

MEMBERSHIP TERMS AND CONDITIONS

Paddle UK is a trading name of British Canoeing which is a company registered under the Company number **01525484** (“we”, “us” or “our”).

Whilst you will become a member of Paddle UK, British Canoeing remains the legal entity that you will contract with and these terms and conditions form the basis of the contract through which we will deliver a service to you as a Paddle UK member (“you”). On becoming a member of Paddle UK you are automatically agreeing to these terms and conditions. You are also agreeing to abide by our governing documents including the Articles of Association and the rules and regulations as amended from time to time. These terms and conditions apply to English based members and those international members based outside of the UK. Members of the other National Associations should contact their respective National Association for the terms that apply to their membership.

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. Your personal data will be processed and stored in compliance with the Paddle UK 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.

Further information on our approach to privacy and data protection, including our privacy notices, policies and contact details, can be located in our Privacy Centre (<https://paddleuk.org.uk/privacy-centre/>).

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

Membership Categories

These terms and conditions apply to the following categories of Paddle UK Membership:

- On the Bank
- On the Water

As an On the Water member, you fall into one of the following categories:

- Members aged under 18, at the time of the application, will be a **Youth member**.
- Members falling between the ages of 18 and 22, at the time of the application, will be a **Young Person member**.
- Members over the age of 22, at the time of the application, will be classed as an **Adult member**.

You may also have purchased a:

- **Joint Membership** which is available for couples over the age of 18. A couple is defined as a spouse or partner, living at the same or different addresses.
- **Family Membership** which is open to families (a parent, parents, or grandparents) registering a child under the age of 18 and is available whether the registered members live at the same or different addresses.

Membership Benefits

As an **On the Bank** member you will receive a wide range of benefits typically including:

- Insurance for officials and volunteers;
- Monthly newsletter covering events, news and guidance;
- Support package around development and recognition;
- Annual subscription offer to Paddler magazine;
- Voting rights at general meetings.

As an **On the Water** member you will receive a wide range of benefits typically including:

- Waterways license;
- Public liability Insurance for paddling;
- Insurance for coaches and leaders;
- Great rates on canoe and kayak insurance;
- Waterways licence;
- Annual subscription offer to Paddler magazine;
- Access to competitions;
- Access to Coaching qualifications;
- Special offers and discounts;
- Voting rights at general meetings.

Membership packages may vary according to the grade of membership held and we reserve the right to change the benefits that apply to Paddle UK membership at any time and without prior notice. However, all reasonable efforts will be made to notify members of changes ahead of renewals.

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 Paddle UK 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 regarding any 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 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.

Paddle UK commitment to Anti-Doping

As a member, you are agreeing to be bound by the Paddle UK Anti-Doping Rules and acknowledge and accept that the Paddle UK 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 Paddle UK Anti-Doping Rules;
- An instruction from the Paddle UK Safeguarding Case Management Group;
- An instruction made under the [Paddle UK Disciplinary and Appeal Regulations](#).

Postal and electronic magazine delivery

We will deliver all magazines to the postal address or email address you provide to us.

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, global pandemic (including, but not limited to, Coronavirus COVID-19), 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 Paddle UK 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 Paddle UK.

No refunds will be given if Paddle UK 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 an authorised Paddle UK 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 Paddle UK 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.

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 is the opinion of the author.

Data protection and use of personal data

Paddle UK is a privacy conscious organisation and is strongly committed to an individual's right to privacy. As a member of Paddle UK 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. Full details of how the personal data you provide to us will be used can be found in our Privacy Centre (<https://paddleuk.org.uk/privacy-centre/>).

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 then we will send monthly communications which may be of interest to you. 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 are a member of an affiliated club, we will share your personal information with the authorised personnel at the club you are registered with to allow them to administer your club record.

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 GDPR@paddleuk.org.uk.

Should you wish any data we hold relating to you to be deleted at any point, you should also contact us at GDPR@paddleuk.org.uk.

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.

Paddle UK Brand

You are not permitted to use our logo unless you are an affiliated club, approved centre or partner of Paddle UK, and we have granted you express permission.

Queries comments and complaints

We will respond to any initial 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@paddleuk.org.uk

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

Should you be unhappy with the outcome of your initial complaint, the matter can be escalated in accordance with the [Paddle UK Complaints Procedure](#).