

INTRODUCTION

To help you get the best out of the Solent Sport Complex and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions.

The language we use should make these terms and conditions as clear as possible. If you have any questions, a member of our team will be happy to help you

To help make these terms and conditions easy to read, we have split them into two parts

- **Part A – Terms and Conditions of membership (T's and C's)**

All members must keep to the same terms and conditions.

- **Part B – Rules and Regulations for using facilities. (Rand R's)**

These apply to all our members and their guests.

Part A – Terms and Conditions of memberships

Definitions that apply to part A

You – The Customer, The Member

Membership – your Membership

We and us – Solent Sport Complex

SSC - Solent Sports Complex

1. Your responsibilities.

1.1 Every person who signs up for a membership will be responsible under this agreement.

1.2 All of these terms and conditions apply to you.

1.3 It is your responsibility to ensure that you always comply with these Terms and Conditions.

1.4 You must keep to the rules and regulations for using the facilities which are set out in Part B – Rules and Regulations.

1.5 You will be required to accept the Health Commitment Statement in order to make use of the facilities.

2 Membership categories and access to our facilities

2.1 You are entitled to use the facilities available under your category of membership. The SSC staff can advise you about the range of facilities available to you and when you can use them. Each category of membership may have certain restrictions which only applies to that category of membership. We will tell you about these restrictions when you join or when you change your category of membership, whichever applies. You can also get the details from our website or mobile App.

2.2 Not all membership categories will always be available. We may choose to stop providing certain categories. If this is the case and you are a new or an existing member, you will not be able to take advantage of these categories unless they become available.

3. Membership fees

3.1 You may be asked to pay a registration fee for some memberships.

3.2 For Annual Memberships, your membership fee is due every year and covers the year ahead. Payment must be made in full at the time of taking out the membership.

3.3 A One Month Pass is paid for by a single payment.

3.4 A Monthly Direct Debit Membership paid for monthly. When you set up a new membership, you will need to pay a pro-rata amount to cover your membership fee from the day that you join until the 1st of the following month. If you join after the 15th of the month, you will need to pay for the rest of the current month, plus the whole of the next month. All Direct debits are taken in advance on the 1st of each month.

4 Membership Cards

4.1 Once you have purchased your membership, you will need to obtain your membership card from the main reception in the SSC. If you are a member of staff or a student, you will need report to the reception to have your staff or student card activated with your membership.

4.2 Your membership is personal to you and cannot be transferred to another person. You must not give your membership card to anyone else to use. To protect all our members, we may ask to see another form of identification (besides your membership card) before we allow you into the gym.

4.3 If another person uses your membership card, we have the right to end your membership/s with immediate effect and without any refund.

4.4 SSC membership or staff / student Campus Cards must always be carried.

4.5 Any individual caught attempting to enter a facility with a different members' card will be subject to a £50 surcharge. If the individual caught is not a member, a charge will be added to the member account that the card is associated to and any access to sporting facilities could be denied until payment is received.

4.6 All lost or stolen cards should be reported immediately to the Senior Duty or Operations Manager. Failure to do this could incur a charge if used by a second individual (see 6.5 above).

4.7 Replacement Public Membership Cards are subject to a £10 fee. Staff and student cards are subject to different costs and replacements are obtained from the Student Hub.

5 Freezing your membership

5.1 You can freeze your annual membership at any point for a period of up to 6 months.

5.2 If you want to suspend your membership you will need to email us. You will need to let us know the start date and the number of months you want it to last and the reason for the request

5.3 The freezing of memberships is at the Manager's discretion.

5.4 One period of suspension can be made to your annual membership during the term of the membership

5.5 Your membership will automatically restart at the end of the suspension.

5.6 Suspension is only available on annual Gym and/or Fitness memberships.

6 End of your Membership

6.1 Your membership will end under one of the following circumstances:

- Annual Membership: The expiry date for your Annual Membership is reached and you do not choose to renew the membership.

- Annual Membership: you ask us to cancel your membership (see section **7 Choosing to terminate your Membership prior to its end date**)
- Monthly Direct Debit Membership: A request for payment from your bank is returned unpaid.
- You ask us to cancel your membership (see section **7 Choosing to terminate your Membership prior to its end date**)
- We terminate your membership (see section **8 Our right to cancel your membership**).

7 Choosing to terminate your Membership prior to its end date

7.1 You have a 14-day cooling-off period after sign-up to cancel your membership. You will need to give us notice in writing. We will refund any fees you have already paid and your entire memberships will end. Use of the membership by you within the first 14 days will be deducted at the Pay as You go price for each activity. An Administration Fee of up to £15.00 may be charged.

7.2 After the cooling off period, you can ask us to terminate your Annual Membership early if:

- You are suffering from a medical condition which means you are unable to use the SSC (this does not include pregnancy, but does include a medical condition that arises during pregnancy).
- You lose your employment or are declared insolvent.
- We are satisfied that there has been a change in your personal circumstances, other than those listed above, which mean that it is no longer reasonable for you to use the SSC or to continue being a member.
- You are withdrawing from your studies or employment at Solent University

7.3 To end your annual membership for one of the reasons listed above, you should notify us in writing and submit supporting evidence. A refund may be offered at the discretion of the Solent Sport Operations manager. An Administration Fee of up to £15.00 may be charged.

7.4 After the cooling off period, you can ask us to terminate your Monthly by Direct Debit membership early. Your membership will end on the last day of the current month providing you have notified us by the 15th of that month. If you cancel after the 15th of the month, your final payment will be at the end of the following month.

8 Our right to cancel your membership

8.1 Solent Sport staff will not tolerate rude, abusive or inappropriate behavior and reserve the right to cancel a booking or refuse entry to the Facilities at short notice. In extreme cases University security staff and /or the Police may be called staff feel threatened and or intimidated by any individual/s behavior or actions. Membership may be suspended or cancelled if deemed appropriate due to the actions of the Member.

8.2 We may also cancel your entire membership in the following circumstances:

- If you break the membership agreement or the Solent Sport Complex rules.
- If, with your knowledge or permission, another person uses your card to gain entry.

8.3 If we receive any complaint about your behavior.

8.4 No refunds will be available for One Month Passes or Monthly by Direct Debit memberships.

8.5 Refunds for Annual Memberships will be at the discretion at Solent Sport Operations Manager. If we cancel your Annual membership for any reason in points 8.1 to 8.3, we have the right to keep a proportion of the money you have paid under the agreement to cover any costs.

9 Changing your membership fees and this agreement.

9.1 We reserve the right to increase membership fees on an annual basis.

9.2 We will give you at least one months' notice of any changes.

9.3 We may make reasonable changes to this agreement, to these terms and conditions in Part A and to the rules and regulations in Part B or displayed in the SSC, at any time, as long as we give you notice before we make the changes.

10 Making changes to the SSC services or activities

10.1 We have the right to increase, reduce or withdraw certain services or activities either permanently or temporarily (for example to carry out cleaning, repairs, maintenance or security work).

10.2 If we close the SSC for reasons outside our control, we will try our best to give as much notice as possible.

10.3 We will display details of the opening and closing times at reception. Opening times may vary during the Christmas period. We will let you know about these temporary changes. We will give you at least one months' notice if we reduce the opening hours.

10.4 There may be occasions when classes are cancelled or changed to an alternative class at short notice. Solent Sport will endeavor to make alternative arrangements for cancelled classes and may replace a live class with a virtual class.

11 Complaints

11.1 We are committed to making sure our members are satisfied with the service we provide, but we are realistic enough to know that things don't go according to plan all the time.

11.2 If you have a complaint, you should raise it to a member of staff at the first opportunity. first tell a member of staff. If you are not satisfied with their response, you should contact the Senior Manager on duty. If you are still not satisfied you should contact the Operations Manager. Both can be contacted via the SSC reception.

12 Liability

12.1 We do not accept liability for damage or loss of your property that may happen on the premises or within the grounds of the SSC.

12.2 We do not accept liability for the injury or death of any member, child or guest that may happen on the premises or within the grounds of the SSC, other than the liability which arises from our negligence or our failure to take reasonable care.

12.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our

employees or agents; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the membership services.

13 Data Protection

13.1 Your personal details will be held in accordance with and in compliance with all applicable data protection laws and our Privacy Notice, and retained in line with our Records Management Policy. If you have any queries about your personal details that are held on our database, or if you wish to update or remove any of your personal details, please contact the Sports Complex Reception.

14 Children

14.1 You must be over 16 to be a member of the Solent Gym.

14.2 Children under the age of 16 must always be accompanied by an adult unless taking part in an organised coached session.

14.2 We welcome children, but they must behave reasonably. They must not put themselves or other people in danger or prevent other members from enjoying the SSC. If your child is behaving unreasonably, we have the right to speak to you or the child about this.

14.3 If your child continues to behave unreasonably, whether on one visit or several visits, we will try to resolve the issue by meeting you but we reserve the right to refuse entry.

Part B Rules and Regulations

1 General

1.1 We do not allow pets (except for registered working assistance dogs) into the SSC.

1.2 To protect the safety of all members you must pay attention to all signs relating to health and safety.

1.3 If you do not understand a notice or sign, please ask our staff.

1.4 In the case of an alarm, please follow instructions given over the public announcement system or by a member of staff. Fire exits are clearly marked throughout the SSC. You may be asked to vacate the facility in which case you must leave all your belongings and leave by the nearest exit.

1.5 All users will comply with the Solent University Health and Safety Policy. A copy can be found at the main reception of the SSC.

1.6 If you suffer an accident or injury on our premises, you must report it and the circumstances under which it happened to a member of staff.

1.7 All forms of smoking and vaping are strictly prohibited in the SSC.

1.8 While you are in the SSC, we expect you to behave appropriately, respectfully and politely at all times. We can prevent you from entering or ask you to leave if we think that your behaviour is not suitable.

1.9 Appropriate attire and sports footwear should always be worn. If you do not adhere to these rules, you will be asked to leave the facility.

1.10 You must not use SSC if you have an infectious illness or condition.

1.12 No food or drink, except for water, are allowed in the sports halls, gyms and fitness studios.

1.13 All spectators for any activity must be seated in the permitted areas.

1.14 No electrical equipment can be used in the Solent Sport Complex without prior approval by the Senior Duty Manager

3 Lockers

3.1 You bring all personal belongings into SSC at your own risk. We do not accept legal responsibility for any loss or damage to these items.

3.2 **Personal** belongings should be stored in the lockers provided in the corridors on every level of the building.

3.3 No locker is to be personalized.

3.4 All lockers are automatically unlocked each night for security, visitor experience and safety of all other users.

3.5 If you leave your belongings in a locker overnight, we have the right to remove your belongings. We will hold the items for 4 weeks before giving them to charity or disposing of them.

3.6 If you find lost property, you can hand it into the SSC reception for up to 4 weeks after the date of removal. We will hold the items for 4 weeks before giving them to charity or disposing of them.

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4 Gym facilities

4.1 All users of the SSC must read and agree the Health Commitment Statement (available via reception, website or mobile App). If you know or are concerned that you have a medical condition which might interfere with you exercising safely you should seek advice from a medical professional.

4.2 Only qualified fitness professionals will set you an exercise programme.

4.3 Only contracted Solent Sport Staff are allowed to conduct personal training sessions on site. Further details can be obtained from the Gym Manager.

4.4 To make sure you get the most from every activity, you should always make sure that you warm up properly and take time to cool down after.

4.5 You should not take part in any physical activity that you may not be fit for. You are responsible for monitoring your own condition during physical activity. Acknowledging the Health Commitment Statement will be mandatory in order to access the activities in the SSC.

4.6 You are responsible for monitoring your own physical condition. If you suffer any unusual symptoms you must immediately stop the activity and tell a member of staff.

4.7 The capacity for the Solent Gym is 160 people. Once this number is reached you will be asked to wait until a space becomes available.

4.8 Bags, coats and personal items must NOT be brought into the gym. Lockers are provided in the corridors on every level of the building.

4.9 Users are required to use the paper towels provided to wipe down equipment after use.

4.10 It is the member's responsibility to ensure all equipment is used in the correct manner. Any queries regarding how equipment is used should be directed to a member of the gym staff.

4.11 Qualified staff have the right to advise and correct any exercise they deem unsafe.

4.12 In the interests of Health and Safety Regulations and courtesy to other members, users must return all loose equipment to its correct storage location or rack after use. This includes all types of ball, dumbbells, benches, lifting bars, mats, plyo frames/boxes, steps, weight discs or any other moveable

item. Please note it is NOT acceptable practice to leave such equipment in the position where it has been in use. Action will be taken against persistent offenders.

5 Fitness Classes

5.1 Fitness class bookings can be booked up to 7 days in advance for members and up to 5 days in advance for non-members.

5.2 Fitness class instructors reserve the right to refuse entry to a class if the class has already started and the warm up has been completed or if the participant is wearing inappropriate clothing for that class.

5.3 A register of attendees will be taken for each class.

6 Bookings

6.1 Court or hall bookings can be made online, via the mobile app or at reception up to 7 days in advance for members and up to 5 days for non-members.

6.2 A customer cannot make a booking on someone else's behalf. The customer making the booking must be present for the full duration of the booked activity.

6.3 Any spectators are required to watch from the viewing gallery.

6.4 All bookings are dealt with on a first come first served basis.

6.5 The maximum number of players permitted per badminton court or table tennis table is always four. This includes spectators or anyone just waiting.

6.6 All booking must be paid in advance.

6.7 Customers can request to book the facilities for bespoke activities. Such bookings will be subject to completion of a satisfactory risk assessment where required, by law or otherwise indicated by Solent Sport Staff.

7 Photographs and Videos

7.1 No photography is permitted on the premises without the prior agreement of the Solent Sports Complex Management. Please apply to reception for details

8 UKAD

8.1 Solent Sports Complex support the mission of UK Anti-doping and WADA in achieving Clean Sport. All users of the Solent Sport Complex are expected to play, train and compete in line with the spirit of sport, including UK Anti-Doping rules. Employed and associated staff will not condone, assist or in any way support the use of prohibited substances, including Image and Performance Enhancing Drugs (IPEDs). Breaches of this, or any other rules/ policies will be acted accordingly. All employed and associated staff/ volunteers will be expected to contact UK Anti-doping should they become aware of any customers of the facility using or considering the usage of a prohibited substances or methods. We are working for everyone who loves sport – whether competing, training or spectating. Together, we're creating a level-playing field where everyone knows they can compete and train fairly and in the true spirit of sport.