

# TERMS AND CONDITIONS OF INSTRUCTOR SUBSCRIPTION

Last Updated July 2024

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.

## 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;
- "Contract"** means the contract for the provision of Instructor Subscriptions Services explained in clause 3
- "Month"** means a calendar month;
- "Fees"** means the price payable for the Subscription;
- "Subscription Benefits"** means the benefits which are to be provided by Us to you as specified on our website;
- "Payment Advice"** means the electronic application for Subscription generated by our digital online administration system;
- "Payment Confirmation"** means the electronic Payment receipt acknowledgement for Subscription generated by our digital administration system;
- "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 Instructor Subscription

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 an Instructor Subscription 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

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

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.

3.2 You can make an 'Application' for an Instructor Subscription of Archery GB Direct, by completing the sign-up application process on Our website available here:

<https://agb.sport80.com/public/wizard/a/1088/home>.

3.3 Subscriptions to the Archery GB Instructor Subscription are available in the UK only. A valid UK address, including postcode, is required for a subscription. Subscribers must be 18 years of age or older.

3.4 Subscription is only available to those who meet the current Archery GB Instructor certification requirements.

3.5 Subject to Archery GB accepting an Application for Subscription, following completion of Registration (to Our satisfaction,) and receipt of payment we will issue you with a digital card which will contain your unique reference number to be used on all correspondence with us.

### 4. Your Instructor Subscription Service

4.1 The Subscription year runs for 12 months from the date of Us confirming Our acceptance of your Application under sub-clause 3.3 and 3.4.

4.2 If you wish to renew your Subscription, you will need to do so before the expiry of your current Subscription Year, otherwise your Subscription will lapse, and you will not be entitled to the Subscription benefits during the lapsed period

4.3 An annual fee is payable in connection with your Subscription in accordance with clause 4.2. On the start date of each new Subscription year, you must pay a Subscription Fee for the new year in accordance with Archery GB's then current Instructor Subscription fee and with clause 5 of these Terms.

4.4 All Instructor Subscribers are entitled to receive the services and benefits listed on Our webpage that can be accessed via the link <http://archerygb.org/coaching/instructor-award/instructor-subscription>.

4.5 We will manage your Subscription using Our online administration system, through which you will also have access to your Instructor profile information, including setting of your personal preferences.

### 5. Fees and Payment

5.1 Instructor Subscription Fees are set by the Executive of Archery GB and agreed by the Board of Archery GB. Instructor Subscription Fee changes, (including any additional payments that may be charged) that shall take effect upon renewal will be communicated via our website and Instructors Ezine.

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- 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 a Subscription in accordance with clause 3.2.1 of these Terms, (Direct to Us) you must pay your Subscription Fee to Us at the time that your Application is submitted. Payments can be made using a credit card or debit card or by Bacs transfer. If paying by Bank transfer the details for payment will be included on the Payment Advice digitally generated by the online administration system. If your Application is not successful, any Fees 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 we do not receive a Subscription Fee that is payable under these Terms either by you or on your behalf, we may suspend your Subscription or reject your Application. If it becomes necessary for Us to take any action under this clause 5.5, We will inform you in writing.

### **6. Changes to Your Instructor Subscription Services or to these Terms**

- 6.1 We will, from time to time, review the Subscription Benefits and may make changes that we feel, acting reasonably, are appropriate. Any changes to the subscription Benefits will be posted on Our official website at [www.archerygb.com](http://www.archerygb.com). If as a result of any changes to the Subscription Benefits that We make, you would like to cancel Our Services, you may do so in writing. No refunds (or any other applicable payment) will be made on early termination of Subscription.
- 6.2 Without prejudice to clause 3.1, we may revise these Terms from time to time in the following circumstances:
  - 6.2.1. changes in relevant laws and regulatory requirements: and / or
  - 6.2.2. if it is no longer commercially viable for Us to offer any aspect of Instructor Subscription Service, including but not limited to any Instructor Subscription Benefits.
- 6.3 If We should revise these Terms under clause 6.2, 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 Subscription, you may do so. No refunds of your Subscription Fee (or any applicable payment) will be made on early termination of the Subscription.

### **7. Cancellation and Refunds**

- 7.1 If as a result of any changes to the Instructor Subscription Benefits under clause 6.1 that We make if you would like to cancel Our Services, you may do so. No refunds (or any other applicable payment) will be made on early termination of the Subscription Services.
- 7.2 Refunds will only be given under clause 5.3 when your Application for Subscription has not been accepted by Archery GB.

### **8. Instructor Subscription Benefits**

- 8.1 As required by law, We will provide our Subscription 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 Benefits available to you for the duration of your Subscription. However, there may be periods during which some or all the 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 Subscription in such circumstances.

- 8.3 All Subscription Benefits are offered at Our discretion and may be withdrawn at any time.
- 8.4 Whilst every effort is made to ensure that the Subscription Benefits and Services provided by third parties (e.g. discounts) will be delivered to all Subscribers and be of a suitable standard and quality, We are in no way responsible for such 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 to provide the Subscription 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 8.5 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 Subscription 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 Subscription.

## **9. Problems with the Subscription and Your Legal Rights**

- 9.1 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](mailto:enquiries@archerygb.org).

## **11. Complaints and Feedback**

- 11.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that you inform Us as soon as is 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, or 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](mailto: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.
- 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 & 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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