



University of Bath Sports Training Village Contractual Agreement – Terms and Conditions of Memberships

Monthly Payers

If you have joined on a monthly basis you have entered into a rolling contract with the Sports Training Village. You are required to give one month written notice before your next payment date (1st of every calendar month) should you need to cancel. Please do not cancel your direct debit until we have instructed you to do so. If you fail to meet the final payment an invoice will be sent to you. If payment is still not made the balance may be transferred to a debt collection agency.

Annual Payers

If I have paid a lump sum, then no refund or part refund will normally be made, available, if you later cancel the agreement, irrespective of usage, (except under exceptional circumstances or in the event of a breach of contract on the part of the University of Bath). Notification of renewal will be received during the twelfth month of the membership. If exceptional circumstances apply and you want to cancel your annual membership for that reason, and be considered for a partial refund, the University will consider your request (it may ask for evidence to do so), and if it agrees that the circumstances are sufficiently exceptional, it may make a pro-rata refund to you of any unused proportion of your membership.

Temporary Freeze Facility – £2.50 per month (free for annual payers)

The Sports Training Village operates a freeze facility. You can freeze your membership for a minimum of 1 month. This must be applied for in writing either via email or by an application form available from reception. We require 2 weeks' notice before the freeze start date and a reactivation date needs to be given upon application. Please note that the freeze facility can't be done retrospectively and does not form part of the contractual period.

Conditions

Members must agree to abide by the terms and conditions set out below and the codes of conduct displayed around the sports venues. A membership is personal and may not be transferred across to another person. Memberships are strictly available for people aged 16 and over. Upon application, customers may be requested to provide proof of their age to validate their membership.

Subscription durations

Whilst the annual student membership fee is expressed as a yearly membership, the charge relates to term time use only. On this basis, students may not freeze their memberships for the vacation periods.

If non student/public members anticipate being absent from the Sports Training Village for periods of 1 month or longer, they may apply formally to the membership team to freeze their membership in advance of the planned freeze date. For annual payers, the membership expiry date will be extended by the duration of the freeze. Monthly payers will incur an administration fee £2.50 for each month frozen instead of their normal subscription charge. Membership subscriptions shall be payable monthly in advance by direct debit. Should monthly payers wish to make any changes to their membership payment plan including membership type changes, freezes and cancellations, they should notify the membership team directly (in writing) rather than their bank.

Cancellations

14 Day Right to Cancel after first entering into the agreement – If you wish to cancel this agreement you may do so within 14 days, by notifying us in writing of your wish to cancel, (please see enclosed form or follow the link to the online cancellation form <http://www.teambath.com/fitness/memberships/cancellations/> but you do not need to use these forms).

Members paying on a monthly basis, should notify the membership team (in writing) of their intent to cancel giving one month's notice prior to their next direct debit collection date (1st of each calendar month) at their full standard membership rate.

Annual membership payers qualify for a discount on their payment plan and are committed to the Sports Training Village for the entirety of the membership year (except under exceptional circumstances or in the event of a breach of contract on the part of the University of Bath) see above. To this end, a cancellation application may normally only be completed upon their membership renewal.

The Sports Training Village reserves the right at any time to cancel or suspend the membership of any member where, in the management's absolute discretion, there has been or is likely to be a breach of this agreement and in such circumstances no refund of joining fees or membership subscriptions will be made.

Charges

Depending on which membership scheme is/has been taken out, use of certain Sports Training Village facilities may be subject to an additional entrance fee.

A list of the current charges into various facilities is available from reception. Members, excluding University of Bath students and staff shall pay a joining fee at the time of application for membership. This fee is not due to be paid again upon any membership renewal as long as the membership continues unbroken. Should a customer cancel their membership, the joining fee would be incurred upon recommencement. We reserve the right to increase our entrance fees and membership charges periodically and will advertise this to our customers giving at least one month's notice of such changes – therefore should monthly payers wish to cancel their membership in light of these changes, their required standard written notice of one full month can still be, and will need to be provided.

No-show and late cancellation policy for fitness classes

Free cancellations are available up until one hour before class commencement, after which there will be a £3.30 or £2.80 penalty charge dependent on the class and customer status. Attendance will be recorded automatically when swiping through our access barriers.

Guests

Members are responsible for ensuring that their guests are aware of and adhere to the codes of conducts expressed throughout the Sports Training Village.

Membership Cards

Each member will be issued with a membership card which must be utilised to access the Sports Training Village facilities.

A '3 strike' policy is in place to ensure that members bring their access cards with them for ease of entrance, additional access charges will be applied if members hit a 3rd strike (£1.50 – please ask Reception for further details). Lost membership cards can be replaced for a fee of £1.50

Facilities

A member is entitled to use the facilities during the relevant opening times for each facility. However, the Sports Training Village reserves the right to close the facilities where necessary, for any period of time when required for tournaments, exhibitions, galas, sports team training sessions or other activities or in connection with repairs, alteration or maintenance work. Reasonable notice will be provided for such reductions/withdrawal of facilities and the option to freeze member's subscriptions during this period will be available with no charge.

The gym operates a 'Peak' and 'Off-peak' timed entry system. Off Peak members have a timed restriction whereby, Monday through to Friday, the last time they can enter the gym is at 3pm. There is no such time restriction for Off Peak customers at weekends beyond our normal opening times.

Please respect the localised codes of conducts displayed prominently on the walls of the core sports and fitness venues.

TeamBath+ Memberships

TeamBath+ members pay for access to the core facilities of the Sports Training Village. It is the discretion of the management to increase or decrease the facilities and services available to this membership group with no overriding consequence to the headline fee. Reasonable notice will be provided for such changes and under the circumstances of decreased facilities the member has the right to cancel.

Conduct

Any member whose conduct shall be deemed by the Sports Training Village to be improper or likely to endanger the welfare, safety, harmony or good reputation to the facilities, may be reprimanded or have his or her membership suspended or cancelled by the management. The Sports Training Village shall be the sole judge of what constitutes such conduct. In the event of such suspension or cancellation, no refund of joining fees or annual subscription will usually be made but may be made in exceptional circumstances.

Members must show consideration for one another and to staff members, in and around the facilities. In particular, profane or abusive language and threat or the use of violence will not be tolerated. The Sports Training Village has the right to prevent entry into the facilities of any member or former member whose membership has been suspended or cancelled. Members and guests should adhere to our policy regarding photography. No unauthorised use of cameras will be permitted throughout the building. To seek authorisation for controlled photographic work, please refer to reception for details.

Liability

The Sports Training Village will not accept liability for loss or damage to any property or articles placed or left at the Sports Training Village by an individual or group – (except to the extent that any such loss or damage is caused as a result of negligence or breach of any legal obligation on the part of the University).

The University shall accept no liability in respect of bodily injury, illness or disease except for any personal injury or death due to the negligence of the University. Members should not undertake any physical activity for which they may not be fit and are responsible for monitoring their condition/wellbeing during all physical activity and for taking all reasonable care of their own health, safety and wellbeing. Members or guests undertaking any fitness activity within the gym must have completed a Par Q medical questionnaire to declare their physical health and suitability for such activities. Such Par Qs may be requested to be completed on a periodic basis as deemed appropriate by the Gym Manager. You must agree to inform an instructor should there be any change in the facts given in your Par Q questionnaire. Members of the gym and guests are required to complete a formal induction with a gym instructor prior to their initial visit. Such a requirement is deemed necessary, irrespective of the customer's fitness and gym use history. Members must advise staff of any disabilities which may affect or impact on the member's use of the gym/equipment/sports facilities, such as blindness, deafness, heart condition epilepsy or any other relevant condition, so to help avoid accidents, injuries or misadventures to themselves or others.

Online Terms and Conditions

In addition to [Terms & Conditions](#) of the University of Bath's website which govern your use of this website, and the above University of Bath Sports Training Village Contractual Agreement – Terms and Conditions of Memberships (as referred to in clause 16. Goods/ Service specific Terms and Conditions below), any purchase of Goods by you from this website is also governed by these additional Online Payment Terms and Conditions, (hereinafter these Terms)

1. Definitions

In these Terms the following words shall have the following meanings:-

"The University" means The University of Bath

"Us" means The University of Bath either alone or together with you as the context requires

"You" & "Buyer" means the person ordering goods subject to these Terms "Goods" means the articles that you agree to buy from the University

2. Agreement

All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and the University reserves the right to choose not to accept your order for any reason, at its discretion, and will not be liable to you or anyone else in those circumstances.

The University cannot accept your order until you have paid for it in full. You may pay by MasterCard, Visa Debit, Visa Delta, Visa Connect, Visa, or Switch.

The supply of products is subject to availability.

3. Payments

The University does not accept liability for a payment being allocated incorrectly as a result of incorrect details being provided.

The University does not accept any liability if a payment is refused or declined by the card issuer for any reason. It is not the responsibility of the University to bring this to your attention.

4. Personal Data

The data that you provide during this transaction will only be used for the purpose of recording your payment. The University will abide by the requirements of the Data Protection Act and the General Data Protection Regulation and ensure that the data is used for no other purposes and is disclosed to no third party. The University is compliant with PCI DSS regulations.

5. Use of the University of Bath Online Store

The University of Bath Online Store is provided as is. In no event will the University be liable for any damages whatsoever arising out of the use, inability to use, or the result of use of this site, any websites linked to this site, or the materials or information contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages.

6. Cancellation of Goods

(i) You may cancel a Contract at any time within seven working days, beginning on the day after you received the goods. In this case, you will receive a full refund of the price paid for the goods in accordance with the University's refunds policy (set out in paragraph 7 below)

(ii) To cancel a Contract, you must inform the University in writing and return the Goods to the University immediately, in the same condition in which you received them, and at your own cost and risk. You are legally obliged to take reasonable care of the goods while they are in your possession and if you fail to comply with this obligation the University may have a right of action against you.

(iii) The rights outlined in clauses 6 (i) and (ii), however, do not apply to the supply of the following:

- (a) food beverages, perishables or any other goods intended for everyday consumption;
- (b) items made to your specification or which are clearly personalised;
- (c) goods which by reason of their nature cannot be returned or are liable to expire rapidly;
- (d) services, if the supply has already commenced with your agreement;
- (e) audio or video recordings or computer software if they are unsealed by you;
- (f) newspapers, periodicals or magazines; or
- (g) gaming, betting or lottery services.

7. Refunds

Refunds will only be made to the debit/credit card used for the original transaction in all cases where the University's payment system will permit the refund to be made to the payment card account. If the card has been cancelled it is your responsibility to liaise with your bank/card provider to ensure that the refund funds are transferred to another card or account as appropriate. If the University's payment system will not permit the refund to be made to the payment card account the University may in its discretion provide the refund to you through alternative means

8. Sale of Goods and Services

Delivery or Collection

Delivery Address means the address specified in the Personal details which you, have supplied.

Collection Point means the designated site as detailed in the instructions on the University of Bath Online Store website.

Any date specified by the University for delivery/collection of the goods is intended to be an estimate, and delivery will be within a reasonable time.

If for any reason the Buyer will not accept the delivery of the goods when they are ready for delivery, or because the University is unable to deliver the goods on time because the Buyer has not provided appropriate instructions or the Buyer has not collected the goods from the Collection Point: –

(i) Risk in the Goods will pass to the Buyer

(ii) The Goods will be deemed to have been delivered; and

(iii) The University may store the Goods until delivery/collection, whereupon the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).

The University reserves the right to defer the date of delivery/collection or to cancel the contract in the case of any adverse weather conditions, strike, lockout, disorder, fire, explosion, accident or stoppage affecting the University's business or work which is beyond its reasonable control and which prevents or hinders the delivery of the Goods.

9. Risk

The Goods are at the risk of the Buyer from the time of delivery/collection. Ownership of the Goods will not pass until the University has received cleared payment in respect of the Goods.

10. Price of Goods and Services

Unless otherwise agreed by the University in writing, the price for the Goods will be the price as displayed on the University of Bath Online Store website. That price is subject to the addition of

all costs or charges in relation to postage carriage and insurance where applicable and payment must be received in advance in all transactions.

All prices are in pounds (£) sterling, inclusive of VAT.

Prices may change at any time prior to (but not after) acceptance of your order.

By using a credit/debit card to pay for your order, you confirm that the card being used is yours.

All credit/debit card holders may be subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment we will not accept your order and we will not be liable for any delay or non-delivery and we are not obliged to inform you of the reason for the refusal. We are not responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment in accordance with your order.

11. Quality

The University confirms that (subject to the other provisions of these Conditions) upon delivery the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1979. The University will not be liable for a breach of this Condition unless:

- (i) The Buyer gives written notice of the defect to the University, and (if the defect is as a result of damage in transit to the carrier, within fourteen (14) days after the time when the Buyer discovers or ought to have discovered the defect; and
- (ii) The University is given reasonable opportunity after receiving the notice to examine the Goods, and the Buyer (if asked to do so by the University) returns the goods to the University at the Buyer's cost, for examination to take place there.

The University will not be liable for a breach if:

- (i) The Buyer makes any further use of the Goods after giving notice; or
- (ii) The defect arises because the Buyer failed to follow the University's instructions as to storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
- (iii) The Buyer alters or repairs the Goods without the consent of the University.

12. Financial Liability

These terms and conditions constitute the entire financial liability of the University (including any liability for acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- (i) Any breach of these Conditions; and
- (ii) Any representation, statement or negligent act or omission, including negligence arising under or in connection with the contract.
- (iii) The University's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising in connection with the performance or contemplated performance of the contract will be limited to the price of the Goods; and
- (iv) The University will not be liable to the Buyer for any loss of profit, loss of business or depletion of goodwill nor for any indirect or consequential liability, loss or damage, which arises out of or in connection with the contract.

13. Warranties, conditions and other implied terms

All warranties conditions and other terms implied by statute or common law (save for conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract. The University does not represent or warrant that the information accessible via this website is accurate, complete or current.

14. Agreement between the parties

By using the University of Bath online store you are agreeing to be bound by these terms and

conditions. The acknowledgement of the order and these Conditions constitute the entire agreement between the parties relating to the contract (except as specified in clause 15 below).

15. Governing Law

The contract will be governed by English Law. The English Courts will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with the contract.

16. Goods / Service specific terms and conditions

Goods and Services offered for sale through the online store may be subject to specific Terms and Conditions in addition to those detailed here. Please see each item for further details where relevant.

17. Orders for delivery outside the United Kingdom

If you access this website from outside of the United Kingdom, you are responsible for complying with any applicable local laws. The University does not represent or warrant that any Goods comply with any legal requirements of any location outside of the United Kingdom.

If your Goods are to be delivered outside the United Kingdom, they may be subject to import duties and taxes. You will be responsible for these. The University cannot advise you as to what they will be. You will be regarded as the importer for such Goods and you must comply with all laws and regulations of the country in which the Goods are to be delivered.

18. Card Security

Your payment details are automatically encrypted when you enter them. This site is secured using a Thawte SSL Web Server Certificate to offer you secure communications by encrypting all data to and from the site. We recommend that you do not communicate your payment card details to anyone, including us, by e-mail. We cannot be responsible for any losses which may be incurred as a result of transmitting information to us by internet link or by e-mail. Any such loss shall be entirely your responsibility.

19. General

If any part of these Terms is found to be unenforceable as a matter of law, all other parts of these Terms shall be unaffected and shall remain in force.

The University may change these Terms at any time, provided that any such change will not affect any purchases you have made before the change is implemented.

20. Studio Class No Show and Late Cancellation Policy

- Cancellations for members can be made with no penalty charge up to one hour prior to class commencement. Please note that Pay as you go customers cannot be refunded but can transfer classes with no penalty charge up to one hour prior to class commencement.
- Cancellations can be made in person, by phone or online.
- Penalty charges will be made for late cancellations (less than one hour prior to class start time – please note that cancellations are not possible online less than an hour prior to the start time) or for non-attendance of a class.
- Attendance will be recorded automatically when swiping through our access barriers anytime within a 2 hour period prior to the class start time. If you have no access card it is important that you have the reception team record your attendance on the booking sheet on arrival.
- Penalty charges are £3.30 or £2.80 dependent on the class and your member status.
- No further class bookings can be made until any penalty charge has been cleared.

Data Protection

Obtaining personal data from our website visitors

Any personal data that we may ask you to provide on any of our web pages will be held and processed in accordance with the requirements of all applicable Data Protection legislation including the Data Protection Act and the General Data Protection Regulation. Wherever we ask you to submit personal data, such as an e-mail or postal address or a telephone number, you should find a clear statement of:

- what data will be held
- the purpose for which the data will be held
- whether any of the data will be disclosed to any third party, and if so, to whom

If you subsequently choose to submit any personal data, you are thereby giving your consent for that data to be held and processed for the stated purpose(s). If you find that such a statement is not available, or if you feel that it is unclear or inadequate, please e-mail dataprotection-queries@lists.bath.ac.uk.

Processing and disclosure of personal data

We need to process information about our members, staff and students for administrative, academic and health and safety reasons in order to operate efficiently. We will only process personal data in accordance with our registration under all applicable Data Protection legislation including the Data Protection Act and the General Data Protection Regulation.

Personal Data – The data that you provide will only be used for the purpose of administering your account here and recording any payments. The University will abide by the principles of all applicable Data Protection legislation including the Data Protection Act and the General Data Protection Regulation and ensure that the data is used for no other purposes and is not disclosed to third parties. When processing payments the University is compliant with PCI DSS regulations.

If you are unable to find someone's contact details on our website, you should e-mail web-support@bath.ac.uk and your message will be forwarded to the person, who will then decide on a response.

Any queries regarding Data Protection should be addressed to the Data Protection Officer, W3.3, (dataprotection-queries@lists.bath.ac.uk).

Students

When you register with us, you give us permission to process data about you, as outlined in the [data protection statement for student registration](#).

Staff

When you enter into a contract of employment, you consent to us processing data about you as necessary for the proper administration of the employment relationship. This is outlined in the [Human Resources Data Protection Statement](#).