

# Terms and Conditions – Swim England Supporter Subscription

## Introduction

These terms and conditions (“Conditions”) apply to each person who subscribes as a supporter, campaigner and champion (“Supporter” and collectively “Supporters”) of Swim England. Please read these Conditions carefully to ensure that you understand and agree to them. If you do not agree to them, please let us know immediately (using the contact details below) and we shall remove you as a Supporter.

You will only be entitled to one subscription. Any person who makes multiple applications to become a Supporter may have their subscription cancelled or suspended.

This subscription is operated by the Amateur Swimming Association (Swim England) Limited a company with charitable status registered in England and Wales with company number 10931571 and charity number 1175603, whose registered office is at SportPark, 3 Oakwood Drive, Loughborough, LE11 3QF (“Swim England”). Any reference in these Conditions to “we”, “us” or “our” is to Swim England. Any references to you or your shall be taken as references to a Supporter.

If you have any questions in relation to being a Supporter or these Conditions, please email [supportus@swimming.org](mailto:supportus@swimming.org).

## Benefits

Depending on the subscription tier you purchase Supporters will receive the following benefits:

- Digital welcome pack that includes exclusive Swim England digital sticker and resources to support you with lobbying the sector.
- Regular updates on the impact of your support.
- Monthly newsletter.
- Volunteering opportunities.
- Monthly prize draws.
- Swim England gift (until stocks last).
- Exclusive event invitations.
- Outdoor Swimmer Subscription/Content.

- Exclusive webinars with expert athletes and coaches.
- Opportunity to be part of Swim England supporters forum.
- Competitions to win a golden ticket to the Swim England National event of your choice and opportunity to present medals or trophy.

Swim England reserves the right to amend the benefits without notice to you from time to time. If we change any benefits, we will inform you via the Supporters section of the Swim England website (“Website”) or via other communication channels.

## Prize competitions

From time to time Swim England may run prize competitions, offering Supporters the chance to win prizes relating to the benefits or other prizes that Swim England deems appropriate. Details of such prize competitions and the associated terms and conditions will be published via the Supporters section Website or notified to you via email from time to time.

## Subscription payment

Unless terminated early in accordance with these Conditions, your subscription is valid from the date that we receive payment of your subscription and shall run for twelve months until the last day of the month in which you purchased or renewed your subscription (the “Subscription Period”).

Swim England subscription fees are fixed for the duration of the Subscription Period and are not available on a pro rata basis.

It may take up to 7-10 days from receipt of your payment to receive your welcome pack. We will email you to confirm receipt of your completed subscription. Following confirmation of payment your subscription “status” on your log in area will show as “active” and your welcome pack and your physical or digital confirmation letter will be posted out or emailed to you. Once processed and posted or emailed, we will assume receipt of your welcome pack. It is your responsibility to notify us using the contact details above if you do not receive your welcome pack.

Should you change your mind about subscribing after you have submitted your payment for subscription, a full refund will only be available if you notify us of your wish to cancel your subscription in writing to the email address or postal address at the top of these Conditions and return any and all subscriber materials (including your welcome gift) by post, at your own cost, to Swim England’s postal address, within fourteen days of your subscription status on your account being ‘active’. No refunds will be issued after this time.

## Your use of the Website

Your use of the Supporters section of the Website shall be subject to the Website’s terms of use, the current version of which can be found on the Website (“Terms of Use”).

You agree that these Conditions incorporate the Terms of Use, as may be amended from time to time. Please read the Terms of Use carefully to ensure that you understand and agree to them, as they contain the legal terms and conditions that you are deemed to have agreed to whenever you use the Website.

## Your personal information

By becoming a Supporter, you agree that you wish to receive emails and other communications from Swim England in relation to the Supporter package chosen by you, including newsletters with campaign updates, highlights and exclusive priority access to competitions.

If you would like to stop receiving information from Swim England you can change your mind at any time, by emailing [supportus@swimming.org](mailto:supportus@swimming.org) or clicking unsubscribe on any email communication we send you.

Full details of how we use and protect your personal information and your rights can be found in our [Privacy Notice](#).

## Cancellation/Suspension of membership

You may cancel or suspend your subscription as a Supporter at any time by emailing [supportus@swimming.org](mailto:supportus@swimming.org).

We may cancel or suspend your membership if:

- You are in breach of these Conditions (including any breach of the Terms of Use);
- You breach any of the event regulations or other ticketing terms and conditions that may apply to any events organised or controlled by Swim England; or
- In our reasonable opinion, your behaviour is abusive, offensive or unacceptable.

### Subscription renewals:

We will endeavour to contact you at least one month before your subscription is due for renewal, to advise what actions you may need to take in order to renew your subscription. The onus is on you to notify Swim England of any changes to your postal or e mail addresses. This should be done on [supporter.swimming.org](http://supporter.swimming.org) or via [supportus@swimming.org](mailto:supportus@swimming.org).

## Changes to these Conditions

We reserve the right to amend these Conditions without notice to you from time to time. If we amend these Conditions, any amendments will be published on the Supporters section of the Website so please check back regularly to see if there have been any updates. If we make any substantial changes, we may also email you if it's appropriate. It is your responsibility to check these Conditions for any such amendments.

## General

Except in the case of fraud, death or personal injury caused by our negligence or other cases where by law our liability cannot be excluded or limited, we exclude all liability to you in respect of your subscription as a Swim England Supporter, howsoever arising and whether in contract, tort (including negligence), misrepresentation or otherwise.

These Conditions are governed by and will be construed in accordance with the laws of England and Wales. Any disputes arising under or in connection with these Conditions shall be subject to the exclusive jurisdiction of the English courts.