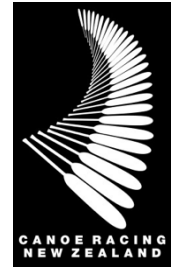


# CANOE RACING NEW ZEALAND (CRNZ)

## CLUB MEMBERSHIP TERMS AND CONDITIONS



### Part 1: Definitions

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#### 1. Definitions

1.1 In these Conditions, the following words or phrases have the following meanings:

- (a) **Club Members** means individuals who fall within the definition of a Club Member under rule 8 of the CRNZ constitution.
- (b) **Conditions** means these terms and conditions of use.
- (c) **CRNZ** means Canoe Racing New Zealand Incorporated.
- (d) **Membership Fee** means any fee to become or remain a member of a Nominated Paddling Club and / or CRNZ.
- (e) **Paddling Club** means an organisation which is admitted as a member of CRNZ in accordance with Rule 5 of the CRNZ constitution and **Nominated Paddling Club** shall be the Paddling Club nominated by a Club Member as being the Paddling Club of which they are a member or to which they wish to apply for membership.
- (f) **Portal** means this online membership platform (including its user experience and source code), the use of which is subject to these Conditions.
- (g) **Portal Fee** means transaction fees charged for using the e-commerce facilities of the Portal as advertised on the Portal.
- (h) **User** means a user of this Portal being either a Club Member or a person who participates in Paddling Activities.
- (i) **User Profile** means the personal information provided by a User which stored on the Portal.

#### 2. Applications for membership

2.1 Club Members may apply for membership, or renewal of their membership, of their Nominated Paddling Club and CRNZ by agreeing to become a User and paying their Membership Fee through the Portal. A Club Member's active User Profile shall be evidence of their consent to be a member or remain a member of their Nominated Paddling Club and CRNZ.

- 2.2 Club Members acknowledge that becoming a User does not automatically confer membership of the Nominated Paddling Club or CRNZ to the Club Member. Membership shall only be conferred with the consent of the Nominated Paddling Club and/or CRNZ in accordance with their rules.
- 2.3 CRNZ and / or the Club Member's Nominated Paddling Club reserve the right to decline, or to cancel, membership and User status if they are unable to obtain payment authorisation from the issuer of the Club Member's card or from the Club Member's bank in the case of direct debit payments.
- 2.4 Any Club Member admitted to membership of a Paddling Club or CRNZ must maintain their status as a User.
- 2.5 Termination of membership of the Nominated Paddling Club or CRNZ shall only be in accordance with the rules of the Nominated Paddling Club or CRNZ.

### **3. Agreement to comply with rules**

- 3.1 Upon acceptance as a member of a Paddling Club or CRNZ, the Club Member agrees to be bound by and comply with the rules, regulations, by-laws, and policies of their Nominated Paddling Club and CRNZ.

### **4. Membership renewal**

- 4.1 The membership of a Club Member is a rolling agreement which can be renewed upon the anniversary of the Club Member's application. The Club Member will receive a renewal notice in advance of the anniversary of their application date, informing the Club Member of their entitlement to renew. Any payment arrangements that have been made by Direct Debit will automatically continue, unless the Club Member notifies their bank that the Club Member wishes to cancel it.
- 4.2 If a Club Member wishes to cancel their membership, the Club Member must inform their Nominated Paddling Club of their intention to cancel a minimum of five working days prior to the anniversary of their application. This notice should be provided directly to the Nominated Paddling Club, in writing by letter or email. Once renewal of membership has occurred, a Club Member may still cancel their membership, but refunds after this time will be at the sole discretion of the Nominated Paddling Club. No refunds will be given if the Nominated Paddling Club believes that an individual has benefitted in any way from being a member; e.g. by entering or competing in a CRNZ Event that requires the Club Member to be a member, or by having accessed membership/User materials or by obtaining member/User discounts.

### **5. Membership Fees**

- 5.1 Fees displayed in the application section of the Portal will always prevail in relation to orders placed online at that time. Fees displayed on an application form, or quoted by a CRNZ representative, will prevail in relation to membership subscriptions placed verbally or by post.

- 5.2 A Club Member may make a one-off payment for a one-year membership subscription, new or renewal, by credit/debit card or an annual direct debit payment.
- 5.3 CRNZ or your Nominated Paddling Club reserve the right to increase the price of the membership subscription on an annual basis in accordance with their rules. If an error is discovered in the price of a membership subscription, the Club Member will be informed as soon as is reasonably possible.

## **6. Direct debit payments**

- 6.1 Payment by direct debit is the simplest and the most convenient way for a Club Member to pay for membership. If a Club Member has an annual direct debit agreement, then payment is automatic through the Club Member's bank, beginning on the payment date shown on the renewal notice. The first annual payment from a direct debit will be taken from the Club Member's account within 5 working days of setting up the direct debit.

## **7. Membership Refunds**

- 7.1 Membership termination due to significant injury or illness shall be considered upon notification in writing to the Nominated Paddling Club.
- 7.2 Other circumstances will be considered on a case-by-case basis however refunds will not be offered for a resignation. Refunds will be considered up until to the refund deadline date of 30 October each year, or the date in which a Club Member participates in a regional or national event (whichever comes first). Refunds made will be less any Portal Fees.
- 7.3 To apply for a refund, the Club Member shall write to the Nominated Paddling Club stating:
- (a) Club Member's name
  - (b) Contact email and phone number
  - (c) Explanation of why the refund is being requested
- 7.4 CRNZ and the Nominated Paddling Club shall notify the Club Member whether the application has been accepted within 10 days, with payment being made within 30 days of approval of the refund. Refunds shall be made in such manner as determined by CRNZ or the Nominated Paddling Club.