

Strathclyde Sport Terms of Conditions February 2020

1.1 General Terms and Conditions	<p>1.1 While you are using the facility we request that you behave, respectfully and politely at all times. We reserve the right to ask you to leave or prevent entering the facility, if we consider your behaviour or conduct is not appropriate. Serious misconduct or repeated breach of our Term of Conditions may result in a ban with no refund. Breakages/damages should be reported immediately to a member of Strathclyde Sport staff.</p> <p>1.2 Access to facilities may be restricted at given times in order to carry out cleaning, repairs, alterations or improvements, for staff training, large events and meetings, during gym classes and bookings for maintenance or security work or for reasons that are beyond Strathclyde Sports control. We will inform you using our website, posters, TV's around the building and/or social media. Strathclyde Sport utilises CCTV throughout our facilities for the purpose of public safety and crime prevention.</p> <p>1.3 No food should be taken into any activity area. Only plastic bottles with a lid or cap that can be resealed are permitted into any activity area. No animals, other than assistance dogs, are allowed into the facility.</p> <p>1.4 No smoking is permitted in any part of the facility or by the front entrance, including the use of e-cigarettes or similar devices. No person shall introduce or consume alcoholic liquor at the sports facilities.</p> <p>1.5 Personal photography is limited within Strathclyde Sport. We do restrict certain areas and user groups from being photographed. Please see a member or staff for assistance.</p> <p>1.6 Users are advised to use social media platforms wisely and communicate / engage upon them with due care and caution in regard to those working out around them. Members are expected to make every effort to respect others privacy and avoid other members being identified in any photos taken within the facility.</p> <p>1.7 No chewing gum is permitted within Strathclyde Sport facilities.</p> <p>1.8 Appropriate clean clothing and footwear must be worn at all times. Jeans are not permitted whilst participating in sport. T-shirt or similar top layers must be worn at all times.</p> <p>1.9 Private personal training/coaching is strictly prohibited in the gym or in any of Strathclyde Sport facilities, regardless of financial transfer, unless prior permission has been granted by Strathclyde Sport. Anyone else undertaking members training will be asked to leave immediately.</p>
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2.1 Membership Terms and Conditions General Conditions of Membership	2.1 2.1a 2.1b 2.1c 2.1d 2.1e 2.1f 2.1g 2.1h 2.1i	<p>Upgrades and changes of membership are only allowed at the discretion of Strathclyde Sport.</p> <p>Membership cards are issued to all members (apart from University of Strathclyde students) and must be used to gain entry every time a visit is made, unless an RFID solution is purchased (e.g. wristband, keyfob). Cards are not transferable and any use other than by the member will result in the cancellation of that membership with no refund available. We reserve the right to charge a fee for replacement cards.</p> <p>RFID wristbands are issued to all University of Strathclyde student members. Wristbands are not transferable and any use other than by the member will result in the cancellation of that membership with no refund available. We reserve the right to charge a fee for replacement wristband.</p> <p>RFID solutions or student card must be used to gain entry every time a visit is made.</p> <p>Strathclyde Sport reserves the right to refuse any application for membership or terminate any membership on grounds relating to Terms and Conditions of use.</p> <p>Strathclyde Sport reserves the right to review membership fees annually and payments may be increased in August each year accordingly. The member will be given one month's notice of any proposed increase.</p> <p>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):</p> <ul style="list-style-type: none"> • Any changes (however implemented) to the University statutory duties • Any changes in the tax arrangements of the University <p>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.</p> <p>Strathclyde Sport reserves the right to cancel, without notice, any re-joining applicant who has outstanding defaulted payments from a previous membership. Please note it is your responsibility to check you have booked the correct membership category as Strathclyde Sport are under no obligation to rectify mistakes.</p> <p>Proof of eligibility for discounted rates will be required on first visit. Proof of eligibility for concession, staff Direct Debit, corporate and external student memberships will be requested periodically thereafter.</p> <p>Membership prices are reflective of our opening hours and take into consideration closure over the Christmas/New Year period.</p>
2.2 Staff or student partners	2.2 2.2a	<p>Staff or student partners can only join if the staff or student is also taking out a membership.</p> <p>The partner membership becomes invalid if the student or staff member cancels.</p>
2.3 Direct Debit Memberships	2.3 2.3a	<p>All Direct Debits are a legally binding contract between the member and Strathclyde Sport.</p> <p>Strathclyde Sport will collect Direct Debits from your bank account on the 1st of the month or the nearest working day.</p>

	2.3b	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.
	2.3c	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.
	2.3d	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.
2.4 Membership cancellations	2.4	Annual/Semester 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.
	2.4a	Cancellation of staff payroll membership must be made in writing by email to strathclydesport@strath.ac.uk or by letter to Strathclyde, including a reason for cancelling, by the 2nd of the month (or nearest working day) in order to stop the deduction from your next pay.
	2.4b	Cancellation of Direct Debit Memberships must be cancelled in writing, by email to strathclydesport@strath.ac.uk or by letter to Strathclyde Sport and should include a reason for cancelling, by the 15 th of the month or full payment for the following month will be collected.
	2.4c	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.
2.5 Photographs	2.5	A photograph will be taken on the member'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
	2.5a	Users should be aware that 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 staff 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.
2.6 Medical Details	2.6	Members health is their own responsibility and you should refer to Strathclyde Sport's Health Commitment Statement.

3.1 Bookings Terms and Conditions	3.1	A Booking is subject to payment of a Charge (unless it is included in your 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 from time to time.
	3.1a	For all one-off bookings members may book facilities up to 7 days in advance. Non-members may book up to 3 days in advance. Non-members are required to pay at the time of booking for any booking/activity. Once a booking/activity has been made and paid for it is then non-refundable unless Strathclyde Sport cancels the booking. A Member 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 member's account, the member cannot make any further bookings until the debt is settled in full.
	3.1b	Strathclyde Sport may cancel a Booking made by a member or non-member at any time. Where possible, Strathclyde Sport will provide as much notice of such cancellation as is reasonably practicable.
	3.1c	Bookings can be made either over the phone, through the Strathclyde App, in person or via the Website.
	3.1d	Any set up and take down of equipment must be completed within your booked time slot. Users are to finish bookings in activity spaces 5 minutes early to allow time for equipment to be set down.
	3.1e	Block bookings and external hires can be made in agreement with Strathclyde Sport and are subject to separate Conditions of Hire.
	3.1f	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 another members booking. Strathclyde Sport have the right to cancel consecutive bookings.
	3.1g	Strathclyde Sport may move your booking location to another court / sports hall for operational requirements.
	3.1h	Members require to be present at reception when non-members are paying their admission fee.

4.1 Gym / Strength and Conditioning Area	4.1	No one under the age of 16 is permitted to use the gym / strength and conditioning area unless approved by Strathclyde Sport Staff.
	4.1a	You should seek instruction before using unfamiliar equipment or if you are unsure how to perform an exercise.
	4.1b	Licensed music will be played in the fitness and conditioning suite.
	4.1c	Certain areas will have restricted access at certain times to accommodate classes, groups and clubs.
	4.1d	Platforms are reserved daily for FOCUSport & Performance Sport Scholar training. Please refer to the timetable located within the Strength & Conditioning Area for platform availability.

	4.1e	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).
	4.1f	Refrain from moving equipment between rooms and using dumbbells in the platform/rack area.
	4.1g	Only use sleds on the artificial turf.
	4.4h	Share equipment and platforms/racks where safe and appropriate to do so.
	4.1i	Always remember to use spring collars when using a barbell.
	4.1j	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.
	4.1k	Both black oxide Powerlifting and silver Olympic Weightlifting bars are provided. Please select the appropriate bar for the exercise and load being performed.
	4.1l	Users are required to wipe down equipment after use.
	4.1m	Respect all other users.
	4.1n	Repeated misuse of equipment will result in a ban with no refund.
	4.1o	Stretch and mat work should only be done in the allocated matted spaces.
	4.1p	Report faults and breakages to the Gym team.
	4.1q	All users require to clear activity spaces Monday to Friday by 10pm, Saturday and Sunday by 6pm and to be out of the building within 15 minutes of these times.

4.2 Gym Appointments	4.2	Gym Appointments can be booked online at www.strath.ac.uk/strathclydesport .
	4.2a	No one under the age of 16 is permitted to attend gym appointments unless approved by Strathclyde Sport Staff.
	4.2b	All members may book gym appointments, to which their membership entitles them free access, excluding Personal Training or Health Assessments which will incur a charge payable on booking.
	4.2c	If an appointment is cancelled and you have paid for an appointment, the payment will be used towards another appointment.
	4.2d	You must arrive at the start of the appointment on time. If you attend late the Instructor reserves the right to have you rebook. Instructor may, at any time, stop and discontinue the appointment if behaviour is inappropriate.

5.1 Fitness Classes	5.1	You must pre-book classes to ensure your participation in them.
	5.1a	No one under the age of 16 is permitted to attend classes unless approved by Strathclyde Sport Staff.
	5.1b	All members may book classes, to which their membership entitles them free access.
	5.1c	If a class is cancelled and as a non-member you have paid for a class, the payment will be used towards another class.

	5.1d	You must arrive at the start of the class on time. Entrance to class will be barred to anyone arriving late.
	5.1e	Instructor may, at any time, ask you to leave a class if you are jeopardising the safety or enjoyment of others.
	5.1f	Participants should inform the instructor if they have an illness or injury or are pregnant before the start of the class.
	5.1g	Use of mobile phones are not permitted during fitness classes unless tracking workout.
	5.1h	Members are encouraged to cancel pre-booked classes they are unable to attend. Failure to attend selected pre-booked classes will result in a £3 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.
	5.1i	The above procedure is being piloted on the following classes throughout the second semester of the 2019/20 academic year: Body Pump, Functional HIIT, Pilates, Yoga.

6.1 Sports Hall	6.1	Users are asked not to enter the sports halls until the time of booking commences. Please use the lockers provided for all personal belongings.
	6.1a	Clean, indoor, light-coloured, non-marking footwear to be worn at all times whilst using the sports hall.
	6.1b	Users are required to stop play at least 5 minutes before the end of their booking period to allow equipment to be removed and/or set up for the next users.
	6.1c	A maximum of 1 court per day can be booked by a member. Users can only take part in one booking per day in the sports hall.
	6.1d	Only approved equipment can be used.
	6.1e	Members may bring in quests. Guest fees are chargeable for non-members and should be paid at Reception.

7.1 Squash Courts	7.1	All squash court use must be pre-booked.
	7.1a	A maximum of one court can be booked.
	7.1b	Members may bring in guests. Guest fees are chargeable for non-member and should be paid at Reception.
	7.1c	Squash courts are limited to a maximum of 4 people per court for squash.
	7.1d	Clean, indoor, light-coloured, non-marking footwear must be worn at all times whilst using the squash courts.

8.1 SSPE/Dance Studio	8.1	All SSPE/ Dance Studio's use must be pre-booked.
	8.1a	A maximum of 1 hour per day can be booked.
	8.1b	Members may bring a guest. Guest fees are chargeable for non-member and should be paid in advance at Reception.

9.1 Swimming Pool	9.1	You must obey the instructions of our lifeguard at all times and adhere to pool rules and guidelines.
	9.1a	No one is permitted into the pool area without a Strathclyde Sport staff member being present on poolside.
	9.1b	Only appropriate swimming wear that will not hamper or impede the swimmer may be worn.
	9.1c	Spectator and visitors must wear plastic overshoes in the pool halls to maintain hygiene and cleanliness standards.
	9.1d	Lane etiquette: <ul style="list-style-type: none"> • Swim in a lane appropriate to your ability. • Follow the directional signal for each lane. • Allow swimmers that are trying to overtake you to pass, at the end of the lane if necessary. • Allow swimmer in front to let you pass – be patient. • Be courteous to other swimmers and respect their right for an uninterrupted swim.
9.1e	Starting blocks are only permitted in club training sessions, private hires or prior agreement with Strathclyde Sport.	

10.1 Sauna and Steam Room	10.1	No person under the age of 16 years may use the Sauna or Steam Room.
	10.1a	When in the Sauna or Steam Room you must wear appropriate swimming attire.
	10.1b	Users who: <ul style="list-style-type: none"> • Have high or low blood pressure; • Have heart problems; • Have asthma; • Are pregnant; Must not use the Sauna or Steam Room without first consulting a doctor.
	10.1c	If the Sauna or Steam Room are busy, Strathclyde Sport have the right to limit time spent by users.

11.1 Lockers and Lost Property	11.1	We are not liable for any loss or damage to personal belongings.
	11.1a	For security reasons, you must store personal belongings in the locker provided.
	11.1b	The lockers require a padlock to be supplied by the user.
	11.1c	Lockers require to be emptied and not left occupied overnight. Strathclyde Sport staff will remove items from lockers if left overnight and place them in lost property.
	11.1d	For hygiene and/or security reasons certain items may be disposed of immediately.
	11.1e	Lockers are only to be used when using Strathclyde Sport.
	11.1f	Lost Property will generally not be kept on site for more than one week. Unclaimed items will be passed to the Police or disposed of.

12.1 Merchandise	12.1	Strathclyde Sport will refund any Member or user, or exchange any item purchased by any Member or user, in respect of Merchandise sold by Strathclyde Sport, where such Merchandise is returned by the User unopened within 30 days of purchase and with a receipt.
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	12.1a	Under no circumstances will water bottles, food, drink, perishable items or towels be refunded or exchanged.
	12.1b	Strathclyde Sport accepts no responsibility for faults to Merchandise caused by accident, neglect, misuse or normal wear and tear.
	12.1c	Where the Member 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 supplied by a third party will supersede this Agreement.

13.1 Child entry	13.1	All members of Strathclyde Sport can bring children (U16s) in to use the pool, squash courts and sports hall with the child PAYG rate being applicable per child.
	13.1a	Non-member Staff and students of the university can also bring their children in by paying the PAYG public rate for themselves and child rate for each child.
	13.1b	In all cases, the accompanying adult must be taking part in the same activity as the child/ren to supervise.
	13.1c	Whilst non-member over 16s who are not University of Strathclyde staff or students can use the facility through PAYG, they cannot come in with children.

14.1 Children swimming	14.1	One adult can swim with one child under 4 with or without armbands.
	14.1a	One adult can swim with two children under 4, both must wear armbands.
	14.1b	One adult can swim with two children aged 4 to 7 with or without armbands.
	14.1c	One adult can swim with one under four and one child aged four to seven, only if the under 4 is wearing armbands.
	14.1d	Child aged 8 years and over: No restrictions with ratio but adult needs to be in the water.
	14.1e	If a child cannot support themselves in an upright position, then the adult supervision ratio must be reduced to 1:1.