



Stonyhurst Sports Centre Membership Terms and Conditions

1. GENERAL

- 1.1. All users, including staff of Stonyhurst College, must complete a registration form prior to using the Sports Centre facilities. All employees of Stonyhurst College must supply a form of staff ID in order to acquire membership of the fitness facilities.
- 1.2. Membership is only available from the age of 16 and above. Proof of age may be required.
- 1.3 Users will be issued with a membership card upon signing up to one of the membership types, which they will require to access the facilities.
- 1.4 No filming or photography will be allowed inside the Sports Centre facilities, including the swimming pool, gym, fitness studio and the tennis dome.
- 1.5 For the safety and security of our users, CCTV is in operation inside the facility.
- 1.6 Users should use the equipment and facilities in accordance with the advice given by staff or suitably posted notices. Any damage to equipment shall be paid for by the user.
- 1.7 The fitness facilities at the Sports Centre are shared with College pupils, therefore an appropriate level of conduct is expected from users and pupils alike. Disorderly, rude or inappropriate behaviour will not be tolerated and may lead to expulsion from the Centre. If you have any concerns, please speak to the Sports Centre Manager.
- 1.8 Due to the shared nature of the facility with students of Stonyhurst College, we may need to on occasions make changes to facility access times. We will use reasonable efforts to give you sufficient notice before any changes take effect by displaying an appropriate notice in the Sports Centre.
- 1.9 On limited occasions, the changing rooms may not be available. Please see a member of staff for details of the changing room availability and we kindly ask for your patience during these times.

2. MEMBERSHIP TERMS AND DURATION

- 2.1. If you are a pre-paid member, unless your membership has been brought to an end early, we will write to you prior to your expiry offering the opportunity to renew.
- 2.2. If you are a monthly direct debit member, unless otherwise stated on your application form, the minimum term duration will be 12 months. The agreement will then continue on a month-by month basis until it is terminated by either party. If you cancel your direct debit and then wish to reinstate your membership within the minimum term, you will be subject to a £25.00 administration fee.
- 2.3. If within 14 days of the commencement of your membership you wish to terminate this agreement, you must notify the Sports Centre either in writing or by email within that 14 day period. You will be entitled to a full refund of the amount paid if you have not used the membership during this 14-day period. If you have used the membership during this 14-day period, the Sports Centre retain the right to refund you the amount paid, less a charge for any facilities used. Activities will be chargeable at our standard fee per activity as per our current membership tariff. After 14 days this termination option is no longer applicable.
- 2.4. If any payment remains outstanding, we will give notice that your membership is suspended pending payment of the outstanding sum. Until such time as payment is received, you will not be entitled to use any of the Centre facilities.

3. FEES

3.1 We have the right to review the membership fees at any time.

3.1.1 If you are a pre-paid member, the price review in the membership fee will not affect you until you renew your membership.

3.1.2. If you are a monthly direct debit member, we will write to you to give you 30 days' notice of the review in the revised monthly payments.

3.3. We reserve the right to review all other fees and charges at any time.

4. YOUR OBLIGATIONS

4.1. You here by agree to:

4.1.1. Comply with Sports Centre rules at all times.

4.1.2. Observe in particular all safeguarding and health & safety regarding the usage of the Sports Centre, its equipment, and facilities.

4.1.3. Use equipment and facilities in accordance with all usage instructions.

4.1.4. Conduct yourself in an orderly manner so as to not interfere with the safety, use, or enjoyment of the Sports Centre and its facilities for students, staff and other members.

5. CANCELLATIONS

5.1. If you are a pre-paid member, and wish to cancel the agreement early, ahead of the expiry date you may do so subject to Section 2.3 only.

5.2. If you are a monthly direct debit member, and wish to cancel the agreement, we require written notice and your membership will expire at the end of that payment month. If you wish to cancel within the minimum term you will incur the monthly charge until the end of the minimum term.

5.3. Cancellations are to be sent by email to sportscentre@stonyhurst.ac.uk or by completing a cancellation form which can be obtained from the Sports Centre.

6. TERMINATIONS

6.1. We may terminate your membership at any time at our discretion in the event that:

- Unpaid fees remain unpaid for 14 or more days after written notice of the outstanding debt; or
- Immediately at our discretion if you are in serious breach of this agreement or commit repeated minor breaches.

7. MEMBERSHIP FREEZE

7.1. Provided that the fees have been paid and are up-to-date, you have the right to freeze your membership for a minimum of 1 month and maximum of 6 months per year, if you are unable to use the membership through serious illness, injury or unforeseen circumstances preventing you from using your membership. You may do this by either writing to the Sports Centre outlined in Section 5.3, or by completing a freeze form.

7.2. It is at the discretion of Stonyhurst Sports Centre to accept a member's request to freeze and we will request reasonable evidence of your illness, injury or circumstance.

7.3 The freeze to your membership is not confirmed until you receive written notice from Sports Centre Management.

7.4. The period of suspension may be for whole months only and not for any lesser period

7.5. If you are a pre-paid member, the expiry date on the membership will be extended by the period of suspension.

8. MAINTENANCE

8.1. We reserve the right to close the Sports Centre for the purposes of carrying out repairs, refurbishments and maintenance. We will endeavour to give members reasonable notice.

9. GUESTS

9.1. You are entitled to bring guests to the Sports Centre who may use the facilities on payment of the applicable guest charge. Guests must be accompanied by you at all times and must complete a Sports Centre registration form prior to admittance.

9.2. You are responsible for ensuring that your guests comply with the Sports Centre rules.

10. JOINT MEMBERSHIP

10.1. For monthly members, all payments must be made via one bank account or by one Direct Debit mandate.

11. LIABILITY

11.1. Physical exercise can be strenuous and as a user of the Stonyhurst Sports Centre, you can be subject to risk of serious injury. Stonyhurst Sports Centre advises members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity.

11.2. Users (each client, guest, and all participating family members) agree that if they engage in any physical exercise or activity, or use any amenity on the premises or off premises, including any sponsored event, you do so entirely at your own risk.

11.3. You as the user agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness, or death.

11.4. We are also not responsible for any loss/theft of your personal property.

11.5. This waiver and release of liability includes, without limitation, all injuries which may occur as a result of:

- 1) Your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction
- 2) The sudden and unforeseen malfunctioning of any equipment
- 3) Our instruction, training, supervision, or dietary recommendations
- 4) Your slipping and/or falling while in the building, or on the premises
- 5) Contact with other participants
- 6) The effects of the weather, including high heat and/or humidity, and all other such risks being known and appreciated by me

11.6. You expressly acknowledge:

- Your responsibility in communicating any physical and psychological concerns that might conflict with participation in activity
- That you are physically fit and mentally capable of performing the physical activity you choose to participate in
- You expressly agree to release and discharge the Sports Centre, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the Sports Centre for personal injury or property damage.
- To the extent that statutory or case law does not prohibit releases for negligence, this release is also for negligence on the part of the facility, its agents, and employees.

12. VARIATION OF TERMS

12.1. We reserve the right to vary these terms and conditions, including the Sports Centre rules at any time. Unless changes are due for health and safety reasons or are essential to safeguard our interests, those of the College or members, we will use reasonable efforts to give you sufficient notice before any changes take effect by displaying an appropriate notice in the Sports Centre.

13. PERSONAL INFORMATION

13.1. You must inform us of any change in your personal details you have provided to us. If you fail to notify us of a change of email address, any communication will be deemed to have been received by you.

13.2. You must inform us of any change in medical condition, so we can provide a new medical questionnaire form to be completed so we may take the necessary steps to ensure your safety at all times during your use of the Sports Centre.