

2023-25 Terms and Conditions of Membership

You must adhere to all Edge Hill University and Edge Hill Sport rules and policies at all times, following any conditions on the notices and signs on display within facilities. Details of all relevant Policies and Procedures can be found on our website at <https://www.edgehill.ac.uk/departments/support/edgehillsport/documents-and-forms/> These Terms and Conditions supersede any previous versions and will also be available on the website.

1. GENERAL

1.1 Wristband Use:

- 1.1.1 You will receive a wristband as part of your membership. Wristbands are mandatory for use of the fitness suite, swimming pool and exercise classes. You can use your wristband to gain access to facilities within the Sports Centre as well as for locker use.
- 1.1.2 If you are a new member your membership wristband can be collected from the Edge Hill Sport Reception within the Sports Centre on your initial visit, where proof of any relevant ID will be checked. If you are a community or staff member you will also be required to have a photograph taken for your membership.
- 1.1.3 Charges will apply for not bringing your wristband if attending the fitness suite, swimming pool or an exercise class; or for replacement bands. Please see our website for further Membership Wristband information.
- 1.1.4 Damaged bands will be replaced free of charge on production of the damaged band.
- 1.1.5 Lost wristbands which are handed in to the Centre will be deleted from the membership and a new band will be issued free of charge upon the next visit.
- 1.1.6 Fraudulent activity of members found using another member's wristband will result in their membership being terminated with no refund given.
- 1.1.7 All members who have been issued a wristband are required to swipe on the access control points of the facilities they are using in order to register their visit which will show a green light for access. Should the access control point light go red then the member is to report to reception in order to resolve the access issue.
- 1.1.8 Further information on Wristband usage, charges and our Locker Use Policy are detailed on our website and must be followed.

1.2 Health Commitment

- 1.2.1 Every member must read and agree to our Readiness to Exercise and Health Commitment statement before commencing use of the facilities and activities. This can be found <https://www.edgehill.ac.uk/departments/support/edgehillsport/documents-and-forms/>
- 1.2.2 It is your responsibility to ensure that you inform our Fitness Instructors or Activity Leaders of any medical condition prior to undertaking any form of exercise.
- 1.2.3 It is also your personal responsibility to check with your own medical practitioner that you are fit and healthy prior to undertaking any form of exercise.
- 1.2.4 You must inform Edge Hill Sport of any significant changes to your health that may affect your participation.

1.3 General Conduct

- 1.3.1 You must respectfully consider other users of Edge Hill Sport facilities and our employees.
- 1.3.2 We can prevent you from entering the facilities or ask you to leave if we think your language, behaviour or your dress is not appropriate or may cause offence.
- 1.3.3 The Duty Manager has the right to stop you from using the facilities if they feel that you may be under the influence of alcohol or drugs.
- 1.3.4 Smoking/use of e-cigarettes is not permitted on the premises.
- 1.3.5 Photography is not allowed in the Sports Centre without prior permission. The use of mobile phones, cameras or other image capturing devices are strictly prohibited at all times within changing rooms, toilets, Sauna and Steam Room, reception foyer and the Swimming Pool.

2. MEMBERSHIPS

2.1 General Terms

- 2.1.1 Memberships are non-transferable and none resaleable.
- 2.1.2 Fraudulent activity of members found using another member's account (including wristband) will result in their membership being terminated with no refund given.

2.2 Membership Fees

- 2.2.1 We will review the membership fees on an annual basis and members will be notified of any changes.
- 2.2.2 Notices of price changes will be displayed within the Sports Centre and on our Website.
- 2.2.3 Appropriate identification or other proof will be required to establish the eligibility for any discounted membership (e.g. student, staff, junior, corporate).

2.3 Upgrades and Downgrades - Non-Direct Debit Members

- 2.3.1 Non-Direct Debit members can upgrade or downgrade their membership at any time.
- 2.3.2 The payment term will recommence from the date of the request and take into consideration any pro-rata membership fees already paid remaining on the membership.
- 2.3.3 Refunds will not be issued for downgrades.

2.4 Membership Cancellations

- 2.4.1 At the discretion of the Sports Operations Manager, you may cancel or suspend your membership with immediate effect (for Direct Debit memberships required cancellation notification please see section 2.6) for the following circumstances, however written evidence must be provided:
 - (a) Medical condition which severely restricts physical activity;
 - (b) Redundancy;
 - (c) Job relocation;
 - (d) A student leaving an Edge Hill University course before the normal completion date.
- 2.4.2 **You** may also terminate your membership if:
 - (a) We significantly reduce the facilities or principle activities that are available to you for a prolonged period of time;
 - (b) We close a facility for a significant period without providing an alternative;
 - (c) We significantly reduce our opening hours;
 - (d) We significantly change our Terms and Conditions.
- 2.4.3 If terminating for any of the above reasons we will refund any part of your outstanding membership fee which you have paid for in advance from the point of request but will not backdate any refund for non-attendance.

2.4.4 We reserve the right to charge an administration fee of up to £20.00 on any refund for the above reasons.

2.4.5 **We** may terminate your membership if:

(a) You commit a serious or repeated breach of the rules;

(b) You knowingly/unknowingly allow your membership to be used by someone else;

(c) Any part of your membership fee or arrears remains unpaid 30 days after due date;

(d) You provide us with details which you know to be false when applying for membership.

(e) You attempt to resell your membership to be used by someone else.

2.4.6 If we terminate your membership for any of these reasons a refund will not be issued.

2.4.7 Any breach of the Terms and Conditions may result in further action being taken.

2.5 Direct Debits

2.5.1 Direct Debit subscriptions will be due on or around the 10th day of every month and this date is not negotiable.

2.5.2 If the bank returns a failed payment on your account, we will contact you and ask you to make a manual payment for that month.

2.5.3 We will suspend your membership and you will be denied access to the facilities until payment is made. This does not mean that we will automatically cancel your membership.

2.5.4 Direct Debit members will receive written notification of changes up to 14 days before any change in fee is due.

2.5.5 Direct Debit members can upgrade their membership to a Peak membership between the 16th and the end of the month and will be required to pay a pro rata payment to take them up to the next Direct Debit date.

2.5.6 You can downgrade your membership type to Off Peak with one month's written notice, however no monetary refund will be issued.

2.5.7 To terminate your Direct Debit agreement, you must give us one calendar month's written notice in writing to edgehillsport@edgehill.ac.uk

2.5.8 We will take one further Direct Debit payment and your membership will then terminate 1 month from the last Direct Debit fee taken.

2.5.9 We will confirm your cancellation date within 10 days of receiving your correspondence.

2.5.10 If you do not receive confirmation within 10 days you must inform staff at Edge Hill Sport.

2.5.11 It is your responsibility to ensure we have received your notice. We only accept proof of recorded delivery as proof of posting.

2.6 Cooling Off Period

2.6.1 You may cancel your membership within the first 14 days of joining.

2.6.2 We will refund any membership fees you have paid once we receive your cancellation notice, which must be in writing.

3. USE OF FACILITIES

3.1 General Bookings

3.1.1 Some facilities may be unavailable due to university use or to large scale events or maintenance.

3.1.2 We reserve the right to amend our programmes according to demand.

3.1.3 We will give reasonable prior notice of any changes to the programme where possible.

3.1.4 Bookable activities and facilities have maximum occupancy rates which members must adhere to at all times. Please see our Standardised Activity list available on our website for the maximum number of guests/attendees allowed per activity.

3.1.5 Members are not permitted to book facilities or activities on behalf of others when not participating.

3.1.6 Bookings may only be made by the membership holder.

3.1.7 All facilities, activities and exercise classes booked must be paid for at the time of booking, unless included within the relevant membership.

3.1.8 Exercise classes may be age restricted (see class timetable for details).

3.2 Sports Centre Membership Bookings

3.2.1 Members are restricted to a maximum of 3 consecutive zero priced court bookings on any one day.

- 3.2.2 Fixed penalty charges for non-attendance for zero priced pre booked sessions will apply. Please see price list on our website for charges.
- 3.2.3 Members can only have a maximum of 10 pre-booked zero priced activities on their account at any one time.
- 3.2.4 Failure to register visits for zero priced booked sessions will result in a fix penalty charge being added to member accounts for non-attendance. Please see pricelist on our website for charges.

3.3 Refunds and Non-Attendance of Sessions

- 3.3.1 For bookings that are included as part of your membership you must notify the Centre at least 2 hours prior to your booking time if you are no longer able to make the booking slot. Failure to do so will result in arrears on your account. Any arrears outstanding over 7 days will result in suspension of membership until the arrears are cleared.
- 3.3.2 No refunds will be given on pre-paid bookings.
- 3.3.3 For prepaid sessions cancellations inside the 2-hour cancellation period will result in the session being lost to the client.
- 3.3.4 For prepaid sessions, nonattendance or “No Shows” will result in the session being lost to the client. No refund for the lost session will be made, nor will a replacement session be added to your account.
- 3.3.5 We will endeavour to give reasonable notice if a session is required to be cancelled or moved.
- 3.3.6 Cancellations can be made online (exercise classes and court bookings - zero priced bookings only) or by contacting reception by telephone where bookings can be moved within 7 days of this request (subject to availability).

4. VISITS

4.1 General

- 4.1.1 All members hiring our facilities as part of their membership and their guests must adhere to our Terms and Conditions of Hire, available on our website.
- 4.1.2 Members must register visits for any booked sessions prior to the start time of those sessions by the following:
 - (a) For booked sessions in the Dance Studio by using their wristband to swipe in at the Studio door entry system;

- (b) For booked sessions in the Fitness Suite by using their wristband to swipe in at the Fitness Suite door entry system and informing a member of the fitness team of their arrival;
- (c) For booked sessions not in the Dance Studio or Fitness Suite by checking in with your wristband at Reception.

4.1.3 Visits can be registered up to 3 hours before session start times.

4.1.4 It is the member's responsibility to ensure that visits have been registered.

4.1.5 Members who turn up after the start time of a session may not be permitted entry, it will then be at the instructor's discretion if will you be admitted to the session. Members should visit the Reception as an arrear may be occurred for late attendance.

4.2 Swimming Pool

4.2.1 All users of the swimming pool must register their visit by scanning on the door of the swimming pool.

4.2.2 For those memberships which include use of the swimming pool, failure to register a visit will result in a penalty against your account.

4.2.3 Use of the swimming pool is subject to the Pool Safety Rules which are available on the website and on display within the Centre.

4.2.4 The weekly timetable will be displayed within the Centre and on social media platforms.

4.2.5 It is the member's responsibility to ensure that any children under the age of 12 years using the swimming pool are supervised in line with the Swimming Pool's Child Supervision Policy which is available on the website and on display within the Centre.

4.3 Fitness Suite

4.3.1 All users of the Fitness Suite must register their visit by scanning their membership band on the door of the Fitness Suite. You will not gain access unless you have a valid wristband.

4.3.2 For those memberships which include use of the Fitness Suite, failure to register a visit will result in a penalty against your account.

4.3.3 The Fitness Suite is restricted to members ages 16 years and over.

4.3.4 All new members are required to undertake an induction prior to using the facility. A range of inductions are available according to your needs. Members should seek instruction before using unfamiliar equipment.

4.4 Off Peak Restrictions

- 4.4.1 Off Peak memberships are valid from opening until 4.30pm Monday to Friday and during all opening hours on weekends.
- 4.4.2 The last permitted entry time for the Swimming Pool, Fitness Suite, Health Suite and Athletics Track during off peak times will be 4.30pm. No transfer between these facilities is permitted after 4.30pm.

4.5 Parking

- 4.5.1 Please note that car parking for Edge Hill Sport customers is located (subject to availability) in Zone A of the main car park.
- 4.5.2 During University Term Time Monday - Friday 09.00 - 16.00 parking is only available to Edge Hill University permit and blue badge holders.
- 4.5.3 Any vehicles parked on site without a qualifying permit or in other campus locations will be subject to enforcement action including fines

5. PERSONAL TRAINING

5.1 Personal Training Bookings

- 5.1.1 Normal Terms and Conditions apply see; 3.1 & 3.2.
- 5.1.2 Personal Training is only available with a current paid Fitness Suite membership.
- 5.1.3 Places are subject to availability.
- 5.1.4 Assessments are mandatory prior to undertaking Personal Training and are delivered on a 1:1 basis only. Assessments must be paid for at the time of booking.
- 5.1.5 Personal Training sessions are non-transferable.
- 5.1.6 Appointments can only be made with an accompanying EHS Personal Trainer, with an appointment card (signed by an EHS personal trainer) or via the Fitness Manager.
- 5.1.7 Personal Training sessions can be attended by multiple participants upon request by the member who holds the booking and at the discretion of the facilitating Personal Trainer (additional charges apply).

- 5.1.8 Although we will endeavour to make appointments with the Personal trainer of your choice, no specific Personal Trainers are guaranteed to be provided for the booked session.
- 5.1.9 Once a block of 5 or 10 PT sessions are purchased, you will need to book your 1st session. Further sessions can then be booked up to 10 weeks in advance.

5.2 Personal Training Cancellations

- 5.2.1 Cancellation of a booked session must be made more than 24 hours before the start time of the session. This will result in the session being added back to your account.
- 5.2.2 Cancellations made outside of the 24-hour cancellation period will result in the session being lost to the client. No refund for the lost session will be made, nor will a replacement session be added to your account.
- 5.2.3 Non-attendance or “No Shows” will result in the session being lost to the client. No refund for the lost session will be made, nor will a replacement session be added to your account.
- 5.2.4 We will endeavour to give reasonable notice if a session is required to be cancelled or moved.
- 5.2.5 Cancellations can be made by speaking to a receptionist/personal trainer (working on shift at the time of cancellation) by telephone, or in person.