

Terms & Conditions for use of the Club Organiser Software and Website System

These terms and conditions as set out before you relate to all users (and visitors) to the site www.cluborganiser.co.uk and form a contract of use between 'The Company' (Club Organiser) and 'The User' (You / Your Club / Swim School). By entering into this agreement you confirm that you have the authority to do so on behalf of 'The User' and accept all responsibility whilst proceeding to click the 'Sign Up' button and use 'The Company's' website.

If you do not agree with these terms of use, please do not access this site any further or make use of the 30 day free trial offer.

Please also be advised that the materials contained on 'The Company's' website are protected by copyright and trademark laws, meaning that you will not remove, modify or copy any copyright materials, resell or transfer any of the materials to another individual/group or company or display said materials on any other server as your own.

Use of Club Organiser Software (and Website if supplied)

As 'The User', you are granted permission and agree to :

- Access and make use of the Club Organiser software program and all its benefits via a web browser on the device of your choice to enable you to carry out your club administration and management procedures wherever you may be.
- Upload your club/swimschool Logo for use with all electronic correspondence sent via Club Organiser.
- Upload appropriate photos, screenshots and intellectual property belonging to your club/swimschool to appear on your website provided as part of your Club Organiser Software and Website subscription, should you sign up for the additional website service.
- Allow other, authorised users to carry out club business using the system on your behalf, provided they agree to adhere to the terms of use. All authorised users must be added to the system and registered with a username and password unique to them BEFORE they access the system. As 'The User', you are accepting responsibility for all account activity on behalf of your club, company or association. If at any time, a user's password has been compromised, you must notify us immediately and another one will be generated electronically. In the event that 'The User' resigns or no longer holds a position within the club, committee or business, the role of Super User will be allocated by 'The Company' to another official upon receipt of written notice given by the Club Chairman/Club Treasurer/Club President or Business Owner. Access for the previous super user will be either downgraded, or removed immediately as appropriate and as per notice given.
- Make use of the bulk email and bulk SMS facilities for distribution of legitimate club communication ONLY. Spam, unsolicited emails or any unlawful materials of any nature WILL NOT be distributed via Club Organiser. (All email communications sent from your account are recorded and will be monitored from time to time. Any User found to be breaking this rule will be removed immediately from the system and no longer allowed access to Club Organiser.)
- Add the html coding, found within your first payment/invoice email, to your webpage(s) as necessary to ensure representation of Club Organiser on your site by way of a small CO logo.
- Publicise your use of the Club Organiser software system via social media such as X (formerly Twitter), Facebook, Pinterest, Instagram, Google+ etc. In return, Club Organiser reserve the right to publicise your club and members' successes and achievements as well as your Club's use of the system on social media.
- Make use of the Club Organiser software system, free of binding contracts, as long as you have paid your monthly subscription for the month ahead, commencing after your 30 day free trial.

N.B. It is highly recommended that you make full use of the system during the 30 day free trial so as to ensure it meets the needs of your club/company/association fully as we cannot guarantee suitability to all.

Disclaimer

Club Organiser (named subsidiary of ABC PC Computer Services) are not liable for any damages or loss of data suffered in connection with the use of the software on occasions when the system may be slowed or delayed due to shortcomings beyond our control, due to internet and electronic communication systems.

Use of the software is entirely at your own risk. We do not accept liability or responsibility for any amount or kind of loss or damage to health arising in connection with use of the software. Where we are not legally entitled to exclude our liability, our total liability for any loss or damage relating to use of the software or website provided shall, will be equal to the monthly subscription which the club/swimschool has paid to **The Company** in the previous month.

General Data Protection Regulation Compliance

From the 1st February 2018, and in accordance with the GDPR (applicable from 25th May 2018), all details of members who are set to inactive, or who have been deleted by a club, will be deleted entirely within 24 hours of their 'leaving date' as inputted by the club. This means that after that date Club Organiser will no longer hold ANY details for inactive or deleted members whatsoever. If a member wishes to return and rejoin, they will need to be added to the system again from scratch, or we can try retrieve deleted details electronically at your request for which an Extras charge of £5 per swimmer will be made if successful.. Please see our [Privacy Policy](#) for further details regarding protection of personal information.

Payment Policy

During the sign up procedure, you will be asked to confirm your payment preference and details. These will not be used until after your 30 day free trial has ceased. 7 Days before the end of the trial, you will be sent an electronic invoice for the month ahead (commencing 31 days from the date of sign up) and terms of payment are 7 days, to ensure continuity of service. All future payments will be made by online monthly standing order, Direct Debit or via Stripe monthly instruction confirmed during the sign up procedure. In the event that you decide not to continue using the service after the 30 day trial, please email us to let us know and we will remove your club/company/association from the accounting file immediately. In the event we do not hear anything from you at the end of the free trial, and no payment is forthcoming within 7 days, your right to access will be denied and all records removed/deleted forthwith. Club Organiser will not be held responsible for any data lost due to deletion or removal as a result of non-payment. Should you fall behind on payment at any time during continued use, your access to the system will be put on hold until such time as the outstanding payment is received in full.

Please also see '**Bespoke System Changes**' for details regarding payment.

Cancellation and Refund Policy

You may cancel your Club Organiser subscription in writing at any time. No period of notice is required, however, any fees already paid for that current month will not be refunded, and will be forfeited. You and your members will have continued access to the system for the duration of the period for which you have already paid. At the end of that period, access to the system will be denied to all authorised users and registered members of your club/company/association.

In the event you cancel your Club Organiser subscription and have paid for the website and software service, you will forfeit all rights to your website. You may have a copy of the site design (if not using one of the default templates), but the underlying code that the website runs on belongs to ABC PC Computer Services.

Revisions and Changes to Club Organiser Software

From time to time it may be necessary for Club Organiser to be updated offline, and the system may be inaccessible during this time. We will always endeavor to notify you as '**The User**' in advance of any such maintenance works in order that you may notify your members and users in a timely fashion. Club Organiser will not be held responsible for any emergency works or system failure beyond our control and will do all we can to keep you abreast of any developments as and when they arise.

Bespoke Software System Changes

Bespoke system changes made on behalf and at the request of an existing type of club, for a club in particular, will be carried out at a fixed hourly rate as shown in the Additional Pricing details for Club Organiser, via the link on the website price page.

Club Organiser is © ABC PC Computer Services 2011-2024