

1. Introduction:

These are the terms and conditions applicable to all members of FootGolf Association of England.

Please read these terms and conditions carefully to ensure that you understand and agree to them, as they contain the legal terms and conditions that all Members shall be deemed to have agreed to when registering for membership. All Members must adhere to these Terms at all times.

FootGolf Association of England membership is operated by the FootGolf Association of England Board, a company limited by guarantee whose registered office is FootGolf Association of England, 74 Hallsteads, Dove Holes, Buxton Derbyshire.

Any references to “we”, “us” or “our” shall be taken as references to FootGolf Association of England. Any references to “you” or “your” shall be taken as references to any applicant for FootGolf Association of England membership.

2. Membership Period:

The membership period runs from 1 January to 31 December every year. Membership is valid from 1 January, until the 31 December unless terminated early in accordance with these Terms.

3. Membership Fees:

FootGolf Association of England Membership is Free for any FootGolfer.

4. Membership Benefits:

Access to the FootGolf Association of England Event Portal.

Register for Member only Events.

We reserve the right to change or amend the benefits of membership at any time and without prior notice.

5. Non-English Guests:

FootGolf Association of England Membership is open to any person from around the world.

6. Team England Qualification:

Upon Registration, each person must select their National Team qualification area from Midlands, North, South East & South West.

One area per person is allowed.

FootGolf Association of England qualification area cannot be altered during the season.

7. Membership renewals:

Our Free Memberships will run continually from year to year.

Free Cancellation is available at any time, please contact info@FGAEngland.com

8. Membership number

Your Membership number is unique to you and cannot be transferred to any other person at any time for any use.

9. Termination:

We reserve the right, in our sole discretion, to

- (i) Refuse Membership; and/or
- (ii) Suspend Membership; and/or
- (iii) Terminate Membership.

in the following circumstances, if

- a) You breach these Terms or any other requirements set out by FootGolf Association of England in any manner and at any time;
- b) You fail to meet, or at any point during the Membership Period cease to meet, the required criteria for Membership
- c) In the reasonable opinion of FootGolf Association of England, you act in any manner which brings FootGolf activity into disrepute including but not limited to non-compliance with FootGolf Association of England Competition waiver; or

e) In the reasonable opinion of FootGolf Association of England, you misuse your Membership in any manner.

In all such cases we will have no liability to refund you or pay any other compensation to you in connection therewith. In the event of a suspension, FootGolf Association of England may decide in its discretion to lift such suspension when it considers it is appropriate to do so.

In the event that we terminate or suspend your Membership:

- (a) Your access to FootGolf Association of England will be suspended or terminated as appropriate. In the event that any Membership suspension is lifted, full access will resume;
- (b) You should immediately cease use of your Membership and your Membership Number.
- (c) You should immediately cease to hold yourself out as being a Member and cease to exploit any of the benefits of Membership.

10. Data protection and use of personal data

FootGolf Association of England takes your privacy rights seriously and the personal data you supply will be used to process your membership subscription.

As a member of FootGolf Association of England your data will be used to administer your membership, and it will also be used for communication, promotional offers, events, insurance, statistical and analytical purposes.

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.

11. Amendments:

We reserve the right to amend these Terms with or without notice to you from time to time. Any such amendment shall be effective once the revised Terms have been posted on the FootGolf Association of England Website, and it shall be your responsibility to check these Terms for any such amendments. To the extent that any amendment to the Terms affects your

rights or responsibilities in connection with your Membership, we shall notify you of such changes in advance of them becoming effective. FootGolf Association of England reserves the right to re-brand Membership products at any time.

12. Ownership of Materials and Intellectual Property Rights:

FootGolf Association of England are, unless otherwise stated, the owners of all copyright, database and other intellectual property rights in all materials provided or made available to you as part of your Membership, with all rights reserved. This includes, without limitation, copyright and other intellectual property rights in videos, presentations, photographs, audios, documents and other text in such Membership Materials. You may not copy, publish, distribute, extract, re-utilise, or reproduce any part of the Membership Materials in any form (including photocopying or storing it in any medium by electronic means) other than (i) as specifically required to be permitted by applicable law, or (ii) as specifically provided by FootGolf Association of England on a case by case basis. In particular, you shall not incorporate any Membership Materials in any commercial work or publication, whether in hard copy or electronic or any other form, and no part of any Membership Materials may be distributed or copied for any commercial purpose.

All brand, product and service names, logos and images used in the Membership Materials are the property of FootGolf Association of England, unless otherwise stated, with all rights reserved. You may not distribute products or offer services under or by reference to or otherwise use or reproduce any of the trademarks, trade names or service marks on the Membership Materials without the prior written permission of FootGolf Association of England or, where applicable, the owner of such trademarks, trade names or service marks.

13. Disclaimer of Warranties and Liability:

To the fullest extent permitted by English law, FootGolf Association of England makes no representations, undertakings or warranties about the Membership, or any content or information provided as a result of being a Member. To the fullest extent permitted by English law all representations, warranties and undertakings (express or implied) in respect of Membership are excluded.

14. Liability:

Except in the case of fraud, death or personal injury caused by our negligence or other cases where by law liability cannot be excluded or limited, we exclude all liability to you in respect of your application for Membership, or any information or other content obtained either directly or indirectly as a result of your Membership, howsoever arising, in any circumstances and whether in contract, tort, negligence, misrepresentation or otherwise.

Under no circumstances shall we have any liability for any loss of profit, business opportunity, goodwill, anticipated savings or data, or for any special, indirect, incidental or

consequential loss or damages of whatsoever kind resulting from your application for Membership, or any information or other content obtained either directly or indirectly as a result of your Membership, howsoever arising, in any circumstances and whether in contract, tort, negligence, misrepresentation or otherwise.

15. Clean Sport

As a member of FootGolf Association of England you agree to be bound by the UK Anti-Doping Rules published by UK-Anti-Doping (or its successor), as amended from time to time.

You agree for FootGolf Association of England to share your information, where relevant, with UK Anti-Doping (or its successor) for the purpose of intelligence sharing in relation to possible anti-doping rule violations. This information will be shared in a secure manner.

16. General:

These Terms and all aspects of Membership are governed by and will be construed in accordance with the laws of England. Any disputes arising under or in connection with these terms and conditions shall be subject to the non-exclusive jurisdiction of the English courts.

Any failure by us to exercise any right or remedy under these Terms or at law does not constitute a waiver of that right or remedy or a waiver of any other rights or remedies. No single or partial exercise of a right or remedy by us under these Terms or at law prevents further exercise of the right or remedy or the exercise of any other right or remedy.

If a competent court of law or authority finds that any part of these Terms is invalid, unlawful or unenforceable to any extent, we shall delete the relevant part from the Terms and the remainder of the Terms shall continue to be valid and enforceable to the fullest extent permitted by the laws of England.

17. Contact information

Please contact us as follows:

Email: info@fgaEngland.com

Postal Address: Membership, FootGolf Association of England 74 Hallsteads, Dove Holes, Buxton, Derbyshire, SK17 8BT

Telephone: +44 (0) 7970107139