

British Dressage Membership and Horse Registration Terms and Conditions



These terms and conditions together with your completed application form create the basis of the contract through which British Dressage ("BD", "we" or "us") will deliver membership services (the "services") to you as a member of BD or any horses registered to you ("BD member", "you" or "horse(s)"). Any reference in these terms and conditions to membership includes reference to horse registration unless expressly stated otherwise.

British Dressage, a company limited by guarantee, is the National Governing Body for the sport of dressage in Great Britain. In order to participate in BD affiliated competitions, membership of BD must be held by horse and rider.

Please read these terms and conditions carefully before applying to become a BD member or registering a horse. In consideration of us accepting your application to become a BD member you agree to be bound by these terms and conditions, the BD Members Code of Conduct (available via www.britishdressage.co.uk/membership/manage-your-membership/members-code-of-conduct or on request) and all associated rules as contained in our Members' Handbook (published annually). You should also note that these terms and conditions set out obligations to other members, and those members may be able to enforce their rights against you under these terms and conditions or the BD Members' Code of Conduct.

1. ABOUT US

- i. We are a company registered in England and Wales. Our company registration number is 344026 with charitable status, charity number 1155352. Our registered office is at Building 2020, Copse Drive, Meriden Business Park, Meriden, West Midlands CV5 9RG. Our registered VAT number is 180 237 228.
- ii. If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning our membership team at 02476 698832 or via email at membership@britishdressage.co.uk.
- iii. If you wish to contact us in writing, or if any clause in these terms requires you to give us notice in writing, you can send this to the membership team via e-mail at membership@britishdressage.co.uk or via post to our registered address set out at 1(i) above. We will confirm receipt of this by contacting you by return email.

2. IMPORTANT TERMS

- 2.1 To become a BD member, follow the instructions on the membership pages of the website <https://www.britishdressage.co.uk/membership>. Horse registration applications can also be made here.
- 2.2 If you need a copy of the membership form in alternative formats please contact membership@britishdressage.co.uk or tel 02476 698832.
- 2.3 When you submit your online application to BD, or you post or email us with details of your application, you are making an offer to subscribe to BD which, if accepted, will result in a legally binding contract for the first full year.

3. YOUR CONTRACT WITH US

- 3.1 **When does your contract start?** Our acceptance of your application will take place on the date that we send you an email or letter of confirmation that your payment has been received in full. This is the date that the contract between us (and your membership) begins (**'Start Date'**).
- 3.2 **Your renewal payment means your contract will automatically renew.** At the point of renewal of your individual membership or horse registration, your renewal payment is confirmation of the continued acceptance of this contract.
- 3.3 **Your rights and privileges.** You will be entitled to all the rights and privileges set for the type of membership or horse registration chosen.
- 3.4 **Changing these terms and conditions.** BD may, from time to time, change these terms and conditions. We will notify you at least 30 days before such changes apply to you. You may end the agreement with us if you are not happy with the changes we ask for. If you are an annual membership subscriber you will be entitled to a proportionate refund of your annual membership subscription fee.
- 3.5 **We will email your account details to you.** We will normally send you information relating to your account (e.g. payment authorisations, renewal notice, changes in password, confirmation messages, and notices) in electronic form only; for example, via emails to your email address provided during registration, unless you specifically request post as your preferred method.
- 3.6 **These terms and conditions will always apply.** These terms and conditions override any contrary terms or conditions published in relation to any membership subscription between you and us.

4. MEMBERSHIP BENEFITS

- 4.1 Membership of BD will be in one of a number of categories the names of which shall be listed under the membership section of the website or on the application form.
- 4.2 Depending on your category, as a BD member you will receive a range of benefits such as:
- Full access to the BD affiliated competition structure
 - The opportunity to qualify for BD championships
 - Personal Public Liability and Personal Accident Insurances
 - Legal helpline
 - Full access to member content (profile, role specific pages) of the BD website <https://www.britishdressage.co.uk>
 - BD Member Handbook (produced annually)
 - BD member magazine (up to eight times per year)
 - Monthly 'engage' digital e-newsletter
 - Access to BD national and regional training activity
 - PRS / PPL music license to compete in freestyle to music competition
 - The opportunity to train and maintain status as a listed judge
 - Access to BD national and regional events
 - Discounts on tickets, promotions from our partners / sponsors.
- 4.3 Membership packages may vary according to the level of individual membership. We reserve the right to change the benefits that apply to BD membership at any time without prior notice, but you have the right to cancel your membership as laid out in these terms and conditions should we do so.
- 4.4 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 BD does not guarantee that the external provider will accept an application from a BD member for the provision of services.
- 4.5 Services supplied by 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.

- 4.6 We reserve the right to change our external providers without prior notice and our decision on services provided is final.

5. THE TERM OF YOUR MEMBERSHIP CONTRACT AND HOW TO END IT

- 5.1 When will your membership start and for how long it will continue?** Your BD membership and horse registration contract will start on the Start Date and will continue for a minimum term of 12 months ("**Minimum Term**").

- 5.1 Your contract will automatically renew unless you tell us.** The contract will auto-renew if you have not given us notice to end the contract at least 14 days before the end of the Minimum Term. After the Minimum Term you will move to a rolling contract, whereby you can end your contract at any time by giving us 14 days' notice in writing by letter or email.

- 5.3 When can you end your contract in the first 12 months.** You may not cancel or end your membership during the Minimum Term except as set out in:

5.3.1 section 6, "Cooling Off Period and Right to Cancel"; or

5.3.2 section 8.1, where we are in breach of a material term of the contract; or

5.3.3 section 8.3, where there are exceptional circumstances.

6. ENDING YOUR CONTRACT DURING THE COOLING OFF PERIOD.

- 6.1 You have a 14 day cooling off period.** Your 14 day cooling off period starts on the Start Date of your new membership contract. You must notify us of your wish to cancel by completing and submitting a cancellation form to membership@britishdressage.co.uk or by post:

- 6.1.1 **Online:** complete the www.britishdressage.co.uk/membership/manage-your-membership on our website.

- 6.1.2 **By post:** print off the form at www.britishdressage.co.uk/membership/manage-your-membership and post it to us at the address on the form. Or simply write to us at that address, including details of your membership, any membership / registration numbers, when you joined and your name and address.

- 6.2 If you have used your membership during the 14-day cancellation period before contacting us to cancel your membership, your refund will be reduced by the value of the services received by you in the 14 day period.

- 6.3 The cancellation right above only applies to new membership applications and does not apply to the renewals of existing memberships.

- 6.4 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind under section 6.1 then your refund will be made within 14 days of your telling us you have changed your mind.

7. ENDING YOUR MEMBERSHIP AFTER THE MINIMUM TERM

- 7.1 **You must give us 14 days' notice to end your membership or horse registration.** If you wish to end your BD membership and/or horse registration after the Minimum Term, you must give us 14 days' notice in writing (by email or post).

- 7.2 **In exceptional circumstances (please see section 8.3) we will refund you for the remaining unused term of your membership.** If you have paid your membership fee annually in advance, we will provide a refund for the remaining unused term of the contract on a case-by-case basis. The refund is based on the remaining term after 14 days following your notice to end the contract.

- 7.3 **How your contract will end if you pay monthly.** If you pay monthly, your contract will end as follows:

- a) If we have received your request to cancel 14 or more days before your next payment is due, your membership will end on the day before your next payment is due. You will not be charged for the next month of the contract.
- b) If we have received your request to cancel less than 14 days before your next payment is due, your monthly fee is payable when your next payment is due and we will cancel your membership on the day before the immediately subsequent payment is due (for example, if your request to cancel is received on 3 June and your next payment was due on 7 June, you will still have to pay your monthly fee on 7 June and your membership will end on 6 July).

This section does not affect your right to end the contract where we are in breach of contract or if there are any other exceptional circumstances (as detailed below).

8. ENDING YOUR CONTRACT WITH BD AT ANY TIME

- 8.1 **Our breach of a material term.** If we are in breach of a material term under the contract, you may give notice to end the contract by writing to us by email or post.

- 8.2 **What happens if we can fix the breach.** If we can fix the breach within 14 days from the date we receive your notice, the contract will continue. If we are unable to fix the breach, the contract will end 14 days after the date we receive your notice.

If you end the contract due to our breach, you may be entitled to a partial refund for any remaining term of the contract after we have deducted reasonable costs that we have incurred in properly performing the service to you.

- 8.3 Exceptional circumstances.** In exceptional circumstances, such as hospitalisation or injury to you or your horse that may prevent you from competing for a prolonged period, you may give notice to end your membership and request a proportional refund. Any such requests must be accompanied by supporting evidence (such as a letter from a doctor or vet) and are considered by BD on a case-by-case basis.

9. WHEN BD CAN END YOUR MEMBERSHIP CONTRACT AT ANY TIME

- 9.1** We may end the contract between us if:

9.1.1 you breach any material term of the contract and you do not fix that breach within 14 days of us giving you written notice of that breach;

9.1.2 you do not comply with the rules of the BD Members' Code of Conduct and we have given you 14 days' notice to fix that breach but you have not done so;

9.1.3 your membership fails to auto-renew by you not making any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

9.1.4 we are required by any law to terminate the contract made under these terms and conditions; or

9.1.5 we give you 30 days' notice in writing.

- 9.2 When a refund may be payable.** If we end the contract in any of the situations above, we will refund any money you have paid in advance for membership services that we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

Termination for whatever reason of the contract made under these terms and conditions shall not affect:

9.2.1 any rights, liabilities or obligations which accrued before such termination;

9.2.2 our right to seek payment of fees; and

9.2.3 any of these terms and conditions that are intended to continue to have effect after such termination.

- 9.4 When your member benefits stop.** Your member benefits will continue for the term of the contract and will end on the day that your contract ends.

10. PRICE INFORMATION

- 10.1 You agree to pay us the fees displayed on the joining pages of the website.** By agreeing to these terms and conditions, you agree that you will pay us the fees set out on the joining pages of the site or application form. Fees displayed on the joining page, both for the annual or monthly individual membership, horse registration and joining fee (if applicable) will prevail at all times over fees displayed on a paper application form in relation to orders placed online.
- 10.2 Which fees will apply?** If a membership application is made verbally or by post, fees displayed on a hard-copy application form will prevail over any fees quoted to you by a BD representative. Fees quoted on an application form that is more than 12 months old are invalid and a new application form must be requested from the membership team at BD by calling 02476 698832.
- 10.3 You can pay annually or monthly.** You may make either an annual payment for a one-year membership / horse registration, or monthly subscription payments for the Minimum Term, by credit or debit card, in accordance with the payment information contained on the joining page of our site.
- 10.4 We may increase the price.** After the Minimum Term, we reserve the right to increase the price of individual membership subscription from time-to-time and any such amendments will be on the joining page of the website. If you are a current BD individual member or owner of a registered horse, you will be informed of any fee increase in your renewal information at least 30 days in advance of the price change taking effect. If you are unhappy about the price change, you may end the contract as set out in section 7.1.
- 10.5 We will inform you of any price errors.** If we discover an error in the price of your membership subscription, we will inform you as soon as possible.

11. BILLING

- 11.1 When you will be charged.** The membership fee for your selected service will be charged to your payment method on the specific billing date indicated on your 'account' page, usually the date you join/apply. The length of your billing cycle will depend on the type of subscription that you choose when you sign-up for the service, annual or monthly.
- 11.2 Your payment date may change.** In some cases, your payment date may change. For example, if your payment method has not successfully settled or if your paid membership began on a day not contained in a given month. Visit our website and go to the 'Payment schedule' area on the 'My Account' page to see your next payment date.

- 11.3 You must provide one or more payment methods.** To be a BD member or join a horse, you must provide one or more payment methods. "**Payment method**" means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your account with a third party. You authorise us to charge any payment method associated to your account in case your primary payment method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts.
- 11.4 We may suspend your membership if you fail to pay.** If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid payment method. For some payment methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your payment method. Local tax charges may vary depending on the payment method used, check with your service provider for details.
- 11.4 You must obtain permission before using somebody else's card.** If you are not using your own credit/debit card to pay for the membership fee, you must ask the permission of the credit/debit card holder before entering the payment details. When you apply to become a BD member either online, by post or verbally, you are confirming that you have obtained the express prior permission of the credit/debit card holder.
- 11.5 You can update your payment methods.** You can update your payment methods by logging to your membership profile on the BD website www.britishdressage.co.uk.

12. LAPSED MEMBERSHIPS

- 12.1 Reinstating an existing membership.** If you have already been a BD a member and wish to re-instate your membership, please log on to the members' area of the site and follow the instructions. Please do not complete the application form again as this will result in a duplicate membership record being created.
- 12.2 If there is a lapse of more than 12 months in your membership.** If your individual membership has lapsed for a period of 12 months or more, a new contract will be put in place when you re-join. However, please note that you will still need to reinstate your previous membership record in order to link to your previous competition history.
- 12.3 Qualifications earned during a previous membership are void.** When membership lapses, any qualifications held by horse and/or rider become void. This means that the qualifications earned during a previous membership period that has ended for any reason will no longer apply in any subsequent, renewed membership. Please contact the BD membership team for any assistance you may require.

13. HOW WE PROCESS YOUR PERSONAL INFORMATION

Please see our **Privacy Notices** for more information on how and for what purposes we use your data, in accordance with the Data Protection Act 2018.

14. QUERIES, COMMENTS AND COMPLAINTS.

We will respond to any complaint or query received within five (5) working days. This may be an acknowledgement that we have received a complaint whilst further investigations are carried out.

15. OUR LIABILITY TO YOU

15.1 Our responsibility for loss or damage suffered by you. If we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the agreement or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

15.2 We will be liable to you under certain circumstances. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent activity.

16. OTHER IMPORTANT TERMS

16.1 This contract is between you and us. The contract made under these terms and conditions is between you and BD only. In the case of minors under 16 or vulnerable adults, the terms and conditions of the contract and BD Code of Conduct are binding on the nominated parent, guardian or carer.

16.2 You cannot transfer your rights or obligations under this contract. You may not transfer the contract or any rights and/or obligations under it to anyone else unless we agree.

16.3 We may transfer our rights and obligations to another organisation. We may transfer our rights and obligations under the contract to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for products or services not provided.

- 16.4 If a court finds a part of this contract illegal, the rest will continue in force.** If any court or competent authority decides that any of the provisions of these terms and conditions 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.
- 16.5 Your rights in your country of residence area unaffected.** These terms and conditions will not limit any consumer protection rights that you may be entitled to under the laws of your country of residence.
- 16.6 Even if we delay in enforcing the contract made under these terms and conditions, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you in respect of your breaking the contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 16.7 Which laws apply to this contract and where you may bring legal proceedings.** These terms and conditions are governed by the laws of England and Wales and you can bring legal proceedings in respect of the membership in the courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of the membership in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the membership in either the Northern Irish or the English courts.
- 16.8 You can contact us if you need further assistance.** You may contact the BD membership team by telephone on 02476 698832 or at membership@britishdressage.co.uk if you would like assistance in either cancelling or reinstating your membership and / or horse registration or have any queries, comments or complaints about your subscription.