The University of Exeter
UoESport - Terms and Conditions ("the Conditions")
All use of the Facilities by Members and Users is subject to these Conditions.

DEFINITIONS
Agreement: means together the Application Form, Membership Fees (as published from time to time) and these Conditions.
Block Booking: 3 or more weeks of regular bookings made through our sportsbookings department.
One-off Booking: A one-off booking made through our sportsbookings department.
Front of House Booking. A booking made at reception or online by a member or another user.
Campuses: Streatham Campus and St Luke's Campus, University of Exeter.
Conduct: The behavior and standards required in the facilities as displayed within the facilities or otherwise notified to Members and users and as set out in these terms and Conditions.
Facility/Facilities means the Sports Centres on Streatham campus and St Luke's campus and shall include the bookable facilities. This includes facilities such as; the Cricket Centre, astro pitches, swimming pool and gyms on both campuses as well as other sports facilities of the University, including DuckesMeadow and Topsham Sports Ground designated in writing by UoESport from time to time.
Initial Term: means the minimum duration of this agreement as agreed at the time of application dependent on the membership category.
Member: means a current member of the Facilities ('you').
Membership Fees: means the charges payable for your category of membership set out in your Application Form for use of the Facilities. Additional charges for Membership Fees also include separate re-join fees for any lapsed payment as applicable.
Sports Booking Form: means the pre-booking check form to be completed and signed by the member or user making a one-off or block bookings.
Salary Deduction Scheme: means the University's salary deduction scheme available to Staff.
Staff: means the University's employees who are paid via payroll.
University means the University of Exeter acting through UoESport ('we/us/our').
User: means you, any member, any user(s) of the facilities through the non—member 'pay as you go' route and/or authorised guests.
Working Days: Monday — Sunday subject to advertised opening and closing times excluding notified closed days of UoESport.
General Memberships Terms and Conditions

1. Commencement, Initial Term and Continuous membership
1.1 This Agreement shall commence on the date of joining following acceptance of your application and shall continue in force for the Initial term subject to earlier termination set out in conditions 4 or
5. Membership paid by monthly payments shall automatically continue after the Initial Term until terminated in accordance with conditions 4 or 5.

2. Membership and Entry
2.1 On UoESport's acceptance of an application, a confirmed member will be issued with a membership card (staff and student will use University ID card) which will remain the property of UoESport. Membership to the Facilities is personal to a member and is nontransferable. The membership card must not be used by anybody except the card holder. Any misuse of a membership card may result in the termination of membership.
2.2 UoESport reserves the right to reject any application for membership or renewal of membership.
2.3 Members must notify UoESport of any changes to contact details.
2.4 UoESport reserves the right to refuse admission to or the use of any of the facilities to any person, persons, groups or teams, and this shall be at UoESport's sole discretion. Members will be required to cease using facilities or not start using facilities at times specified.

3. Membership Fees
3.1 Members shall pay membership fees. The payment method shall be agreed at the time of the application and may include (but is not limited to): payment in full or payment in monthly instalments by direct debit and deductions from payroll (for UoE Staff only) or payment via an annual commitment across 3 terms.
3.2 Membership fees may be subject to annual price changes as agreed by UoESport management. Members will be notified prior to any increase by email or letter. If you do not wish to accept an increase in subscription, you may cancel the membership by giving UoESport not less than one month's
written notice. The Member giving notice must continue to pay the membership fees at the current rate immediately prior to any proposed increase until the end of such notice period. UoESport will refund the proportion of the membership fee that has been paid by you for the period after the expiry of the notice.
3.3 If you upgrade your membership to a different membership category, you will be liable for the increase in membership fees. You are not permitted to downgrade your membership during the initial term.
3.4 All users must be a valid member or have paid the appropriate non-members fee to use the facilities.

4. Termination by us
4.1 Without prejudice to any other rights or remedies which you or we may have, we may terminate this agreement immediately on giving written notice to you if:
- you fail to pay any amount due under the agreement on the due date for payment; or
- you commit a material breach of the agreement and/or conduct; or
- you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant your membership; or
- your membership or membership card is misused; or
- you contravene the UK Bribery Act 2010 or Equality Act 2010.

4.2 On termination of this agreement however arising, condition 9 shall survive and continue in full force and effect.

5. Termination by You:
5.1 During Cooling Off Period
You have a period of 14 days from the date of the application to cancel this agreement for your membership and receive a full refund.
5.2 After Cooling Off Period
Student Memberships
Memberships are paid upfront, and you are committing to a fixed term period. After the 14-day cooling off period you may request to terminate this agreement, in writing, if one or more of the following 'lifestyle events' occurs, and you supply independent appropriate supporting documentation acceptable to UoESport to establish that:
- You have sustained a long-term injury or illness;
- You have moved more than 10 miles away from the facilities;
- You are no longer studying at the University.

A refund will be provided for the remaining weeks or months that are left on your membership from the day of cancellation until the end of your membership.
Staff, Public Memberships (any category) and Swim School Direct Debit
Memberships can be paid upfront, via direct debit or via salary deduction (staff). Swim school is only paid via direct debit. After the 14-day cooling off period you may request to terminate this agreement by giving one month notice from the date of your next direct debit or salary deduction payment. If paying upfront, you are committing to a fixed term period. You may request to terminate this agreement, in writing, if one or more of the following 'lifestyle events' occurs, and you supply independent appropriate supporting documentation acceptable to UoESport to establish that
- you have lost your job due to redundancy or have left your position;
- you have sustained a long-term injury or illness;
- you have moved more than 10 miles away from the facilities.

Acceptance of the written notice is deemed once you have received confirmation of cancellation of your membership from us in writing.

6. Booking Conditions for Hire of Bookable Facilities and Classes
6.1 Members and users may make an advance booking. Members can book up 14 days and non-members up to 7 days ahead for any bookable facility or class. Any use of a bookable facility or attendance at a group exercise class is payable in addition to any membership purchased. Prices will vary according to the membership.
6.2 An individual member is not permitted to book a single activity for more than two consecutive slots per day.
6.3 An individual member is not permitted to book additional or different courts at the same allotted time of a booking.
6.4. An individual member is not permitted to book more than one space in a fitness class with their own membership. Any additional person must be booked as a non-member and pay the appropriate fee.
6.5 The member or user must register their attendance for a fitness class at reception or via the reception kiosks before attending a class.
6.6 UoESport reserves the right to amend or cancel bookings that exceed the points 6.2, 6.3 and 6.4 without notification.
6.7 Non-members must pay for the activity and group exercise class at the time of booking.
6.8 Members must pay for the activity and group exercise class if the booking is more than £10.
6.9 Block bookings or one-off bookings are subject to full payment in advance.
6.10 Block bookings or one-off bookings will be charged at non-member prices.
6.11 The named member or user must be the person attending the fitness class.
6.12 The named member or user must be in attendance for any booked activity. A member cannot make bookings and not attend. UoESport reserves the right to cancel the booking if the member is not in attendance without a refund.
6.13 Booking Times, Equipment Setup and Clearance
All facility bookings include any time required for the setting up, preparation, dismantling and removal of equipment associated with the booked activity.
Users must ensure that all equipment is returned to its designated storage location and that the facility is cleared and ready for the next booking by the scheduled end time. Access to facilities before the allocated booking start time, or continued use beyond the scheduled finish time, is not permitted without prior agreement from UoESport. Where additional setup or clearance time is required, this must be arranged in advance and may be subject to additional booking charges.

7. Activity, and Fitness Class Cancellations or Movements

7.1 Block booking or one-off booking cancellations requested more than 7 days in advance of your booking will be approved and a full refund or full credit note will be provided.

7.2 Block booking or one-off booking cancellations that are requested with less than 7 days notice will be subject to a charge equivalent to 50% of the total fee. As an alternative subject to availability, we will move the booking to another date, but new date must be provided and confirmed before the original date

7.3 Block booking or one-off booking cancellations with less than 24 hours notice will not be entitled to a transfer, refund or movement to an alternative date

7.4 Front of House bookings cannot be cancelled within 24 hours' notice of the booking. You will be offered alternative space (subject to availability and only available to be moved once), if applicable no refunds will be offered.

7.5 Front of House bookings can be cancelled with more than 24 hours' notice, where applicable a full refund will be offered or you will be offered alternative space (subject to availability and only available to be moved once).

7.6 Fitness classes can be cancelled up to the start time of the class. A refund will be provided if applicable, or we will move the booking to another date and time (subject to availability and the 7 day or 14 day booking rule).

7.7 UoESport reserves the right to implement a penalty scheme for any continued non-attendance to classes. This could be in the form of a financial penalty, removal of booking rights, or even cancellation of your membership.

8. Members or Users making a booking shall:

8.1 Comply with all requirements relating to health and safety, as communicated by us and shall, if requested by us carry out a risk assessment for the use of the bookable facilities and shall comply in all respects with that risk assessment or our risk assessment as the case may be; anyone using the bookable facility and/or any equipment therein must be appropriately qualified to do so.

8.2 Comply with all other requirements and/or regulations relating to the use of the bookable facilities as communicated by us.

8.3 If reasonably required by us in relation to a booking of a bookable facility, the member or user must obtain (or obtain) Public Liability Insurance to the value of £10m and produce a copy of the same to us, when requested.

8.4 Indemnify the University in respect of the cost of making good any damage to the bookable facility arising from the said booking of that facility.

8.5 Indemnify us against any damages, losses, costs, claims or expenses incurred by the University towards a third porty arising out of or in connection with the use of the bookable facility, whether arising by reason of the member or user's negligence, failure to comply with the obligations in this agreement or otherwise.

8.6 Confirm that the content of the pre-booking check form is true and accurate and that he or she shall immediately notify UoESport of any change to the information therein in relation to block bookings and or one-off bookings.

9. Facilities and Conduct

Members and Users must comply with and observe the following:

9.1 Members and users must produce their membership card on each visit to UoESport. Failure to produce a membership card may result in entry being denied.

9.2 The gyms and fitness classes are only available for use by people aged 16 years old and over. Use by persons under the age of 16 years is not permitted.

9.3 The Health Commitment Statement is vital and must be read. This is available online and is part of the online process when signing up for your membership. Please follow the instructions in the statement when contemplating and using the gym. All valid users will be given access by the reception. Members who allow others to enter may invalidate their membership.

9.4The last entry to the UoEsport gyms is 30 minutes prior to closure.

9.5 For health and safety reasons please return any equipment to its proper place after use.

9.6 Strictly no photography or video to be taken in the facilities unless prior consent has been granted by the Director of Sport or their nominee.

9.7 On occasions, UoEsport may have to close facilities and cancel bookings with no warning due to essential/emergency maintenance. Part or full refunds will be provided.

9.8 Appropriate sporting attire and footwear must be always worn. It will be at the discretion of UoESport to determine what is appropriate attire and footwear. If deemed to be wearing inappropriate attire or footwear, UoESport reserves the right to request you to leave until the correct items are worn.

9.9 We reserve the right to close areas of the facilities or cancel specific classes/courses at our discretion but will endeavor to keep closures to a minimum and to provide reasonable notice. We may vary membership rights and vary any services delivered to members.

9.10 Are opening and closing times subject to change between University term, out of term, Bank Holidays and University closure days.

9.11 Members are obliged to comply with UoESport directions on conduct. You will not under any circumstances abuse the facilities, any equipment in the facilities, University staff or any other member or user, and you will be required to pay for any damage to our property.

9.12 The consumption of alcohol in any area of the UoESport facility is prohibited. Persons seen to be consuming alcohol on the premises will be asked to leave and may have their membership rights revoked with no reimbursement available for booking fees or membership fees.

9.13 On hearing the fire alarm, you must leave the facilities; UoESport staff will direct you to the nearest assembly point, and only on their instruction can you return to the facilities.

9.14 All accidents/incidents must be reported to a member of UoESport staff immediately. If this is not possible and you require assistance, please contact University Estate Patrol on 01392 723999 or alternatively dial 999..

9.15 University of Exeter Sport reserves the right to refuse admission or use of sports facilities to any person, persons, groups or teams.

9.16 The directions and instructions of the Director of Sport or their appointed persons must be observed at all times.

9.17 All users must follow the health and safety guidelines of UoESport and consider the safety of themselves and others.

9.18 No notice, signs, emblems or decorations may be displayed anywhere on University of Exeter Sport premises without prior consent from the Director of Sport or their nominees.

9.19 No photographic devices, video cameras or any other media storage devices may be used on the premises without the prior written consent of the Director of Sport or their nominees.

9.20 University of Exeter Sport operates a NO SMOKING policy on all premises or within five meters of any building or sports pitch.

9.21 Food vendors must be provided through Event Exeter or as a minimum comply with the standards expected by the University commercial services department. Details are available upon request.

9.22 Lockers are not allocated to individuals and are subject to availability. For security reasons, members or users are advised to store personal belongings and valuables in UoESport lockers provided. Lockers are coin operated and non-refundable.

9.23 Lockers are provided for use whilst using the facility. These are coin-operated or code operated, and UoESport will remove the contents from any locker used overnight. Such contents removed by UoESport can be claimed from reception as per the Not Lost University Policy

Not Lost Policy

9.24 When using a locker, UoESport cannot guarantee that use of a locker will stop any theft or damage to your property. Property left in a locker is at the owner's risk. UoESport will not accept any liability in relation to locker thefts unless because of our negligence.

10. Liability

10.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

10.2 Nothing in these Conditions limits or excludes our liability for death or personal injury resulting from our negligence or for any damage or liability you incur because of fraud or fraudulent misrepresentation.

10.3 Subject to condition 10.2, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the agreement, shall be limited to the membership fees that you have paid to us in the preceding 12-month period. We shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges, or expenses.

11. Data Protection

You consent to the transfer of any personal and sensitive personal information between the University and the University agents, affiliates or contractors for legal, personnel, administrative, management and other purposes relating to membership and this agreement.

12. General Legal

12.1 We may sell, transfer, or assign the benefits of the agreement at any time. You may not, without our prior written consent, sell or transfer the benefit of the agreement.

12.2 This Agreement supersedes all prior agreements, arrangements and undertakings between the Member/User and the University and constitutes the entire agreement between us relating to the subject matter of this agreement. The Member/User confirms that he/she has not entered into this agreement based on any representation that is not expressly incorporated into this agreement.

12.3 We shall have no liability to you under this agreement if we are prevented from, or delayed in performing, our obligations under the agreement or from carrying out our business by acts, events, omissions or accidents beyond our reasonable control including but not limited to war, acts of God, riot, strike, insurrection, power outage, adverse weather conditions, third party occupation of the University's premises, breakdown of equipment, failure of supply of electricity or gas, government restriction, necessary and unavoidable repairs or health or safety concerns.

12.4 We may, from time to time and without notice, change the access and/or services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature or scope of the services and/or access.

12.5 We reserve the right without prior notice at any time to alter or amend the whole or any of these Conditions.

12.6 Each of the provisions of this agreement is severable from the others, and any provision which is illegal invalid or unenforceable shall be severed from the others

without affecting or impairing the remainder of this agreement.

12.7 Any communication or enquiries about membership must be delivered in writing to the UoESport address set out on your Application Form or as above.

Legal notices should be addressed to the Registrar, The University of Exeter, Northcote House, The Queen's Drive, Exeter, Devon EX4 4QJ.

12.8 Any disputes or concerns shall be addressed in accordance with the normal complaints/comments procedure of UoESport http://sport.exeter.ac.uk/about/contactfindus/.

12.9 This Agreement shall be governed by, and construed in accordance with, the laws of England, and any dispute arising out of or in connection with the agreement shall be subject to the exclusive jurisdiction of the English courts.