

1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply the membership services to you. Further information about membership services including booking, cancelling and renewing membership services are set out in Schedule 1.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your application for one of our membership services. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3 **Changes to these terms.** These terms and the attached schedules are subject to change. When changes are made we will make a new copy of these terms and the attached schedules available on our website at: www.southampton.ac.uk/sportandwellbeing.

2. Information about us and how to contact us

- 2.1 **Who we are.** We are Sport and Wellbeing, a division of the University of Southampton (**UoS**) which is a company registered by Royal Charter in England and Wales. Our registered office is at Highfield, University Road, SO17 1BJ.
- 2.2 **How to contact us.** You can contact us by telephoning our team at 023 8059 2119 or by writing to us at:
Email: Sportandwellbeing@southampton.ac.uk
Address: Jubilee Sport Centre (Building 18), University of Southampton,
Highfield Campus University Road, Southampton SO17 1BJ.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us on your application form. We will also make information such as any emergency closure information, available from time to time on our website at: www.southampton.ac.uk/sportandwellbeing and also through our social media platforms including Facebook – @SportWellUos & Twitter - @ SportWellUos
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 **How we will accept your application.** Our acceptance of your application will take place when we confirm to you that we are able to provide you with the membership services and we issue a receipt for payment to you, at which point a contract will come into existence between you and us.
- 3.2 **If we cannot accept your application.** If we are unable to accept your application, we will inform you of this in writing and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because particular medical or other information submitted by you as part of your application does not meet our

minimum requirements or because we have identified an error in the price or description of the membership services.

4. Your rights to make changes

- 4.1 If you wish to make a change to your membership services please contact us in writing. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the membership services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. Our rights to make changes and to suspend membership services.

- 5.1 **Changes to the services.** We may change the services and/or suspend the services when necessary:

- (a) To deal with technical problems or to make technical adjustments or improvements to relevant equipment;
- (b) For deep or emergency cleaning;
- (c) To address a security threat;
- (d) To update the membership services to reflect changes in relevant laws and regulatory requirements;
- (e) To make changes to the membership services as requested by you or notified by us to you (see clause 4 and this clause 5);
- (f) For any other event that affects the provision of membership services which is outside our control including extreme weather conditions where a decision is taken by the University of Southampton to close all services (see clause 8.2(b)).

- 5.2 **Reasonable steps to minimise effects.** Sport & Wellbeing will, where possible, take reasonable steps to minimise any effects of the changes and/or any suspension on your membership services.

- 5.3 **Notice of suspension of membership services.** Unless the problem is urgent or an emergency, we will notify you in advance to tell you we will be suspending membership services. Notification will be posted on our website at:

www.southampton.ac.uk/sportandwellbeing

and also through our social media platforms including Facebook – @SportWellUos & Twitter - @SportWellUos

- 5.4 **Effect on membership services.** Where, for any of the reasons set out in clause 5.1 it has become necessary to suspend membership services we will endeavour to extend the term of your membership by the same number of days as the suspension. Where there is an event as set out in Clause 5.1(f) which results in a risk of substantial interruption to membership services for a period in excess of 28 days we will refund you in full for any membership services which have not been provided or have not been properly provided (see clause 8.2(b)). Any refund must be collected within 28 days of notification that the refund is available for collection.

- 5.5 **We may also suspend the membership services if you do not pay.** If you do not pay us for the membership services when you are supposed to (see clause 11.2) and you still do not make payment within 4 days of us reminding you that payment is due, we may suspend supply of the membership services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the membership services.

6. Providing the membership services

6.1 When we will provide the membership services. We will supply the membership services to you from the date on which we accept your application for the time period set out in the application. Your membership will run until either you end the contract for the services as described in clause 8 or we end the contract by written notice to you as described in clause **Error! Reference source not found.**

6.2 Membership cards. On our acceptance of your application, your UoS ID card will act as your membership card. If you are not eligible for a UoS ID card you will be issued with a membership card which will remain the property of UoS. Membership to any UoS facilities available to your category of Membership Option is personal to you and is non-transferable. Your UoS ID card or membership card must not be used by anyone other than the card holder. Misuse of a membership card may result in the termination of membership services and this contract.

7. Use of UoS facilities.

7.1 When using the facilities you agree to abide by:

- (a) The Rules and Regulations as set out in Schedule 2.
- (b) The Health Commitment Statement as set out Schedule 3.

8. Your rights to end the contract

8.1 You can always end the contract before any membership services have been supplied and paid for. You may contact us in writing at any time to end the contract for the membership services, but depending on the category of membership services applied for we may charge you a fee for doing so.

8.2 What happens if you have good reason for ending the contract. If you are ending the contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any membership services which have not been provided or have not been properly provided. The relevant reasons are:

- (a) we have told you about an error in the price or description of the membership services you have ordered and you do not wish to proceed;
- (b) there is a risk the membership services may be significantly delayed for a period in excess of 28 days because of events outside our control;
- (c) you have a legal right to end the contract because of something we have done wrong.
- (d) any of the circumstances as set out in the Rules and Regulations in Schedule 2.

8.3 Any refund must be collected within 28 days of notification that the refund is available for collection.

9. Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 4 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the membership services, for example, evidence of existing or arising medical conditions;

(c) you fail to abide by the Rules and Regulations set out in Schedule 2.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause **Error! Reference source not found.** we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you a fee as compensation for the net costs we will incur as a result of your breaking the contract.

9.3 **We may stop providing the membership services.** We may write to you or publish information on our website to let you know that we are going to stop providing the services. We will let you know as soon as reasonably possible in advance of our stopping the services.

10. If there is a problem with the membership services

10.1 **How to tell us about problems.** If you have any questions or complaints about the membership services, please contact us. You can contact us by telephoning our team on the number given above or by writing to us at the address given above. Alternatively, please speak to one of our staff at the Centre. You may be asked to contact us by email so that we may fully investigate the matter for you.

10.2 **Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the membership services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

11. Price and payment

11.1 **Where to find the price for the membership services.** The price of the services will be the price in force at the date of your application as published on our website and in our application unless we have agreed another price in writing. We take all reasonable care to ensure that the prices of membership services advised to you are correct. However please see clause 8.2 for what happens if we discover an error in the price of the services you order. We will give you 4 weeks notice, in writing, of any increase in our prices.

11.2 **When you must pay and how you must pay.** You are required to pay the membership fees to UoS in accordance with the chosen Membership Option. The payment method shall be agreed at the time of your application.

11.3 **Recurring Card payments.** In the event that you cancel a Recurring Card payment where we were in fact entitled to the payment, you may be charged a £5 fee (per cancelled payment) to cover our costs in attempting to recover the payment. This fee may be applied in addition to any payments due in relation to further membership services.

12. Our responsibility for loss or damage suffered by you

- 12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the application process.
- 12.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees or agents; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the membership services.

13. Other important terms

- 13.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within [14 days] of us telling you about it and we will refund you any payments you have made in advance for membership services not provided.
- 13.2 **You may not transfer your rights under this agreement to someone else.** The membership rights under this contract are personal to you and you may not transfer your rights or your obligations to another person.
- 13.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 13.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 13.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

Schedule 1 Membership Services

Peak Performer	Advanced booking - 7 days in advance	No time or facility restriction on access.
Frequent Fitness	Advanced Booking - 7 days in advance	Access 16:00-20:00 not included in membership.
Workout Central	Advanced Booking - 7 days in advance	Membership gives access to Mayflower Gym only with no time

		restriction.
Sports Pass	Advanced Booking - 2 days in advance	Access to AU and IM bookings together with the ability to book courts and pitches.

Further information can be found on the website: www.southampton.ac.uk/sportandwellbeing

Where classes/courts/pitches are included in your membership these must be cancelled at least 2 hours in advance. A failure to do so incurs a charge of the PAYG rate for that activity and suspension of membership until the charge has been paid. Persistent offenders may receive a longer suspension or permanent ban at the discretion of the Sport and Wellbeing Management Team.

Where classes/courts/pitches are not included in your membership these must be paid for at the time of booking. Course discounts are available for Peak Performer/Frequent Fitness members.

You must hold membership for 6 months to be eligible for the discount (the course can fall any time in that 6 month period) – if you cancel before the 6 months is complete, the amount discounted from the course will be due immediately.

Subject always to clause 5, membership services will be offered 365 days a year with the exception of Easter Sunday, Christmas day and Boxing day. We reserve the right to reduce the number of classes offered across our service during vacation periods due to staff holidays.

Membership Cancellations:

If you are paying monthly then membership can be cancelled (in writing) at any point after 1 month of membership, but no refund will be issued for the month that the cancellation is made in.

Members on a monthly rolling contract must contact us in writing to confirm cancellation at least [7] days before the end of any calendar month to avoid payment being taken for the following calendar month. If notice is given at any point during the final [7] days of any given calendar month, a final Recurring Card payment will be taken on the 1st of the following month.

If you are buying a year's membership in advance then it is not possible to cancel membership and request a refund of fees paid, in part or full, during the membership period unless you are unable to take part in sporting activities on medical grounds or is a member of University staff leaving their post, or a student leaving the University before completion of studies. See Schedule 2: Rules and Regulations and clause 8.2 (d) of the terms for more information.

University Staff and Students: In some cases there may be grounds to suspend membership where University business or course entitlement requires you to leave the city of Southampton. If this is the case the start date of the placement should be provided in the form of a letter from the relevant school/professional service. Sport and Wellbeing will honour the suspension from the start date through to the return of the member.

Membership Renewals

The price of the membership renewal is the price for when the membership starts and not for when the membership is paid for.

Schedule 2 Sport and Wellbeing Rules and Regulations

Sport and Wellbeing Etiquette 1 August 2018

These rules and regulations are in place to ensure the health and safety of our staff and customers.

Rules for Use

- First Aid Assistance can be summoned by contacting a member of staff. If you are unable to find a member of staff please contact the reception desk.

- All personal belongings must be put into the lockers provided. There will be a charge of £35 for lost locker keys. Lockers are emptied every night, with a charge of £5 per night (maximum £25) to collect belongings.
- Anyone thought to be under the influence of drugs or alcohol will be asked to leave.
- Violence or abusive behaviour towards staff or centre users will not be tolerated and may result in termination of membership.
- The use of filming or photographic equipment is not permitted without prior written consent from Sport and Wellbeing.
- Centre users are asked to ensure that they vacate the building no more than 15 minutes after the scheduled closing time.
- All reasonable instructions by Sport and Wellbeing staff should be followed at all times. Sport and Wellbeing reserve the right to require any member or other user to leave the sports areas, to refuse access, and suspend or terminate membership, if the member or other user behaves in an aggressive, disrespectful or harassing manner towards staff or other users.
- Customers who fail to abide by these Rules and Regulations will be subject to suspension of membership, may receive a fine and at the discretion of the Sport and Wellbeing Management Team, may be permanently banned from using the sports facilities.
- Customers must hold a valid membership or pay the relevant guest fees. All charges apply to each player, not to the booking/activity.
- Sport and Wellbeing Membership Cards must be carried at all times to gain access to the facilities and must be presented for inspection on request by a member of Sport and Wellbeing staff. Random card checks will be carried out and anyone without a valid membership or booking receipt will be asked to leave. Memberships are not transferable and it is an offence to use another person's University ID/Membership Card. Misuse of a University ID Card will be reported to the University's Security Services.
- Under Sport and Wellbeing policy it is not possible to cancel membership and or request a refund of fees paid, in part or full, during the membership period unless the applicant is unable to take part in sporting activities on medical grounds or is a member of University staff leaving their post, or a student leaving the University before completion of studies. Written confirmation from the appropriate officer will be required (i.e. medical certificate or Faculty letter) and a £10 administration fee will be applied to all refunds granted See clause 8.2(d) of the terms.
- Members are only permitted to book one court per day for the same sport. Multiple bookings will be removed and may result in suspension of membership.
- Failure to attend pre-booked slots without notifying the Jubilee Sports Centre (JSC) Reception will result in a fine of the PAYG price for the activity and suspension of membership until the fine has been paid. Persistent offenders may receive a longer suspension or permanent ban at the discretion of the Sport and Wellbeing Management Team.
- Facility users are asked to ensure that they vacate the building no more than 15 minutes after the scheduled closing time. The facilities close at 22:00 hours unless otherwise stated on our website at:
www.southampton.ac.uk/sportandwellbeing
Entry to the facilities is not permitted after the closing time.
- Suitable sports clothing must be worn at all times. Jeans & flip-flops are not considered to be suitable attire for taking part in sports activities and customers wearing jeans & flip-flops may be asked to leave the sports facilities.
- When driving on our facilities please observe the speed limits.
- Smoking is not permitted in any of our facilities or near the buildings. Please use the designated bins provided.
- Children under the age of 16 must be accompanied by a responsible adult at all times.

Pool rules

- Children under the age of 8 must be accompanied by a responsible adult at all times when using the swimming pool.
- Ratios: Ages less than 8 (1 adult to 2 children), Ages 0-4 (1 adult to 1 child)
- Swim wear must be worn when using the pool. Outdoor clothing and undergarments are not permitted.
- Glass bottle or objects and other hazardous objects are prohibited within the pool area or bathroom facilities.
- People who appear to be afflicted with cuts, communicable diseases, colds, fever, infection or other physical ailments are prohibited from entering the water.
- No spitting is permitted in the pool, pool surrounding, changing area or showers.
- No diving is permitted into the shallow area of the pool.
- No running, acrobatics or disruptive behaviour will be permitted.

Sports Hall and Activity Area Rules

- Children must be supervised at all times whilst in our facilities.
- Suitable clothing must be worn at all times whilst taking part in any activity. Jeans and outdoor shoes are not permitted when using indoor facilities.

- Suitable clothing and footwear should be worn in the specific areas used. Damage to our facilities by wearing the incorrect clothing & footwear will be a breach of these Rules and Regulations.
- Spectators MUST use the balconies provided when watching indoor sports. Please stay behind pitch lines when viewing outdoor sport.
- No food can be consumed within the indoor facilities and drinks are permitted only in a closed container. At our outdoor facilities glass is not permitted on site and rubbish must be placed in bins.
- Please do not attempt to move or set up equipment unless you have prior permission from Sport and Wellbeing staff. If you require assistance with equipment please contact Sport and Wellbeing.
- Booking times are inclusive of any set up or take down of equipment.
- If you are unable to attend a pre-allocated booking please notify Sport and Wellbeing. Non-attendances or a no show after 15 minutes may be subject to a fine and/or suspension of membership.

Fitness Suite Rules

- Any problems with equipment should be reported to a member of the Sport and Wellbeing team.
- All users of the fitness suite must be aged 16 and over. Under 18's must be accompanied by a responsible adult at all times.
- Suitable sports clothes must be worn when within the fitness suite. Jeans, flipflops, dress shoes, walking boots and plimsolls are not allowed.
- All gym equipment should be wiped down after use with the tissue and spray provided.
- Free weights must be replaced after use with barbells unloaded and disc weights racked.
- Please keep to a maximum of 20 minutes on cardiovascular equipment during busy periods. Consideration to other members should be shown when using the free weights area.
- Use of your own equipment, other than waist belts and wrist straps is not permitted.

Schedule 3 Health Commitment Statement

Your health is your responsibility. The management and staff of Sport and Wellbeing are dedicated to helping you to take every opportunity to enjoy the facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect from each other.

Our commitment to you

- We will respect your personal decisions and allow you to make your own decisions about what exercise you can carry out, however we ask you not to exercise beyond what you consider to be your own abilities.
- We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy.
- If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what assignments, if any, are reasonable for us to make.
- We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards as set out by the Register of Exercise Professionals.

Your commitment to us

- If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.
- You should not exercise beyond your own abilities.
- If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medical professional and follow that advice.
- You should make yourself aware of any rules and instructions including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.
- You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors but there will be a person available who has had first-aid training.

In entering in to a membership contract with Sport and Wellbeing you are confirming that you understand that there is a risk associated with ALL forms of exercise and physical activity and that you acknowledge that you have read and understood the Health Commitment Statement which is on display in the Sports Facilities, online at www.southampton.ac.uk/sportandwellbeing and available on request from the Jubilee Sports Centre.