

## **Badminton England Club Affiliation**

Badminton England Club Affiliation is the Badminton England Scheme through which independent badminton clubs can become affiliated with the Badminton Association of England Limited, a company registered in England and Wales with company number 01979158 whose registered office is at the National Badminton Centre, Bradwell Road, Loughton Lodge, Milton Keynes, MK8 9LA ("Badminton England"). References to "We", "Us" and "Our" should be construed as references to Badminton England.

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### **1. ACCEPTANCE OF THESE TERMS**

- 1.1 Independent badminton clubs (each a "Club") can apply to become affiliated with Badminton England ("Affiliation") by making an application to Badminton England direct (each an "Application for Affiliation").
- 1.2 By making an Application for Affiliation, the applicant Club agrees:
  - 1.2.1 that it has read or has had the opportunity to read these Terms; and
  - 1.2.2 to be bound by the whole of these Terms.
- 1.3 Once an Application for Affiliation has been submitted, Badminton England will review and consider whether to accept it. Badminton England reserves the right to reject any Application for Affiliation, at its sole discretion. If Badminton England is unable to accept an Application for Affiliation, it will inform the applicant Club of this.
- 1.4 If Badminton England accepts an Application for Affiliation, it will confirm this to the applicant Club, in writing. On confirmation under this clause 1.4, the applicant Club will become a Badminton England affiliated club ("Affiliated Club").

### **2. AFFILIATION**

- 2.1 Badminton England offers the following categories of Affiliation:

- 2.1.1 Affiliation for Clubs with between 1-10 members ("Category 1 Affiliates");
- 2.1.2 Affiliation for Clubs with between 11-15 members ("Category 2 Affiliates");  
and
- 2.1.3 Affiliation for Clubs with 16 or more members ("Category 3 Affiliates"),  
(each a "Category of Affiliation").
- 2.2 The Affiliation year runs from 1st September to 31st August inclusive each year ("Affiliation Year"). An annual fee is payable at the start of each Affiliation Year by all Affiliated Clubs ("Affiliation Fee") in accordance with clause 4 of these Terms.
- 2.3 Affiliation will begin as outlined in clause 1.4. If an Affiliated Club wishes to renew its Affiliation, it will need to do so before the expiry of the then current Affiliation Year.
- 2.4 Affiliated Clubs are entitled to receive the benefits listed on the webpage that can be accessed via the link: [Affiliation Benefits](#).
- 2.5 If Badminton England accepts an Application for Affiliation, it will issue the Affiliated Club with an Affiliated Club Identification Number, which must be quoted in all subsequent correspondence with Badminton England.
- 2.6 It is a condition of Affiliation that all members of Affiliated Clubs are registered with Badminton England and each Affiliated Club shall be responsible for ensuring that registration is effected.
- 2.7 Affiliated Clubs will maintain an up to date record of members ("Record of Members") via the Administration System (as defined in clause 3.1) and will promptly update and notify Badminton England of any changes to their number of members. If it comes to Badminton England's attention that an Affiliated Club has a larger number of members than reported in its Record of Members and/or the Administration System, Badminton England reserves the right to suspend or terminate Affiliation, with immediate effect and to charge the Affiliated Club any additional Affiliation Fee that would have been payable had the true number of members been notified to Badminton England, in accordance with Badminton England's then current Affiliation Fees.

### **3. MEMBERSHIP ADMINISTRATION SYSTEM**

- 3.1 Affiliated Clubs must manage their Affiliation, including inputting individual member data, using Badminton England's online membership administration system, Go Membership ("Administration System"). Badminton England will issue Affiliated Clubs with login details for the Administration System following the acceptance of their Application for Affiliation under clause 1.4.
- 3.2 Each Affiliated Club will appoint a minimum of one designated point of contact who will be responsible for maintaining the Record of Members and operating the Administration System, on behalf of the Affiliated Club.
- 3.3 Affiliated Clubs will be solely responsible for ensuring the integrity and security of all login credentials issued by Badminton England under clause 3.1 and will

immediately notify Badminton England if these are lost or become otherwise compromised.

#### **4. FEES AND PAYMENT**

- 4.1 Fees are agreed and set annually at Badminton England's January Board meeting and informed to the January General Meeting. New Affiliation Fees apply from the start of the next Affiliation Year (i.e. from 1st September each year following the January General Meeting).
- 4.2 Once Badminton England's Board have confirmed Affiliation Fees for any forthcoming Affiliation Year and informed the General Meeting in accordance with clause 4.1, Badminton England will provide Affiliated Clubs notice of the revised Affiliation Fees within 30 days.
- 4.3 The Affiliation Fee for a new club joining Badminton England must be paid to Badminton England when the Application for Affiliation is accepted by Badminton England. On the start date of each new Affiliation Year, Affiliated Clubs must pay an Affiliation Fee in accordance with Badminton England's then current Affiliation Fees and with clause 2.2 of these Terms.
- 4.4 Affiliation Fees for the current Affiliation Year are shown [here](#) and differ, depending on Category of Affiliation.
- 4.5 Affiliation Fees will be determined based on an Affiliated Club's Category of Affiliation as at the start of each Affiliation Year.
- 4.6 If an Affiliated Club's Category of Affiliation changes at any point during an Affiliation Year, the Affiliated Club must promptly pay to Badminton England the difference between the Affiliation Fee that it has paid and the Affiliation Fee that it would have been liable to pay had its new Category of Affiliation been its Category of Affiliation at the start of the Affiliation Year. If an Affiliated Club's number of members reduces at any point during an Affiliation Year, so as to downgrade its Category of Affiliation, Badminton England will not be liable to refund any part of the Affiliation Fee that the Affiliated Club has paid.
- 4.7 If Badminton England does not receive the initial Affiliation Fee that is payable under clause 4.3 within 14 days of the due date for payment, Badminton England may suspend or cancel the Affiliated Club's Affiliation, with immediate effect. Thereafter, if Badminton England does not receive any subsequent Affiliation Fee that is payable under clause 4.3 within 2 months of the due date for payment, Badminton England may suspend or cancel the Affiliated Club's Affiliation, with immediate effect.

#### **5. CHANGES TO THESE TERMS**

- 5.1 Badminton England will, from time to time, review the Affiliation Benefits and may make changes that it feels, acting reasonably, are appropriate. Any changes to the Affiliation Benefits will be posted on Badminton England's official website at [here](#).
- 5.2 Badminton England reserves the right to suspend or terminate the Affiliation of any Affiliated Club that, in the reasonable opinion of Badminton England, is guilty of conduct which is or may be detrimental to the reputation of Badminton England or is or may be detrimental to the interests of the game of Badminton or is otherwise offensive or dishonest in respect of its dealings with Badminton England or any

County Badminton Association (“CBA”) or contravenes the Badminton England Code of Conduct (a copy of which can be viewed via the link in clause 9.3.3).

5.3 Badminton England may revise these Terms from time to time in the following circumstances:

5.3.1 without notice, to ensure that the Terms are compliant with changes in applicable laws and regulatory requirements;

5.3.2 without notice, if it is no longer commercially viable for Badminton England to offer any aspect of Affiliation, including but not limited to any Affiliation Benefit; and/or

5.3.3 for convenience and without cause on 30 days' written notice to the Affiliated Clubs.

## **6. AFFILIATION BENEFITS**

6.1 Badminton England will use reasonable efforts to make the Affiliation Benefits available to Affiliated Clubs for the duration of Affiliation. However, there may be periods during which some or all of the Affiliation Benefits are unavailable due to an Event Outside Our Control (as defined in clause 7.2). Please see clause 7 of these Terms for Badminton England’s responsibilities when an Event Outside Our Control happens.

6.2 Whilst every effort is made to ensure that the benefits and services provided by third parties (e.g. discounts) will be delivered to all Affiliated Clubs and be of a suitable standard and quality, Badminton England is in no way responsible for such benefits and services, which will remain the sole responsibility and liability of the third party that provided them. Badminton England makes no representation, warranty, recommendation or endorsement (whether express or implied) of the goods and/or services provided by such third parties and you accept that none is given or implied and that Badminton England shall have no liability in connection with the provision of such goods or services.

## **7. EVENTS OUTSIDE OUR CONTROL**

7.1 Badminton England will not be liable or responsible for any failure to perform, or delay in the performance of, any of its obligations under these Terms that is caused by an Event Outside Our Control.

7.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications or data networks.

7.3 If an Event Outside Our Control that affects the performance of Badminton England’s obligations under these Terms occurs:

7.3.1 Badminton England will contact its Affiliated Clubs as soon as reasonably possible to notify them; and

- 7.3.2 Badminton England's obligations under these Terms will be suspended and the time for performance of its obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Badminton England's ability to make Affiliation Benefits available, Badminton England will resume provision of the Affiliation Benefits as soon as reasonably possible after the Event Outside Our Control is over.

## **8. DATA PROTECTION**

- 8.1 Badminton England is registered with the Information Commissioner's Office to process personal data (as defined in the Data Protection Act 1998 ("DPA")) and is fully compliant with the provisions of the DPA (as amended from time to time).
- 8.2 Subject to our Privacy Policy (see clause 8.3 below) Badminton England will use the personal data that Affiliated Clubs provide to:
- 8.2.1 process the payment of any fees that Affiliated Clubs pay to Badminton England on behalf of their members;
  - 8.2.2 administer Affiliation and the Badminton England membership of the members of Affiliated Clubs; and
  - 8.2.3 administer and promote the sport of Badminton including but not exclusive to promoting official publications and activities of Badminton England, its CBA's and Affiliated Clubs, advising of badminton event ticket offers and promoting tournaments and playing opportunities.
- 8.3 For more information on how Badminton England processes any personal data that it collects from or is provided by Affiliated Clubs, please refer to Badminton England's Privacy Policy, a copy of which can be viewed [here](#).

## **9. BADMINTON ENGLAND POLICIES**

- 9.1 As an organisation using the Disclosure & Barring Service (DBS) to help assess the suitability of applicants for positions of trust, Badminton England complies fully with the DBS Code of Practice regarding the correct handling, use, storage, retention and disposal of Disclosures and Disclosure information. Badminton England also complies fully with its obligations under the DPA and other relevant legislation pertaining to the safe handling, use, storage, retention and disposal of Disclosure information.
- 9.2 For further information on the handling of confidential and sensitive safeguarding information please refer to the Secure Storage, Handling, Use, Retention & Disposal of Disclosures, Disclosure Information and Case Management Files Policy, a copy of which can be viewed [here](#).
- 9.3 Affiliated Clubs agree to abide by:
- 9.3.1 the principles of the Badminton England Equality & Diversity Policy, a copy of which can be viewed [here](#);
  - 9.3.2 the principles of the Badminton England Safeguarding and Protecting Young People in Badminton policy, a copy of which can be viewed [here](#);

9.3.3 Badminton England's Code of Conduct, a copy of which can be viewed [here](#).

## **10. TERMINATION**

- 10.1 Affiliation may be terminated by either Badminton England or the Affiliated Club at any time, on the provision of at least 30 calendar days' notice, in writing, to the other.
- 10.2 Affiliation may be terminated by either Badminton England or the Affiliated Club at any time, with immediate effect on the provisions of written notice to the other, if the other:
- 10.2.1 breaches these Terms in any material way and, if remediable, does not remedy the breach within 30 days of being asked to do so in writing by the non-breaching party;
  - 10.2.2 goes into liquidation or a receiver or an administrator is appointed over its assets;
  - 10.2.3 is affected by an Event Outside Our Control which persists for more than 3 months.
- 10.3 If an Affiliated Club terminates its Affiliation, it shall not be entitled to a refund of any Affiliation Fee that it has paid.

## **11. QUERIES AND COMPLAINTS HANDLING**

- 11.1 Any queries or complaints that Affiliated Clubs have regarding Affiliation should be made in writing and sent to Badminton England via:
- 11.1.1 post to the National Badminton Centre, Bradwell Road, Loughton Lodge, Milton Keynes, MK8 9LA; or
- 11.2 email to [membership@badmintonengland.co.uk](mailto:membership@badmintonengland.co.uk) Badminton England will aim to deal with any queries and complaints that Affiliated Clubs submit under clause 11.1 of these Terms promptly and in any event within 10 working days of receipt.

## **12. GENERAL**

- 12.1 These Terms and any dispute or claim arising out of or in connection with them, their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and interpreted in accordance with, the laws of England and Wales.
- 12.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these Terms, their subject matter or formation (including non-contractual disputes or claims).
- 12.3 These Terms relate to the Affiliation of Affiliated Clubs with Badminton England. Nothing said by any representative of Badminton England, an Affiliated Club or a CBA should be understood as a variation of these Terms or of the nature or quality of any goods/services offered by Badminton England. Except for fraud or

fraudulent misrepresentation, Badminton England shall have no liability for any such representation being untrue or misleading.

- 12.4 Affiliation is non-transferable and no Affiliation Benefit may be used by any Club that is not an Affiliated Club.
- 12.5 No one other than a party to these Terms shall have any right to enforce any of its clauses.
- 12.6 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.7 If Badminton England fails to insist that an Affiliated Club performs any of its obligations under these Terms, or if Badminton England does not enforce its rights, or delays in doing so, that will not mean that Badminton England has waived its rights against the Affiliated Club and will not mean that the Affiliated Club does not have to comply with those obligations. If Badminton England does waive a default, it will only do so in writing and that will not mean that Badminton England will automatically waive any later default.
- 12.8 Any notice given to a party under or in connection with these Terms shall be in writing and shall be delivered by email to [membership@badmintonengland.co.uk](mailto:membership@badmintonengland.co.uk) or by hand, pre-paid first-class post or other next working day delivery service to the receiving party's registered office (if a company) or its principal place of business (in any other case).
- 12.9 Any notice shall be deemed to have been received:
- 12.9.1 if delivered by email, at the time of transmission;
- 12.9.2 if delivered by hand, at the time the notice is left at the proper address; and
- 12.9.3 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second Business Day after posting.

For the purposes of this clause 12.9, "Business Day" means any day other than a Saturday, Sunday or bank holiday in England.