

## **General Terms and Conditions (GTC) of University Sports Bern**

### **1 Scope**

University Sports Bern offers an array of sport and movement activities, as well as various services. The general terms and conditions (GTC) apply to everyone who registers for or takes part in a University Sports offer.

### **2 Eligible participants**

#### **2.1 Students of a Swiss university and the PHBern**

Students at the University of Bern with a valid Unicard and students of the PH Bern with a valid student ID are entitled to take part in University Sports offerings. At the beginning of the semester, a validation of the Unicard or student ID is required to prove eligibility.

The participation fee is included in the semester fees (cf. Art. 40 Para. 2 Letter b of the Ordinance on the University of 12 September 2012 [Univ] or Art. 58 Para. 2 Ordinance on the German-speaking University of Teacher Education of 13 April 2005 [PHV]).

Students with a valid legitimization card from certain Swiss universities are also eligible and can use the university sports facilities based on a gentlemen's agreement. The universities included in the gentlemen's agreement are listed in the university sports card regulations. These are available on the Unisport website [www.sport.unibe.ch](http://www.sport.unibe.ch).

#### **2.2 Further eligible participants**

The latest valid "University Sports Card Regulations" regulate what other groups may participate in the university sports programme. Eligibility criteria to participate in accordance with the card regulations are published on the University Sport website [www.sport.unibe.ch](http://www.sport.unibe.ch).

The application form for the University Sports card must be filled out completely and truthfully. By submitting the form, applicants accept these GTC.

### **3 University sports card**

The provisions under Clause 3 shall only apply to those entitled to participate in accordance with Clause 2.2 above.

#### **3.1 Fee**

Admission to the university sports offer requires payment of a fee, which will be invoiced after submission of the application. The card will only be issued after payment of the fee.

The amount of the fee is determined by the currently valid card regulations.

If university sports facilities or offers cannot be used due to accident, illness, holidays or other absences, there is neither the option to claim a (partial) refund of paid fees nor to apply for an extension of the period of validity of the university sports card.

### **3.2 Shape and form of the card**

For employees of the University of Bern and the PHBern, the Unicard or the employee ID card with the imprint "Unisport", valid for the period in question, counts as a Unisport card. All other authorised participants can obtain a Unisport card from the secretariat or by post.

The University Sports card is personal and non-transferable. Illegible cards are invalid. The legibility of the card is the responsibility of the card holder. A replacement Unicard can be requested from the ZIB. At the PHBern, replacements of student ID cards can be applied for with student administration, and replacements of employee ID cards be applied for at the Human Resources Department.

During its period of validity, the card entitles the holder to participate in training sessions and to book paid courses, events, competitions, and services.

### **3.3 Validity period**

The university sports card is valid for 12 or 24 months from the date of payment (value date). After expiry of the validity period, the card is not automatically renewed. An electronic reminder with a link will be sent 30 days before the expiry date. The link can be used to apply for renewal on the University Sport website. Alternatively, the renewal can be applied for and paid for at the University Sport secretariat. The extension of the validity of the card will take place without interruption, provided that the eligibility criteria are still met at the time of the extension and the application for extension and the fee to be paid are received by the University Sports Secretariat 10 days before the expiry of the validity of the previous card.

### **3.4 Replacement card**

In case of loss of the University Sports card, a new card can be obtained from the secretariat for a fee of CHF 20.00. Should the previous card be found again, this does not entitle the holder to a refund of the CHF 20.00 already paid.

## **4 Sports offer and services**

### **4.1 Identification requirement**

Access to and participation in sports offers and the use of services is only permitted with a valid card. The card must be presented during inspections and at any time upon request. Persons who are unable to produce a valid card will be excluded from the offer. Any fees owed for the offer will not be waived or refunded in this case.

### **4.2 Prevention of service provision**

University Sports is entitled to change offers and operating times, to make operationally necessary closures (e.g., due to public holidays, space requirements of universities, municipal or cantonal schools, cleaning, revisions, conversions, etc.) and/or to temporarily or permanently cancel individual parts of the sports offer without subsequent replacement. It is also permissible to suspend the sports programme due to circumstances beyond the control of the organizer (e.g., for safety reasons, due to an official order, etc.).

In these cases, the card holders are neither entitled to a (partial) refund of paid fees nor to an extension of the period of validity of the university sports card.

### **4.3 Offer overview**

University Sports offers the following:

- trainings
- trainings with registration list
- courses
- competitions

- events
- services

#### **4.4 Trainings**

Trainings are free of additional charges and do not require registration.

#### **4.5 Trainings with registration list**

Training offers with registration lists are free of charge, however, a spot must be reserved online. The spot can be renounced electronically by the participant up to one hour before the start of the training.

Failure to attend training without signing out in time may be sanctioned by blocking the registration function for 10 days.

#### **4.6 Courses**

##### **4.6.1 Registration**

Students at the University of Bern, the PHBern and university sports card holders have priority over students at other universities when registering for courses. Therefore, registration spots are only open to the former group in the first week after their online release. After that, bookings are open to all eligible participants with a valid ID on an equal basis.

Registration for a paid offer is binding.

Regular class attendance is expected. Certain courses require mandatory attendance of the first class. Students who are absent in the first class, without informing in advance, will lose their course registration and will not be entitled to a refund of the course fee.

After receipt of the registration, University Sports will send an electronic confirmation with payment details. The course fees must be paid within 30 days of receipt of the confirmation, unless otherwise stated in the offer. If payment is not made on time, the amount will be invoiced with an extension of 15 days and a reminder fee of CHF 30.00.

##### **4.6.2 Cancellation**

Participants must cancel their registration online or via e-mail to the University Sports Secretariat ([unisport@unibe.ch](mailto:unisport@unibe.ch)). Participants are not permitted to pass on their course spots to third parties. In the event of cancellation, the following cancellation fees will be charged depending on the date of cancellation:

within 48 hours of registration	free of charge if the course starts in 6 days or later
Up to and including 31 days before the start of the course	50% of the participation fee, but at least CHF 30.00
30 before the start of the course or later	100% of the participation fee

Even in the case of cancellation with a medical certificate, the cancellation fees described above apply. It is therefore recommended to take out cancellation insurance.

##### **4.6.3 Course changes and cancellations on the part of University Sports**

University Sports reserves the right to change the venue of a course, provided that it is within a reasonable distance of the originally announced venue. This also applies to changes in planned means of transport. Any additional costs incurred as a result, for example for travel or accommodation, shall be borne by the participants.

If a course is cancelled by University Sports, the course fees will be fully refunded or waived. Further claims by participants are excluded.

## **4.7 Competitions**

University Sports organises and competes at local, national and international level. There are competitions that are free of charge for participants and others that require a participation fee.

### **4.7.1 Registration**

All competitions will be advertised on the University Sports website [www.sport.unibe.ch](http://www.sport.unibe.ch). An expression of interest to participate is sent directly to the respective head of a sports department who is responsible for that competition, or a coordinator appointed for this purpose. After the pre-selection, the heads of the sports departments or the coordinators decide which athletes will be selected for the competition.

From this moment on, registration via the university sports booking system is necessary. Depending on the size, duration, location, etc., the competitions are associated with costs and organisational effort and require a binding registration early on. Even if the selection process is still in progress (e.g., for athletes with reserve status), the full participation fee is due within 30 days of registration. In case of late payment, the amount will be invoiced with a 15-day extension and a reminder fee of CHF 30.

### **4.7.2 Refund of the participation fee**

The registration fee will be refunded in full if registered athletes are not admitted to the competition or the competition is cancelled.

### **4.7.3 Cancellation**

Cancellations must be made directly to the responsible head of the respective sports department. Participants are not permitted to pass on competition spots to third parties. In the event of cancellation, the costs incurred, up to a maximum of the full participation fee, will be charged.

Even in the case of cancellation with a medical certificate, the cancellation fees described above apply. It is therefore recommended to take out cancellation insurance.

## **4.8 Events**

Events are usually free of charge but require registration. In justified cases, the university sports department may demand a contribution to costs or a deposit.

The reimbursement of any cost contribution paid shall be governed analogously by para. 4.6.2 and para. 4.6.3.

Deposit money serves as a commitment for the registration and will be refunded after the event has taken place. In the event of cancellation at short notice on the day of the event or no-show at the event, the deposit money will be collected by the university sports department.

## **4.9 Services**

There are free and paid services. Registration is required for both.

For paid services (massage, fitness room consultations, etc.), cancellations must be sent online or in writing to [unisport@unibe.ch](mailto:unisport@unibe.ch) at least 24 hours before the start of the service. Appointments cancelled or missed after this time will be charged in full, even if the cancellation is not the fault of the client (e.g., illness with a doctor's certificate).

## **4.10 Sauna**

Persons authorized to enter the sauna are those who have both a valid university sports license and/or a valid Unicard and have purchased a sauna entry. The purchased tickets are personal and non-transferable. A refund is excluded.

Access is granted with the Bernese Unicard/PH Card or with a personal sauna card. Those not owning a Bernese Unicard/PH Card can obtain a sauna card against a deposit, either at the Unisport Secretariat or by placing an online order.

Anyone who allows unauthorized persons into the sauna will be blocked from entering the sauna, respectively, their sauna card will be withdrawn.

The sauna rules must be followed. Anyone who ignores the sauna rules will be expelled from the sauna and, if they do so again, access to the sauna will be blocked.

## **5 Further obligations of the university sports participants**

Participants are obliged to follow the instructions of instructors, trainers and other respective supervisors and to comply with the house rules. In case of gross or repeated violations, a house ban may be imposed and/or the pass may be withdrawn without entitlement to a refund.

University Sports provides cloakroom lockers for temporary use. The cloakroom lockers may not be occupied permanently and must be emptied and left open after each use.

## **6 Data protection**

Photographs, film recordings and interviews of participants taken in connection with participation in University Sports offers and services may be stored by University Sports in its archives in accordance with the relevant archiving regulations and used in multimedia form for university sport communication purposes without any claim to remuneration.

Personal data collected in connection with registration for a university sports programme is treated confidentially and deleted periodically. University Sports does not pass on any data of participants or employees to third parties.

## **7 Liability and insurance**

Participation in the University Sports programme takes place at your own risk. The university accepts no liability for accidents that occur during University Sports activities. Adequate insurance cover is the responsibility of the participants.

The university accepts no liability for damage to or loss of personal effects on the facilities or during University Sports activities. Likewise, any liability for deposited items is excluded.

In the event of damage to equipment and property due to improper handling of sports equipment and/or contrary handling to the instructions of the training instructors, the persons responsible for the damage shall be liable for the corresponding damage.

The conclusion of insurances for the cases described above is the responsibility of the participants.

It is recommended to take out cancellation insurance.

## **8 Applicable law and place of jurisdiction**

In the event of disputes, Swiss law with jurisdiction in Bern shall be exclusively applicable.

The General Terms and Conditions of University Sport Berne will come into force on 01.12.2022.

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