

MEMBERSHIP TERMS AND CONDITIONS

These terms and conditions form the basis of the contract through which British Canoeing (“we” or “us”) will deliver a service to you as a British Canoeing member (“you”). On becoming a member of British Canoeing you are automatically agreeing to these terms and conditions. You are also agreeing to abide by the governing documents of British Canoeing including the Articles of Association and the rules and regulations as amended from time to time.

You have and you are providing us with the appropriate consent to handle your personal information in accordance with the Data Protection Act or any applicable Data Protection legislation in any effect during the period of your membership. Your data will be collected, stored and used in accordance with the British Canoeing Data Protection Policy.

British Canoeing, whose registered office is National Water Sports Centre, Adbolton Lane, Holme Pierrepont, Nottingham, NG12 2LU. British Canoeing is governed by its Articles of Associations and Regulations.

Membership Benefits

Membership of British Canoeing will provide you with membership at Club Associate, On the Bank or On the Water level. As a British Canoeing member you will receive a wide range of benefits.

A typical membership package may include:

- Waterways licence
- Public liability insurance
- Monthly newsletters and communications
- Access to coaching courses and competitions
- Access to discounts and offers from partners
- Member rates on the Paddler magazine

Membership packages may vary according to the grade of membership held.

We reserve the right to change the benefits that apply to British Canoeing membership at any time and without prior notice.

Any external providers of a benefit included within your membership package will have absolute discretion in relation to the provision of services, and membership of British Canoeing does not guarantee that the external provider will accept an application from a member for the provision of services.

Services supplied from an external provider will be subject to the provider’s own terms and conditions, and we do not accept any liability for loss or damage suffered as a result of a fault, error or omission in the provision of these services by the external provider.

We reserve the right to change our external providers without prior notice and our decision on services provided is final.

Membership Contract

When you click to submit your application online, or you post, telephone or email us with details of your application, you are making an offer to subscribe to British Canoeing which, if accepted by us, will result in a legally binding contract.

At the point of renewal of your membership, your renewal payment is confirmation of the continued acceptance of this contract. You may not transfer any of your rights and obligations under these terms and conditions to another person.

Online Application

For online applications you will have sight of a confirmation page or receive an email and a legally binding contract is formed on the date we send your welcome email. This will be sent out when payment is confirmed. A welcome pack will be sent out afterwards.

Written/Verbal Application

For applications made verbally or via a written application form; the contract between us will be formed when we send your welcome email. This will be sent out when payment is confirmed. A welcome pack will be sent out afterwards.

Cooling off period

We offer a fourteen day “cooling off” period for new members, effective from the day your application is accepted.

This will allow you to cancel your subscription without any penalty. If you wish to cancel your new member subscription, you must notify us within these fourteen days in writing, by letter, or email.

If a welcome pack has been issued this must be returned to us. The cost of postage and packing applicable to the return of the welcome pack will be at your own expense and we will not be accountable for these costs.

Rights to refuse applications

We reserve the right not to fulfil, or to cancel, your application if we are unable to obtain payment authorisation from the issuer of your card or from your bank in the case of direct debit payments.

If you are accepted as a member, but it subsequently transpires that any or all of the information provided by you was misleading or false, we reserve the right to revoke the membership with immediate effect, without the right of appeal.

Postal and electronic magazine delivery

We will deliver all magazines to the postal address or email address you notify to us when you have made a successful purchase of a magazine subscription.

You agree that we will not be responsible for failure to deliver the magazines if you have supplied us with an incorrect address or have failed to notify us of an address change.

We reserve the right to dispose of incorrectly addressed envelopes and their contents without an obligation to refund your membership fee if they are returned to us.

Delay in delivery and non-delivery of your magazine

We will not be liable to you for any delay in delivery or non-delivery of magazines in the following circumstances:

- Where the issuer of your payment card refuses to authorise payment for your magazine subscription.
- Where such delay or failure is due to circumstances beyond our control (see Force Majeure below).

Force majeure

Neither party shall be liable to the other for any delay or non-performance of its obligations by reason of matters beyond its control including, but not limited to, any act of terrorism, war, riot, civil commotion, compliance with any law or government order, fire, flood or storm, strikes, or any other industrial dispute, delay in transit, power failure, postal delay, or any event that cannot be reasonably be planned for or avoided. In which case, we will deliver as soon as is reasonably possible.

Cancellation and refunds

Your British Canoeing Membership is a rolling agreement which can be renewed upon the anniversary of your application. You will receive a renewal notice in advance of the anniversary of your application date, informing you of your entitlement to renew.

Any payment arrangements that have been made by Direct Debit will automatically continue, unless you notify your bank/building society that you wish to cancel it.

If you wish to cancel your membership, you must inform us of your intention to cancel a minimum of five working days prior to the anniversary of your application. This notice should be provided directly to us, in writing by letter or email.

Once renewal of your membership has occurred, it will still be possible to cancel your membership, but refunds after this time will be at the sole discretion of British Canoeing.

No refunds will be given if British Canoeing believes that an individual has benefitted in any way from being a member; e.g. by entering or competing in an event that requires you to be a member, by having accessed membership materials or by obtaining member discounts.

Price information

Fees displayed on the application section of the website will prevail at all times in relation to orders placed online.

Fees displayed on an application form, or quoted by a British Canoeing representative, will prevail in relation to membership subscriptions placed verbally or by post.

You may make a one-off payment for a one year membership subscription, new or renewal, by cheque, credit/debit card, BACS payment or an annual direct debit payment.

We reserve the right to increase the price of the membership subscription on an annual basis. You will be informed of any fee increase within your renewal letter. If we discover an error in the price of your membership subscription, we will inform you as soon as is reasonably possible.

Credit card payments

If you are not using your own credit/debit card to pay for the membership subscription, you must ask the permission of the credit/debit card holder before entering the payment details.

When you offer to subscribe to British Canoeing either online, by post or verbally, you are confirming that you have obtained the express prior permission of the credit/debit card holder.

Direct debit payments

Payment by direct debit is the simplest and the most convenient way to pay for your British Canoeing membership. If you have an annual direct debit agreement then payment is automatic through your bank or building society, beginning on the payment date shown on your renewal notice. If you are just setting up your first direct debit, then the first annual

payment, will be taken from your account within 5 working days of setting up the direct debit.

Liability

Our liability to you will not extend to any membership related benefits, goods or services provided by an external provider. We specifically exclude liability for any loss or damage suffered by you as a result of your involvement in whatever manner with an external provider.

Our liability to you in the event of magazines being lost in dispatch shall, at our discretion, be limited to replacement of the missing issues.

Every effort is made to ensure the accuracy of the Canoe Focus magazine; however, neither we nor the authors can accept liability for errors and omissions within the magazines.

These Terms and Conditions do not and shall not affect your statutory rights as a consumer.

Information services

Diligence and care should be taken when using the information provided. All services are subject to copyright law. We use our best endeavours to ensure all information provided by us is as up to date as possible.

However, you should not rely on the information provided as the sole basis for making business, legal or other decisions. You should seek appropriate independent advice before making any such decisions.

The content of all publications are the opinion of the author.

Data protection and use of personal data

British Canoeing takes your privacy rights seriously and the personal data you supply will be used to process your membership subscription. As a member of British Canoeing your data will be used to administer your membership, and if you opt in it will also be used for communication, promotional offers, events, insurance, statistical and analytical purposes.

You will receive membership communications relating to service provision and to notify you of the expiry of your membership. If you provide us with your email address and opt in, then we will send monthly communications which may be of interest. You can opt out at any time.

If you wish to obtain a copy of your personal data held by us, then please write to the address below. You may be asked to provide proof of your identity and for information that might help to locate the data you are seeking.

If you believe that any of the information we hold concerning you is incorrect or out of date, please provide us with the accurate information at the address below. You are also entitled to request that your data be deleted. Please also refer to our Privacy Policy on our website.

Variation

We may change these terms and conditions at any time upon giving you 14 days prior written notice. The most recent edition of these terms and conditions will be binding upon you. Members may exit the contract without penalty if they do not accept any proposed variation.

Governing law and jurisdiction

These terms and conditions are governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based.

If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

Third parties

A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

British Canoeing Brand

Use of our logo by you is not permitted unless you are an affiliated club, approved centre or partner of British Canoeing, and we have granted you express permission.

Queries comments and complaints

We will respond to any complaint or query received within three working days. This may be an acknowledgement that we have received a complaint whilst further investigations are carried out.

If you have any queries, comments or complaints about your membership please contact our membership team:

Telephone: 0300 0119 500 (lines are open Mon-Fri 8.30am-6pm) (excluding public holidays and Christmas holiday)

Email: membership@britishcanoeing.org.uk

Post: National Water Sports Centre, Adbolton Lane, Holme Pierrepont, Nottingham, NG12 2LU