

These Terms and Conditions are the standard terms for the provision of services by ‘The Grand National Archery Society’, trading as ‘Archery GB’ a company limited by guarantee based in the United Kingdom registered in England and Wales under company number 01342150, whose registered address and main trading address is Lilleshall National Sports and Conferencing Centre, Newport, Shropshire, TF10 9AT (“Archery GB”).

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- “Business Day”** means any day other than a Saturday, Sunday or bank holiday;
- “Calendar Day”** means any day of the year;
- “Club Affiliation Benefits”** means the benefits which are to be provided by Us to you as specified in Our Payment Advice and confirmed in Our Payment Confirmation;
- “Contract”** means the contract for the provision of Membership explained in clause 3;
- “Fees”** means the price payable for the Membership;
- “Membership”** Adult Junior and Disabled Members are collectively referred to as (‘Members’) in these Terms.
- “Membership Benefits”** means the benefits which are to be provided by Us to you as specified in Our Payment Advice and confirmed in Our Payment Confirmation;
- “Month”** means a calendar month;
- “Payment Advice”** means the electronic application for Club Affiliation generated by our online administration system;
- “Payment Confirmation”** means the electronic Payment receipt acknowledgement for Membership generated by our online administration system;
- “Services”** means any governance and administration provisions, and benefits that are provided by Archery GB to deliver to and support its customers and members;

“We/Us/Our”

means ‘The Grand National Archery Society’, trading as ‘Archery GB’ a company limited by guarantee based in the United Kingdom registered in England and Wales under company number 01342150, whose registered address and main trading address is Lilleshall National Sports and Conferencing Centre, Newport Shropshire TF10 9AT.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail or other means.

2. Information About Us

2.1 ‘The Grand National Archery Society’, trading as Archery GB’ is a company limited by guarantee and based in the United Kingdom registered in England and Wales under company number 01342150, whose registered address and main trading address is Lilleshall National Sports and Conferencing Centre, Newport, Shropshire, TF10 9AT.

2.2 Our VAT number is 102352036.

3. Application for Membership

3.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. By making an application for membership you confirm that you have read and understood and agree to be bound by and abide by:

3.1.1 The whole of these Terms

3.1.2 Our Privacy Policy available here: <https://archerygb.org/resources/privacy-policy>

3.1.3 All members shall be deemed to have made themselves familiar with, and agreed to be bound by the Archery GB’s Articles of Association, its laws and regulations, and comply with all applicable laws, policies and procedures.

3.1.4 The Archery GB Code of Conduct, available here: <https://archerygb.org/files/code-of-conduct-210723114601.pdf>

3.1.5 All members must disclose if they have been or are currently disqualified or prohibited from working with children, young people or vulnerable adults.

at all times (in each case as updated or amended) and any additional rules or terms relating to your affiliation of Us communicated to you from time to time. You also acknowledge any rule and/or terms and conditions are subject to reasonable change from time to time and you agree to comply with any such changes.

3.3 You can become a Member of Archery GB in one of the following ways (each an “Application for Membership”):

3.3.1 Direct, by completing the sign-up application process on Our website available here <https://agb.sport80.com> (“Registration”); or

3.3.2 Through your membership of any individual archery club that is or becomes affiliated to Archery GB, (an “Affiliated Club”).

- 3.3 Subject to Archery GB accepting an Application for Membership, following completion of Registration (to Our satisfaction,) and receipt of payment we will issue you with your unique Membership number to be used on all correspondence with us.

4. Your Membership

- 4.1 The Membership year runs:
- 4.1.1 for Direct Members, for 12 months from the date of Us confirming Our acceptance of your Application for Membership under sub-clause 3.3.1; or
 - 4.1.2 for Affiliated Club Members, 12 months from the date that your club renews your Membership with Archery GB inclusive each year, under sub-clause 3.3.2.
- 4.2 If you wish to renew your Membership, you will need to do so before the expiry of your current Membership Year, otherwise your Membership will lapse, and you will not be entitled to the Membership benefits during the lapsed period.
- 4.3 An annual fee is payable in connection with your Membership in accordance with clause 4. On the start date of each new membership year, you must pay a Membership Fee for the new Membership year in accordance with Archery GB's then current Membership fees.
- 4.4 Archery GB offers the following categories of annual Membership (whether you are a Direct or an Affiliated Club Member)
- 4.4.1 "Senior" (for those aged 21 years or above at the time of becoming a member)
 - 4.4.2 "Under 21" (for those aged below 21 years at the time of becoming a member)
 - 4.4.3 "Disabled" (self-declared for any age category)
- 4.5 All Members are entitled to receive the services and benefits listed on Our webpage that can be accessed via the link <https://archerygb.org/get-involved/become-a-member>.
- 4.6 We will manage your Membership using Our online membership administration system (the "Administration System"), through which you will also have access to your Membership profile information, including setting of your personal preferences.
- 4.7 You will be expected also to join the relevant County and Region Archery Association.

5. Fees and Payment

- 5.1 Membership Fees are set by the Executive of Archery GB and agreed by the Board of Archery GB. Membership Fee changes, (including any additional payments that may be charged) that shall take effect upon renewal will be communicated via our website and Members Ezine.
- 5.2 Our Prices may change at any time, but these changes will not affect payments that We have already accepted.
- 5.3 If you make an Application for Membership in accordance with clause 3.3.1. of these Terms, (Direct to Us) you must pay your Membership Fee to Us at the time that your Application for Membership is submitted. Payments can be made using a credit card or debit card. If your Application for Membership is not successful, any membership Fee paid upon application will be refunded to you.

- 5.4 Credit and/or debit cards may be charged a transaction fee on use.
- 5.5 If you make an Application for Membership in accordance with clause 3.3.2. of these Terms, (Affiliated Club), your Fee that you have paid them to represent your Archery GB Membership Fee will be paid to Us by them. If your Application for Membership is not successful, any Membership Fee paid upon application will be refunded to your individual Affiliated Club. If it becomes necessary for Us to take any action under this clause 5.6, We will inform you and the Affiliated Club that submitted your Application for Membership to Us, of this.
- 5.6 Individual Affiliated Clubs can make Membership payments under clause 3.5.2. by credit or debit card, Bacs transfers or cheques, payment details will be included on the payment advice if paying by Bacs or cheque. The Payment Advice must be paid within 14 days of the Membership Application being made under clause 3.5.2.
- 5.7 If we do not receive any Membership Fee that is payable under these Terms either by you or on your behalf, we may suspend your Membership or reject your Application for Membership. If it becomes necessary for Us to take any action under this clause 5.7, We will inform you, or the Affiliated Club that submitted your Application for Membership to Us, of this.
- 6. Changes to Your Membership or to these Terms**
- 6.1 We will, from time to time, review the Membership Benefits and may make changes that we feel, acting reasonably, are appropriate. Any changes to the Membership Benefits will be posted on Our official website at www.archerygb.com. If, as a result of any changes to the Membership Benefits that We make, you would like to cancel your membership, you may do so. No refunds (or any other applicable payment) will be made on early termination of Membership.
- 6.2 If any of the following occur, We may cancel or suspend the Membership of any Member immediately by giving you written notice:
- 6.2.1 You fail to make a payment on time as required under Clause 4;
- 6.2.2 You have breached the Contract in any material way and have failed to remedy that breach within 14 days of Us asking you to do so in writing;
- 6.2.3 Under our disciplinary policy and procedures you are in breach of Our Code of Conduct which has resulted in disciplinary action of which sanctions have been applied to terminate your membership immediately. Our Code of Conduct can be accessed here; <https://archerygb.org/files/code-of-conduct-210723114601.pdf>.
- 6.2.4 You fail to disclose any criminal convictions including being disqualified or prohibited from working with children, young people or vulnerable adults.
- 6.3 Without prejudice to clause 3.3, we may revise these Terms from time to time in the following circumstances:
- 6.3.1 changes in relevant laws and regulatory requirements: and / or
- 6.3.2 if it is no longer commercially viable for Us to offer any aspect of Membership, including but not limited to any Membership Benefits.

6.4 If We should revise these Terms under clause 6.3, we will write to you of any changes to these Terms when they take effect. If, as a result of any change to these Terms that We make, you would like to cancel your Membership, you may do so. No refunds of your Membership Fee (or any applicable payment) will be made on early termination of Membership.

7. Cancellation and Refunds

7.1 If, as a result of any changes to the Membership Benefits that We make, you would like to cancel your Membership, you may do so. No refunds (or any other applicable payment) will be made on early termination of Membership.

7.2 Refunds will only be given under clause 5.3 and 5.5 when your Application for Membership has not been accepted by Archery GB.

7.3 Refunds will be given if it comes to light that a Membership Application and Payment has been duplicated.

8. Membership Benefits

8.1 As required by law, We will provide Our Services with reasonable skill and care, consistent with best practices and standards in the National Governing Body for the Sports sector and in accordance with any information provided by Us about the Services and about Us.

8.2 We will make every reasonable effort to make the relevant Membership Benefits available to you for the duration of your Membership. However, there may be periods during which some or all of the Membership Benefits are unavailable to you due to an event outside of Our control and We shall not be liable for any failure to comply with Our obligation relating to your Membership in such circumstances.

8.3 All Membership Benefits are offered at Our discretion and may be withdrawn at any time.

8.4 Whilst every effort is made to ensure that the Membership Benefits and services provided by third parties (e.g. discounts) will be delivered to all Members and be of a suitable standard and quality, We are in no way responsible for such Membership Benefits and services, which will remain the sole responsibility and liability of the third parties that provide them. We make no representation, warranty, recommendation or endorsement (whether express or implied) of the goods and/or services provided by such third parties and you accept that none is given or implied and that We shall have no liability in connection with the provision of such goods and services.

8.5 If We require any information or action from you in order to provide the Membership Benefits and services, We will inform you of this as soon as is reasonably possible. Examples of what we may require include: Date of Birth, Home Address and email address.

8.6 If the information or action required of you under sub-Clause 3.3 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result.

8.7 In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention, We will inform you in advance in writing before suspending the Services.

9. Problems with the Services and Your Legal Rights

- 9.1 We always use reasonable efforts to ensure that Our provision of membership is trouble-free. If, however, there is a problem We request that you inform Us as soon as is reasonably possible in writing.
- 9.2 We will use reasonable efforts to remedy problems with the Services as quick as is reasonably possible and practical.
- 9.3 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.

10. Communication and Contact Details

- 10.1 If you wish to contact Us, you may do so by telephone at 01952 677888 or by email at enquiries@archerygb.org.

11. Complaints and Feedback

- 11.1 We always use reasonable efforts to ensure that Our provision of Membership is trouble-free. If, however, there is a problem We request that you inform Us as soon as is reasonably possible in writing.
- 11.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from our Website that can be accessed via the following link <https://archerygb.org/files/customer-complaints-policy-and-procedures-200623133120.docx>.
- 11.3 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, Membership, or Other Services, please contact Us in one of the following ways:
- 11.3.1 In writing, addressed to Membership Services using the address under clause 2.1
- 11.3.2 By email, at enquiries@archerygb.org
- 11.3.3 By contacting Us by telephone on 01952-677888

12. How We Use Your Personal Information (Data Protection)

- 12.1 We will only use your personal information as set out in Our Privacy Notice available from our Website that can be accessed via the following link: <https://archerygb.org/resources/privacy-policy>.

13. Other Important Terms

- 13.1 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission, The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 13.2 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

TERMS AND CONDITIONS OF MEMBERSHIP

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13.3 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

14. **Governing Law and Jurisdiction**

14.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales, Northern Ireland and Scotland.

14.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in these Terms and Conditions above takes away or reduces your rights as a consumer to rely on those provisions.

14.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

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