



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

### 1. Health Commitment Statement

1.1 We (the University of Bath) are dedicated to helping you (the member / customer) take every opportunity to enjoy the equipment and facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of each other. Please read carefully the full Health Commitment Statement (HCS) which is available here –

<https://www.teambath.com/wp-content/uploads/2021/10/Team-Bath-Health-Commitment-Statement-September-2021.pdf>

1.2 This Statement sets out what you can expect from us, and what we expect from you as a member. By agreeing to be a member you confirm that you have read and understood the Statement and that you will fully comply with the commitments described there.

1.3 COVID-19: an addendum to the HCS is set out here –

<https://www.teambath.com/wp-content/uploads/2021/10/Team-Bath-Health-Commitment-Statement-September-2021.pdf>

– specifying additional commitments we each agree to make, relating to the COVID-19 pandemic

### 2. Changes to facilities and operations

2.1 Under Covid-19 or other national health or exceptional or unusual circumstances, we reserve the right to make reasonable changes to services such as access, bookings, opening hours and general operations for the protection of customers and staff, and to enable operations to continue as far as possible in such circumstances.

### 3. Conditions

3.1 As a member you agree to abide by these terms and conditions of membership, 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 (other than Junior Swimfit). Upon application, customers may be requested to provide proof of their age or of concession status to validate their membership.

#### 4. Subscription durations

- 4.1 As the student membership benefits from a promotional discount, under the terms of this scheme, you will not qualify for the opportunity to freeze your membership and as such, you are committing to the designated period. In accordance with this, no refunds will be payable outside of your initial 14 days (see 5.1 below), except in exceptional circumstances. Students may apply for an exceptional circumstances membership freeze or extension by contacting the membership team.
- 4.2 If non-student/public members anticipate being absent from the Sports Training Village for periods of 1 month or longer, they may apply to freeze their membership in advance of the planned freeze date. We require at least one month's notice before the next payment date (1st of every calendar month) to activate the freeze, and a reactivation date needs to be given upon application. For annual payers, the membership expiry date will be extended by the duration of the freeze. Monthly payers will incur an administration fee of £2.50 for each month frozen instead of their normal subscription charge. University of Bath staff will not be charged for freezes.
- 4.3 If 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) giving at least one month's notice before the next payment date (1st of every calendar month).

#### 5. Cancellations and Suspensions

- 5.1 ***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 (you can follow the link to the online cancellation form <http://www.teambath.com/fitness/memberships/cancellations/>).
- 5.2 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).
- 5.3 Annual membership payers qualify for a discount on their payment plan and are committed 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). To this end, cancellation may normally only be made by giving at least one month's notice in writing prior to their membership renewal date.
- 5.4 We reserve 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.
- 5.5 As a **UKAD Clean Sport Accredited** institution – any member who is sanctioned with an anti-doping rule violation (ADRV) and issued with a ban will have their membership removed and will be unable to use the facilities. This relates to bans imposed after purchasing membership or if the individual is found to have a pre-existing and current ban.

5.6 **Temporary Freeze Facility – see 4.2 above.**

**6. Payment**

6.1 Monthly Payers – If you have joined on a monthly basis you have entered into a rolling contract with us. You are required to give one month’s 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.

6.2 Annual Payers – If you 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). If exceptional circumstances apply and you want to cancel your annual membership for that reason, and be considered for a partial refund, we will consider your request (and may ask for evidence to do so). If we agree that the circumstances are sufficiently exceptional, we may make a pro-rata refund to you of any unused proportion of your membership. Notification of renewal will be received during the twelfth month of the membership.

**7. Charges**

7.1 Depending on which membership scheme is purchased, use of certain Sports Training Village facilities may be subject to an additional entrance fee.

7.2 A list of the current charges into various facilities is available from our website. Where a joining fee is paid no further joining fee is payable on renewal, as long as the membership continues unbroken. If a membership is cancelled, a joining fee may 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.

7.3 Non-attendance fees are now applicable to Team Bath members or Student Sports Pass holders who fail to turn up to the following activities without cancelling their booking at least one hour in advance:

Activity Non-attendance or late cancellation fee:

Fitness class	£3.00
Swimfit session	£3.00
Tennis court	£10.00

To cancel your booking, log into your account at <https://bookings.teambath.com/Connect/mrmlogin.aspx> and click on Manage Bookings. Attendance will be recorded automatically when swiping through our access barriers and this customer process is part of our terms of business.

Pay as you go customers will be charged in full for their booking and no refunds are available

## **8. Guests**

- 8.1 Members are responsible for ensuring that their guests are aware of and adhere to the HCS and all other codes of conduct expressed throughout the Sports Training Village.

## **9. Membership Cards**

- 9.1 Each member will be issued with a membership card which must be utilised to access the Sports Training Village facilities.
- 9.2 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

## **10. Facilities**

- 10.1 A member is entitled to use the facilities during the relevant opening times for each facility. However, we reserve 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. A member may elect to use the Temporary Freeze Facility described in paragraph 4.2 where a specific facility that they use regularly is closed for more than one week and in such circumstances the £2.50 per month freeze charge may be waived.
- 10.2 The gym operates a 'Peak' and 'Off-Peak' timed entry system for staff. Off-Peak staff 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.
- 10.3 Please respect the localised codes of conducts displayed prominently on the walls of the core sports and fitness venues.
- 10.4 In accordance with the HCS members must advise staff of any disabilities or health concerns which may affect or impact on the member's use of the gym/ equipment/ sports facilities, to help avoid accidents, injuries or misadventures to themselves or others.

## **11. TeamBath+ Memberships**

- 11.1 TeamBath+ members pay for access to the core facilities of the Sports Training Village. It is at 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 significantly decreased facilities the member has the right to cancel.

## 12. Conduct

- 12.1 Any member whose conduct shall be deemed by us to be improper or likely to endanger the welfare, safety, harmony or good reputation of the facilities, may be reprimanded or have their membership suspended or cancelled by the management. We 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 be made except in exceptional circumstances.
- 12.2 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. We have 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.

## 13. Liability

- 13.1 We will not accept liability for loss or damage to any property or articles placed or left at our facilities 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 our part).
- 13.2 We accept no liability in respect of bodily injury, illness or disease except for any personal injury or death due to our negligence. 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 agreed to the Health Commitment Statement (see paragraph 1) and confirmed their physical health and suitability for such activities.
- 13.3 **Gym Welcome Inductions** – By visiting the gym you confirm that you (and any guests, where applicable) have read and agree with the Health Commitment Statement (HCS) referred to in paragraph 1, which is your commitment to us to train safely and appropriately. Additionally, we will endeavour to offer an in-person gym induction and tour, subject to availability – these would particularly benefit less experienced gym and fitness training users. Please speak to a member of staff to discuss this option.

## Terms and Conditions

### University of Bath Online Payments Terms and Conditions

In addition to Terms & Conditions of the University of Bath's website which govern your use of this website, 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 Visa Credit, Visa Debit, Mastercard Credit, Mastercard Debit, Maestro and International Maestro and Paypal.

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 principles of the Data Protection Act 1998 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 14 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.