

University of Cumbria Sports Complex

Conditions of Use for Members

(A full set of Conditions of Use are on display at the Sports Complex Reception)

The conditions set out below are the conditions on which University of Cumbria permits use of the Sports Complex and of the Fitness Room. The conditions may be varied only by written agreement with the University .

1. Interpretation

1.1 In these Conditions the following terms shall (unless the context requires otherwise) have the following meanings:

"Casual User"	means a Client who is not a Full or Off-Peak Member;
"Client"	means the person and/or organisation and/or company (whether a Member or a casual user) who makes a booking to use or otherwise agrees to use the Sports Complex or any of its facilities and who (in the case of Block Booking) is named as the Client on the form of application for that Block Booking;
"the University"	means University of Cumbria of Bowerham Road, Lancaster LA1 3JD;
"Conditions"	means these Conditions of Use;
"Fitness Room"	means the fitness room in the Sports Complex;
"Full Member"	means a person who has taken out an annual subscription to use the Fitness Room and the other facilities in the Sports Complex without limitation on the hours in which that person may use such facilities (subject to the opening hours of the Sports Complex and Fitness Room, as specified from time to time by the University and to other applicable conditions.
"Member"	means a Full Member or an Off-Peak Member as the context requires;
"Off-Peak Member"	means a member whose use of the Fitness Room is restricted to "Off Peak" periods, as specified from time to time by the University (and otherwise as provided by these conditions).
"Sports Complex"	means St Martin's Sports Complex at University of Cumbria, Bowerham Road, Lancaster, LA1 3JD

1.2 In these Conditions:
1.2.1 words importing any particular gender include all other genders, and words importing the singular include the plural (and vice versa);
1.2.2 the headings are included for convenience only (and do not form part of these Conditions)

2. Use of the Sports Complex and its facilities

2.1 The Client may not (and shall not allow any person using facilities at the Sports Complex under the Client's Booking to) use the Fitness Room unless he is a Full or Off-Peak Member and has previously attended medical screening (the result of which was not that he be advised not to use, or prevent from using, the Fitness Room and an induction.

2.2 The University may at any time for reasons of health and/or safety close the Sports Complex or any part of it, and/or require any activity being carried out to be stopped.

3. Conduct and Supervision

The Client shall (and shall be responsible for ensuring that all others using facilities at the Sports Complex under the Client's Booking shall):

- 3.1 assist in the prevention of theft and accidents by storing all personal belongings in the lockers provided. (The University does not accept liability or responsibility for any loss of damage to any articles or goods brought into or left at the Sports Complex by the Client unless caused by the negligence of the University. Lost property not claimed within one month of its loss shall be disposed of by the University without liability to the Client);
- 3.2 wear at all times clothing and footwear appropriate for the activity which they are undertaking and the part of the Sports Complex which they are using;
- 3.3 not bring alcohol into the Sports Complex (except with the prior consent of the University) and bring only water, in plastic bottles, into any area of activity in the Sports Complex;
- 3.4 not smoke in any part of the Sports Complex;
- 3.5 comply with the University 's policies applying from time to time on equal opportunities (and in particular shall not commit harassment of any nature) and freedom of speech. (Copies of those policies are available on request);
- 3.6 not engage in any form of gambling, wagering or lottery in any part of the Sports Complex;
- 3.7 not film or video record at, or broadcast from, the Sports Complex without the prior consent of the University ;
- 3.8 not display or distribute any promotional or other material in the Sports Complex or any other part of the University .

4. Liability and Indemnity

4.1 So far as is possible in law the University excludes any warranty that the Sports Complex is fit for any particular purpose (whether or not brought to its attention).

4.2 Unless caused by the negligence of the University , its employees or agents, the University shall not be liable for the death of, or any injury caused to, the Client or any other person or for any loss damage costs or expenses suffered by the Client in or in connection with the Client's use of the Sports Complex or any of its facilities.

5. General

5.1 These Conditions may be amended by the University at any time without notice (but any such alteration shall not apply to any booking in existence at the date of any such alteration)

5.2 The opening hours of the Sports Complex and designated "peak" and "off peak" hours may be changed by the University at any time.

6. Membership of the Sports Complex

6.1 The provisions in this section shall (in addition to the other Conditions) apply to Members (who, for the avoidance of doubt, are Clients for the purposes of these Conditions).

- 6.2 A Member shall not allow anyone other than him or herself to use his/her membership card.
- 6.3 A Member shall be over 16 years of age.
- 6.4 Membership is not transferable.
- 6.5 Joint membership is available only to a Member's husband, wife, partner or relation resident at the same address as that member.
- 6.6 Members who pay membership fees by monthly direct debit agree to a minimum period of membership of twelve months, and if any such direct debit is not paid for any reason then the balance of fees due for the twelve month period shall be immediately paid in full. After expiry of the period of twelve months, monthly fees shall continue to be paid by direct debit until the Member terminates his membership by written notice to the University (at the Sports Complex). Upon such termination it shall be the Member's responsibility to cancel the direct debit.
- 6.7 Upon early termination of membership for any reason any unpaid membership fees (to the end of the originally agreed membership period) shall (if not already paid) be paid in full. No refund of membership fees shall be made unless the Member produces medical evidence satisfactory to the University that the Member has a medical condition which prevents exercise.
- 6.8 Membership does not confer any right to use the Fitness Room if it is full to its maximum capacity, as designated from time to time by the University.
- 6.9 Off Peak Members may not use the Fitness Room during "Peak" periods, as designated from time to time by the University.
- 6.10 Members must not use any piece of equipment in the Fitness Room for any single period of longer than ten minutes
- 6.11 Members shall comply with all and other terms of membership which may be issued from time to time by the University.
- 6.12 Membership may be terminated by the University in the event of any material or repeated breach of any of these Conditions by a Member.