



BRITISH FENCING

# British Fencing - Terms and Conditions

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Valid From 15/2/2016

## 1. Purpose of Document

This document describes the terms and conditions surrounding

- The BF Membership Scheme
- Use of Data
- Communications
- Use of the BF website(s)

## 2. The British Fencing & Home Country Membership Scheme

By purchasing a membership from British Fencing you or your legal guardian consent to the member being bound by all relevant rules, codes and policies governing the activities and conduct of the membership including, without limitation, the Technical Regulations, Codes of Conduct, Disciplinary Code and Grievance Code, Child Protection and Anti-Doping Policies issued and updated from time to time by British Fencing and the affiliated Home Country Governing Body. British Fencing codes of conduct and other relevant policies can be found by [clicking here](#).

Further to this, the following Terms and Conditions apply:

1. In these terms and conditions: "Membership" means the British Fencing Membership Scheme "BF", British Fencing; "Member" means a current Member of BF Membership Scheme, "Partner" a third part supplier outside of BF offering a benefit to Members.
2. A) "Membership" for the Terms and Conditions herein refers only to Membership of the BF Membership Scheme, **not** a membership of the corporate body, British Fencing Association Ltd, nor any related membership of a corporate Home Country Association entity.  
B) Some categories of Membership of the BF Membership Scheme may include membership of the corporate body of the British Fencing Association Ltd and/or any related membership of or affiliation to a corporate Home Country Association entity.  
C) Membership of the corporate entities are described by the relevant Memorandum and Articles of Association and associated Bye-laws which can be found on the relevant websites.
3. Membership is paid annually, in advance and is non-refundable.
4. Memberships can only be downgraded at renewal, and there may be limits and additional charges imposed for subsequent upgrades within a 12 month period.
5. Any special Membership offers for priority booking periods, discounted tickets, etc, to a particular competition or other event will not guarantee that a Member will obtain such tickets.
6. Availability and access to Member offers will be further subject to the specific terms and conditions of each offer.

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7. While they will use their reasonable endeavours to determine that such offers are genuine and achievable, BF is not responsible for Partners not honouring any discounts and/or offers quoted to Members.
8. If a Member obtains a Membership product or service from a Partner, the Member will become a customer of that Partner and will deal with them on the terms and conditions set out by the Partner for such sale.
9. If a Member obtains a Membership product or service from the affiliated Home Country, the Member will become a customer of that Home Country and will deal with them on the terms and conditions set out by them.
10. BF reserves the right to refuse any application for Membership at its sole discretion without reason.
11. If the remittance tendered in payment of Membership is dishonoured, not paid or in any other way refused (other than by BF), the relevant Member shall be liable to pay BF's administrative charge of £5.00 (or such other amount as BF may inform the Member in writing from time to time) and any bank or other similar charge incurred by BF as a result, and such Membership shall be immediately withdrawn.
12. Individual Memberships are personal to the Member and are not transferable.
13. BF reserves the right to suspend or cancel a Member's Membership and all associated benefits for a period of time or to withdraw their use in the event of a breach of any of the terms and conditions, where a discounted fee has been claimed without entitlement, or if the Member knowingly does or suffers to be done any act or thing which will in any way harm, misuse or bring into disrepute BF Membership.
14. BF reserves the right to withdraw any Membership upon reasonable notice being given, subject to the right of the Member to a reasonable pro rata reimbursement.
15. BF has the right to change the benefits that a Member receives at any time without advance notice so long as the value of the benefits remains the same. Any changes will be subsequently notified to existing Members.
16. BF will record personal contact information in its secure database for the purposes of managing the Membership scheme, and to contact its members with promotions and updates. Contact details will not be passed to third party organisations without Member's specific consent. Members may unsubscribe by updating their profile in the membership login area.

### 3. Use of Data

Any information you give us may be added to our database and will be processed in accordance with the Data Protection Act 1998.

We will never sell, rent, or otherwise provide your personally identifiable information to any third parties (excluding those trusted organisations such as those that carry out functions or membership services on our behalf including affiliated Home Countries and partner organisations) unless you give us permission to do so, or we are obliged or permitted by law to disclose it or where it is necessary for the purpose of or in connection with legal proceedings or in order to exercise or defend legal rights.

For full details please refer to <http://www.britishfencing.com/privacy-statement/>

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### 4. Communications

We will communicate with you through email, notices posted on our websites and other means. By joining British Fencing you are indicating your consent to receive statutory notices to the email address you supply and accept that you are responsible for updating our records if your email address or other personal details change.

Our communications may include emails which help inform you about matters relevant to your membership and emails related to the proper functioning of your account.

All email messages to or from British Fencing may be monitored to ensure compliance with internal policies and for our mutual protection.

For full details please refer to <http://www.britishfencing.com/privacy-statement/>

If you would prefer not to receive information electronically, please check the appropriate options which can be accessed on your membership profile. If you believe you have received electronic communications in error please contact British Fencing Head Office immediately so that we can rectify the problem. It is not the intention of British Fencing to send you communication you do not wish to receive.

### 5. The BF Website(s)

#### 5.1 General

By accessing the British Fencing website(s) you agree to be bound by these terms and conditions.

British Fencing reserve the right to vary or amend these terms and conditions at any time. This website is provided on an "as is" and "as available" basis without any representation or endorsement.

Although we will use reasonable endeavours to verify the accuracy of the information displayed on this website, British Fencing does not make any warranties, express or implied, in relation to its accuracy. Furthermore, British Fencing cannot accept responsibility for any errors or omissions and reserve the right to vary, amend or cancel any of the arrangements featured on this website should they find such alterations necessary.

You acknowledge and agree that the material and content contained within this website is made available for your own personal non-commercial use only and that you may not copy or otherwise use the material for any other purpose.

You further acknowledge and agree that all rights, the material and content of this website are owned by or licensed to British Fencing. You undertake not to copy, store, distribute or alter any part of this website without the prior written permission of British Fencing or in accordance with the Copyright, designs and Patents Act 1988.

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### 5.2 Website Links

This site may contain links to third party websites. These links are provided for your convenience only and British Fencing may have no control over such websites nor be responsible for their contents.

Providing a link to an external website does not imply any endorsement of the material on those websites or any association with their operators. If you decide to access any of the third party websites linked to from this website, you do so entirely at your own risk. We cannot guarantee that these links will work all the time and we have no control over any availability.

### 6. Events Beyond our Control

We will not be liable to you for any delay in delivering any services or order or breach of our obligations, if the delay or breach is due to acts of God, civil commotion, riots, malicious damage, floods, drought, fire, legislation, failure of ISP or telecommunications provider or other cause beyond our reasonable control. This does not affect your statutory rights.

### 7. Links to Home Country Membership Websites

For additional Home Country specific information including rules, regulations and affiliation benefits please visit the appropriate Home Country website. Links to these websites can be found on [http://britishfencing.com/membership/new\\_membership\\_scheme/](http://britishfencing.com/membership/new_membership_scheme/)

### 8. Further information

If you have any questions relating to these Terms, please e-mail us direct at [headoffice@britishfencing.com](mailto:headoffice@britishfencing.com).