

membership  
TERMS AND CONDITIONS



BRITISH  
DODGEBALL

## **BRITISH DODGEBALL MEMBERSHIP TERMS & CONDITIONS**

These are the terms and conditions applicable to all members of British Dodgeball (“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. British Dodgeball membership is operated by Dodgeball Development Limited, a company limited by guarantee (registered number 10944585) whose registered office is Abacus House, Longbow Close, Huddersfield, HD2 1GQ. Any references to “we”, “us” or “our” shall be taken as references to British Dodgeball. Any references to “you” or “your” shall be taken as references to any applicant for British Dodgeball membership.

### **CONTENTS**

- 1. MEMBERSHIP TYPES**
- 2. MEMBERSHIP PERIOD**
- 3. MEMBERSHIP FEES**
- 4. REFUNDS**
- 5. MEMBERSHIP RENEWAL**
- 6. TERMINATION**
- 7. PRIVACY**
- 8. AMENDMENTS TO MEMBERSHIP**
- 9. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**
- 10. DISCLAIMER OF WARRANTIES AND LIABILITY**
- 11. COMMERCIAL ASSETS**
- 12. LIABILITY**
- 13. GENERAL**
- 14. MEMBERSHIP REQUIREMENTS**
  - a. CLUB MEMBERSHIP**
  - b. UNIVERSITY MEMBERSHIP**
  - c. PRIMARY & SECONDARY SCHOOL MEMBERSHIP**
  - d. INDIVIDUAL MEMBERSHIP**
  - e. COACH MEMBERSHIP**
- 15. PARENT/GUARDIAN CONSENT - U18 MEMBERS ONLY**
- 16. MEMBERSHIP BENEFITS**
- 17. FUNDING SUPPORT TERMS & CONDITIONS**

## **1. MEMBERSHIP TYPES**

There are a variety of membership types within British Dodgeball, including:

- Club Membership
- University Club Membership
- Primary School Membership
- Secondary School Membership
- Personal Membership:
  - Adult Playing Membership
  - University Playing Membership
  - Junior Playing Membership
  - Coach Membership
  - Supporters Membership

For membership requirements for each type of membership, please refer to Membership Requirements.

## **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**

British Dodgeball 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.

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

#### **4. REFUNDS**

A full refund of any membership fees will only be available if you notify us of your wish to cancel your Membership in writing to [hello@britishdodgeball.com](mailto:hello@britishdodgeball.com) within fourteen days of your membership becoming active and return any and all membership materials, if requested to do so by British Dodgeball at your own cost to British Dodgeball's postal address. No refunds will be issued if you cancel your Membership after this fourteen-day period. Please note that if you begin to utilize any Membership benefits, your right to cancel your Membership and receive a refund of your Membership Fee shall immediately cease; this may include access to services such as insurance. No refunds or extensions will 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.

#### **5. MEMBERSHIP RENEWAL**

Your membership will auto-renew on the 1st September each year for all membership types. We will endeavour to contact you at least one month before your Membership is due for renewal, to advise what actions you may need to take in order to renew your Membership, including providing information on any new criteria which organisations must fulfill in order to renew membership.

#### **6. 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 in the British Dodgeball Code of Conduct 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; c) You are suspended or barred (on an interim or permanent basis) from any dodgeball activity pursuant to the Code of Conduct; d) In the reasonable opinion of British Dodgeball, you act in any manner which brings British Dodgeball or dodgeball activity into disrepute; e) In the reasonable opinion of British Dodgeball, you misuse your Membership in any manner. In all such cases, we will have no liability to refund you or pay any other compensation to you in connection therewith. In the event of a suspension, British Dodgeball 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, you should immediately cease to hold yourself out as being a Member and cease to exploit any of the benefits of Membership.

## **7. PRIVACY**

Your personal information will be used in accordance with our privacy policy and the contact/privacy options you select when registering.

## **8. AMENDMENTS TO MEMBERSHIP**

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 British Dodgeball 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. British Dodgeball reserves the right to re-brand Membership products at any time.

## **9. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

British Dodgeball 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 British Dodgeball 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 British Dodgeball, 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 British Dodgeball or, where applicable, the owner of such trademarks, trade names or service marks.

## 10. COMMERCIAL ASSETS

Each Member or individual involved in any British Dodgeball events:

- Consents to the capture of content featuring the member teams and participants at or in relation to all British Dodgeball competitions;
- Parents and coaches are not permitted to capture content of children other than their own.
- Grants to British Dodgeball the right to use and sub-licence the use in perpetuity and free of charge the member assets for use in connection with the British Dodgeball commercial programme; in accordance with this Regulation.
- Individuals, or the parents of individuals, who do not wish themselves or their child to appear in content must email the Technical Committee in advance of events and follow processes which identify them to event coordinators and photographers.

British Dodgeball shall not use or grant to any British Dodgeball Commercial Partner the right to use (without the express prior written consent of the member in question):

- Any member assets in any manner which implies that any member, member team or participant endorses a product, service or brand of any commercial entity, or which reflects unfavourably upon the good name and image of the member; or
- any member logo on a stand-alone basis, and shall only use any member logo alongside or in connection with a minimum of one other member save in respect of:
  - Editorial usage by British Dodgeball and/or media outlets; or
  - Congratulatory messaging by British Dodgeball and/or any British Dodgeball commercial partner

Each member shall support British Dodgeball media and marketing activities by providing British Dodgeball and the British Dodgeball commercial partners with access to its member teams, participants, and British Dodgeball events in connection with:

- Any sponsorship advertising, promotion, publicity, merchandising or other commercial exploitation of the commercial rights relating to British Dodgeball and/or any British Dodgeball competition; and
- The hosting, conduct, operation, management, filming, recording, broadcast or other distribution of any British Dodgeball competition member event (including the provision of suitable facilities to enable the capture of content) in each case, without further consent or approval.

Each Member recognises and acknowledges that:

- All commercial rights in the British Dodgeball organisation, British Dodgeball events and British Dodgeball competitions as a whole, including all rights in content, are wholly owned by British Dodgeball and British Dodgeball is exclusively entitled to exploit such rights;
- Members may not enter into any commercial agreement surrounding this programme without the prior written consent of British Dodgeball. For the avoidance of doubt, this includes merchandise, third party retailers, advertising or event/social activity.
- Whilst members are not required to ask permission of British Dodgeball to enter into specific sponsorship agreements, British Dodgeball may refuse the use of a logo, name, product, service or brand of any commercial entity which would appear on kit or in any British dodgeball commercial assets which reflects unfavourably upon the good name and image, or best interests, of the member, sport or British Dodgeball. Clubs are therefore encouraged to check before entering into any sponsorship agreements with commercial entities.
- Any use it wishes to make of the British Dodgeball logo or other reference to British Dodgeball in connection with any British Dodgeball event or otherwise shall be subject to the prior written approval of British Dodgeball.
- All rights in content captured at British Dodgeball events shall be the property of British Dodgeball and the member hereby assigns such rights to British Dodgeball by way of future copyright. British Dodgeball shall be entitled to licence such content, and the right to broadcast such content, (including to broadcasters), as part of the British Dodgeball commercial programme and each member shall observe and comply with any and all exclusivity and other relevant conditions arising from such licence as British Dodgeball may notify to the member from time to time. Members shall be entitled to broadcast content captured at British Dodgeball events via the member's own individual platforms with the prior written consent of British Dodgeball and subject to any conditions relating to such broadcast as British Dodgeball may notify to the member, but the member shall have no right to licence such content to any third party broadcaster.

Any breaches with regards to this regulation may result in membership sanctions including, but not limited to, event bans, termination of membership and legal action.

## **11. DISCLAIMER OF WARRANTIES AND LIABILITY**

To the fullest extent permitted by U.K. law, British Dodgeball 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 U.K. law, all representations, warranties and undertakings (express or implied) in respect of Membership are excluded.

## **12. 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.

## **13. GENERAL**

These Terms and all aspects of Membership are governed by and will be construed in accordance with the laws of the United Kingdom. Any disputes arising under or in connection with these terms and conditions shall be subject to the non-exclusive jurisdiction of the U.K. 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 the United Kingdom.



## 14. MEMBERSHIP REQUIREMENTS

### 14.1 CLUB MEMBERSHIP

All clubs must have the following in place in order to become affiliated to British Dodgeball:

- A regular training time and venue
- A Club Safeguarding Policy and designated safeguarding officer
- A Club Articles of Association or Constitution
- A Club Data Protection Policy
- A Club Bank Account
- A qualified Level 2 dodgeball coach
- Appropriately qualified coaches for clubs which lead sessions involving junior players. For more information, please refer to our recruitment and disclosure policy on the [governance page](#) of our website.
- A Club Referee Lead.
- Agreement to follow British Dodgeball policies including the code of conduct, recruitment and privacy policy (accessible on the [governance page](#) of our website)

*As we strive to improve our member clubs' governance annually, this list may be added to each season. Please refer to the club membership page for more details.*

### 14.2 UNIVERSITY MEMBERSHIP

University Club Membership is compulsory for all university dodgeball clubs that compete in British Dodgeball and/or BUCS dodgeball leagues and events. All university teams competing in British Dodgeball and/or BUCS leagues must belong to a British Dodgeball university member club for the current season.

### 14.3 PRIMARY & SECONDARY SCHOOL MEMBERSHIP

All educational institutions must have the following in place in order to become affiliated to British Dodgeball:

- Be a registered school, college or university.
- A commitment to leading dodgeball sessions which follow British Dodgeball & organisation-specific safeguarding and health and safety policies.

### 14.4 INDIVIDUAL MEMBERSHIP

This covers both British Dodgeball Membership and Coaches Membership. All individuals applying for one of the above membership types must:

- Be aged 14 years or over.
- Agreement to adhere to the terms contained within this document.

## **14. 5 COACH MEMBERSHIP**

All sports coaches must have the following in place in order to become affiliated to British Dodgeball:

- Appropriately qualified coaching staff (including safeguarding, disclosures and coaching qualifications).
- A commitment to teaching the correct rules and skills of the sport using the correct equipment.

## **15. PARENT/GUARDIAN CONSENT - U18 MEMBERS ONLY**

All players aged 14 and above competing in British Dodgeball adult leagues and events must hold a British Dodgeball Adult Player Membership. Parents/Guardians hold responsibility for all Members aged under 18. To apply for a membership for an under 18, a Parent/Guardian is required to set up a JustGo account for their child.

Once the accounts have been created, the Parent/Guardian can apply for Membership on behalf of the under 18. By applying for Membership, the Parent/Guardian consents to the below points on behalf of the under 18:

- They participate in British Dodgeball leagues & events governed by British Dodgeball rules and regulations entirely at their own risk.
- You, as the Parent/Guardian have considered and understood the nature of the events concerned and have discussed them with the player
- You, as the Parent/Guardian are satisfied that the player is sufficiently responsible and competent to assume responsibility for their own safety whilst engaged in competition under British Dodgeball regulations.
- The player shall participate in British Dodgeball leagues & events without any liability whatsoever on the part of British Dodgeball or their Officials or Members in respect of any injury, loss or damage suffered by themselves, provided that this does not exclude the liability of any such party for death or personal injury arising from that party's negligence.

## **16. MEMBERSHIP BENEFITS**

Please refer to the [Membership Page](#) for details on membership benefits.

## 17. FUNDING SUPPORT TERMS & CONDITIONS

Affiliated clubs and other organisations may access support from British Dodgeball staff members whilst in the process of applying for funding. This may include assistance sourcing relevant funding pots, bid writing, project planning and administration, and general guidance. British Dodgeball offers this support to affiliated clubs and organisations with the understanding that the:

- Organisations involved have the necessary qualified workforce, safeguarding procedures and policies in place to properly undertake any planned projects.
- Organisations will adhere to all specific funding requirements, ensure project spend is in line with criteria listed on the successful application and will keep a detailed record of expenditure of funded items.
- Organisations will use British Dodgeball as the supplier for any services which British Dodgeball can provide. This includes, but is not limited to, equipment provision, education and training, criminal records checks, marketing, membership and competition entry.

Any deviation from the above must be agreed with British Dodgeball in writing before funding support is given. British Dodgeball is a non-profit organisation based in the U.K., where all income generated is invested into developing the sport of dodgeball. British Dodgeball does not charge clubs for funding support or charge a bid-writing fee, so it is important that British Dodgeball benefits by providing equipment and services to successfully funded projects in order to be able to continue to offer this service for member organisations.