

1. For: 2022 & 2023

2. Terms

2.1. 1. Terms

2.2. 1.1. "Affiliated Club(s)" means a Club or Society that is part of the Student Union/ Athletic Union or Sport Department of a Higher education establishment (HEE) and has met all the conditions for affiliation specified in 3

2.3. 1.2. "Club(s)" means a Club or Society that is not part of the Student Union/ Athletic Union or Sport Department of an HEE and/or has not met all the conditions for affiliation specified in 2

2.4. 1.3. "SWA" means 'The Student Windsurfing Association'

2.5. 1.4. "Affiliated Club Member(s)" means an individual that holds an active membership to an Affiliated Club

2.6. 1.5. "Club Member(s)" means an individual who has an active membership to a club that is not an Affiliated Club

2.7. 1.6. "SWA Member(s)" means an individual who holds an active SWA membership

2.8. 1.7. "Independent Student(s)" means a student who is currently enrolled at an HEE and does not hold an active membership to an Affiliated Club or Club

2.9. 1.8. An "Academic Year" runs from the 1st September to the proceeding 31st August inclusive.

2.10. 1.9. The "Current Academic Year" will refer to the Academic Year that falls within both years stated in section 1

2.11. 1.10. "Executive Committee" is as defined in the articles

2.12.

3. Conditions for affiliation

3.1. Have paid in full all affiliation fees and damages that have come due

3.2. Have paid in full an affiliation fee that has come due for the current academic year

3.3. Be a Sports Club or Society officially recognised by an HEE Students Union or Athletic Union or Sports Department.

3.4. Have submitted up-to-date club details and contact details for the current academic year

3.5. Agree to abide by the SWA Code of Conduct. Where specific agreement is not obtained, agreement will be assumed by meeting point 3.2

3.6. Agree to submit to the SWA Disciplinary Policy. Where specific agreement is not obtained, agreement will be assumed by meeting point 3.2

3.7. Agree to the terms and conditions stated within this document. Where specific agreement is not obtained, agreement will be assumed by meeting point 3.2

3.8. Confirm that they have appropriate insurance to attend SWA events, that considers the risks that are associated, under their AU/SU/Sports Department Policy. Where specific agreement is not obtained, agreement will be assumed by meeting point 3.2

3.9. The executive committee reserve the right to cancel membership as specified in the memorandum of articles.

3.10. The executive committee reserve the right to waive or amend conditions at their discretion

4. Start and end
 - 4.1. These terms and conditions will apply during the Academic Year stated in 1
 - 4.2. During any period where terms and conditions have not been released for the current academic year, the last previous academic year's terms and conditions will automatically be extended to apply until, and will end, when the current academic year's terms and conditions are released and all criteria in 2 are met.
 - 4.3. If terms and conditions are released for the Current Academic Year during the Current Academic Year, those terms and conditions will apply for the remainder of, or until their expiry as per 4.2, the Current Academic Year, from the date of their release.
5. Affiliated Club Rights
 - 5.1. Only Affiliated Clubs may control the sale of tickets to their Club Members for SWA events
 - 5.2. Only Affiliated Clubs may bid to host an SWA event
 - 5.3. Only Affiliated Clubs may host an SWA event
 - 5.4. Only Club Members of an Affiliated Club are entitled to the discounted SWA Standard Individual Membership
 - 5.5. Only Affiliated Clubs are entitled to voting rights as specified in the memorandum of articles
6. Affiliated Club Responsibilities
 - 6.1. To effect good behaviour from their members at SWA events
 - 6.2. To ensure their members understand the liability obligations of their Club at SWA events, including damage
 - 6.3. It is expected that clubs will offer their club owned kit for use by Affiliated Clubs in order to aid the instruction and advancement of windsurfing skills at SWA events. A club may challenge this expectation or request to impose additional safeguards for their equipment only by form of written communication. It is not expected that privately owned kit will be offered for use by Affiliated Clubs.
7. Damage costs that have been billed to the SWA
 - 7.1. Where damage is caused by attendees at an event and the guilty parties are identified, any associated costs will be charged either to the individual(s) responsible, if they are not an Affiliated Club Member, or their Affiliated Club, if they are an Affiliated Club Member.
 - 7.2. In the event that guilty parties cannot be identified, but it is clear that the actions of event attendees are the reason for the damage; the cost will be shared between all Affiliated Clubs, and Independent Students that attended the event. The amount each Affiliated Club is liable for will be determined proportionally by the number of tickets bought by their Affiliated Club Members. This amount will be debited from the clubs Damage Deposit Fund to the SWA's main account. If a clubs Damage Deposit is insufficient to cover the damage the SWA will use its Damage Reserve to cover the outstanding amount. If the Damage Reserve is insufficient the Executive committee will convene to discuss next steps to collect the outstanding amount.
 - 7.3. The Executive committee's decision on who is responsible for any damage is final

- 7.4. The Executive committee may authorise the use of damage deposit funds to cover any damage billed to the SWA
 - 7.5. The executive committee may authorise a universities damage deposit to be used to reclaim costs incurred by the SWA from that Clubs failure to pay invoices or for damage attributed to the club without explicit agreement from the club
8. Inactive Clubs
 - 8.1. A club will be considered inactive if and after its members have not bought any tickets or products related to SWA: events, activities, promotions or affiliated events and an affiliation fee has not been paid in a given Academic Year.
 - 8.2. Inactive clubs will not be sent an invoice for affiliation and any remaining funds in the clubs damage deposit account will be used to reclaim any outstanding invoices to the club. If the club still owes monies to the SWA the executive committee will decide if the amount will be held and reclaimed when the club returns to the SWA or if it will be written off.
9. Attendance at Events
 - 9.1. For any individual to be eligible to purchase tickets to SWA events the must be an SWA Member.
 - 9.2. To be an SWA Member any Independent Student, Affiliated Club Member or Club Member or individual must hold an active SWA Membership
 - 9.3. SWA Membership types are: Standard Individual Membership (bought at any price that the executive committee have deemed appropriate)
 - 9.4. Only Affiliated clubs may restrict the sale of tickets to SWA events, and they are only able to restrict the sale of tickets to SWA events to their own Affiliated Club Members
 - 9.5. SWA Members must hold a valid ticket to the SWA event they are in attendance at
 - 9.6. any equipment brought to an event by a university windsurf club should be insured by their club's Student / Athletic Union or Sports Department.
10. Damage Reserve
 - 10.1. Funds contained in the SWA Damage Reserve are controlled by the SWA
 - 10.2. Affiliated Clubs may withdraw from the Damage Reserve when they are billed for damage and their damage deposit is not sufficient to cover the bill.
 - 10.3. When Affiliated Clubs withdraw from the Damage Reserve they may only withdraw the difference between the damage bill and their Damage Deposit such that their debt is £0.00
 - 10.4. Independent Students may not withdraw from the Damage Reserve and will instead be required to settle any outstanding damages debts using their own means