Warwick Sport Terms and Conditions
Version 1.0 September 2014

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. Please remember that if you sign up to any other of our programmes, events or facilities extra terms and conditions may apply.

If you have any questions about these terms and conditions, please write to us at warwicksport@warwick.ac.uk or speak to a member of our team at the Centre.

To make these terms and conditions easy to use / read we have split them into four sections.

Section 1 – terms and conditions of membership
All members and their guests must keep to the same terms and conditions.

Section 2 – data protection statement
Our data protection statement sets out how we collect, store and use your personal information

Section 3 – rules and regulations for using facilities
These rules apply to all our members, guests and participants of our programmes. They are necessary to make sure we can offer an enjoyable safe environment for you, and our participants and other members to share during every visit.

You and your guests must also take note and comply with the signs and notices placed around the Centre. They form part of our contract with you.

Section 4 – terms of hire of the facilities
These terms and conditions apply when you make a booking to use part of the Centre such as a sports hall, pitch, court or pool for a one-off or regular sporting activity, or ask to hire any part of the Centre to hold an event.

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 change any of these terms and conditions as they apply to your membership or use of the Centre, because of changes in relevant laws and regulatory requirements, or to reflect changes in the way we operate at the Centre.

If we have to revise these terms and conditions as they apply to your membership, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes.

Limitation of our Liability

We limit our liability to you under this contract. Please take note of paragraph 13 of section 1.

If you book part of the Centre, our limitation of liability is set out in paragraph 4 of section 4.
SECTION 1 – TERMS AND CONDITIONS OF MEMBERSHIP

Definitions that apply to Section 1:

- 'You’ the member.
- 'We and Us’ University of Warwick (also known as Warwick Sport).
- 'Centre’ all buildings, facilities, pools, courts and surrounding support areas where activity takes place.
- 'Equipment’ any sporting equipment made available by us for hire.
- ‘Services’ any services which are available at the Centre including (but not limited to) personal training, advice, physiotherapy, instruction.
- ‘Initial Period’ the initial period of membership depending on payment method chosen, as defined in Clause 5.2 and 5.3.
- ‘Guests’ individuals who use the Centre, Equipment or Services on a one-off or short-term basis, including day guests, pay-as-you-go users, conference guests or other short-term visitors.

1. INFORMATION ABOUT US

1.1 We are University of Warwick (trading as Warwick Sport) a company incorporated under Royal Charter, registered in England and Wales under company number RC000678. Our main office is University of Warwick, Coventry CV4 7AL. The address for the Centre is Sports Centre, University of Warwick, Coventry CV4 7AL, U.K. Our VAT number is GB545270058.

2. RESPONSIBILITIES OF MEMBERS

2.1 As a member you will be individually responsible under this agreement. This means that:
• you are the only person who will be able to tell us to do anything in relation to the membership;
• you will be responsible for paying all appropriate membership fees;
• you will be responsible for paying any extra charges and fees for using the facilities, equipment and services that are not covered by your membership category;
• you must keep to the rules and regulations for using the facilities set out in Section 3.

2.2 You must comply with all of our reasonable instructions and requests from time to time. You must not (and must ensure your guests, brought to the centre pursuant to paragraph 9, do 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 facilities;
• eat or drink (other than water) except in the designated areas only.

2.3 You must (and must ensure that your guests, brought to the centre pursuant to paragraph 9,):
• leave each part of the Centre that you have used in a tidy and orderly condition.
• return any Equipment that you have used of hired from us in accordance with section.
• carry out and observe all instructions relating to the use of the Centre and your behaviour or conduct which may be published by notice around the Centre.
• treat other users, members and Guests with dignity and respect, as outlined in paragraph 7 of Section 3.

2.4 If you use the Lifestyle & Climbing facilities you must complete an induction programme. Guest users of the facilities must sign a waiver.

2.5 Lifestyle facilities members must comply with the Health Commitment Statement.

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

3. MEMBERSHIP CATEGORIES

3.1 You are entitled to use the facilities within the Centre according to your category of membership. The Centre will provide you with the information about the range of facilities available and when you can use them. Each category of membership may have certain restrictions which only apply to that category of membership. You will be informed of these restrictions when you join. There will also be details available on our website.

3.2 Not all membership categories may be available at all times at the Centre. We may choose to stop offering certain categories, and will give you 1 month’s notice where this is the case. Where we stop offering certain categories of membership, we will endeavour to offer you a suitable alternative membership.

3.2.1 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 the debit or credit card, for which payment was originally made, or if payment was made in cash, in cash.

3.2.2 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 the debit or credit card, for which payment was originally made, or if payment was made in cash, in cash.

3.3 If you have a disability which means that you need someone to help you use the facilities at the Centre you can sign your assistant in as a guest. You will not have to pay a fee. However, the assistant can only use the facilities to help you. If your assistant would like to make use of the facilities they will be subject to the relevant guest charge).

3.4 Where we make any changes, pursuant to this Agreement, that affect your membership category and you are unhappy with them, you may cancel your membership by giving 1 month’s notice in accordance with Paragraph 7. Your membership will end following the end of the 1 month notice period, at which point we will give you a pro-rata refund of any payments made in advance for your current membership.

3.5 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.

3.6 Changing your membership category

(a) We realise that your needs can change over time, so you can apply to change your membership category by contacting the Centre. You will only be able to do this after the Initial Period of your membership. Guests are not permitted to change their memberships.

(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 ‘top up’ your membership at any time. Your 12 months period will begin again once you have completed this.

4. MEMBERSHIP CARDS/ENTRY TO CENTRE

4.1 If you are staff or student who is registered with the University, your membership card will be your University ID card. If you are external to the University Community you will be given a temporary membership card for the Centre, or must show your relevant key at the Centre.

4.2 You must have your University ID card, membership card or key with you each time you enter the Centre. We may refuse to allow you to enter the Centre if you do not have this. If you lose your University ID card you must follow the normal University replacement procedure for replacement. External members’ membership cards may be replaced, and we will charge an administration fee of £10. You should contact the Centre if you lose your relevant key.

4.3 You must not allow any other person to use your University ID card, membership card or key. If another person uses your University ID card, membership card or key to access the Centre, we may suspend or end your membership, or take any other necessary action against you.

4.4 Guests will be asked to sign in, in addition to showing their membership card or key, for health and safety reasons.

5. MEMBERSHIP FEES AND PAYMENT DETAILS

5.1 You will make payments for your membership fees using one of the following schemes: annual payment, termly payments or by direct debit, unless you are a Guest and should follow the payment procedure in paragraph 5.4. This will all be explained to you upon application.

5.2 Annual/Termly membership payments

(a) University Community

Annual memberships are calculated in line with the year 1st September – 31st August. Staff & Student Termly Memberships are calculated in line with the academic year term start dates. Termly memberships will be calculated in line with the University term start dates. All of these memberships are for an initial period of 12 months. Your membership will end automatically after this initial
period, and you will have to sign up for a new membership should you wish to continue. **You must pay your full membership fees up front with your application for membership.**

(b) **Non University community**

Your annual membership runs for an initial period of 12 months and is calculated on full calendar months. We calculate these memberships in line with a full calendar year after you make your application (i.e. if you apply on 23rd June your period is 1st July to 30th June). Your membership will end automatically after this initial period, and you will have to sign up for a new membership should you wish to continue. **You must pay your full membership fees up front with your application for membership.**

5.3 **Direct debit membership payments**

(a) Membership will begin on the day you make your application.

(b) Your membership will run for the initial period, which is at least 6 full calendar months and will continue then indefinitely until you give us at least one month’s full calendar notice in writing in line with cancellation terms found in Section 6.

(c) If you wish to end your membership after the end of the initial 6 month period, you must tell us in writing giving at least one full calendar months’ notice (See Paragraph 7 – giving notice to us).

(d) As a new member you will need to pay an administration fee of £15 when you join. Details of this fee are also available on our website.

(e) You will need to pay an amount to cover your membership fee from the day that you join. Anyone joining from 25th month through to the 4th will pay their administration fee and that month’s membership fee. If you join between the 5th and 24th of the month, you will need to pay your administration fee and for membership for the current month plus the whole of the next month.

(f) When you apply to join, you will need to have your photograph taken. This is to allow us to check your identity when you enter the Centre.

(g) Your minimum commitment to pay is 6 months. We calculate your membership fees in 12 monthly instalments. Monthly payments are due on the 1st of each month and cover that month. We will ask your bank for your monthly payment around the first working day of each month.

5.4 **Guest membership payments**

(a) Membership will begin on the day Guests make their application, or are signed into the Centre, whichever is applicable.

(b) Guest memberships will run for the term specified by the Centre.

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

(d) **Where fees are payable, Guests must pay their full membership fees up front with their application for membership, or on being signed into the Centre, unless otherwise specified by the Centre or agreed between the Guest and the Centre.**

5.5 **Other charges**

There may be an extra charge for a small number of facilities and services. We will display the Charges on our website and at the Centre.

6. **ENDING YOUR MEMBERSHIP**

6.1 **You wish to end your membership**

(a) If you have an Annual or Termly membership, your membership will end automatically at the end of the term.

(b) If you have a Direct Debit membership, your membership is continuous until you give one calendar month’s notice to end your membership, in which case it will finish at the end of your notice period. Any Direct Debit memberships will be notified of any price changes in advance.

(c) From time to time we may have to increase our Direct Debit membership fees and we will give you adequate advance notice of this. You can end your membership at any time on one calendar month’s 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 paragraph 7 before the change in fees is due to apply.**

(d) If you have a Guest membership, your membership will end automatically at the end of the term.

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

6.2 **Ending your membership early where your circumstances change**
(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 facilities (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 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 or to continue to be a member.

(b) To end your membership for one of the reasons listed above, you must give us notice in writing in line with paragraph 7. Your membership will end on the last day of the month in which we receive your notice and your accompanying evidence, whichever we receive later, as long as we receive this no later than 10 working days before the end of the calendar month. Otherwise your membership will end at the end of the following month.

(c) You must give us suitable evidence, but you do not need to provide this at the time you give us notice.

(d) 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 for an annual or termly period, 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. Refunds will be paid back onto the debit or credit card, for which payment was originally made, or if payment was made in cash, in cash.

6.3 We may end your membership where this is your fault

(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 Director of Sport.

(b) We also may end your entire membership in the following circumstances, at the ultimate discretion of the Director of Sport:

• if you break or repeatedly break this membership agreement and you do not or cannot put it right within seven days of us writing to you;
• if you break the Centre rules;
• if with your knowledge or permission, another person uses your membership to gain access to the Centre; or
• if you or your guest(s) 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.

6.4 If we cancel your membership for any of the reasons in 7.2 above, we have the right to keep a proportion of the money you have paid under the agreement to cover any reasonable costs that we have had to pay.

7. GIVING NOTICE TO US

7.1 If you want to give notice to us, it must be in writing to the address of the Sports Centre (see Paragraph 1) Notices must be addressed to 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.

7.2 Your notice is not effective until we have received it. 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.

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

7.4 From time to time we may need to contact you about your membership, so it is important you let us know your address, contact phone number or 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 or notice period will run from the first day of the following month.
7.5 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.

7.6 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 as if we received it on first day of that month and notice period will run from that day.

8. **MEMBERSHIP SUSPENSION (HOLIDAYS)**

8.1 If you have an Annual or Termly membership, there is no ability to take a ‘membership holiday’ or suspend your membership. There are no exceptions to this rule.

8.2 If you pay or your membership by direct debit, you can suspend (holiday) your membership for a single period between three and nine calendar months within any 12 month period. You will not be able to have a membership holiday for individual months.

8.3 If you would like a membership holiday, you must fill in a cancellation/suspension form available at the Centre or by e-mail from sportmemberships@warwick.ac.uk, specifying the reason for your requested membership suspension.

8.4 Where the Sports Director of the Centre considers, at his absolute discretion, that the suspension reason is valid, 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 the Centre has received the signed membership suspension form. We strongly advise that you get proof that we have received it.

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

8.6 Suspending your membership is not the same as ending your membership.

9. **BRINGING GUESTS**

9.1 You can introduce guests to the Centre. You are responsible for your guests at all times, and must:

- sign guests in at the Centre reception;
- stay with guests at all times;
- make sure the guests are aware of, and keep to, our rules and regulations set out in Section 3, and the various notices around the Centre.

9.2 All Guests are subject to the provisions of Sections 1, 2, 3 and 4 and must abide by our rules and regulations set out in Section 3 for using our facilities and the various notices around the Centre.

9.3 All Guests must pay the appropriate fee to use the facilities at the Centre in accordance with Section 5.4.

10. **EQUIPMENT**

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

10.2 You must return Equipment at the end of the session or by the time and date specified, in the state it was in when you borrowed it.

10.3 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 accepted). 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.

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

11. **SERVICES**

11.1 We will use our 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. We will not be responsible for any injury or damage which occurs because you have not told the advisor or have not followed their advice or instructions.

11.2 Some Services, including physiotherapy, and some exercise classes, are made available at the Centre but are provided by our third party associates. Those Services are subject to the third
party’s own terms and conditions. A list of the Services provided by third parties at our Centre, and terms and conditions which apply to them, can be found on our website. Please make yourself aware of these third party terms and conditions before you use these particular Services. WE ARE NOT RESPONSIBLE OR LIABLE TO YOU IN ANY WAY FOR ANY SERVICES PROVIDED BY A THIRD PARTY.

12. MAKING CHANGES TO THE CENTRE OR ITS FACILITIES, SERVICES AND ACTIVITIES

12.1 We have the right to increase reduce or withdraw certain facilities, services and activities in any part of the Centre either permanently or temporarily.

12.2 If we decide to make other changes to the facilities, services and activities available at the Centre we will give you notice by displaying updates on the noticeboards at the Centre.

12.3 We will display opening and closing time for you at the Centre reception and/or on our website. Opening times may vary during holiday periods. We will let you know about these temporary changes on the Centre noticeboards. We will give at least one months’ notice if we reduce opening hours of the Centre.

12.4 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. We will endeavour to give as much notice as possible and if you are unhappy with changes, there will be a maximum amount of time given to express your concern.

13. LIABILITY

13.1 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.

13.2 If you or your guest suffers any accident, injury or death on the premises or within the grounds of the Centre as a direct result of our negligence or our failure to take responsible care, we will compensate you for any proven losses which you or your guest suffer as a result of this, in which event the limit of liability in clause 16.4 will not apply.

13.3 You should lock all of your belongings and personal property in the lockers provided around the Centre. We do not accept liability for theft, loss or damage to your property (or a guest’s property) that may happen 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 or our failure to take responsible care.

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

13.5 Notwithstanding clause 13.2 and 13.3, if we are found to be liable to you for any losses, damage or compensation under this agreement (whether as a result of our breach of this agreement 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 for you for any type of loss or damage that does not occur as a direct result of our breach of this agreement, or negligence or our failure to take responsible care.

14. COMPLAINTS AND FEEDBACK

14.1 We are committed to making sure our members are satisfied with the service we provide, but we are realistic enough to know that things always go according to plan all the time. If you or your guests have a complaint, we want to know about it as soon as possible so that we may fully investigate it and sort the matter out.

14.2 If you have a complaint, 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. If you are still not satisfied with any response you should contact the Head of Operations at the Centre by e-mailing sportmemberships@warwick.ac.uk, outlining your complaint and addressing it for the attention of ‘Head of Sports Centre’. If you are still not satisfied, you can write to the Director of the Centre, by e-mailing sportmemberships@warwick.ac.uk, outlining your complaint and addressing it for the attention of ‘Director of Sports Centre’.

15. ENGLISH LAW

15.1 The Agreement is governed by English law and the parties shall submit to the exclusive jurisdiction of the English courts.
SECTION 2 - DATA PROTECTION STATEMENT

1. COLLECTIOI NG AND USE OF YOUR DATA

1.1 From time to time we may collect and use personal information about you and your guests. This includes information that you give to us when you:

- register as a member of the Centre;
- fill in any health or medical questionnaire, or consent form (for example for lifestyle or climbing facilities);
- contact us about using or hiring the Centre or any facilities.

1.2 We may collect the following information about you:

- name, address, phone number, email and (where applicable) student/staff ID number
- payment card or bank account details;
- details of any medical or physical condition or disability;
- other details appropriate to your use or hire of the facilities.

1.3 We will use your information to administer your membership, to ensure your wellbeing at the Centre and to provide you with access to the Centre, use of the facilities or equipment and/or in connection with a booking for hire of the facilities.

1.4 We will only use your data in accordance with the permissions granted. We will always comply with the Data Protection Act 1998 with regard to your personal information.

2. SENSITIVE PERSONAL DATA

2.1 You acknowledge that we will collect, store and use certain sensitive information about you including any physical or medical condition or disability. By applying for membership and using the Centre, you consent to us using that sensitive information to provide you with facilities 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 facilities or Equipment at the Centre; or for medical reasons, or where necessary to ensure that you receive any Services.

3. YOUR GUEST’S DATA

3.1 You guarantee to us that you have the permission of your Guests to share their personal information with us, and for us to use it as set out in this Data Protection Statement.

3.2 You guarantee that your Guests consent to us using any sensitive information about any physical or medical condition.

3.3 You are responsible for ensuring that your Guests see a copy of this Data Protection Statement.

4. SHARING OF YOUR DATA

4.1 We may share your personal information with the Student Union and with other departments of the University from time to time. We may also share your information with any person or company in order for us to provide you with access to the Centre and facilities, or who may provide Services to you in accordance with this agreement.

4.2 We may share your personal information with any person or company as necessary in connection with any booking for hire of the Facilities under Section 4 of this Agreement.

5. SECURITY

5.1 We apply appropriate security measures to ensure your personal and sensitive information (and that of your guests) is not lost, destroyed or damaged.

5.2 All members are entitled to see the information that Warwick Sport hold, and make changes and keep it updated.

5.3 By law we can charge the member a fee of up to £10 to meet the costs of providing the member with the personal information on them that Warwick Sport holds.

6. MARKETING

6.1 We will only use your personal information to contact you for marketing purposes by text or email where you have agreed that we may do so (for example by ticking a box on a form used to collect your information), or where any marketing is in connection with services associated with or similar to your membership.

7. CHANGES TO YOUR DETAILS
7.1 Each member is 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 (except when used for assistance)

1.2 To protect the safety of all members and guest 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 should not use the Centre if you have an infectious 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 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 paragraph 8.

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.

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) for adult only swimming, classes, lessons or event activities. We will always try to inform you beforehand about these types of sessions.

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

3.5 Children aged 11 and under must be accompanied and supervised in the pool by a member over the age of 18.

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

3.7 Swimming pool members attending a length session must be able to swim one length continuously. For safety reasons 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.

4. CLIMBING FACILITIES

4.1 Before you commence using the climbing facilities you will be asked to sign a competency questionnaire & disclaimer. Guests must sign a waiver

4.2 You must abide by the climbing “code of practice”.

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 children aged 5-11 must be accompanied by an adult in a ratio of no less than 1.
4.5 You must not get change in the climbing area, and should use the changing facilities provided.

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 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 do strenuous physical activities without seeking medical advice.

5.4 To make sure you get the best possible experience and return from every activity at the Centre, you should always make sure you warm up properly and take time to have a cool down.

5.5 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 13.

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 of damage to these items.

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

6.3 If you find lost property you must hand it to club reception immediately. We will hold items for three weeks before we hand them to charity.

6.4 Equipment / belongings cannot 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. **BEHAVIOUR**

7.1 We operate a strict code of conduct which applies to all members and guests 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 good manners, and respect their authority and reasonable decisions.

7.3 Do not use rude or offensive language particularly within the earshot of other members or guests. Always remember that language that you often use or which may consider to be acceptable may be offensive to others.

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

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

7.6 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 violent 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, member or Guest 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. You should not feel that you should have to tolerate this behaviour and if at all possible you should make it clear to the person causing the offence that such behaviour is unacceptable to you. Where you do not feel comfortable doing this, or it is not appropriate, we would strongly encourage you to complain or ask for advice, by contacting the ‘Director of Sport’ at sportmemberships@warwick.ac.uk, who will respond to you as soon as possible or put you in touch with a relevant person at the University.

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):

(a) ask you and/or your guest to leave immediately;
(b) end your membership;
(c) take any other action against you that we think is appropriate.
SECTION 4 HIRE OF THE FACILITIES

Our sports halls, fields, courts, pitches, pools, meeting rooms, balconies and social facilities are available for hire for one-off or regular sporting activities or for special events. The terms and conditions in this Section 4 apply to the hire and use of our facilities. They apply in addition to the terms and conditions in Sections 1 – 3 of this agreement.

Definitions that apply to section 4:
The following terms apply to this section 4 in addition to those already defined in sections 1 - 3
- "Facilities" the premises or facilities hired under this agreement including any additional facilities used at your request, which include sports halls, field, courts, pitches, pools, meeting rooms, social facilities, and balconies. A full list of facilities which can be rented out are detailed on our website.
- "Activity” the one off or regular activity to be carried out at the Facilities.
- “Event” the special event organised by you to be held at the Facilities.
- “Booking” an application to hire part of the Facilities for a one off Activity or Event on a specified date and time, or for regular Activities.
- “Charge” the charges payable by you for hire of the Facilities.

1. BOOKINGS

1.1 Your contract for hire of the Facilities is with the University of Warwick.

1.2 Sports halls, fields, courts, pitches and pools can be booked for Activities. Any part of the Centre may be booked for an Event, subject to our approval in accordance with this clause 2.

1.3 Certain Facilities can be Booked online via our website for specified one-off Activities. Online Bookings must be paid for in advance. Please note clause 4 which sets out rights with regards to cancellation of your online Booking.

1.4 Except as set out in 2.3 above, all Bookings must be in writing on our official application form.

1.5 You must submit your completed application form together with the required deposit (if any) within 14 calendar days of your enquiry. All deposits are non-refundable.

1.6 All Bookings are subject to our written confirmation. This means that we will not guarantee any Booking until we have received your application form and deposit, and we have issued our confirmation of your Booking.

1.7 Notwithstanding clause 2.6 of this Section 4, we will use our reasonable endeavours to provisionally hold the date and time for your Booking for 14 calendar days after your initial reservation. If you do not receive your completed application form within 14 days of your reservation, your Booking is presumed cancelled and we may hire that part of Facilities reserved by you on your chosen date and time to any third party.

1.8 We reserve the right in our absolute discretion, at any time, to:
  (a) refuse any application to hire Facilities.
  (b) refuse admission to any person or organisation.
  (c) evict any person from the Facilities.

2. HIRE CHARGES

2.1 Unless we agree otherwise all bookings for hire of the Facilities must be paid for in advance at the time of Booking. Your Booking will not be confirmed until we have received payment in full.

2.2 Where you have paid a deposit in connection with your Booking, the balance will be due no later than [ ] before the date of the Activity or Event. You must pay the balance immediately after we send the invoice to you.

2.3 If you do not pay the Charges when they are due, we may charge you interest (both before and after any judgment) on the amount unpaid at the rate of 4% per annum above National Westminster Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). If your Booking is for a regular Activity, we will not guarantee your Booking for future dates.

2.4 We will make clear whether any taxes are payable in addition to the Charge, and, if they are, whether these have already been included within the Charge or not. The Charge shown on the Booking form is exclusive of VAT. VAT will be added where applicable. The Charge shown in our online screens is inclusive of VAT.

2.5 If you are a consumer, you should receive details of the Charge inclusive of VAT. If you are not sure whether this is the case, please contact us at sportsales@warwick.ac.uk for clarification, detailing your booking and the charge.
2.6 If you ask us to provide additional Facilities or any Equipment, these will be charged to you at the rates that apply at the date we supply them. The total Charges will be adjusted accordingly.

2.7 If you book Facilities more than a year ahead, we may need to increase our charges and will inform you of this no later than 11 months before the date of your Activity or Event.

3. CANCELLATION

3.1 Cancellation by you

(a) You acknowledge that under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Agreement for the hire of Facilities is a limited contract in respect of leisure activities on a specified date, and that you do not have any automatic right to cancel this Agreement during any “cooling off period”. Your only cancellation rights are as set out in the rest of this clause 4.

(b) If you wish to cancel your Booking, you must inform us as soon as possible, in writing, to sportsales@warwick.ac.uk.

(c) If you cancel the contract before the event, at the discretion of the Director of Sport. You must pay to us the following by way of agreed liquidated damages:
   - Less than 1 week 100% of total Charge
   - Less than 1 month 90% of total Charge
   - Between 1-5 months 75% of total Charge
   - Between 6-12 months 50% of total Charge
   - Over 12 months deposit only

(d) If you cancel your Booking within any period specified in paragraph 3.1(c), you will be responsible for covering any cost associated with the cancellation of any related ancillary contracts, for example, contracts for foods and drink, first aid or other vendors that have been booked for the Activity or Event.

3.2 Cancellation by us

(a) We have the right to alter or cancel any Bookings that we cannot keep for reasons beyond our control.

(b) We reserve the right to transfer or cancel Bookings up to and on the day of the Booking, as necessary, due to conditions caused by bad weather for safety reasons or longer term damage. The decision will be made in consultation with the Estates Ground staff and the Director of Sport.

(c) We will notify you of any cancellation as soon as reasonably practicable in the circumstances, and you acknowledge that this may be on short notice.

(d) If we cancel or transfer any Booking, we will either
   - refund the full amount of the Charges relevant to the cancelled Activity or Event including any deposit paid; or
   - offer you the opportunity to hold your Activity or Event on a different day, in which case we will not refund any Charges.

3.3 Clause 3.2(c) sets out our entire liability to you in respect of our cancellation of any Booking. Under no circumstances will we be responsible to you for any loss or damage that you suffer as a consequence of our cancellation, including any ancillary contracts that are cancelled as a consequence.

4. RISK, INDEMNITY AND INSURANCE

4.1 YOUR USE OF THE FACILITIES IS ENTIRELY AT YOUR OWN RISK.

4.2 YOU ARE SOLELY RESPONSIBLE FOR ENSURING THE FACILITIES ARE SUITABLE FOR THE ACTIVITY OR EVENT. We do not provide any warranty, representation or undertaking as to the quality, fitness for purpose or suitability of the Facilities provided under this Agreement, except that we shall use our reasonable endeavours to provide any such Facilities with a reasonable degree of skill, care and diligence.

4.3 YOU ARE SOLELY RESPONSIBLE FOR THE SAFETY OF ALL PERSONS WHO ATTEND YOUR ACTIVITY OR EVENT. Your Activity or Event will not be supervised by any coach, lifeguard or safety personnel. The University shall not be held responsible for the death or personal injury of anyone attending a sports Activity or Event unless such death or personal injury is caused by or arising out of the negligence or breach of statutory duty by the University or its employees or agents.

4.4 You shall indemnify the University and its employees against all losses, costs, claims and damages which may be made against us or them (including without limitation claims by any person attending your Activity or Event) in respect of your use of our Facilities or resulting from your breach of this Agreement. You must have appropriate insurance cover in place against these risks.
5. **OUR LIABILITY TO YOU**

5.1 This paragraph 5 sets out our entire liability to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for our breach of this Agreement or any negligence or wilful misconduct by us or our employees. Nothing in this agreement shall limit or exclude our liability for death or personal injury caused by our negligence or that of our employees or agents; for fraud or fraudulent misrepresentation; or for any other act, omission, or liability which may not be limited or excluded by law.

5.2 Subject to paragraph 5.1 and 5.3 if we are found to be liable to you for any losses, damage or compensation in connection with your Booking (whether as a result of our breach of this section 4 of the agreement or otherwise), our total liability to you shall be limited to the total Charges paid or payable by you in relation to the Booking. We will not be liable for you for any type of loss or damage that does not occur as a direct result of our breach of this agreement, or negligence or our failure to take responsible care.

5.3 We shall not have any liability to you for any loss of profit, business, opportunity, reputation or goodwill, or for any indirect or consequential loss arising under or in connection with this agreement or your Booking of the Facilities.

5.4 Except as expressly provided for in this agreement all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

6. **PROPER USE OF THE FACILITIES**

6.1 You are not permitted to carry out any alteration to any building hired to you or to change or alter any fixtures, fittings, floor markings, decorations or equipment hired to you without our prior written approval.

6.2 Floor surface markings (Indoor Facilities): You are not permitted to use ‘tape’ on the floor, for any purpose, without our prior written agreement. This includes the need to use ‘tape’ to lay carpet, secure extension leads or any other equipment.

6.3 You are responsible for, and shall carry out with reasonable skill, care and diligence:

6.4

- the administration, organisation and running of your Activity or Event and you must comply with conditions laid down by us. If you want us to organise a special event for you, this will be subject to a separate contract.
- the effective supervision and control of all visitors, spectators, children, officials and any other attendees, and the maintenance of good order in accordance with University ordinances, regulations and rules. You must have an appropriate number of supervisors in place to control the specific number of attendees you have.
- leaving the premises, including all facilities, changing rooms, toilets and showers in a clean and tidy condition. If you do not do this to our satisfaction, we shall charge you for the cost of any necessary additional cleaning.
- ensuring that there are sufficient stewards and officials on hand during the period of hire to ensure full compliance with all relevant health and safety legislation, including an appropriate number of first aiders.
- ensuring that all users wear the correct clothing/footwear. Under no circumstances are outdoor shoes permitted for indoor facilities.
- ensuring that all accidents are reported forthwith to University staff on duty.

6.5 If you are unsure about the appropriate level of supervision, stewards, officials or first aiders to cover an Activity or Event, please contact sportsales@warwick.ac.uk as soon as possible for advice. We can give advice and obtain additional first aiders, stewards or officials at an additional cost.

6.6 You must pay for all damage caused to the facilities or any of our property as the result of the Booking.

6.7 Users of the Tarkett 3G pitch are able to wear moulded studs but the use of blades and longer metal studs is not allowed due to the damage it may cause to the surface.

6.8 Under no circumstances should moulded or studded football boots be worn on pitches 1 and 2 due to the damage it can cause to the surface.

6.9 You are responsible for ensuring that this is adhered to and we may cancel any future Booking by you where it is found that the wearing of inappropriate footwear has occurred.

6.10 We are not liable for any accident, injury, loss or damage you, or any of your attendees, first aiders, stewards, officials, or supervisors suffer as a result of your failure to use the facilities properly, as outlined in this paragraph 6.
7. **HIRE NON-TRANSFERABLE**

7.1 Your right under this agreement to hire our Facilities and any Equipment is not transferable. You must not hire the Facilities or any Equipment to any other person or organisation.

8. **PUBLICITY**

8.1 You may not use in your publicity the University of Warwick or Warwick Sport name or logos without our prior approval in writing.

8.2 We do not expect you to take inappropriate pictures of your Activities or Events, and if you use an appropriate picture of your Event or Activity in public, you should ensure it does not have any adverse reputational impact on Us.

8.3 We may request to take photographs of your Activities or Events. If we do so, we will obtain all appropriate consent from you and any attendees of your event before doing so.

9. **GAMING AND LOTTERIES**

9.1 No betting, gambling or gaming is permitted on the University premises.

10. **SPONSORSHIP, BROADCASTING OR TELEVISION**

10.1 You may not grant sponsorship sound or television broadcasting or filming rights without prior consent in writing from the University. It will be a condition of any permission granted that the University reserves the right to be a party to any such agreement and to share with the Hirer income and publicity derived from any such agreement.

11. **CATERING**

11.1 You must make own catering arrangements at the Facility. We are not responsible for providing catering except under a separate contract.

12. **ALCOHOLIC DRINKS**

12.1 Consumption of alcohol is prohibited in all sports facilities with the exception of the Cryfield Centre social area following licensing laws. Alcohol may only be consumed in the licensed premises on campus.

13. **PERSONAL PROPERTY**

13.1 All property belonging to you or your visitors is brought on to the campus entirely your own risk. Groups and voluntary organisations are responsible for the security of all property or valuable possessions brought onto University premises and are advised to arrange separate insurances for such property and valuable possessions.

14. **DBS**

14.1 It is the responsibility of all groups and voluntary organisations accompanying children and vulnerable adults, using the University’s Facilities, to comply with legislation governing the protection of such persons. It is the policy of the University to seek assurances of such compliance and accordingly by signing the booking form You warrant and represent:

- That appropriate Disclosure and Barring Service (DBS) checks have been conducted in relation to all staff and/or volunteers accompanying children or vulnerable adults while on University premises; and
- No person whose checks indicate that he or she is unsuitable to work with children or vulnerable adults will be included in any activities taking place on the University’s premises.

Name: ____________________________________________________

Signature: _________________________________________________

University Card ID (if applicable): _______________________________