

## TERMS AND CONDITIONS ("Terms")

### **Badminton England Membership**

Badminton England Membership is the Badminton England Registered Membership Scheme through which individuals can become members of 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").

### DEFINED TERMS

References to "We", "Us" and "Our" should be construed as references to Badminton England.

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

1.1 Subject always to Badminton England accepting an Application for Membership under clause 1.4, individuals can become members of Badminton England ("Membership") in the following ways (each an "Application for Membership"):

1.1.1 direct, by completing the application process on our website and referred to, in these Terms, as "Direct Members"; or

1.1.2 through their membership of any individual badminton club that is or becomes affiliated to Badminton England, (each, an "Affiliated Club") and referred to, in these Terms, as "Affiliated Club Members"

1.2 By making an Application for Membership via either of the routes described in clause 1.1 of these Terms, you agree to be bound by the whole of these Terms. As such, please ensure that you read these Terms carefully before your Application for Membership is submitted (whether by you direct or on your behalf by an Affiliated Club).

1.3 The Terms do not affect your statutory rights as a consumer.

1.4 Badminton England reserves the right to reject any Application for Membership, at its sole discretion. If We are unable to accept it, We will inform you, or the Affiliated Club that has submitted your Application for Membership, of this and refund any Membership Fee (as defined below in clause 3) that you have paid. Please refer to clause 4.2 for cancellation.

### **2. YOUR MEMBERSHIP**

2.1 The Membership Year runs from 1<sup>st</sup> November to 31<sup>st</sup> October inclusive each year for all memberships, with the exception of Coach members whose membership will run for 12 months from the date of your Application.

2.2 The first Membership Fee is payable in accordance with either clause 3.4 (for Direct Members) or clause 3.5 (for Affiliated Club Members). Your Membership will begin on the date of purchase, unless rejected under clause 1.4 of these Terms. If you wish to renew your Membership, you will need to do so before the expiry of the, then current, Membership Year. On the start date of each new Membership Year, you must pay a Membership Fee for the new Membership Year in accordance with Badminton England's then current Membership fees and with clause 3 of these Terms.

2.3 Badminton England offers the following categories of Membership, with specific membership types within each:

2.3.1 "Adult Member" for those aged 19 years or above on the date the membership is purchased; and

2.3.2 "Junior Member" for those aged 18 years or below on the date the membership is purchased.

2.4 Adult Members and Junior Members are collectively referred to as ("Members") in these Terms.

2.5 Members are entitled to receive the services and benefits listed on Our website ("Membership Benefits").

2.6 We will issue you with a Membership number. Please quote your Membership number in all subsequent correspondence with Us.

2.7 We will manage your Membership using our online membership administration system (the "Administration System"), through which you will also have access to your Membership profile information, including the setting of your personal preferences. We will issue you with a username for the Administration System. You will then be able to log in to the Member area of the Administration System using the following link.

### **3. FEES AND PAYMENT**

3.1 Membership prices will be reviewed annually and any new Membership Fees apply from the start of the next Membership Year.

3.2 Once Membership Fees have been confirmed for the forthcoming Membership Year Badminton England will provide all Members with notice of the revised Membership Fees with at least 30 days notice of the end of the current Membership Year.

3.3 Only one Membership Fee is taken by Us for each Member per Membership Year. Joining fees for Affiliated Clubs and Counties are not determined by Us.

3.4 If you make an Application for Membership in accordance with clause 1.1.1 of these Terms (i.e. if you apply direct to Badminton England), you must pay your first Membership Fee to us at the time that your Application for Membership is submitted. Membership Fees can be paid online via credit card or debit card, or by calling the membership team.

3.5 If you are an Affiliated Club Member, your Membership Fee will be included in the membership fee that you pay to the Affiliated Club that you apply to join. In these circumstances, you do not need to pay Us a Membership Fee directly as Your Affiliated Club is responsible for passing on to Us the portion of the fee that you have paid to it that represents your Badminton England Membership Fee.

3.6 Membership Fees for subsequent Membership Years are payable in accordance with clause 2.2. If you initially became a Member by submitting an Application for Membership in accordance with clause 1.1.1, Membership Fees for subsequent Membership Years are payable to Badminton England direct. If you

initially became a Member in accordance with clause 1.1.2, Membership Fees for subsequent Membership Years are payable to Badminton England, via your Affiliated Club.

3.7 If We do not receive any Membership Fee that is payable under these Terms either by you or on your behalf, we may suspend your Membership or reject your Application for Membership. If it becomes necessary for Us to take any action under this clause 3.7, We will inform you, or the Affiliated Club that submitted your Application for Membership to Us, of this via the email address registered on the account.

3.8 When becoming a Member, you also agree to affiliate with your County Badminton Association ("CBA"). The CBA that you become affiliated with will be your home county, or the CBA that your Affiliated Club is registered to if applicable. The fee to affiliate to the CBA is set by the CBA and will be collected on their behalf by the Badminton England Administration System when Membership is purchased unless otherwise agreed.

#### **4. CHANGES TO YOUR MEMBERSHIP OR TO THESE TERMS**

4.1 We will, from time to time, review the Membership Benefits and may make changes that we feel, acting reasonably, are appropriate. Any changes to the Membership Benefits will be posted on Our official website at [www.badmintonengland.co.uk](http://www.badmintonengland.co.uk). If, as a result of any changes to the Membership Benefits that We make during a Membership Year, you would like to cancel your Membership, you may do so in accordance with clause 9.7.3 of these Terms.

4.2 Badminton England reserves the right to suspend or cancel the Membership of any Member who, 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 his/her dealings with Badminton England or any Affiliated Club or CBA or which contravenes our Code of Ethics and Behaviour (which you hereby agree to abide by).

4.3 We may revise these Terms from time to time in the following circumstances:

4.3.1 changes in relevant laws and regulatory requirements; and/or

4.3.2 if it is no longer commercially viable for Us to offer any aspect of Membership, including but not limited to any Membership Benefits.

4.4 If We have to revise these Terms under clause 4.3, We will give you at least 30 days' written notice of any changes to these Terms before they take effect. If, as a result of any changes to these Terms that We make during a Membership Year, you would like to cancel your Membership, you may do so in accordance with clause 9.7.3 of the Terms.

#### **5. MEMBERSHIP BENEFITS**

5.1 We will use our reasonable efforts to make the relevant Membership Benefits available to you for the duration of your Membership. However, there may be periods during which some, or all, of the Membership Benefits are unavailable to you due to an Event Outside Our Control. Please see clause 6 of these Terms for Our responsibilities when an Event Outside Our Control (defined in clause 6.2) happens.

5.2 Whilst every effort is made to ensure that the benefits and services provided by third parties (e.g. discounts) will be delivered to all Members 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 parties that provide 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.

#### **6. EVENTS OUTSIDE OUR CONTROL**

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

6.2 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.

6.3 If an Event Outside Our Control that affects the performance of Our obligations under these Terms occurs:

6.3.1 We will contact you as soon as reasonably possible to notify you; and

6.3.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our ability to make Membership Benefits available to you, We will resume provision of the Membership Benefits as soon as reasonably possible after the Event Outside Our Control is over.

6.4 If an Event Outside Our Control takes place and you no longer wish to remain a Member, you may cancel your Membership in accordance with clause 9.7.4 of these Terms.

## **7. DATA PROTECTION**

7.1 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).

7.2 Subject to our Privacy Policy (see clause 7.3 below) We will use the personal data you provide to Us to:

7.2.1 provide the Member Benefits, including but not limited to sharing data required for our partners to provide you with the Member Benefits;

7.2.2 process your Application for Membership and payment of Membership Fees;

7.2.3 administer your Membership (including but not limited to managing your Membership through the Administration System in accordance with clause 2.7 of these Terms); and

7.2.4 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.

7.2.5 add coach members to the coach finder

7.3 For more information on how we process any personal data that We collect from you or that you provide to Us, please refer to our Privacy Policy, a copy of which can be viewed [here](#).

## **8. BADMINTON ENGLAND POLICIES**

8.1 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.

8.2 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 on Our website.

8.3 As a Member you agree to abide by:

8.3.1 the principles of the Badminton England Equality & Diversity Policy, a copy of which can be viewed on Our website;

8.3.2 the principles of the Badminton England Safeguarding and Protecting Children and Young People Policy and the Badminton England Safeguarding Adults Policy, a copy of which can be viewed on Our website;

8.3.3 Badminton England's Code of Ethics and Behaviour, a copy of which can be viewed on Our website.

## **9. YOUR RIGHTS TO CANCEL AND ENTITLEMENT TO REFUNDS**

9.1 You have the right to cancel your Membership within 14 days of purchase, without giving any reason. The Cancellation period will expire after 14 calendar days from the day the membership is purchased.

9.2 To exercise your right to cancel your Membership under clause 9.1 of these Terms, you must inform Badminton England of your decision to cancel your Membership by a clear written statement sent via:

9.2.1 post to the National Badminton Centre, Bradwell Road, Loughton Lodge, Milton Keynes, MK8 9LA; or

9.2.2 email to [membership@badmintonengland.co.uk](mailto:membership@badmintonengland.co.uk).

9.3 If you cancel your Membership under clause 9.1 of these Terms, We will confirm your cancellation to you, in writing, and will return or refund any Membership Fee that has been paid to Us by you or on your behalf, in connection with the cancelled Membership using the same means of payment that was used for the initial transaction. In any event, you will not incur any fees as a result of the reimbursement.

9.4 We will process any refunds that We pay to you under clause 9.3 without undue delay and in any event, not later than 14 days after the date on which We are informed of your decision to cancel your Membership in accordance with clause 9.2.

9.5 Once the cancellation period in clause 9.1 has expired, you may still cancel your Membership at any time by providing Us with at least 30 calendar days' notice in writing.

9.6 In the event that you cancel your Membership under clause 9.5 of these Terms, We will be entitled to retain any Membership Fees that you have paid.

9.7 You may cancel your Membership at any time with immediate effect by giving Us written notice if We:

9.7.1 breach these Terms in any material way and We do not correct or fix the situation within 30 days of you asking Us to do so in writing;

9.7.2 go into liquidation or a receiver or an administrator is appointed over Our assets;

9.7.3 change these Terms under clause 4 to your material disadvantage; or

9.7.4 are affected by an Event Outside Our Control.

9.8 Any refunds We choose to provide, outside of clause 9.1, will be subject to a £3 administration fee

## **10. QUERIES AND COMPLAINTS HANDLING**

10.1 Any queries that you have regarding your Membership, or any of the Membership Benefits, should be made in writing and sent to Us via:

10.1.1 post to the National Badminton Centre, Bradwell Road, Loughton Lodge, Milton Keynes, MK8 9LA; or

10.1.2 email to [membership@badmintonengland.co.uk](mailto:membership@badmintonengland.co.uk);

10.2 Any complaints should be made in writing and sent to Us via:

10.2.1 post to the National Badminton Centre, Bradwell Road, Loughton Lodge, Milton Keynes, MK8 9LA; or

10.2.2 email to [feedback@badmintonengland.co.uk](mailto:feedback@badmintonengland.co.uk);

10.3 We will aim to provide an initial response to any queries and complaints that you submit under clause 10.1 or 10.2 of these Terms promptly and in any event within 10 working days of receipt by Us.

## **11. OTHER IMPORTANT TERMS**

11.1 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.

11.2 Subject to the remainder of this clause if you are resident of Northern Ireland or Scotland, You and We both irrevocably agree that 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). However, if you are a resident of Northern Ireland you may alternatively bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may alternatively bring proceedings in Scotland.

11.3 These Terms relate to your Membership of Badminton England. Nothing said by any representative of Badminton England, a CBA or Affiliated Club 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, We shall have no liability for any such representation being untrue or misleading.

11.4 Membership is non-transferable and your Membership may only be used by you.

11.5 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

11.6 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.

11.7 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.