

## **Team Hud User Terms and Conditions (version January 2017)**

All Members, Users, guests and those periodically visiting the Centre must comply with these Conditions. Compliance with these Conditions is important to both maintain standards and to enable all users to get full enjoyment of their Centre. Any person who does not comply with these Conditions may be denied access to, or ejected from the Centre. Persistent or material breaches of these Conditions may result in a permanent exclusion from the Centre.

We reserve the right to make reasonable amendments to these Conditions, or any of our operational rules at any time. If we do this, we will give Users reasonable notice by placing the new Conditions on our website and on display at the Centre.

### **Applicable to all Users**

#### **1. Definitions:**

- 1.1. Block Booking: a booking for a series of 6 uses of Facilities at different times.
- 1.2. Booking: either a Single Booking or a Block Booking.
- 1.3. The Centre: The Team Hud Sport, Fitness and Health facilities located in the University's Student Central building.
- 1.4. Centre Manager: The Team Hud Centre Manager or their nominee.
- 1.5. Assistant Manager: the Centre manager on duty at the relevant time.
- 1.6. Facilities: the premises, equipment, and other facilities of the Centre.
- 1.7. Group: where Users are to use the Facilities under a shared activity.
- 1.8. Group Leader: where a Group is to use the Facilities, the person making the Booking.
- 1.9. Member: a User who has membership of the Centre by currently paying an annual/quarterly or monthly fee for use of some or all of the Facilities.
- 1.10. Single Booking: a Booking for use of Facilities at one time only.
- 1.11. Special Users: children, vulnerable adults, or Users with a disability (as defined in section 7).
- 1.12. University: The University of Huddersfield (of which the Centre is a part)
- 1.13. User: any person or organisation using the Facilities (including Members, associate Members, spectators, supporters and visitors).
- 1.14. Website: [www.hud.ac.uk/sport-fitness-health/teamhud](http://www.hud.ac.uk/sport-fitness-health/teamhud)
- 1.15. The Centre's email address: [teamhud@hud.ac.uk](mailto:teamhud@hud.ac.uk)

#### **2. Permitted Users, Membership and Cancellation**

- 2.1. Use of the Facilities is available to Members, individuals, and other organisations/people agreed by the Centre's staff.
- 2.2. Students or staff of the University will be required to provide proof of status. If a Member ceases to hold such status during the term of their Membership they shall notify the Centre immediately.
- 2.3. Members must use and carry about them at all times their membership card when in the Centre. Entry and use of the Facilities as a Member can only be granted with use of a membership card due to access control technology. Entry and use of the Facilities as a Member may be denied where a Member cannot produce their membership card.
- 2.4. Membership is non-transferrable, membership cards are individual to the Member concerned and must not be given or lent to any third parties.
- 2.5. Members are responsible for the safe keeping of their membership card. Pending any investigation regarding the suspected wrongful use of a membership card, a Member's right to use the Facilities may immediately be temporarily suspended.
- 2.6. Any lost, found, or stolen membership cards must be immediately reported using the Centre's email address: [teamhud@hud.ac.uk](mailto:teamhud@hud.ac.uk)
- 2.7 A Member is entitled to use the relevant Facilities (courts and classes with fees at designated times) for the agreed period of their membership provided they are not in arrears in respect of any instalment due to the University or in breach of any of these Conditions.
- 2.8 Where a Member is making payments by instalments for Membership, these payments are due regardless of Centre usage. If there is a payment default entrance to the Facilities will be denied.
- 2.9 Annual Membership may be cancelled or suspended by a Member in unusual circumstances at the discretion of the Centre Manager who may request evidence to support any

cancellation request. Such unusual circumstances may include a student Member who has written evidence of their suspending or withdrawing from their studies; or where they have evidence of financial hardship; or where the Member has medical evidence from their doctor advising that due to health issues the Member cannot continue with an exercise programme; or a staff Member leaving the employment of the University.

2.10. Monthly Membership paid by direct debit may be cancelled by giving 28 days' notice in writing to the Centre Manager. Such notice will only be valid after the expiry of an initial two month Membership period.

2.11. Any Membership fees paid to the Centre are non-refundable in the event that cancellation is agreed by the Centre Manager.

2.12 Membership can be terminated by the Centre for violation of any rule or regulation of the Centre as stated or advised from time to time, including (without limitation) these Conditions, or for conduct reasonably deemed by the Centre to be detrimental to the welfare, good order or character of the Centre and its Members.

2.13 Dependant on the Membership taken out Users may not have the right to use some of the Facilities as part of their membership and additional fees may be payable.

### **3. Exclusion of liability**

3.1. Users agree that they and all other Users for which they are responsible shall use the Facilities entirely at their own risk and that neither the University nor the Centre shall have any liability for any loss, injury or damage sustained to them or their property unless sustained due to the negligent act or omission of the Centre or its staff.

3.2. The Centre is not responsible for any damage to or loss of any money, valuables, clothing, or personal property of any kind either at the Facilities or in any car parking areas, unless caused by the neglect of the centre or its staff. **NB.** All items are left at the User's risk.

3.3. Any lost property will be dealt with in accordance with the University's policy on Lost and Found property, details of which can be found at:

<https://www.hud.ac.uk/estates/supportservices/securityandcarparking/>; with the exception of items of underwear which shall be disposed of on discovery for reasons of hygiene.

### **4. Acceptance and Responsibility**

4.1. All Bookings are made on these Conditions. Conditions may only be varied where done so in writing by the Centre Manager.

4.2. All Users are subject to these Conditions. Non-compliance with any part of these Conditions may lead to immediate suspension or termination of Membership/right to use the Facilities.

4.3. Users who are part of a Group shall have joint and several liability. This means that any one User in the Group can be held liable for the total liability of the Group (even where the User may not themselves have been at fault).

4.4. Where required to give personal contact details Users must ensure that any changes are promptly made known to the Centre's staff.

### **5. Cancellation of Bookings**

5.1. Unless agreed to the contrary by the Centre Manager only the User who requested a Booking may seek its cancellation.

5.2. Cancellations will not be accepted unless agreed by a member of the Centre's staff and the following shall generally apply:

5.2.1. a Block Booking will not be considered for cancellation unless at least one week's notice has been given before the date of use; and

5.2.2. a Single Booking will not be considered for cancellation unless at least 48 hours' notice has been given before the date of use.

5.3. The University reserves the right to cancel any Booking in the event of circumstances beyond the reasonable control of the Centre which make the Booking no longer feasible, or the Facilities are deemed unsafe for the kind of booking proposed. Under these circumstances the University will use its reasonable endeavours to give as much notice of cancellation as possible. Notice will be given by telephone or email if such contact details have been provided.

5.4. The University may immediately cancel any Booking where a User covered by that Booking has previously breached any of these Conditions.

5.5. Failure to turn up for three Bookings in the period of a Block Booking may, without notice, result in the cancellation of the Booking, regardless of whether the User has notified the Centre in advance of the anticipated non-attendance.

### **6. Standards of behaviour**

6.1. The University reserves the right to require any User to leave the Centre and any other part of its premises, to refuse access, impose further conditions on access, and suspend or terminate Membership if the User behaves in an aggressive or harassing manner towards its staff or other Users, or behaves in any other way deemed unacceptable, including by breaching these Conditions. Examples of unacceptable behaviour include, but are not limited to damaging equipment or being a nuisance to other Users.

6.2. Users will in particular refrain from any conduct which is offensive, un-seemly or unsporting, or which might cause annoyance or be a nuisance or danger to others.

6.3. Users will comply with all University policies and guidelines applicable to the Centre. Please see [www.hud.ac.uk/sport-](http://www.hud.ac.uk/sport-)

[fitness-health/teamhud](#) 6.4. Users will comply with all instructions and requests made by the Centre Manager, the Assistant Manager or other Centre staff.

## **7. Children, Vulnerable Adults, and Users with Disabilities**

7.1. Children are those under the age of 18. Vulnerable Adults are those as defined under paragraph 7 (1) of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006. A person with a disability is as defined under section 6 of the Equality Act 2010. If any Booking includes a Special User, notice should be given to the Centre Manager at the time of booking to ensure proper arrangements exist or appropriate arrangements can be made.

7.2. The University is a committed equal opportunities organisation. It will not unlawfully discriminate against Special Users. It will look to accommodate the needs of Special Users. However the University reserves the right to cancel a booking, where to do so would be lawful and the University feels it cannot reasonably accommodate all the identified needs of a Special User.

7.3. Access for children requires the accompaniment of a parent/ legal guardian over the age of 18. It is the responsibility of the parent/legal guardian to supervise such children whilst in the Centre or using the Facilities.

## **8. Pets and Animals**

8.1. Pets and other animals are not permitted on any University premises. The only exceptions to this are guide dogs for the blind, hearing dogs for the deaf and other working dogs that assist people with disabilities.

## **9. Payment and Deposits**

9.1. Lists of applicable charges and terms of payment are available at the Sports Centre reception and on the Website.

9.2. The University reserves the right to retain any monies (or other cards/valuables) deposited for hire of equipment/keys if equipment/keys are not returned or if returned in an unsatisfactory condition.

9.3. If a Member is paying by direct debit for Membership, that Member's signature on the credit card or debit card form authorises the University to use that card to take the monthly payment if the direct debit payment is not received for any reason.

9.3. In all cases, should a User default on payment, the University reserves the right to cancel their Booking or Membership and retain any deposit or part payment received and to charge reasonable administration fees in respect of missed direct debit payments where this is not caused by bank error.

9.4 The University reserves the right to review and amend its prices periodically.

## **10. Health and Safety**

10.1. Users will comply with the University's Health and Safety Policy at <http://www.hud.ac.uk/services/healthandsafety/policy/>

10.2. Bookings will be subject to completion of satisfactory risk assessments where required by the law or otherwise indicated by Centre staff.

10.3. All injuries/accidents must be reported immediately to the Assistant Manager (if necessary through any Centre Staff on duty) using appropriate forms.

10.4. Users will provide supporting information on health and safety issues where required.

10.5. The Centre reserves the right to refuse access to any part of the Facilities if it is deemed to be unsafe. This includes where the recommended maximum number of users for any part of the Facilities has been reached.

## **11. Evacuation**

11.1. In the event of a fire or emergency of any kind resulting in the need to evacuate the building, an alarm will sound and users are required to leave the premises at the nearest signed exit, and to follow instructions of the Assistant Managers/Fire Wardens. Please familiarise yourself with the location of exit signs.

11.2. Users are not permitted to take any personal risk and must leave the building upon hearing the alarm. Personal risk includes returning to lockers rooms for personal belongings.

11.3. Users are not permitted back in to the building until the all clear is given by the Assistant Manager/Fire Warden.

## **12. Damage/Defects**

12.1. Users must stop using and immediately report to the Assistant Manager any damaged or defective facilities that might pose a danger.

12.2. Users must not abuse the Facilities and should use them with due care and attention. Users must not damage the Facilities. Users will be responsible for the cost of replacing or repairing damaged Facilities. Replacement or repair will be at the University's option. Users may not be allowed to use facilities again until any such charges have been paid.

## **13. Clothing and Footwear**

13.1. For participation in sporting and physical activity at the Centre, appropriate dress (including upper torso clothing) and suitable clean indoor sports shoes with socks must be worn at all times. Jeans are not permitted for participation in any activity within the Centre. Users must check the footwear and clothing requirements for the location in which they are undertaking activities and ensure that they comply with the requirements.

13.2. 20.8. Users of the Facilities are required to have reasonably acceptable levels of personal hygiene.

#### **14. Equipment**

14.1. No electrical equipment may be brought into the Centre locations without prior approval of the Centre Manager.

14.2. Users are not permitted to move any large equipment (e.g. goals, nets, and posts) around or off the area booked and must ask Centre staff for assistance in this regard.

14.3. Users are entirely responsible for the operation and safety of their own and other equipment not belonging to the Centre.

14.4. Users putting away equipment must do so in an appropriate manner. Storage areas should be left clean and tidy with equipment placed in relevant location. Those failing to do so may have future Bookings cancelled.

14.5. All Club or Team leaders are required to attend a sports hall induction at the beginning of each new academic year. Failure to do so could result in the Centre manager cancelling their Booking.

#### **15. Changing Facilities & Locker Use Policy**

15.1. Arrangements for changing facilities are provided at the Centre for the convenience of the Users.

15.2. Showers are available for users to use during normal opening times. Users are not permitted to use showers after closing. Anyone wishing to shower before closing must do so no later than 15 minutes before the advertised closing time.

15.3. All bags and outdoor clothing should be secured in the lockers provided. No bags or outdoor clothing is to be taken into the fitness centre/studios or court areas.

15.4. Lockers are provided, subject to availability, for the convenience of all Users. Campus ID cards or Associate Member cards are required to gain access to the lockers; these are updated at the reception desk upon entry and are set to specific usage times according to your membership/visit. The Centre does not undertake that use of a locker will guarantee that no theft of or damage to your property will occur. The Centre will not accept any liability in relation to locker thefts, unless they arise from the negligence of the Centre or its staff.

15.5. Lockers can only be used for the purposes of keeping gym kit, toiletries, and the clothing that you were wearing on entering the Centre for the limited period of each visit to the Centre. To ensure compliance with this condition, lockers will automatically be deadlocked after three hours and Users will have to contact a member of Centre Staff to access their belongings. If the Centre has reasonable grounds to suspect that a locker is being used in breach of this condition the Centre reserves the right to impose a £10 holding charge to open any locker that has been deadlocked.

15.6. The lockers are programmed to open and reset when the Centre closes. Staff are authorised to check for left belongings and any belongings found after hours shall be removed at the User's own risk and a minimum £10 charge will be imposed.

Repeated abuse of locker use may lead to the immediate suspension of membership/ability to use the Facilities.

15.7. The Centre accepts no responsibility for the security of Users' belongings. If Users do not collect their belongings within 30 days they will become subject to the University's lost property policy.

#### **16. Photography**

16.1 You must not take any photography or movie shots in the Centre (including by use of a mobile phone, camera or PDA) without the prior written consent of the Centre Manager.

#### **17. Food and Drink**

17.1. No food of any kind may be brought into the Facilities without prior permission from the Centre Manager. Only drink contained within a sealed plastic bottle and for personal rehydration as Users exercise may be brought into the Centre.

17.2. Any external catering must be arranged with the University's Estates Department and is subject to their terms and conditions.

17.3 Smoking within the Centre is prohibited.

17.4 Users will not have used/use or possess alcoholic drinks or illegal drugs whilst at the Centre

#### **18. Car Parking**

18.1. On campus parking is only available weekdays from 17:30- 07:30, and all weekend.

18.2. All parking facilities are offered on a first come basis. Parking cannot be guaranteed.

#### **19. Opening/closing and Description of Facilities**

19.1. Access will only be granted from specified opening times. Details can be found at reception. The Centre is closed on bank holidays and when the University is closed during the Christmas and New Year period.

19.2. Last admittance to the fitness centre will be 45 minutes before specified closing times. As a minimum a User must usually cease use of the facilities 15 minutes before closing time. Where further restrictions on times apply, usage must not start later than 60 minutes before the end of the permitted use time. Users may not be present in the Centre out of their permitted use times.

19.3. If Users have any specific or additional requirements for facilities these must be agreed in writing by the Centre Manager. It is the responsibility of Users to check that the relevant area has the facilities they need.

19.4. The Centre reserves the right to alter, change, add to, reduce or cease various Facilities and classes organised by the Centre and to use the Facilities for special events, private parties, seminars, tournaments or other activities it may deem desirable. In particular closing and opening times remain

subject to change. Users are advised that there shall be fewer classes scheduled during the student vacation periods each year.

19.5 Non-exercise facilities (including, but not limited to personal training services) requiring additional payments for use or service may not be available to Members at all times or at all. The providers of these services set their own tariffs and trading terms.

19.6. The University will not be held liable where its services cannot be delivered through circumstances beyond its reasonable control e.g. through staff absence and severe weather conditions.

## **20. Use of Fitness Facilities**

20.1. All Users of the fitness facilities must complete to the University's satisfaction a Physical Activity Readiness Questionnaire (Par-Q) form before using the fitness facilities and are strongly recommended to receive a gym induction. In some circumstances users may require a written doctor's note before exercise may commence.

20.2. If a User's circumstances change at any time the User must consult a member of staff immediately and, if required, be prepared to seek medical advice. Centre staff are not medically qualified so Users are strongly advised to seek medical advice in advance if they have any doubts about their ability to carry out activity in the Centre.

20.3. Users must seek advice from the Centre's staff before using equipment that was not covered in their induction or which they have not previously used.

20.4. In the interest of hygiene it is recommended that users bring a small towel when training.

20.5. Users are required to replace weights, dumbbells, and lifting accessories and to wipe down the equipment after use.

20.6. No phone calls are to be made or taken in the fitness suite.

## **21. Fitness Classes**

21.1. All Users must complete a Par-Q before attending fitness classes. In some circumstances Users may require a written doctor's note before exercise may commence.

21.2. Users must pre-book classes to guarantee a place. This can be done online with the relevant membership package, with bookings being available for up to a maximum of 14 days in advance. Users can book as many classes as they wish within the pre-book policy.

21.3. Casual users must pre-book classes. Full payment will be required at the time of booking.

21.4 Users who have pre-booked a class must report to reception prior to the class starting to collect a receipt confirming their booking. This receipt must be presented to the instructor. If Users cannot attend a pre-booked class they must contact the Centre reception, 01484 472093 to cancel. A minimum of 6 hours' prior notice before class commencement is required.

21.5 Class attendance is monitored; Members who do not cancel and do not show up for 3 classes will have their booking privileges revoked for 2 weeks. The two week period will start from the date of the 3<sup>rd</sup> class and a note for this instruction will be added to their XN account at the Team Hud reception desk.

21.6. Casual users may join a class if places are available up to 15 minutes before commencement. Payment can be made at the Centre reception on arrival.

21.7 In order to avoid disturbing classes Users should arrive in good time. At the Instructor's discretion Users may not be allowed to entry to a class once it has commenced.

## **22. Court Use Booking Policy**

22.1. Casual users may pre-book courts up to a maximum of 14 days in advance. Full payment will be required at the time of booking.

22.2. Court set up times are included within a booking slot at the beginning of the session. The Centre's staff will try to ensure that turnovers are done as quickly as possible in order that the impact on actual play time is kept to a minimum on each booking.

22.3. Block Bookings must be booked in person up to a maximum of 14 days in advance of the start of a new academic term; these may be rolled over at the discretion of the Centre Manager and on payment of 2 weeks fees as a deposit. Full payment will be required in respect of any existing or previous booking before a new booking can be accepted.

22.4. If Users cannot attend a Booking they must contact the Centre reception, 01484 472093 to cancel. A minimum of 6 hours' prior notice is required otherwise the User will incur a debt on their account. No refunds will be offered for booking cancellations made by the User.

22.5. Block bookings must be booked in accordance with the regular booking policy. Block Bookings must be booked in person at reception with a fully completed regular booking request form. The dates of the booking requested will be checked against availability shown on the system at the time of the booking and dates available may be provisionally reserved with a deposit paid for the amount of the last two bookings in the block requested. The University reserves the right to cancel a Block Booking (or any part of it) in accordance with clause 5.3.

## **23. Block Bookings by Sports Clubs and Sport Teams**

23.1. If a club fails to attend a session, the Centre will contact the Group Leader to ask for an explanation. On occasion, if explanation is not satisfactory the club may be invoiced for the full cost of the session at the Centre Manager's discretion. If a club fails to attend on more than three occasions without an explanation deemed satisfactory by the Centre Manager, all remaining dates for the booking will be cancelled for the

remainder of that season, and a charge made for all missed bookings.

23.2. All Users in a club must be either a current University student or a member of University staff, other than where the club constitution allows for associate members.

23.3. Group Leaders are responsible for attending Centre Inductions at the start of every new academic year. Failure to do so will result in Club/Team booking cancellations.

23.4. All Users in a club must be Members of the Centre and have their membership cards with them or pay the normal user fee on arrival. Cards will be checked by Centre staff.

23.5. The Group Leader must report to reception on arrival for the activity.

#### **24. Booking Policy, SU Clubs and Sport Teams**

24.1. SU Club and Team bookings are subject to change at the Centre Manager's discretion.

24.2. Student Union Club bookings will be in accordance with the Centre Pricing Structure which is available at the Centre reception.

24.3. Every April the Student Union Activities Manager will be sent Forms to complete requesting use of all internal and

external sport facilities for SU Clubs and Teams with a deadline for return of 31<sup>st</sup> May. Failure to complete and return a request form may result in the Centre Manager refusing to facilitate a SU teams or Club's booking.

#### **25. Comments and complaints**

25.1. If Users wish to make a complaint, raise a concern, or pass on a compliment, customer comments forms are available from reception or alternatively they can be emailed to the Centre at [teamhud@hud.ac.uk](mailto:teamhud@hud.ac.uk) or at [a.hemblys@hud.ac.uk](mailto:a.hemblys@hud.ac.uk)

#### **26. General**

26.1 No temporary forbearance by the University shall constitute a binding waiver.

26.2 These conditions shall give no contractual rights to any third parties.

26.3 These Conditions remain subject to English law and the non-exclusive jurisdiction of the English courts.

