

## Warwick Sport Terms and Conditions

PLEASE REFER TO CLAUSE 5 TO UNDERSTAND YOUR CANCELLATION RIGHTS UNDER THESE TERMS AND CONDITIONS. IF YOUR CONTRACT HAS BEEN FACILITATED THROUGH HARLANDS SERVICES LTD PLEASE REFER TO ANNEX-A.

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 & Steam Room;
8. Wet & Dry Changing Rooms;
9. Climbing Centre;
10. Bouldering Room;
11. Courses;
12. Bundle products & Passes
13. All outdoor pitches & courts

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 & Wellness Hub, Cryfield Village, 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](mailto:warwickssport@warwick.ac.uk) or speak to a member of our team at the Sports Hub.

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.

Please refer to Annex-A where you have been referred to us through Harlands Services Limited. These terms and conditions will apply in addition to those stated elsewhere in this document.

### 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 months' 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. Community 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 (where you have been facilitated through Harlands Group please refer Annex-A for further information):

(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 six (6) 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 15<sup>th</sup> 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 15<sup>th</sup> 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 1<sup>st</sup> 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.

### **5. MEMBERSHIP CANCELLATION**

**Please note: Where you have been referred to us through Harlands Services Limited please refer to Annex-A.**

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) days' 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, which in a doctor or medical practitioner's opinion prohibits you from exercising for a period of three months or longer (this includes pregnancy or any complications arising as a consequence of 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 15 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](mailto: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 & Wellness Hub, Cryfield Village, 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](mailto: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 valid 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 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](mailto: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, one-to-one swimming lessons, Active & Lifestyle classes, personal training sessions and tennis cardio classes) are valid for 3 months from the day of purchase. Any remaining passes within a bundle that are unused cannot be carried over beyond the 3-month period and cannot be refunded.

(b) Cancellation within 24 hours of an agreed booking for one-to-one swimming lessons, personal training, strength & conditioning sessions, and any other coach or instructor-led session with Warwick Sport will result in the session being charged.

### **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 us at

[warwick sport@warwick.ac.uk](mailto:warwick sport@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 with 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 Court Bookings**

a) A maximum of 4 (four) players are permitted per court booking. Each Badminton and Tennis court booking is limited to a 60 minute session. Each Squash court booking is limited to a 45 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.

g) One to one paid coaching is not permitted in the Centre (especially on our courts and pitches) unless prior written approval has been sought from Warwick Sport.

### **8.4 Masterclass, 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 1 (one) day for Masterclasses, 4 (four) weeks or 8 (eight) weeks for courses 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](mailto: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](mailto: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 days cooling-off period.

### 8.6 Learn To Swim

(a) Our "Learn to Swim" scheme is designed to help children between the ages of two and a half (2 ½) to sixteen (16) years of age to progress through the Swim England pathway, from early water confidence exercises to developing a range of competitive aquatic skills in a swimming environment. We cannot guarantee that every swimmer will progress to the same standard or maintain a similar rate of improvement, but we will undertake reasonable measures to

help swimmers achieve the standards required in their target award.

(b) Please make yourself aware of the contents of Clause 3, Section 3. In addition to the conditions stated under clause 8.6, you are required to observe all the conditions outlined therein.

(c) Use of swimming equipment, except where provided by us, is prohibited. We reserve the right to confiscate any swimming equipment used in the swimming pool without our prior authorisation.

(d) Parents/guardians are required to drop off their children at the Centre at least five (5) minutes before the lesson is due to start and must collect their children at the end of the lesson. Admission to lessons after 10 minutes of the start time will not be permitted. Parents remain responsible for the children in the changing areas immediately before and after the lessons. Learn to Swim Staff cannot accept responsibility for children's safety in the changing areas.

(e) Parents/guardians may watch from the spectators' area at the side of the pool but must not approach poolside during the duration of the lessons. Parents/guardians should remain contactable for the duration of the lessons in case of an emergency and, if a child is under the age of eight (8), parents/guardians must remain in the Centre (close to where the lesson is being conducted) for the duration of the lesson.

(f) Photography and use of video equipment is not permitted under any circumstances in the Centre.

(g) Parents/guardians must ensure their child is equipped with an appropriate, well-fitted swimming attire, including goggles, if required. Please note, diving goggles, including a nose guard are not permitted in Swim England lessons. Additionally, if your child swims in a wetsuit, it must not be neoprene when children are tested for distance awards, as these suits provide additional flotation.

(h) Parents/guardians are required not to allow their child to swim within forty-eight (48) hours of experiencing sickness, diarrhoea, or any infectious diseases, and ensure your child visits the toilet before starting lessons. Any child who is not fully dry-toilet trained must wear a protecting swim nappy for lessons.

(i) The swimming programme operates on a fifty (50) week rolling scheduled, and missed lessons are non-refundable.

(j) Parents/guardians are invited to register on the Home Portal. Lessons are recorded and progress will be updated by the teachers on a weekly basis. When your child is awarded a badge, you will be informed by emails, and any moves in lesson times as a result will be communicated to you in a similar manner through the Home Portal. We cannot guarantee space on a suitable lesson immediately when your child is recommended progression but we will continue to work towards the relevant stage in their allocated lesson until such a time as appropriate spaces become available.

(k) Payments for the Learn to Swim programme will be by monthly direct debit. If you take out your direct debit membership before 15<sup>th</sup> 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 15<sup>th</sup> 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 1<sup>st</sup> month or nearest working day thereafter.

(l) Subject to clause 4.3, if you have a direct debit membership, your membership is continuous until you give us a written notice to cancel. The notice 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.

(m) 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.

(n) by accepting these terms and conditions, you are agreeing to allow members of Warwick Sport to administer emergency first aid and assistance in event of an incident occurring during the duration of the lessons.

## **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** Your right to access and use the Services is in common with all other users of the Centre. You acknowledge and accept that use of the Services is on a 'first come first served' basis and you may be unable to access certain Services at particular times if they are being used by other users (for example, if all the squash courts are booked out or if the swimming pool is reserved for swim classes). Additionally, if emergency or planned maintenance is being carried out, some Services may be temporarily suspended until such maintenance is completed. We will seek to keep disruption to the Services to a minimum in such cases and will keep users of the Services informed as to any temporary access restrictions.

**11.6** 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](mailto: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](mailto: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](http://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**

We will process your personal data in accordance with the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679, Privacy and Electronic Communications 2003 (EC Directive) Regulations 2003 and any relevant replacement/subsequent European and/or UK privacy legislation, for the purposes of performing its obligations and exercising its rights under these terms and conditions. We refer you to our privacy notice: <https://warwick.ac.uk/services/sport/terms/privacy-policy.pdf>

## **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 in accordance with the displayed terms and conditions. Please note the following:

- i. Parking permits issued by the University for staff and students (where appropriate) are not valid at the Centre's car park;
- ii. For Community members: your membership of our facilities includes a maximum of three (3) hours' free parking. The Centre's car park operates an automatic number plate recognition (ANPR) system. PLEASE ENTER YOUR CAR REGISTRATION NUMBER upon your visit to the Centre. Failure to comply with the above may result in fine(s) being imposed by the car park operator (Parking Eye Limited).
- iii. By parking your car at the Centre's car park you agree to comply with the terms and conditions displayed at the Centre.

Non-Community members will continue to be subject to the usual parking tariff.

## **3. SWIMMING POOL AND SAUNA & STEAM ROOM**

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

**3.2** You must at all times follow the pool and sauna & steam 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 & steam room 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 & steam room. Persons between 8 and 16 years of age are not permitted to use the sauna & steam room unless accompanied by an adult. All sauna & steam users must adhere to the 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, users must use a towel and wipe down and, put back equipment after use to its allocated position.

## **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 one (1) week, 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.

## Annex-A

### HARLANDS GROUP TERMS & CONDITIONS

These terms and conditions will apply where you have been referred to Warwick Sport by Harlands Group.

Membership management services provided by Harlands Services Ltd - **HELPLINE** – 01444 449 166 / [c.service@harlandsgroup.co.uk](mailto:c.service@harlandsgroup.co.uk) / 2nd Floor Rockwood House, 9-17 Perrymount Road, Haywards Heath, RH16 3TW. Reg. in England No. 2982925 VAT Reg. No. GB 799711370

#### PRINCIPLE TERMS

1. This agreement is an agreement between you, us and Harlands Services Ltd ("Harlands"). This agreement commences once we countersign the membership form.
2. Your membership starts immediately.
3. You will be entitled to all the rights and privileges exercisable for the type of Membership chosen, subject to your timely payment of the fees and charges set out below and the successful processing of your direct debit instruction.
4. Harlands provides direct debit payment services to you and administers our agreement with you, in consideration for which you agree to pay all the fees and charges associated with your Membership and set out below to Harlands.

#### FEES AND CHARGES

5. The Joining Fee / Initial Payment is due and payable immediately on execution of the agreement and is not refundable other than in the event of breach or negligence by us.
6. Your obligations to Harlands include payment of the Direct Debit Payment Amount. You are obligated to make the "Minimum No. of Direct Debit Payments" stated with the first one being paid on the 1<sup>st</sup> Direct Debit Payment Date and then every month thereafter. You are obligated to make every Direct Debit Payment regardless of non attendance, except where the Agreement is cancelled in accordance with the cancellation terms below.

7. If you fail to pay any monies due under this agreement or if any Direct Debit is returned unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason, you shall pay Harlands on demand (i) an initial administration fee of £25; and (ii) any and all further reasonable costs incurred by Harlands in recovering the due fees and charges from you, including costs in tracing you if you have changed your address without telling us. Harlands' right to recover these fees and costs shall be in addition to and without limitation of our rights or those of Harlands which may exist notwithstanding the terms of our Agreement.
8. You agree to advise us promptly of any change to the Members Details provided.
9. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we or Harlands may pass the debt to a third party company for collection. In addition to any costs and charges Harlands may be entitled to under clause 7, the reasonable and direct costs incurred in employing the third party company will be borne by you including costs in tracing you if you have changed your address without telling us.

#### AUTOMATIC RENEWAL

10. Once you have completed the Minimum No. of Direct Debit Payments we will automatically continue collecting the Direct Debit Payment Amount every month. Your membership will be extended by one month for each payment ("Renewal Period"). This renewal Direct Debit payment amount may only be amended if we advise you in writing giving not less than 30 days notice. Please note if your membership included the benefit of a free period then we will stop making collections during that free period and recommence making collections on the renewal date.
11. You may prevent the Automatic Renewal at any time by giving notice to our Helpline (you should give us not less than 30 days notice). When the final minimum period payment has been taken you should also cancel your Direct Debit mandate directly with your bank.
12. Once you have completed the Minimum Number of Direct Debit payments you can cancel your Automatic Renewal payments by contacting our Helpline (you should give us not less than 30 days notice). After the final payment has been taken you should also cancel your Direct Debit mandate directly with your bank.

#### CANCELLATION

13. **Relocation:** This agreement can be cancelled in the event that your new

permanent address is more than 15 miles away from the facility upon receipt of a copy utility bill or bank statement showing the new address.

14. **Long term (over 3 month) illness or injury:** This agreement may be cancelled in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.

15. **Redundancy:** This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.

16. **Pregnancy:** This agreement can be cancelled if you become pregnant upon the appropriate written proof being given.

Please note – ANY Cancellation for the above reasons will not be effected until the appropriate proof is provided and received (in writing or via email) by Harlands or the Club.

17. **Breach:** This agreement can be cancelled if we are in breach of contract including if we do not provide facilities or services you may reasonably expect and we have fallen well below that standard.

#### **FREEZING**

18. **Temporary Illness or Injury:** This agreement may be frozen in the event of a temporary illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for a period of time.

Please note – ANY Freeze will not be effected until the appropriate proof is provided and received (in writing or via email) by Harlands or the Club. Please note – A freeze period does not affect the Minimum No. of Direct Debit Payments you are due to make and any payments remaining at the time of the freeze will remain due and recommence on a monthly basis once the freeze period has completed.

#### **GENERAL TERMS**

19. You agree to comply with the Rules of Membership which are displayed prominently in the Club and relate to opening hours, use of facilities and your conduct. We may make reasonable changes to these Rules at any time provided we give you reasonable advance notice of the change.

20. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.

21. We may assign the benefit of this agreement and our rights thereunder to a third party on notice to you. Your rights under this agreement will not be prejudiced. You may transfer your membership to another person provided that such person pay a Joining

Fee signs an agreement with us and accepts the balance of any remaining Minimum No. of Direct Debit Payments.

22. We will do our best to resolve any disputes over this agreement. If you wish to take court proceedings against us you must do so within the United Kingdom. Relevant UK law will apply.

23. If any part of this agreement is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply

24. We may terminate this agreement with immediate effect on notice to you if you are in breach of the Clubs Rules (i.e. Stealing or other criminal activities within the facility). In this event you will not be liable to pay any further Direct Debit Payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.

#### **IMPORTANT - Use of your Information**

The information held about you by Credit Reference Agencies may be linked to records relating to any person with whom you are linked financially. Read the "Use of Associated records" below before you sign.

We may instruct a third party company to search your records at Credit Reference Agencies who will add a "Footprint" of this search to their record about you. This "Footprint" will not be seen by other organisations that make searches. This and other information about you and those with whom you are linked financially may be used to make decisions about credit and credit related services such as insurance for you and members of your household, trace debtors and recover debt.

Please telephone us on 01444 449 166 if you want to have details of those Credit Reference Agencies from whom we obtain information about you. You have a legal right to these details.

You have a right to receive a copy of the information we hold about you if you apply to us in writing. A fee will be payable.

#### **Use of Associated Records**

We may search records at Credit Reference Agencies which may be linked to records relating to your spouse/partner or other persons with whom you are linked financially and other members of your household. For the purposes of this agreement, you may be treated as financially linked and you will be assessed with reference to "associated" records.