

## **BA CLUBS LTD TERMS AND CONDITIONS OF USE AND SUPPLY**

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**General Information and Definitions** In these terms and conditions, the following words shall have the following meanings:

**Our Site** means BA Clubs Ltd website at [www.baclubs.com](http://www.baclubs.com)

**Products and Services** Any product or service listed on our site is also governed by these terms and conditions

**BA Clubs, The Club, Us or We** means BA Clubs Ltd. Trading address: The Orchard Hatton Road Bedfont TW14 9QT. Registered address: 15 Dukes Ride Crowthorne RG45 6LZ. Vat number: 224423006

**You** means the person using our site or ordering Products

**Products** means products or services offered directly or indirectly.

**Service** means offers and promotions offered directly or indirectly via Perks @ Work or by a partner company, individual or organisation.

### **TERMS OF USE**

#### **1 Site Use**

##### **1.1 Access**

Access to our site is permitted on a temporary basis, and We reserve the right to withdraw or amend the service We provide on our site without notice. We will not be liable if for any reason our site is unavailable at any time or for any period.

We aim to update our site regularly and may change the content at any time. We may suspend access to our site or close it indefinitely. Any of the material on our site may be out of date at any given time and We are under no obligation to update such material.

We may revise these terms at any time by amending this page.

##### **1.2 Intellectual Property Rights**

We are the owner or the licensee of all intellectual property rights in Our site and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not modify the paper or digital copies of any materials You have printed off or downloaded in any way and You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

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You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from Us or our licensors. If You print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and You must, at our option, return or destroy any copies of the materials You have made.

### **1.3 Liability**

Our site is provided 'as is' with no warranties whatsoever. All express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law. Neither BA Clubs nor its successors, affiliates, or assigns shall be liable under any circumstances for the use or misuse of our site. This limitation of liability shall apply to the fullest extent permitted by law to prevent the recovery of direct, indirect, incidental, consequential, special, exemplary, and punitive damages (even if BA Clubs has been advised of the possibility of such damages)

### **1.4 Privacy**

We process information about You in accordance with our privacy policy. By using our site, You consent to such processing and You warrant that all data provided by You is accurate.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, You would commit a criminal offence under the *Computer Misuse Act 1990*. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

You may link to our home page, provided You do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by You.

Our site must not be framed on any other site, nor may You create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

If You wish to make any use of material on our site other than that set out above, please address your request to [membership@ba.com](mailto:membership@ba.com)

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Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

If You have any concerns about material which appears on our site, please contact [membership@ba.com](mailto:membership@ba.com).

### **1.5 Acceptable Use**

Your use of our site means that You accept and agree to abide by all the following policies for that use, which supplement the remainder of these Terms:

- (a) You may use our site only for lawful purposes. You may not use our site (a) in any way that breaches any applicable local, national or international law or regulation (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect (c) for the purpose of harming or attempting to harm minors in any way (d) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam) (e) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- (b) You also agree (a) not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the further provisions of our terms of website use (b) not to access without authority, interfere with, damage or disrupt (i) any part of our site (ii) any equipment or network on which our site is stored (iii) any software used in the provision of our site; or (iv) any equipment or network or software owned or used by any third party.

We will determine, in our discretion, whether there has been a breach of these policies through your use of our site. When a breach of this policy has occurred, We may take such action as We deem appropriate.

Failure to comply with these policies constitutes a material breach of the terms upon which You are permitted to use our site and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site,
- immediate, temporary or permanent removal of any posting or material uploaded by You to our site,
- issue of a warning to You,
- legal proceedings against You for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach,
- further legal action against You,
- disclosure of such information to law enforcement authorities as We reasonably feel is necessary.

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We exclude liability for actions taken in response to breaches of these policies. The responses described in this policy are not limited and We may take any other action We reasonably deem appropriate.

### **1.6 Law & Jurisdiction**

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to a visit to our site, although We retain the right to bring proceedings against You for breach of these Terms in your country of residence or any other relevant country.

Please note that Section 12 of these Terms will also apply to your use of our Site.

## **TERMS OF SUPPLY**

### **1 The Club**

The Club, provides access to sporting, leisure and social activities. It also provides a wide range of member benefits, including, but not limited to, access to discount shopping portal, offers and discounts from third party partners, service offers and a monthly lottery for members over the age of 18. Membership is on application and is paid by an annual non-refundable subscription. Payment terms vary according to membership type.

All members are required to keep their membership payments up to date. Failure to do so will mean benefits of that membership and all associated programmes will be suspended until corrective action is taken.

Some programmes and offers, such as Hotline, Perks @ Work and the Monthly Lottery have additional specific terms relating to their use. Members are required to agree to these additional terms in order to participate in such programmes.

Breach of these terms may render a member unable to benefit from the programmes. No refund is possible under these circumstances.

A member may appeal to the General Manager of the Club whose decision will be final and binding.

### **2 Transactions**

The terms and conditions which follow apply to purchases from our site and apply in addition to the general terms of use of our site which are above, unless they are expressly excluded or contradicted below.

By placing an order through our site, You warrant that You are legally capable of entering into binding contracts and are at least 18 years old.

BA Clubs cannot accept your order until You have paid for it in full. You may pay by setting up a Direct Debit or in some instances, using a payment card.

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Upon payment, BA Clubs will confirm receipt of your order by an acknowledgement displayed onscreen once your payment details have been accepted, followed by an email which will be sent to the email address You provide on your order details.

Your order represents an offer to Us to purchase the Products or Services which is accepted by Us either when We send You an email confirming acceptance of your order or We take a first payment. A legally binding contract between You and Us is created at the point of our acceptance of your order.

BA Clubs 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 supply of Products or Services is subject to availability

### **3 Vendors/Third Parties and Goods and Services**

BA Clubs will from time-to-time display offers from third parties directly on our website or via links to the Perks @ Work programme. The Perks @ Work programme is offered by Next Jump, Inc and/or Next Jump (UK) LTD. Offers from any of our partners shall be known as the Service.

We will not be liable for any loss or damage incurred as a result of any interaction between You and a vendor accessible through the Service. All matters, including but not limited to delivery of goods and services, returns, and warranties are solely and strictly between You and the vendor.

You acknowledge that BA Clubs, Next Jump, Inc. and/or Next Jump (UK) LTD and/or other partners do not endorse or warrant the vendors that are accessible through the Service nor the goods and services that they provide.

In some instances, you may redeem alternate currencies or credits for goods and services. In such cases, the conditions of Service described in these Terms of Use will apply.

In some instances, you may be permitted to invite others to use the Service and/or You may also provide a credit to a third party for use with the Service, in which case your invitees and/or third party's use of the Service will be acceptance of the Agreements.

If You have a dispute with one or more vendors or other third parties, You release BA Clubs, Next Jump, Inc. and/or Next Jump (UK), LTD (and their officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

We may feature special offers. Some of these special offers will be limited in terms of inventory and/or time. When offers have limited inventory, We may require that You register for the offer and may require reservations for the special offer. The terms of the reservation may require that You purchase the goods or service within a certain period of time. The terms of the reservation may also impose a charge in the event You do not complete the transaction. There may be other conditions associated with special offers and reservations.

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Some special offers commence and end at certain times. We will make reasonable efforts to make sure its timekeeping is correct, and our timekeeping, not any external timekeeper, will determine when offers start and stop. You agree to accept the results of the special offer reservations and our administration and outcome of the reservation system for special offers. We reserve the right to not award a special offer reservation to You if: (a) You did not take all steps necessary to qualify to receive the special offer reservation; (b) You attempted (in our sole discretion) to reserve by methods that contravene our reservation system and special offer rules; (c) otherwise violated special offer rules.

In the event that the special offer reservation system malfunctions or there are other problems with a special offer involving, by way of example but not by way of limitation, an error in the number of available offers whether caused by a technical (hardware or software) error or by human error, We reserve the right to cancel the special offer, not recognise any reservations, and/or reverse any transaction or benefits it may have awarded.

Due to excessive demand for some special offers, there can be technical systems failures. We are not liable for any losses due to such technical failures. We are not liable for computer, internet service providers, and internet failures that You may experience in general, and specifically as such failures relate to your attempts to reserve a special offer.

The pricing of services and products featured in special offers may be extremely favourable. You agree that should you purchase such services or products, You will not do so for personal economic gain or to re-sell such services or products.

### **4 Returns**

In the event You purchase a product through the Service, and You return that product and/or seek a refund for that product or service, You hereby explicitly authorise BA Clubs and/or Next Jump, Inc. and/or Next Jump (UK), LTD to reverse any reward (without regard to whether or not the reward is in currency or alternate currencies) that You received when You purchased the product or service through the Service.

No refunds are possible for membership or programme subscriptions.

The prices for Products displayed for sale on our Site are as set out on our Site, except in cases of obvious error. All prices are in pounds (£) sterling, inclusive of VAT. Prices may change at any time prior to (but not after) acceptance of your order.

In the unlikely event that the price of an item has been incorrectly advertised on our site, We will contact You by email (at the address provided with your order details) or telephone You, to ask whether You wish to proceed with the order at the correct price. If You are not happy to proceed, or We are unable to obtain your instructions, We will cancel the order and provide You with a full refund of any monies debited. You should note that We are under no obligation to provide any Product or Service to You at an incorrect (lower) price, even after We have sent You an acceptance email, if the pricing error is obvious and unmistakable and could have reasonably been recognised by You as a mispricing.

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 are subject to validation checks and authorisation by the

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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.

### **5 Security**

Our Site uses a secure server that implements Secure Socket Layer (SSL) technology in our online ordering process to protect your payment card information. In the unlikely event of fraudulent or unauthorised use of your payment card by someone else to purchase Service from Us on our server We will refund to You any money received by Us as a result but only if You have notified your payment card issuer and Us by telephoning Us on +44 (0) 203 691 3215 as soon as You became aware of the unauthorised use of your card.

Once You have completed the selection of services You wish to purchase You may proceed to place an order.

As soon as You click "continue with order" your browser will go into secure mode. Data relating to your order and your personal and payment card details will all pass to our server in an encrypted format. As soon as You have finished ordering You will exit secure mode.

As an additional protection for You, our system is designed so that You cannot place an order until You are safely within secure mode.

We recommend that You do not communicate your payment card details to anyone, including Us, by email. We cannot be responsible for any losses You may incur in transmitting information to Us by internet link or by email. Any such loss shall not be borne either wholly or partly by Us, and shall be entirely your responsibility.

If You have any additional queries about security, please email: [membership@ba.com](mailto:membership@ba.com)

### **6 Age requirements for certain Products**

If You wish to order a product where a minimum age requirement is indicated (You must confirm that You are of the required age before You will be able to proceed with the order). We reserve the right not to supply any age-restricted product where We reasonably believe that You are below the relevant minimum age.

### **7 Other Matters**

Contracts for the purchase of Services through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

We are required by law to inform You that sales can be concluded in English only and that no public filing requirements apply.

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BA Clubs 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. The Terms currently in effect are those published on our site. You will be subject to the policies and terms in force at the time You order Products from BA Clubs, unless any change to those policies or these Terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by You), or if We notify You of the change before We send You our acceptance email (in which case We have the right to assume that You have accepted the change to the Terms, unless You notify Us to the contrary within 7 working days of receipt by You of the Product).

### **8 General**

Please note that this Section 8 applies both to use of our Site and purchases made from our Site.

These Terms and any document expressly referred to in them represent the entire agreement between You and Us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between You and Us, whether orally or in writing.

We each acknowledge that, in entering into a contract, neither You nor We have relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between Us both prior to such contract, except as expressly stated in these Terms.

Neither of us shall have any remedy against the other in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

BA Clubs will not be liable to You where performance of any of our obligations to You is prevented or restricted by any circumstance or cause beyond our reasonable control. Our performance is deemed to be suspended for the period that such circumstance or cause continues and We will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the circumstances or cause to a close or to find a solution by which our obligations may be performed despite these.

Applicable laws require that some of the information or communications We send to You should be in writing. When using our site, You accept that communication with Us will be mainly electronic. We will contact You by email or provide You with information by posting notices on our site. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that We provide to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

All notices given by You to Us must be given to BA Clubs to the email addresses given at the end of these Terms (under **Contact Details**). We may give notice to You at either the email You provide to Us when placing an order, or in any of the ways specified in the paragraph above. Notice will be deemed received and properly served immediately when

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posted on our site, 24 hours after an email is sent. In proving the service of any notice, it will be sufficient to prove, that such email was sent to the specified email address of the addressee.

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.

### **Contact Details**

**Email:**

[membership@ba.com](mailto:membership@ba.com)

**Telephone:**

+44 (0) 203 691 3215 between the hours of 9am and 4pm Monday to Friday

**Post:**

BA Clubs Ltd The Orchard Hatton Road Bedfont TW14 9QT