These terms and conditions, along with your joining form and the terms and conditions of use, form an agreement (the ‘agreement’) between:

• You; and
• The 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 complete, either electronically on the club’s website or by post. To:

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

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.

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

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 for membership, your University identity card will act as your membership card so you can access the facilities you have signed up for.

c You should show your University identity card each time you visit the club.

d If you fail to show your University identity card three times in a calendar month, the next time in that calendar month that you do not have your card with you, we will refuse entry unless you buy a replacement University identity card at the price published on the club’s website at the time.

e If you lose your University identity card and ask to use the facilities you have signed up for, we may refuse entry unless you buy a replacement University identity card at the price published on the club’s website at the time.

f Your University identity card must not be used by anybody except you. If your University identity card is misplaced (including it being used by someone else for any reason), you may end your membership. If you use another member’s University identity card/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 payroll 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.

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 payroll membership
Before your membership starts you must:

• Pay a proportion of the monthly membership fee to cover the period between that date and the last day of the month before the fee starts being deducted from your salary; and
• Fill in a payroll form authorising monthly fees to be paid to us, throughout the period of your membership, from your salary.

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 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 a fixed membership) to reflect inflation and the rising costs of providing services.

From August we can increase the membership fees by:

• 1%; or
• any replacement facilities we provide.

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 in membership fees 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 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 Memberships, 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 from the date we accept your membership. If you do so, and then cancel your membership under this clause 8a, 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 we will pay that refund:
• Into the same bank account as the one your membership fees were paid from; or
• By bank transfer 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 bankrupted or enter into an individual voluntary arrangement (in which case we will need a letter from the bankruptcy or 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 show your new address to us 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 8b, within 28 days from the date of the cancellation we will repay a proportion of the membership fees to cover the period from the date 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).

9 Us ending your membership
a Ending agreement immediately
We may end your membership and the agreement immediately, by giving you written notice, if any of the following applies:
• Any person 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 (or any member whose membership is linked with yours under clause 12, uses rude, obscene, abusive, threatening or violent language 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 interests of other people who visit the club or use the facilities.
• You do not keep to these conditions or the conditions of use.

b When you applied for membership, you gave us details which you knew were false and those details affected our decision to accept your application.

When you applied for membership, you gave us details which you knew were false and those details affected our decision to accept your application.


If you want to appeal against our decision to end your membership under the clause above, you can follow 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.

c 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, return 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.

d Change in membership

10 Change in membership

a Upgrade in facilities
You can apply to upgrade the facilities you can use, at any time, by filing 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 your 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 filing 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 use 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.

11 Guests
When permitted by us, at times to be notified, 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.

12 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 opened by you,
• You guarantee that the member will keep to the terms and conditions of their membership, particularly promptly paying any amount that member must pay in connection with their membership.

13 Suspending membership
You can, at any time, suspend your membership (and, if you do, you will 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 conditions arising during pregnancy, which result in you no longer being reasonably able to use the facilities you have signed up for), you can suspend your membership and we will pay you any part of your membership fee.

If the adult’s membership ends because they cancel their membership other than under clause 8b, or because we cancel their membership under clause 8a, 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 fees were paid from or, if you paid by cash, to a bank account in the adult’s name.

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 If your membership will automatically end:
• 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 8b, or because we cancel their membership under clause 8a, we will refund any membership fees relating to any period where you cannot use the facilities you have signed up for for whatever reason.

15 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 two courts per day, capped at two courts per week, without charge. Those members can book additional courts for whatever 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 whatever 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.

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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.