

Warwick Sport Terms and Conditions

These Terms and Conditions relate to your (hereinafter used interchangeably throughout these Terms and Conditions with “you”, “your”, “user”) use of the facilities available at Warwick Sport (hereinafter used interchangeably throughout these Terms and Conditions with “our”, “we”) and unless stated otherwise relate to the services directly provided by Warwick Sport. For the avoidance of doubt these facilities and services will include:

1. Lifestyle Gym;
2. Lifestyle Classes;
3. Tennis Courts;
4. Squash Courts;
5. All Sports Hall courts
6. Swimming Pool;
7. Sauna;
8. Wet & Dry Changing Rooms;
9. Climbing Centre;
10. Bouldering Room;
11. Courses;
12. Bundle products & Passes

Hereinafter collectively known as “Services”.

We are the University of Warwick (trading as Warwick Sport) a company incorporated under Royal Charter, registered in England and Wales under company number RC000678. Our administrative offices are situated at University House, Kirby Corner Road, University of Warwick, Coventry CV4 8UW. The address for the Centre is Sports Centre, University of Warwick,

Coventry CV4 7AL, UK. Our VAT number is GB545270058.

To help you to gain the best from Warwick Sport and to understand our responsibilities and your responsibilities to us, please read these Terms and Conditions carefully. Please note that different or additional Terms & Conditions may apply to other memberships, programmes, events, or facilities. If you have any questions about these Terms and Conditions, please write to us at

warwickssport@warwick.ac.uk or speak to a member of our team at the Sports Centre.

To make these Terms and Conditions easy to use and read, we have split them into three sections.

Section 1 – Terms and Conditions of Your Use

All users must adhere to the same Terms and Conditions.

Section 2 – Data Protection

This section sets out how we collect, store and use your personal information.

Section 3 – Rules and Regulations of the Centre

These rules apply to you for the use of our facilities. Without limitation these include, pitches, courts, surrounding support areas, and any Warwick Sport buildings (hereinafter known as “Centre”). They are necessary to ensure we can offer an enjoyable and safe environment for you, and our participants and other members to share during every visit. You must also

take note and comply with the signs and notices displayed around the Centre. They form part of our contract with you.

How these Terms and Conditions apply to you.

These Terms and Conditions apply at all times and take priority over anything that a member of our team has told you. These Terms and Conditions replace any previous versions. From time to time we may amend any part of or replace these Terms and Conditions entirely because of changes in relevant laws and regulatory requirements, or to reflect changes in the way we operate. If we revise these Terms and Conditions as they apply to you, we will contact you to give reasonable advance notice of the changes. In the event, if you are unhappy with any changes or amendments to the Terms and Conditions, we will provide guidance around any cancellations procedures.

SECTION 1 – TERMS AND CONDITIONS OF YOUR USE

1. YOUR RESPONSIBILITIES

1.1 As a user of our Centre, you will be responsible under these Terms and Conditions. This means that:

- You are the only person who will be able to tell us to do anything in relation to the membership and any Services you have subscribed to;
- You will be responsible for paying for the Services;
- You will be responsible for paying any extra charges and fees for using the Centre, Services, and any sporting equipment made available by us to you for hire (hereinafter referred to as “Equipment”) that are not covered by your membership category;
- You must adhere to all rules and regulations for using the facilities set out in **Section 3**. You must comply with all of our reasonable instructions and requests, as made from time to time.

You must not:

- carry on any conduct which is inappropriate or unsporting or which might annoy or put other users of the Centre in danger;
- carry on any conduct or behaviour that is not in line with the rules and regulations of the Centre or that causes damage to Equipment or the Centre;
- eat or drink (other than water) except in the designated areas. For the avoidance of doubt, smoking is prohibited at all times within, and in close proximity to the Centre.

1.2 You must:

- leave each part of the Centre, that you have used, in a tidy and orderly condition;
- return any Equipment that you have used or hired from us in the same condition that such was received;
- observe all instructions relating to the use of the Centre during the provision of the Services and use of Equipment, and your behaviour or conduct around the Centre. These instructions may be published by notice around the Centre; and
- treat other users with dignity and respect, as outlined in paragraph 7 of Section 3.

1.3 We are committed to providing a safe environment for all our users. We therefore ask all our users to book and complete an induction session with us before using any of our Services and Centre.

1.4 Lifestyle facilities users must comply with the Health Commitment Statement.

1.5 When swimming in the pool, users must follow the signage in place and adhere to lifeguard instructions at all times. For safety reasons children aged 5-11 must be accompanied by an adult at a ratio of no less than 1 adult to 2 children. Under 4s must be accompanied at a ratio of 1 adult to 1 child.

2. MEMBERSHIP CATEGORIES

2.1 You are entitled to use the Services within the Centre according to your category of membership. The Centre will provide you with the information about the range of Services available and when you can use them. Each category of membership may have certain restrictions which only apply to that category of membership. Details of any restrictions on membership categories are available on our website. Alternatively, you can speak to a member of our staff for any clarification.

2.2 Not all membership categories will be available at all times at the Centre and certain membership types will only be available at certain times, at our discretion. We reserve the right to discontinue any category of our membership. We will endeavour to give you 1 months' notice where this is the case. Where we stop offering certain categories of membership, we will endeavour to offer you a suitable alternative membership (if applicable).

2.2.1 Where a suitable alternative membership is offered and is acceptable to you, your membership fees will change from the date the change applies to the current fees advertised for that category for new members at the Centre. Should the new membership fees be less than those membership fees currently being paid, we will give you a refund for the difference in membership fees up to the date the change takes effect. Refunds

will be paid back onto a debit or credit card.

2.2.2 Where a suitable alternative membership is offered and is not acceptable to you, or we are not able to offer you a suitable alternative, your membership will end following the end of the notice period, at which point we will give you a pro-rata refund of any payments made in advance for your current membership. Refunds will be paid back onto a debit or credit card.

2.3 If you have a disability which means that you need someone to help you use the Services and access the Centre your assistant will be required to register with us, to access the facilities. You will not have to pay a fee for your assistant. However, the assistant can only use the facilities to help you. If your assistant would like to have their own independent access to use the Services, they will be subject to any applicable charges, and these Terms and Conditions.

2.4 Where we make any changes, pursuant to these Terms and Conditions, that affect your membership category and you are unhappy with them, you may cancel your membership by giving 1 months' notice in accordance with Paragraph 5. Your membership will end following the end of the 1 month's notice period, at which point we will give you a pro-rata refund of any payments made in advance for your current membership.

2.5 For the avoidance of doubt, any change we make to the name of a membership category will not be considered a change of membership category or its content.

2.6 Changing your membership category:

(a) We understand that your needs can change over time. You can therefore apply to change your membership category by contacting the Centre in writing. You will only be able to do this after the initial period of membership depending on payment method chosen, as defined in Clause 5.1(a) and 5.1(b).

(b) You may need to provide proof that you qualify for the new membership category you are applying for.

(c) When you change categories, your membership fees will change from the date the change applies to the current

fees advertised for that category for new members at the Centre. You will not be entitled to any refund of any membership fees already paid up to the date the change takes effect.

(d) You will be able to upgrade your membership at any time. Your membership period will begin again once you have completed this.

3. ID CARDS AND ENTRY TO CENTRE

3.1 If you are a member of staff or a student who is registered with the University Of Warwick, your University ID card will also be your Warwick Sport ID card. If you are external to the University, you will be provided with a Warwick Sport ID card. If you are a conference delegate, you must show your relevant accommodation key at the Sports Centre Reception and complete a Health Commitment Statement before using the Services.

3.2 Access to the Centre will only be given to members in possession of a valid University ID card, Warwick Sport ID card, or accommodation key. Entry may be refused to the Centre if you are unable to provide this. If you lose your University ID card, you must follow the normal University procedure for replacement. External members' Warwick Sport ID cards can be replaced and a fee of £10 will apply.

3.3 ID cards are not transferable and cannot be shared. Any individual attempting to enter the Centre with a different users' card will be required to pay the full day rate for your activity and access to the Centre will be denied until payment of this surcharge. Any ID card being used to access the Centre or the Services will be confiscated and will only be returned to the authorised user.

3.4 Any users visiting the facility for the first time will be required to provide basic details, as defined in Section 2 (Data Protection) Paragraph 1.2, which will be recorded in our database for health and safety reasons.

4. MEMBERSHIP FEES AND PAYMENT DETAILS

4.1 Payments for membership must be made using one of the following schemes: up-front payment in full or by direct debit where this is offered, unless you are using the Centre on a day pass

(where payment will be made on the day).

4.2 Membership Payments and Duration

(a) University community Memberships can be purchased for differing lengths of time dependent upon policy at the time.

(b) Non-University community Memberships can be purchased for differing lengths of time dependent upon policy at the time.

Fees and duration details are available on our website:

<https://warwick.ac.uk/services/sport>.

4.3 Direct Debit membership payments:

(a) Membership will begin either on the day you make an application for use of the Services or when a direct-debit payment is made by you, whichever is earlier.

(b) Your membership will run for an initial period, which is three (3) full calendar months (hereinafter referred to as the "Initial Period") and will continue until you give us at least one full calendar months' notice in writing in accordance with the cancellation provisions found in Section 5.

(c) If you take out your direct debit membership before 15th of the current month, you will be required to pay the remainder of the month upfront. If you take out your direct debit membership on or after 15th of the current month, you will be required to pay the remainder of the current month plus the following month as an upfront. Direct debit payments will then be collected on the 1st month or nearest working day thereafter.

4.3.1 Non-University Community User

If you are not a member of staff or a current student of the University of Warwick, you will be categorised as a Non-University Community User.

(a) Where you are a Non-University Community user we will need to have your photograph taken for your Warwick Sport ID card (albeit with the exception of any day-pass or conference users). This will allow us to check your identity when you enter the Centre and during the use of the Services. You must carry this ID card with you at all times when using the Centre.

(b) You may use the Services as a day user (which does not entitle you to a Membership) and will be charged at the standard day-pass rate at the time in force.

(c) Conference users may use the Gym and Swimming pool free of charge. All other Services will incur a fee.

4.4 University Community Users Payments

(a) Your membership will begin on the day you make your application, or are signed into the Centre, whichever is applicable;

(b) your membership will run for the term specified by the Centre and as per the information available on our website, as stipulated under clause 4.2;

(c) Depending on the type of your membership, additional fees may or may not be payable for use of the Centre.

4.5 Other charges

In the event that you wish to use or are found using any Services at the Centre that are not part of your membership package, then you will be liable to pay any additional charges/fees on-demand. We will display the charges on our website and at the Centre.

5. MEMBERSHIP CANCELLATION

5.1 Without prejudice to anything stated in any part of these Terms and Conditions, if you wish to cancel your membership the following provisions will apply:

(a) If you have a paid-up membership (paid in full) your membership will end automatically at the end of the membership term.

(b) Subject to clause 4.3, if you have a direct debit membership, your membership is continuous until you give us notice to cancel in writing. This must be received no later than 10 working days before the end of the calendar month. If cancellation is not received within 10 working days of the end of the calendar month, your membership will come to an end at the end of the following month and you will also be charged for that month.

(c) From time to time we may have to increase our direct debit membership fees and we will undertake reasonable measures to give you adequate

advance notice of this. You can end your membership at any time on one (1) calendar months' notice if we inform you of any changes to your membership fees which are more than either 1% above the rate of inflation according to the Retail Prices index or 3%, whichever is higher. You must give us notice in line with Section 1, Paragraph 6 before the change in fees is due to apply.

(d) You can end your membership at any time if we inform you that we intend to close the Centre permanently.

5.2 Ending your membership early where your circumstances change.

As a consumer, you are entitled to a fourteen (14) day cooling-off period during which you can cancel your membership without charge and obtain a full refund for any services paid for and not used. The 14 day period runs from the date on which your membership commences. After this time, you can only apply for a refund if one or more of the following applies to you:

(a) You can end your membership at any time if:

- you are suffering from a medical condition which means you are unable to use the Centre's Services (this does not include pregnancy, but does include a medical condition that arises through pregnancy);
- you lose your employment or are declared bankrupt;
- you are no longer enrolled as a student at The University of Warwick;
- you are a staff or community member and are relocated in your employment location which is more than 10 miles from the Centre; or
- we are satisfied that there has been a change in your personal circumstances, other than those listed above, which means that it is no longer reasonable for you to use the Centre's facilities and Services or to continue to be a user.

(b) Refund of membership fees will only be granted for one of the reasons above and upon receipt of satisfactory evidence. An administration fee of £15 will be applied to all refunds. Refunds will be applied on a pro-rata basis. The decision of Warwick Sport management is final on this matter.

(c) To end your membership, for one of the reasons listed above, you must give us notice in writing in line with paragraph 5. For memberships paid upfront in full, your membership will end on the day of refund collection.

(d) You must give us suitable evidence. For medical reasons this must be a doctor's note, prescription or other official medical documentation. If you are no longer enrolled as a student, this must be official paperwork provided by Student Reception evidencing your withdrawal, including your end date. These documents will be reviewed together with your cancellation request and the decision of Warwick Sport management will be final.

(e) Subject to Clause 5, if you end your membership early you will not be liable to pay any further membership fees. If you have paid membership fees in advance, you may claim a refund of fees which relate to the period after your membership ends. You must claim your refund by requesting a cancellation form either directly from the Centre, or by e-mail from sportmemberships@warwick.ac.uk.

(f) Refunds will be paid back onto a debit or credit card.

(g) Refunds will be calculated from the day of collection on a pro-rata basis.

(h) There is no option to downgrade your membership to one of decreased value or reduced facility access under any circumstances.

5.3 We reserve the right to refuse entry and use of the Centre or end your membership should an individual's behaviour or appearance be deemed inappropriate. In any event, you agree to comply with the University's regulations and policies.

(a) We will not tolerate our staff or other members being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the Police, to ban you immediately and permanently from the Centre, and end your entire membership, at the ultimate discretion of the Warwick Sport Senior Leadership Team.

(b) We reserve the right to revoke your membership in the following circumstances, at the ultimate discretion of the Director of Sport:

- if you break or are repeatedly in breach of these Terms and Conditions and you do not or cannot put it right within seven days of us writing to you;

- if you break the Centre's rules;

- if with your knowledge or permission, another person uses your membership or ID card to gain access to the Centre; or

- if you are rude or abusive to our staff or any other member at the Centre, or behave or threaten to behave in a violent or aggressive way in the Centre.

5.4 If we cancel your membership for any of the reasons in 5.3 above, we have the right to keep a proportion of the money you have paid under these Terms and Conditions to cover any reasonable costs that we have had to pay as a result.

6. GIVING NOTICE TO US

6.1 If you want to give notice to us to end your membership, it must be in writing to the following address: Sports Centre, University of Warwick, Coventry, CV4 7AL, UK. Notices must be addressed to the Membership Department. We will accept notice by email to sportmemberships@warwick.ac.uk. If you need to provide evidence of certain things, you can provide them as attachments to an email.

6.2 Your notice is not effective until we have received your evidence. We strongly advise that when you give notice you get proof that we have received it. For example:

- if you send us a notice by post, send it by recorded delivery (we will have to sign the delivery notice when we receive it);

- if you hand your notice in at the Centre, ask for a receipt; or

- if you send us your notice by email, ask for a delivery receipt.

6.3 We will confirm that we have received your notice within 10 working days of receiving it. If you do not receive this confirmation within 10 working days, you must immediately let the Centre know so they can check whether we have received it.

6.4 From time to time we may need to contact you about your membership, so it is important you let us know if your address, contact phone number and

email address changes. If we need to give notice to you:

- it will be effective if we send it to the address or email address we have in the records we hold about you; and
- if we give notice during a month the notice period will run from the first day of the following month.

6.5 Anywhere in these Terms and Conditions where we ask you to give notice of one calendar month or more, if you give notice during a month, we will treat it as if we have received it on the first day of the following month and the notice period will run from that day. For example, if you need to give us one month's notice on the 23 June, your notice will be effective from 1st July, it will run to the 31st July.

6.6 The only exception to this is if you give us notice at the beginning of the month. This means that if we receive notice from you up to and including the fourth day of a month, we will treat this as if we received it on first day of that month and notice period will run from that day.

7. MEMBERSHIP SUSPENSION (HOLIDAYS)

7.1 If you have a paid-up membership, there is no ability to take a 'membership holiday' (i.e. to suspend your membership). There are no exceptions to this rule.

7.2 If you pay your membership by direct debit, you can suspend (holiday) your membership for a single period of 2 months within any 12 months' period. You will not be able to have a membership holiday for individual months. This will be considered on a case by case basis at the discretion of Warwick Sport management. The decision of Warwick Sport management is final on this matter

7.3 If you would like a membership suspension, you must fill in a suspension form available at the Centre, on our website, or by e-mail from sportmemberships@warwick.ac.uk.

7.4 If your request for a suspension is granted (in our absolute discretion) the suspension will take effect from the first day of the month following the date we receive your membership suspension form signed by everyone who needs to sign it. You must make sure that we

have received the signed membership suspension form. We strongly advise that you get proof that we have received it.

7.5 We will confirm, in writing, that we have received this form and the date when the suspension will begin. If you do not receive this confirmation within 10 working days, you must immediately let us know.

7.6 Suspending your membership is not the same as ending or cancelling your membership.

8. OTHER PRODUCTS AND SERVICES

8.1 Use of Bundles

(a) All bundle products (without limitation these will include: swimming, Active & Lifestyle classes, personal training sessions and tennis cardio classes) are valid for 6 months from the day of purchase. Any remaining passes within a bundle that are unused cannot be carried over beyond the 6 month period and cannot be refunded.

8.2 Active & Lifestyle Class Bookings (Dishonour Charge)

(a) If you are unable to attend a booked class, you can cancel up to four (4) hours before the scheduled start time of the class either online (if the class is included in your subscription), by calling the Sport Centre reception, or by emailing warwickssport@warwick.ac.uk.

(b) If you fail to attend a class booking, fail to register your attendance by scanning your ID card at the Sports Centre entry barriers, or cancel less than four (4) hours advance notice, a dishonour charge of the full amount for the value of your booking will be added to your account.

(c) You will be unable to make subsequent online bookings until the charge on your account has been paid in full. You will be unable to access the Sports Centre until the charge on your account has been paid in full.

8.3 Badminton & Squash Court Bookings

(a) A maximum of 4 (four) players are permitted per court booking. Each Badminton court booking is limited to a 60 minute session. Each Squash court booking is limited to a 60 minute session.

b) The user under which the court booking was made, must be present and participating for the full use of the court booking (or session).

c) Spectators are not permitted to observe from courtside. Spectators can instead observe from any of the available viewing balconies situated within the Centre.

d) A maximum of 2 (two) courts can be booked, per user, per day, across all Warwick Sport facilities. Users can book a single consecutive session, upon completion of their original court session, subject to availability of the courts.

e) Users are not permitted to book double courts (two consecutive courts side by side) at any time.

f) Guest racquet fees will apply for those attending that do not have a membership.

8.4 Active & Lifestyle Courses

a) Payment must be made using one of the following methods: Upfront payment or online payment via debit or credit card.

b) University of Warwick Staff may alternatively pay with Warwick Learning Account vouchers. Warwick Learning Account vouchers must be requested and obtained before starting the course via:

<https://warwick.ac.uk/study/cll/warwickportal/wla/#HowDoIObtainVouchers>

c) Payment will cover the length of the course advertised; either 4 (four) weeks or 8 (eight) weeks in total duration. Users can join a course at any point up to but not including week 3 of the course. The full price for the course will still be required no matter when the course is joined.

d) Courses will take place on advertised dates and at the advertised location and time. Occasionally this may be subject to change. If any change should occur, we will use all reasonable endeavours to inform users of any these changes.

e) Should there be a change to date/s, times or location advertised before the scheduled start date of the course, then participants are entitled to a refund for the altered session/s once written recognition of these changes, has been received by warwickactive@warwick.ac.uk.

f) Should there be a change to date/s, times or location after the start date of the course, an alternative session will be offered. If participants are unable to attend the alternative session or an alternative session cannot be provided, participants are entitled to a refund for the lost session. A refund request must be made via written confirmation through warwickactive@warwick.ac.uk.

8.5 1-day & 30-day Passes

- a) 1 day Swim Passes and 1 day Gym Passes CANNOT be refunded after use, with no exceptions.
- b) 30 day Gym & Swim Passes CANNOT be refunded after purchase, except for the reasons outlined in Section 1 Paragraph 5.2 a. This does not include the 14 day cooling-off period.

9. EQUIPMENT

9.1 We may make Equipment available for hire at the Centre. Please ask at Reception for details. You must pay Equipment hire charges in advance before you borrow the Equipment.

9.2 You must return Equipment at the end of the session or by the time and date specified, in the condition in which you borrowed it (fair wear and tear excepted).

9.3 You may be asked to pay a deposit for hiring Equipment. We will be entitled to keep the deposit or part of it to cover our losses if you do not return the Equipment at the end of the session or by the time or date agreed or if you return the Equipment in a damaged state (fair wear and tear excepted). If the Equipment is so badly damaged, or not returned at all, we reserve the right to charge you for all of our costs incurred in repairing or replacing the Equipment.

9.4 Equipment is for your personal use only while you are at the Centre. You must not lend, hire or sell the Equipment, or take it away to use at another location.

10. SERVICES

10.1 We will use all reasonable endeavours to provide any Services with reasonable care and skill. Where you use any Services you must be honest and truthful with the advisor

about any medical conditions which you have. We will not be responsible for any injury or damage which occurs because you have not so told the advisor or have not followed the advisor's advice or instructions.

10.2 We are not responsible or liable to you in any way for any services provided by a third party delivery agent using our Centre.

11. MAKING CHANGES TO THE CENTRE, SERVICES OR ACTIVITIES

11.1 We have the right to increase, reduce or withdraw Services and activities in any part of the Centre either permanently or temporarily.

11.2 If we decide to make other changes to the Services and activities available at the Centre we will give you reasonable notice by displaying updates on the noticeboards at the Centre.

11.3 We will display opening and closing times for you at the Centre reception and/or on our website. Opening times may vary during holiday periods.

11.4 We reserve the right to change the Centre's opening hours, Services or facilities available at any time, at our sole discretion. Where changes are made we will, where reasonably possible, display notices in the Centre and on the website, notifying users of the change.

11.5 We reserve the right to vary, revoke or add to these Terms and Conditions or the General Health & Safety, Pool, Sauna, Climbing and Lifestyle facilities rules at any time. Without prejudice to your rights under these Terms and Conditions, we will undertake reasonable endeavours to give you one (1) month's advance notice in the event that any changes to the above are being implemented.

12. LIABILITY

12.1 We will not be liable for any accident, injury, loss or damage you suffer in carrying out an action against our instruction, advice, or against your medical practitioner's medical advice. You carry out these actions at your own risk.

12.2 In any event, no provision under these Terms and Conditions will limit

our liability for any personal injury or death caused by our negligence.

If you suffer an injury or death on the premises or within the grounds of the Centre as a direct result of our negligence, we will compensate you for any proven losses which you suffer as a result of this, in which event the limit of liability in Paragraph 12.5 will not apply.

12.3 You should lock all of your belongings and personal property in the lockers provided around the Centre. We do not accept any liability for theft, loss or damage to your property occurring on the premises or within the grounds of the Centre, except where any theft, loss or damage occurs as a direct result of our negligence.

12.4 Vehicles may be parked at the Centre at the sole risk of the owner. We do not accept any liability for theft, loss or damage of any vehicle parked at the Centre.

12.5 Notwithstanding clauses 12.2 and 12.3 if we are found to be liable to you for any losses, damage or compensation under these Terms and Conditions (whether as a result of our breach of them or otherwise), our total liability to you shall be limited to the amount of your membership fee for the current term of your membership. We will not be liable to you for any type of loss or damage that does not occur as a direct result of our breach of these Terms and Conditions, or negligence.

13. COMPLAINTS AND FEEDBACK

13.1 We are committed to making sure our members are satisfied with the service we provide, but we are realistic enough to know that things do not always go according to plan all the time. If you have a complaint, we want to know about it as soon as possible so that we may fully investigate it and resolve it.

13.2 If you have a complaint, the following shall apply in this particular order:

- i) You should first tell a member of the team at the Centre. If you are not satisfied with the response, you should either contact the manager on duty at the Centre if they are available, or use the online feedback and complaint form.

ii) If you are still not satisfied, you should contact the Head of Operations at the Centre by e-mailing sportfeedback@warwick.ac.uk, outlining your complaint and addressing it for the attention of 'Head of Sports Centre'.

iii) If you are still unsatisfied with the processes and the way your complaint has been handled, you can write to the Director of Sport and Active Communities by e-mailing sportfeedback@warwick.ac.uk, outlining your complaint and addressing it for the attention of 'Director of Sport'. You agree to comply with the complaints procedure outlined above.

We are not under any obligation to consider complaints that do not follow the procedure outlined above.

15. ENGLISH LAW

15.1 These Terms and Conditions shall be governed by English law and you can bring legal proceedings in respect of the Services in an English court. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Centre for Effective Dispute Resolution (CEDR) via their website at www.cedr.com. CEDR will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

SECTION 2 - DATA PROTECTION STATEMENT

1. COLLECTION AND USE OF YOUR DATA

1.1 We will collect and use personal information about you to provide you access to the Centre and facilitate provision of Services in accordance with these Terms and Conditions. This is necessary for the performance of these Terms and Conditions and forms the lawful basis for our collection of your personal data. This personal data will include information that you give to us when you:

- register as a user of the Centre;
- fill in any health or medical questionnaire, or consent form (for example for lifestyle or climbing facilities or for other Services);

1.2 We will collect the following information about you:

- title; name; gender; address; date of birth; phone number; emergency contact; email address; and (where applicable) student/staff ID number;
- payment card or bank account details;
- details of any medical or physical condition or disability;

1.3 We will use your information to administer and ensure your wellbeing at the Centre, and to provide you with access to the Centre, use of the Services, facilities or/and Equipment.

1.4 We will only use your data in accordance with the permissions granted. We will always comply with the General Data Protection Regulation ((EU) 2016/679) and any applicable legislation in force in the United Kingdom, from time to time with regard to your personal information.

2. SENSITIVE PERSONAL DATA

2.1 You acknowledge that we will collect, store and use sensitive information about you including any physical or medical condition or disability. By accessing the Centre and using our Services, you consent to us using that sensitive information to provide you with Services at the Centre and ensure your wellbeing.

2.2 We will not share any sensitive personal information with any person other than as required to provide you with access to the Services or

Equipment at the Centre; or for medical reasons, or where necessary to ensure that you receive any Services.

3. SECURITY

3.1 We apply appropriate security measures to ensure your personal and sensitive information is not lost, destroyed or damaged.

3.2 You are entitled to see the information that we hold, and to make changes and to keep it updated.

4. MARKETING

4.1 We may use your personal information to contact you for marketing purposes by text or email. We will only do this where you have agreed that we may do so (for example by ticking a box on a form used to collect your information). We don't share any personal data with third parties, unless required to do so by law.

5. CHANGES TO YOUR DETAILS

5.1 You are responsible for keeping all marketing preferences and personal details up to date.

SECTION 3 - RULES AND REGULATIONS OF THE CENTRE

1. GENERAL HEALTH & SAFETY AND RULES

1.1 We do not allow pets into any part of the Centre (except when used for assistance).

1.2 To protect your safety please pay attention to all signs and notices around the Centre.

1.3 Fire exits are clearly marked throughout the Centre. If there is a fire or if you hear a fire alarm, you should make your way out of the Centre through the nearest possible exit to the advertised assembly point.

1.4 If you suffer an injury or accident, you must report it and the circumstances to which it occurred to the manager on duty.

1.5 You must not smoke whilst using the Centre, or within 12 feet of the Centre.

1.6 While at the Centre we expect you to behave appropriately, respectfully and politely and dress appropriately, at all times. We can prevent you from entering the Centre or ask you to leave if we think that your behaviour or appearance is not suitable.

1.7 You must not use the Centre if you have a contagious illness.

1.8 For your safety, when using the racquet facilities you must wear appropriate footwear for the surface (for example, non-marking smooth soled shoes in halls, & squash courts)

1.9 Unless prior, written permission has been sought from Warwick Sport Management, you must not:

- sell or attempt to sell or promote in the Centre, to other user(s), any goods, services, articles, or equipment;
- put up any notices or decorations (internal or external);
- take photographs at or in the Centre, or arrange for any filming, or televising of any activity therein.

If you do so, we may take any action outlined in Section 1. Paragraph 5.3.

2. CAR PARKS

2.1 Users of the Centre may park their vehicles in the appropriate car park, and must comply with parking conditions published by the University

and pay all relevant charges, as imposed from time to time.

3. SWIMMING POOL AND SAUNA

3.1 For health and hygiene reasons, you must make sure you shower and use the toilet before entering the pool and sauna.

3.2 You must at all times follow the pool and sauna rules and guidelines displayed in the Centre and any instructions the lifeguard or manager gives you.

3.3 We may reserve the pool (or part of it) for adults only swimming, classes, lessons or event activities. We will undertake reasonable measures to display timetables and availability of the pool to you.

3.4 You are not allowed to use snorkels, masks, fins, flippers, radios or lilos in the Centre's pool, unless we agree otherwise.

3.5 Children aged 11 and under must be accompanied and supervised in the pool by a user aged 18 or over.

3.6 You should not use the sauna for longer than the recommended time, or if you have consumed alcohol, or are pregnant, or have any medical condition affected by heat.

3.7 Persons under the age of 8 are not permitted to use the Sauna. Persons between 8 and 16 years of age are not permitted to use the sauna unless accompanied by an adult. All sauna users must adhere to the sauna policy displayed in the Centre.

3.8 Swimming pool members attending a length session must be able to swim one length continuously.

3.8 For safety reasons, in and around the pool, children aged 5-11 must be accompanied by an adult in a ratio of no less than 1 adult to 2 children. Under 4's must be accompanied by a ratio of 1 adult to 1 child.

CLIMBING FACILITIES

4.1 Before you commence using the climbing facilities you will be asked to undertake a practical competency test, complete a questionnaire and sign a disclaimer. Any guests will also be required to complete the paperwork prior to accessing the Centre.

4.2 You must abide by the Warwick Climbing "code of practice" and in

addition have read and understood the British Mountaineering Council participation statement available at: <https://www.thebmc.co.uk/risk-and-safety>.

4.3 If you have any concerns about your physical condition, you must not do strenuous physical activities without seeking medical advice.

4.4 For safety reasons, on and around the climbing facilities, children aged 5-16 must be accompanied by an adult in a ratio of no less than 1 adult to 2 children. The minimum age for roped climbing is 5 years and all children are required to wear the appropriate harness and must wear a helmet. Children must be supervised at all times, and are under no circumstances permitted to enter the climbing area if they are not climbing themselves, as a spectator or otherwise.

4.5 You must always use the changing facilities provided in the Centre. In no circumstance should you use the climbing area to change.

4.6 Our skilled climbing safety team will be on hand to provide advice, recognise poor practice and if necessary will ask for roped climbing to cease if they observe unsafe practice.

4.7 Warwick climbing also offers auto belays and bouldering-only options. Should you wish to take part in these activities, a short induction delivered by the safety officer will be required prior to commencement.

5. LIFESTYLE GYM FACILITIES

5.1 Before you begin using the gym, we will ask you to read and sign the Health Commitment Statement and have a supervised induction with one of our team, or view an online induction video. Lifestyle facilities members must comply with the Health Commitment Statement. You will not be able to use the gym or its facilities until you have carried out this induction or watched the video provided, and we may (at our sole discretion) suspend your membership, deny you access to the gym, or refuse to sell you a membership until you have complied.

5.2 Only our qualified coaches or personal trainers may set you a training programme.

5.3 If you have any concerns about your physical condition, you must not engage in or carry out strenuous physical activities without seeking medical advice.

5.4 You are advised to warm up properly before any workout session, and cool down properly in order to avoid any injury or physical strain.

5.5 The minimum age for use of the gym facilities is 16. Users under the age of 18 must be accompanied by a user aged 18 or over at all times.

5.6 We are not liable for any injuries, damage or loss you incur, as a result of not carrying out your induction, not watching the induction video, not following the instructions of gym staff or personal trainers, or not following your medical practitioner's medical advice. Please see loss, damage or injury for which we will be liable in Section 1, paragraph 12.

5.7 When using the Gym or partaking in classes, please ensure that you wipe down and put back equipment after use. Paper towels will be provided around the Gym.

6. LOCKERS

6.1 You bring all personal belongings to the Centre at your own risk. We do not accept legal responsibility for any loss or damage to these items.

6.2 If you lose a key to a locker you have used you will be liable to pay the cost for the new key.

6.3 If you find lost property you must hand it to the Centre's Reception immediately. Any items submitted to us will be held for a period of three (3) weeks, after which they will be gifted to a charity of our choice. You will be responsible to check and secure any items submitted to us, and we will

accept no liability for any items subsequently gifted to a charity.

6.4 Equipment / belongings must not be stored in lockers overnight. If any property is found in lockers when the Centre is closing, it will be stored for 24 hours (or a longer period should we so decide), during which time it may be collected by you. Following this period, property may be disposed of.

6.5 We reserve our right to charge a £5 fine for leaving property in lockers overnight.

7. CONDUCT AT THE CENTRE

7.1 We operate a strict code of conduct which applies to all users while at the Centre.

7.2 You must respect staff and other users, members and guests of the Centre at all times and treat them with dignity. You must respect their rights, treat them fairly, be mindful of them when expressing your views, treat them with courtesy, and respect their authority and reasonable decisions.

7.3 You must not use rude or offensive language.

7.4 You must not use abusive language or threaten others, or use the facilities to incite hatred or promote your religious beliefs.

7.5 Racial abuse or sexual harassment will not be tolerated under any circumstances.

7.6 You must take care when using your tablet or smart phone while at the Centre. Images displayed on websites or shared through social media can be offensive or distressing to others in your immediate vicinity.

7.7 You should be aware of any behaviour you consider inappropriate or violent, including bullying, harassment, discrimination and

physical violence or sexual crimes. Examples of harassment and bullying are where others are behaving in an unwanted, unsolicited and unwelcome manner that is offensive or intimidating to you, or are behaving in an offensive, abusive, intimidating, malicious or insulting manner which makes you feel upset, threatened, humiliated or vulnerable. Harassment and bullying includes treating another person less favourably on the grounds of gender, age, race, gender reassignment, marriage and civil partnership, pregnancy and maternity, disability, sexual orientation, religion or other beliefs.

7.8 If you feel that you, or another user of the Centre, is being subjected to harassment, bullying, discrimination, a lack of dignity and respect, or violence in any form, including those mentioned above, you are encouraged to challenge or report this. Please visit the following link for more information:
<https://warwick.ac.uk/services/equality/dignityatwarwick>.

7.9 In the event you witness an act of physical violence or sexual crime, we strongly encourage you to contact the police.

8. IF YOU BREAK THESE RULES

8.1 If you break these rules or do not comply with any notice around the Centre, we may do any or all of the following (at the ultimate discretion of the Director of Sport and Active Communities):

- (a) ask you to leave immediately;
- (b) end your membership;
- (c) take any other action against you that we deem appropriate.

-END-