

## **Wales Netball – Terms & Conditions (Membership)**

### **1. Introduction:**

These are the terms and conditions applicable to all members of Wales Netball (“Members”).

Please read these terms and conditions (the “Terms”) carefully to ensure that you understand and agree to them, as they contain the legal terms and conditions that all Members shall be deemed to have agreed to when registering for membership. All Members must adhere to these Terms at all times.

Wales Netball membership is operated by the Welsh Netball Association (“Wales Netball”), a company limited by guarantee (registered number 2679598) whose registered office is Wales Netball, Sport Wales National Centre, Sophia Gardens, Cardiff, CF11 9SW.

Any references to “we”, “us” or “our” shall be taken as references to Wales Netball. Any references to “you” or “your” shall be taken as references to any applicant for Wales Netball membership.

### **2. Membership Period:**

The membership period runs from 1 September to 31 August every year (“Membership Period”). Membership is valid from 1 September (or from the date that we receive your Membership Fee, if received after this date), until the 31 August unless terminated early in accordance with these Terms.

### **3. Membership Fees:**

Wales Netball 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 whether you join on 1 September, or later in the Membership Period.

### **4. Membership Benefits:**

Individual and Organisation Members can see what they’re entitled to in the most recent Membership Benefits Booklet.

We reserve the right to change or amend the benefits of membership at any time and without prior notice.

### **5. Non-UK Resident Members:**

Any 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:

(i) You shall be liable to pay any applicable sales tax or other taxes in connection with your Membership and any additional items purchased via the Wales Netball website;

(ii) Insurance exclusions may apply. Please contact [walesnetball@walesnetball.com](mailto:walesnetball@walesnetball.com) for further information.

### **6. Refunds:**

Should you change your mind about joining after you have paid your Membership Fees, a full refund shall only be available if you notify us of your wish to cancel your Membership in writing to the email address or postal address at the end of these Terms, within fourteen days of your membership becoming active in our membership site ([walesnetball.sport80.com](http://walesnetball.sport80.com)) and return any and all membership materials, if requested to do so by Wales Netball at your own cost to Wales Netball's postal address. No refunds shall be issued if you cancel your Membership after this fourteen-day period. Please note that if you begin to utilise your Membership, your right to cancel your Membership and receive a refund of your Membership Fee shall immediately cease.

No refunds or extensions shall be given if you are unable to use any part of your Membership at any stage during the Membership Period including as a result of any suspension or early termination of your Membership pursuant to these Terms.

#### **7. Membership renewals:**

Your membership renewal can be set up as automated at any point during the season – if you choose to auto-renew, you can amend this within your profile at any point up until the day prior to renewal (30<sup>th</sup> August of the season). The onus is on you to keep your email address updated in our membership platform ([walesnetball.sport80.com](http://walesnetball.sport80.com)).

#### **8. Membership number**

Your Membership number is unique to you and cannot be transferred to any other person at any time for any use.

#### **9. Insurance:**

As part of your application for Membership, you may (dependent on the Membership package purchased) be covered by Wales Netball's programme of insurance.

Summary details of Wales Netball's programme of insurance can be accessed via the Wales Netball website.

Any Member that is covered by the programme of insurance should make him/herself aware of the terms and other details of such Insurance that applies to them, and details are available upon request.

#### **10. Termination:**

We reserve the right, in our sole discretion, to

- (i) Refuse Membership; and/or
- (ii) Suspend Membership; and/or
- (iii) Terminate Membership;

in the following circumstances, if

- a) You breach these Terms or any other requirements set out on the Wales Netball Website in any manner and at any time;

- b) You fail to meet, or at any point during the Membership Period cease to meet, the required criteria for Membership (as set out on the Wales Netball Website);
- c) You are suspended or barred (on an interim or permanent basis) from any netball activity pursuant to the Articles of Association, Codes of Conduct, rules and regulations of Wales Netball, including, but not limited to, Wales Netball's Membership, Disciplinary and Safeguarding Regulations;
- d) In the reasonable opinion of Wales Netball, you act in any manner which brings Wales Netball or netball activity into disrepute including but not limited to non-compliance with Wales Netball's Competition rules, non-compliance with Wales Netball's Anti-Doping Policy that adheres to guidelines recommended by the World Anti-Doping Agency (WADA); or
- e) In the reasonable opinion of Wales Netball, you misuse your Membership in any manner.

In all such cases we shall have no liability to refund you or pay any other compensation to you in connection therewith. In the event of a suspension, Wales Netball may decide in its discretion to lift such suspension when it considers it is appropriate to do so.

In the event that we terminate or suspend your Membership:

- (a) Your access to the membership system shall be suspended or terminated as appropriate. In the event that any Membership suspension is lifted, full access shall resume;
- (b) You should immediately cease use of your Membership and your Membership Number.
- (c) You should immediately cease to hold yourself out as being a Member and cease to exploit any of the benefits of Membership.

#### **11. Privacy:**

Your personal information shall be used in accordance with our [privacy policy](#). This can be found on our membership system on the landing page.

#### **12. Amendments:**

We reserve the right to amend these Terms with or without notice to you from time to time. Any such amendment shall be effective once the revised Terms have been posted on the Wales Netball Website, and it shall be your responsibility to check these Terms for any such amendments. To the extent that any amendment to the Terms affects your rights or responsibilities in connection with your Membership, we shall notify you of such changes in advance of them becoming effective. Wales Netball reserves the right to re-brand Membership products at any time.

#### **13. Ownership of Materials and Intellectual Property Rights:**

Wales Netball 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, 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 Wales Netball 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.

All brand, product and service names, logos and images used in the Membership Materials are the property of Wales Netball, unless otherwise stated, with all rights reserved. You may not distribute products or offer 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 Wales Netball or, where applicable, the owner of such trademarks, trade names or service marks.

#### **14. Disclaimer of Warranties and Liability:**

To the fullest extent permitted by Welsh law, Wales Netball makes no representations, undertakings or warranties about the Membership, or any content or information provided as a result of being a Member. To the fullest extent permitted by Welsh law all representations, warranties and undertakings (express or implied) in respect of Membership are excluded.

#### **15. Liability:**

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.

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.

#### **16. Clean Sport**

As a member of Wales Netball you agree to be bound by the Anti-Doping Rules of Wales Netball which are the UK Anti-Doping Rules published by UK-Anti-Doping (or its successor), as amended from time to time.

You agree for Wales Netball to share your information, where relevant, with UK Anti-Doping (or its successor) for the purpose of intelligence sharing in relation to possible anti-doping rule violations. This information shall be shared in a secure manner.

#### **17. General:**

These Terms and all aspects of Membership are governed by and shall be construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with

these terms and conditions shall be subject to the non-exclusive jurisdiction of the English and Welsh courts.

Any failure by us to exercise any right or remedy under these Terms or at law does not constitute a waiver of that right or remedy or a waiver of any other rights or remedies. No single or partial exercise of a right or remedy by us under these Terms or at law prevents further exercise of the right or remedy or the exercise of any other right or remedy.

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 and Wales.

## **18. Contact information**

Please contact us as follows:

Email: [walesnetball@walesnetball.com](mailto:walesnetball@walesnetball.com)

Postal Address: Wales Netball, Sport Wales National Centre, Sophia Gardens, Cardiff, CF11 9SW

Telephone: +44 (0) 29 2033 4950