



## **Netball Scotland Terms and Conditions of Membership**

### **1. Introduction:**

Netball Scotland's Articles of Association gives provision for the establishment of Rules under Section 32, to provide effective operational support to the business.

By virtue of being a Member of Netball Scotland, Members agree to bind themselves to these Rules, cooperate to enforce these Rules and adhere to these Rules.

The following Terms and Conditions are adopted by Netball Scotland as Rules and are applicable to all affiliated Netball Scotland Members.

Members must ensure they are familiar with and understand these Terms and Conditions.

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

Your membership affiliation to Netball Scotland runs from September 1 to August 31 each year, unless otherwise agreed.

Membership is not valid unless paid in full.

Membership is not transferable.

Membership shall cease upon death, resignation, expulsion, or failure to pay fees in full.

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

Membership Fees are set by Netball Scotland at its AGM and fixed for the duration of the Membership Affiliation Period, unless otherwise agreed.

Membership Fees are non-refundable.

Membership Fees are not available for any part thereof the Membership Affiliation Period, unless otherwise agreed.

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

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

Membership benefits are not accessible until membership fees are paid in full.



## **5. Insurance:**

Insurance is included in your membership benefits and is only accessible if affiliation fees are paid in full.

## **6. Policy**

Members shall be knowledgeable of and comply with the following policies, terms and conditions, and guidelines:

- Equality Policy
- Trans Policy
- Anti-Doping Policy
- Communication Policy
- Data Protection policy, Data Breach Policy and Privacy Notices
- Anti-fraud, Anti-corruption and Anti-bribery Policy
- Anti-bullying Policy for Children & Young People
- Wellbeing and Adult Protection Policy
- Wellbeing and Child Protection Policy
- Any Code of Conduct
- Participation, Competitions, Match and Officials Regulations
- Minimum Operating Standards
- Finance Terms and Conditions
- Whistleblowing
- Any others deemed relevant by Netball Scotland

## **7. Privacy:**

Your personal information will be used in accordance with the Netball Scotland Privacy Notice.

## **8. Intellectual Property Rights, Copyright and Ownership of Materials:**

Netball Scotland own all intellectual property rights, copyright, data and materials provided or made available to members through all digital and print media.

You may not copy, publish, distribute, extract, re-utilise, or reproduce any part 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 Netball Scotland on a case by case basis. In particular, you shall not incorporate in any commercial work or publication, whether in hard



copy or electronic or any other form, and no part may be distributed or copied for any commercial purpose.

All brand, product and service names, logos and images are the property of Netball Scotland, 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 without the prior written permission of Netball Scotland or, where applicable, the owner of such trademarks, trade names or service marks.

#### **9. Amendments:**

Netball Scotland reserve the right to amend these Terms and Conditions 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 Netball Scotland Website, and it shall be your responsibility to check these Terms and Conditions for any such amendments.

To the extent that any amendment to the Terms and Conditions affects your rights or responsibilities in connection with your Membership, Netball Scotland shall notify you of such changes in advance of them becoming effective.

Netball Scotland reserves the right to re-brand Membership products at any time.

#### **10. General:**

These Terms and Conditions and all aspects of Membership are governed by and will be construed in accordance with the laws of Scotland. Any disputes arising under or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the Scottish courts.

Any failure by Netball Scotland to exercise any right or remedy under these Terms and Conditions 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 Netball Scotland under these Terms and Conditions 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 and Conditions is invalid, unlawful or unenforceable to any extent, Netball Scotland shall delete the relevant part from the Terms and Conditions and the remainder of the Terms and Conditions shall continue to be valid and enforceable to the fullest extent permitted by the laws of Scotland.

#### **17. Contact**

For further information please contact:

Email: [Membership@netballscotland.com](mailto:Membership@netballscotland.com)

Postal Address: FAO Membership, Emirates Arena, 1000 London Rd, Glasgow, G40 3HY