

Institute of Sport & Recreation Terms & Conditions (Published 2009 revised 2017/18)

Members joining the University of Sunderland Institute of Sport ('IoS') or occupying or using facilities managed by the IoS on behalf of The University of Sunderland must abide by these terms and conditions. The University reserves the right to vary, revoke or add to these terms and conditions or any part of them at any time and will notify Members accordingly either by displaying notice of changes within the facilities used for the Service or by contacting Members directly (including by email) or both. The Service is provided by the IoS subject to these terms and conditions.

1. Definitions

'Agreement' means these terms and conditions and the membership application form which together form the agreement between the University and the Member for membership of the IoS.

'IoS' means the University of Sunderland Institute of Sport.

'Management' means the Director of Service, or any employee of the University of Sunderland exercising the functions of the Management or organising and/or running any part of the Service.

'Member' means a member of the IoS who is named on the individual membership or subscription.

'Student Member' means a Member who is a current part-time or full-time undergraduate or post-graduate student of the University.

'Staff Member' means a Member who is a current part-time or full-time member of staff at the University.

'Membership Fee' means the relevant category of membership fee as advertised from time to time by the IoS for which the Member has applied for membership and is inclusive of any value-added tax.

'Subscription' means an ongoing membership for a Staff Member where they elect to pay their Membership Fee by way of a monthly staff payroll deduction.

'Service' means the clubs, societies, facility access and activities for which the Member has applied for membership as supported by the University and facilitated through the IoS.

'Facility' means the premises and equipment supplied by IoS and any coaching or supervision provided by IoS employed staff to the Member as part of the Service.

'Facility user' means the individuals who take part in IoS programmes or activities managed by the IoS on behalf of The University of Sunderland.

'University' means the University of Sunderland.

2. Membership

2.1 Membership is non-transferable and may only be used by the Member who applied for it. Any misuse of the membership will result in it being cancelled.

2.2 Members may, at the discretion of the Management, be required to complete a safety induction prior to accessing specific facilities managed by the IoS. Members may, at the discretion of the Management, be required to complete additional registration or medical evaluations and disclosures specific to the Service as appropriate to ensure that the Service can be provided with all reasonable care and skill.

2.3 Student Membership and student prices apply only to current part-time and full-time undergraduate and post-graduate students of the University.

2.4 Staff Memberships apply only to current part time and full time staff of the University who have a Staff Payroll number. (Staff members are able to pay for their Membership fee via a Subscription which will authorise the University to deduct their Membership Fee from their salary on a monthly basis.)

2.5 Proof of status is required when applying for membership.

2.6 The Member shall pay the Membership Fee for the Service on application and will pay any additional Membership Fee for categories of Service added to the membership during the membership period.

2.7 Student Members must sign up to a payment up front Membership which is currently available on a 3, 6 or 12 month term ('the contracted term'). Staff Members can sign up to either a payment up front Membership or the Subscription payment Membership.

2.8 A Payment up front Membership will lapse at the end of its contracted term.

2.9 Membership Fees are not refundable in any circumstance save, at the discretion of the Management, a Member may suspend their Membership if they suffer a long-term illness, a long term debilitating injury or become pregnant. If a Staff Member who is paying their Membership Fee by Subscription wishes to suspend their Membership and they give notice to suspend their Subscription Membership on a date other than their monthly billing date, they must pay Membership Fees as follows. If their billing date is, for example, 1st March, where they give notice on 2nd March their notice period will be deemed to start on the next billing date, i.e. 1st April, and so it will only take effect to cancel their Membership as of 1st May. In that example they would have to pay Membership Fees for the two months 1st March to 30th April. The Management may require a medical certificate, doctor's note or similar proof of illness or other incapacity for suspension under the above term.

2.10 Members must be able to provide proof of membership if challenged by Management.

2.11 Members must advise Management immediately of any changes to their personal details or their status as either a student or a member of staff. Fraudulent use of membership will lead to suspension of membership. The University reserves the right to apply a £20 administration charge to re-activate a previously suspended membership which will only be re-activated upon payment of the charge. If this is repeated then membership will be cancelled.

2.12 Members who lose or misplace their membership card or Fitness Suite key, will be charged £10 towards the cost of a replacement. Memberships and subscriptions are not transferable and are assigned to an individual Member. The membership card carries a photograph of the Member and should this not match the person attending, it will be disabled thus suspending the Member's membership. Reactivation of membership will incur a charge of £20. Repeated offences will result in the withdrawal of membership.

2.13 Failure to pay any amount due under this Agreement for a period of more than thirty days, may result in the instruction of a debt recovery company to collect outstanding debts. The University may withdraw membership and terminate this Agreement with immediate effect if the Member is in breach of any or all of these terms and conditions.

2.14 If a Staff Member gives notice to end their Subscription Membership on a date other than their Monthly billing date, they must pay Membership Fees as follows. If their billing date is, for example, 1st March, where they give notice on 2nd March their notice period will be deemed to start on the next billing date, i.e. 1st April, and so it will only take effect to cancel their Membership as of 1st May. In that example they would have to pay Membership Fees for the two months 1st March to 30th April.

2.15 Where the contract with the Member is not made on University premises the Member may for any reason cancel their Membership up until expiry of 14 days after the date when the University accepted the application for Membership but if IoS, at the request of the Member, has begun to provide the Member with any services or facilities before the end of that initial 14 day period then the Member may not cancel those particular facilities or services provided and the Member must pay for an amount of the Membership Fee as is proportionate to the period of time over which they were provided with the requested facilities or services. If the member cancels as allowed by this sub-clause 2.15, and they have already made any payments to IoS then IoS will refund the payment to the member within 30 days of receiving the cancellation less the amount due for the particular facilities or services provided to the Member in that period.

3. Limitation of Liability

3.1 IoS will be responsible for any foreseeable loss or damage that a Member may suffer as a result of its breach of these Terms and Conditions or as a result of its negligence. Loss or damage is foreseeable if it is an obvious consequence of its breach or negligence or if it is contemplated by the Member and IoS when the contract with the Member is created. IoS will not be responsible for any loss or damage that is not foreseeable.

3.2 The University does not accept responsibility or liability for any damage to or loss of any property or articles placed or left in the facilities where the Service is being accessed.

3.3 The University shall not be liable for any personal injury, including fatal injury, and/or consequential loss sustained by any Member or other user of the Service however caused, except where such injury or loss is caused directly by the negligence of the University or its employees.

3.4 Lack or inadequacy of supervision of the use of any equipment, amenity or facility shall not be deemed to be negligence on the part of the University or its employees unless such supervision was expressly agreed in writing with Management prior to participation in the Service.

4. The University reserves the right to;

4.1 Refuse participation in the Service to any person and/or withdraw membership of any Member whose conduct is deemed inappropriate or for any other reason.

4.2 At any time and without notice, vary any or all charges under this Agreement or make any changes to the Service or withdraw the whole or any part of the Service as necessary to comply with any applicable safety or statutory requirements or which in the opinion of the University is reasonably necessary to protect the interests of the University or for any other reason. Where reasonably possible, Members will be notified of any changes or withdrawal to the Service by email or public notice displayed in IoS managed facilities.

4.3 Take photographs and/or film the Service for marketing or promotional purposes, or permit third parties to take photographs or film for such purposes. On such occasions Members participating in the Service will be advised prior to any photographs and/or film being taken to give them opportunity to remove themselves from the facilities if they do not wish to be included in such photographs and/or film. Members who continue to participate in the Service on such occasions will be deemed to have given their consent to be included in such photographs and/or film. Although it is not the University's intention to purposefully identify individual Members by name in such photographs and/or film, the likelihood of being identified is probable and therefore no guarantee is given that Members will not be identifiable.

5. Service Participation

5.1 Facility Users and Members participate in the Service at their own risk and acknowledge that some activities may involve an above average element of risk. It is the responsibility of the of the Facility User or Member to inform Management or such other organiser of the Service as appropriate of any relevant medical conditions or previous injuries that may affect their safe participation in the Service.

5.2 It is recommended that Members seek medical advice before commencing any physical activity.

5.3 Details of medical conditions and previous injuries disclosed will be held confidentially by the University and provided only on a need to know basis to Management and other organisers of the Service and in the case of emergency, details will also be provided to the emergency services.

5.4 Members are responsible for ensuring that they fully understand the nature of the activities in the Service, the risks involved and the levels of skill and equipment needed in order to safely participate in the Service and should not participate in any activity in the Service where they are unsure of the aspects mentioned here. Members are responsible for notifying their next of kin of their desire to engage in the Service before taking part.

6. Members and Facility Users shall;

6.1 Comply with all reasonable instructions, notices and requests of Management or other organiser of the Service.

6.2 Conduct themselves in a safe and appropriate way having due regard to other Facility Users and must abide by the general rules and regulations of the University as in force from time to time.

6.3 Comply with all other rules and regulations relating to the Service as in force from time to time.

6.4 Refrain from any conduct which, in the view of Management, is offensive, unseemly or unsporting or which might represent a health and safety risk to themselves or others accessing the Service.

6.5 Not deliberately cause any damage to any property or equipment and pay for any damage done to fixtures, fittings, apparatus, equipment, furniture or other contents, by them or to any other person participating jointly with them in the Service or by any person under their control. The amount of such damage shall be determined by the Management whose decision will be final.

6.6 Consume refreshments in designated areas only.

6.7 Wear attire that is deemed by the Management suitable and appropriate to the activity being undertaken at all times.

6.8 Ensure that the area or equipment used by them is left in a tidy and orderly condition by the end of the period of use.

6.9 Ensure that any of their own equipment used in relation to the Service is appropriate, safe and in good working order. Management reserves the right to remove any item of equipment from the facilities or facilities hired by the University for the purpose of the Service.

6.10 Not bring or permit to remain on University premises any dogs or other animals (except guide dogs).

6.11 Not put up any notices or decorations (internal or external).

6.12 Not take photographs or arrange any filming of the Service without first gaining the permission of the Management.

6.13 Play any music, audible to other facility users, within the building without consent from the Management.

6.14 Not use lockers to store personal belongings overnight and return the locker key immediately after use. Personal items left overnight will be removed and placed into storage. The Management reserves the right to apply a £5 charge to store and return these items.

6.15 Actively participate in and cooperate with Management regarding regular fire drills.

6.16 Refrain from smoking on University premises or the surrounding perimeter.

6.17 Report all accidents and/or incidents to Management and complete any forms as appropriate.

7. General

7.1 This Agreement, together with any local rules relating to the Service, constitute the entire agreement between the Member and the University.

7.2 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

7.3 This Agreement is governed by and shall be construed in accordance with English law.

7.4 By completing the application form for membership (whether on-line or in hard copy) or occupying or using facilities managed by the IoS on behalf of the University, you are agreeing to abide by these terms and conditions and any other rules and regulations of the University and any local rules relating to the Service.