



Basingstoke Sports Trust

Swim School Terms and Conditions of Membership

These Terms and Conditions set out the whole agreement between you and us for the supply of services and constitute an agreement between you and us. Please ensure that you read and understand these Terms and Conditions because you will be bound by them.

1. DEFINITIONS:

- a. "Centre" means the facility owned and operated by Basingstoke Sports Trust (BST) trading as Basingstoke Sports Centre.
- b. "Centre Rules" means the rules and regulations governing the use of Basingstoke Sports Centre and bstFitness Newbury
- c. "Centre" means the Basingstoke Sports Centre (BSC) or bstFitness Newbury to whom you applied.
- d. "BSC" "us" "we" and "our" means Basingstoke Sports Trust trading as Basingstoke Sports Centre or bstFitness Newbury
- e. "Member" "you" and "your" means swim school contract monthly members.
- f. "Membership Number" means the number allocated to you at the time your membership card was issued.
- g. "Membership Card" means the membership card given to you.

2. ACCEPTANCE OF MEMBERSHIP:

- a. The decision to accept the application of a potential member shall be at the sole discretion of the Centre.
- b. The Centre reserves the right to verify, or require proof of all information given in order to obtain membership and any fraudulent or wrongful information in order to obtain such membership, which has a material, negative effect on our decision whether or not to accept the application for membership, could result in the cancellation of all membership rights.
- c. Membership of the facility is a personal membership and cannot be assigned, transferred or otherwise disposed of without prior written consent of the Centre.

3. MEMBERSHIP:

- a. Swim School Direct Debit membership entitles you BSC Swim School lessons, on a rolling monthly basis.
- b. Swim School Membership: The 12 Month direct debit will be determined by the lessons you enrol in (please refer to the price list) and will continue each month until the membership is terminated.
- c. Swim School is open to all ages.



- d. On entry into this Membership Agreement and every time you enter the Centre during your membership, you warrant and represent to us that you have no medical conditions known to you that would mean that you are not capable of all forms of swimming and that such swimming will not be detrimental to your health. If in doubt, it is your sole responsibility to consult a medical practitioner.
- e. We may assign the benefit of your Membership Agreement to another operator, firm or company at any time without giving you notice.
- f. Your membership applies to you personally: you cannot lend, assign or transfer it to another person.
- g. We reserve the right to make or change minor points or amendments in this Membership Agreement without notice to you.
- h. All membership prices are subject to change.
- i. Should the membership price be changed by BST at any point, before then the appropriate notice period will be given to you in accordance with the direct debit guarantee.

4. PAYMENT OF FEES:

- a. By completing the application form with the Swim School Administrator, and agreeing to be bound by these Terms and Conditions, you agree to pay all membership fees on time.
- b. Swim School Direct Debit Memberships: The first month's membership fees are collected from you by us by Debit or Credit Card, at the point of application. You're first and subsequent Direct Debits for monthly membership fees will be collected from you each month. Failure to pay the subsequent monthly membership fees will result in the membership being cancelled.
- c. Your membership fees are subject to periodic increases. All payments made are non-refundable under any circumstances, except in relation to the Direct Debit Guarantee.
- d. Lost membership cards must be replaced. A fee of £3 will apply to each card that is replaced.

5. FACILITIES AND SERVICES:

- a. In order to gain access to the Centre you must use your Membership Card at all times.
- b. Details of the swim school class times will be supplied to you at the time of booking. The Centre may need to change the class hours. If the Centre needs to do this it will, where reasonably possible, display notice on the Facility notifying members of the change in class times. The Centre shall endeavour to give two weeks' notice prior to the change in swim class times however, where this is not possible, it will endeavour to give reasonable notice of such change.



Part B – rules and regulations for using the clubs, facilities and activities

1. CLUB RULES:

- a. You must familiarise yourself with the Club Rules before you use the facilities. The Club Rules are displayed on the website. We may cancel or suspend your membership without notice should you break these rules. Members need to be conversant with the Customer Guide, which can be downloaded at <https://www.mybst.org/getuback/>
- b. You must not lend, loan, gift or make available to use in any way your Membership Card to any other person whatsoever.
- c. You must not jump over the turnstiles at any time for any reason. Failure to comply will result in the cancellation of membership.
- d. Access to the club is via the turnstile and / or the swiping of your membership card. Failure to produce your membership card may result in a) delays getting into the club, and b) delays getting into certain facilities within the club.
- e. The failure to produce your membership card on more than 3 occasions may result in the cancellation of your membership card. A new card will be issued at a fee of £3.00.
- f. You must wear appropriate clothes and footwear in the Gym. No jeans or denim or flip-flops are permitted in the Gyms and trainers must be worn at all times.
- g. Equipment must be wiped down after use.
- h. Weights and weight-stacks must not be dropped, and all loose weights and discs must be replaced after use.
- i. Lockers are provided for use when at the Club. Any contents left in lockers overnight will be removed and donated to charity should they remain unclaimed for more than one (1) month.
- j. Only tote bags are allowed on the gym and studio floor at any time. All other bags must be stored in the lockers provided in the changing areas.
- k. You must not abuse the equipment or facilities of the Club (you will be liable to pay for any negligent or deliberate damage to property).
- l. You must not behave in a violent, rude, intimidating or threatening way or in a manner which distresses or causes discomfort to other members and staff.
- m. The use of cameras whilst on the premises is not permitted unless written permission has been obtained from the Head of Business Development or the General Manager at a bstFitness facility.



- n. Smoking and the use of E-Cigarettes is not allowed in any part of the Club. Possession of alcohol, narcotics or other mood-altering substances is not permitted, neither is the use of the Club whilst under the influence of any of these substances.
- o. We may refuse admission to or ask you to leave the Club should we reasonably believe that you have broken any club rules. No refund will be given should you be asked to leave the Club under such circumstances.
- p. Members must secure their personal belongings on their person or place and secure them in the lockers provided by us at all times whilst using the Club's facilities. Your property is left in these lockers entirely at your own risk.
- q. You are responsible for ensuring that you correctly operate or use any facilities and/or equipment (including adjusting levels or settings) which we provide. Should you be in any doubt about how to correctly operate any equipment, you must consult one of our gym staff before use.
- r. All 1:2:1 Coaches work for the Trust and as such all payments made for 1:2:1 Coaching must be made via the Club and not to the Coach directly. Any member seen paying a Coach directly may have their membership revoked.
- s. The Club does not allow any member or guest to conduct any Personal Training/Coaching or Instruction on the premises unless authorised to do so through our Personal Training/Coaching/Instructor scheme. For details of approved and validated personal trainers/coaches/Instructors please speak to a member of the operational staff. Any members suspected of personal training/coaching/instructing will have their membership cancelled forthwith.

2. SWIMMING POOL, SAUNA, SPA AND STEAM ROOM

- a. You must at all-time follow the pool, spa, sauna and steam-room rules and guidelines displayed in the Club, available at reception and any instructions a lifeguard or manager gives you.
- b. We may reserve the pool at certain times for adult-only swimming, aqua-aerobics classes, lessons or children's activities. We will always try and let you know beforehand about these sessions by advertising them within the Centres and on line at www.mybst.org.
- c. You are not allowed to shave, exfoliate (remove dead skin), use oils or conditioners or eat in the pool, spa, steam-room or sauna.
- d. You should not use the sauna for longer than the recommended time.
- e. The leaving of belongings in changing cubicles unless they are being used is not permitted. Items left unattended will be treated as lost property.



3. DATA COLLECTION:

a. In the course of your membership, the Club may collect certain personal information about you including personal details, financial details and information about your health. We will use this information for the purposes of managing your membership and communicating with you.

b. You will be given the opportunity to “opt in” to marketing communications. However if you subsequently wish to opt out you can do via the website or through unsubscribing by email.

c. You have the duty to keep your personal information up to date and to inform us of any significant changes.

d. We will limit access to the processing of and use of your personal information by our employees and management who may, from time to time, require its use for marketing or other services. In addition, from time to time, we may need to make your personal information available to third parties such as legal authorities.

e. Please contact the Data Protection Officer of the Trust if you have any questions or concerns about how we will use and store your personal information or if you wish to exercise your right to access, modify, object to the use of or request the deletion of your personal information. The Trusts GDPR and web site policy is located on the Trusts website www.mybst.org

f. We reserve the right to take photographs of our facilities (which may include you, provided your inclusion is incidental) for press and promotional purposes.

g. As a member of our Club, you acknowledge that you have read and understand the provisions of this section and that you agree that we may collect, use, process and disclose your personal information as described.

4. WI-FI TERMS AND CONDITIONS

a. While in their Centres, members have the use of free Wi-Fi.

b. Wi-Fi usage is governed by a separate set of terms and conditions, which can be located on the Trusts website - www.mybst.org/terms or can be collected on a paper leaflet at Reception.

5. GENERAL

a. Our failure to enforce any of our rights at any time, for any period and for whatever reason will not be construed as a waiver of such rights; neither will any failure to identify or act upon your breach of the terms of this agreement be deemed to be an affirmation by us that your behaviour is acceptable.



- b. Where a provision of this agreement is deemed to be invalid or unenforceable by any English Court, the provision will be deleted but such deletion will not affect the validity and enforceability of the remaining provisions.
- c. We may assign or transfer the benefit of this agreement and our obligations under it, to any other legal entity at any time without notice to you.
- d. Members acknowledge, understand and accept that Basingstoke Sports Trust do not consent to, or comply with, requests for Do Not Resuscitate (DNR) Orders, also known as Do Not Attempt Resuscitation (DNAR) and Do Not Attempt Cardiac Respiratory Resuscitation (DNCPR).
- e. All and any Intellectual Property Rights in or arising out of or in connection with the services provided or in relation to this agreement shall be owned by Basingstoke Sports Centre.
- f. Except as permitted by this clause, the Contracts (Rights of Third Parties) Act 1999 are excluded.
- g. Except where permitted by this agreement, neither party may alter the terms and conditions without the written agreement of the other party and no written or oral representation by either party will serve to modify or amend these terms and conditions in any way.
- h. This agreement shall be governed by English law and the English courts shall have exclusive jurisdiction to deal with any disputes arising in relation to it.

6. FORCE MAJEURE

- a. For the purposes of this agreement, a Force Majeure Event means an event beyond the reasonable control of Basingstoke Sports Centre including but not limited to strikes, lock-outs or other industrial disputes (whether involving Basingstoke Sports Centre or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, pandemic, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- b. Basingstoke Sports Centre shall not be liable to you as a result of any delay or failure to perform its obligations under this agreement as a result of a Force Majeure Event.
- c. Should the Force Majeure Event prevent Basingstoke Sports Centre from providing any of the services for more than 90 days, Basingstoke Sports Centre may, without limiting its other rights or remedies, have the right to terminate this agreement immediately by giving written notice to you.

