

# BRITISH BASEBALL FEDERATION

## TERMS OF MEMBERSHIP

### Layer 2 — Governance & Membership Framework

*Refresh of the existing BBF Terms of Membership*

#### Document control

Status	Working draft for Board review (v1.6)
Governance layer	Layer 2 — Governance & Membership Framework
Replaces	The existing BBF Terms of Membership (Sport:80-paid account holders)
Reads with	Constitution; Code of Conduct; Integrity, Complaints and Grievance Framework; Sr. Leagues Handbook; Supporting Policies (Layer 5)
Owner	BBF Secretary
Scope	Individual paid Members through Sport:80. Club affiliation is governed under the Constitution and the Sr. Leagues Handbook.
Review	Periodically and on material change

## 1. Status and scope

1.1 This document sets out the BBF Terms of Membership for individuals who, after creating a Sport:80 account, pay BBF membership fees. On payment, and subject to acceptance of the application by the BBF, the individual becomes a Member of the BBF as defined in the BBF Constitution and is bound by these Terms of Membership for the relevant membership year. Membership is granted on an annual basis, and may be renewed by auto-renewal as set out in Clause 5.

1.2 The BBF Constitution is available at <https://britishbaseball.org.uk/wp-content/uploads/2025/10/BBF-Constitution-Approved-17.11.2024.pdf>.

1.3 Club affiliation is governed by the Constitution and by the Sr. Leagues Handbook (club affiliation provisions); the present document concerns individual paid Members.

1.4 Interpretation of "the BBF". References in these Terms of Membership to "the BBF" include the Board and any officer, committee or representative authorised by the Board to act on the BBF's behalf. Where a clause specifies a particular decision-maker (for example, the Board, the BBF Secretary, the Disciplinary Committee or the Appeal Committee), that specification prevails over the general reference.

## 2. Policy adherence

As a condition of Membership, every Member agrees to comply with the BBF's governance documents in force from time to time, including in particular:

- The Constitution;
- The Code of Conduct, which sets the single behavioural standard for the sport;
- The Integrity, Complaints and Grievance Framework, which operates the BBF's response to concerns, complaints, grievances and alleged breaches;
- The Sr. Leagues Handbook (and any Youth Handbook), which governs how competitions are administered and played;
- The Anti-Doping Policy and the UK Anti-Doping Rules adopted by the BBF;
- The Anti-Bribery & Corruption Policy;
- The Conflicts of Interest Policy;
- The Whistleblowing Policy;
- The Safeguarding Policy (BBF-side reference to BSUK) and the BSUK Safeguarding Policy and Complaints Procedure;
- The Privacy Policy (which includes the BBF Retention Schedule);
- The IT Policy and the Website Terms of Use;
- The Communications Operations Guide (for those administering official BBF or club accounts);
- The Financial Governance Framework when in force;
- Any other BBF rules, regulations and published policies in force from time to time, including any selection criteria, codes of conduct and behavioural rules relating to the Great Britain Baseball National Teams Programme, where the Member is involved with that Programme.

The current versions of these documents are published at <https://britishbaseball.org.uk/federation-documents>.

### **3. Insurance**

Members are covered by BBF insurance. Information on the insurance arrangements is available at <https://britishbaseball.org.uk/insurance/>.

### **4. Membership number and personal nature of Membership**

Members will be issued with a unique membership number which will be required to access certain benefits and services of Membership. Individual Memberships are personal to the Member and are not transferable.

### **5. Term, payment, auto-renewal and acceptance**

5.1 Annual term. Membership is granted on an annual basis. Each Membership is for a single membership year, as defined by the BBF from time to time. On expiry of the membership year, the Membership expires automatically and the individual ceases to be a Member of the BBF unless and until a new annual Membership is granted in accordance with this Clause.

5.2 Payment. Membership is paid annually, in advance, and is non-refundable except as set out in Clause 5.5.

5.3 Auto-renewal as default. To facilitate fee collection, the BBF operates Membership on an auto-renewal basis by default. Where the Member has set up auto-renewal in Sport:80, the BBF

will take payment from the Member's nominated payment method for the next membership year before the current Membership expires. Auto-renewal is an operational convenience for fee collection only. It does not create a multi-year contract, does not guarantee renewal of Membership, and does not create any continuing right to Membership beyond the current membership year. Each membership year is a separate annual Membership.

5.4 Auto-renewal payment as application. Where the BBF takes an auto-renewal payment, that payment constitutes the Member's application for Membership for the following membership year. It is treated in the same way as a fresh application for the purposes of Clause 7.1 (Refusal of Membership).

5.5 The BBF's right to refuse a renewal application; refund. The BBF may decline a renewal application at its discretion under Clause 7.1. Where the BBF declines a renewal application, any auto-renewal payment already taken will be refunded to the Member within thirty (30) days of the decision. A decision to refuse a renewal Membership is not appealable, save where the law otherwise requires (in particular, the Equality Act 2010 and any other applicable legislation).

5.6 Acceptance of renewal. Acceptance by the BBF of a renewal application is signified either (a) by an express written acceptance to the Member, or (b) automatically, by the BBF retaining the auto-renewal payment for thirty (30) days from the date of payment without declining the renewal application. Where the BBF accepts a renewal application, a new annual Membership is granted with effect from the start of the new membership year on the Terms of Membership in force at that time.

5.7 Member's right to cancel auto-renewal. The Member may turn off auto-renewal at any time via Sport:80 or by notifying the BBF in writing. Cancellation of auto-renewal does not affect the Member's Membership for the current membership year, which continues until expiry. Any statutory cooling-off rights applicable to the Member are preserved and unaffected by this Clause.

5.8 BBF right to deactivate auto-renewal. The BBF may deactivate auto-renewal for any Member at its discretion, with notice to the Member. Deactivation of auto-renewal does not in itself terminate the Member's Membership for the current membership year, which continues until expiry.

5.9 Pre-renewal reminder. The BBF will use reasonable efforts to send the Member a reminder before taking an auto-renewal payment, at least seven (7) days before the payment is due. A failure to send a reminder does not affect the validity of the auto-renewal payment, the application it constitutes under Clause 5.4, or these Terms of Membership.

5.10 Lapsed Members. The BBF may contact lapsed Members for up to twenty-four (24) months after Membership expires to understand why the Membership has lapsed and to invite re-application. Such communications may include current Membership offers and promotions and will contain instructions to unsubscribe.

## **6. Disclosure of material information**

Members agree to advise the BBF promptly of any material reason that may affect their registration, including but not limited to: legal proceedings, prosecutions, court actions, breaches of safeguarding rules, and actions brought by any baseball club or governing body (in the UK, affiliated or not affiliated, and internationally). Members further agree to disclose any material information that may affect their or other participants' health or safety, including symptoms of illness or pre-existing medical conditions where relevant.

## **7. The BBF's right to refuse, suspend or withdraw Membership**

This Clause is the single source of the BBF's authority to refuse, suspend or withdraw Membership. References elsewhere in BBF documents to refusal, suspension or withdrawal of Membership are to be read in accordance with this Clause.

7.1 Refusal of Membership. The BBF reserves the right to refuse any application for Membership at its discretion, whether the application is from a first-time applicant, an auto-renewal application under Clause 5.4, or any other renewal application following the expiry of a previous membership year. A decision to refuse Membership is not appealable, save where the law otherwise requires (in particular, the Equality Act 2010 and any other applicable legislation).

7.2 Suspension or withdrawal. The BBF may suspend or withdraw Membership, or prohibit an individual from operating in the GB National Teams Programme or in any other BBF activity, in any of the following circumstances:

- Where the Member has breached, or is alleged to have breached, the Code of Conduct or any other BBF rule, regulation or policy, following the process set out in the Integrity, Complaints and Grievance Framework;
- Where suspension is required as a precautionary interim measure under Section 10 of the Integrity, Complaints and Grievance Framework;
- Where the Member is the subject of an anti-doping rule violation administered by UKAD or another competent authority;
- Where the Member is the subject of a safeguarding concern handled by BSUK or a statutory authority;
- Where the Board (on advice from the BBF Secretary, or through a Board-authorized committee) reasonably considers that continued Membership would create a risk to participants, the integrity of the sport, the BBF's reputation, or public confidence in the sport.

7.3 Appeal — process outcomes. Where suspension or withdrawal of Membership is the outcome of a process under the Integrity, Complaints and Grievance Framework, the right of appeal in Section 15 of that Framework applies.

7.4 No appeal — non-Integrity decisions. Where suspension or withdrawal of Membership is not the outcome of a process under the Integrity, Complaints and Grievance Framework (for example, an interim measure under Section 10 of that Framework, a UKAD or BSUK matter, or a precautionary or risk-based decision under Clause 7.2 of these Terms), there is no right of appeal under Section 15 of that Framework. A Member who disagrees with such a decision may raise a complaint under Section 6 of that Framework; the Board may review the decision at Stage 3 of the complaints process. UKAD and BSUK matters are subject to the appeal regimes operated by those bodies.

## **8. Behaviour and conduct**

The behavioural standards expected of Members are set out in the Code of Conduct. Alleged breach of those standards is handled under the Integrity, Complaints and Grievance Framework. This Clause does not repeat the substantive behavioural standards; it confirms that Membership is conditional on compliance with them.

## **9. Privacy and personal data**

The BBF's handling of personal data is governed by the BBF Privacy Policy. By becoming a Member, the Member acknowledges that personal contact information is recorded and processed for the purposes of managing the Membership scheme, administering the sport in accordance with the BBF's role as the National Governing Body, and communicating with Members about BBF matters. Where third-party sharing is necessary (including for rosters, the BallClubz app, the BBF player profile, or compliance with a request from a government, court or law enforcement authority), the BBF will share data in accordance with applicable law and the Privacy Policy.

## **10. Images, recordings and digital content**

This Section is the BBF's master statement on the use of images and recordings of individual Members. Operational provisions in the Sr. Leagues Handbook are read in accordance with this Section; in the event of any inconsistency between this Section and the Handbook, this Section prevails for individual Member consent matters. The BBF's exclusive commercial broadcast and negotiation rights in respect of BBF events are set out separately in the Sr. Leagues Handbook (Section 45).

10.1 The BBF's use of images and recordings. The BBF has the right to broadcast, take and use images and recordings (including photographs, video and audio) of all practices, games, training sessions, events and other BBF activities. By becoming a Member, and by participating in BBF activities or events, the Member agrees to the BBF's use of such images and recordings.

10.2 Use across media. The BBF may use any image or recording taken at any BBF event or activity, without the express written permission of those included, in publications and other media material produced, used or contracted by the BBF, including (without limitation) brochures, invitations, books, newspapers, magazines, television, websites, social media and other digital platforms. The BBF may use the image or recording in its original format or as edited or altered. The BBF may also assign the use to a third party photographer, film-maker or media partner.

10.3 Opt-out for adult Members. An adult Member who does not wish to have their image recorded for distribution should make their wishes known to the photographer, the event organisers, and/or the BBF at [info@britishbaseball.org.uk](mailto:info@britishbaseball.org.uk) with the subject line "IMPORTANT NO IMAGES" (with a confirmation reply from the BBF). By participating in a BBF event, or by failing to notify the BBF in writing of a desire not to have their image used, the Member releases, defends, holds harmless and indemnifies the BBF from all claims involving the use of the image or recording or likeness.

10.4 Under-18s — BSUK precedence. For participants under the age of 18, the BSUK Safeguarding Policy and the BSUK Photography & Filming Consent Form take precedence over Clauses 10.1 to 10.3. Express written consent from a parent or guardian is required for the use of images of children under 18. The opt-out regime in Clause 10.3 does not apply to under-18s; the express consent regime under BSUK applies instead.

10.5 Third-party use. A person or organisation not affiliated with the BBF may not use, copy, alter or modify BBF photographs, graphics, video or other similar reproductions or recordings without the prior written permission of an authorised designee of the BBF.

## **11. Conflicts of interest**

Members must comply with the BBF Conflicts of Interest Policy. Members who hold a role within the BBF or any of its committees, or who otherwise act in a decision-making capacity, must identify, disclose and manage conflicts in accordance with that Policy.

## **12. Confidentiality**

Information that the BBF, the Member or another party deems confidential and communicates as such will not be provided to any third party without the express consent of the BBF, save as required by law or for the purposes set out in Clause 9 or the Privacy Policy.

## **13. Identification at events**

Members agree to bring a copy of a government-issued identification document to BBF events and, if requested by a BBF-appointed representative, to provide it for identification purposes.

## **14. Acknowledgement of risk and release**

The BBF considers it appropriate to ask all those wishing to take part — or those with parental or guardian responsibility for those wishing to take part — in BBF activities and events to acknowledge certain risks before participating. These provisions are for the protection of the Member or their child, of other participants, and of the BBF.

14.1 Inherent risks. The Member acknowledges that participation in baseball and in BBF activities and events carries inherent risk of injury, loss or damage. To the maximum extent permitted by law, the Member accepts those inherent risks and releases the BBF and its officers, employees, volunteers and contractors (together, the BBF Parties) from liability for any loss, damage, injury, cost or expense arising from the ordinary risks of participation in BBF activities or events.

14.2 Rights and liabilities that cannot be excluded. Nothing in this Clause excludes or limits any liability that the law does not allow the BBF to exclude, including (without limitation) liability for death or personal injury caused by the BBF's negligence or the negligence of other BBF Parties, liability for fraud or fraudulent misrepresentation, and any other liability that cannot be excluded under the Unfair Contract Terms Act 1977, the Consumer Rights Act 2015, or any other applicable law. Nothing in this Clause prevents the Member from bringing a claim against the BBF in respect of such matters or any other matter not within the scope of Clause 14.1.

## **15. Waiver**

A failure by either Party to insist upon strict performance of any provision of these Terms, or a failure to exercise any right or remedy to which it or they are entitled, does not constitute a waiver of that provision and does not cause a diminution of the obligations under these Terms. No waiver of any provision of these Terms is effective unless it is expressly stated to be such and is signed by both Parties.

## **16. Modification of these Terms**

16.1 The BBF may modify these Terms of Membership at any time, including during a playing season, to reflect changes in law, regulatory guidance, BBF policy, government guidelines or any other reason. The current version of these Terms of Membership is published at

<https://britishbaseball.org.uk/federation-documents>. The version published on that page applies from time to time and supersedes any previous version.

16.2 Publication of the updated Terms of Membership on that page constitutes notice to all Members. The BBF is not required to give individual notice of variations. Members are responsible for checking the published Terms of Membership periodically.

16.3 By continuing to be a Member after the publication of any variation, the Member is deemed to accept the variation.

16.4 Where there is a conflict between these Terms and any additional terms notified to Members in writing, the additional terms take precedence.

16.5 Nothing in this Clause limits any right that the law (in particular the Consumer Rights Act 2015 and the Equality Act 2010) does not allow the BBF to exclude or modify.

## **17. Leaving the United Kingdom**

A Member domiciled in the United Kingdom who leaves the UK should notify the BBF at [registrations@britishbaseball.org.uk](mailto:registrations@britishbaseball.org.uk). UK domicile is a condition of BBF insurance cover; a change in domicile may affect insurance cover and Membership status.

## **18. Governing law**

These Terms of Membership are governed by the laws of England and Wales. Disputes between a Member and the BBF that are not resolved through the Integrity, Complaints and Grievance Framework are subject to the exclusive jurisdiction of the courts of England and Wales, save where a different forum is required by mandatory law.

## **19. Relationship to other BBF documents**

This Terms of Membership document is a Layer 2 document in the BBF Governance Framework. It is read with the Constitution (Layer 1); the NGB Approach (Layer 3); the Sr. Leagues Handbook and any Youth Handbook (Layer 4); and the Code of Conduct, the Integrity, Complaints and Grievance Framework, the Financial Governance Framework (when in force) and the supporting policies (Layer 5).

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