BLU MEMBERSHIP TERMS AND CONDITIONS

British Longboard Union (BLU) is a not for profit Sports Club and affiliated with National Governing Body for Surfing In England registered under the Company number 07483752

 BLU recognised activities include:

• Surfing

On becoming a member of BLU you are automatically agreeing to these terms and

conditions. You are also agreeing to abide by (i) our governing documents including the

Constitution (ii) the rules and regulations as amended from time to time and (iii) any

other policies, guidelines terms and agreements posted on, or otherwise made available to

you through the BLU website or our membership communications, (collectively

the Terms). To become a member of the BLU you also have to be a member of Surfing England.

On becoming a member, you have, and you are, providing us with consent to process and

store your personal data for the purposes of administering your membership and other relevant instances relating to BLU activities. Your personal data will be processed and stored in compliance with the Surfing England Data Protection Policy and in accordance with all applicable Data Protection laws in effect at the time of

publication of these terms, including but not limited to, the Data Protection Act 2018 and the

UK GDPR.

British Longboard Unions address is Sungarth British Road, St Agnes, Cornwall, TR5 0TX The BLU is governed by its Constitution and supporting polices which can be found on the BLU website.

**Membership Categories**

These are Adult and Under 18

**Membership Benefits:**

• Insurance see: https://www.marshsport.co.uk/ngb-schemes/surfing-england.html for details

• Access to events and competitions

• Voting rights at AGM

We reserve the right to change our external providers without prior notice and our decision

regarding any services provided is final.

**Membership Contract**

When you click to submit, via Surfing England wesbite, your application online, or you post, telephone or email us with details of your application, you are making an offer to subscribe 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

to you when payment is confirmed. A welcome pack will be sent out shortly thereafter.

**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 to you 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 14 day period allows you to cancel your membership 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 liable for these costs.

**BLU/Surfing England commitment to Anti-Doping**

As a member, you are agreeing to be bound by the Surfing England - UK Anti-Doping Rules and

acknowledge and accept that the Surfing England (UKAD) Anti-Doping Rules apply to all

members participating in the sport for a minimum of 12 months from the commencement of

membership whether or not the member is a citizen of, or resident in, the UK.

**Rights to refuse applications and cancellation or suspension of membership**

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, then in certain circumstances, we reserve the right to

suspend or revoke the membership with immediate effect. Potential circumstances which

may trigger the suspension or revocation of membership include, but are not limited to:

• Providing false or misleading information in your application;

• A sufficiently serious breach of these terms and conditions;

• A breach of, or failure to comply with, the BLU/Surfing England Anti-Doping Rules;

• An instruction from the BLU/Surfing England Safeguarding Case Management Group;

• An instruction made under the BLU/ Surfing England Disciplinary and Appeal Regulations.

**Cancellation and refunds**

Your BLU Membership is a rolling agreement which can be renewed upon the

anniversary of your application. After you have been an individual member for fourteen days

(14) you may cancel at any time by contacting us. No refunds will be given if BLU

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.

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 not renew 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 BLU.

**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 an authorised Surfing England

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.

We will endeavour to publicly announce any fee increases via our website or social media

platforms and you will be informed directly 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 receive permission from the credit/debit card holder before entering the payment

details. By completing payment, 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 Surfing

England membership. If you have a 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 setting up a new 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 with an external provider in whatever manner

this may take.

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 is the opinion of the author.

**Data protection and use of personal data**

BLU is a privacy conscious organisation and is strongly committed to an

individual’s right to privacy. As a member of BLU your data will be used to administer your membership, for communication purposes, promotional offers, events, and insurance purposes. It will also be used for statistical and analytical purposes.

You will receive membership communications relating to service provision and to notify you of

the expiry of your membership. You may also be sent a maximum of one communication in

the three months following the expiry of your membership inviting you to renew. You can

update your communication preferences at any time by clicking unsubscribe on any emails

received or by contacting us directly.

If you wish to obtain a copy of the personal data we hold relating to you, or if you believe that

any data we hold concerning you is incorrect or out of date, then please contact us at the

address below or via britishlongboardunion@yahoo.com

Should you wish any data we hold relating to you to be deleted at any point, you should also

contact us at britishlongboardunion@yahoo.com

Please note that you may be asked to provide proof of your identity as well as any further

information that might help us to locate the data you are seeking.

**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. A

member 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.Surfing England Brand

You are not permitted to use our logo unless you are an affiliated club, OR approved

partner of BLU, and we have granted you express permission.

**Queries comments and complaints**

We will respond to any initial complaint or query received within 7 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 us britishlongboardunion@yahoo.com

Post: BLU Sungarth British Road, St Agnes Cornwall TR5 0TX

Should you be unhappy with the outcome of your initial complaint, the matter can be

escalated in accordance with the Surfing England Disclosure Procedure.