

# BASKETBALL ENGLAND

DATED: 29 JULY 2022

# MEMBERSHIP TERMS AND CONDITIONS



## 1. INTRODUCTION

- 1.1 Basketball England ("**BE**") is the Governing Body for basketball in England. BE is responsible for all aspects of the sport of basketball including participation, education, training and ensuring its Members comply with all regulatory and/or statutory obligations in place from time to time.
- 1.2 BE Membership is operated by Basketball England a private company limited by guarantee, incorporated and registered in England and Wales with company number 01429756 whose registered office is at Etihad Campus Rowsley Street, Gate 13, Manchester, England, M11 3FF.
- 1.3 BE has an ongoing duty of care to all who participate in basketball in England to ensure they have a safe, enjoyable and positive experience.
- 1.4 This document sets out the terms and conditions (the "**Terms**") applicable to all Members.
- 1.5 It is recommended that all Membership applicants read the Terms carefully as they contain the legal terms and conditions that all Members are subject to and bound by from the point of application.
- 1.6 BE may amend these Terms at any time and Members should therefore check them from time to time. The Terms applying to Membership will be those in place on the date of application. BE will notify Members of any changes to the Terms.
- 1.7 Any individual applying for Membership on behalf of a third party shall be deemed to be acting with the consent for whom they are making that application, including acting with the authority to agree to these Terms. Following receipt of the Membership application, BE shall communicate with the registered Member and/or any designated contact for example a Minor's parent or guardian, or a Club or League representative etc.
- 1.8 All Participants (which for the avoidance of doubt includes all Members as defined within these Terms as clause 2 below) are subject to and bound by all Applicable Laws, Basketball Laws, Data Protection Legislation, Safeguarding Policy, Anti-Doping Rules, Disciplinary Code, Betting Regulations, Anti-Corruption Regulations, Basketball England Code of Ethics and Conduct, cancellation policies and/or any other rules or regulations published by or in place under the auspices of BE from time to time.
- 1.9 Any references to "we", "us" or "our" shall be taken as references to BE. Any references to "you" or "your" shall be taken as references to any Member and/or Membership applicant.

## 2. DEFINITIONS AND RULES OF INTERPRETATION

2.1 The following definitions apply in these Terms:

**Affiliation:** term used to describe a club or league who have undergone the application process and have been approved by BE as an Affiliated Member;

**Affiliation Criteria:** the eligibility criteria (including but not limited to Basketball England New Club Affiliation Policy) as in place from time to time, which must be satisfied by all applicant clubs and leagues prior to Affiliation being granted;

**Affiliation Fee:** the fee paid by all Affiliated Members to BE for Affiliation;

**Affiliated Member:** a Club or League affiliated with BE who have undergone the Affiliation process;

**Affiliation Period:** the duration of the Affiliation;

**Applicable Laws:** any and all: (i) laws, statutes, regulations, decisions, rulings, directives, codes of practice, government policies, enactments or instruments (including national, regional, local or principal laws, regulations or by-laws of any kind whatsoever) relevant to these Terms;

**Anti-Corruption Regulations:** BE's anti-corruption regulations as in place from time to time;

**Anti-Doping Rules:** any and all WADA (including the WADA World Anti-Doping Code) and/or UKAD anti-doping and any social drug regulations, rules, codes of practice and/or policies of any kind whatsoever in place from time to time;

**Associates:** organisations with connection to BE including but not limited to educational establishments running basketball programmes, the BBF, FIBA, Basketball Wales, Basketball Scotland, Basketball Ireland, the Association of Colleges and the British Universities & Colleges Sport (BUCS);

**Basketball Laws:** the rules and regulations from time to time in force of any confederation, Governing Body, national association or league under the

auspices of FIBA and/or the BBF to the extent that they relate or apply to BE;

**BBF:** the British Basketball Federation, the Governing Body responsible for basketball within Great Britain and for teams representing Great Britain which compete internationally;

**Club:** a basketball club affiliated with and an Affiliated Member of BE competing in England under the auspices of BE;

**Data Protection Legislation:** all applicable laws relating to data protection, the processing of personal data and privacy, including: the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (EU GDPR) and UK GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications), and any other data protection and/or privacy legislation applicable in the UK from time to time, (each as amended, updated, replaced or re-enacted from time to time and including all subordinate legislation made from time to time under or giving effect to the same) and references to “controller”, “personal data”, “special category data”, “process”, “processing” and “supervisory authority” have the meanings set out in, and will be interpreted in accordance with, such applicable laws;

**Disciplinary Code:** BE’s disciplinary code as in place from time to time;

**FIBA:** the International Basketball Federation, the association of national organisations which governs the sport of basketball worldwide;

**Free Member:** a person who has free membership of BE which typically includes fans, followers, parents, medics, league organisers, administrators and others who do not require a Licence;

**Governing Body:** means BE in England, other national associations, the BBF, FIBA and any other recognised and properly constituted basketball governing body;

<b>League:</b>	a basketball league affiliated with and an Affiliated Member of BE including local leagues, schools, colleges, university leagues and NBL;
<b>Licenced Activity:</b>	basketball related activity sanctioned by and/or falling under the jurisdiction of BE which requires a Licence;
<b>Licence Fee:</b>	the fee paid by all Licenced Members to BE for a Licence;
<b>Licence:</b>	a licence granted by BE to Licenced Members in order for them to undertake and/or participate in Licenced Activity;
<b>Licencing Criteria:</b>	the eligibility criteria which must be satisfied by all applicants prior to a Licence being granted;
<b>Licenced Member:</b>	a person (including but not limited to a player, coach, referee, table official, bench personnel and/or statistician) who requires a Licence in order to carry out Licenced Activity;
<b>Licence Period:</b>	the duration of the Licence;
<b>Member:</b>	a member of BE including but not limited to a Free Member, Licenced Member and/or Affiliated Member who from time to time participate in any activity sanctioned by and/or falling under the jurisdiction of BE;
<b>Membership:</b>	membership of BE in accordance with these Terms;
<b>Membership Department:</b>	the Governance Department of BE, whose office is at Etihad Campus Rowsley Street, Gate 13, Manchester, England, M11 3FF;
<b>Membership Period:</b>	the duration of Membership;
<b>Minor:</b>	a young person under the age of 18;
<b>NBL:</b>	the national basketball league;
<b>NBL Player Licence:</b>	a Licence granted to Players who compete in the NBL;

<b>Officers:</b>	any employee or volunteer connected to any organisation sanctioned by or under the under the jurisdiction of BE;
<b>Officials:</b>	referees, table officials, commissioners, observers, referee coaches and/or statisticians;
<b>Player:</b>	a basketball player under the auspices of BE who is also a Licenced Member;
<b>Regional Association:</b>	a local association with responsibility for regional activity under the jurisdiction of BE including North East, North West, Yorkshire, London, East, East Midlands, West Midlands, South, South East and South West Regions;
<b>Safeguarding Policy:</b>	BE's safeguarding policy as in place from time to time;
<b>UK GDPR:</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018;
<b>UKAD:</b>	the UK's national anti-doping organisation, which carries out the functions ascribed to such organisations in the WADA World Anti-Doping Code through implementation and management of the UK's national anti-doping policy;
<b>WADA:</b>	the World Anti-Doping Agency;
<b>Website:</b>	the official website of BE from time to time.

- 2.2 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 2.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 2.4 The clause headings are inserted for convenience only and shall not affect the construction or interpretation of these Terms.
- 2.5 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.6 Any obligation not to do something includes an obligation not to allow that thing to be done.

- 2.7 A reference to writing or written includes email.
- 2.8 References to clauses are to the clauses of these Terms.

### 3. **MEMBERSHIP APPLICATIONS**

- 3.1 Any person may apply to become a Free Member.
- 3.2 Only Licenced Members may undertake and/or participate in Licenced Activity. Individuals seeking to undertake and/or participate in Licenced Activity must apply for and obtain Membership prior to making a Licence application.
- 3.3 Membership can be applied for by completing an application form via the Website.
- 3.4 In making an application, the applicant acknowledges and agrees as follows that they:
- 3.4.1 are not aware of any reason why they should not be granted Membership;
  - 3.4.2 upon reasonable request, will provide additional documentation to confirm their Membership eligibility;
  - 3.4.3 assumes exclusive liability for their application and for the use that they shall make of the Membership;
  - 3.4.4 has read or has had the opportunity to read these Terms;
  - 3.4.5 accept that they are subject to and bound by these Terms including all Applicable Laws, Basketball Laws, Data Protection Legislation, Safeguarding Policy, Anti-Doping Rules, Disciplinary Code, Betting Regulations, Anti-Corruption Regulations, Basketball England Code of Ethics and Conduct, cancellation policies, disciplinary policies and/or any other rules or regulations published by or in place under the auspices of BE from time to time; and
  - 3.4.6 in the event of disciplinary measures taken against them pursuant to the Basketball Laws they will submit to any such disciplinary measures imposed and shall bring any appeals in accordance with the procedures set out by BE.
- 3.5 Membership will commence on the date upon which it is approved by BE (the "**Commencement Date**").
- 3.6 The Membership Period of each Free Member shall continue unless cancelled in accordance with clause 12.

#### 4. LICENCE APPLICATIONS

- 4.1 Once Membership has been obtained in accordance with clause 3 above, a Free Member may apply for a Licence.
- 4.2 A Licence can be applied for by completing an application form via the Website.
- 4.3 In making an application, the applicant acknowledges and agrees as follows that they:
- 4.3.1 are not aware of any reason why they should not be granted a Licence; and
  - 4.3.2 upon request, will provide documentation to confirm their eligibility for a Licence for example, photographic ID, DBS certificate, copies of safeguarding qualifications and copies of coaching qualifications etc. The specific verification criteria is contained within the Website.
- 4.4 As part of the Licence application, a Licence Fee must be paid. The Licence Fee is payable in full at the time of application.
- 4.5 Licences are granted in accordance with the Licencing Criteria as in place from time to time.

A copy of the Licencing Criteria can be found via the Website at:

<https://www.basketballengland.co.uk/membership/licence-purchases-renewals/>

- 4.6 Subject to the applicant fulfilling the Licencing Criteria, the licence shall become active on the date the application is approved by BE (the “**Licence Date**”).
- 4.7 Licence applications may be made throughout the year with the exception of NBL Player Licences. NBL Player Licences are only open for application from the 1 August until 31 January of each year. All NBL Player Licences expire on 31 May of each year.
- 4.8 All other Licences shall automatically expire on 31 August of each year unless part of the Licencing Criteria expires earlier e.g., a DBS certificate or safeguarding qualification. At least 30 days prior to the automatic expiration date BE will endeavour to contact all Licenced Members via the email address provided to BE to confirm (i) the renewal date; and (ii) the terms and conditions applicable to the subsequent year’s Membership. It is each Member’s responsibility to update BE with any changes to their contact details throughout the Membership Period.
- 4.9 If the method of payment provided for the Licence Fee fails or is refused (other than as a result of a fault of BE), the prospective Licenced Member shall pay any bank, administration or similar charges incurred or imposed by BE as a result, and Membership will be withdrawn until the Licence Fee (and any relevant charges) have been paid in full.



## 5. **MINORS**

5.1 Parents or guardians hold legal responsibility for all Members aged under 18. As such, parents or guardians understand and agree, in respect of the Minor for which they have legal responsibility, for the Minor as a Member to be bound by all aspects of the Terms in addition to the following:

5.1.1 the parents or guardians have considered and understood the nature of the events and/or activities concerned and have discussed them with the Minor;

5.1.2 the parents or guardians have notified BE and any Affiliated Member and/or other organisation with whom the Minor is engaged to participate in the sport of basketball of any disability and/or medical condition, physical or mental, which could affect the Minor's ability to participate in any event and/or activity safely;

5.1.3 the parents or guardians shall notify BE and any Affiliated Member and/or organisation with whom the Minor is engaged to participate in the sport of basketball at once if at any time the Minor becomes subject to a disability and/or medical condition, physical or mental, which could affect their ability to participate in any event and/or activity safely;

5.1.4 the parents or guardians consent to the Minor being bound by all Applicable Laws, Basketball Laws, Data Protection Legislation, Safeguarding Policies, Anti-Doping Rules, Disciplinary Code, Betting Regulations, Anti-Corruption Regulations, Basketball England Code of Ethics and Conduct, cancellation policies and/or any other rules or regulations in place under the auspices of BE from time to time;

5.1.5 the parents or guardians consent to the Minor being subject to anti-doping controls including the Testing of Minors and that this may involve the removal of some of their clothing and the provision of a sample directly in the presence of a doping control officer and this consent is communicated to the relevant people as required from time to time.

5.1.6 Any communication from BE with a Minor shall be conducted directly with the parents or guardians or via their Club as applicable.

## 6. **MEMBERSHIP BENEFITS**

6.1 All Members are eligible to receive certain benefits provided by BE and/or its partners including its commercial partners. The benefits of Membership, which may include retail discounts, priority access, digital content and, where applicable, insurance cover, are as advertised by BE from time to time. BE reserves the right from time to time to withdraw and/or substitute products including benefits or services as part of Membership in place of any products including benefits or services advertised in promotional material.

6.2 Free Member benefits can be viewed via the Website at:

<https://www.basketballengland.co.uk/membership/free-member-benefits/>

6.3 Licenced Member benefits can be viewed via the Website at:

<https://www.basketballengland.co.uk/membership/licenced-member-benefits-services/>

6.4 When seeking to use the benefits of Membership, a Member may be required at any time to show proof of Membership (e.g., Membership number) for inspection by BE's representatives and/or its partners including its commercial partners to prove that they are a Member.

6.5 Membership is personal to each Member. Membership and its associated benefits are not transferable and shall not be transferred or resold under any circumstances.

6.6 Membership may (dependent on the Membership type) include insurance cover provided BE's programme of insurance. Summary details of BE's programme of insurance can be accessed via the Website.

6.7 Any Member covered by BE's programme of insurance should make themselves aware of the terms and other details of such insurance that applies to them, details are available upon request.

## 7. **MEMBERS' RESPONSIBILITIES**

7.1 By taking out Membership, Members (or in the case of Minors their parents or guardians) consent to the Member being bound by all Applicable Laws, Basketball Laws, Data Protection Legislation, Safeguarding Policies, Anti-Doping Rules, Disciplinary Code, Betting Regulations, Anti-Corruption Regulations, Basketball England Code of Ethics and Conduct, cancellation policies and/or any other rules or regulations in place under the auspices of BE from time to time.

7.2 Members shall at all times:

7.2.1 accept the jurisdiction of the appropriate body to discipline the Member for an apparent breach of those rules, policies and procedures outlined at clause 7.1 above;

7.2.2 behave in a correct and proper manner including by not doing anything which brings the sport of basketball, BE including its representatives, staff and employees and BE's partners including its commercial partners into disrepute;

7.2.3 not be convicted of any criminal offence which BE believes would adversely affect the reputation of the sport of basketball, BE including its representatives, staff and employees and BE's partners including its commercial partners into disrepute;

- 7.2.4 not make any public statement (whether verbally or in writing) which is defamatory or derogatory in relation to BE including its representatives, staff and employees and BE's partners including its commercial partners into disrepute nor make any public statement which could constitute a personal attack on another Member;
- 7.2.5 be respectful to all other Members and BE representatives including staff members; and
- 7.2.6 not abuse, neglect, harm or discriminate against other Members and BE including its representatives, staff and employees or act in a way that may be interpreted as such.

## 8. **AFFILIATION APPLICATIONS**

- 8.1 Any club or league may apply for Affiliation via the Website at:

<https://basketballengland.wufoo.com/forms/new-club-registration-form/>

<https://www.basketballengland.co.uk/membership/area-associations-local-leagues-and-registrars/>

- 8.2 In making an application, the applicant club or league acknowledges and agrees as follows that:
  - 8.2.1 it is not aware of any reason why it should not be granted Affiliation;
  - 8.2.2 upon request, it will provide documentation to confirm the club's or league's eligibility for Affiliation for example, a copy of the club's constitution and evidence that the club or league has a bank account with the appropriate signatories, an effective committee, consisting of a chairperson, secretary and treasurer, a child welfare officer, uses a suitable playing venue, is insured and is supportive of BE's vision for basketball to be an inspirational sport that is accessible to everyone; and
  - 8.2.3 assumes exclusive liability for its application and for the use that it shall make of the Affiliation.
- 8.3 Once the Affiliation application form has been completed via the Website, BE shall review the application form. Affiliation is granted in accordance with the Affiliation Criteria as in place from time to time.
- 8.4 If the applicant satisfies the Affiliation Criteria, BE shall register the club or league as an Affiliated Member and the Affiliation shall become active on the date the application is approved by BE (the "**Affiliation Date**").
- 8.5 Each Affiliated Member will require a representative to act as its administrator to carry out various tasks including reviewing and signing a confidentiality agreement and paying the Affiliation Fee. This can be done via the Website.

- 8.6 Affiliation Fees are fixed for the duration of the Affiliation Period and are not available on a pro rata basis.
- 8.7 The Affiliation Period shall automatically expire on 31 August each year after the Affiliation Date. At least 30 days prior to the automatic expiration date BE will endeavour to contact all Affiliated Members via the email address provided to BE to confirm (i) the renewal date; and (ii) the terms and conditions applicable to the subsequent year's Affiliation. It is each Affiliated Member's responsibility to update BE with any changes to its contact details.
- 8.8 If the method of payment provided for the Affiliation Fee fails or is refused (other than as a result of a fault of BE), the prospective Affiliated Member shall pay any bank, administration or similar charges incurred or imposed by BE as a result, and Affiliation will be withdrawn until the Affiliation Fee (and any relevant charges) have been paid in full.

## 9. **AFFILIATION BENEFITS**

- 9.1 All Affiliated Clubs are eligible to receive certain benefits provided by BE and/or its partners including its commercial partners. The benefits of Affiliation, which may include insurance cover, opportunities to join Affiliated Leagues, access to officials and referees for matches, club resources and support through the Relationship and Coordination Management Team and the ability to apply for a Development Grant through the Regional Association, are as advertised by BE from time to time. BE reserves the right from time to time to withdraw and/or substitute products including benefits or services as part of Affiliation in place of any products including benefits or services advertised in promotional material.
- 9.2 Affiliation benefits can found within the Basketball England New Club Affiliation Policy which can be viewed via the Website at:
- <https://www.basketballengland.co.uk/get-involved/clubs/new-clubs-and-teams/registering-a-local-league-club/>
- 9.3 When seeking to use the benefits of Affiliation, an Affiliated Member may be required at any time to show proof of Affiliation for inspection by BE's representatives and/or its partners including its commercial partners to prove that they are an Affiliated Member.
- 9.4 Affiliation is personal to each Affiliated Member. Affiliation and its associated benefits are not transferable and shall not be transferred or resold under any circumstances.

## 10. **CLEAN SPORT**

- 10.1 BE is committed to ensuring basketball is a clean sport across all activities. BE condemns, and is totally opposed to, the use of performance enhancing drugs and doping practices in the sport of basketball and fully supports the position of the International Olympic Committee, WADA, UKAD, the BBF and FIBA against the use

of banned substances and methods. All Participants have the right to participate and compete in sport knowing that they, and their competitors, are clean.

- 10.2 The use, possession and/or trafficking of banned substances, methods or the encouragement or counselling to use banned substances, or methods and/or taking measures to mask the use of banned substances at any time including in relation to tournaments, competitions, activities, events or fixtures sanctioned by and/or falling under the jurisdiction of BE is unacceptable and will not be tolerated. Any such activity shall be considered to be an anti-doping rule violation and a breach of the Basketball England Code of Ethics and Conduct and of the Anti-Doping Rules.
- 10.3 All persons participating or competing in the sport of basketball (including but not limited to Participants, volunteers and/or parents etc. and any other person over whom the WADA Code gives UKAD authority of BE; whether or not such person is a citizen of or resident in the United Kingdom, shall be bound by the Anti-Doping Rules) are bound by the Anti-Doping Rules.
- 10.4 BE may refuse, suspend, terminate a Membership subject to clause 12 and/or take disciplinary in accordance with the Disciplinary Code against a Participant if in BE's reasonable opinion the Participant has committed a breach of the Basketball England Code of Ethics and Conduct and of the Anti-Doping Rules. For the avoidance of doubt any action to refuse, suspend or terminate a Membership would extend to any Licence granted.
- 10.5 A copy of the Anti-Doping Rules and general anti-doping information can be found via the Website at:  
  
<https://www.basketballengland.co.uk/talent/performance-resources/anti-doping/>
- 10.6 The Anti-Doping Rules apply to all Participants and all Participants shall be deemed to have made themselves familiar with, and agreed to be bound by, the Anti-Doping Rules (for the avoidance of doubt this includes agreement not to engage in any doping related activity whether recreational or otherwise) and to submit to the authority of UKAD in the application and enforcement of the Anti-Doping Rules.
- 10.7 All participants of the sport of basketball including Minors are bound by the Anti-Doping Rules and are subject to drug testing. For the purposes of the Anti-Doping Rules, consent of parents or guardians to the testing of a Minor is deemed to follow automatically from the fact that the Minor has been permitted by their parents or guardians to participate in basketball and expressly in accordance with clause 5.1.5 above. Any Minors participating in basketball, therefore, may be subject to drug testing.
- 10.8 It is the responsibility of all concerned to protect the safety and welfare of all participants involved in the Anti-Doping process. Where Minors are involved in the process, every effort should be undertaken to ensure their welfare is considered and protected.
- 10.9 Consent for testing is given by parents or guardians at the point to registration as a Member, in accordance with clause 5.1.5 above.

- 10.10 When communicating with a Minor, this will take place with a parent or guardian present if available. Where testing is conducted at an event or game without the parent or guardian in attendance, the Minor may select a responsible adult to accompany them as a chaperone.
- 10.11 Safeguarding procedures during testing will follow the UKAD Testing Process for Minors, more information about this can be found on the Website or via UKAD's website at:  
  
<https://www.ukad.org.uk/violations/testing-process-minors>
- 10.12 It is a disciplinary offence for any Participant to:
- 10.12.1 fail or refuse (without compelling justification) to cooperate with any WADA World Anti-Doping Code-compliant anti-doping investigation or proceedings; and/or
- 10.12.2 commit an act of misconduct related to anti-doping which does not amount to an Anti-Doping Rule Violation, with appropriate action taken where necessary.
- 10.13 In the event that BE becomes aware of any information relating in any way to an apparent Anti-Doping Rule Violation by an Athlete or Athlete Support Person under its jurisdiction, it shall immediately report that information in full to UKAD in accordance with clause 15.
- 10.14 All Participants agree to BE sharing their personal data, where relevant, with UKAD and/or WADA for the purpose of intelligence sharing in relation to possible anti-doping rule violations. This information will be shared in accordance with clause 15 and Data Protection Legislation.
- 10.15 BE shall:
- 10.15.1 ensure all Participants are aware of the identity of BE's designated anti-doping officer; and
- 10.15.2 provide all Participants with access to the Anti-Doping Rules and general anti-doping information via its Website.
- 10.16 Participants shall continue to be bound by and required to comply with the Anti-Doping Rules until they are deemed by BE to have ceased and/or retired from participating in basketball and that they are no longer subject to BE's authority.
- 10.17 Participants who cease to, or retire from participating in basketball must promptly inform the Membership Department in writing. If the Participant sends the confirmation statement via email, the confirmation statement must come from an email address that the BE has on file. It is each Participant's responsibility to update BE with any changes to their contact details.

- 10.18 To confirm retirement, a Player will receive a retirement acknowledgement letter from BE, via email, stating the date of retirement, withdrawal from retirement information, and return from retirement options, should a Player wish to return to competition at a later date.
- 10.19 Where a Player is in the National Registered Testing Pool or Domestic Testing Pool at the time of such retirement, they must also send written notice of retirement to UKAD in order for it to be effective.
- 10.20 Any Player who has not provided advance written notice of retirement to BE and UKAD then refuses to participate in a UKAD out-of-competition anti-doping test claiming retirement may be subject to an anti-doping rule violation.

## 11. **SAFE SPORT**

- 11.1 Safeguarding is a fundamental part of the BE's role and its ongoing duty to ensure that all Minors and vulnerable adults who participate in basketball in England have a safe, enjoyable and positive experience.
- 11.2 In accordance with the Safeguarding Policy, BE acknowledges and agrees that it shall:
- 11.2.1 ensure all Participants are aware of the identity and contact details of BE's designated safeguarding officer; and
- 11.2.2 provide all Participants with access to the Safeguarding Policy and information via its Website at:

<https://www.basketballengland.co.uk/integrity/safeguarding/>

## 12. **CANCELLATION POLICY**

- 12.1 In accordance with Consumer Contract Regulations, Members who have purchased and/or signed-up for Membership have a right to cancel.
- 12.2 If you wish to cancel your Membership within 14 days of registration, please notify BE of your wish to cancel in writing via email (contact details are included below at clause 12.5). Please note that if you are a Licenced Member and begin to utilise your Membership, your right to cancel and receive a refund of your Licence Fee shall immediately cease.
- 12.3 If the cancellation of a Licenced Membership and a refund of the Licence Fee is approved by BE a small deduction will be made from the Licence Fee refunded to cover the costs of providing membership services and benefits, such as insurance, up to the point at which the cancellation request is received.
- 12.4 If you wish to cancel your Licensed Membership outside of the 14-day period, howsoever caused, any refund would be subject to the reasonable discretion of BE and if granted, would be subject to an administration fee to be determined by BE.

- 12.5 All Membership cancellation requests should be sent in writing via e-mail to: [support@basketballengland.co.uk](mailto:support@basketballengland.co.uk)
- 12.6 Upon cancellation, all Membership benefits, including insurance, are null and void.
- 12.7 BE will make refunds using the same means of payment as that used for the initial transaction, unless expressly agreed otherwise. Refunds will normally be issued within 14 days of receipt of the cancellation request being received.
- 12.8 No refunds or extensions will be given if a Member is unable to use any part of their Membership at any stage during the Membership Period including as a result of any suspension or termination of Membership pursuant to clause 13 of these Terms.

### 13. **REFUSAL, SUSPENSION AND TERMINATION OF MEMBERSHIP**

- 13.1 Nothing in these Terms guarantees that a Member will be entitled to renew their Membership. Once expired, all rights and benefits of Membership will cease.

- 13.2 BE reserve the right to:

13.2.1 refuse an application for Membership; and/or

13.2.2 suspend Membership; and/or

13.2.3 terminate Membership;

in the following circumstances, if a Member:

13.2.4 breaches these Terms or any other reasonable requirements set out by BE in any manner and at any time;

13.2.5 fails to meet, or at any point during the Membership Period cease to meet, the required criteria for Membership (as set out in these Terms and via the Website at:

<https://www.basketballengland.co.uk/membership/licence-purchases-renewals/>

13.2.6 is suspended or barred (on an interim or permanent basis) from any basketball activity pursuant to the all Applicable Laws, Basketball Laws, Data Protection Legislation, Safeguarding Policies, Anti-Doping Rules, Disciplinary Code, Betting Regulations, Anti-Corruption Regulations, Basketball England Code of Ethics and Conduct, cancellation policies and/or any other rules or regulations in place under the auspices of BE from time to time.

13.2.7 is serving a ban from competition as a result of being found guilty of a doping offence or be in receipt of a lifetime funding ban from UK Sport;



- 13.2.8 in the reasonable opinion of BE, acts in a manner which brings BE brings the sport of basketball, BE including its representatives, staff and employees and BE's partners including its commercial partners into disrepute including non-compliance with the Anti-Doping Rules; and/or
- 13.2.9 in the reasonable opinion of BE, misuses their Membership in any manner.
- 13.3 In all such cases any refund or other compensation in connection with the Membership Fee or Membership generally would be subject to the reasonable discretion of BE.
- 13.4 In the event of a suspension, BE may decide in its discretion to lift such suspension when it considers it is appropriate to do so.
- 13.5 In the event that BE terminate or suspend your Membership you should immediately cease use of your Membership and immediately cease to hold yourself out as being a Member and cease to exploit any of the benefits of Membership.
- 13.6 If you continue to hold yourself out as being a Member and continue to exploit any of the benefits of Membership after it has been terminated or suspended, this will amount to a breach of these Terms and shall be dealt with as a Misconduct Complaint (as defined) and in accordance with the Disciplinary Code.

#### 14. **NON-UK RESIDENT MEMBERS**

- 14.1 Any Licenced Member who is a non-UK resident or who at any point during the Membership Period becomes a non-UK resident should be aware of the following:
- 14.1.1 you will be liable to pay any applicable sales tax or other taxes in connection to your Membership and any additional items purchased via the Website;
- 14.1.2 insurance exclusions may apply. Please contact the Membership Department to request further information.

#### 15. **DATA PROTECTION**

- 15.1 If you are a Free Member or a Licensed Member, we will process your personal data in accordance with our [privacy policy](#), special category data policy and our Members privacy notice. The following clauses shall also apply:
- 15.1.1 BE may pass the personal data submitted as part of a Membership to other affiliated federations, leagues and clubs for running events and maintaining records of participation, results and rankings as required. (Note: Information shared by BE for this purpose shall not be more than the name, nationality, date of birth, licence status and gender).
- 15.1.2 For Licensed Members, personal data including special category personal data may be used and/or transmitted, when necessary, to other entities such

as WADA, UKAD, the BBF, FIBA and any other judicial or statutory body in relation to the following matters:

- 15.1.2.1 investigations and/or procedures in relation to potential violations of Applicable Laws and Basketball Laws; and
- 15.1.2.2 any other processing operation of personal information that is legitimate and proportionate in the context of the administration and governance of basketball;

where BE processes and/or shares special category personal data, BE shall comply with its special category data policy.

- 15.1.3 For Free Members, personal data will only be shared with WADA, UKAD, the BBF, FIBA and any other judicial or statutory body to the extent absolutely necessary and in limited circumstances such as sharing the personal data of a parent, i.e., a Free Member, of a Licensed Member if that Licensed Member is under investigation.

- 15.2 If you are an Affiliated Member, the following provisions shall apply in relation to any sharing of personal data between you and BE:

- 15.2.1 to the extent the Affiliated Member shares personal data with BE, the Affiliated Member represents and warrants to BE that it has the right to hold such personal data and share the personal data with BE for the purposes set out in these terms and conditions and the privacy policy; and

- 15.2.2 the Affiliated Member shall comply with the Data Protection Legislation.

## 16. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

- 16.1 BE are, unless otherwise stated, the owners of all copyright, database and other intellectual property rights in all materials provided or made available to you as part of your Membership (the "**Membership Materials**"), with all rights reserved. This includes, without limitation, copyright and other intellectual property rights in videos, presentations, photographs, audios, documents and other text in such Membership Materials. You may not copy, publish, distribute, extract, re-utilise, or reproduce any part of the Membership Materials in any form (including photocopying or storing it in any medium by electronic means) other than (i) as specifically required to be permitted by applicable law, or (ii) as specifically provided by BE on a case-by-case basis. In particular, you shall not incorporate any Membership Materials in any commercial work or publication, whether in hard copy or electronic or any other form, and no part of any Membership Materials may be distributed or copied for any commercial purpose.

- 16.2 All brand, product and service names, logos and images used in the Membership Materials are the property of BE, unless otherwise stated, with all rights reserved. You may not distribute products including benefits or services under or by reference to or otherwise use or reproduce any of the trademarks, trade names or service marks on

the Membership Materials without the prior written permission of BE or, where applicable, the owner of such trademarks, trade names or service marks.

## **17. DISCLAIMER OF WARRANTIES AND LIABILITY**

- 17.1 To the fullest extent permitted by English law, BE makes no representations, undertakings or warranties about the Membership, or any content or information provided as a result of being a Member other than are expressly set out in these Terms.
- 17.2 Each member acknowledges that in agreeing to these Terms, it does not rely on any representations, warranties and undertakings (whether express or implied) in respect of Membership other than those set out in these Terms.

## **18. LIABILITY**

- 18.1 BE shall not have any liability to a Member in respect of a failure to carry out or delay in carrying out any of BE's obligations under these terms and conditions caused by any circumstances outside its reasonable control.
- 18.2 Except in the case of fraud, death or personal injury caused by our negligence or other cases where by law liability cannot be excluded or limited, we exclude all liability to you in respect of your application for Membership, or any information or other content obtained either directly or indirectly as a result of your Membership, howsoever arising, in any circumstances and whether in contract, tort, negligence, misrepresentation or otherwise.
- 18.3 Under no circumstances shall we have any liability for any loss of profit, business opportunity, goodwill, anticipated savings or data, or for any special, indirect, incidental or consequential loss or damages of whatsoever kind resulting from your application for Membership, or any information or other content obtained either directly or indirectly as a result of your Membership, howsoever arising, in any circumstances and whether in contract, tort, negligence, misrepresentation or otherwise.

## **19. GENERAL**

- 19.1 These Terms together with any associated application form/process comprise the entire agreement between BE and a Member in relation to the purchase and use of their Membership and replaces any previous terms and conditions of BE membership entered into.
- 19.2 Nothing in these Terms shall create or be deemed to create a partnership or joint venture between the parties and, except as provided otherwise in these Terms, no party shall have the right to obligate or bind the other in any manner whatsoever.
- 19.3 BE shall be entitled to enforce these Terms against each Member. BE shall at any time be entitled to assign, transfer or novate the benefit and/or burden of (and any right or obligation of BE under) these Terms.

- 19.4 Any provision under these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 19.5 The failure by BE to exercise or a delay by BE in exercising a right or remedy provided by these Terms does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of these Terms does not constitute a waiver of any other breach and shall not affect the other terms and conditions.
- 19.6 If a competent court of law or authority finds that any part of these Terms is invalid, unlawful or unenforceable to any extent, we shall delete the relevant part from the Terms and the remainder of the Terms shall continue to be valid and enforceable to the fullest extent permitted by the laws of England.
- 19.7 These Terms and all aspects of Membership are governed by and will be construed in accordance with the laws of England. Any disputes arising under or in connection with these terms and conditions shall be subject to the non-exclusive jurisdiction of the English courts.

