

TERMS & CONDITIONS OF MEMBERSHIP

These terms and conditions, along with your joining form and the terms and conditions of use, form an agreement (referred to in this document as 'the agreement') between:

- You; and
- Us, University of Birmingham trading as 'University of Birmingham Sport & Fitness'

You must keep to all of the terms and conditions of the agreement.

1 Definitions

The words and terms below have the meaning shown when they are used in this document.

classes, course or court

Classes, courses and courts which we make available at the club from time to time for members to book.

club

University of Birmingham Sport & Fitness, Edgbaston, Birmingham B15 2TT.

facilities

The facilities provided at the club, or any replacement facilities we provide.

guest

Any person you bring to the club other than a carer who you need to help you use the facilities you have signed up for as a result of any disability (as defined in the Equality Act 2010) you have.

initial term

The initial period of your membership, as set out in the joining form.

joining form

The membership joining form which you (or your parent, if you are under 18 when the membership starts) complete, either electronically on the club's website or by hand, to:

- Apply for membership of the club; and
- Set out the facilities you want to sign up for.

Tiverton Gym

Tiverton Gym, 167 Tiverton Road Birmingham B29 6BS, operated by The University of Birmingham trading as 'Tiverton Gym'.

membership fees

The fees you must pay during the period of your membership, as set out in the joining form and increased in line with these terms and conditions.

working day

Any day other than a Saturday, Sunday, bank holiday, public holiday or 'University closed day' published by us from time to time.

2 Start date and membership

a Your membership will start on the date we accept your application for membership.

When you apply for membership, you must:

- Pay a non-refundable joining fee as set out in the joining form;
- Allow us to take a photo of you so we can check your identity; and
- Provide any documents we ask for to make sure you are eligible for the type of membership you are applying for.

We can reject any application for membership or for a change in the terms of membership, and turn down any request for a guest of yours to enter the club.

b If we accept your application, we will give you a membership card allowing you to enter the club and use the facilities you have signed up for.

- You should show your membership card whenever you visit the club.
- If you fail to show your membership card three times in a calendar month, the next time in that calendar month that you ask to use the facilities you have signed up for without showing your membership card, we will refuse unless you buy a replacement membership card.
- If you lose your membership card and ask to use the facilities you have signed up for, we may refuse unless you buy a replacement membership card at the price published on the club's website at the time.
- Your membership card must not be used by anybody except you. If your membership card is misused (including it being used by someone else for any purpose), we may end your membership. If you use another member's university identity/membership card, we may end your membership.

3 Initial term

a The length of the initial term depends on the type of membership you have, as set out in your joining form.

b Fixed membership

The initial term will start on the date set out in the joining form, and end after the period set out in your joining form.

c Flexible membership

The initial term will start on the date set out in the joining form, and end on the last day of the third full calendar month after the calendar month the initial term started in.

Example

The initial term starts on 10 February and ends on 31 May.

Example

The initial term starts on 1 March and ends on 31 May.

4 Paying membership fees

a The conditions on paying your membership fees, as shown in your joining form, depend on the type of membership you have, as set out in your joining form.

b Fixed membership

You must pay your membership fees for the full period of your membership before your membership starts.

c Flexible membership

- If your membership starts on the first day of a calendar month, you must pay your monthly membership fee before your membership starts.
- If your membership starts on a date between the 2nd and 17th day of a calendar month, before your membership starts you must pay a proportion of the monthly membership fee to cover the period between

that date and the end of the calendar month.

- If your membership starts on a date from the 18th onwards in a calendar month, before your membership starts you must pay:
- A proportion of the monthly membership fee to cover the period between that date and the end of the calendar month; and
- The monthly membership fee for the following calendar month.

On the date your membership starts, you must fill in a direct debit form to pay future membership fees in advance by direct debit on the first day of the calendar month. If the first day of the month is not a working day, the direct debit will be taken from your account on the first working day after that.

5 End of the initial term, automatic renewal, and notice periods

a Fixed membership

Your membership will automatically end when the initial term ends.

b Flexible membership

If you want to end your membership when the initial term ends, you must give us at least one calendar month's notice in writing. If you don't, your membership will automatically continue from month to month until:

- You give at least one calendar month's notice in writing; or
- Your membership ends under one of the terms and conditions of the agreement.

You will have to pay the membership fees until your membership ends.

Cancelling the direct debit for your membership fees, without giving at least one calendar month's notice in writing, will not end your membership.

Example

Flexible membership, initial term ending on 30 November. If the member wants to end their membership from 30 November, they must give written notice on or before 1 November.

If they give written notice on or after 2 November, the membership will continue until 31 December, and the member will need to pay their monthly membership fees for the month of December.

If they give written notice during February, the membership will continue until 31 March, and the member will need to pay their monthly membership fees for December, January, February and March.

6 Notices

If you need to give any written notice (other than any legal notice) you must:

- Post it to Memberships, University of Birmingham Sport & Fitness, Edgbaston, Birmingham, B15 2TT
- Hand it in at the club's reception desk; or
- Send an email to the email address set out in your joining form **membership@sportandfitness.bham.ac.uk**

Notice (other than any legal notice) will be considered to have been given when we receive it. Within ten working days of receiving any written notice from you, we will try to confirm that we have received that notice. If you do not receive our confirmation by letter or email, contact us in writing. We strongly recommend that you get confirmation.

Legal notices must be addressed to the Registrar and Secretary's Office, University of Birmingham, Edgbaston, Birmingham, B15 2TT.

If any of the contact details in your joining form change, you must give us written notice within five working days.

7 Increasing membership fees

Membership fees may change on 1 August each year (unless you have fixed membership) to reflect inflation and the rising costs of providing services.

From August we can increase the membership fees by:

- 1% above July's monthly membership fee divided by the previous year's average rate of inflation (according to the Retail Prices Index), multiplied by the current year's average rate of inflation; or
- 3%; whichever is higher.

We will give you at least one calendar month's written notice of the increase, unless your membership starts between 1 July and 31 July. In this case, you will have been told about any planned increase to the membership fees before your membership started.

We will give you at least three calendar months' written notice if we plan to increase your membership fees by more than the amount set out above. If we do so, you can end your membership and the agreement by giving us at least one calendar month's notice in writing. If your membership starts between 1 May and 31 July, you will have been told about any planned increase to the membership fees in August before your membership started.

We can increase membership fees at any time to reflect any increase in the rate of VAT. We will give you at least one calendar month's notice of any such increase.

8 Late payment of membership fees

If you do not pay your membership fees, in full, by the date they are due, we may inform you in writing, and we will charge you an administration fee of £10.

If any part of your membership fee is more than one month late, we will charge you an extra administration fee of £20. If any part of the membership fees is still overdue after two months, we will charge you another extra administration fee of £20.

We may refer any payments we are owed to a debt-collection agency.

We can refuse you, and any member whose membership is linked to yours, access to the club and facilities while you still owe any amount for

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membership fees and administration fees. Your membership will still continue.

9 Cooling-off period and 'lifestyle events'

a Cooling-off period

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that:

- You can cancel your membership within 14 days from the date we accept your application for membership by giving us written notice. After 14 days from the date we accept your application for membership, you lose the right to cancel your membership and the agreement under this clause. Your written notice must clearly state that you want to cancel your membership and the agreement. You can use a cancellation form which is available from the club's reception desk, but you do not have to. You can email the form to membership@sportandfitness.bham.ac.uk or post it to Membership, University of Birmingham Sport & Fitness, Edgbaston, Birmingham, B15 2TT.
- Unless you expressly ask us to do so, we cannot allow you access to the facilities you want to sign up for within 14 days from the date we accept your application for membership. When applying for membership, you can ask us to let you use the facilities you want to sign up for within 14 days from the date we accept your application for membership. If you do so, and then cancel your membership under this clause 9a, within 14 days from the date the initial term started we will refund:
 - The membership fees you have paid; less
 - A proportion of the membership fees to cover the period from the date the initial term started to the date you give us notice of cancellation.

When we give any refund under this clause 9a we will pay that refund:

- Into the same bank account as the one your membership fees were paid from; or
- If you paid by cash, to a bank account in your name. You need to provide us with your bank card details to enable us to do this.

b Lifestyle events

You can cancel your membership and the agreement during the initial term, by giving us at least one calendar month's notice in writing, if one or more of the following 'lifestyle events' happens.

- You are made redundant (in which case we will need a letter from your employer confirming your redundancy).
- You are made bankrupt or enter into an individual voluntary arrangement (in which case we will need a letter from the Insolvency Service confirming the bankruptcy or arrangement).
- You move to a new address that is more than ten miles away from the club (in which case we will need two utility bills – gas, water or electricity – that were sent to you at your new address in the past three months).
- Your personal circumstances change in a way that means you are no longer reasonably able to use the facilities

you have signed up for (we will need some form of document, such as a doctor's letter, depending on the change in circumstances).

If you cancel under this clause 9b, within 28 days from the date of the cancellation we will repay a proportion of the membership fees you have paid to cover the period from the time your membership ended to the date the next membership fee would be due (or, if you have a fixed membership, for the remaining period of your membership).

10 Us ending your membership

a Ending the agreement immediately

We may end your membership and the agreement immediately, by giving you written notice, if any of the following applies:

- Any amount you owe under the agreement is overdue by more than two months from the date it became due.
- You allow a person other than you to use your membership card to enter the club or use the facilities.
- You, any guest of yours, or any member whose membership is linked with yours under clause 13, uses rude, obscene, abusive, threatening or violent language, or behaves in a rude, obscene, abusive, threatening or violent way, towards anyone at the club.
- We receive or have received complaints about you in connection with your use of the club and/or of Tiverton Gym so that, in our reasonable opinion, ending your membership is in the interest of other people who visit the club or use the facilities.
- You do not keep to these conditions or the conditions of use.
- When you applied for membership, you gave us details which you know were false and those details affected our decision to accept your application.
- You do not keep to the Bribery Act 2010, Equality Act 2010, Modern Slavery Act 2015 or Counter-Terrorism and Security Act 2015.

If you want to appeal against our decision to end your membership under the clause above, you can follow the appeals procedure set out in the conditions of use. If we cancel your membership under this clause, you will not be entitled to any refund relating to the period of time where, because your membership has ended, you cannot enter the club or use the facilities you have signed up for.

b Ending the agreement after giving notice

We can end your membership and the agreement at any time if we give you at least three calendar months' notice in writing. If we cancel your membership under this clause, we will, within a period of 28 days from the date your membership ends, refund the proportion of the membership fees you have paid for the period of time where, because your membership has ended, you cannot enter the club or use the facilities you have signed up for.

11 Change in membership

a Upgrade in facilities

You can apply to upgrade the facilities you can use, at any time, by filling in an 'upgrade of membership form' available from the club's reception desk.

If you want to upgrade your membership from a date other than the first day of the calendar month after we accept

your application for membership, you will need to pay a proportion of the monthly membership fee to cover the period from the date of the upgrade to the last day of that calendar month.

b Downgrade in facilities

You can apply to downgrade the facilities you can use, at any time after the initial term ends, by giving us at least one calendar month's notice in writing. You can give this notice by filling in a 'downgrade of membership form' available from the club's reception desk.

If you want to downgrade your membership from a date other than the first day of the calendar month after we accept your application for downgrading membership, you will not be entitled to a refund of any part of the membership fees you paid for the period between the date of the downgrade and the last day of that calendar month.

12 Guests

When permitted by us, at times to be notified on the club's website and noticeboards), you can bring up to three guests at a time to use the facilities. You and each guest must sign in at the club's reception desk and get our permission. Guests must pay the relevant fee published on the club's website at the time. Your guests can only use the facilities you have signed up for. If you bring any guest to use the facilities, you must make sure that they keep to these conditions and the conditions of use, and must stay with them to make sure they do. If your guest does not keep to any condition, we may refuse to allow you to bring guests to the club for a period of up to three months.

13 Linked members

If any member's membership is linked with your membership in circumstances where:

- That member is under 18 and you have completed their joining form on their behalf; or
- The member's membership fees are paid from a bank account held or jointly held by you;
- You guarantee that the member will keep to the terms and conditions of their membership, particularly by promptly paying any amount that member must pay in connection with their membership.

14 Suspending membership

You can, at any time, suspend your membership (and your rights and obligations under it) for a period of two or more full calendar months by giving us at least one calendar month's notice in writing. You can give this notice by filling in a notice of suspension form available from the club's reception desk. The suspension will start on the first

day of the calendar month after we accept your notice of suspension. During any period where your membership is suspended, you must pay 25% of your membership fees (although you do not need to pay any part of the membership fees for any child whose membership is automatically suspended when yours is).

If you need to suspend your membership because you are suffering from a medical condition (not including pregnancy, but including unforeseeable conditions arising during pregnancy, which result in you no longer being reasonably able to use the facilities you have signed up for), you will not need to pay any part of your membership fee. In this situation you will need to provide evidence from your doctor confirming the nature of your medical condition.

If you suspend your membership, the membership of any child whose membership is linked to yours will automatically be suspended.

Suspending your membership does not cancel the membership or the agreement, and it will not amount to giving notice to cancel or end your membership. Any period where your membership is suspended, whether or not due to a medical condition, will not count towards any period of notice you must give under the agreement, or towards the calculation of the initial term.

15 Junior membership

Clauses a to f below apply to members who, at the date their membership starts, are under 18.

a Your joining form will have been completed on your behalf by an adult who is a member. By completing the joining form, that adult has agreed to explain to you your obligations under the agreement and has guaranteed that you will meet those obligations.

b Only the adult who completed your joining form can cancel or suspend your membership.

c If the adult who completed your joining form suspends their membership, your membership will automatically be suspended.

d Your membership will automatically end on:

- The last day of the calendar month in which you become 18; or
- The date the adult's membership ends (for whatever reason); whichever is earlier.

e If the adult's membership ends because they cancel their membership under clause 9, or because we cancel their membership under clause 10b, we will refund, within 28 days from the date the membership ends, a proportion of the membership fees you have paid for the period of time where you cannot use the facilities you have signed up for because your membership has automatically ended. When we give a refund under this clause, we will pay it into the bank account your membership

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fees were paid from or, if you paid by cash, to a bank account in the adult's name.

f If the adult's membership ends because they cancel their membership other than under clause 9, or because we cancel their membership under clause 10a, we will not refund any membership fees relating to any period where you cannot use the facilities you have signed up for because your membership has automatically ended.

16 Class and Squash court bookings

Classes and Squash courts can be booked by any member, subject to availability and to the following conditions.

Squash courts

- peak hours – inclusive peak members, and peak members whose membership includes squash, can book up to two courts per day, capped at two courts per week, without charge. Those members can book additional courts for a fee published on the club's website. All other members can book courts for a fee published on the club's website.
- off peak hours – inclusive peak members, inclusive off peak members and off peak members whose membership includes squash, can book two courts per day without charge. Those members can book additional courts for a fee published on the club's website. Other members can book courts for a fee published on the club's website.

Classes

- peak hours – inclusive peak members may book classes without charge. Other peak members, and off peak members, may book classes for a fee published on the club's website.
- off peak hours – inclusive peak members and inclusive off peak members may book classes without charge. Other members may book classes for a fee published on the club's website.
- Other members may book classes for a fee published on the club's website.

Other courts pitches and courses

All members may book courts other than squash courts, pitches and courses for a fee published on the club's website.