MINOR CHILD'S** actions and/or conduct.
- 9.2.12. It is the **PARENT** and/or **LEGAL GUARDIAN** responsibility to inform the **CLUB**, in writing, of any health or other condition which is relevant to **MINOR CHILD'S** participation in the Sport and/or the activities, **prior** to the **MINOR CHILD** participating in the Sport and/or the activities.
- 9.2.13. The **CLUB** cannot accept liability / responsibility for any injuries sustained by the **MINOR CHILD** as a result of the **PARENT** and/or **LEGAL GUARDIAN'S** failure to inform the **CLUB** in writing of any health or other condition which is relevant to the **MINOR CHILD'S** participation in the Sport and/or the activities.
- 9.2.14. Should the **PARENT** and/or **LEGAL GUARDIAN** fail to inform the **CLUB** of any health or other condition which is relevant to the **MINOR CHILD'S** participation in the Sport and/or the activities, the **PARENT** and/or **LEGAL GUARDIAN** declares that no medical condition exists, either through medical consultation or in personal capacity, other than that declared prior to the **MINOR CHILD** participating in the Sport and/or the activities that may affect or result in injury or medical complication of any sort.
- 9.2.15. The **PARENT** and/or **LEGAL GUARDIAN** is required to report any incident (no matter the severity of same) that occurred whilst the **MINOR CHILD** is participating in the Sport and/or the activities to the **CLUB** in writing, as far as possible, and the **PARENT** and/or **LEGAL GUARDIAN** shall complete the necessary incident report form(s) in support thereof, on request from the **CLUB**.

## 10. ADDRESS FOR RECEIVING COMMUNICATION

- 10.1. All communication will be sent to the **PLAYER** to his/her registered email address.
- 10.2. Should the **PLAYER** wish to update his/her registered email address he/she is required to send an email with his/her request to [harlequinhockey@gmail.com](mailto:harlequinhockey@gmail.com).

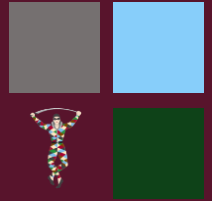
## 11. GENERAL

- 11.1. The **CLUB** will host the **PLAYER'S** personal details on record for club administration purposes and the information may be submitted to other third parties involved with the administration of hockey within the Gauteng Province and within the country of South Africa.
- 11.2. The **CLUB** will deal with the **PLAYER'S** personal information / details in accordance with its privacy policy.
- 11.3. The information provided by the **PLAYER** on the online forms may be utilised by the **CLUB** for the registration of teams in the Northerns Senior Outdoor League and with the South Africa Hockey Association ("**SAHA**").



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- 11.4. The **PLAYER** and/or the **PARENT** and/or **LEGAL GUARDIAN** is required to complete the information on the online registration forms as truthfully and accurately as possible.
- 11.5. The **CLUB** has scheduled training for each team at least once a week.
- 11.6. Should training and/or league matches and/or trials and/or any other services offered by the Club be unable to proceed due to or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, pandemics, act of any Government or other Authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of the **CLUB**, the **CLUB** will not be subject to any liability to the **PLAYER**.
- 11.7. The Services offered by the **CLUB** will be posted on the **CLUB's** website and may be amended from time to time.

