



## **VOLLEYBALL ENGLAND TERMS & CONDITIONS**

The purpose of the Volleyball England Terms & Conditions is to provide you with information about Volleyball England and the services it provides and the sport of Volleyball in England. These are the terms and conditions applicable to all Volleyball England affiliations and registrations ("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. All Members must always adhere to these Terms.

Any products and services provided by Volleyball England are owned and operated by English Volleyball Association Limited, a company registered in England and Wales with company number 2023635, whose registered office is at SportPark, 3 Oakwood Drive, Loughborough, Leicestershire, LE11 3QF, United Kingdom ("Volleyball England").

## **DEFINED TERMS**

References to "We", "Us" and "Our" should be construed as references to Volleyball England.

## **1. DATA PROTECTION**

1.1. Volleyball 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).

[https://www.volleyballengland.org/docs/VE\\_Privacy\\_Policy.pdf](https://www.volleyballengland.org/docs/VE_Privacy_Policy.pdf)1.2. 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](#).

## **2. VOLLEYBALL ENGLAND POLICIES**

2.1. As a Member you agree to abide by:

2.1.1. the principles of the Volleyball England Equality & Diversity Policy, a copy of which can be viewed [here](#);

2.1.2. the principles of the Volleyball England Safeguarding and Protecting Young People in Volleyball policy, a copy of which can be viewed [here](#);

2.1.3. Volleyball England's Code of Conduct, a copy of which can be viewed [here](#);

2.1.4. the principles of the Volleyball England Anti-Doping Policy, a copy of which can be viewed [here](#).

## **3. CHANGES TO THESE TERMS**

3.1. We will, from time to time, review Our Member Benefits and may make changes that we feel, acting reasonably, are appropriate. Any changes to Our Member Benefits will be posted on Our official website at [https://www.volleyballengland.org/membership/membership\\_home](https://www.volleyballengland.org/membership/membership_home). If as a result of any changes to



the Member Benefits that We make during a Membership Year, you would like to cancel your Membership, you may do so in accordance with clause 11.6.3. of these Terms.

[https://www.volleyballengland.org/docs/Code\\_of\\_Conduct.pdf](https://www.volleyballengland.org/docs/Code_of_Conduct.pdf)3.2. We may revise these Terms from time to time in the following circumstances:

3.2.1. changes in relevant laws and regulatory requirements; and/or

3.2.2. if it is no longer commercially viable for Us to offer any aspect of Membership.

3.3. If We should revise these Terms under clause 3.2., We will write to you via email of any changes to these Terms when 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. No refunds of your Membership Fee (or any other applicable payment) will be made on early termination of Membership.

#### **4. QUERIES AND COMPLAINTS HANDLING**

4.1. Any queries that you have with regards to any product or service provided by Volleyball England should be made to the relevant department, details of which can be found [here](#).

4.2. Any formal complaints that you have with regards to any product or service provided by Volleyball England, should be made in adherence to

4.2.1. the principles of the Volleyball England Complaints policy, a copy of which can be viewed [here](#);

#### **5. HOW TO CONTACT US**

Should you have any questions about the information we hold on you, please contact Us by:

Email at: [info@volleyballengland.org](mailto:info@volleyballengland.org)

Phone on: 01509 974700

Post to: Volleyball England, SportPark, 3 Oakwood Drive, Loughborough, Leicestershire, LE11 3QF, United Kingdom

## **MEMBERSHIP**

#### **6. YOUR ACCEPTANCE OF THESE TERMS**

6.1. Subject always to Volleyball England accepting an Application for Membership under clause 6.2., you can become affiliated to Volleyball England ("Membership") in one of the following ways (each an "Application for Membership"):

6.1.1. direct, by completing the sign-up application process on Our website available [here](#) ("Registration"); or



6.1.2. through your Membership of any individual volleyball club that is or becomes affiliated to Volleyball England (each, an "Affiliated Club").

6.2. By making an Application for Membership via either of the routes described in clause 6.1. of these Terms, you agree to be bound by and abide by:

6.2.1. the whole of these Terms

6.2.2. Our Privacy Policy available as listed in clause 1.2. at all times (in each case as updated or amended), and any additional rules or terms relating to your affiliation. You also acknowledge any rule and/or terms and conditions are subject to reasonable change from time to time and you agree to comply with any such changes.

6.3. Following completion of Registration (to Our satisfaction), if We accept your application for Membership, we will issue you with a Membership number unique to you ("VEU Number") that will appear on your profile. Your membership will begin from the point that your membership card is updated on your VolleyZone profile to the applicable season. and continue in accordance with clause 7.1. Please make a record of your VEU Number and quote it in all subsequent correspondence with Us.

6.4. The Terms do not affect your statutory rights as a consumer.

6.4.1. Individuals who become Members under clause 6 by making an Application for Membership under clause 6.1.1. are referred to, in these Terms as ("Direct Members" including Players, Coaches & Referees).

6.4.2. Individuals who become Members under clause 6. by making an Application for Membership under clause 6.1.2. are referred to, in these Terms, as ("Affiliated Club Members").

Or

6.4.3. Individuals who become Members by making an Application for player Membership under clause 6.1.1. are referred to, in these Terms as ("Direct Members").

6.4.4. Individuals who become Members by making an Application for coach Membership under clause 6.1.1. are referred to in these Terms as ("Coach Members").

6.4.5. Individuals who become Members by making an Application for referee Membership under clause 6.1.1. are referred to in these Terms as ("Referee Members").

6.5. Individuals who become Members by making an Application for player Membership under clause 6.1.1. or 6.1.2. are referred to, in these Terms, as ("Affiliated Club Members").

6.6. We reserve the right to suspend or cancel the membership of any member who, in our reasonable opinion, is guilty of conduct which is or may be detrimental to the reputation of Volleyball England or is or may be detrimental to the interests of the game of Volleyball or is otherwise offensive or dishonest in respect of their dealings with Volleyball England or any Affiliated Club. Our code of conduct can be accessed here.

## **7. YOUR MEMBERSHIP**



7.1. The Membership year runs:

7.1.1. for Direct Members, from 1st August to 31st July inclusive each year, Our acceptance of your Application for Membership under clause 6.;

7.1.2. for Affiliated Club Members, from 1st August to 31st July inclusive each year, a ("Membership Year").

An annual fee is payable in connection with your Membership ("Membership Fee") in accordance with clauses 7. and 8. of these Terms

7.2. If you wish to renew your Membership, you will need to do so before the expiry of the then current Membership Year.

7.3. An annual fee is payable in connection with your Membership ("Membership Fee") in accordance with this clause 7. and clause 8. of these Terms. The first Membership Fee is payable in accordance with either clause 6.4. (for Direct Members, and Coach Members) or clause 6.5. (for Affiliated Club Members). On the start date of each new Membership Year, you must pay a Membership Fee for the new Membership Year in accordance with Volleyball England's then current Membership fees and with clause 8. of these Terms.

7.4. Volleyball England offers the following categories of annual Membership (whether you are a Direct Member or an Affiliated Club Member):

7.4.1. "Adult Member" (for those aged 18 years or above at the time of becoming a member or automatically converting from a Junior Member either as a player, coach, or referee);

And

7.4.2. "Junior Member" (for those aged below 18 years at the time of becoming a member).

7.5. Adult Members and Junior Members are collectively referred to as ("Members") in these Terms.

7.6. Membership benefits:

7.6.1. All Members are entitled to receive the services and benefits listed on the webpage that can be accessed [here](#)

7.6.2. Coach Members are entitled to receive the services and benefits listed on the webpage that can be accessed [here](#)

7.6.3. Referee Members are entitled to receive the services and benefits listed on the webpage that can be accessed [here](#)

7.7. We will manage your Membership using Our online membership administration system, VolleyZone (the "Administration System"), through which you will also have access to your Membership profile information.

7.8. Through Our online membership administration system, VolleyZone (the "Administration System") you will be able to download your membership card as proof of your membership to Volleyball England.



7.9. As part of your application for Membership, you may (dependent on the package purchased) receive public liability and/or personal accident insurance made available by Volleyball England to Members.

The insurance made available by Volleyball England to Members (the "Insurance") is provided by Sports Insure. Sports Insure is a trading name of Aon UK Limited which is authorised and regulated by the Financial Conduct Authority ('FCA')

The full details and terms of the policy for such Insurance can be accessed via the [Sports Insure website](#). We reserve the right to amend the policies at any time.

## **8. FEES AND PAYMENT**

8.1. Membership Fees are agreed and set by the Volleyball England Board. Members will be informed by email of any Membership Fee changes (including any additional payments that may be charged) that shall take effect upon renewal, or commencement of a New Membership application (as the case may be).

8.2. Only one Membership Fee is taken by Us for each Member per Membership Year for each membership category.

8.3. Joining fees for Affiliated Clubs are not determined by Us.

8.4. Membership Fees for subsequent Membership Years are payable in accordance with this clause. If you are a Direct Member, subsequent Membership Years are payable to Us direct. If you are an Affiliated Club Member, Membership Fees for subsequent Membership Years are payable to Us, via your Affiliated Club.

8.5. If We do not receive any Membership Fee that is payable under these Terms either by you or on your behalf, we may suspend your Membership or reject your Application for Membership. If it becomes necessary for Us to take any action under this clause, We will inform you, or the Affiliated Club that submitted your Application for Membership to Us, of this.

## **9. 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:

9.1. You will be liable to pay any applicable sales tax or other taxes in connection with your Membership and any additional items purchased via VolleyZone.

9.2. If you reside more than 180 days outside the UK, you may only be covered under certain elements of the insurance benefit provided to Members. Any Member purchasing the insurance should make themselves aware of the terms and other details of such insurance in accordance with clause 7.9.

## **10. MEMBERSHIP BENEFITS**



10.1. We will use Our reasonable efforts to make the relevant Membership Benefits available to you for the duration of your Membership. However, there may be periods during which some or all the Membership Benefits are unavailable to you due to an event outside Our control. We shall not be liable for any failure to comply with Our obligation relating to your Membership in such circumstances.

10.2. All Membership Benefits are offered at Our discretion and may be withdrawn at any time.

10.3. Whilst every effort is made to ensure that the benefits and services provided by third parties (e.g., discounts) will be delivered to all Members and be of a suitable standard and quality, Volleyball England is in no way responsible for such benefits and services, which will remain the sole responsibility and liability of the third parties that provide them. Volleyball 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 Volleyball England shall have no liability in connection with the provision of such goods or services.

## **11. YOUR RIGHTS TO CANCEL AND ENTITLEMENT TO REFUNDS**

11.1. You have the right to request to cancel your Membership in the event of;

11.1.1. Accidental purchase, giving notice of 14 days from the point of purchase.

11.1.2. An injury/illness that prevents use of the majority of your Membership, giving notice of 14 days from the point of injury/illness.

11.2. To exercise your right to cancel your Membership under clause 11.1. of these Terms, you must inform Volleyball England of your decision to cancel your Membership by a clear written statement sent via:

email to [membership@volleyballengland.org](mailto:membership@volleyballengland.org)

11.3. If the request is successful, you will receive a full refund in accordance with Our payment terms. We have the right to apply a £5 admin fee deduction from your refund.

11.4. You may cancel your Membership at any time by providing Us with at least 30 calendar days' notice in writing.

11.5. In the event that you cancel your Membership under clause 11.4. of these Terms, We will be entitled to retain any Membership Fees that you have paid.

11.6. You may cancel your Membership at any time with immediate effect by giving Us written notice if We:

11.6.1. 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;

11.6.2. go into liquidation or a receiver or an administrator is appointed over Our assets in accordance with Our Articles of Association available [here](#);

11.6.3. change these Terms under clause 3. to your material disadvantage

11.7. Deceased members:



A full refund will be given to deceased members if we are notified of the need to cancel the Membership by a clear written statement sent via

email to [membership@volleyballengland.org](mailto:membership@volleyballengland.org)

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

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 VolleyZone account for themselves and then create a linked child account for the under 18. The user guides to complete this can be found [here](#). 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:

- 12.1. you participate in events promoted under Volleyball England rules and regulations entirely at your own risk;
- 12.2. the Parent/Guardian has considered and understood the nature of the events concerned and have discussed them with you;
- 12.3. the Parent/Guardian is satisfied that you are sufficiently responsible and competent to assume responsibility for your own safety whilst engaged in competition under Volleyball England regulations;
- 12.4. that you shall participate in such events without any liability whatsoever on the part of the promoter, promoting club, Volleyball England, or any club or organisation affiliated thereto 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;
- 12.5. the Parent/Guardian understands that you may be subject to anti-doping controls and that this may involve the removal of some of their clothing and the provision of a sample directly in the presence of a Doping Control Officer.