

# **EIH Membership Terms and Conditions**

These terms and conditions have been created to provide all those registering with the English Ice Hockey Association Limited (referred to as England Ice Hockey throughout this document) with an enjoyable, safe and welcoming experience whilst engaged in our sport and using the services of the association. This agreement is made on the terms listed below and those set out on the internet between the EIH ('we' or 'us') and yourself ('you' or 'your').

1. Registration and prices

In signing the Registration form, you are agreeing: to pay the relevant and agreed Fees; and

comply with the terms of this Agreement and the conditions of registration with the EIH.

Registration with EIH is open to everyone however some clubs will limit their membership and registration is only confirmed upon successful completion of the registration process by the club selected.

All individuals over the age of 18 will be registered in their own right however, where an individual is under the age of 18, the registration will be completed by the parent or guardian along with a Parental Declaration.

Fees will be broken down by player category including, but not limited to:

Under 10s – A player who will be under the age of 10 on 31st December in the year that the registration period commences.

Under 18s – A player who will be under the age of 18 on 31st December in the year that the registration period commences.

Under 20s – A player who will be under the age of 20 on 31st December in the year that the registration period commences.

WNIHL – A player who is eligible under the WNIHL Regulations to compete with the Women's National Ice Hockey League.

NIHL – A player who is eligible under the NIHL Regulations to compete within the National Ice Hockey League.

Recreational – A player who plays within the EIH Recreational Section.

University – A player who plays within the British Universities Ice Hockey Association.

Para – A player who is eligible under the BPIHA Regulations to compete within the BPIHA.

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SEND – A player who participates in SEND cub activities.

1.5 Player registrations will be separated by four types each with different eligibility for playing and competing with activities included within each type varying by level:

1.5.1 Trial – A trial is a 28 day registration that includes training sessions with the designated team / club. The registration start date is the day the form is submitted running up 28 days later. A trial only includes training and an individual is limited to a maximum of two trials per annum.

1.5.2 Learn to Play – Learn To Play is a ten week registration to allow an individual to play within a formal learn to play activity. This includes participation in EIH LTP events, club or rink led learn to play programmes and may also include in house game play if formed as part of the learn to play pathway over the ten-week programme. In house game play, or scrimmaging, may be delivered as a structured learning activity by coaches within a single club environment.

1.5.3 Insurance Only – Insurance only is a season long registration that allows an individual to take part in training only. This includes the ability to take part in Learn to Play activities as outlined within the Learn to Play category.

1.5.4 Standard – A standard registration is a season long registration that allows an individual to take part in all sanctioned activities. This includes Learn to Play programmes, team training, development events, high performance events and competitive fixtures involving more than one club. It also includes participation in sanctioned training camps.

1.6 Fees will be broken down by off ice role including, but not limited to:

1.6.1 Coaches – a coach qualified and licenced through the EIH Education Programme at any level.

1.6.2 Managers – a team manager qualified and licenced through the EIH Education Programme.

1.6.3 Team Bench Officials – any individual who is a role holder supporting the team bench including, but not limited to, equipment manager, physio, first aider.

1.6.4 Off-Ice Officials – any individual who is a role holder supporting the team that is not on the bench including, but not limited to, team scorer, penalty box attendant, goal judge.

1.7 All registrations include the provision of insurance for sanctioned activities, affiliation fees to the EIH, IHUK and IIHF as appropriate in addition to provision of core activities to the development of the sport and ice hockey in the United Kingdom. This includes the delivery of participation programme and leagues, the operation of sections to support teams / clubs and the delivery of high-performance programmes.



1.8 Insurance may cover international activity based on appropriate premiums being paid on an individual or group basis as noted within the fees structure defined by the association.

1.9 All registrations are annual and are paid in advance using the appropriate online systems as defined by the EIH.

1.10 Where a player plays in multiple leagues, the player is only required to purchase the lowest fee for the age group they qualify for. Therefore an under 18, playing in the WNIHL, will only be required to pay the fee to register as an under 18.

1.11 Where more than one fee is due, i.e. a coach and a player, a discount may be applied during the purchase process at the discretion of the association.

1.12 Individuals may register with the EIH and choose any team / club, however, the registration with the team / club is at their discretion and will not be confirmed for competition until such time as the appropriate actions have been taken to confirm the registration with the team / club. Should a team / club decline a registration or an error be made, an individual may transfer to the correct team by notifying the registration secretary.

1.13 Individuals may transfer from one team / club to another team / club upon payment of the appropriate fee in addition to a transfer request being processed by the team / club. No transfer is confirmed until the team / club has processed this request within EIH systems including both request and approval.

1.14 A team / club may reasonably deny a transfer request if monies are outstanding from the individual in relation to their previous role in the team / club.

1.15 All registrations run from 1st August until 31st July unless otherwise noted. This may commonly be referred to as the 'season'.

1.16 Registration is personal to you and cannot be assigned or transferred to another person. The attempted use of a registration by another person would be considered fraudulent use and would lead to suspension of the registration and action under the associations disciplinary policy.

1.17 Registrations are subject to IIHF International Transfer requirements which are administered by Ice Hockey UK. Whilst a registration form may be submitted, no registration will be processed until the completion of an ITC.

1.18 Registrations may be subject to work visas as defined by Ice Hockey UK and HM Border Agency. Whilst a registration form may be submitted, no registration will be processed until the completion of a work visa as required.

1.19 All registered individuals agree to abide by the rules, byelaws and codes of conduct of the association.

2. Player under contract

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2.1 A player will be considered under contract with a club where they have a signed contract between themselves and a team / club. This may include a team / club outside of EIH.

2.2 Where a player requires a transfer from a club, a player under contract must have the written agreement of the club to be transferred from prior, including where appropriate fulfilling any International Transfer requirements.

2.3 A player under contract would meet the requirements by HMRC in consideration of a player being 'registered' to that club. A player may not transfer out of a club whilst under contract and EIH will recognise this within its transfer process through approval of transfers from club to club. All rights therefore sit with the team / club in this regard subject to a contract being in place.

# 3. Cooling off period

3.1 Individuals may cancel their registration within 14 days from the start date of their acceptance to the terms of this Agreement. To cancel, individuals must submit information to the EIHA within the 14 days.

3.2 The amount refunded will be a fixed fee of  $\pounds$ 5 for the period of registration and an administration fee of  $\pounds$ 20. An individual would not be able to submit a claim for a refund if they have participated within competition during the cooling off period.

3.3 Where an incorrect fee has been paid, a payment correction may be submitted or a request for a refund for an overpayment be submitted.

# 4. Upgrades

4.1 Where an individual is required to upgrade to a different type of registration, the individual will be required to pay the price difference between the two categories. This would ordinarily be a player that has qualified as a coach through the course of a season, or an individual has undertaken additional training to change their role within the Education Programme.

4.2 All upgrade fees are based on a direct price difference between the categories of registration so an individual will only ever pay the equivalent value of registering for a role for the duration of the season.

5. Termination of registration

5.1 Once you have paid registration fee, you will be actively registered individual with the EIH from the point of submission.

5.2 We may terminate your membership without notice in the following situations:

5.2.1 If you seriously or repeatedly break the terms and conditions of use



5.2.2 If any part of the Fees due and payable remain unpaid after the due date for payment.

5.2.3 Fraudulent claim on application or failure to inform us of any change.

5.2.4 All decisions of the EIH under this clause are final and binding.

5.3 The EIH have the right to refuse a request to register with the association.

5.4 An individual whose registration is terminated shall forfeit all the privileges of membership with immediate effect without any right to claim for any refund of his/her fees.

5.5 All fees outstanding shall be immediately due and payable.

6. Exclusion of liability

6.1 Unless caused by the negligence of the EIH, the EIH excludes all liability leading to death or personal injury.

6.2 The EIH does not accept responsibility for any damage to or loss of any money, valuables, clothing or property of any kind.

7. Activity Bookings

7.1 The EIH will charge for a range of activities and booking such as highperformance training camps, participation events and educational courses.

7.2 Payment of all bookings must be paid by the individual in full immediately upon receipt of an official invoice or via the designated online portal for the activity as determined by the EIH.

7.3 Cancellation of a booked activity by an individual will be 28 days' notice or as outlined within any other event information published by the EIH. Any activity cancelled without giving 28 days' notice will be payable in full.

7.4 Activities with a cancellation period of greater than 28 days' notice, such as international trips, will be made clear at point of booking as an addendum to the main EIHA terms and conditions.

7.5 At any time, the EIH reserve the right to:

7.5.1 refuse an application for an activity as it may deem fit without giving reason

7.5.2 cancel an activity on giving seven days' notice to the individuals booked. Upon any official cancellation the EIH will refund any monies paid in respect of the booked activity.



7.5.3 The EIH will not be responsible for any expenditure whatsoever in relation to the booking which the individual may have incurred or be liable to pay

8. Conduct

8.1 The EIH Code of Conduct and Ethics will be available on the EIH website and will, as required, be updated from time to time.

8.2 The EIH reserves the right to require any individual to leave facilities being used by the EIH, to refuse access, impose further conditions on access, and suspend or terminate registration, if the User behaves in an aggressive or harassing manner towards its staff, volunteers or other users, or behaves in any other way deemed unacceptable.

8.3 Users will refrain from any conduct which is offensive, unseemly or unsporting, or which might cause annoyance, or danger to others.

8.4 Users will comply with all EIH policies and guidelines.

8.5 Users will comply with all instructions and requests made by officers of the EIH and other role holders supporting the EIH in the delivery of its objectives.

8.6 All users of EIH services must not deliberately cause injuries to persons, or wilfully cause damage to any property or equipment.

8.7 The EIH reserve the right to withdraw a registration or prevent access to any individual or group whose behaviour is deemed inappropriate or if terms and conditions of use are breached.

8.8 The EIH reserve the right to amend, alter or withdraw any activity, facility or programme without notice should it be necessary due to unforeseen circumstances or poor attendance.

9. Comments and Complaints procedure

9.1 Your opinions are very important to us, and they help us to improve our services. All comments and complaints should be submitted info@eiha.co.uk.

9.2 We will respond and deal with any complaints in line with the EIH Complaints Policy.

10. Data Protection Information

10.1 Registration and activity data will only be used as part of legitimate interest under the General Data Protection Regulations and will not be provided to third parties for marketing purposes. This will include correspondence based on member actions including but not limited to booking confirmations, activity notifications and other associated communications.



10.2 Registration and activity data will be shared with organisations affiliated to the EIH. This will include partners conducting work on behalf of the EIHA to benefit individuals in the sport and will include but not be limited to Ice Hockey UK, Sport England, Sport Wales, UK Sport, Ice Rink Managers Association, British Ice Skating, UK Coaching, Chartered Institute for the Management of Sport and Physical Activity and software providers used by the association in the conducting of its day-to-day business. This information will not be used for marketing materials and only as part of an individual's membership and will be limited to the function being undertaken.

10.3 All communications relating to EIH activities and registrations including pricing, terms changes and activity notifications will be sent via e-mail and displayed online.

10.4 All payments processed by the association will be done securely. The EIHA only uses systems which are PCI-DSS Compliant (Payment Card Industry Data Security Standard) and this includes payment via Stripe and PayPal dependent on the system being used.