

## Strathclyde Sport Terms of Conditions August 2024

#### **Definitions**

- User a person visiting Strathclyde Sport and participating in an activity.
- Member a person with a subscription

#### **User Behaviour**

- Strathclyde Sport caters to a diverse range of Users, and all are requested to be respectful of others in our space. We ask Users to refer to the <u>Strathclyde Community Commitment.</u>
- Users should conduct themselves in a respectful and polite manner towards staff and fellow Users, at all times. Strathclyde Sport reserves the right to ask Users to leave or prevent entry to the facility if behaviour or conduct is considered not appropriate.
- 3. Serious misconduct or repeated breach of the Terms of Conditions may result in Users not being allowed to utilise the facility, with no refund of membership fees provided, if applicable. Where such instances occur Strathclyde Sport staff will follow the Exclusion Policy where necessary.
- 4. As a facility that caters predominantly to adults, Users are reminded that some facilities and the changing rooms are open to under 18s (see Child Entry below). Users of the shared changing areas are expected to be mindful of the diverse range of facility Users, and to keep nudity to a minimum.
- 5. All Members are issued with a personal access method (card, fob, library card) this must be used to gain entry every time a visit is made. Memberships and their accompanying access method-are not transferable to another person, and anyone found to be sharing their membership may have their membership cancelled and / or given a potential ban with no entitlement to a refund. Strathclyde Sport reserve the right to charge a fee for replacement of access items.
- 6. Private personal training/coaching is strictly prohibited in any of Strathclyde Sport facilities, regardless of financial transfer, unless prior permission has been granted by Strathclyde Sport. Anyone undertaking or suspected of delivering training/coaching, may be asked to leave along with the User who has allowed them access.

## Facility Guidance And Access

- 7. A photograph will be taken on all User's first visit to Strathclyde Sport. This photograph may be used should the applicant apply for any additional membership or service and will be accessible only within Strathclyde Sport. Refusal to have a photography taken will result in no entry being permitted.
- 8. All Users are required to clear activity spaces Monday to Friday by 10pm, Saturday and Sunday by 6pm and exit the Strathclyde Sport facility within 15 minutes of these times.
- Appropriate clean clothing and footwear must be worn at all times in dry side activity spaces. Jeans are not permitted whilst participating in sport. T-shirt or similar top layers must be worn at all times. Flip- Flops / clogs should not be worn in dry side activity spaces.
- 10. Access to the facility and activities may be restricted at given times to carry out cleaning, repairs, alterations, or improvements, for staff training and large events, or for reasons that are beyond Strathclyde Sport's control. Members will not be reimbursed any proportion of membership fees during these times. Strathclyde Sport will publicise any restrictions as timely as possible using the Strathclyde Sport App, posters, TVs around the building and/or social media and website.
- 11. No food should be taken into any activity area. No chewing gum or glass is permitted within the Strathclyde Sport. Only nonglass bottles with a lid or cap that can be resealed are permitted into any activity area.
- 12. Users are advised to use social media platforms responsibly. See also section below on Photographs and Videos.
- 13. Breakages/damages should be reported immediately to a member of Strathclyde Sport staff.
- 14. Smoking is not permitted in any part of the facility or with 15ft of the facility, including the use of e-cigarettes or similar devices. No person shall introduce or consume alcohol or illegal substances, within any area of the facility or enter the facility intoxicated.
- 15. No animals, other than assistance dogs, are allowed into the facility.
- 16. Strathclyde Sport operates on a cashless basis.
- 17. Strathclyde Sport may cancel or move a booking made by User at any time. Where possible, Strathclyde Sport will provide as much notice as is reasonably practicable.
- 18. CCTV monitoring operates throughout Strathclyde Sport for the purpose of public safety and crime prevention.

#### Membership General Conditions

- 19. Upgrades and changes to a purchased membership are only permitted at the discretion of Strathclyde Sport.
- 20. Strathclyde Sport reserves the right to review membership fees annually and payments may be increased in August each year accordingly. Members on a monthly rolling subscription will be given one month's notice of any proposed increase.
- 21. Strathclyde Sport reserves the right to cancel, without notice, any re-joining member who has outstanding defaulted payments from a previous account.
- 22. Proof of eligibility for discounted rates will be required on first visit, and periodically thereafter.
- 23. Membership prices are reflective of our opening hours and take into consideration closure over the Christmas/New Year period. Strathclyde Sport student annual memberships are valid for that current Academic year, September to August inclusive.
- 24. The Strathclyde Sport Student Calendar Year annual membership is valid for the current calendar year, January to December inclusive.
- 25. A 10 visit Multi pass is valid for 6 months from date of purchase and can be used for gym, fitness classes or swimming.
- 26. Partner Rate to be eligible the lead member must be either a staff member or student at University of Strathclyde. The partner membership becomes invalid if the student or staff member cancels. In specific circumstances, such as maternity or shared leave, exceptions can be made but are at the discretion of Strathclyde Sport.

## Direct Debit Memberships

- 27. All Direct Debits are a legally binding contract between the Member and Strathclyde Sport.
- 28. Strathclyde Sport will collect Direct Debits from your bank account on the 1st of the month or the nearest working day.
- 29. Direct Debit memberships purchased between the 1st and the 15th of the month will require an up-front pro rata payment for that month and the first Direct Debit will be collected on the 1st of the following month.
- 30. Direct Debit memberships purchased from the 16th of the month onwards will require an up-front pro rata payment for the remainder of that month and the whole of the following month. The first Direct Debit payment will then be collected on the 1st of the month after that.

## Membership Cancellations

- 31. Membership fees are non-refundable (this does not affect right to receive a refund for any products purchased online within fourteen days of making your purchase. An administration fee will be charged for this process.) Exceptions may be made on medical grounds. Requests for pro rata refund on medical grounds should be made in writing by email to strathclydesport@strath.ac.uk or by letter to Strathclyde Sport.
- 32. Cancellation of staff payroll membership must be done by completing the <u>Membership Cancellation Form</u> or by letter to Strathclyde Sport, by the 2nd of the month (or nearest working day) to stop the deduction from your next pay.
- 33. Cancellation of Direct Debit Memberships must be done by completing the Membership Cancellation Form or by letter to Strathclyde Sport, by the 15<sup>th</sup> of the month or full payment for the following month will be collected.
- 34. Cancellation of membership is not considered complete until Strathclyde Sport issue confirmation of termination. This may take the form of a written or email communication.
- 35. If for medical reasons a member is unable to use their membership for a period longer than one month, they may apply for a temporary suspension of their membership. This shall remain at the discretion of Strathclyde Sport. Requests for suspension should be made in writing by email to strathclydesport@strath.ac.uk or by letter to Strathclyde Sport.

# Health and Mobility

- 36. Users' health is their own responsibility, and you should read Strathclyde Sport's Health Commitment Statement and Eating and Exercise disorders documents that are available at <a href="https://www.strath.ac.uk/strathclydesport">www.strath.ac.uk/strathclydesport</a>.
- 37. Users who require assistance to access the facility and equipment due to a disability or health condition, should make reception staff aware on arrival. Users can also contact Strathclyde Sport in advance to discuss their specific access requirements. Information about accessibility is available on the Strath Sport website <a href="here">here</a> with a further detailed access guide available via <a href="AccessAble">AccessAble</a>.

# Photographs and Videos

38. Users should be aware that on behalf of Strathclyde Sport, photographs and/or video recordings will take place on a sporadic basis throughout the Strathclyde Sport facility. Images will always be taken with appropriate signage and verbal notices from Strathclyde Sport and will be communicated to our Users within confined areas. Images and/or video recordings will always be taken at the discretion of our Users. The images could be used in print and digital media formats including print publications, websites, email communication, digital advertisements, social media, the University prospectus and materials for teaching, research, and promotional purposes.

- 39. No photography or filming should be undertaken in the changing areas. Filming and photography in the swimming pool area is only permitted with approval from the Strathclyde Sport Management Team. Please see a member of staff for assistance.
- 40. Users are not permitted to take photographs or videos of other facility Users without express permission, including taking photographs and videos where other Users appear in the background and are identifiable. This includes when using social media or apps to log or share progress.

## **Bookings**

- 41. All bookings must be paid at the time of booking (where not included in membership). A list of current charges is available on the Website. Strathclyde Sport reserves the right at any time to vary the Charges at its discretion.
- 42. For all one-off bookings (e.g. exercise class, squash court, badminton court) members may book facilities up to 7 days in advance. Non-members may book up to 3 days in advance. Once a booking has been made and paid for, it is then non-refundable unless Strathclyde Sport cancels the booking.
- 43. Bookings can be made either over the phone, through the Strathclyde App, in person or via the Website. A User may be asked a security question to verify their identity at the time of booking. If there is an unpaid charge from a previous booking on the User's account, the User cannot make any further bookings until the debt is settled in full. Non-members cannot book over the phone.
- 44. Block bookings and external hires can be made in agreement with Strathclyde Sport and are subject to separate Conditions of Hire.

#### Child Entry

- 45. Only members of Strathclyde Sport, University of Strathclyde staff and students can bring children (U16s) in to use the pool, squash courts and sports hall with the child PAYG rate being applicable per child.
- 46. In all cases, the accompanying adult must be taking part in the same activity as the child/ren to supervise.
- 47. Children under the age of 11 must be supervised at all times by an adult in the changing facility.
- 48. Children aged 11 and over must use a gender-appropriate changing facility. A small number of private, accessible and gender-neutral changing rooms are available, and private changing and shower cubicles are available in the male and female changing areas.

#### **Swimming Pool**

- 49. Users must always obey the instructions of our lifeguard and adhere to pool rules and guidelines. If the lifeguard deems Users swimming ability insufficient to allow access to the deep water the lifeguard will inform Users to remain in the shallow end for safety reasons or prove their swimming competency.
- 50. No one is permitted into the pool area without a Strathclyde Sport staff member being present on poolside.
- 51. Only appropriate swimwear that will not hamper or impede the swimmer may be worn. A list of suitable swimming attire can be found on or website <a href="here">here</a>.
- 52. Spectator and visitors must wear plastic overshoes in the pool halls to maintain hygiene and cleanliness standards.
- 53. Lane etiquette: Swim in a lane appropriate to ability. Follow the directional signal for each lane. Overtaking should be done at the end of the lane with care and patience. Be courteous to other swimmers and respect their right for an uninterrupted swim.
- 54. Starting blocks are only permitted in club training sessions or by prior agreement with Strathclyde Sport.
- 55. Users are asked to return equipment to the correct storage area.
- 56. Where possible please use the lockers provided in the changing rooms.
- 57. Diving is only permitted beside the starting blocks at the deep end of the swimming pool.
- 58. Only small sized hand paddles are permitted in our swimming pool. We do not allow fins of any size during lane or recreational swimming.
- 59. Users should be aware of signage on poolside advising pool depth and during recreational / lane swimming sessions there are signs (located ½ way up pool) indicating where there is a change in water depth.

#### Children Swimming

In line with industry guidance:

- 60. One adult can swim with one child under 4 with or without armbands
- 61. One adult can swim with two children under 4, both must wear armbands.
- 62. One adult can swim with up to two children aged 4 to 7 with or without armbands.
- 63. Child aged 8 years and over: No restrictions with ratio but adult needs to be in the water.
- 64. If a child cannot support themselves in an upright position, then the adult supervision ratio must be reduced to 1:1.

## Sauna and Steam Room

- 65. No person under the age of 16 years may use the Sauna or Steam Room. Please refer to signage outside the Sauna and Steam Room which details advice on the safe use of these facilities.
- 66. When in the Sauna or Steam Room you must wear appropriate swimwear.
- 67. If the Sauna or Steam Room are busy, Strathclyde Sport have the right to limit time spent by Users.
- 68. Users should be respectful in the sauna and steam room to one another.
- 69. Lotions, essences and creams are not permitted in the Sauna or Steam Room.

#### Fitness Classes

- 70. It is advisable to pre-book classes to avoid disappointment.
- 71. All members may book classes, to which their membership entitles them free access unless specified.
- 72. Strathclyde Sport reserves the right to cancel a timetabled class due to unforeseen circumstances or booking numbers not making the class viable to teach. Strathclyde will endeavour to communicate any cancelled classes at the earliest possible opportunity.
- 73. If a class is cancelled and as a non-member you have paid for a class, the payment will be used towards another class or refund provided.
- 74. You must arrive at the start of the class on time. Entrance to class will not be permitted to anyone arriving late.
- 75. Participants should inform the instructor if they have an illness or injury or are pregnant before the start of the class, or immediately if they begin to feel unwell during the activity.
- 76. Use of mobile phones is not permitted during fitness classes unless tracking a workout.
- 77. Users are asked to cancel pre-booked classes when they are unable to attend. Failure to attend or late cancellation of less than 1 hour for a pre-booked class will result in a £5 charge being placed on the members account, with access to the facility and ability to book onto future classes restricted until the charge is paid.
- 78. Non members will not receive a refund if within the late cancellation period or they do not attend the class however maybe transferred to another activity if correct notice is given.
- 79. In certain circumstances a User maybe eligible for a refund where the need to cancel relates to a protected characteristic or health condition.

# Gym / Strength & Conditioning Area

- 80. No one under the age of 16 is permitted to use the gym / strength and conditioning area unless approved by Strathclyde Sport staff.
- 81. Users should seek instruction before using unfamiliar equipment or if unsure how to perform an exercise.
- 82. Certain areas will have restricted access at certain times to accommodate classes, groups, and clubs.
- 83. Platforms are reserved daily for FOCUS Sport & Performance Sport Scholar training. Please refer to the timetable located within the Strength & Conditioning Area for platform availability.
- 84. Whilst sports bags/rucksacks are not permitted to be taken into the space, users may bring a small drawstring bag containing gym accessories (for example, weightlifting shoes and lifting straps). These can be purchased from reception.
- 85. Users should refrain from moving equipment between rooms and using dumbbells in the platform/rack area.
- 86. Users should only use sleds on the artificial turf.
- 87. Users should share equipment including the platforms/racks where a minimum of 2 people can exercise safely depending on exercise selection. Members should not sit on the fixed resistance kit for extended periods of time on their phone.
- 88. Always remember to use spring collars when using a barbell.
- 89. Whilst use of liquid chalk is not permitted, Users may bring their own chalk block into the gym provided it is contained in a sealable container, used appropriately and any spillage is cleaned up.
- 90. Both black oxide Powerlifting, and silver Olympic Weightlifting bars are provided. Please select the appropriate bar for the exercise and load being performed.
- 91. Users are required to wipe down equipment after use.
- 92. Stretch and mat work should only be done in the allocated matted spaces.
- 93. Report faults and breakages to the Gym team.

## Gym Appointments

- 94. Fitness Consultations can be booked through the Strath Sport App or online at <a href="https://www.strath.ac.uk/strathclydesport">www.strath.ac.uk/strathclydesport</a>
- 95. All members of Strathclyde Sport and University of Strathclyde Students and Staff can book Fitness Consultations for free.
- 96. Personal Exercise Plans (PEP) and Personal Training appointments are only available to members of Strathclyde Sport and must be paid at time of booking.
- 97. You must arrive at the start of the appointment on time. If you arrive late the instructor may have to reduce your session time or move your booking. Excessive lateness may result in you losing your session. Repeated lateness may result in the cancellation of your appointment with no refund.

### Sports Hall, Squash Courts, SSPE and Dance Studio

- 98. Each venue, where applicable must be prebooked through the Strath Sport App or online at <a href="https://www.strath.ac.uk/strathclydesport">www.strath.ac.uk/strathclydesport</a>.
- 99. Users are asked not to enter the activity space until the time of booking commences. Please use the lockers provided for all personal belongings.
- 100. Clean, indoor, light-coloured, non-marking footwear must be always worn whilst using the facility. If you are playing in dark soled shoes that are marking floors, then you will be asked to stop and leave the area.
- 101. Any set up and take down of equipment must be completed within your booked time slot. The first 5 minutes of the booking is allocated for staff to set up equipment. Users are to finish bookings in activity spaces 5 minutes early to allow time for equipment to be set down for the next booking. Users are requested to clear activity areas promptly.
- 102. A maximum of one hour per day can be booked by a member. Members and non-members cannot play continuously for the following hour or another hour under other member's booking. Members are only permitted to bring 3 non-members into the facility during the booking timeslot. Strathclyde Sport have the right to cancel consecutive bookings. Users can only take part in one booking per day in any one facility. Fees are chargeable for non-members and should be paid at Reception. Members require to be present at reception when non-members are paying their admission fee for access to activity spaces. Non-members will be denied entry to the facility without a member present.
- 103. Only approved equipment can be used.
- 104. Members are responsible for their guest's behaviour during their visit to Strathclyde Sport.
- 105. Members are asked to cancel pre-booked sessions when they are unable to attend. Failure to attend will result in a £10 charge being placed on the members account, with access to

the facility and future bookings restricted until the charge is paid. Cancellations can be made until 1 hour before the session starts with no charge. Any cancellation made within an hour will still be charged.

106. Strath ACTIVE, provided by the Sports Union sessions are only available for Strathclyde Students and staff.

#### Merchandise

- 107. Strathclyde Sport will refund or offer an exchange of any item purchased by a User, in respect of merchandise sold by Strathclyde Sport, where it is returned, unopened within 30 days of purchase and with a receipt.
- 108. Perishable items, water bottles and towels are not refundable or able to be exchanged unless faulty.
- 109. Strathclyde Sport accepts no responsibility for faults to Merchandise caused by accident, neglect, misuse or normal wear and tear.
- 110. Where the User believes that their item of merchandise is faulty, they may contact a member of Strathclyde Sport staff to discuss the matter further with them. The manufacturer's terms and conditions of any merchandise purchased from Strathclyde Sport, will supersede this Agreement.

# Lockers and Lost Property

- 111. Strathclyde Sport are not liable for any loss or damage to personal belongings. Lockers require a padlock to be supplied by the User.
- 112. Lockers are required to be emptied and left unoccupied overnight. Strathclyde Sport staff will cut the padlock and remove items if left overnight and place them in lost property. Users will not receive a replacement padlock.
- 113. For hygiene and/or security reasons certain items may be disposed of immediately.
- 114. Lockers are only to be used when using Strathclyde Sport.
- 115. Lost Property will generally not be kept on site for more than two weeks. Unclaimed items will be passed to Police Scotland or disposed of.

## Changes to Terms and Conditions

- 116. Strathclyde Sport will be entitled to make unilateral variations to these terms and conditions, but only where such variations can be objectively justified with a valid reason. Such reasons may include (without limitation): Any changes (however implemented) to the University statutory duties. Any changes in the tax arrangements of the University.
- 117. The applicant will be provided with written notice of all unilateral variations made under this provision (including, without limitation, the date from which the variation will take effect) together with details of the applicable reason for such variation.







