

# TERMS AND CONDITIONS – TERMLY & ANNUAL MEMBERSHIPS

## 1. DEFINITIONS

- 1.1 Member: A User who pays an annual fee entitling them to enjoy the benefits of using some of the facilities, namely the Fitness Suite, Boxing Suite and Sauna.
- 1.2 Facilities: The premises, equipment and other facilities of the Centre.
- 1.3 User Conditions: The User Terms and Conditions applicable to all Users of the Sports Centre. Available at Reception.
- 1.4 The Centre: All areas of the Sports Centre on Brayford Campus including external pitches and all internal areas, excluding the Human Performance Centre.
- 1.5 Contact Details: email [sportscentre@lincoln.ac.uk](mailto:sportscentre@lincoln.ac.uk), telephone 01522 886688, in writing to Rope Walk, Lincoln, LN6 7TS
- 1.6 The University: University of Lincoln

## 2. STAFF, ASSOCIATE, STUDENT AND ALUMNI MEMBERS

- 2.1 Students, Associate, Staff and Alumni identity will be required to provide proof of status.
- 2.2 If a Member during this agreement is no longer a student or a member of University staff or associate of the University they must immediately notify the Sports Centre in writing or by email.

## 3. COOLING OFF PERIOD

Members may cancel their membership within 14 days from the date they paid their membership 14 days from the start of their membership (whichever is later). To cancel, the Member must send notification to us by email or in writing. Membership refunds will only be paid on receipt of proof of payment

## 4. MEMBERSHIP RIGHTS

- 4.1 Members shall enjoy use of the following facilities: Fitness Suite, Boxing Suite, and Sauna (when available) and fitness classes when the appropriate membership has been purchased.
- 4.2 Members holding a class membership can join in the fitness classes. (Fitness class timetable available from reception)
- 4.3 Membership rights do not include the use of any other facility in the Centre, which are chargeable.
- 4.4 The Sports Centre does not offer compensation if any of the rights are temporarily removed for Health and Safety or Maintenance reasons.
- 4.5 The Boxing Suite will be unavailable when it is being used for classes. Information on classes taking place in the Boxing Suite are available on the Class Timetable or at the Sports Centre Reception.
- 4.6 Members are required to have an induction for the boxing suite on the first time of use. (Ask fitness instructor for induction)

## 5. USER CONDITIONS

Members must also comply with the User Conditions and rules.

## 6. PAYMENT

- 6.1 The annual fees for membership are as follows: Students £150.00, Staff £165.00, Alumni & Associate £180.00
- 6.2 The annual fees for a termly membership are as follows: £120.00 (September to May)
- 6.3 Members will pay the relevant fee on acceptance of this agreement.
- 6.4 A deposit of £6.00 is to be paid if we are to issue the member with a PAC Key.

## 7. PAC KEY

- 7.1 A PAC Key allows Members access to the Sports Centre.
- 7.2 All Members must have a PAC Key, which can be purchased from Sports Centre Reception for a £6.00 deposit.
- 7.3 The deposit will be refunded when the Member returns the PAC Key.
- 7.4 If the PAC Key is lost, damaged or not returned then the deposit will be retained by the Sports Centre and the Member will have to pay a £6.00 deposit for a replacement to be issued.

## 8. DURATION

Membership commences from the time of payment and shall continue the duration of the membership purchased (annual or termly).

## 9. EARLY TERMINATION AND NO SUSPENSION

- 9.1 The University may terminate Membership if the Member breaches any terms of this Agreement (including for the avoidance of doubt breach of User Conditions).
- 9.2 Where (i) the University student permanently withdraws from their programme of study or (ii) a member of University staff ceases employment with the University within 6 months from the date of accepting the terms of this Agreement, a percentage of the fee paid will be refunded as follows: If it is within 3 months of purchase 50% of the fee paid will be refunded. If between 4 and 6 months, 25% of the fee paid will be refunded. There will be no refund if the individual leaves more than 6 months after acceptance.
- 9.3 To obtain the refunds under 9.2 Members must send notice of their leaving and their desire for a refund via email or in writing at least 2 weeks before their leaving. Confirmation of leaving may be required.
- 9.4 Where a member is given student or staff membership that Membership will immediately terminate if they cease to hold that same status as a student or member of staff.
- 9.5 Subject to the completion of any accrued responsibilities up to the date of termination where Membership terminates so does this Agreement.
- 9.6 Membership can not be frozen or temporarily suspended by the Member.

## 10. NO TRANSFER OF MEMBERSHIP

Membership is personal to the Member. Members are not permitted to allow any other persons to use their Membership. In particular, others may not use Members cards to book Facilities or gain entry to the Centre.



## FITNESS CENTRE PROCEDURES AND ETIQUETTE

1. All users can take part in an induction of the gym equipment, shown by a Fitness Instructor.
2. Please bring your fitness centre card to the gym at all times. Entry will be refused without it.
3. Correct clothing and footwear (trainers, tracksuit bottoms, shorts, t-shirts or vests) must be worn at all times.
4. Please consider others by being hygienic while using the gym. Towel down the equipment after use.
5. Food is not allowed in the gym. Water is permitted in plastic bottles.
6. It is advisable to drink water before, during and after exercise.
7. Please place all bags and belongings in the lockers provided.
8. Time limits on equipment may be enforced during peak hours.
9. Before entering the fitness suite, please sign your name on the sheet provided. When you have finished, sign the time out.
10. If you are feeling unwell, stop exercising immediately and inform a member of staff.
11. Appropriate behaviour is essential at all times. Remember that the management have the right to refuse entry.
12. If you have any problems or suggestions please inform a member of staff.
13. Mobile telephones, cameras or recording equipment are not permitted in the gym.

## FREE WEIGHTS

14. Please return free weights to the racks provided and keep to the matted area.
15. Please use the collars provided at all times when using the Olympic, close grip and EZ bars.
16. When lifting weights on the Olympic bar, please use a spotter. A member of staff is always available and happy to assist.

## BOXING SUITE

17. The Boxing Suite (Boxercise Room) is to be used for cardio workouts only. The equipment is not designed to withstand high impact punching or kicking.
18. No sparring or fighting is allowed in the Boxing Suite.
19. Gloves must be worn while using the boxing equipment.
20. You must have a boxing induction before using the Boxing Suite.

**If you have any questions about any of these procedures please ask a member of staff and they will be happy to help.**



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**Your health is your responsibility. The management and staff of this organisation are dedicated to helping you take every opportunity to enjoy the facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of each other.**

### OUR COMMITMENT TO YOU

1. We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.
2. We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy.
3. We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards as set out by the Register of Exercise Professionals.
4. If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

### YOUR COMMITMENT TO US

1. You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medical professional and follow that advice.
2. You should make yourself aware of any rules and instructions, including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.
3. You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be a person available who has had first-aid training.
4. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

**This statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligations which you or we must meet.**

