

Membership terms and conditions

All memberships are sold by Uplands Sports Centre under the following terms and conditions.

1. Interpretation and variation

- 1.1 Mark Recreation Limited trading as Uplands Sports Centre through its authorized representatives, manages and operates the site and deals with all matters in relation to it.
- 1.2 Uplands Academy, Uplands Sports Centre, Lower High Street, Wadhurst, East Sussex, TN5 6AZ
- 1.3 These Terms and Conditions of Membership ('Terms and Conditions') incorporated into the membership agreement between Uplands Sports Centre and each member ('you'), ('The Membership Agreement'). These Terms and Conditions replace any existing terms and conditions governing memberships of a site operated by Uplands Sports Centre.
- 1.4 When signing the membership form, the member agrees to accept these Terms and Conditions in full.
- 1.5 Uplands Sports Centre reserves the right to vary and revoke these Terms and Conditions at any time. Any changes considered necessary or desirable for the regulation of the business or conduct of members and their guests will be binding.

2. Acceptance and commencement of membership

- 2.1 Acceptance of membership is at the absolute discretion of Uplands Sports Centre. Uplands Sports Centre reserves the right to request proof of all the information given to obtain membership.
- 2.2 Membership will begin upon receipt of the starter payment and all monies due. Access to the Gym will be restricted until an appropriate induction has been completed.
- 2.3 Upon acceptance a membership card will be issued. The membership card remains the property of Uplands Sports Centre and entitles the member to all the benefits afforded to that membership category.
- 2.4 Membership cards must be shown to gain entry to the centre. Membership cards must only be used by the registered user. Any fraudulent use of the card will result in cancellation of the membership with immediate effect and with no refund.
- 2.6 Lost or damaged cards may be subject to a replacement charge.
- 2.7 Membership fees will not be refunded where a member chooses not to visit the centre.
- 2.8 A photo record is required at the time of joining and is retained on our computerized membership system as a means of identification

3 limitation of liability

- 3.1 Uplands Sports Centre cannot be held responsible for any service or facility being unavailable for reasons outside of our control.
- 3.2 Uplands Sports Centre reserves the right to make alterations to services, the program of activities and facilities. Wherever possible, members will be provided with advance notice. Members will not be entitled to a refund of all or part of membership fees unless specifically stated.
- 3.3 You are responsible for ensuring that you (and your guests?) correctly and safely operate or use any facilities and/or equipment (including adjusting levels and settings). If you are in any doubt you must consult an Uplands Sports Centre staff member.
- 3.4 Members and their guests are required to comply with all reasonable requests and instructions in relation to the health and safety of themselves, other customers and staff.
- 3.5 Uplands Sports Centre's liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount, having regard to such factors as whether the loss or damage was due to negligence by us.
- 3.6 Relevant United Kingdom law shall apply to this contract and the relevant courts of the United Kingdom shall have exclusive jurisdiction to deal with any disputes arising in relation to it.
- 3.7 Before using the gym you must read and sign a copy of the health commitment statement (HCS) to confirm you understand and agree to its terms.

4. Membership categories

- 4.1 Specific membership categories, the benefits and prices are available in the 'Sports Centre Guidelines'. (Appendix 2/..)
- 4.2 Concessionary membership
 - 4.2.1 Concessionary membership categories are available to those in receipt of Universal Credit, Job Seekers Allowance, Disability Living Allowance, Incapacity Benefit, Income Support, registered careers and OAP's
 - 4.2.2 Proof of entitlement will need to be provided by you at the time of joining. A copy may be taken and held on file. Uplands Sports Centre may request at any time proof of continued receipt of the benefit. If such proof is not provided the entitlement to concession rates will cease, the membership will revert to the full rate and any direct debits should be amended accordingly.
 - 4.2.3 It is your responsibility to tell us if your benefit status changes.
- 4.3 You may change membership categories twice within any twelve month period. Any subsequent changes may be liable to an administration fee.

4.4 Joint and Family memberships are done so on the condition that payment is taken from one bank account and all Individuals reside at the same address.

4.5 In the case of Joint and Family memberships the signature on the membership form shall constitute acceptance by all the persons included in the membership and all shall be bound by these Terms and Conditions.

4.6 Corporate memberships

4.6.1 Corporate memberships are arranged in advance for organizations with four or more active members. If the number of members on a corporate rate drops below four then the remaining members will convert to the standard rate and the standing order will be amended.

4.6.2 You will be required to provide proof of employment with a company with a corporate rate at point of sale. Uplands Sports Centre reserves the right to request proof of employment with a corporate company at any time.

4.6.3 It is your responsibility to inform us if your employment status changes.

4.7 Other Membership categories including promotional offers will be offered by us at our discretion.

4.8 Uplands Sports Centre reserves the right to change the benefits of membership at any time. A minimum of 10 working days' notice will be given prior to the amendment of any such benefits.

4.9 Code of Conduct applies to all types of membership and bookings. (Appendix 3/..)

4.10 Sports Centre Etiquette, Rules and Regulations apply to all types of membership and bookings. (Appendix 4/..)

4.11 For our official complaint procedure (Appendix 5/..)

4.12 For Hall booking liabilities (Appendix 6/..)

4.13 For party booking liabilities (Appendix 7/..)

5. Payment terms

5.1 Details of all fees are available in the 'Sports Centre Guidelines' (Appendix 2/.. leaflet)

5.2 The first subscription fee paid by a member when joining will be a 'Starter Payment'. This will be calculated on a pro-rata basis in respect of the type of membership and the number of days between the date the membership starts and the date of the first Standing Order. The Starter Payment is due immediately on signing the Membership Form.

5.3 You will be given not less than 14 days' notice of any increase in the monthly subscription fee in accordance with the Standing Order Scheme Guarantee.

5.4 If you default on a Standing Order payment for any reason the membership will be suspended until the payment for the missed amount is made.

5.5 You are liable to pay all membership fees irrespective of your use of the centre.

5.6 All monthly payments will be paid by Standing Order in advance.

6. Suspension

6.1 Standing Order members at the discretion of the Centre Manager can suspend their membership for up to four months in any twelve month period.

6.2 The maximum period for a single suspension is four months, with a minimum three month space between suspension periods.

6.3 Members must give written notice or complete an amendment form at least 31 days prior to the commencement of the suspension.

6.4 Normally the suspension period should fall in line with the payment period.

6.5 When the suspension period is over, Uplands Sports Centre will ask you to re-activate the Standing Order

6.6 Members may be charged a £10 administration fee every time they wish to suspend.

7. Cancellation by you

7.1 Subject to the provisions in the Membership Agreement, you may cancel your Standing Order membership at any time by writing to Uplands Sports Centre Manager and giving a minimum of 31 days' notice prior to your next Standing Order payment. Your membership card should be returned by this date.

7.2 Cancelling the Standing Order Instruction with the bank remains the responsibility of the member.

7.3 Under normal conditions memberships paid in full will not be refunded.

7.4 Memberships paid in full may, at the discretion of the Centre Manager, be transferred.

8. Cancellation by us

8.1 Uplands Sports Centre reserves the right to suspend or terminate the membership.

8.1.1 Without notice and with immediate effect, if in the Centre Manager's reasonable opinion your conduct is such that it may be injurious to the character, name or interests of the centre or is such that it renders the member unfit to associate with other members.

8.1.2 Without notice and with immediate effect if you have committed a breach of the Centre Guidelines, rules, bylaws of the centre in force at the time. (Appendix 4/..)

8.1.3 In writing if any fees remain unpaid thirty days after they are due.

8.2 Lapses in membership of more than 3 months may incur in a new joining/registration fee.

8.3 A member whose membership has been terminated by the centre shall forfeit all the privileges of membership without entitlement to claim or refund on the membership fees including payments in full. The member will return the membership card to the centre immediately by recorded post.

9. Facilities and services

9.1 The centre's normal hours of opening are displayed in the centre and are available on the web site. The hours may be lengthened or shortened at the absolute discretion of Uplands Sports Centre. We will endeavour to give customers a minimum of 7 days notice of changes.

9.2 If you fail to turn up for a pre booked activity or cancel within 24hrs you will become liable for the full Pay and Play amount for that activity or fee specified in the membership guidelines unless it can be re-sold.

9.3 Uplands Sports Centre may have an annual closure period which will not normally exceed three weeks. A minimum of 14 days notice of any such closure will be displayed. No membership refunds will be given for these periods.

9.4 Terms for admitting 'Guests' are included in the Centre Guidelines.

10. General

10.1 You are required to inform Uplands Sports Centre of any changes of address, email address, telephone numbers or other method of communication.

Email will be the preferred method of communication and all correspondence will be assumed to have been read five days after the email has been sent to the last address notified.

10.2 By providing an email address the member consents to receiving email communication. The member also accepts that email may not be a secure and confidential means of communication. Uplands Sports Centre will not be liable for any loss or damage suffered as a result of communicating with a member by email.

10.3 By providing a mobile telephone number the member consents to receiving text communication. The member also accepts that texts may not be a secure and confidential means of communication. Uplands Sports Centre will not be liable for any loss or damage suffered as a result of communicating with a member by text.

10.4 Uplands Sports Centre reserves the right to refuse entry.

10.5 We reserve the right to take photographs of the Sports Centre (which may include you provided your inclusion is accidental) for press and promotional purposes provided we give reasonable notice.

11. Privacy and data protection

11.1 Uplands Sports Centre treats the protection of your data seriously.

11.2 All records are retained on computerized systems or locked filing cabinets.

11.3 Membership information will only be used by Uplands Sports Centre and its employees in accordance with the Data Protection Act 1998 and GDPR regulations. Uplands Sports Centre will not supply information from the database to any other organization or individual except to the extent permitted by the Data Protection Act and which is required or permitted by law in carrying out its proper function.

11.4 By agreeing to have your personal data held on the Uplands Sports Centre database you are expressly consenting to Uplands Sports Centre processing the data for proper purposes (Contacting you regarding your membership, bookings, finances or special offers) as pursuant to the Data Protection Act and GDPR regulations whilst you are a member of Uplands Sports Centre.

11.5 If you have any questions or wish to alter the methods used to communicate with you please contact the Head of IT at the address given in 1.1.

11.6 Under the Data Protection Act, you can request access to your personal data using our subject access form which is available on request. This form is designed to help you give us the information we need to find your personal data but you do not have to use it.

11.7 We reserve the right to charge the maximum fee payable under the terms of the Data Protection Act for providing this information. If the details are inaccurate you can ask us to amend them.

Code of Conduct for Users of the Sports Centre and Sports Facilities

1. Code of Conduct

The Centre for Sport and Recreation seeks to provide facilities which users find pleasant, safe and enjoyable to use, and in which users can achieve their sporting and exercise goals. Users of the facilities are therefore expected to adhere to the following guidelines:

- Users should treat facility staff and fellow users with courtesy and respect, recognizing that the facilities are used by people from a variety of different backgrounds and cultures.
- Users should treat equipment and all other facilities with respect and use equipment and facilities in an appropriate manner, (as defined in instructions and notices).
- Safety regulations relating to facilities and individual activities should be observed at all times. Users should be aware of safety procedures in relation to their sport or form of exercise and should seek to observe these procedures, not least when they affect the safety of fellow users or participants. (Details of safety procedures are available from Centre staff or from the Students Sports Union).
- If shared facilities are busy, users should seek to make facilities available as soon as possible to those waiting. At the same time, those waiting should be prepared to wait for a reasonable period or use alternative facilities until

their chosen facility becomes free. Any disagreements should be referred to Centre for Sport and Recreation staff or ground staff.

- Users should wear appropriate dress and use the correct equipment for the activities being undertaken.
- Any attempt to make use of the facilities without paying the appropriate charge will be viewed as a disciplinary offence and may lead to action under the procedures defined below.
- Any significant damage to facilities or equipment caused by irresponsible behaviour will be viewed as an offence and may lead to action under the procedures defined below.
- Discrimination towards facility staff or fellow users on the grounds of race, sex, religion or disability will not be tolerated and may lead to disciplinary action under the procedures defined below.
- Physical intimidation or violence towards facility staff or fellow users is entirely unacceptable and may lead to action under the procedures defined below.
- The department reserves the right to request a medical certificate if they are concerned that exercise may be detrimental to the individual's health or if their physical status has changed since completion of the Par Q.

2. Disciplinary Procedures

Users are required to conduct themselves in a manner consistent with the above Code of Conduct. Where users breach this general requirement, the Head of the Centre for Sport and Recreation (or his/her nominated Depute) is authorized to deal with disciplinary matters and to take any of the following actions:

- Warning(s) as to future conduct.
- Immediate expulsion of users from premises pending investigation of incidents.
- Suspension from any of the facilities operated by the Centre for Sport and Recreation, for a period up to one month (with no refund of subscription or usage charges).

Appeals against such actions taken by the Head or his/her Depute will be considered by the Assistant Director of Estates Services (Procurement & Commercial Services).

Where the Head of the Centre for Sport and Recreation (or his/her nominated Depute) considers the matter in question to be of a more serious nature, further action may be taken as shown below. (In the event of such action being taken, the Head of the Centre for Sport and Recreation or his/her nominated Depute has the authority to exclude the user(s) in question from using the facilities until a case is heard).

September 2011

SPORTS CENTRE ETIQUETTE RULES & REGULATIONS:

- Strictly no smoking
- Trainers and shirts must be worn at all times
- No muddy outdoor boots or trainers to be worn inside
- Always swipe your membership card in at reception
- Always inform the Sports Centre if you wish to cancel a class or hall booking or any gym appointment
- No swearing, heavy petting or violence will be tolerated at any time
- Weights should not be left out or dropped
- All equipment should be put back in its place after use
- Please note last admittance to the Sports Centre will be 45minutes before the scheduled closure
- Lockers provided should be used at all times. Uplands Sports Centre is not responsible for any lost or damaged property,
- CCTV is operational around the building 24-7
- If rules are broken a ban period maybe applied from a 3 day ban to a lifetime ban

Hall Bookings:

- Invoices are sent out monthly in advance in accordance with your above booking requirements
- Bank Holidays and known closures will not be calculated in your invoice. Should the Centre need to close due to unforeseen circumstances, your following month's invoice will be credited with the missed session
- If you wish to cancel your complete booking, we would require 8 weeks paid notice
- If you wish to cancel a single session, we would require 2 weeks' notice to avoid being charged.
- Please note all that all bookings will require a 5 minute turnaround time to prepare the hall between each activity, this maybe at the beginning or at the end of your booking.
- If you are unable to give the required 2 weeks' notice, late cancellation charges will apply as follows
- Between 7 and 14 days' notice a 50% deduction will be applied to the booking hire charge
- Less than 7 days' notice the full booking hire charge will apply
- All refunds will be given as a credit note with no expiry date

Party Bookings:

- You are required to remain on the premises for the duration of the party
- Uplands Sports Centre will not refund your £20 deposit should you cancel
- No party amendments will be accepted within 12 hours
- The hall will need to be left tidy. Uplands Sports Centre will supply bags and brooms
- Any damage to the Sports Centre or equipment will be charged for.