

SportRes Club

Definitions:

“We”, “Us” and “Our” refers to “Sport Resolutions (UK)” the trading name of Sports Dispute Resolution Panel Limited

“You” and “Your” refers to the member

Membership Terms and Conditions

1. Your agreement is with Sport Resolutions (UK) registered address 1 Salisbury Square, London, EC4Y 8AE, company number 3351039

The contract between us

2. By applying for SportRes Club membership, you agree to these terms and conditions.

3. These terms and conditions shall apply to and be deemed to be incorporated into all Sport Resolutions (UK) membership contracts, to the exclusion of any terms or conditions contained or referred to in any documents proffered by you or implied by trade, custom and practice or course of dealing, unless specifically agreed to in writing by us.

4. We must receive payment of the whole price of the membership you request before your membership can be accepted. Once payment has been received by us, we will confirm whether your membership has been accepted by sending to you an email confirmation at the email address specified in your membership application. Our acceptance of your membership constitutes a legally binding contract between us.

5. We reserve the right to refuse any request for membership at our sole discretion, or to cancel your membership at any point during your membership year. If membership is cancelled there will be no reimbursement of fees paid.

Price

6. The pricing for membership of SportRes Club is set out on our website.

7. All prices are expressed exclusive of any VAT payable unless otherwise stated.

8. Your credit/debit card details will be encrypted to minimize the possibility of unauthorised access or disclosure. Authority for payment must be given at the time of placing your order.

9. Membership can be paid through BACS, cheque or card payment.

Membership

9. Membership is on an individual, team or organisational subscription basis. For team subscriptions up to three named individuals can be nominated for membership under the subscription.

10. An organisational subscription provides up to 10 memberships to individuals from the same organisation. An organisation is defined as being an identifiable establishment or body such as a national governing body, law practice or Chambers, university, company or association.

11. An individual membership under a team or organisational subscription may be transferred from one named individual to another on one occasion per year only by emailing us at resolve@sportresolutions.co.uk. It can take up to 14 days for the transferee to gain access to membership benefits. Any further transfers are at our sole discretion.

12. Membership will last for a period of 12 months from the date we email to confirm acceptance of membership. This is subject to earlier cancellation in accordance with these terms and conditions.

13. You can change to another SportRes Club Membership tier. Upgrades will take effect as soon as we confirm them and you will be invoiced accordingly. Downgrades will take effect at the end of your current subscription period.

14. All entitlements related to your membership are set out on our website. Use of any membership benefit is strictly limited to members only. We also operate a fair usage policy to all benefits and reserve the right to monitor use and to restrict or remove access to any benefit at our sole discretion.

15. All updates and membership information will be sent via email. These emails will be sent to you at the email address specified in your registration information. We accept no responsibility if you do not update your registration information with your current email address and you agree to ensure that all contact information held by us is accurate and up to date.

16. We are continually seeking to improve the membership service. We reserve the right, at our discretion, to make changes to any part of the membership service provided that it does not materially reduce its content or the benefits under it.

17. We may offer discounts and promotions on SportRes Club Membership from time to time. We may also change the price of each Membership tier from time to time. If we do intend to change the price, we will notify you first. The price change will take effect from the next billing period after we notify you, unless you choose to cancel your SportRes Club Membership.

Password and security

18. You must keep any login details and passwords confidential and must not disclose them or share them with anyone. If you know or suspect that someone else knows these details, we should be notified immediately by contacting us at resolve@sportresolutions.co.uk.

Renewal

19. Your SportRes Club membership will continue at the end of each billing period until you cancel it or we terminate it. We will send you a reminder when your SportRes Club Membership is about to renew. You must cancel your SportRes Club Membership before it renews at the start of the next billing period in order to avoid the next billing period's membership fees being billed to your payment method.

Intellectual Property

20. We retain all right, title and interest in the information and materials provided in this membership scheme including the Yearbook, decisions, decision summaries and any other documents.

21. You are not authorised or permitted to disclose, distribute or publish any material accessed by reason of your membership without our permission.

Cancellation

22. You have the right to cancel your membership by giving us notice at any time. If you cancel within 14 days of the day on which we email to confirm acceptance of your membership, we will reimburse all sums paid by you or on your behalf for your membership. This right to be reimbursed will cease if we have begun to provide you with any membership benefit. If you cancel after 14 days, you will not be entitled to any refund, and no sums paid will be reimbursed.

23. We may terminate your membership by giving you notice if you are in material breach of these terms and conditions and the breach is not remedied within a period of 7 days after written notice of the breach has been given to you.

Disclaimers and liability

24. Nothing in these terms and conditions will affect your statutory rights if you are a consumer, or limit or exclude our liability for death or personal injury caused by negligence, fraudulent misrepresentation and any other liability which cannot lawfully be excluded or limited by English law.

25. Although we aim to offer you the best service possible, we make no promise that membership will meet all your requirements.

26. We cannot guarantee the Sport Resolutions (UK) website will be available at all times or fault free. If a fault occurs you should report it to us by emailing: resolve@sportresolutions.co.uk and we will attempt to correct the fault as soon as we reasonably can.

27. To the maximum extent permitted by law, we expressly exclude all conditions, warranties and other terms which might otherwise be implied by the law.

28. If we are in breach of these terms and conditions, we will only be responsible for any losses that you suffer as a result of that breach to the extent that such losses are a foreseeable consequence to both of us at the time you use the relevant membership service. Our liability shall not in any event include economic and/or business losses such as any direct or indirect loss of profits, time, revenue, goodwill, business, data or anticipated savings.

29. Furthermore, our total liability to you in respect of all causes of action arising out of or in connection with these terms and conditions and your membership, whether for breach of contract, tort (including, without limitation, negligence), and misrepresentation or otherwise, shall not exceed the price paid for your membership.

Governing law and Dispute Resolution

30. Any dispute arising under this Agreement shall be dealt with according to our complaints procedure. This Agreement shall be subject to the laws of England and the exclusive jurisdiction of the English Courts.

Amendments

31. We may update these terms and conditions from time to time, including for legal or regulatory reasons, to allow the proper provision of the membership services, or to allow the proper operation of our websites. The changes will apply after we have given notice of them to you.

Complaints

32. If you have any complaints, please send them to us at resolve@sportresolutions.co.uk. We would like to hear from you so we can improve our service.