

## The University of Exeter

### UoESport – Terms and Conditions (“the Conditions”)

#### All use of the Facilities by Members and Users is subject to these Conditions.

#### DEFINITIONS

**Agreement:** means together the Application Form, Membership Fees (as published from time to time) and these Conditions.

**Block Bookings:** 3 or more weeks of regular bookings.

**Campuses:** Streatham Campus and St Luke’s Campus, University of Exeter.

**Conduct:** The behaviour and standards required in the Facilities as displayed within the Facilities or otherwise notified to Members and Users and as set out in these Terms and Conditions.

**Facilities:** means the Sports Centres on Streatham campus and St Luke’s campus, and shall include the Bookable Facilities. This includes facilities such as; the Cricket Centre, astro pitches, swimming pool and gyms on both campuses as well as other sports facilities of the University, including Duckes Meadow and Topsham Sports Ground designated in writing by UoESport from time to time.

**Initial Term:** means the minimum duration of this Agreement as agreed at the time of application dependent on the membership category.

**Member(s):** means a current member of the Facilities (‘you’).

**Membership Fees:** means the charges payable for your category of membership set out in your Application Form for use of the Facilities. Additional charges for Membership Fees also include separate re-join fees for any lapsed payment as applicable.

**Sports Booking Form:** means the pre-booking check form to be completed and signed by the member or user making a one-off or block bookings.

**Salary Deduction Scheme:** means the University’s salary deduction scheme available to Staff.

**Staff:** means the University’s employees who are paid via payroll.

**University:** means the University of Exeter acting through UoESport (‘we/us/our’).

**User(s):** means you, any member, any user(s) of the Facilities through the non-member’s ‘pay as you go’ route and/or authorised guests.

**Working Days:** Monday – Sunday subject to advertised opening and closing times excluding notified closed days of UoESport.

#### 1. Commencement, Initial Term and Continuous membership

1.1 This Agreement shall commence on the date of joining following acceptance of your application and shall continue in force for the Initial term subject to earlier termination set out in conditions 4 or 5. Membership paid by monthly payments shall automatically continue after the Initial Term until terminated in accordance with conditions 4 or 5.

#### 2. Membership and Entry

2.1 On UoESport’s acceptance of an application, a confirmed Member will be issued with a membership card (staff and student will use University ID card) which will remain the property of UoESport. Membership to the Facilities is personal to a Member and is non-transferable. The membership card must not be used by anybody except the card holder. Any misuse of a membership card may result in the termination of membership.

2.2 UoESport reserves the right to reject any application for membership or renewal of membership.

2.3 Members must notify UoESport of any changes to contact details.

2.4 UoESport reserves the right to refuse admission to or the use of any of the Facilities to any person, persons, groups or teams and this shall be at UoESport’s sole discretion. Members will be required to cease using Facilities or not start use of Facilities at times specified.

#### 3. Membership Fees

3.1 The Member shall pay the Membership Fees. The payment method shall be agreed at the time of the application and may include (but is not limited to): payment in full or payment in monthly instalments by direct debit and deductions from payroll or (for UoE students only) payment via an annual commitment across 3 terms.

3.2 Membership Fees may be subject to annual price changes to reflect inflation. If the Membership Fees increase by an inflationary amount from 1 August in any year you will be notified by us by email or letter. If you do not wish to accept an increase in subscription, you may cancel the membership by giving UoESport not less than one month’s written notice. The Member giving notice must continue to pay the Membership Fees at the rate current immediately prior to any proposed increase until the end of such notice period. UoESport will refund the proportion of the Membership Fee that has been paid by you for the period after the expiry of the notice.

3.3 If you upgrade your membership to a different membership category you will be liable for the increase in Membership Fees. You are not permitted to downgrade your membership during the Initial Term.

3.4 All users must be valid members or have paid the appropriate non-members fee in order to use the Facilities.

#### 4. Termination by us

4.1 Without prejudice to any other rights or remedies which you or we may have, we may terminate this Agreement immediately on giving written notice to you if:

- (i) you fail to pay any amount due under the Agreement on the due date for payment; or
- (ii) you commit a material breach of the Agreement and/or Conduct; or
- (iii) you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant your membership; or
- (iv) your membership or membership card is misused; or
- (v) you contravene the UK Bribery Act 2010 or Equality Act 2010.

4.2 On termination of this Agreement however arising, condition 9 shall survive and continue in full force and effect.

#### 5. Termination by You During

During Cooling Off Period

5.1 You have a period of 14 Working Days from the date of the Application Form in which to cancel this Agreement for membership. This right to cancel will cease once you use the Facilities, or the period of 14 Working Days has elapsed, whichever is earlier.

After Cooling Off Period

5.2 You may terminate this Agreement during the Initial Term, by giving one month’s notice, if one or more of the following ‘lifestyle events’ occurs and you supply independent appropriate supporting documentation acceptable to UoESport to establish that:

- (i) you have lost your job due to redundancy; or
- (ii) you have sustained a long term injury or illness; or
- (iii) you have moved more than 10 miles away from the Facilities.

5.3 Memberships paid by direct debit: you may cancel this Agreement after the Initial Term by cancelling direct with your bank and notifying UoESport. We are entitled to retain the monthly Membership Fees where you have not cancelled your direct debit with your bank.

5.4 Other Memberships: you must cancel by giving not less than one month’s written notice after the expiry of the Initial Term to UoESport. Acceptance of the written notice is deemed once you have received confirmation of cancellation of your membership from us in writing.

5.5 On notice of termination of this Agreement, you shall immediately pay to us all outstanding Membership Fees due up to your termination date.

#### 6. Booking Conditions for Hire of Bookable Facilities and Classes

6.1 Members and Users may make an advance booking up to 14 Days (non-members 7 Days) ahead for any Bookable Facilities and 7 days for classes (members) or 3 days (non-members). Any use of Bookable Facilities or attendance at Group Exercise Classes is payable in addition to Membership.

6.2 Block bookings are subject to full payment in advance. Booking cancellations must be received in writing at least 7 Working Days in advance of the booking date. Cancellation of bookings with less than 7 Working Days’ notice will be subject to a charge equivalent to 50% of the total fee.

Cancellation with less than 24 hours notice will not be entitled to a transfer or refund. Bookings can be transferred to an alternative day/time, but this must be done at least 24 hours before the time of the booking (subject to availability and only available to be moved once).

6.3 One-off bookings – if a cancellation is made with less than 24 hours notice, you will be offered alternative space (subject to availability and only available to be moved once), and no refunds will be made. If cancelled with more than 24 hours, a full refund can be taken or you will be offered alternative space (subject to availability and only available to be moved once). Payment of one-off bookings must be paid in full upon booking unless the relevant membership is held then charges under £10 can be paid on the day.

6.4 Members or Users making a booking shall:

- 6.4.1 comply with all requirements relating to Health and Safety, as communicated by us and shall, if so requested by us carry out a Risk Assessment for the use of the Bookable Facilities and shall comply in all respects with that Risk Assessment or our Risk Assessment as the case may be; and
- 6.4.2 ensure that anyone using the Bookable Facility and/or any equipment therein is appropriately qualified to do so.

6.4.3 Members or Users making a booking shall comply with all other requirements and/or regulations relating to the use of the Bookable Facilities as communicated by us.

6.4.4 If reasonably required by us in relation to a booking of a Bookable Facility the Member or User must have (or obtain) Public Liability insurance to the value of £10m and produce a copy of the same to us, when requested.



6.4.5 A Member or User making a booking as aforesaid shall indemnify the University in respect of the cost of making good any damage to the Bookable Facility arising from the said booking of that Facility.

6.4.6 A Member or User making a booking as aforesaid shall also indemnify us against any damages, losses, costs, claims or expenses incurred by the University towards a third party arising out of or in connection with the use of the Bookable Facility, whether arising by reason of the Member or User's negligence, failure to comply with the obligations in this Agreement or otherwise.

6.4.7 The member or user making a booking confirms that the content of the Pre-Booking Check Form is true and accurate and that he or she shall immediately notify UESport of any change to the information therein.

## 7. Facilities and Conduct

Members and Users must comply with and observe the following:

7.1 Members and Users must produce their membership card on each visit to UESport; failure to produce a membership card may result in entry being denied.

7.2 Members or Users of the Gym must complete an online induction, which can be found at [www.exeter.ac.uk/sport/membership/induction](http://www.exeter.ac.uk/sport/membership/induction)

7.3 The gyms are only available for use by persons aged 16 years old and over. Use by persons under the age of 16 years is not permitted (unless agreed in writing prior to use by the Director of Sport or their nominees and supervised by a member of fitness staff). Any persons under 16 years of age must be accompanied and supervised by a responsible adult at all times.

7.4 The Health Commitment Statement is vital and must be read and signed. Please follow the instructions in the statement when contemplating joining the gym. You are never to allow anyone to enter the gym. All valid users will be given access by the reception which must be used immediately. Members who allow others to enter may invalidate their membership.

7.5 The last entry to the gyms is 30 minutes prior to closure.

7.6 For health and safety reasons please return any equipment to its proper place after use.

7.7 Strictly no photography or video to be taken in the Facilities unless prior consent has been granted by the Director of Sport or their nominee.

7.8 On occasions, University of Exeter Sport may have to close facilities and cancel bookings with no warning due to essential / emergency maintenance. Part or full refunds may be available from the Sports Administrator.

7.9 Appropriate sporting dress and footwear must be worn at all times.

7.10 We reserve the right to close areas of the Facilities or cancel specific classes/courses at our discretion but will endeavour to keep closures to a minimum and to provide reasonable notice. We may vary membership rights and vary any services delivered to Members. In particular, closing and opening times remain subject to change.

7.11 Members are obliged to comply with UESport directions on Conduct. You will not under any circumstances abuse the Facilities, any equipment in the Facilities, University staff or any other Member or User and you will be required to pay for any damage to our property. The consumption of alcohol is prohibited other than in designated areas of the University or the Facilities where alcohol is provided.

7.12 On hearing the fire alarm, you must leave the Facilities; UESport staff will direct you to the nearest assembly point, and only on their instruction can you return to the Facilities.

7.13 All accidents/incidents must be reported to a member of UESport staff immediately. If this is not possible and you require the assistance of the emergency services you must telephone Security on 01392723999.

7.14 University of Exeter Sport reserves the right to refuse admission or use of sports facilities to any person, persons, groups or teams.

7.15 The directions and instructions of the Director of Sport or their appointed persons must be observed at all times.

7.16 All users must follow the health and safety guidelines of University of Exeter Sport and give consideration to the safety of themselves and others.

7.17 No notice, signs, emblems or decorations may be displayed anywhere on University of Exeter Sport premises without prior consent from the Director of Sport or their nominees.

7.18 No photographic devices, video cameras or any other media storage devices may be used on the premises without the prior written consent of the Director of Sport or their nominees.

7.19 University of Exeter Sport operates a NO SMOKING policy on all premises or within five metres of any building or sports pitch.

7.20 Alcohol is not permitted within any facility. Persons seen to be consuming alcohol on the premises will be asked to leave and may have their membership rights revoked with no reimbursement available for booking fees or membership fees.

## 8. Lockers

8.1 Lockers are not allocated to individuals and are subject to availability.

8.2 For security reasons Members or Users are advised to store personal belongings and valuables in UESport lockers provided. Lockers are coin operated and non-refundable. Lockers are provided on a daily basis only and UESport will remove the contents from any locker used overnight. Such contents removed by UESport can be claimed from Reception up to 6 weeks after removal from the locker, after this time UESport shall not be responsible for any contents removed from the locker.

8.3 UESport does not undertake that use of a locker will guarantee that no theft of or damage to your property will occur and property left in a locker is left at the owner's risk. UESport will not accept any liability in relation to locker thefts unless as a result of our negligence.

## 9. Liability

9.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

9.2 Nothing in these Conditions limits or excludes our liability for death or personal injury resulting from our negligence or for any damage or liability you incur as a result of fraud or fraudulent misrepresentation.

9.3 Subject to condition 9.2, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Agreement, shall be limited to the Membership Fees that you have paid to us in the preceding 12 month period. We shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

9.4 Members and Users must either secure personal belongings on their person or secure them in a locker provided by UESport. The University, its employees, agents and subcontractors will not be liable for any loss, damage or theft of any personal property brought onto the Facilities whether or not secured in a locker.

## 10. Data Protection

10.1 You consent to the transfer of any personal and sensitive personal information between the University and the University agents, affiliates or contractors for legal, personnel, administrative, management and other purposes relating to membership and this agreement.

## 11. General Legal

11.1 We may sell, transfer or assign the benefit of the Agreement at any time. You may not, without our prior written consent sell or transfer the benefit of the Agreement.

11.2 This Agreement supersedes all prior agreements, arrangements and undertakings between the Member/User and the University and constitutes the entire agreement between us relating to the subject matter of this Agreement. The Member/User confirms that he/she has not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

11.3 We shall have no liability to you under this Agreement if we are prevented from, or delayed in performing, our obligations under the Agreement or from carrying out our business by acts, events, omissions or accidents beyond our reasonable control including but not limited to war, acts of God, riot, strike, insurrection, power outage, adverse weather conditions, third party occupation of the University's premises, breakdown of equipment, failure of supply of electricity or gas, government restriction, necessary and unavoidable repairs or health or safety concerns.

11.4 We may, from time to time and without notice, change the access and/or services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature or scope of the services and/or access.

11.5 We reserve the right without prior notice at any time to alter or amend the whole or any of these Conditions.

11.6 Each of the provisions of this Agreement is severable from the others and any provision which is illegal invalid or unenforceable shall be severed from the others without affecting or impairing the remainder of this Agreement.

11.7 Any communication or enquiries about membership must be delivered in writing to the UESport address set out on your Application Form or as above.

Legal notices should be addressed to the Registrar, The University of Exeter, Northcote House, The Queen's Drive, Exeter, Devon EX4 4QJ.

11.8 Any disputes or concerns shall be addressed in accordance with the normal complaints / comments procedure of UESport <http://sport.exeter.ac.uk/about/contactfindus/>

11.9 This Agreement shall be governed by, and construed in accordance with, the laws of England, and any dispute arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the English courts.

