

Terms & Conditions of Membership and Provision of Services

The Welsh Sports Association (WSA) is a professional, not for profit Company registered in England and Wales (number 05835990) whose offices are based at Sport Wales National Centre Sophia Gardens Cardiff CF11 9SW. Our mission is to empower, equip and inspire our members to be stronger, more successful and sustainable businesses. By joining the WSA an organization joins a team of like-minded organizations interested in working with and promoting high standards of service and professionalism. WSA captures the power of this team to reduce costs through collaboration and shared services and hopes to address common challenges by shared business solutions.

In order to ensure that we achieve this, we require our members to subscribe to the following Terms and Conditions which apply to the provision of membership and Services. You are deemed to have accepted these Terms and Conditions when you submit an application form, submit payment for membership or accept/use WSA Services (whichever happens first) and these Terms and Conditions and your membership form are an agreement between us.

1. General

- 1.1. All members of WSA must agree to be bound by the Articles of Association of WSA (“the Articles”) and the Rules and Regulations as in force and amended from time to time, copies of which can be found on the WSA website. A paper copy can be supplied on request.
- 1.2. WSA expects members to maintain high standards of professionalism at all times and operate their organisation in accordance with all relevant statutory requirements.
- 1.3. Should any clause of these Terms and Conditions be incompatible with any clause contained in the Articles, then the clause contained in the Articles shall prevail.

2. Membership

- 2.1. It is the responsibility of each potential member to ensure that all information provided in the Application for Membership Form is correct to the best of their knowledge.
- 2.2. Different membership categories exist with different rights, benefits and privileges as approved by the WSA Board of Directors.
 - (a) Full Members shall have the rights of Company Members and subject to the Board’s decision, membership to this category shall be open to application by the following:
 - i) Recognised National Governing Bodies or Groups (“NGB”) accepted into membership under the provisions of the Articles (with a National remit in Wales).
 - ii) Unaffiliated Organisations that are legally constituted not for profit bodies involved in the delivery of sport or active recreation in Wales and are not affiliated to an NGB.
 - (b) Associate Members are public, private, commercial or voluntary organisations that play a role in sport, active recreation or community activity in Wales, regionally and locally and are not eligible to be Full Members.
 - (c) All Members shall conform to the following:
 - i) Be properly established and operated in accordance with applicable laws, requirements, professional standards and best practice;

- ii) Be adequately insured for public liabilities, employers liabilities and other liabilities where appropriate;
 - iii) To provide their services in accordance with the rules, expectations and accepted standards within sport in Wales and in accordance with any laws, rules, regulations or requirements of any club or organisation they are providing services to or in connection with;
 - iv) To freely submit to any safeguarding measure required by a club or organisation they are providing services to or in connection with;
 - v) To otherwise conduct themselves in a professional and appropriate manner and not bring any club, governing body, the WSA, or sport into disrepute.
- 2.3. WSA is not obliged to accept every application for membership or give any reason for refusal. Applicants have no right of appeal against any decision of WSA regarding their membership application.
- 2.4. When an application is rejected, or a member organisation is expelled pursuant to clause 2.7, the WSA reserves the right not to reconsider the organisation for membership for a period of five years. The WSA also reserves the right to apply this condition to any of that organisation's officers, directors or trustees, be it as part of the original organisation or any other organisation they associate themselves with during this period.
- 2.5. Membership resignation must be provided in writing to the WSA registered address. Verbal or email resignation will not be accepted.
- 2.6. Membership shall automatically cease if a member no longer meets the criteria for membership or fails to pay any monies due to WSA including, without limitation, any affiliation fee due.
- 2.7. The board of WSA may suspend the membership of any member it considers having conducted itself in a manner that is inappropriate or likely to bring the WSA into disrepute. The member will remain suspended pending an investigation and may face expulsion from the WSA upon completion of such an investigation. Any member so suspended will be invited to provide a submission to the investigation for consideration and will also be provided with a copy of the investigatory process. The outcome of the investigation and the subsequent decision of the board will be final.

3. Benefits of Membership

- 3.1. The benefits and privileges associated with specific types of membership are approved and issued by the Board. Information about the benefits of Membership is published on the WSA website and are provided as part of the application process. The Board reserves the right to make changes to such benefits and privileges.
- 3.2. Additional membership packages may be purchased as part of our Membership Plus offering. Such packages and services will have additional terms and conditions in addition to but not replacing these terms and conditions.
- 3.3. WSA is entitled to refuse to allow any member to purchase or subscribe to any or all services or packages offered without providing any reason for such a refusal. Members have no right of appeal if a package or service purchase or subscription is refused.

4. Data Protection

- 4.1. All personal data held by WSA is held and processed in accordance with our policies, your rights and our obligations under the Data Protection Act 2018.

5. Services

- 5.1. We warrant that we shall use reasonable care and skill in the performance of our Services; we can make any changes to the Services we provide which are necessary to comply with any changes in the law or safety requirements, and we will notify you of any such changes.
- 5.2. No liability shall attach to WSA, our directors, our employees, or retained consultants for loss or damage of any kind, including lost profits or other consequential losses, suffered as a result of the use of, or inability to use, our Services or for any errors or omissions in the contents of any forms or documents on our website.
- 5.3. You must immediately notify us of any unauthorized uses(s) of your membership Services or any other breaches of security including data security.
- 5.4. If you do not agree to abide by these Terms and Conditions you are not authorized to use our Services.

6. Intellectual Property Rights

- 6.1. Membership does not transfer from WSA to you, any WSA or third-party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with WSA. All trademarks, service marks, graphics and logos used in connection with our website, membership or Services, are trademarks or registered trademarks of WSA or our Partners. Other trademarks, service marks, graphics and logos used in connection with our website or Services may be the trademarks of other third parties. Your use of our website and Services grants you no right or license to reproduce or otherwise use any WSA, Partner or third-party trademarks unless prior agreement has been given in writing.

7. Links to other websites

- 7.1. Although the WSA website may provide links to other websites, we are not, directly or indirectly, implying any approval, association, endorsement, or affiliation with any linked website, unless specifically stated. We are not responsible for examining or evaluating linked websites, particularly those of members, and we do not warrant the content of them. We do not assume any responsibility or liability for the actions, products, services and content of any other third parties. You should carefully review the legal statements and other conditions of use of any website which you access through a link from the WSA website. Linking to any other off-site pages or other websites from our website is at your own risk.

8. Indemnity

- 8.1. On becoming a member and by using our Services you agree to indemnify and hold WSA and its directors, officers, employees, consultants and agents harmless from and against any liabilities, losses, damages or costs, including reasonable fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your membership or use of the WSA website or Services or any wilful misconduct on your part.

9. Waiver

- 9.1. Failure by WSA to enforce the performance of any provision in these Terms and Conditions shall not constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

10. Severance

- 10.1. In the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

11. Law and Jurisdiction

- 11.1. These Terms and Conditions are governed by the laws of England and Wales and any dispute relating to them shall be subject to the jurisdiction of the courts of England and Wales. Parties to these Terms and Conditions agree to attempt to seek resolution to any dispute through Mediation or Arbitration prior to court proceedings being issued.

12. Changes and Amendments to these Terms and Conditions

- 12.1. WSA reserves the right to modify its Terms and Conditions or its policies, or Services at any time without notice, effective upon posting of an updated version of the Terms and Conditions on the WSA website. Continued membership and use of the Services after any such changes shall constitute your consent to such changes.