

# INDIVIDUAL MEMBERSHIP: TERMS AND CONDITIONS

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## 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 here:

<https://www.britishfencing.com/policy-zone/>

Fencers, currently participating in the sport, are expected to be members of British Fencing at the appropriate level.

Further to this, the following Terms and Conditions apply:

### 2.1 ALL MEMBER CATEGORIES

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. Available Membership Categories and the associated services and benefits are published on the BF website.
4. Members will be issued with a unique membership number which will be required to access certain benefits and services of Membership.
5. Individual Memberships are personal to the Member and are not transferable.

6. BF reserves the right to refuse any application for Membership at its sole discretion without reason.
7. 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.
8. 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.
9. 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.
10. 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.

#### **Member Offers and Partners**

11. 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.
12. Availability and access to Member offers will be further subject to the specific terms and conditions of each offer.
13. 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.
14. 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.
15. 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.

#### **Personal Data & Preferences**

16. BF will record personal contact information in its secure database for the purposes of managing the Membership scheme, administering the sport in accordance with its role as a National Governing Body 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.
17. Members are responsible for ensuring that their personal details and communication preferences are kept up to date in their profile accessible via the membership login area.
18. BF may contact lapsed Members up to 24 months after Membership expires to identify why the Membership has lapsed. This may include any current Membership offers and promotions. The emails will contain instructions to unsubscribe from these emails.

Rolling Memberships – Supporter, Starter, Recreational and Compete. Your British Fencing Membership is a rolling annual agreement which will automatically renew upon the anniversary of your first application. Fencers, currently participating in the sport, are expected to be members of British Fencing at the appropriate level. The membership level is set at the point of renewal and runs for the full twelve months. Membership can be upgraded during a membership year; a downgrade can only be done on renewal.

The following additional Terms and Conditions apply:

19. Membership is a rolling annual agreement which will automatically renew upon the anniversary of the first application.
20. Membership is paid annually, in advance and is non-refundable.
21. Membership category is set at the point of renewal and runs for the full twelve months.
22. Membership category can be upgraded during a membership year.
23. Memberships can only be downgraded at renewal, and there may be limits and additional charges imposed for subsequent upgrades within a 12-month period.

### **2.1.1 LATE RENEWAL PAYMENTS**

If, for any reason, a renewal payment is delayed your renewal date is effective from the date the renewal was due and not from the date of payment. Membership is a rolling agreement, and your membership will continue on from the original renewal date.

### **2.1.2 CANCELLATIONS AND REFUNDS**

You will receive a renewal notice approximately 1 week in advance of your renewal date, informing you of your entitlement to cancel and of any changes to your auto renewal as well as the amount due. This will be sent to the email that we have in your membership profile. Any payment arrangements that have been made by auto renewal will continue unless you notify your bank/building society that you wish to cancel. Recurring payments can be cancelled from within the BF membership platform.

If you wish to cancel your membership, you must inform us of your intention to cancel prior to the renewal date.

This can be done by logging into the membership platform at any point before the renewal date and cancelling.

If you are unable to log into the membership platform to cancel your membership, you must inform us of your intention to cancel a minimum of ten working days prior to the renewal date. This notice should be provided directly to us, in writing by letter or e-mail.

You will not be charged and there will be no refund due.

Once your membership has been renewed, it will still be possible to cancel your membership. No refunds will be provided unless the notice requirements are complied with.

If you subsequently make a late renewal payment, your renewal is effective from the date the payment was due and not the actual payment date.

### **2.1.3 UPGRADES**

Starter and Recreational members must upgrade to a Compete level membership to compete at specific events. The first time you upgrade from starter to recreational to Compete, the balance of payment will become due for the remaining months on the membership.

### **2.1.4 DOWNGRADES**

You will be able to downgrade your membership at the point of renewal by logging into the membership platform and selecting which membership category you would like to downgrade to. Downgrades will only come into effect on the anniversary date.

After downgrading, should a member wish to upgrade during the same membership year, British Fencing reserve the right to charge the members for the full year cost at the rate of the higher membership category.

If you are unable to log into the membership platform to downgrade your membership, you must inform us of your intention to downgrade a minimum of ten working days prior to the renewal date. This notice should be provided directly to us, in writing by letter or e-mail.

Once renewal of your membership has occurred, it may still be possible to downgrade your membership, but we are not obliged to offer a refund unless the notice requirements are complied with.

### **2.1.5 CHANGE OF DETAILS**

Members have direct access to the membership platform where personal details can be updated directly. BF will use these contact details to get in touch with you. If you are unable to access the platform and wish to update any of the personal details associated with your membership, then your request must be sent in writing by letter or e-mail.

## 2.2 NON-ROLLING MEMBERSHIPS - INTRODUCTION

The **'Introduction to Fencing'**, 90-day free trial membership is a non-rolling membership type. Once the 90 days has expired you will need to upgrade to a Starter, Recreational or Compete. You will be able to upgrade your membership at any point during the 90 days.

You will receive notice of your renewal date in advanced of the expiry date that will list all the available membership upgrade options.

Once upgraded to a full paying member, see 2.2 for rolling membership types.

## 3. USE OF PERSONAL DATA

Any information you give us may be added to our database and will be processed in accordance with the Data Protection Act 1998 and any and all subsequent legislation regarding the processing of personal data.

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 the BF Privacy Policy which covers how BF use your personal data and the BF Privacy Statement which specifically refers to use of data collected through the BF website. Both can be found here: [http://britishfencing.com/uploads/files/privacy\\_statement\\_23.05.2018.pdf](http://britishfencing.com/uploads/files/privacy_statement_23.05.2018.pdf)

## 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.

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

Where a subscription to the Sword Magazine is included in your membership, you will automatically be subscribed based on the options you select when joining.

When joining you will also be given the option to indicate whether you wish to receive other types of communication from BF or our partners. If you would prefer not to receive information

electronically, please check the appropriate options which can be accessed on your membership profile.

You can change these options at any time in your online membership account.

We produce a number of newsletters which you can subscribe or unsubscribe to at any time. On joining or renewal you will be sent an email describing the newsletters and be provided with details on how to subscribe or unsubscribe. You will not be sent these newsletters unless you subscribe to them.

All our newsletters will give you information about how you can opt out receiving individual newsletters or unsubscribe from all newsletters.

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

British Fencing may contact you up to 24 months after your membership has lapsed to identify if you are still fencing and the reasons behind your lapsed membership. This may include any current membership offers and promotions. You will be given the option to unsubscribe from these emails.

For full details please refer to the BF Privacy Policy which covers how BF use your personal data and the BF Privacy Statement which specifically refers to use of data collected through the BF website. Both can be found here: [http://britishfencing.com/uploads/files/privacy\\_statement\\_23.05.2018.pdf](http://britishfencing.com/uploads/files/privacy_statement_23.05.2018.pdf)

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 the terms and conditions contained herein.

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 web site, 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.

## **5.2 WEBSITE LINKS**

Websites operated by British Fencing 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.

## **5.3 WEBSITE PRIVACY POLICY**

For full details on how BF process and store data collected on the BF website please refer to the Privacy Statement which can be found here:

[http://britishfencing.com/uploads/files/privacy\\_statement\\_23.05.2018.pdf](http://britishfencing.com/uploads/files/privacy_statement_23.05.2018.pdf)

## **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 INFORMATION**

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

<https://www.britishfencing.com/about-us-zone/home-countries/>

## **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).