

## TERMS AND CONDITIONS

The UK Spa Association is registered in England and Wales under company number 08564353 and has a registered office at 2 Beverly Court, 26 Elmtree Road, Teddington, TW11 8ST.

The UK Spa Association's membership terms and conditions are set out below.

### **Important information about data protection**

The nature of our business means that we will collect and process certain elements of your personal data from time to time. We will only do so in accordance with our [Privacy Policy](#).

Please read these Terms carefully before signing up for membership. Please also refer back to these Terms from time to time, as they will continue to apply to your membership. By signing up for membership you are confirming that you have read these Terms and agree to be bound by them. In these Terms "we", "us", "our" means UK Spa Association; "you", "your", "yours" means you, the client.

### **1. Membership term**

The UK Spa Association offers different levels of membership, details of which can be found on the membership page of our website. Individual members must be at least 18 years of age and the UK Spa Association reserves the right to refuse any application for membership or renewal.

**Membership** term is for 12 months from the date of acceptance by the UK Spa Association. After this initial 12 month period, your membership will end automatically unless you renew it. You will receive an email prompt to renew your subscription prior to the end of the 12 month term.

**Complimentary memberships** do not expire and continue until terminated. The UK Spa Association reserve the right to terminate memberships at any time, if deemed necessary in the interests of the UK Spa Association to do so.

### **2. Membership fees**

The membership application form sets out the membership fee payable by you during the initial term. The membership fee for each renewal term will be the same as the membership fee payable during the initial term unless it is varied by the UK Spa Association.

We reserve the right to review and change membership fees periodically.

### **3. Membership benefits**

You are granted the member benefits during the term of your membership, according to your level of membership. The list of member benefits for each membership is set out on the membership page of the website.

The benefits offered to members may change. When this occurs, we will update the information on our website and inform you via email.

### **4. Code of Conduct**

As a member of the UK Spa Association, we expect you to:

- Support the UK Spa Association's published aims and objectives by sharing expertise with other members and partners through attending events, contributing to insight opportunities and participating in activities and initiatives (where appropriate) as part of the UK Spa Association's non-profit remit;
- Keep all contact information up to date to ensure that listings on the UK Spa Association website are accurate;
- Contribute to the development of the UK Spa Association community through open dialogue with the UK Spa Association;
- Act professionally, courteously and responsibly at all UK Spa Association events and in our member forums;
- Represent the UK Spa Association in your capacity as a member;

- Keep up with industry guidelines and practices;
- Continue to uphold the exceptional standards for which the spa industry in the UK is renowned.

If you are in breach of the clauses set out in these Terms then we reserve the right to terminate your membership immediately, without refund.

#### **5. Non-payment of membership fees**

If your membership fees become overdue, we reserve the right to refuse you access to our UK Spa Association website members' zone and/or event until the overdue sums are paid in full. If you have pre-paid for an event but have allowed your membership to expire we reserve the right to cancel your booking and refund you by the payment method provided on booking.

Should your membership become overdue by 3 months or more, you will cease to be a member.

#### **6. Cancellation of membership**

Membership may be cancelled at any time but refunds for the remainder of the 12 month term are not possible.

#### **7. End of membership**

You may terminate your membership of the UK Spa Association at any time. If we terminate your membership or you choose to end your membership with us, you must immediately remove the UK Spa Association members' badge from any publicity material, website and/or other medium on which you have included it.

As a consequence of ceasing to be a member, you will no longer have any access to the benefits offered by the membership.

#### **8. Security and passwords**

One of the benefits of membership is enhanced access to the Member Zone. Upon registering as a member, you will provide a unique email address and password for log-in details. You agree to keep this password confidential and will not disclose or share it with anyone. Please note that you will be responsible for all activities and orders that occur or are submitted under your password.

If you know or suspect that someone else knows your password you are responsible for notifying us immediately. Access to the membership area of our website is by unique password, specific to each individual membership and is password protected. Password and login details are non-transferable; anyone found sharing their password and login details will have their membership immediately terminated without refund of fees.

#### **9. How we can contact each other**

By you: Any written notice or enquiry/feedback should be e-mailed to [manager@spa-uk.org](mailto:manager@spa-uk.org).

By us: We may contact you using any of the contact details you provide to us when you sign up for membership, which may include via telephone or email. Our Privacy Policy sets out how we may process your personal data, which includes the contact details you provide to us.

#### **10. Our website**

We may update our site from time to time and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it. Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

We do not guarantee that our site, or any content on it, will be free from errors or omissions. We do not guarantee that our site, or any content or functionality on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you, or offer refunds, if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

The text, content, graphics, videos, logos, artwork, and other intellectual property appearing on the UK Spa Association website are owned, controlled or licensed by us and are protected by copyright,

trademark and other intellectual property law rights. All right, title and interest in and to our content remains with us at all times.

- you shall not use, sell, modify, or distribute our content;
- you shall not create derivative works from our content or commercially exploit our content, in whole or in part, in any way; and
- you shall use our content for lawful purposes only.

The UK Spa Association reserves all other rights.

### **11. Booking events**

The cost of each event will be shown clearly on our events webpage. All events included in your membership type will have no cost attributed to them. Bookings for events can be made once they are available on our website and can be made by following the appropriate links on our website. It is your responsibility to ensure that you have made your booking and (where relevant) submitted payment correctly.

All tickets for events are non-transferable, people must purchase/sign up for events and webinars independently.

You can find out more about 3rd party involvement in any bookings, payments and processing in our Privacy Policy.

### **12. Changing or cancelling your bookings and failure to attend**

You may change or cancel your booking for an event, without charge, up to 3 weeks before the start of the event that you have booked. We will re-credit your account through the payment method provided upon booking. If you book onto an event within 3 weeks of its scheduled start time, there is no entitlement to change or cancel with a full refund. Any additional late cancellations or no-shows in any calendar month will not be entitled to a refund. If we discover an error in the prices quoted on the website, we will inform you as soon as practicable and give you the option of reconfirming your order at the correct price or cancelling it. To cancel or amend a booking 3 weeks or more before an event, please email us at: [manager@spa-uk.org](mailto:manager@spa-uk.org).

### **13. If we cancel your booking**

In the event that we cancel your purchased event, we will make reasonable efforts to contact you by email or telephone to let you know. We will refund you the full amount to the payment method provided upon booking.

Admission to UK Spa Association events and event venues may also be refused to any member or their guest at the discretion of the UK Spa Association.

### **14. Liability for events**

We are not responsible for any loss or damage to property that may unforeseeably ensue from attending our webinars or events. Events, conferences or other services provided by third parties may be subject to terms and conditions of the respective third party and the UK Spa Association disclaims any responsibility or liability for any loss or damage suffered as a result of the provision of any service by such third party.

### **15. Third-party sites**

The UK Spa Association website contains links to third party online resources. We do not endorse, approve or sanction (unless otherwise stated) nor are we responsible for any third party's products, services, acts or omissions. There is no association or connection between us and the third party (unless otherwise stated) save for the provision of the link. We do not act in partnership with nor as agent for or on behalf of the third party to whom we provide links. Accordingly, neither party may incur any debt or liability on behalf of the other party.

### **16. Severability**

If any part of these Terms is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from these Terms, the remainder of which will continue to be valid and enforceable to the fullest extent permitted by law.

### **17. Entire agreement**

These Terms together with our disclaimer and any policies we have in force from time to time constitute the entire agreement between us and you and shall have effect to the exclusion of any other memorandum, agreement, or understanding of any kind, whether oral or written, between us and you.

#### **18. Third-party rights**

These Terms constitute a contract between you and us. No other person shall have the right to enforce any of these Terms.

#### **19. Variation of terms**

The UK Spa Association reserves the right to vary these terms (including the documents referred to in them) from time to time. We will make you aware of any variations that we make.

#### **20. Liability**

Nothing in these terms excludes or limits either party's liability for fraud, death or personal injury caused by negligence or for any other act which cannot be excluded or limited by law.

You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

Subject to the foregoing, the UK Spa Association shall not in any event be liable to pay compensation or damages to you (for whatever reason such compensation or damages may be due) in relation to these terms or the rights granted under them, greater than the amount of the membership fees received by the UK Spa Association in the particular year of the term to which the action or claim relates.

#### **21. Governing law and jurisdiction**

These Terms shall be governed by and construed in accordance with English law and the parties hereby agree to submit the exclusive jurisdiction of the English courts.

**These terms and conditions were last updated on: 24 April 2024**