



TERMS AND CONDITIONS

Last updated: 01/11/2025

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").

DEFINED TERMS

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.
 - 1.2.3 Badminton England reserves the right to reject any Application for Affiliation, at its sole discretion. If We are unable to accept it, We will inform you of this and refund any Affiliation Fee (as defined below in clause 4) that you have paid. Please refer to clause 10 for cancellation.

2. AFFILIATION

- 2.1 The Affiliation Year runs from 1st November to 31st October inclusive each year for all Club Affiliations.
- 2.2 The Affiliation Fee is payable in accordance with clause 4.3. The Affiliation will begin on the date of purchase, unless rejected under clause 1.2.3 of these Terms.
- 2.3 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 services and benefits listed on Our website ("Membership Benefits").
- 2.5 We will issue the Club with an Affiliated Club Identification Number, which must be quoted in all subsequent correspondence with Badminton England.
- 2.6 It is recommended that all players attending Affiliated Clubs should be registered with Badminton England and each Affiliated Club shall be responsible for ensuring that registration is effected. The data entered must be accurate and administrators must have a method in place for ensuring member details are accurate.
- 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) 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 if they make themselves responsible, using Badminton England's online membership administration system.
 - 3.1.1 Badminton England will provide administrative access to the Club Profile for the designated Main Contact. The administrator can allow access to additional individuals as required.
 - 3.1.2 Inputting accurate data is vital when administering a club and knowingly inputting players incorrect personal data could lead to a GDPR violation.
 - 3.1.3 Clubs repeatedly or intentionally inputting incorrect or missing data may have their administrative access removed.
- 3.2 Clubs registering players on their behalf must notify the individual they are being registered with Badminton England and a Membership purchased for them.
 - 3.2.1 A copy of the Terms and Conditions of Membership should be provided to individuals
- 3.3 Each Affiliated Club will appoint a minimum of one designated person who will be responsible for maintaining the Record of Members and operating the Administration

System, on behalf of the Affiliated Club.

3.4 Affiliated Clubs are required to appoint a minimum of one Main Contact within the Administration System who will be responsible for receiving information from Badminton England and ensuring this is distributed to the Clubs players and committee as appropriate.

3.5 Affiliated Clubs are required to appoint a minimum of one Club Welfare Officer

3.6 Affiliated Clubs will be solely responsible for ensuring the integrity and security of all login credentials and Club Roles with the Membership System and will immediately notify Badminton England if these are lost or become otherwise compromised.

3.7 The club is responsible for the data protection of it's players. Data protection training must be completed, and records kept, prior to individuals being given access to players data. This includes being allocated a Main Contact, Chairperson, Secretary, Treasurer or Administrator role within the Membership System.

4 FEES AND PAYMENT

4.1 Fees will be reviewed annually and any changes will apply from the start of the next Affiliation Year.

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

4.3 The Affiliation Fee must be paid to Badminton England when the Application for Affiliation is submitted. 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.

4.4 Affiliation Fees for the current Affiliation Year are shown on Our Website – www.badmintonengland.co.uk

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 Affiliation Fee that is payable under clause 4.3, 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.

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.

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.

5.4 If We have to revise these Terms under clause 5.3, 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.

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) We will use the personal data you provide to Us to:
 - 8.2.1 provide the Member Benefits, including but not limited to sharing data required for our partners to provide you with the Member Benefits;
 - 8.2.2 process your Application for Membership and payment of Membership Fees;
 - 8.2.3 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
 - 8.2.4 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.
 - 8.2.5 add coach members to the coach finder
- 8.3 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 on Our Website.
- 8.4 An Affiliated Club is responsible for the data protection of its players. See Clause 3 for the Clubs role in data protection.

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 Affiliated Clubs agree to abide by the following policies, copies of which are on Our website:
 - 9.2.1 the principles of the Badminton England Equality & Diversity Policy;
 - 9.2.2 the principles of the Badminton England Safeguarding and Protecting Children & Young People in Badminton policy;
 - 9.2.3 Badminton England's Code of Ethics and Behaviour;
 - 9.2.4 the principles of the Badminton England Safeguarding Adults Policy;
 - 9.2.5 and bound by the UK Anti-doping Rules or Badminton England Anti-Doping Rules;

10 YOUR RIGHTS TO CANCEL AND ENTITLEMENT TO REFUNDS

- 10.1 You have the right to cancel your Affiliation within 14 days of purchase, without giving any reason. The Cancellation period will expire after 14 calendar days from the day the Affiliation is purchased.
- 10.2 To exercise your right to cancel your Affiliation 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:
- 10.2.1 post to the National Badminton Centre, Bradwell Road, Loughton Lodge, Milton Keynes, MK8 9LA; or
- 10.2.2 email to membership@badmintonengland.co.uk.
- 10.3 If you cancel your Affiliation under clause 10.1 of these Terms, We will confirm your cancellation to you, in writing, and will return or refund any Affiliation Fee that has been paid to Us by you or on your behalf, in connection with the cancelled Affiliation 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.
- 10.4 We will process any refunds that We pay to you under clause 10.3 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 Affiliation in accordance with clause 10.2.
- 10.5 Once the cancellation period in clause 10.1 has expired, you may still cancel your Affiliation at any time by providing Us with at least 30 calendar days' notice in writing.
- 10.6 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.
- 10.7 You may cancel your Membership at any time with immediate effect by giving Us written notice if We:
- 10.7.1 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;
- 10.7.2 go into liquidation or a receiver or an administrator is appointed over Our assets;
- 10.7.3 change these Terms under clause 4 to your material disadvantage; or
- 10.7.4 are affected by an Event Outside Our Control.
- 10.8 Any refunds We choose to provide, outside of clause 10.1, will be subject to a 10% administration fee

10 QUERIES AND COMPLAINTS HANDLING

- 10.9 Any queries that you have regarding your Affiliation should be made in writing and sent to Us via:
- 10.9.1 post to the National Badminton Centre, Bradwell Road, Loughton Lodge, Milton Keynes, MK8 9LA; or
- 10.9.2 email to membership@badmintonengland.co.uk;
- 10.10 Any complaints should be made in writing and sent to Us via:
- 10.10.1 post to the National Badminton Centre, Bradwell Road, Loughton Lodge, Milton Keynes, MK8 9LA; or
- 10.10.2 email to feedback@badmintonengland.co.uk;
- 10.11 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 GENERAL

- 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 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).
- 11.3 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.
- 11.4 Affiliation is non-transferable and no Affiliation Benefit may be used by any Club that is not an Affiliated Club.
- 11.5 No one other than a party to these Terms shall have any right to enforce any of its clauses.
- 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 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.
- 11.8 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 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).
- 11.9 Any notice shall be deemed to have been received:
- 11.9.1 if delivered by email, at the time of transmission;
- 11.9.2 if delivered by hand, at the time the notice is left at the proper address; and
- 11.9.3 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.