

# Terms & Conditions

These Terms and Conditions form the basis on which SportBU provides the gym membership and other SportBU facilities, services and programmes to you.

By applying for SportBU's gym membership you are agreeing to be bound by these Terms and Conditions.

In these Terms and Conditions, the following definitions shall apply:

**Bournemouth University** (the University / BU): Bournemouth University Higher Education Corporation, Talbot Campus, Fern Barrow, Poole, Dorset, BH12 5BB;

**BU Community:** any person student, staff, or alumni of Bournemouth University or Arts University Bournemouth, or student of a Partner College or Tier 1 Chapel Gate club member (see below);

**Community:** any person who does not fall within the BU Community category above;

**Corporate:** any person who works for an organisation that has a pre-arranged corporate deal with SportBU;

**Partner College:** Weymouth College, Bournemouth and Poole College, Bridgwater College, Kingston Maurward College, Wiltshire College Salisbury, Yeovil College, Anglo European College of Chiropractic, West London College, and The BRIT School;

**SportBU:** the sports department of Bournemouth University;

**Terms and Conditions:** this document as amended from time to time.

## Membership

**Term:** BU annual memberships are for one academic year, commencing on 1<sup>st</sup> September and ending on 31<sup>st</sup> August inclusive, each year. Community memberships are for a period of 12 calendar months commencing on and including the date of payment. Upon the expiry of this period, your membership shall automatically terminate. BU monthly memberships commence on and including the date of payment. Community memberships are per quarter (3 months) commencing on and including the date of payment.

**Payment:** Payment must be made in full, in advance and in cleared funds by credit or debit card or cash at the time of submitting this membership application. Staff members of Bournemouth University may also pay for their membership through salary deduction, details of which are available from SportBU.

- SportBU may require proof of your BU community status and shall be entitled to request evidence of this.
- To join you must be aged 16 or over (if under 18, you must, without exception have a signed parental consent), and you must provide SportBU with a completed membership form and full payment.
- Your membership type and type of user is set out in your membership or booking application.

## Cancellation Rights

- You are entitled to cancel the gym membership at SportBU for any reason within the first 7 days of becoming a member and receive a full refund of any membership fees paid upon producing written evidence to SportBU of your membership, date of joining and payment receipt (see below). This period is 14 days for those memberships purchased on-line. This does not apply to 10 day memberships.
- In accordance with the Proceeds of Crime Act 2002 and UK anti-Money Laundering legislation, the BU refund policy requires that refunds must be in the same form, and to the same account, as the payment originally received. Please therefore ensure that, if paying by card, you retain (and provide if requesting a refund) the original card receipt in addition to the proof of purchase. For payments made online you will need to provide the online payment reference number.

**Your termination rights:** in the following circumstances, you may terminate your membership (to take immediate effect) and SportBU shall refund, on a pro rata basis, the remainder of your membership fee:

- where sportBU is in material breach of these Terms and Conditions; or
- due to genuine and relevant medical reasons (for example, illness or injury); or
- Where you are no longer a student or staff member of Bournemouth University (BU Community members only). This is not applicable to students who pay for an annual membership and leave Bournemouth University once their course has finished; or
- Where your term-time residence changes and your new place of residence is more than a 20 minute drive from sportBU, as measured by an established route planner operator. This is not applicable to residence changes due to term-time ending and residing elsewhere during holiday periods. In such circumstances, termination shall be effective either:
  - from the date of breach; or
  - upon production by you of satisfactory written evidence for the grounds of termination, for example a professional medical certificate, proof of address, termination of BU Community status.

**Termination by SportBU:** SportBU may terminate your membership immediately and at any time without further liability to you:

- if in SportBU's reasonable opinion your continued membership is, or is likely to be, injurious
- to the character and interests of SportBU or any other member, for example but not limited to, where your behaviour is abusive, violent, disruptive or threatening; or
- if your study at BU has been terminated due to disciplinary reasons; or
- you breach any of these Terms and Conditions; or
- you let other people use your membership card to access SportBU and its facilities.

## Membership card and charges

- Your membership card must be used to gain access through the turnstile at reception and on the gym floor. SportBU may ask you to produce your membership card at any time while you are in the gym. You may be denied entry if you do not have your card
- Your membership is personal to you and cannot be transferred. You must not loan or lend your membership card or permit its use by anyone else. If you do, we may terminate your membership.
- The membership card is and remains BU's property.
- A £5 renewal fee is charged for lost or stolen membership cards. If a valid crime number is provided, the fee will not apply. The normal BU procedures apply for student cards.

## Facilities and services

- SportBU reserves the right to make changes to programmes and prices without prior notice.
- SportBU will be closed on bank holidays and over the Christmas period.
- SportBU's opening times within term dates are:
  - 7.15am – 10.30pm Monday-Friday
  - 8am – 8pm Weekends
- SportBU's opening times within University breaks are:
  - 7.15am – 8.00pm Monday-Friday
  - 9am – 5pm Weekends.
- Where necessary SportBU may need to close some or all of the facilities for maintenance reasons.
- Some of SportBU's facilities and equipment may not be available during Bournemouth University's examinations, graduations & conferences. SportBU will be closed for 1 day in September for annual staff training. SportBU shall take reasonable steps to bring to your attention which facilities are not available for use and when.
- You shall take reasonable care of the facilities and equipment at your disposal and you shall be liable for any damage to SportBU's property where you willingly or negligently cause such damage.

## Limitation of liability – YOU MUST READ THIS CAREFULLY AND UNDERSTAND THIS

- **You acknowledge that there is an inherent risk of injury (including permanent injury and even death) when undertaking exercise and that you understand the dangers and risk in undertaking physical exercise. This includes but is not limited to serious neck and spinal injuries, injury to bones, joints, ligaments, muscles, and tendons. By submitting your membership, you voluntarily assume such risk.**
- **You understand and accept that SportBU shall only be liable for personal injury or death where this arises from SportBU's, its employees', or its agents' negligence.**
- **SportBU shall not be liable, whether in tort, contract, law or otherwise, for any indirect or consequential losses including:**
  - **loss of income or revenue, loss of profit, loss of business, loss of anticipated savings or loss of data.**
- **SportBU's liability shall be limited to:**
  - **£50,000,000 for any one event; and**
  - **losses, damages and injury which are reasonably foreseeable.**
- **Nothing in these Terms shall limit or restrict SportBU's liability for:**
  - **death and / or personal injury arising from SportBU's negligence or the negligence of SportBU's employees or agents or**
  - **fraudulent misrepresentation.**

## Your belongings, lockers and parking

- Bags and personal belongings are not permitted in sports areas and should be stored in lockers.
- Free self-coded lockers are available in the corridors and changing rooms.
- Parking on Bournemouth University's campus is restricted on weekdays between 8.30am-4.30pm. Parking tickets can be purchased within the car park.

## Photographs/Videos/Recordings

- SportBU may wish to take photographs and/or make video and/or audio recordings of the gym, exercise classes and other sporting activities for various promotional purposes (both on the internet and via other media) including, but not limited to: social media advertising, educational presentations or courses, informational presentations, educational videos and marketing materials (collectively the "Purposes"). If you are attending/ participating in sporting activities at SportBU and you do not want your image to be used then you can simply opt out by letting the photographer and a member of BU staff know. You are also advised to try to stay out of the shot, as you may appear in the background in error. If you do not opt out, then your image (which could be a photograph or moving film) may be used for the Purposes.

## Things to Know (including cancellation)

### The Training Zone Gym and Personal Training

- 24 hours' notice is required to cancel an induction. Failure to do so will result in a £5 cancellation fee being charged.
- For personal training sessions booked through SportBU. Trainers require at least 12 hours' notice otherwise the session will be charged.
- Appropriate sportswear must be worn at all times. Sports trainers must be worn, no jeans and no flip flops.
- It is compulsory to bring a towel into The Training Zone gym for hygiene purposes.
- No food or protein shakes to be consumed up in the gym facilities or poured down the water fountains. Secure bottled drinks to be used only.
- Members are expected to return all equipment to the relevant storage areas after use.

### The Group Fitness Programme

- Due to limited places, please pre book ALL group fitness classes at SportBU reception, over the telephone or on-line.
- Classes can be booked up to 7 days in advance.
- Please arrive on time for your class. If you are more than 5 minutes late for your class, admission will be refused. Please ensure you check in and pick up your attendance ticket for your class.
- Please inform SportBU as soon as possible if you are unable to attend a class. Customers who fail to cancel will have this noted on their memberships. 3 'no shows' will result in you being unable to book classes in the future and may result in you incurring a charge for the missed class at the pay-as-you-go rate for that class.
- For pay-as-you-go customers, refunds will only be issued when the participant gives more than 24 hours' notice to cancel their attendance at a class.

- Please note the Group Fitness timetable will reduce during non-term time. The timetables will be advertised on the SportBU website and at SportBU's reception.

## Chiropractic and Massage Appointments

- Chiropractic and massage appointments will need to be cancelled at least 48 hours before the booking is due to start otherwise no refund will be given.

## Casual Hire Bookings (including badminton/tennis court and football pitch hire)

- Bookings of SportBU facilities will need to be cancelled at least 48 hours before the booking period is due to start otherwise no refund will be given.

## General

- Notices under these Terms and Conditions (other than notifications to cancel a class or an induction – which can be by telephone, email or in person) must be in writing and addressed to SportBU and delivered by hand or recorded delivery.
- SportBU shall not be in breach or liable for the non-performance or delay in performing its obligations under these Terms and Conditions resulting from events, circumstances or causes beyond SportBU's reasonable control.
- BU shall not be liable to you to the extent that BU fails to perform, or delays, any of its obligations under these Terms and Conditions directly or indirectly because of an Event Outside BU's Control. An **Event Outside BU's Control** is any act or event beyond BU's reasonable control including civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic/pandemic or other natural disaster, or failure of public or private telecommunications networks. If an Event Outside BU's Control affects its performance under these Terms and Conditions, BU will contact you as soon as reasonably possible. While the Event Outside BU's Control continues and for a reasonable reinstatement period after it ends, the affected obligations will not apply. BU will start to perform the affected obligations again as soon as reasonably possible when the Event Outside BU's Control ends.
- To the extent that BU cannot perform, or BU delays, any of its obligations under these Terms and Conditions directly or indirectly because of an Event Outside BU's Control, BU will use reasonable efforts to perform those obligations the Event Outside BU's Control continues, to the extent BU determine this will be safe, lawful and reasonably practicable in all the circumstances, having regard to BU's resources and other obligations (contractual, regulatory or statutory).
- Where an Event Outside BU's Control has a significant effect on BU's ability to operate in its usual way, if BU reasonably determines that BU can still meet an obligation to you by using alternative means, BU shall be entitled to do this without incurring any liability to you. This may include for example changes to the timing of elements within your exercise programme, delivering training using different methods and changes to arrangements for accessing services or facilities. BU will keep you informed about this type of change and inform you in advance of changes occurring as far as reasonably possible.
- These Terms and Conditions shall constitute the entire agreement between you and SportBU. Each party agrees that it shall have no remedy in respect of any representation or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in these Terms and Conditions.
- These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law. The courts of England shall have non-exclusive jurisdiction.

## Health & Safety Requirements for Facilities Bookings

1. BU advises you to have at least one mobile phone available throughout the booking period; this is compulsory for bookings that are outside SportBU's normal departmental operation times (times available from SportBU).
2. BU advises you to have at least one person who is to be present during the booking period to have basic first aid knowledge or to have completed a first aid course. This is compulsory for bookings that are outside normal SportBU operation times.
3. In an emergency during term time, please contact SportBU staff immediately on (01202) 965012 or at Sports Centre reception to report the incident and get help. If you are near an internal phone please dial 222 for assistance and then please contact SportBU directly thereafter.
4. In an emergency outside SportBU's normal departmental operation times please contact main reception immediately on (01202) 965001 to report the incident and get help. If serious please phone for an ambulance, then contact main reception immediately thereafter.
5. Please advise SportBU of any accident/incident (including near misses) that occurs on the premises and/or facilities you are hiring.
6. A Risk Assessment for the Facility is available on request from SportBU.
7. The main University reception is located in Poole House, past the SU shop and Santander bank. A campus map is available at [bournemouth.ac.uk](http://bournemouth.ac.uk).

## Campus Courses

- Courses are booked on a first come, first served basis and full payment for the course is required at time of booking
- Once the course is within two weeks of its start date, refunds will only be given if accompanied by a medical certificate and this is still at the discretion of the Head of SportBU. Receipts will be needed in the event of a refund. Please make sure that the course is suitable and fits in with your timetable
- Activities will be cancelled if there are insufficient numbers, full refunds will be given in this case
- Please arrive on time for all sessions. If you are more than 10 min late for your class, admission will be refused
- Bournemouth University shall not be liable for any loss, damage, or injury to any person provided that it is not due to the negligence of the University, its servants or agents.
- By signing this form, you give permission for photographs and videos to be taken and used by SportBU and Bournemouth University for marketing and promotional purposes.