# Terms and Conditions of Membership and Affiliation of British Wheelchair Basketball

BWB Document Control Procedure		
Policy Name	Terms and Conditions of Membership with British Wheelchair Basketball	
Version	1.0	
Date Updated	April 2021	
Review Date	April 2022	

# Contents

1.	Introduction	. 3
2.	Membership Period	. 3
3.	Membership Fees	. 3
4.	Refunds	. 3
5.	Termination	. 3
6.	Contact Us	. 4
Clu	bs and Organisations	
7.	Membership Administration Portal	. 5
8.	Membership Benefits	. 5
9.	Affiliation Numbers	. 5
10.	Insurance	. 5
11.	Governance	. 6
Ind	ividuals	
12.	Membership Administration Portal	. 6
13.	Membership Benefits	. 6
14.	Individual User ID's	. 7
15.	Insurance	. 7
16	Governance	7

### 1. Introduction

This document outlines the terms and conditions applicable to all organisations (please see definition) and individuals who register to become members (individuals) or affiliates (organisations) of British Wheelchair Basketball.

It is a requirement of affiliation/membership to accept and agree to these Terms and Conditions c when purchasing membership/affiliation with British Wheelchair Basketball. British Wheelchair Basketball membership/affiliation is the scheme through which individuals and organisations, registered with Great Britain Wheelchair Basketball Association Ltd ("British Wheelchair Basketball"). British Wheelchair Basketball is a charity and company limited by guarantee registered in England and Wales, under registered charity number: 1144808 and registered company number: 07614906. Our registered office is Sportpark, 3 Oakwood Park, Loughborough, Leicestershire, LE11 3QF.

Any references to "we", "us" or "our" shall be taken as references to British Wheelchair Basketball. Any references to "you" or "your" shall be taken as references to any applicant for British Wheelchair Basketball membership/affiliation.

**Please note:** References to 'organisations' for the purpose of these terms and conditions is defined as any affiliated bodies including regional associations, clubs, local leagues and Local Delivery Partners.

# 2. Membership and Affiliation Period

The membership period runs from 1<sup>st</sup> September to 31<sup>st</sup> August every year. Membership is valid from 1<sup>st</sup> September (or from the date that a club, regional association or individual purchases membership) until 31<sup>st</sup> August unless terminated early in accordance with these Terms.

# 3. Membership and Affiliation Fees

British Wheelchair Basketball's membership fees are fixed for the duration of the membership period and are not available on a pro rata basis. The full membership fee is payable at any point of affiliation within the Season.

### 4. Refunds

Once affiliation or membership has been purchased, there is no option for a partial or full refund.

### 5. Termination

British Wheelchair Basketball has the right to suspend or terminate the agreement of membership with immediate effect by written notice to the other party if:

• The other party commits a material breach of its obligations under this Agreement and, if the breach is capable of remedy, fails to remedy it during a timeframe

confirmed by British Wheelchair Basketball.

- The other party becomes insolvent (including, without limitation, being unable to pay its debts by dates set by British Wheelchair Basketball)
- The other party is found guilty of conduct which is or may be detrimental to the
  reputation of British Wheelchair Basketball or may be detrimental to the interests of
  the game of wheelchair basketball or is otherwise offensive or dishonest in respect of
  its dealing with British Wheelchair Basketball or any club or organisation. All
  decisions will be made in line with the British Wheelchair Basketball's <u>Codes of</u>
  <u>Conducts</u>, <u>Disciplinary Policy</u> and <u>Safeguarding Policy</u>.
- The other party is subject to an active BWB Disciplinary Investigation where suspension of membership/affiliation has been deemed necessary. Please see Disciplinary Policy.

In the event of termination of this Agreement, membership shall be removed from the parties involved limiting access to resources and digital platforms. Please note: Disciplinary Sanctions will remain active for the identified period and handling of personal data will continue in accordance with BWB's Privacy Notice.

### 6. Contact Us

Should you have any questions about the information we hold on your Organisation or person, please contact us by:

Email at: membership@britishwheelchairbasketball.co.uk

Phone on: 01509 279900

Post to: Membership Department British Wheelchair Basketball SportPark 3 Oakwood Drive Loughborough LE11 3QF

If you are unhappy with any aspect of our work, including the services that we deliver, and would like to submit a complaint, you can do so by writing to us by:

Email at: membership@britishwheelchairbasketball.co.uk

Post to: Membership Department British Wheelchair Basketball SportPark 3 Oakwood Drive Loughborough LE11 3QF

# **Clubs and Organisations**

# 7. Membership Administration Portal

All organisations wishing to affiliate to British Wheelchair Basketball must manage their affiliation and individual members using our online membership administration portal. The membership portal can be accessed via the BWB App (available on android and Apple) and the web-based site. Click <a href="here">here</a> to login in via the web-based site.

New clubs or organisation wishing to affiliate will be required to confirm the Club or Organisation Administrator's name and email address to <a href="mailto:membership@britishwheelchairbasketball.co.uk">membership@britishwheelchairbasketball.co.uk</a> prior to gaining access to the membership portal.

The Club or Organisation Administrator will be responsible for maintaining the record of members and operating the membership portal on behalf of the affiliated club. They will also be responsible for using the systems and handling the personal data in accordance with BWB's Privacy Notice, <u>Terms of Use.</u>

### 8. Affiliation Benefits

Organisations can see their benefits here.

British Wheelchair basketball reserves the right to change or amend the benefits of membership at any time without prior notice.

### 9. Affiliation Numbers

Once affiliated, Clubs will receive an electronic welcome letter for the season sent from the Membership Team. Within this letter, each club will have a nominated affiliation number which remains their affiliation number for the duration of the club's existence. This affiliation number may be required for insurance claim purposes or on grant applications. If lost, Club Administrators can contact <a href="mailto:membership@britishwheelchairbasketball.co.uk">membership@britishwheelchairbasketball.co.uk</a> and request their affiliation number at any time.

### 10. Insurance

In line with the membership benefits seen in section 6, affiliated organisations will be covered for the following under British Wheelchair Basketballs Insurance:

- Public and products liability £10,000,000 (any one occurrence)
- Employers Liability £10,000,000 (any one occurrence)
- Professional Indemnity £2,000,000 (any one occurrence)
- Directors and Officers Liability £1,000,000 (any one occurrence and in the aggregate)

For any specific queries relating to insurance, contact membership@britishwheelchairbasketball.co.uk

### 11. Governance

As an affiliated club or organisation with British Wheelchair Basketball, you agree to adhere to the following policies:

- Acceptable Use Notice
- Articles of Association
- Data Processing Agreement
- Codes of Conduct
- Data Privacy Notice
- Disciplinary Policy
- Equal Opportunities Policy
- Safeguarding Policy
- Safeguarding Procedures
- Terms of Use
- BWB League and Competition Rules and Regulations
- All other BWB Policies and Procedures

Further to agreeing to the above, each affiliated club/organisation must have the following:

- Constitution
- Safeguarding Policy
- Chair assigned as such on the membership portal
- Secretary assigned as such on the membership portal
- Treasurer assigned as such on the membership portal
- Registered and appropriately qualified Welfare/Safeguarding Officer assigned as such on the membership portal.
- Registered and appropriately qualified Coach assigned as such on the membership portal

Failure of a club to have a Welfare Officer assigned as such on the membership portal will result in the refusal of affiliation until a time where this is rectified.

Any reported breach may result in investigation in line with BWB's Disciplinary Policy and Code of Conduct

# **Individuals**

# 12. Membership Administration Portal

All individual users of the membership portal will be solely responsible for ensuring the integrity and security of all login credentials. Use must be in accordance with British Wheelchair Basketball's Term of Use. Should these credentials become lost or otherwise compromised, it is the responsibility of the user to notify membership@britishwheelchairbasketball.co.uk immediately.

# 13. Membership Benefits

Individual members can see their benefits here.

British Wheelchair basketball reserves the right to change or amend the benefits of membership at any time without prior notice.

### 14. Individual User ID's

All individuals who create a profile on the Membership Portal will be automatically assigned a 'User ID' which will remain their unique ID for the duration of the account being on the portal. The User ID can be found on the individual's 'Licence Card'.

### 15. Insurance

In line with the membership benefits seen in section 6, individual members with full membership (not recreational membership) will be covered for the following under British Wheelchair Basketballs Insurance:

Enhanced Personal Accident insurance

For any specific queries relating to insurance, contact <a href="mailto:membership@britishwheelchairbasketball.co.uk">membership@britishwheelchairbasketball.co.uk</a>

### 16. Governance

As registered member with British Wheelchair Basketball, you agree to adhere to the following policies:

- Acceptable Use Notice
- Data Processing Agreement
- Codes of Conduct
- Data Privacy Notice
- Disciplinary Policy
- Equal Opportunities Policy
- Safeguarding Policy and Procedures
- Terms of Use
- All other BWB Policies and Procedures
- Rules and Regulations of the Sport

<sup>\*</sup> Personal Accident Insurance includes members up to 80 years of age.