

Out East Fencing Club

Membership Terms & Conditions

Effective from: 12/08/2026

Last updated: 12/08/2026

1. About these Terms

1.1. These Membership Terms & Conditions (**Terms**) govern membership of Out East Fencing Club (**Out East, the Club, we, us**).

1.2. By applying for or renewing membership, you agree to these Terms, together with the Club's Articles of Association, Code of Conduct and other applicable Club policies and rules.

1.3. Where a member is under 18, references to **you** or **the member** include the member's parent or legal guardian where appropriate.

1.4. The Club may update these Terms from time to time. We will give reasonable notice of material changes where appropriate.

2. Membership

2.1. Membership is available on the basis of the membership categories and prices published by the Club.

2.2. Membership becomes active when:

- the application has been accepted by the Club; and
- any required payment has been successfully received.

2.3. The Club may decline an application where it has a reasonable and lawful basis to do so.

2.4. Membership is personal to the member and may not be transferred to another person.

2.5. Members must provide accurate information and should notify the Club of relevant changes to their contact details or other information.

3. Membership Categories and Benefits

3.1. The Club may offer different membership categories with different fees, benefits and conditions.

3.2. The benefits applicable to your membership are those published by the Club at the time you join or renew, subject to any subsequent changes communicated by the Club.

3.3. Membership benefits may include access to regular Club sessions, discounts, equipment access or other benefits specified by the Club.

3.4. Where a benefit is subject to availability, booking requirements or reasonable operational limits, the Club may impose those requirements.

3.5. Membership does not guarantee access to every Club session, venue, coach or activity where circumstances outside the Club's reasonable control affect availability.

4. Fees and Payment

4.1. Membership fees are those stated on the Club's website or otherwise communicated to you at the time of joining or renewal.

4.2. The Club may offer different payment frequencies, such as monthly, six-monthly, etc.

4.3. Payments may be processed through Stripe or another payment provider designated by the Club.

4.4. Where membership is paid by recurring subscription, payments will continue according to the applicable billing frequency until the subscription is cancelled or membership otherwise ends.

4.5. If a payment fails, the Club may contact you to request payment or take other reasonable steps to recover an outstanding amount.

4.6. The Club may suspend membership where membership fees remain unpaid, subject to reasonable notice where appropriate.

4.7. The Club may change membership fees for future membership periods. Where a change affects an existing recurring membership, reasonable notice will be provided before the new fee takes effect.

5. Cancellation by the Member

5.1. You may cancel your membership in accordance with the cancellation arrangements applicable to your membership.

5.2. For recurring memberships, cancellation will normally prevent future payments while allowing any membership already paid for to continue until the end of the relevant paid period, unless otherwise stated.

5.3. Cancellation does not normally entitle you to a refund of membership fees already paid for a period during which membership was available to you.

5.4. This does not affect any statutory rights you may have, including rights relating to services that have not been provided or rights that cannot lawfully be excluded.

6. Cancellation or Termination by the Club

6.1. The Club may suspend or terminate membership where reasonably necessary, including where:

- membership fees remain unpaid;
- the member seriously or repeatedly breaches the Code of Conduct;
- the member presents a significant risk to the safety or wellbeing of others;
- the member provides materially false or misleading information;
- membership is being used improperly; or
- another legitimate and proportionate reason applies.

6.2. Where appropriate, the Club will follow its applicable complaints, disciplinary or safeguarding procedures before terminating membership.

6.3. Immediate suspension or other interim measures may be appropriate where necessary to protect members, staff, volunteers or others.

6.4. Termination under this section does not affect any rights or obligations that have already arisen.

7. Club Sessions and Activities

7.1. The Club will make reasonable efforts to provide the activities and sessions advertised.

7.2. Session times, venues, coaches and other arrangements may occasionally change because of circumstances such as:

- venue availability;
- coach availability;
- safety concerns;
- competitions or events;
- maintenance;
- insufficient attendance; or
- circumstances outside the Club's reasonable control.

7.3. Where reasonably practicable, the Club will provide notice of significant changes or cancellations.

7.4. The Club may impose reasonable booking, capacity or attendance requirements to operate sessions safely and effectively.

8. Participation and Safety

8.1. Fencing is a physical activity involving inherent risks, including the possibility of injury.

8.2. Members must follow reasonable instructions from coaches, Club representatives and venue staff.

8.3. Members must use equipment appropriately and report damaged or unsafe equipment promptly.

8.4. Members must not participate where they are aware of a condition or circumstance that makes participation unsafe without first seeking appropriate advice.

8.5. The Club may prevent or stop participation where it reasonably considers this necessary for safety.

8.6. Members should familiarise themselves with relevant safety instructions and emergency arrangements at each venue.

9. British Fencing and Fencing Requirements

9.1. Members may be required to comply with applicable British Fencing rules, regulations or participation requirements.

9.2. Where British Fencing membership, insurance, accreditation or other requirements apply to a particular activity, the Club may require those requirements to be satisfied before participation.

9.3. The Club will communicate any such requirement clearly where reasonably practicable.

9.4. Members are responsible for providing accurate information about their eligibility or status where this is relevant to participation.

10. Equipment

10.1. Members may use Club-owned or otherwise authorised fencing equipment subject to the Club's rules and instructions.

10.2. Equipment must be used responsibly and returned or stored appropriately after use.

10.3. Members must not knowingly use equipment that is damaged or unsafe.

10.4. Members should report damage, loss or defects to the Club as soon as reasonably practicable.

10.5. The Club may charge for deliberate or negligent damage to Club equipment where reasonable and lawful.

10.6. Equipment supplied or loaned by a member or other third party remains subject to any applicable ownership or loan arrangements.

11. Youth Members

11.1. Additional arrangements apply to members under 18.

11.2. Parents or guardians must provide accurate information reasonably required for safe participation.

11.3. Parents or guardians should ensure that the Club is informed of relevant changes to emergency contact details or other important information.

11.4. Youth members are expected to comply with the Club's Code of Conduct and other applicable rules.

11.5. The Club's safeguarding arrangements apply to all children and young people participating in Club activities.

12. Code of Conduct

12.1. Members must comply with the Club's **Code of Conduct**.

12.2. The Code of Conduct applies to behaviour at Club sessions, events, competitions and other activities connected with the Club, and may also apply to relevant online conduct.

12.3. The Club is committed to providing a welcoming and inclusive environment.

12.4. Harassment, bullying, intimidation, discrimination, threatening behaviour and other serious misconduct are not acceptable.

12.5. Breaches may result in action under the Club's disciplinary or other applicable procedures.

13. Complaints and Concerns

13.1. Members are encouraged to raise concerns with the Club promptly.

13.2. Complaints will be handled in accordance with the Club's **Complaints Policy & Procedure**.

13.3. Safeguarding concerns should be reported through the Club's safeguarding arrangements rather than treated solely as ordinary complaints.

14. Health, Safety and Incidents

14.1. The Club maintains health and safety arrangements appropriate to its activities.

14.2. Members must follow reasonable safety instructions and cooperate with safety measures.

14.3. Accidents, injuries, hazards, equipment failures and near misses should be reported promptly to a coach or other Club representative.

14.4. The Club may record information about incidents in accordance with its Data Protection Policy and Incident & Accident Reporting Procedure.

15. Personal Information

15.1. The Club processes personal information in accordance with applicable data protection law.

15.2. Further information is provided in the Club's **Privacy Notice** and **Data Protection Policy**.

15.3. By becoming a member, you acknowledge that the Club will need to process certain personal information to administer your membership and provide Club activities.

15.4. Where the Club relies on consent for a particular use of personal information, consent will be requested separately where appropriate.

16. Communications

16.1. The Club may contact members by email or other appropriate means about matters including:

- membership;
- payments;
- bookings;
- session changes;
- safety;
- Club activities;

- events; and
- other matters directly connected with membership.

16.2. Members should ensure that their contact information remains accurate.

16.3. Promotional communications will be handled in accordance with applicable data protection and electronic communications requirements.

17. Photography and Media

17.1. Photography and video at Club activities may be subject to the Club's photography and media arrangements.

17.2. Where the Club intends to use identifiable images for promotional purposes, it will seek appropriate permission or rely on another lawful basis where applicable.

17.3. Particular care will be taken with images involving children and young people.

18. Liability

18.1. Nothing in these Terms excludes or limits liability where doing so would be unlawful.

18.2. Subject to that, the Club is not responsible for loss or damage to personal belongings brought to Club activities unless caused by the Club's negligence or other liability that cannot lawfully be excluded.

18.3. Members remain responsible for taking reasonable care of their own belongings and equipment.

18.4. Members participate in fencing activities with an understanding that fencing involves inherent physical risks.

18.5. Nothing in these Terms removes the Club's responsibility to take reasonable steps to provide a safe environment or comply with applicable health and safety obligations.

19. Changes to Club Activities

19.1. The Club may make reasonable changes to its activities, membership benefits, session arrangements or operating procedures where necessary to operate the Club.

19.2. Where a change materially affects an existing paid membership, the Club will provide reasonable notice where practicable.

19.3. Nothing in this section permits the Club to remove statutory rights or contractual rights that cannot lawfully be excluded.

20. Membership Capacity

20.1 The Club may limit the number of memberships available in any membership category where necessary to ensure that it can provide the benefits and services associated with that category.

20.2 Where a membership category includes a specified number of one-to-one lessons or other limited-capacity benefits, the Club may limit the number of memberships available in that category to ensure that it can reasonably provide those benefits.

20.3 Membership availability shown on the Club's website is subject to the Club's available capacity. On rare occasions, a membership may be purchased before the Club's systems have been updated to reflect that a category has reached capacity.

20.4 If the Club is unable to provide the membership purchased because the relevant membership category had reached capacity before the purchase was completed, the Club may cancel the membership and will provide a full refund of any payment made.

20.5 The Club will not normally cancel an existing membership solely because the Club subsequently reaches its overall membership capacity.

21. Events Outside the Club's Control

21.1. The Club will not normally be responsible for failing to provide an activity where this is caused by circumstances beyond its reasonable control.

21.2. This may include:

- venue closure;
- serious illness or injury;
- extreme weather;
- government or public authority action;
- emergency;
- major infrastructure failure; or
- another circumstance that could not reasonably have been prevented.

21.3. Where an activity cannot take place, the Club will consider reasonable alternatives, including rescheduling or refunds where appropriate.

22. Governing Law

22.1. These Terms are governed by the law applicable in England.

22.2. Any dispute arising in connection with these Terms will be subject to the jurisdiction of the English courts, subject to any mandatory rights or protections that apply.

23. Contact

Questions about membership or these Terms should be directed to:

Out East Fencing Club

Email: info@outeastfencing.co.uk

24. Acceptance

By applying for or renewing membership, you confirm that:

- you have had an opportunity to read these Terms;
- the information you have provided to the Club is accurate to the best of your knowledge;
- you agree to comply with the Club's Code of Conduct and applicable Club rules; and
- you agree to these Membership Terms & Conditions.

Where the member is under 18, acceptance may be provided by their parent or legal guardian where required.

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