

# University of the West of England

## Centre for Sport – Terms and Conditions

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### GENERAL TERMS AND CONDITIONS

1. You acknowledge that to provide the highest standards of facilities, we may need to close certain or all facilities temporarily for decorating, cleaning, essential repairs or maintenance of equipment, that this may disrupt the provision of services to you and agree that such disruption shall not amount to a breach of this agreement by us.
2. If closure is required for specific functions, bank holidays or for programmed repairs / alteration / maintenance, where possible notices will be displayed in advance. No refund of the membership fees even in part will be given.
3. All members must report to reception on arrival or use the turnstile. You will be asked to show your card when attending the CFS on each visit.
4. If you lose/damage your card you will need to pay the CFS £5 for the issue of a replacement card. Any amended or defaced cards will be deemed damaged.
5. If your card is lost or stolen you must immediately notify the CFS in writing. Until notification is received you will be liable for any bookings made.
6. Certain activities require prior booking to guarantee availability. Those not pre-booked must collect a booking receipt from the CFS Reception and hand to the appropriate instructor/coach.
7. You must familiarise yourself with the Gym Rules that are displayed in the gym. We may cancel or suspend your membership without notice if you break these rules.
8. Personal Trainers operate in our facility on a self-employed basis. Any service they provide to you constitutes a contract between the Personal Trainer and you rather than UWE Cfs. We accept no responsibility for breach of contract or negligence caused by a Personal Trainer.
9. UWE Cfs does not allow any personal training to be done by anybody that is not part of the UWE Cfs self-employed personal training team. Any members suspected of personal training will have their membership cancelled.
10. You must use all equipment and facilities in an appropriate manner and give due regard to your own health and safety and to that of others.
11. No outdoor shoes are permitted in any activity area. Users are asked to change into non-marking soles for use in the building.

12. Persons wearing muddy kit, outdoor clothes, inappropriate footwear or any other inappropriate kit, will be asked to leave the premises. No refunds will be given.
13. Please leave all bags and outdoor clothing in the lockers provided. The CFS does not accept any responsibility or liability for any damage to or loss of any property or articles left or placed in or on the facilities or any part of the facilities to include the car park by a user.
14. For the convenience of other users, members are asked to occupy lockers when using the facilities only. The UWE CFS reserve the right to break into occupied lockers, empty the contents and put them in a secure place of storage for 2 weeks after which they will be disposed of without any further liability to you or anyone else.
15. We reserve the right to refuse access to the facilities if you act in a way that may cause offence or distress to others; or in our opinion presents a risk to others health including your own; or if you fail to use any equipment safely and properly; or as instructed by our staff. No refunds will be given.
16. The CFS reserves the right to amend or introduce any rules necessary to ensure the safe and efficient operation and financial viability of the CFS .
17. Car parking at the CFS is only permitted for staff and community members. No student parking is permitted.
18. General Conditions of Use and Membership Terms and Conditions are applicable across both sites – CFS and Wallscourt Farm Gym.
19. The CFS reserves the right to refuse any booking without explanation and to cancel any booking made through or at its facilities, including but not limited to the sports hall, squash courts, climbing wall or all weather pitch if the space is required. In the event of such cancellation by CFS, its representative will give a minimum of 24 hours' notice to you, if practicable and any fees or deposits already paid will be refunded or alternative dates may be offered.

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## **MEMBERSHIP**

### **Eligibility**

- UWE students (UWE ID card required).
- Full-time and part-time students producing an NUS card.
- All current and retired UWE staff (staff ID required).
- UWE Alumni (alumni letter/card required).
- Family - Applications must be made by the UWE employee on behalf of their partner and any of their children aged 16 plus (require documentary evidence of residence at the same address).
- Members of the community over the age of 16 (proof of age may be required).
- Age 60+ (proof of age will be required).

### **Terms of Membership**

1. The CFS reserves the right to withdraw or cancel any membership if in the opinion of any CFS staff member either you, or your guests, break the terms and conditions of membership or breach any of the CFS rules and regulations.
2. Memberships are non-transferable. Misuse of cards will result in a one-week suspension. If the card is misused again then the membership will be cancelled with no refund.
3. If we cancel your membership you still have to pay your membership fees for the minimum term. Student memberships are 12 month durations, although with promotions this may vary.
4. Community and staff members can cancel your membership by giving us one months' written notice.
5. You can upgrade your membership at any time (by paying the difference in price), or downgrade within the first month of joining.
6. Payment for memberships can be made by cash, cheque or credit card in person or through the online store. Staff can pay monthly via a rolling staff payment plan from their salary or in full upfront. Community members and alumni may pay monthly via recurring card payment.
7. We may let you put your staff or community membership on hold in exceptional circumstances, to do this you are required to give us one months' written notice.
8. Student refunds are only considered if you leave the University or if you have a serious illness that prevents you from using the facilities (a doctor's certificate will be required, stating clearly why you are prohibited from using the facilities).
9. Some academic courses include a mandatory year away from Bristol. In such cases you are advised to purchase the most flexible pass as no refunds or extensions are given for periods spent away. Your membership also can't be put on hold for short placements.
10. We review our membership fees annually. Any changes to our fees will generally apply from 1 August each year.
11. Off-peak gym time is specified as being any time before 15:00.
12. Acceptance of CFS membership means agreement to the General Conditions of Use.

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## **Data Protection**

1. In the course of your membership, UWE Cfs may collect certain personal information about you including personal details, financial details and information about your health. We will use this information for purposes including managing your membership and communicating with you. You will always be given the opportunity to opt out of such communications via the

website. You have the duty to keep your personal information up to date and to inform us of any significant changes.

2. We will limit access to the processing of and use of your personal information to our employees and management who may, from time to time, require its use for marketing or other services. In addition, from time to time, we may need to make your personal information available to third parties such as legal authorities and professional advisors.
3. Please contact the Operations Manager if you have any questions or concerns about how UWE will use and store your personal information or if you wish to exercise your right to access, modify, object to the use of or request the deletion of your personal information.
4. We reserve the right to take photographs of our facilities (which may include you, provided your inclusion is incidental) for press and promotional purposes.
5. As a member of UWE CfS, you acknowledge that you have read and understand the provisions of this Data Protection section and that you agree that UWE CfS may collect, use, process and disclose your personal information as described.
6. Any information given when signing up is subject to data protection:
7. The personal information collected when signing up will be processed by the University in accordance with the terms and conditions of the 1998 Data Protection Act. We will hold your data securely and not make it available to any third party unless permitted or required to do so by law. The requested information will be used as follows:
  - a. To process Centre for Sport memberships, notify members of changes and to promote services and offers.
  - b. Disclosed to Centre for Sport staff
  - c. Kept for a max 3 years
  - d. Securely stored online
8. By signing up I agree to the University processing my personal data as described above.

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## **BOOKINGS**

### **Active Card Members**

#### **Class and Court Bookings**

1. Classes and Courts in the CFS can be booked by members up to seven days in advance. Members who have an Active Card, which includes classes, can book by telephone, online, on the mobile app or in person.
2. Please make every effort to advise the reception staff at the CFS if you are unable to attend a booked session. If you book single court usage or a class you will be required to pay £3.50 if less than 12 hours' notice of cancellation is given or if you do not show for the booking/class.

3. If there is a £3.50 charge against you for a class but the place you booked was then filled by someone else there will be no £3.50 charge against your account.
4. If you don't show or cancel with less than 12 hours' notice three times, you will lose your advance booking rights for a period of one month.
5. A member can only book themselves plus one other onto the same exercise class.
6. All activities not attended within five minutes after start time may be re-let.
7. Back-to-back bookings are permitted up to a maximum of two for all facilities, but it is not permissible to book two courts at the same time.
8. All users need to check in together at main reception for their booking. Members can book to play with anyone but all non-Active Card members will be charged the £3.50 visitor entry fee per court. A few visitors and the charge is only up to the value of the court.
9. The CFS reserves the right to take advance bookings for facilities to cover competitions, courses or special events.
10. Use of University facilities is subject to the Standard Conditions of Hire – a copy of which is available for inspection at reception or on-line.
20. General bookings
21. To enable you to book facilities and classes through our online systems you will receive a PIN on enrolment. If you have forgotten your PIN, you will need to contact reception to get this reset.
22. Your PIN is unique to you, you must not share nor permit its use by anybody else.
23. If playing with an Active Card member a £3.50 guest fee per court per 40 (squash) or 55 (badminton/table tennis) minutes charge is applicable. If playing with more than one member the standard hire price will be applied to the full booking.
24. If not playing with an Active Card member the standard hire price will be applied.
25. A full charge will be made for any no-shows or less than 12 hour cancellations for all whole or half hall/astro bookings.
26. Back-to-back bookings are permitted up to a maximum of two for all facilities.
27. Proof of climbing wall membership from either CFS or another centre is required before using the climbing wall.
28. Social Sport can be booked as detailed below.
29. The Centre for Sport requires 24 hours' notice to cancel all physiotherapy or sport massage treatments. If the required notice is not given then the session will still need to be paid for in full. This applies to all appointments including occupational health, scholarship and bursary athletes.

### **Squash Bookings**

1. Squash bookings may be made up to seven days ahead in person, online or on the telephone.
2. All courts not taken five minutes after start of time booked may be re-let.

3. Please make every effort to advise the reception staff at the CFS if you are unable to attend a booked court. If you book a squash court you will be required to pay £3.50 if less than 12 hours' notice of cancellation is given or if you do not show for the court.
4. The CFS standard General Conditions of Use also apply to squash court users.
5. If an Active Card member plays squash with a non-member then the non-Active Card member will pay £3.50 guest fee per court per 40 minutes.
6. Active Card members are allowed back-to-back squash court bookings up to a maximum of two but are not allowed to book two courts at the same time.

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## **SOCIAL SPORT**

1. All Active Card members have access to the social sport programme.
2. You must be a Social Sport or Active Card member and have paid the appropriate fees to participate in Social Sport.
3. If a Social Sport Member wishes to top up to Active Card Membership, they have one month from the date of their Social Sport Membership purchase to pay the difference in cost.
4. All social sport memberships expire on the 31st July 2018, including memberships purchased throughout the academic year.

### **Drop In and Coached Courses**

1. Once a member, these sessions can be booked online or at reception. Members must book onto each session (whether this be in advance or on the day).
2. Members must sign in at reception prior to each session, everyone that books on the day will be given a receipt. Otherwise names will be on the 'pre-booked' register.
3. At each session names will be ticked off the pre-booked register or receipts need to be given to the instructor/coach (if present). If your name is not on the pre-booked register or you are not able to show a receipt you will not be able to take part as you will not have proof of booking. If it is an un-coached session CFS staff may ask to see your proof of membership/booking.
4. UWE staff may require seeing proof of Social Sport or Active Card membership. If a player cannot produce proof they may not play.
5. No refunds will be given, unless at the discretion of the manager.
6. Two weeks' notice needs to be given if you are unable to attend a Coached course.
7. If you sign up to a coached course and do not attend the majority of the sessions you may forfeit your right to book on to future courses.
8. For Coached Courses, if minimum numbers are not reached sessions may be amalgamated or cancelled.
9. If you are unable to make a session during a coached course please let the Sport Development Officer or Coach know.

10. You are able to sign up for Drop in Sessions up to 7 days in advance.
11. You are able to sign up to coached courses up until 7 days in advance.
12. Offensive and/or abusive language towards the officials, other players, coaches and staff will not be tolerated and will result in a suspension from Social Sport and possible disciplinary proceedings.
13. Violent and aggressive behaviour by players towards opposition, officials, coaches or staff will result in a suspension for the individual, disciplinary proceedings and possible expulsion from UWE social sport.
14. For certain sports equipment is available to hire or will be provided
15. All coaches are fully qualified and insured.
16. Please wear appropriate kit and turn up on time.

### **Social Sport League**

1. Once a member you must apply to join a league by completing the relevant online form. The CFS will log your details and contact you with further details via email prior to commencement of the league.
2. No refunds are given, unless at the discretion of the manager.

### **Registration of Player**

1. Please ensure all players have read the following information, captains must circulate this information to the rest of the players in their team.
2. Men and Women are eligible to play in the social sport leagues (unless stated).
3. Any fully paid up Social Sport or Active Card member that has registered for the league are eligible to play (if an individual is not signed up, they cannot play as they will not be covered by insurance).
4. All players must be registered. As a result all UWE social sport participants are insured through the Centre for Sport Endsleigh insurance policy.
5. UWE staff may require seeing proof of Social Sport or Active Card membership. If a player cannot produce proof they may not play.
6. Any team found with unregistered or suspended players on the field will have the match points awarded to the opposition and 1 point deducted for each unregistered/suspended player from the team's current league total. Teams may be liable for league suspension.
7. Persistent breaches of rules may result in expulsion of the team from the league and liable to UWE Sport disciplinary procedures. The 11 a side league is affiliated to the GFA which can involve fines if red or yellow cards are awarded.
8. Any disputes will be adjudicated by the social sport Co-ordinators and Sports Development Officer.

### **Conduct and Behaviour of Players**

1. Offensive and/or abusive language towards the officials or other players will not be tolerated and will result in a suspension and possible disciplinary proceedings.



2. Violent and aggressive behaviour by players towards opposition or the officials will result in a suspension for the individual, disciplinary proceedings and possible expulsion from UWE social sport.
3. If a player is sent off during a game, they must remove themselves from the pitch area.
4. Any player suspected of being under the influence of alcohol or drugs will not be allowed to participate in the match.
5. All appeals must be made in writing to the UWE Centre for Sport within 24 hours of the incident.
6. The Social Sport Co-ordinator and/or Sport Development Officer will decide on any matters of discipline.

### **Match Day and League Conditions**

1. The match official will not commence any game until s/he has received both team sheets.
2. If a league team fails to appear for a scheduled fixture (after 5 minutes has passed) the opposition will be awarded the win, with a score of 3 - 0.
3. When a team arrives late for their fixture, game-time may be reduced in order to keep following fixtures within agreed time slots.
4. Teams failing to attend 2 consecutive fixtures or 3 'ad hoc' fixtures without prior arrangement with the Sports Development Officer may be replaced.
5. If a league team pulls out or is removed during the season the social sport Co-ordinator & Sports Development Officer will attempt to replace them. The new team will take over the points total and league position of the team they are replacing.
6. The team captain is responsible for all aspects of their team in the league.
7. For outdoor sports every effort will be made to replay games that were cancelled due to bad weather however it cannot be guaranteed that every fixture will be replayed

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### **HEALTH & SAFETY**

1. It is compulsory for all users of the fitness facility to have a gym induction before using the facility. Inductions can be taken via our online video, or booked in with professional staff through reception when joining and are given to ensure you use the equipment safely.
2. All members accept responsibility for their own state of health and physical condition. You must complete the PAR Questionnaire before you start using your membership and by completing the PAR Questionnaire warrant to us that you have no known condition or are undergoing any treatment that would prevent you from being capable of physical exercise in all material respects.
3. On entry into this Membership Agreement and every time you enter during your membership, you warrant and represent to UWE that you have no medical



conditions known to you that would mean that you are not capable of all forms of exercise and that such exercise will not be detrimental to your health. If in doubt, it is your sole responsibility to consult a medical practitioner or to contact staff at the CFS for further advice before use or cancel your membership.

4. In the interest of hygiene, users of the fitness suite are asked to bring a small towel to wipe perspiration from seats, handles etc after use. Small sports towels can be purchased from reception.
5. Children under 16 are not permitted in the gym unless it is for an organised, taught activity and led by a qualified instructor/coach.
6. Use of the facilities and all leisure equipment and amenities thereof is permitted entirely at the user's own risk and users must satisfy themselves that they have taken all reasonable precautions.
7. The CFS will not be liable for any losses suffered or personal injury occasioned to any user, except where such losses or injury are directly attributable to the negligence of the CFS or its servants or agents and in any event the CFS will not be liable for any consequential loss howsoever cause.
8. Any information provided by a member to the CFS will be processed in accordance with the general principles of the Data Protection Act 1998.
9. Fire exits are clearly marked throughout the CFS and must not be interfered with. If the fire alarm does go off you should leave the premises through the nearest safe exit and make your way to the assembly point outside in front of Centre.
10. No smoking is permitted within the CFS.
11. No pets will be allowed in the CFS or its grounds with the exception of guide dogs.

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We reserve the right to amend terms and conditions of use as we consider appropriate at any time.

#### **The Centre for Sport on Frenchay Campus is open:**

- Monday - Friday: 07:30 - 22:30
- Saturday and Sunday: 09:00 - 20:30

Please note, the latest entry time to the Centre for Sport is 30 minutes prior to closure.

#### **Wallscourt Farm Gym is open:**

- Monday - Friday: 7:30 - 20:00 (term time only)