

## University of the West of England

### UWE Bristol Sport – Terms and Conditions

#### GENERAL TERMS AND CONDITIONS

1. You acknowledge that to provide the highest standards of facilities, we may need to close certain or all facilities temporarily for decorating, cleaning, essential repairs or maintenance of equipment, that this may disrupt the provision of services to you and agree that such disruption shall not amount to a breach of this agreement by us.
2. If closure is required for specific functions, bank holidays or for programmed repairs / alteration / maintenance, where possible notices will be displayed in advance. No refund of the membership fees even in part will be given.
3. All members must report to reception on arrival or use the turnstile. You will be asked to show your card when attending the Centre for Sport (CFS) on each visit.
4. If you lose/damage your card you will need to pay the CFS £5 for the issue of a replacement card. Any amended or defaced cards will be deemed damaged.
5. If your card is lost or stolen you must immediately notify the CFS in writing. Until notification is received you will be liable for any bookings made.
6. Certain activities require prior booking to guarantee availability. Those not pre-booked must collect a booking receipt from the CFS Reception and hand to the appropriate instructor/coach.
7. You must familiarise yourself with the Gym Rules that are displayed in the gym. We may cancel or suspend your membership without notice if you break these rules.
8. Personal Trainers operate in our facility on a self-employed basis. Any service they provide to you constitutes a contract between the Personal Trainer and you rather than UWE CFS. We accept no responsibility for breach of contract or negligence caused by a Personal Trainer.
9. UWE CFS does not allow any personal training to be done by anybody that is not part of the UWE CFS self-employed personal training team. Any members suspected of personal training will have their membership cancelled.
10. You must use all equipment and facilities in an appropriate manner and give due regard to your own health and safety and to that of others.
11. No outdoor shoes are permitted in any activity area. Users are asked to change into non-marking soles for use in the building.
12. Persons wearing muddy kit, outdoor clothes, inappropriate footwear or any other inappropriate kit, will be asked to leave the premises. No refunds will be given.
13. Please leave all bags and outdoor clothing in the lockers provided. UWE Bristol Sport does not accept any responsibility or liability for any damage to or loss of any property or articles left or placed in or on the facilities or any part of the facilities to include the car park by a user.
14. For the convenience of other users, members are asked to occupy lockers when using the facilities only. The CFS reserve the right to break into occupied lockers, empty the contents and put them in a secure place of storage for two weeks after which they will be disposed of without any further liability to you or anyone else.
15. We reserve the right to refuse access to the facilities if you act in a way that may cause offence or distress to others; or in our opinion presents a risk to others health including your

own; or if you fail to use any equipment safely and properly; or as instructed by our staff. No refunds will be given.

16. Not adhering to our terms and conditions and poor conduct will result in suspension or removal of membership or booking privileges.
17. UWE Bristol Sport reserves the right to amend or introduce any rules necessary to ensure the safe and efficient operation and financial viability of the facilities.
18. Car parking at the CFS is only permitted for staff and community members. No student parking is permitted.
19. General Conditions of Use and Membership Terms and Conditions are applicable across all sites and facilities – including CFS, W Block, Hillside Gardens and Wallscourt Farm Gym.
20. UWE Bristol Sport reserves the right to refuse any booking without explanation and to cancel any booking made through or at its facilities, including but not limited to the sports hall, squash courts, climbing wall or all-weather pitch if the space is required. In the event of such cancellation by UWE Bristol Sport, its representative will give a minimum of 24 hours' notice to you, if practicable and any fees or deposits already paid will be refunded or alternative dates may be offered.

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## MEMBERSHIP

### *Eligibility*

- UWE students (UWE ID card required)
- Not adhering to our terms and conditions and poor conduct will result in suspension or removal of membership or booking privileges.
- Full-time and part-time students producing an NUS card
- All current and retired UWE staff (staff ID required)
- UWE Alumni (alumni letter)
- Family - Applications must be made by the UWE employee on behalf of their partner and any of their children aged 16 plus (require documentary evidence of residence at the same address)
- Members of the community over the age of 16 (proof of age may be required)
- Age 60+ (proof of age will be required)

### *Terms of Membership*

1. UWE Bristol Sport reserves the right to withdraw or cancel any membership if in the opinion of any staff member either you, or your guests, break the terms and conditions of membership or breach any of the rules and regulations.
2. Memberships are non-transferable. Misuse of cards will result in a one-week suspension. If the card is misused again then the membership will be cancelled with no refund.
3. If we cancel your membership for misuse of our facility the membership will still need to be paid for in full. This decision is at the discretion of the management.
4. Community and staff members can cancel their membership by giving us one month's written notice.
5. You can upgrade your membership at any time (by paying the difference in price).
6. Payment for memberships can be made by cash, cheque or credit card. Staff can pay monthly via a rolling staff payment plan from their salary or in full upfront. Community members and alumni may pay monthly.

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7. In exceptional circumstances we will allow you to cancel your membership with immediate effect, to do this you are required to give us one month's written notice.
8. Student refunds are only considered if you leave the University or if you have a serious illness that prevents you from using the facilities (a doctor's certificate will be required, stating clearly why you are prohibited from using the facilities).
9. Some academic courses include a mandatory year away from Bristol. In such cases you are advised to purchase the most flexible pass as no refunds or extensions are given for periods spent away. Your membership also can't be put on hold for short placements.
10. We review our membership fees annually. Any changes to our fees will generally apply from 1 August each year.
11. Off-peak gym time is specified as being any time before 15:00.
12. Acceptance of UWE Bristol Sport membership means agreement to the General Conditions of Use.

### *Data Protection*

Please refer to our [Privacy Policy](#).

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## MOVE

1. You must be a Move member and have paid the appropriate fees to participate in the Move programme.
2. If a member of an SU social sport club would like to upgrade to Move membership they will need to request a refund from the SU (within 28 days of purchase) and then purchase the Move membership.
3. Once a member, sessions can be booked online, via the app or at reception, as detailed on the website.
4. Members must book onto each drop in session (whether this be in advance or on the day).
5. Members must book on to coached courses and leagues prior to the start, where possible.
6. Members must sign in with the instructor/activator at the start of each session.
7. If your name is not on the pre-booked register or you are not able to show proof of Move membership/booking you will not be able to take part.
8. No refunds will be given, unless at the discretion of the manager.
9. Two weeks' notice needs to be given if you are unable to attend a Coached course.
10. If you sign up to a coached course and do not attend the majority of the sessions you may forfeit your right to book on to future courses.
11. For Coached Courses, if minimum numbers are not reached sessions may be amalgamated or cancelled.
12. If you are unable to make a session during a coached course please let the Coach know.
13. You are able to sign up for Drop in Sessions up to 7 days in advance.
14. You are able to sign up to coached courses up until 7 days in advance.
15. Offensive, violent and/or abusive language towards the officials, other players, activators, coaches and staff will not be tolerated and will result in a suspension from Move and possible disciplinary proceedings.
16. For certain sports, equipment is available to hire or will be provided. This will be outlined on the website.
17. Please wear appropriate clothing and turn up on time.

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18. If you would like to join a league, you must complete the online form. A link will be included in your welcome email after purchasing your Move membership. The Sport Experience Team will log your details and contact you with further details via email prior to commencement of the league.
19. Any fully paid up Move member that has registered for the leagues are eligible to play.
20. All participants must be paid Move members, as a result all participants are insured through the UWE Bristol Sport's Endsleigh insurance policy.
21. Any team found with unregistered or suspended players playing will have the match points awarded to the opposition and 1 point deducted for each unregistered/suspended player from the team's current league total. Teams may be liable for league suspension.
22. Persistent breaches of rules may result in expulsion of the team from the league and liable to UWE Bristol Sport disciplinary procedures. The 11 a side league is affiliated to the GFA which can involve fines if red or yellow cards are awarded.
23. Any disputes will be adjudicated by the Move activators and Sport Experience Team.
24. If a player is sent off during a game, they must remove themselves from the playing area.
25. Any player suspected of being under the influence of alcohol or drugs will not be allowed to participate.
26. All appeals must be made in writing to UWE Bristol Sport within 24 hours of the incident.
27. The UWE Bristol Sport team will decide on any matters of discipline.
28. If a league team fails to appear for a scheduled fixture (after 5 minutes has passed) the opposition will be awarded the win, with a score of 3 - 0.
29. When a team arrives late for their fixture, game-time may be reduced in order to keep following fixtures within agreed time slots.
30. Teams failing to attend 2 consecutive fixtures or 3 'ad hoc' fixtures without prior arrangement may be replaced.
31. If a league team pulls out or is removed during the season we will try and replace them. The new team will take over the points total and league position of the team they are replacing.
32. The team captain is responsible for all aspects of their team in the league.
33. For outdoor sports every effort will be made to replay games that were cancelled due to bad weather however it cannot be guaranteed that every fixture will be replayed.

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## BOOKINGS

### PHYSIOTHERAPY BOOKINGS

1. The physio clinic can be booked in at CFS reception, you will be required to make payment at time of booking.
2. Cancellations need to be made no later than 24 hours before the appointment, otherwise payment will be taken.

## Active Card Members

### Class and Court Bookings

1. Classes and courts in the CFS can be booked by members up to seven days in advance. Members who have an Active Card, which includes classes, can book by telephone, online, on the mobile app or in person.
2. You must give at least 4 hours' notice for class and court cancellations or you will be charged £3.50 penalty fee. Cancellation should be made by contacting the Centre for Sport reception on 0117 32 86200
3. Sports hall bookings – to cancel a booking we require 12 hours' notice.
4. If there is a £3.50 charge against you for a class but the place you booked was then filled by someone else there will be no £3.50 charge against your account.
5. If you don't show or cancel with less than 4 hours' notice three times, you will lose your advance booking rights for a period of one month.
6. All activities not attended within five minutes after start time may be re-let.
7. Back-to-back bookings are permitted up to a maximum of two for all facilities, but it is not permissible to book two courts at the same time.
8. All users need to check in together at main reception for their booking. Members can book to play with anyone but all non-Active Card members will be charged the £3.50 visitor entry for squash bookings.
9. UWE Bristol Sport reserves the right to take advance bookings for facilities to cover competitions, courses or special events.
10. Use of University facilities is subject to the Standard Conditions of Hire – a copy of which is available for inspection at reception or online.
11. Certain activities require prior booking to guarantee availability. Those not pre-booked must collect a booking receipt from the CFS Reception and hand to the appropriate instructor/coach.

### General bookings

1. To enable you to book facilities and classes through our online systems you will receive a PIN on enrolment. If you have forgotten your PIN, you will need to contact reception to get this reset.
2. Your PIN is unique to you, you must not share nor permit its use by anybody else.
3. If not playing with an Active Card member the standard hire price will be applied.
4. Proof of climbing wall membership from either CFS or another centre is required before using the climbing wall.
5. If playing with more than one member the standard hire price will be applied to the full booking. Guest fees are applicable to everyone aged 12 years old and over.

### Squash Bookings

1. Squash bookings may be made up to seven days ahead in person, online or on the telephone.
2. All courts not taken five minutes after start of time booked may be re-let.
3. Please make every effort to advise the reception staff at the CFS if you are unable to attend a booked court. If you book a squash court you will be required to pay £3.50 if less than 4 hours' notice of cancellation is given or if you do not show for the court.

4. The CFS standard General Conditions of Use also apply to squash court users.
5. If an Active Card member plays squash with a non-member then the non-Active Card member will pay £3.50 guest fee per court per 40 minutes.
6. Active Card members are allowed back-to-back squash court bookings up to a maximum of two but are not allowed to book two courts at the same time.

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## BLOCK BOOKINGS

Booking times – The facility booked will be available for occupation between the times stated on the booking application. Please ensure that enough time is allowed to set up and clear away before, and after, use of the facility, as occupancy of the buildings or grounds for longer than the booked times may be charged.

Uses of facilities - Visitors are not permitted to enter the area or rooms, or to use any facilities or equipment, other than those connected with the use of the facilities allotted to them by prior agreement. The facilities booked may only be used at the times and for the purposes agreed by UWE Bristol Sport. Unless UWE Bristol Sport give prior consent the Customer may not invite onto UWE premises persons other than members of the Customer's party.

Control and safety - Visitors use the facilities and equipment at their own risk. The control and instruction of visitors is the responsibility of the Customer. In particular the Customer must ensure that the number of persons using the facilities at any time is not in excess of the number that may safely use them. It is the duty of the Customer and their party to take reasonable care for the health and safety of themselves and others.

## FACILITIES FOR HIRE

### Hillside Gardens

- 2 all-weather pitches and changing rooms
- 1 grass football pitch and training grids

### Frenchay Campus

1 Sports Hall, 1 Floodlit artificial pitch, 1 Climbing Wall, 1 Aerobics Studio and 2 Squash courts.

### W block

Ergo training room, dojo area and physiotherapy bays.

### Wallscourt Farm Gym

2 squash courts and performance gym

Prices and bookings are directed to the Centre for Sport reception, Frenchay Campus. Telephone: (0117) 32 86200

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Right to refuse hire – UWE Bristol Sport reserves the right to decline any application for hire of CFS premises.

Damage or Loss - The hirer is liable for any damage or loss to the property that occurs during the hire of a facility at UWE Bristol Sport.

Cancellation of bookings - Once a booking has been accepted, UWE Bristol Sport reserves the right to charge for the booking unless reasonable notice of cancellation has been given (24hr notice required for ad hoc cancellation of facilities, 1 week required for block bookings)

Loss of articles – UWE Bristol Sport accepts no responsibility for the security of any clothing, money, valuables or other property belonging to visitors, nor accepts liability for their loss or damage.

Terms of Payment – Fees must be paid on the day of the event or prior to using UWE Bristol Sport premises. In the case of a Customer who is an unincorporated association, the person signing the application undertakes personally to pay any charges arising from the booking, notwithstanding that he may be acting as agent for the association. Customers who are in default of these payment terms may not be permitted to hire facilities again.

Block bookings - Payable in two halves; upon commencement of the agreement block booking and half way through the booking period or monthly. Failure to make payment may result in termination of the booking. The minimum number of pitches required to qualify for a block booking are:

a. 10 weeks for fixtures on artificial pitches

Indemnity - The Customer indemnifies UWE Bristol Sport at all times against any and all injury, loss, damage, costs and expenses suffered or incurred by UWE Bristol Sport and against all actions, claims, demands, or proceedings made or brought against UWE Bristol Sport resulting from any act or default of the Customer. This also applies to any member of the Customer's party or any other party invited by the Customer onto UWE Bristol Sport premises (whether invited with or without UWE Bristol Sports permission). The responsibility of UWE Bristol Sport for such damage, loss or injury is expressly excluded.

#### CONDITIONS AND RESTRICTIONS

Equipment – The Customer must ensure all users wear the correct footwear. No blades, studs or moulds may be worn on the artificial pitches; please see attached guide for examples of suitable footwear.

Competence - If National Governing Bodies stipulate specialist tuition is required, prior to the use of the premises the Customer should provide UWE Bristol Sport with certificated evidence of the competency of the intended group tutor/leader.

Smoking – Smoking is not permitted in the buildings or on the grounds/astro.

Sale of goods - Except with UWE Bristol Sports prior written consent, the organiser may not exhibit any advertising or allow the sale of goods on the premises.

Parking – Visitors are reminded that their cars are left entirely at the owner's risk. Neither UWE Bristol Sport nor the UWE accepts any responsibility for the security of any vehicle, clothing, money, valuables or other property belonging to visitors, nor accepts liability for their loss or damage. UWE Bristol Sport will advise the Customer of where to park at UWE especially for events.

Notices - Visitors must comply with any notice displayed on any of the buildings or grounds.

Alcohol - No alcohol may be brought onto UWE property. By prior arrangement refreshment requirements can be supplied through the UWE Bristol Sport on an account basis.

Specific to the artificial pitch

1. The Customer must ensure that all players use the correct footwear.
2. On entering the fenced area ensure players use the brushes provided so as not to carry any mud onto the pitch.
3. It is encouraged for spectators to remain outside the fenced area in the seated stand provided.
4. When moving goalposts ensure the wheels provided are used to manoeuvre them to the new position.
5. DO NOT move any goalposts onto the playing surface.

6. Changing/toilet facilities are located on all sites at UWE Bristol Sport.

7. Floodlights are controlled from the CFS. It will be up to the CFS to decide when the lights get turned on at Centre for Sport and Hillside Gardens.

SUPPORTING DOCUMENTS (can supplied on request)

UWE Bristol Sport Safety policy

Campus maps

Guidance on appropriate footwear for an artificial pitch

#### HEALTH AND SAFETY

Accidents – In the event of emergency at UWE Bristol Sport the Customer, at the very first opportunity, must contact the Centre’s reception or speak to a member of staff who will then contact the emergency services. Any accident that occurs on UWE property **MUST** be reported at the time of the event, or as soon after as is practicable, to a member of staff, when an accident report form must be completed.

Fire – On arrival at the facility, the Customer should read the displayed fire notice. On hearing the alarm, the facility must be evacuated immediately to the Centre’s car park. The Customer must ensure all doors to the facility are closed and walk to the designated assembly point via the signed escape route. The Customer, at the very first opportunity, must contact the Centre’s reception or speak to a member of staff who will contact the fire brigade. The Customer should undertake a headcount to ensure that all visitors are accounted for whilst waiting for the fire service to arrive. Under no circumstances should the Customer re-enter the facility until suitably advised by the fire authority; either a member of UWE security services or the fire brigade officer in attendance.

Disabled access – The site provides suitable facilities to cater for disabled access and services. If a member of the Customers group has specific requirements these should be provided at the stage of booking, or as early as is practicable, so appropriate arrangements can be made.

Health and Safety Policy - A copy of the UWE Bristol Sport health and safety policy statement can be provided on request.

First Aid Kits - All clubs should bring their own first aid kit. UWE Bristol Sport also has a first aid provision (first aid kits/ice)

#### HEALTH & SAFETY

1. It is compulsory for all users of the fitness facility to have a gym induction before using the facility. Inductions can be taken via our online video, or booked in with professional staff through reception when joining and are given to ensure you use the equipment safely.
2. All members accept responsibility for their own state of health and physical condition. You should read the Health Commitment Statement (available within our facilities and on the website) before you start using your membership or using our facilities.
3. On entry into this Membership Agreement and every time you enter during your membership, you warrant and represent to UWE that you have no medical conditions known to you that would mean that you are not capable of all forms of exercise and that



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such exercise will not be detrimental to your health. If in doubt, it is your sole responsibility to consult a medical practitioner or to contact staff at the CFS for further advice before use or cancel your membership.

4. In the interest of hygiene, users of the fitness suite are asked to bring a small towel to wipe perspiration from seats, handles etc after use.
5. Children under 16 are not permitted in the gym unless it is for an organised, taught activity and led by a qualified instructor/coach.
6. Use of the facilities and all leisure equipment and amenities thereof is permitted entirely at the user's own risk and users must satisfy themselves that they have taken all reasonable precautions.
7. UWE Bristol Sport will not be liable for any losses suffered or personal injury occasioned to any user, except where such losses or injury are directly attributable to the negligence of the UWE Bristol Sport or its servants or agents and in any event UWE Bristol Sport will not be liable for any consequential loss howsoever cause.
8. Any information provided by a member to UWE Bristol Sport will be processed in accordance with the general principles of the General Data Protection Regulation.
9. Fire exits are clearly marked throughout all of our facilities and must not be interfered with. If the fire alarm does go off you should leave the premises through the nearest safe exit and make your way to the assembly point outside the respective facility.
10. No smoking is permitted within the CFS or any of our other facilities.
11. No pets will be allowed in the CFS or its grounds with the exception of guide dogs.

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We reserve the right to amend terms and conditions of use as we consider appropriate at any time.

*The Centre for Sport on Frenchay Campus is open:*

- Monday - Friday: 07:15 - 22:30
- Saturday and Sunday: 09:00 - 20:30

Please note, the latest entry time to the Centre for Sport is 30 minutes prior to closure.

*Wallscourt Farm Gym is open:*

- Monday - Friday: 7:30 - 20:00 (term time only)

*Hillside Gardens is open:*

Monday to Friday 07:30 - 20.00