

Introduction

To help you get the best out of the Sir Stanley Matthews Sports Centre 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 and users must keep to the terms and conditions.

- **Part B – Rules and Regulations for using Facilities (R and R's)**

These apply to all our members and users.

Part A – Terms and Conditions of memberships

Definitions that apply to Part A

You – The Customer, The Member, The User

Membership – Your Membership

We and us – Sir Stanley Matthews Sports Centre

SSMSC – Sir Stanley Matthews Sports Centre

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. If you are using internal or external facilities at SSMSC 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.

1.6 If you have taken out a Public Gym Membership with us and park on campus whilst using the gym, it is your responsibility to ensure SSMSC Reception has your correct registration details. If you change car or travel in a different car it is your responsibility to ensure SSMSC reception are aware of this.

2 Membership categories and access to our facilities

2.1 You are entitled to use the facilities available under your category of membership. The SSMSC 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.

2.2 Not all membership categories will always be available. We may for operational reasons need to make changes to the services available and you will be notified of any changes in advance.

3. Membership fees

3.1 A fee is payable 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 Semester Membership is paid for by a single payment.

3.5 A One Day Pass must be paid upfront prior to entering the gym.

4 Membership Cards

4.1 Once you have purchased your membership, you will need to activate your membership from the main reception in the SSMSC. If you are a member of staff or a student, you will need to report to the reception to have your staff or student card activated with your membership. Public members will be given a Gym Card only on your first visit. Any future cards needed will incur a cost.

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, a member of SSMSC staff may ask to take your photo when activating your membership. This will allow SSMSC staff to identify who is the membership holder.

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 SSMSC Membership Card or Staff / Student Campus Cards must always be carried.

4.5 All lost or stolen cards should be reported immediately to the Senior Duty or Operations Manager.

4.6 Replacement Public Membership Cards are subject to a £5 fee. Staff and student cards are subject to different costs and replacements are obtained from the Student Hub.

4.7 Failure to bring Staff/Student Card or Gym Card for Public Members will incur a 50p fee for entry to the gym.

5 Freezing your membership

5.1 You can freeze your annual membership at any point for a period of up to 6 months under exceptional circumstances. These will be judged on individual merit and should be forwarded to the Operations Manager.

6 End of your Membership

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

- Your membership has reached 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 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 SSMSC (this does not include pregnancy, but does include a medical condition that arises during pregnancy).
- You are withdrawing from your studies or employment at University of Staffordshire.

7.2 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 SSMSC Operations Manager. An administration fee of up to £20.00 may be charged.

8 Our right to cancel your membership

8.1 SSMSC staff will not tolerate rude, abusive or inappropriate behaviour 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 if staff feel threatened and or intimidated by any individual/s behaviour 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 SSMSC rules.
- If, with your knowledge or permission, another person uses your card to gain entry.

8.3 If we receive any complaint about your behaviour.

8.4 No refunds will be available for One Month Memberships or Semester Memberships.

8.5 Refunds for Annual Memberships will be at the discretion of the SSMSC 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 at any time.

9.2 We will aim to give at least one month's notification on the changing of fees; however, this may not be possible.

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 SSMSC, at any time.

10 Making changes to the SSMSC 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 SSMSC 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 Bank Holidays and the Christmas period. We will let you know about these temporary changes. We will aim to give you at least one month's notice if we reduce the opening hours.

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 Duty Manager on shift. If you are still not satisfied you should contact the Operations Manager. Both can be contacted via the SSMSC 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 SSMSC.

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 SSMSC, 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.

12.4 For parking on campus whilst using the Sports Centre there is a fee payable, please see signs in car park for this. Public Gym Members are allowed 2.5 hours free parking when using the gym. On your first visit please give registration number to SSMSC reception staff. It is your responsibility to let SSMSC staff know if you have changed car or have visited in a different car registered to your membership. Student and Staff gym members must follow the University's Permit Scheme to park on campus.

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 SSMSC Reception.

14 Children

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

14.2 Children under the age of 16 will only be allowed access as part of an organised, coached session.

14.3 Children under the age of 16 must always be accompanied by an adult whilst in the Centre.

14.4 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 SSMCC. If your child is behaving unreasonably, we have the right to speak to you or the child about this.

Part B Rules and Regulations

1 General

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

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 SSMSC. 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 University of Staffordshire Health and Safety Policy. A copy can be found at the main reception of the SSMSC.

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 SSMSC.

1.8 While you are in the SSMSC, 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 sports attire and sports footwear should always be worn. If you do not adhere to these rules, you will be asked to leave the facility. (For example, no jeans or slides are to be worn in the gym.)

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

1.11 No food or drink, except for water, are allowed in the sports halls and gym.

1.12 All spectators for any activity must be on the viewing balcony.

1.13 No electrical equipment can be used in the SSMSC without prior approval by the Duty Manager.

2 Lockers

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

2.2 Personal belongings should be stored in the lockers provided in the changing rooms.

2.3 No locker is to be personalised.

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

2.5 If you leave your belongings in a locker overnight, we have the right to remove your belongings. We will hold the items for 10 days before giving them to charity or disposing of them.

2.6 If you find lost property, you can hand it into the SSMSC reception. We will hold the items for 10 days before giving them to charity or disposing of them.

2.7 Gym members must sign a key out if they wish to use a locker.

2.8 Lockers must only be used by members whilst they are using the SSMSC facilities and are not to be used to store items when the member has left.

2.9 There is a £20 fee payable immediately if the locker key has been lost. This is refundable should the key be found within 7 days.

2.10 By signing out a locker key you agree to the locker key terms and conditions. These are displayed on Reception.

3 Gym facilities

3.1 All users of the SSMSC must read and agree the Health Commitment Statement (available via reception or website). 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.

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

3.3 Only contracted SSMSC Staff can conduct personal training sessions on site. Further details can be obtained from the Operations Manager.

3.4 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.

3.5 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 to access the activities in the SSMSC.

3.6 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.

3.7 The capacity for the SSMSC Gym is 80 people. Once this number is reached you will be asked to wait until a space becomes available.

3.8 Bags, coats and personal items must **NOT** be brought into the gym. Lockers are provided in the changing rooms.

3.9 Users are required to use the paper towels and spray provided to wipe down equipment after use.

3.10 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.

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

3.12 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, discs being removed from equipment and placed on storage, dumbbells being re racked, benches, lifting bars having discs removed, 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.

4 Bookings

4.1 3G or hall bookings can be made over the phone or at reception up to 7 days in advance.

4.2 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.

4.3 Any spectators are required to watch from the viewing balcony if activity is taking place in the sports hall. Outdoor spectators must watch from behind the barriers.

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

4.5 The maximum number of players permitted per badminton court or table tennis table is always four.

4.6 All booking must be paid at the time of booking.

4.7 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 SSMSC Staff.

5 Photographs and Videos

5.1 No photography is permitted on the premises without the prior agreement of the SSMSC Management. Please apply to reception for details.