

## Sports Centre Conditions of Use

### **A. General Rules & Booking Process:**

1. The centre management kindly request that any comments, complaints or feedback be submitted to the Centre reception in writing. Each comment will receive our full care & attention. Where a response is required we aim to respond to you within five working days.
2. New Members & users must complete the Membership Form (either in electronic or paper format) & read & agree to be bound by these Sports Centre Conditions of Use. Additionally Members & users must note the Health Commitment Statement & where they have a health matter to be reported must fill in the Health Questionnaire (on this website) & supply it to Centre reception before using the facilities. Additionally before using the climbing wall Members must supply the registration form & Association of British Climbing walls documents & disclaimer. Members must undertake any induction prescribed by the Sports Centre. These documents plus the Website Terms & Conditions & these Sports Centre Conditions of Use form the entire agreement between you & the University.
3. You acknowledge that you have read & understood the University's Health Commitment Statement (paper copies being available to all Members & users at front reception & online at <http://www.brookes.ac.uk/brookessport> & displayed at the Sports Centre). By using the facilities Members & users agree to the commitments made in the Health Commitment Statement. In particular it is your sole responsibility to decide whether you are physically capable of undertaking any particular activity.
4. Our staff are not medically qualified. If you have any doubts about your ability to undertake physical exercise you must not do so & we expect you to see your doctor before exercising.
5. No smoking is permitted in any area of the Sports Centre (whether inside or outside of the building within 5 metres).
6. Shirts or vests must be worn at all times whilst in the Sports Centre or using the facilities.
7. No one may use facilities under the influence of drugs or alcohol.
8. No food or open drinks containers or glass are permitted on or near areas of play.
9. Children (Under 18's) must be accompanied at all times by a parent or guardian who will be responsible for ensuring their safe conduct.
10. Children (under 14) are not permitted in the bar area after 9 p.m.
11. All bookings over £10 in value must be fully paid in advance. No refund will be paid unless otherwise stated.
12. Members must produce their Membership card or other photographic ID on each visit, or where asked to do so by Sports Centre staff or University security staff & you must show your Membership card to book or use facilities. Where you cannot provide your Membership card you will be charged a non-Member rate & service will take longer.
13. 24 hours cancellation notice must be given to cancel any booking or the infringement amount will be owed. No further booking will be permitted where you have an outstanding debt.
14. Bookings can be made up to 7 days in advance, although this is waived for block bookings of 10 weeks or more. Where Members make multiple bookings during peak times these will be removed and the Member informed.
15. Equipment may be hired for some activities via reception in exchange for a deposit. Hire rates will be as advertised.
16. Members and their guests must ensure that their personal belongings are on their person or physically secure at all times since they are entirely at their own risk. The University & its staff will not be legally responsible to you or your guests for any possessions that you or guests lose, are damaged, or stolen, unless we are proven to be negligent by a court of law.
17. If you injure yourself or have an accident you must report it immediately to Sports Centre staff or if not possible as soon as practical thereafter.
18. These Sports Centre Conditions of Use may only be amended by the University at any time at our sole discretion. The up to date version of these Sports Centre Conditions of Use can be found at <http://www.brookes.ac.uk/brookessport>

### **B. Terms & Conditions of Membership:**

1. All direct debit Membership payments will start when agreed as per your confirmation letter. You are required to pay any advance monthly payments & administration charges indicated on the Membership form. Direct debit Membership payments will continue after the anniversary date of the start date of your Membership.
  - a) Cancellation of Direct Debit: Members paying on a monthly basis, via Direct Debit who wish to cancel their membership can do so at any time directly with their bank, after the initial payment amount has been made. No refunds can be offered for any membership payments that have already been received.
2. Where you have paid your entire Membership fee in advance for annual Membership (as indicated on the attached Membership form) it will last 12 calendar months after the start date stated on the Membership form & will automatically terminate on the first anniversary unless you renew your annual Membership.
3. To renew your annual Membership you must tell us before the anniversary date that you wish to renew your Membership & pay us next years annual Membership fee in full unless you choose to pay via direct debit.
4. We may immediately terminate your Membership where you have failed to make any payment (whether annual or monthly direct debit). In such circumstances your access to facilities may be refused.
5. You are responsible for ensuring that the Membership level you are signed up to is suitable for you & if your circumstances change you must inform the Sports Centre.
6. The Sports Centre currently offers three gym facilities, a climbing wall, sports halls, swimming pool, synthetic turf pitch, a bar, café, squash courts & range of classes & instruction, 5 A side pitches & tennis courts. The Sports Centre may close or withdraw these facilities where necessary without notice but will otherwise use reasonable efforts to advertise the dates & times of closures and withdrawals by giving reasonable notice to Members.
7. Where the Sports Centre is closed for an extended period due to essential maintenance or refurbishment Members will be entitled to a Membership extension covering the period of closure from the date of the members' written request.
8. The University will provide a full refund on any pre-paid annual Membership fee or cancel a monthly direct debit where cancellation is received within the first 14 days of the start date for such Membership. **To cancel your membership and receive a refund you must contact your nearest sports centre reception.** Brookes may (at its option) retain a small administration fee to cover its reasonable costs.
9. Where you have a medical condition that prevents you from using the facilities at the Sports Centre you may suspend your current Membership by producing a valid medical certificate in which case your Membership will be suspended from the date of production of the certificate for the duration of your illness as set out in the certificate.
10. Staff & students of the University may be considered for a reasonable partial refund of their Membership fee where they are ill or are leaving the University upon receipt of written verification from their tutor or line manager.
11. Lost or stolen Membership cards will only be replaced upon payment of a £10 administration charge. The Student administration office or human resources will provide replacement University identity cards.
12. Membership of the sports centre is not transferable to other individuals.
13. Any Member will have their Membership immediately terminated where:
  - a. they have allowed free access to the Sports Centre or other facilities by a non-Member; or
  - b. they have loaned their Membership card to any other user; or

- c. where they pose or create a serious risk to the health, safety or wellbeing of staff, other Members or users or damages or threatens to damage University property; or
- d. where they have engaged in disruptive or violent behaviour.

### **C. Remedial Action**

Any breach of the these Sports Centre Conditions (or any other rules displayed at the Sports Centre) may result either in the immediate termination of Membership or termination of a non-members right to use the facilities or will result in a temporary ban of 1 to 4 weeks use of the Sports Centre (to be determined solely by Sports Centre staff). Any repeat offence will in all circumstances result in Membership termination. If we terminate your Membership or right to use the Sports Centre you will not be entitled to any refund of Membership fees and you will receive no recompense.

### **D. Data Protection & Security**

1. The University is registered under the Data Protection Act 1998 & abides by all responsibilities under the Act including with respect to handling & processing of any personal information that you provide to us. Our University privacy policy is located at <http://www.brookes.ac.uk/about/structure/policies/privacy>.
2. You can request to see the personal information that we hold about you or ask to change this personal information in accordance with our privacy policy. You are responsible for telling us about any changes to your personal information.
3. To validate your identity & protect all users you agree to allow us to take a digital photograph of you as part of your Membership application.

### **E. Gym Rules & Etiquette:**

To use the Gym you will need to complete the Membership forms including the Health Questionnaire & undertake a Gym Induction (if required by Sports Centre staff) before use. In particular:

1. You must carry a towel at all times. Please sit or lie on your towel, use it to wipe down equipment & benches after each use; &
2. You must wear training shoes at all times whilst using the Gym for your own safety. Open footwear (e.g. flip-flops or sandals) are not permitted; &
3. All Gym equipment (e.g. free weights, Swiss balls, kettle bells etc) must be operated correctly and put back in their correct place after every use; otherwise they may pose a hazard or inconvenience to other users & if you are in any doubt about how to operate the equipment you must ask a Member of staff first; &
4. During busy Gym periods please do not 'hog' any equipment for longer than 20mins. This means allowing other Members to work on the equipment between your sets; &
5. You must obey all written instructions posted in the Gym & the directions of staff including listening & responding to staff. You must respond to all health & safety rules & directions given; &
6. When you are in the sauna & steam room please wear non-slip footwear for hygiene & safety reasons & use a towel. You are required to wear a swimming costume or trunks at all times as these are mixed sex facilities; &
7. No spectators are allowed in the Gym, sauna or steam room. If you require a spotter please seek assistance of a Member of staff or another user.
8. The age limits for Gym use are as follows:
  - a. Health Suite min. age 16 under 18's permitted only if supervised by an adult.
  - b. Free Weights strictly no under 18's are permitted.
9. Our gyms are unsupervised & we do not accept responsibility for any harm or injury to Members while using them unless we are proven to be negligent.

### **F. Climbing Wall Rules & Etiquette:**

1. You must complete the Registration Forms (including the Association of British Climbing Walls ("ABC") documentation-Full Terms) & sign & accept the British Mountaineering Council Disclaimer & complete any required induction before use. In particular:
  2. No loose chalk is permitted on the climbing wall; &
  3. The minimum age of any climber is 5 years old. All under 18's must be accompanied & supervised by a responsible adult; &
  4. ABC registered users may bring two guests or two juniors; &
  5. When using the bouldering wall do not jump down from any height onto the mat; &
  6. When using the climbing tower please ensure both climber & belayer have the correct safety equipment & knowledge of how to use them safely; &
  7. Spectators must remain on the viewing gallery at all times to avoid injury.

### **G. Swimming Pool use & etiquette:**

To comply with Managing health and safety in swimming pools HSG179 the following rules are to be observed at all times. Anyone who privately hires the pool should obtain a copy of the NOP/EAP for this Centre. We reserve the right to decline entry (at our discretion).

1. Obey instructions from Centre staff at all times; &
2. The following are not permitted; running, diving, bombing, outdoor shoes, throwing equipment or fighting, jewellery, fins, snorkels or resistance mitts unless agreed by the duty manager, holding lane ropes, food or drink on poolside; &
3. Bathers must shower before entering the poolside & should not swim if they ill or have been recently ill. If bathers have had diarrhoea within the last 14 days then they must not attend the pool; &
4. Babies should always wear correctly fitted swim nappies & must not be brought to the pool if they have had diarrhoea; &
5. Children 5 years of age & below must be accompanied at all times on a one to one basis by an adult. When a child is under the age of 8 a parent or carer should be in the water at all times & under the age of 12 the parent or carer must remain in the building and make themselves known to staff; &
6. No photography is permitted in changing areas and only permitted on poolside on competition & acceptance by the Centre of the correct permission forms, available from reception; &
7. You must make sure that you & your group swim within your ability.

### **H. Squash & Badminton Court Etiquette:**

You must abide by the following when using the squash or badminton courts:

1. No dark soled footwear is to be worn in the squash courts. White soled shoes that do not mark the floor are available to hire from reception; &
2. Payment in full in advance will be due & no refund will be permitted

### **I. Sports Hall Etiquette:**

1. England & Wales Cricket Board advice on protective equipment must be adhered to by all users; &
2. Only indoor footballs may be used. Non-marking footwear should be worn at all times.

### **J. Rules for Use of Synthetic Turf Pitch (STP):**

1. No glass or other breakable objects should be taken onto the STP; plastic containers are available from the bar; &
2. No studded, moulded, metal or bladed training shoes are allowed on the STP. Astro boots or standard training shoes must be worn to prevent pitch damage; &
3. Bibs are not available for loan or hire outdoors.

### **K. Rules for Use of Natural Grass Turf Pitches (NGTPs):**

1. It is the responsibility of all Members to inspect the physical state of the NGTP before use to ensure that it is safe for use and that there are no apparent hazards (e.g. holes, glass, metal cans etc).
2. Members must ensure that their use of the NGTPs does not interfere with any third party who traverses or has a similar right to use the NGTP.
3. Conditions 1, 2 & 3 of Section J. Rules for Use of Synthetic Turf Pitch shall apply