Tribal Basketball Club - Membership Terms & Conditions

Effective from: [01/07/2025]

1. Definitions

- "Club" means Tribal Basketball, trading under Tribal Basketball CIC, registered in Wales.
- **"BE"** means Basketball England, the National Governing Body for basketball in England & Wales.
- **"Member"** means any individual who has completed the Club's membership process and paid all required fees.
- "Parent/Guardian" means the legal guardian of a Member under 18 years of age.

2. Acceptance of Terms

By submitting a membership application, the Member (or Parent/Guardian) confirms that they have read, understood and agree to abide by these Terms & Conditions, the Club's internal policies, and all applicable BE regulations — including but not limited to the BE **Code of Ethics** & Conduct, Safeguarding Policy & Regulations, Disciplinary Code, and NBL Rules & Regulations (where relevant).

3. Eligibility

- 1. Membership is open to anyone aged 5+ who:
 - o Completes the Club's online application and BE registration;
 - Pays the relevant fees (section 4);
 - Agrees to the Code of Conduct (section 6) and Safeguarding provisions (section 7).
- 2. The Club reserves the right to refuse or cancel membership where an applicant is suspended or barred under BE disciplinary or safeguarding processes.

4. Fees & BE Registration

- 1. Annual Club Fee: £TBC per season (1 September 31 August).
- 2. BE Membership & Licence Fees: paid directly through the BE membership portal.
- 3. Fees are non-refundable except where:
 - The Club cannot provide sessions for 6+ consecutive weeks (pro-rated refund),
 or
 - o Membership is declined before participation begins.
- 4. Late payments (7 days after invoice) may incur a £10 administration charge and/or suspension from sessions.

5. Payment Methods

Payments are accepted via GoCardless Direct Debit, bank transfer or card (Stripe). Cash is not accepted.

6. Codes of Conduct & Behaviour

- 1. All Members, parents, coaches and spectators must conduct themselves in line with the BE **Code of Ethics & Conduct** and the Club's Behaviour Policy.
- 2. Zero tolerance for discrimination, bullying, violence, harassment or abuse (verbal or physical). Breaches may result in disciplinary action, suspension or termination (section 12).

7. Safeguarding & Welfare

- 1. The Club adopts the BE **Safeguarding Policy (June 2024)** and **Safeguarding Regulations (Dec 2024)** in full.
- 2. A Club Welfare Officer (CWO) is appointed and contact details are displayed on the Club website and venue noticeboards.
- 3. All coaches and volunteers working with children (U18) or adults at risk must hold a valid, accepted DBS check and complete BE safeguarding training.
- 4. **Photography & Video:** Written consent is required (via the membership form) for the use of images in Club marketing or social media. Opt-out is always available.
- 5. Members or parents must report safeguarding concerns immediately to the CWO or via the BE "Report It" system.

8. Health & Safety

- 1. Members confirm they are physically fit to participate and have disclosed any relevant medical conditions.
- 2. The Club recommends an annual GP medical if unsure about fitness.
- 3. The Club carries public liability insurance through BE membership; personal accident cover is provided by BE licence.
- 4. Members must wear appropriate footwear and clothing and remove jewellery.
- 5. The Club is not liable for personal property lost or damaged at sessions.

9. Data Protection (GDPR)

- 1. The Club collects and processes personal data for membership administration, competition entry, safeguarding and marketing (where consented).
- 2. Data is stored securely, never sold, and shared only with BE, insurers, competition organisers and coaches on a need-to-know basis.
- 3. Members may access, correct or request deletion of their data by emailing info@tribalbasketball.co.uk.

10. Insurance

Membership of BE provides Members with player insurance as set out on the BE website. The Club recommends individuals arrange additional personal insurance if desired.

11. Training, Fixtures & Selection

- 1. The Club will publish a seasonal training schedule. Sessions missed due to venue closure or unforeseen events may be rescheduled but are not guaranteed.
- 2. Team selection for leagues, tournaments and NBL competition is based on ability, commitment, attendance and attitude; decisions rest with the Head Coach and are final.

12. Disciplinary Procedures

- 1. Breaches of these Terms or BE regulations will be investigated by the Club Committee in accordance with the BE **Disciplinary Code**.
- 2. Sanctions include verbal/written warnings, suspension, expulsion and referral to BE. No refunds will be issued following expulsion for misconduct.

13. Termination & Cancellation

- 1. Members may cancel in writing (email) giving 30 days' notice. Outstanding fees remain payable.
- 2. The Club may terminate membership immediately for serious misconduct, non-payment or safeguarding concerns.

14. Limitation of Liability

The Club's liability for personal injury or death caused by negligence is not excluded. Otherwise, liability is limited to the level of insurance cover in place.

15. Changes to Terms

The Club may amend these Terms to reflect changes in law, BE regulations or Club operations. Updates will be notified by email and on the website. Continued participation constitutes acceptance.

16. Force Majeure

The Club is not liable for failure to deliver sessions due to events beyond reasonable control (e.g., venue closure, pandemic restrictions).

17. Governing Law & Jurisdiction

These Terms are governed by the laws of England & Wales. Disputes shall be subject to the exclusive jurisdiction of the courts of England & Wales.

18. Contact

Tribal Basketball CIC | info@tribalbasketball.co.uk |