

User(s) of the Centre are required to comply with the following.

Definition

- **'The Centre'** shall mean all buildings, surrounding land and other facilities owned, leased or occupied by University of Birmingham Sport (UBS).
- **'The Director'** means the Director of Sport at the University of Birmingham and includes any employee of the University acting on behalf of a Director by delegated authority and/or under express instructions.
- **'User(s)'** means any person using any of the facilities of the Centre whether as a participant or spectator and whether or not a charge has been paid for entry to the Centre or the use of the facilities.
- **'The Hirer'** means the persons or organisation hiring any part of the Centre or the use of the facilities.
- **'Booked Period'**, booking or bookings means the period(s) of any day or part thereof reserved for the use of the Hirer and agreed by UBS.
- **'Club'** includes any group or organisation approved by the Director for booking of facilities of the Centre.
- **'University'** shall mean the University of Birmingham.

User(s) shall:

- Comply with all the reasonable instructions and requests of the Director or other employees of the Centre.
- Refrain from any conduct which is inappropriate or unsporting or which might cause annoyance or danger to other Users of the Centre.
- Consume refreshments in the designated areas only.
- Ensure that the part of the Centre used is left in a tidy and orderly condition by the end of the period of use.
- Carry out and observe all instructions relating to the use of the Centre and conduct therein which may from time to time be published by notice on the premises or otherwise.

User(s) shall not: (unless expressly authorised by the Director)

- Bring or permit to remain in or on the Centre any dogs or other animals, unless for accessibility.
- Sell or attempt to sell or promote in the Centre to other User(s) any goods, articles, or equipment.
- Put up any notices or decorations (internal or external).
- Take photographs at the Centre, or arrange for any filming, or televising of any activity therein.
- Alter, interfere with or misuse any equipment or the fittings of the Centre or the structure thereof.
- Bring in cycles of any description except when authorised for the specific purpose of research, specialist training, etc.

Admission

The Director reserves the right to refuse admission to the Centre to any User(s) whether or not a fee has previously been paid in respect of entry and/or the use of the facilities of the Centre. The Director reserves the right to require any User(s) to leave the Centre at any time without refunding any fee paid for entry of for the use of any facilities. For safety reasons use of the Centre by children aged 11 and under must be supervised by an adult User(s) at all times.

Fees and Charges

The University through the Director reserves the right:
To vary all fees and charges
To annually review fees and charges
To vary or discontinue the availability of the facilities of the Centre.
To cancel bookings of any or all of the facilities of the Centre.

Cancellations

Please note, bookings are subject to payment in full in advance. Cancellations with less than 14 days notice will be subject to a charge equivalent to 25% of the total fee. Cancellations with less than 7 days notice will be subject to payment in full of the total fee. Cancellations must be notified in writing.

Refunds

Refunds are only given on medical grounds.

Transfers

Bookings can be transferred, but must be done so with a minimum of 24 hours notice of the booking taking place, after which point no transfer can be offered.

The Loss or Damage to Personal Property

The University does not accept responsibility or liability for any damage to or loss of any property or articles or things whatsoever placed or left in or on the Centre or any part thereof by the User(s).

Injury

The University shall not be liable for any personal injury and/or consequential loss, including fatal injury and consequential loss sustained by any User(s) of the Centre however when such injury or loss is sustained, except where such injury or loss is directly caused by the negligence of the University or its employees. Lack of inadequacy of supervision of the

use of any equipment, amenity or facility of the Centre shall be deemed not to be negligence on the part of the University or its employees unless such supervision has previously been expressly arranged with the Director of the Centre.

Breach of Condition

In the event of any breach of these conditions the User(s) may be required by the Director to leave the Centre and will forfeit the charge paid by such User(s) for entry to or use of the Centre. Such action shall be without prejudice to any rights which the University may have against such User(s) by virtue of these.

Alterations of Conditions

The University reserves the right without prior notice at any time to alter or amend the whole or any of these conditions.

LOCAL RULES OF USE

Entry

It is a condition of the Centre that User(s) must bring with them their I.D. card on each visit. The Director reserves the right to refuse entry to persons unable to produce their I.D. card.

Fraudulent Use

ID cards are not transferable. Fraudulent use of ID cards will automatically incur a period of suspension.

Facility User(s)

All our facilities are available to hire, bookings are subject to payment in full in advance. The booker must participate in the activity booked. The set up and take down of equipment associated with a booking will take place within that bookings period. The hire charge includes the use of lights, changing and showering facilities and the provision of post and nets (where appropriate). Equipment hire is available at a charge. Booking restrictions do apply.

Gym User(s)

All User(s) of the gym are required to complete an induction programme; guest User(s) of the gym must sign a waiver. In addition use of the free weights area is subject to an additional induction programme and the issue to the User(s) of a (red) weights card, which must be produced by the User (s) to gain access. In both instances the User(s) must comply with the Health Commitment statement. User(s) with a pre-existing medical condition or medical condition diagnosed after joining should not use the gym without express agreement of their GP or hospital, any doubts should be made known to the Director.

Pool User(s)

User(s) attending a length session must be able to swim one length continuously. For safety reasons children aged 5-11 must be accompanied by an adult at a ratio of no less than 1 adult to 2 children. Under 4's must be accompanied by a ratio of 1 adult to 1 child. Both these age groups can only attend general / family sessions.

Sauna User(s)

If you have any blood pressure, heart issues or are pregnant, you may want to get a medical opinion before using.

Guest Fees & Visitors

Sports Centre members may introduce non User(s) as guests. The guest must pay the appropriate guest fee. Guests & visitors must sign at reception.

Sporting Dress and Footwear

Appropriate sporting dress and footwear must be worn, at all times.

Temporary Closure of Facilities

There will be times when the Centre, parts of it or a specific class/course will be unavailable. The University will endeavour to keep closures to a minimum and to provide reasonable notice.

Food & Drink Policy

The preparation of food within the Centre and the consumption of alcohol outside designated areas/or purchased other than from the Centre is strictly forbidden.

Accidents/Incidents

All accidents/incidences must be reported to a member of UBS staff immediately. If this is not possible, and the User(s) requires the assistance of the emergency services the User(s) must telephone University Security on 0121 414 4444.

Emergency situation

On hearing the fire alarm all User(s) must leave the Centre. Facility staff will direct you to the nearest assembly point and only on their instruction can you return into the Centre.

Car Parking

Community User (s) can park on campus before 8.30am and after 4.30pm Monday – Friday and all day Saturday and Sunday. Parking between 8.30am and 4.30pm Monday – Friday is only permitted in designated car parks (North & South car park) which are pay and display. Users must comply with parking conditions published by the University.

Tel: 0121 414 4117

www.sport.bham.ac.uk

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