

TERMS & CONDITIONS OF USE

Terms and conditions of use

These terms and conditions form part of an agreement (referred to in this document as 'the agreement') between:

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

If you are a member of the club, the agreement between you and us is made up of these terms and conditions of use, the joining form and the terms and conditions of membership you were given when you completed the joining form.

If you are not a member of the club, the agreement between you and us is made up of these terms and conditions of use and the entrance form.

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.

class, 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.

booking fee

The fee you must pay for booking a class, course or court at the relevant prices published on the club's website at the time.

entrance form

The entrance form you complete, either electronically on the club's website or by hand, allowing you to use the facilities you want to use if you are not a member of the club.

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.

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'.

users

People using any of the club's facilities, whether they are members, guests, 'pay as you go' customers or otherwise.

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 Using the club's facilities

You must keep to the terms and conditions forming part of the agreement. When you (or your parent, if you are under 18) complete the joining form or entrance form (as the case may be), you are confirming that you will keep to the terms and conditions whenever you visit the club.

We may cancel any booking, your use of the facilities, and/or escort you off the club's premises immediately, without giving you notice or having any liability to you, if you use another person's identity/ membership/ access card to enter the club or use the facilities, or if you allow your identity/ membership/ access card to be used by someone else for any purpose.

3 Opening hours – peak and off-peak

The club's opening hours, peak hours and off-peak hours are shown on the club's website and in the reception of the club. The club's opening hours will be reduced on non-working days. Any changes to the opening hours, peak hours or off-peak hours will be advertised on the club's website and in the reception of the club at least three calendar months before the date the change comes into force.

You can start to use the facilities you have signed up for not less than 20 minutes before the closing time.

The club's changing facilities will close, and everybody should leave them 20 minutes after the closing time.

4 Vouchers

From the club's website you can buy a voucher for a class or classes. The number of classes your voucher allows you to book depends on the number of 'credits' the voucher contains. All of the credits on the voucher must be used by the date shown on it.

The cost of vouchers is shown on the club's website or the noticeboard in the club's reception area. The cost of vouchers can change.

To book a class using a voucher, you must provide any document we ask for to confirm that you are eligible to book that class.

You can cancel your voucher by giving us written notice within 14 days of you buying it. After 14 days, you lose your right to cancel the voucher.

Your written notice must clearly state that you want to cancel the voucher. You can use a cancellation form, which is available from the club's reception desk, but you do not have to. You need to email the form to membership@sportandfitness.bham.ac.uk or post it to University of Birmingham Sport & Fitness, Edgbaston, Birmingham, B15 2TT.

Before you buy any voucher, you can ask to use it for a class or classes within

14 days from the date of the purchase. If you do, you lose your right to cancel the voucher.

We will pay the refund for the voucher into the bank account you paid the fee from.

5 Class, course, pitch and court bookings

Classes, courses, pitches and courts can be booked by any member, subject to availability and as set out in the terms and conditions of membership, and by any person who is not a member but holds an active non-member account with the club, subject to availability and for a fee published on the club's website.

If you are a member of the club, you can book an available class, course, pitch or court you are eligible for up to 14 days in advance. If you are not a member of the club, you can book an available class, course, pitch or court which you are eligible for up to 7 days in advance.

We can introduce extra restrictions on advance bookings in periods of high demand.

The club's No-Show Policy applies to all bookings. Under that policy, if you cancel a class, course, pitch or court three times in any calendar month without giving the written notice explained in clause 6 of these conditions, you will not be able to book any other class, course, pitch or court for the rest of that calendar month and the next calendar month.

Fees for bookings are as advertised from time to time. Unless a class, course, pitch or court is included in your membership, you must pay the booking fee in advance.

Bookings cannot be transferred. If you book any class, course, pitch or court, you must be present for the full booking.

If you are more than five minutes late for any booked class, course, pitch or court we can deny you entry, and another user may take your place.

Certain classes, courses, pitches and courts have age restrictions. Other restrictions may also apply. Further details are given on the club's website or the noticeboard in the club's reception area.

When you book any class, course, pitch or court, you must provide any proof we ask for to confirm that you are eligible to book that class, course, pitch or court.

6 Cancelling bookings

You can cancel a court or pitch at any time, but you will only be entitled to a refund of your booking fee if you give at least 24 hours' notice of cancellation.

You can cancel a class booking at any time. You will only be entitled to get back the credits from your voucher if you give at least two hour's notice of cancellation.

You can cancel your course by giving us written notice within 14 days of you booking it. After 14 days, you lose your right to cancel the course.

We can cancel court, course, pitch and class bookings at any time due to unforeseen circumstances and circumstances beyond our control. We will do everything reasonably possible to advertise cancellations on our website.

7 Juniors

Use of the swimming pool

Juniors under 14 must be supervised at all times by an adult who is a member of the club.

When using the swimming pool:

- All juniors under 4 must wear a swimming nappy;
- Juniors under 3 must be within reach of the adult supervising them; and
- An adult cannot supervise more than one junior under 3, or two juniors under 14.

People under 16 cannot use the sauna or steam room.

General activities and classes

- all juniors under 5 must be supervised at all times by a responsible adult.
- except where published on the club's website, all juniors between the ages 5 and 14:
- must be signed in and out of any class or other activity involving use of the facilities by an adult who is a member of the club, and who must remain in the club during the class/activity.
- must be collected within 15 minutes of the advertised end time of any class/activity. Failure to comply may lead to us ending the junior's and/or adult's membership or ability to book classes/activities, and an additional charge, as published on the club's website, may be applied to late collection.

Changing rooms

Juniors under 8 can change in either the male or female changing room as long as they are accompanied by an adult of the sex appropriate to that changing room. If possible, you should use a cubicle in the changing room if one is available.

8 Swimming pool, sauna and steam rooms

You should shower and go to the toilet before using the swimming pool.

You must not eat, shave or use any exfoliation or moisturising products in the swimming pool, sauna, steam room and changing areas.

Only use plastic drinks containers in the pool area.

You must follow any instructions provided by the lifeguard or pool manager, as well as any rules and guidance displayed in the area.

If you hear the pool emergency alarm, leave the pool and wait for further instructions from the lifeguard.

The swimming pool opening times, and the times of particular sessions, are contained in a timetable. We can change the timetable, including introducing or removing particular sessions, at any time. We will try to publish any changes to the timetable

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on our website or the noticeboard in the pool area.

Swimming aids and recreational items can only be used in particular sessions as advertised on the club's website or the noticeboard in the club's pool area. If you have a medical condition that might affect your use of the swimming pool, sauna or steam room, please tell the lifeguard as soon as possible. If you have or have had diarrhoea, you must not use the swimming pool for 14 days from the day you last had symptoms.

You must not use personal trainers, other than coaches appointed by us, in or around the pool.

You must wear appropriate swimwear or items at all times, and follow the behaviour rules of the swimming pool, sauna and steam room. For rules and regulations on appropriate clothing and behaviour, see the club's website or the noticeboard in the club's pool area.

9 Gym

It is very important that you stay conscious of your safety in the gym. Good technique and positioning are essential for training effectively and preventing injury. Before you start using the gym, you must attend an induction session or have watched the induction video available on the club's website. You should also complete an induction specific to free weights before using the free weights. If you are not sure exactly how to use a piece of equipment, ask a member of staff.

You must return all gym equipment to the correct place when you have finished with it.

During busy periods, as shown on the club's website or the noticeboard in the club's reception area:

- There is a 20-minute limit on all cardiovascular equipment;
- You can only use one piece of gym equipment at a time; and
- Where reasonably possible, you should share gym equipment.

You must not use personal trainers, other than coaches appointed by us, in the gym.

You must wear appropriate sports clothing at all times, and follow the behaviour rules of the gym. For rules and regulations on clothing and behaviour, see the club's website or the noticeboard in the club's gym area.

10 Parking

Terms and conditions for using the car park are shown on the club's website and on the display board in the car park.

11 Health and safety

If you have a medical condition, or any concerns about your health, get medical advice before using the facilities.

Smoking and using electronic cigarettes are not allowed in the club or on its premises.

Pets, other than guide dogs, are not allowed in the club.

If you are injured or have an accident in the club or on its premises, please

report it immediately to a member of staff.

You must not use the facilities if you have an infectious disease or condition.

Do not block the fire exits or walkways. If you hear the fire alarm, leave the club through the nearest fire exit and follow the instructions given by staff.

12 Lockers

For security reasons, you and any guest of yours must store personal belongings and valuables in a locker provided in the club, if one is available. If you are a member, when you join the club you will be given a locker band for a locker. You can buy a replacement locker band from the club's reception at the price published on the club's website at the time.

Non-members can hire a locker band from the club's reception for a refundable fee at the price published on the club's website at the time.

You can only use a locker while the club is open. We can remove any contents left in a locker after closing time. If we remove your belongings from a locker, you can claim them back at the reception desk up to two weeks after the date they were removed. After two weeks, we can dispose of, and will not be responsible for, them.

Putting your belongings in a locker will not guarantee that they will not be lost, stolen or damaged, and we will not accept any liability for items placed in lockers unless any loss, theft or damage is a result of our negligence.

13 Photographs

You cannot film or take photos in the club without written permission from us.

We may want to take photos at the club for marketing and related purposes. We will try to advertise any planned photography on our website or the noticeboard in the club's reception area. If you do not want to be photographed, or you do not want any of your guests or members whose membership is linked with yours to be photographed, let a member of staff know.

14 Behaviour

We will not tolerate any inappropriate behaviour towards others. We may cancel any booking, your use of the facilities, and escort you off the club's premises immediately, without giving you notice or having any liability to you, if:

- You use rude, obscene, abusive, threatening or violent language, or behave in a rude, obscene, abusive, threatening or violent way, towards anyone on the club's premises;
- 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, stopping you from using the facilities is in the interests of other users;
- You break these conditions or the terms and conditions of membership; or
- You do not keep to the Bribery Act 2010, Equality Act 2010, Modern Slavery Act 2015 or Counter-Terrorism and Security Act 2015.

15 Complaints policy and appeals policy

We treat all people who make complaints with respect, and expect respect for the staff who deal with complaints. All feedback is recorded in a way that can be analysed in order to improve services in both the short and the long term.

If you have a complaint, comment or concern, discuss this with a member of staff. After speaking to a member of staff, if you are still not happy you can follow the complaints procedure below:

- Email your complaint to **feedback@sportandfitness.bham.ac.uk**
- We will aim to acknowledge your complaint in writing within two working days.
- We will aim to settle your complaint within 10 working days.

If you are not satisfied with our response to your complaint, you can follow the appeals procedure below:

- Email your complaint to the Senior Management Team at **management@sportandfitness.bham.ac.uk**
- We will aim to acknowledge your appeal in writing within two working days.
- We will aim to give a final response to your appeal within ten working days.

The Senior Management Team's decision is final.

16 Liability

No other terms and conditions apply to the agreement, unless they automatically apply by law.

Nothing in the agreement limits or excludes our liability for death or personal injury resulting from our negligence, or for any damage or liability arising as a result of fraud or fraudulent information.

Except where the law states otherwise:

- Our total liability arising in connection with our obligations under the agreement, will be limited to the membership fees, and booking fees you have paid us in the previous 12 months; and
- We will not be liable for any special, indirect, consequential or purely financial loss, costs, damages, charges or expenses.

17 General

We can sell or transfer our rights and obligations under the agreement at any time as long as this does not significantly affect your rights under the agreement. You cannot transfer your rights and obligations under the agreement without our permission in writing.

To find out how we will use any personal data you share with us, please read our privacy statements at: www.birmingham.ac.uk/privacy/index.aspx

We can share your personal information with our agents, associated organisations and contractors for legal, personnel, administrative, management and other purposes relating to membership and the agreement. You must stop using the facilities, or not start using the facilities, when specified by us. We can refuse to let you use the

facilities and order you to leave the club. The agreement replaces all previous agreements, arrangements and commitments between you and us. You confirm that you have not entered into the agreement based on any assurance that is not stated in any of the documents making up the agreement. We will have no liability to you under the agreement if we are prevented from, or delayed in, meeting our obligations under the agreement because of events beyond our reasonable control, including strikes, extreme weather conditions, equipment breaking down, the power supply failing and necessary repairs or health or safety concerns.

From time to time we may change the facilities or access to them, without giving notice, in order to meet any legal or regulatory requirements (as long as the changes do not affect the type of service provided).

We can change all or any of these conditions and the terms and conditions of membership, including introducing reasonable extra charges for services or facilities, if this is reasonably necessary to continue providing services or facilities. We do not need to give you notice of such changes.

If any condition of the agreement cannot be enforced, it will not apply. This will not affect the rest of the agreement.

Nobody other than you and us can enforce any rights under the agreement.

In connection with the agreement, you must keep to the Bribery Act 2010, the Modern Slavery Act 2015, the Counter-Terrorism and Security Act 2015 and the Equality Act 2010 and all related laws, regulations and codes.

Any disputes relating to the agreement must first be handled under the complaints policy and appeals policy set out in clause 15. After those procedures have been followed, you and we will try to settle any remaining dispute by mediation, in line with the Centre for Dispute Resolution Model Mediation Procedure. The mediation will take place in Birmingham. You can find out more about the Centre for Dispute Resolution Model Mediation Procedure from the website at www.cedr.com

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

The agreement will be governed by the laws of England.