

University of Southampton: Southampton Sport Terms and Conditions

- 1. These terms
- **1.1 What these terms cover**. These are the terms and conditions on which we supply the membership services to you. Further information about membership services including booking, cancelling, renewing and suspending membership services are set out in Schedule 1.
- **1.2 Why you should read them**. Please read these terms carefully before you submit your application for one of our membership services. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- **1.3 Changes to these terms.** These terms and conditions including the attached schedules are subject to change. When changes are made a new copy of the terms and conditions including the attached schedules will be available on our website at: www.southampton.ac.uk/sportandwellbeing.
- 2. Information about us and how to contact us
- **2.1 Who we are**. We are Southampton Sport, a division of the University of Southampton (UoS) which is a company registered by Royal Charter in England and Wales. Our registered office is at Highfield, University Road, SO17 1BJ.
- **2.2 How to contact us**. You can contact us by telephoning our team at 023 8059 2119 or by writing to us at:

Email: <u>Southamptonsport@soton.ac.uk</u>

Address: Jubilee Sport Centre (Building 18), University of Southampton,

Highfield Campus University Road, Southampton SO17 1BJ.

- **2.3 How we may contact you**. We will contact you by telephone or by writing using the details you provide to us on your application form or from subsequent notification received from you regarding any changes to these details. We will also make information such as any emergency closure information along with service changes and updates, available from time to time on our website at: www.southampton.ac.uk/sportandwellbeing and also through our social media platforms including Facebook @Southampton Sport & Twitter @UoS Sport
- **2.4** "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.
- 3. Our contract with you
- **3.1 How we will accept your application**. Our acceptance of your application will take place when we inform you that your application has been successful and we are able to provide you with the

membership services, and a receipt for payment will be issued to you, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your application. If we are unable to accept your application, we will inform you of this in writing and will not charge you for the services. This may be for various reasons typically because of unexpected limits on our resources which we could not reasonably plan for, because particular medical or other information submitted by you as part of your application does not meet our minimum requirements or because we have identified an error in the price or description of the membership services.

4. Your rights to make changes

- **4.1** If you wish to make a change to your membership services please contact us in writing as set out at paragraph 2.2 above. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the membership services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.
- 5. Our rights to make changes and to suspend membership services.
- **5.1 Changes to the services**. We may change the services and/or suspend the services in connection with the following:
 - (a) To deal with technical problems or to make technical adjustments or improvements to relevant equipment;
 - (b) For deep or emergency cleaning;
 - (c) To address a security threat;
 - (d) To update the membership services to reflect changes in relevant laws and regulatory requirements;
 - (e) On disciplinary grounds as set out in Schedule 2;
 - (f) To make changes to the membership services as requested by you or notified by us to you (see clause 4 and this clause 5);
- **5.2 Events outside of Southampton Sport's control.** Southampton Sport will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these terms that is caused by events outside its reasonable control (Force Majeure Event). A Force Majeure Event includes but is not limited any act, event, non-occurrence, omission or accident beyond Southampton Sport's reasonable control. In the event of the Southampton Sport this includes, in particular (without limitation), the following:
 - 5.2.1 extreme adverse weather conditions;
 - 5.2.2 interruption or failure of utility service, including but not limited to electric power, gas or water;
 - 5.2.3 impossibility of the use of public or private telecommunications networks;
 - 5.2.4 any pandemic, epidemic or other health emergency or lock-down issued by the government, and any period of self-isolation or shielding required by Personnel as a result of following prevailing Government guidance during the course of a pandemic, epidemic or other health emergency;

- 5.2.5 strikes, lock outs or other industrial action;
- 5.2.6 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- 5.2.7 fire, explosion, flood, earthquake, subsidence, epidemic or other natural disaster; or
- 5.2.8 impossibility of use of the railways, shipping, aircraft, motor transport or other means of public transport.
- **Reasonable steps to minimise effects.** Subject to clause 5.2 Southampton Sport will, where practicable, take reasonable steps to minimise any effects of the changes and/or any suspension on your membership services.
- **Notice of suspension of membership services.** Unless the problem is urgent, or an emergency or immediate action is taken upon government advice, we will notify you in advance to tell you we will be suspending membership services. Notification will be posted on our website at:

<u>www.southampton.ac.uk/sportandwellbeing</u> (you will find relevant information under the news section)

and also through our social media platforms including Facebook – @Southampton Sport & Twitter - @UosSport

- 5.5 **Effect on membership services.** Where, it has become necessary for Southampton Sport to suspend membership services for a period in excess of 28 days the following will apply;
 - (a) You may claim a refund on a pro rata basis for membership fees paid during the period of suspension (See clause 8.4(b)); or
 - (b) Alternatively, you may temporarily suspend your membership in accordance with schedule 2.
- 5.6 We may also suspend the membership services if you do not pay. If you do not pay us for the membership services when you are supposed to (see clause 11.2) and you still do not make payment within 4 days of us reminding you that payment is due, we may suspend supply of the membership services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the membership services. Those paying via the Recurring Card Payment system will have their membership automatically cancelled after two months of failed payments, the missed payments will still be classified as debt to UoS.
- 6. Providing the membership services
- When we will provide the membership services. We will supply the membership services to you from the date on which we accept your application for the time period set out in the application. If purchasing via the UoS Sport App / JoinIn portal you may wish to select your preferred start date. Your membership will run until either you end the contract for the services as described in clause 8 or we end the contract by written notice to you as described in clause 0.
- **Membership cards.** On our acceptance of your application, your UoS ID card will act as your membership card. If you are not eligible for a UoS ID card you will be issued with a membership card which will remain the property of UoS. Membership to any UoS facilities available to your category of Membership Option is personal to you and is non-transferable. Your UoS ID card or membership

card must not be used by anyone other than the card holder. Misuse of a membership card may result in the termination of membership services and this contract. We ask that upon expiry of any membership services your membership card is returned to reception at the Jubilee Sports Centre, Mayflower Gym or Wide Lane or securely destroyed by you.

- **6.3** For our customers who are not Student, Staff or Alumni if you lose your membership card and a replacement is requested, this will be charged at £10.
- 7. Use of UoS facilities.
- **7.1** When using the facilities you agree to abide by:
 - (a) The Rules and Regulations as set out in Schedule 2.
 - (b) The Health Commitment Statement as set out Schedule 3.
- 8. Your rights to end the contract
- **8.1** You can always end the contract before any membership services have been supplied and paid for. You have the right to cancel this contract within 14 days without giving any reason, but depending on the category of membership services applied for we may charge you a fee for doing so. However, you do not have the right to cancel if you requested for us to start providing the services during the cancellation period and the services are fully performed during this period. The cancellation period will expire after 14 days from the day of the conclusion of the contract. https://www.gov.uk/accepting-returns-and-giving-refunds.
- 8.2 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email) using the contact details at clause 2.2 or by using the cancellation form available here https://www.souhampton.ac.uk/sportandwellbeing Alternatively, vou mav use the model cancellation form available here https://www.legislation.gov.uk/uksi/2013/3134/made, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- **8.3** If you requested for us to start providing the services during the cancellation period and the services are fully performed during this period, you lose your right to cancel and will be required to pay the membership fees due under this contract even if the cancellation period has not expired.
- **8.4** What happens if you have good reason for ending the contract. If you are ending the contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full on a pro rata basis for any membership services which have not been provided or have not been properly provided. The relevant reasons are:
 - (a) we have told you about an error in the price or description of the membership services you have ordered and you do not wish to proceed;
 - (b) there is a risk the membership services may be significantly delayed for a period in excess of 28 days because of events outside our control;
 - (c) you have a legal right to end the contract because of something we have done wrong.

- (d) any of the circumstances as set out in the Rules and Regulations in Schedule 2.
- **8.5 Refunds**. We will make all reimbursements using the same means of payment as you used for the initial transactions, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 9. Our rights to end the contract
- **9.1** We may end the contract if you break it. We may end the contract at any time by writing to inform you if:
 - (a) you do not make any payment to us when it is due,
 - (b) memberships will automatically cancel after 2 months of failed payments. If we have not heard from you regarding cancellation of your membership, this debt will remain on your account and must be paid.
 - (c) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the membership services, for example, evidence of existing or arising medical conditions;
 - (d) you fail to abide by the Rules and Regulations or as otherwise set out in Schedule 2 and/or the Health Commitment Statement set out in Schedule 3.
- **9.2** You must compensate us if you break the contract. If we end the contract in the situations set out in clause 0 (b) and (c) and outside of the cancellation period we will refund any money you have paid in advance for services we have not provided, but we may charge you an administration fee of £15.00. In addition, we have the right to claim damages from you in respect of your breach of the contract.
- **9.3 We may stop providing the membership services**. We may write to you or publish information on our website to let you know that we are going to stop providing the services. We will let you know as soon as reasonably possible in advance of our stopping the services.
- 10. There is a problem with the membership services
- **10.1 How to tell us about problems**. If you have any questions or complaints about the membership services, please contact us. You can contact us by telephoning our team on the number given above or by writing to us at the address given above. Alternatively, please speak to one of our staff at the Centre. You may be asked to contact us by email so that we may fully investigate the matter for you.
- **10.2 Summary of your legal rights**. See the box below for a summary of your key legal rights in relation to the membership services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website <u>www.adviceguide.org.uk</u> or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
 - if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
 - if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

11. Price and payment

- 11.1 Where to find the price for the membership services. The price of the services will be the price in force at the date of your application as published on our website and in our application unless we have agreed another price in writing. We take reasonable care to ensure that the prices of membership services advised to you are correct. However please see clause 8.2 for what happens if we discover an error in the price of the services you order. We will give you 4 weeks' notice, in writing, of any increase in our prices.
- **11.2** When you must pay and how you must pay. You are required to pay the Joining fee (if one is payable) together with membership fees to UoS in accordance with the chosen Membership Option. The payment method shall be agreed at the time of your application. Joining fees are applied to cover the initial administration costs associated with setting up a new membership and Recurring Card payment arrangements. You are required to keep membership payment details up to date using the membership payment system.
- **11.3 Recurring Card payments.** In the event that you cancel a Recurring Card payment where we were in fact entitled to the payment, you may be charged a £5 fee (per cancelled payment) to cover our costs in attempting to recover the payment. This fee may be applied in addition to any payments due in relation to further membership services. It is your responsibility to use the UoS Sport App/Join in to resolve any outstanding debt, alternatively this can be paid in person at our facilities.
- 12. Our responsibility for loss or damage suffered by you
- **12.1** We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the application process.
- **12.2** 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. Other important terms

13.1 How we will use your personal information. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy within the membership application pack and also online at https://www.southampton.ac.uk/sportandwellbeing/membership/terms-and-conditions.page#privacy_notice

- **13.2** This is the entire agreement between us. Each party acknowledges that in entering into this contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract.
- **13.3** We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for membership services not provided as set out at clause 8.5.
- **13.4** You may not transfer your rights under this agreement to someone else. The membership rights under this contract are personal to you and you may not transfer your rights or your obligations to another person.
- **13.5 Nobody else has any rights under this contract**. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- **13.6** If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- **13.7** Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- **13.8** Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

Schedule 1 Membership Services

Student Membership*	Applies to registered students at the University of Southampton.
Personal Training Membership*	Applies to UoS Students, Staff & Public, although we reserve the right to ringfence this to specific group.
Staff Membership	Applies to UoS Staff.
Alumni Membership	Applies to previous students of the University of Southampton with a valid Alumni card.
Public Membership	Applies to Community Partners and the Public.
Sports Pass	Applies to anyone who wishes to purchase it

^{*}If you decide to cancel your Annual Student membership after the 14 day cooling off period, you will not be eligible for a refund.

Further information can be found on the website: www.southampton.ac.uk/sportandwellbeing

Please be aware any sessions missed or failure to cancel 2 hours prior will result in a fine equal to our PAYG rate. This will be added to your account.

Where classes/courts/pitches are included in your membership these must be cancelled at least 2 hours in advance, cancellations can be made via the UoS Sport App/Joinin, via email or telephone. A failure to do so incurs a charge of the PAYG rate for that activity and suspension of membership until the charge has been paid. Persistent offenders may receive a longer suspension or permanent ban at the discretion of the Southampton Sport Management Team.

Where classes/courts/pitches are not included in your membership these must be paid for at the time of booking. Course discounts are available for Student and Community members.

You must hold membership for 6 months to be eligible for the discount (the course can fall any time in that 6 month period) – if you cancel before the 6 months is complete, the amount discounted from the course will be due immediately.

Subject always to clause 5, membership services will normally be offered 365 days a year with the exception of Easter Sunday, Christmas day and Boxing day. We reserve the right to reduce the number of classes offered across our service including during any vacation periods or University closure days due to staff holidays.

Guest passes

Guest passes are available with the purchase of a Student Annual Membership **purchased on or after 1st August 2022** OR with the purchase of a Southampton 6 Membership purchased on or after **12th December 2022**.

The Student Annual Membership quest pass consists of 12 usages.

The Southampton 6 Membership guest pass consists of 6 usages.

^{*}Please note these memberships are limited and our team reserve the right to not offer this membership due to capacity levels.

Guest passes may only be used between 07:00 - 16:00 Monday to Friday and 07:00 - 22:00 Saturday and Sunday. We have the right to change these times.

The guest pass will expire when the Student Annual Membership or the Southampton 6 Membership ends. Guest passes may not be extended.

One guest pass per member will be issued upon the start date of the Student Annual Membership or the Southampton 6 Membership.

One guest will be permitted with the member at any time.

The member and their guest must be doing the same activity at the same time.

The member must be present in the facilities with their guest. The guest cannot continue using the facilities if the member leaves.

The quest must register with Southampton Sport before being admitted into the facilities.

Membership Cancellations:

Monthly membership can be cancelled (in writing), via email or using the cancellation form available at https://www.southampton.ac.uk/sportandwellbeing at any point after 1 full calendar month of membership. No refund will be issued for the month that the cancellation is made in. For example, a membership taken on 2nd of the month can only be cancelled on or after the 2nd of the following month. Please note cancellations cannot be made via the UoS Sport App/Joinin portal.

Members on a monthly membership contract must contact us in writing to confirm cancellation at least 7 days before the end of any calendar month to avoid payment being taken for the following calendar month. If notice is given at any point during the final 7 days of any given calendar month, a final Recurring Card payment will be taken on the 1st of the following month.

All monthly memberships are rolling contracts. The minimum term for these memberships is 1 full calendar month. The membership will continue after this period until it is cancelled by the membership holder in writing.

Under Southampton Sport policy it is not possible to cancel membership and or request a refund of fees, during the membership period unless clauses 8.1 or 8.4 above apply. Southampton Sport reserve the right for allow for discretion in cancelling membership if an applicant is unable to take part in sporting activities on medical grounds or is a member of University staff leaving their post, or a student leaving the University before completion of studies. Written confirmation from the appropriate officer will be required (i.e. medical certificate or Faculty letter) and a £10 administration fee will be applied to all refunds granted.

Membership Renewals:

The price of the membership renewal is the price for when the membership starts and not for when the membership is paid for.

Membership Suspension:

You may temporarily suspend your membership for between one complete calendar month up to a maximum of 12 complete calendar months on medical grounds and we may require you to produce proof which is satisfactory to us of any of the reasons that you are relying on to suspend your membership.

In the event that membership services are suspended for a period of over 28 days by Southampton Sport as set out in clause 5.1 and in accordance with clause 8.4 (b) you may temporarily suspend your membership.

SOUTHAMPTON SPORT TERMS & CONDITIONS January 2023 (LS 15694)

If you want to suspend your membership, you can do so in writing and need to confirm how long you wish for this to last. If this is due to services being suspended by Southampton Sport, we will endeavour to provide regular updates to you on services which will be available on our website.

As long as we receive your request to temporarily suspend at least 7 days before the end of any calendar month, we can apply this from the first of the following month. We will automatically start your membership again, and take payment, on the date your membership resumes.

We will not charge you membership fees while your membership is suspended. If we increase our prices during the period when your membership is suspended, you will have to pay any new prices that apply to your membership type when your membership resumes.

University Staff and Students: In some cases there may be grounds to suspend membership where University business or course entitlement requires you to leave the city of Southampton. If this is the case the start date of the placement should be provided in the form of a letter from the relevant school/professional service. Southampton Sport will honour the suspension from the start date through to the return of the member. We may also suspend your membership as set out in Schedule 2.

Schedule 2 <u>Southampton Sport Rules and Regulations</u>

Southampton Sport Etiquette 1 April 2021

These rules and regulations are in place to ensure the health and safety of our staff and customers.

COVID-19 Changes

Following advice from the UK government and UK Active, Southampton Sport have made adjustments to the way in which we conduct our business. Please note further adjustments may be required in light of the developments with COVID-19. While using the facilities members must act lawfully in line with the government advice on how sporting facilities can be used and as directed by Southampton Sport or any members of staff. Signage and direction aids must be followed at all times to ensure the safety of our staff and other users of the facilities. In line with England Health guidance, if you have any symptoms of COVID-19 you must not enter our facilities and self-isolate in line with government advice.

Before visiting Southampton Sport please check the current guidance on our website which will be updated from time to time. Changes have been made to the way in which we conduct bookings and use of the facilities. There will be additional controls to the rules in these terms and conditions to make your visit safe.

Rules for Use

First Aid Assistance can be summoned by contacting a member of staff. If you are unable to find a member of staff please contact the reception desk.

All personal belongings must be put into the lockers provided. There will be a charge of £35 for lost locker keys. Lockers are emptied every night, with a charge of £5 per night (maximum £25) to collect belongings.

Anyone thought to be under the influence of drugs or alcohol will be asked to leave.

Violence or abusive behaviour towards staff or centre users will not be tolerated and may result in termination of membership.

The use of filming or photographic equipment is not permitted without prior written consent from Southampton Sport.

Centre users are asked to ensure that they vacate the building no more than 15 minutes after the scheduled closing time. All reasonable instructions by Southampton Sport staff should be followed at all times. Southampton Sport reserve the right to require any member or other user to leave the sports areas, to refuse access, and suspend or terminate membership, if the member or other user behaves in an aggressive, disrespectful or harassing manner towards staff or other users.

Customers who fail to abide by these Rules and Regulations will be subject to suspension of membership, may receive a fine and at the discretion of the Southampton Sport Management Team, may be permanently banned from using the sports facilities.

Customers must hold a valid membership or pay the relevant guest fees. All charges apply to each player, not to the booking/activity.

Southampton Sport Membership Cards must be carried at all times to gain access to the facilities and must be presented for inspection on request by a member of Southampton Sport staff. Random card checks will be carried out and anyone without a valid membership or booking receipt will be asked to leave. Memberships are not transferable and it is an offence to use another person's University ID/Membership Card. Misuse of a University ID Card will be reported to the University's Security Services.

Members are only permitted to book one court per day for the same sport. Multiple bookings will be removed and may result in suspension of membership.

Failure to attend pre-booked slots without notifying the Jubilee Sports Centre (JSC) Reception will result in a fine of the PAYG price for the activity and suspension of membership until the fine has been paid. Persistent offenders may receive a longer suspension or permanent ban at the discretion of the Southampton Sport Management Team.

Facility users are asked to ensure that they vacate the building no more than 15 minutes after the scheduled closing time. The facilities close at 22:00 hours unless otherwise stated on our website at:

www.southampton.ac.uk/sportandwellbeing

Entry to the facilities is not permitted after the closing time.

Suitable sports clothing must be worn at all times. Jeans & flip-flops are not considered to be suitable attire for taking part in sports activities and customers wearing jeans & flip-flops may be asked to leave the sports facilities.

When driving on our facilities please observe the speed limits.

Smoking is not permitted in any of our facilities or near the buildings. Please use the designated bins provided.

Children under the age of 16 must be accompanied by a responsible adult at all times.

Pool rules

Children under the age of 8 must be accompanied by a responsible adult at all times when in the swimming pool.

Ratios: Ages less than 8 (1 adult to 2 children), Ages 0-4 (1 adult to 1 child)

Swim wear must be worn when using the pool. Outdoor clothing and undergarments are not permitted.

Glass bottles or objects and other hazardous objects are prohibited within the pool area or changing facilities.

People who appear to be afflicted with cuts, communicable diseases, colds, fever, infection or other physical ailments are prohibited from entering the water.

No spitting is permitted in the pool, pool surrounding, changing area or showers.

No diving is permitted into the shallow area of the pool.

No running, acrobatics or disruptive behaviour will be permitted.

Sports Hall and Activity Area Rules

Children must be supervised at all times whilst in our facilities.

Suitable clothing must be worn at all times whilst taking part in any activity. Jeans and outdoor shoes are not permitted when using indoor facilities.

Suitable clothing and footwear should be worn in the specific areas used. Damage to our facilities by wearing the incorrect clothing & footwear will be a breach of these Rules and Regulations.

Spectators MUST use the balconies provided when watching indoor sports. Please stay behind pitch lines when viewing outdoor sport.

No food can be consumed within the indoor facilities and drinks are permitted only in a closed container. At our outdoor facilities glass is not permitted on site and rubbish must be placed in bins.

Please do not attempt to move or set up equipment unless you have prior permission from Southampton Sport staff. If you require assistance with equipment please contact Southampton Sport staff.

Booking times are inclusive of any set up or take down of equipment.

If you are unable to attend a pre-allocated booking please notify Southampton Sport. Non-attendances or a no show after 15 minutes may be subject to a fine and/or suspension of membership.

Fitness Suite Rules

Schedule 3 Health Commitment Statement

Your health is your responsibility. The management and staff of Southampton Sport are dedicated to helping you to take every opportunity to enjoy the facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect from each other.

Our commitment to you

- To ensure we create a community that is inclusive and enjoyable.
- We will respect your personal decisions and allow you to make your own decisions about what exercise you can carry out, however we ask you not to exercise beyond what you consider to be your own abilities.

Any problems with equipment should be reported to a member of the Southampton Sport team.

All users of the fitness suite must be aged 16 and over. Under 17s must be accompanied by a responsible adult at all times.

Suitable sports clothes must be worn when within the fitness suite. Jeans, flipflops, dress shoes, walking boots and plimsolls are not allowed.

All gym equipment should be wiped down after use with the tissue and spray provided.

Free weights must be replaced after use with barbells unloaded and disc weights racked.

Please keep to a maximum of 20 minutes on cardiovascular equipment during busy periods. Consideration to other members should be shown when using the free weights area.

Use of your own equipment, other than waist belts and wrist straps is not permitted.

<u>University of Southampton Students and Staff</u>

Members who students of the University of Southampton are bound by the University's Regulations which include those governing disciplinary matters which may result in a sanction being imposed such as their membership being suspended or revoked. Members who are staff of the University of Southampton are subject to the University's disciplinary procedures which may result in their membership being suspended or revoked.

- We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy.
- If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what assignments, if any, are reasonable for us to make.
- We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards as set out by the Register of Exercise Professionals.

Your commitment to us

- To be part of our community and show respect for all those associated within it.
- If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.
- You should not exercise beyond your own abilities.
- You must only exercise if you are fit and able to exercise, and not suffering from illness or injury. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medical professional and follow that advice.
- You should make yourself aware of any rules and instructions including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.
- You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors but there will be a person available who has had first-aid training.

In entering in to a membership contract with Southampton Sport you are confirming that you understand that there is a risk associated with ALL forms of exercise and physical activity and that you acknowledge that you have read and understood the Health Commitment Statement which is on display in the Sports Facilities, online at www.southampton.ac.uk/sportandwellbeing and available on request from the Jubilee Sports Centre.