

Terms and Conditions - Membership

These terms and conditions are intended to create a legal relationship between the University of York which manages the operation of York Sport Village and York Sport Centre ('York Sport') and you ('the member'). This agreement is made on the following terms and those included in the York Sport website between York Sport and the member.

York Sport Membership

- York Sport intends to provide all members with a comfortable, safe and enjoyable experience whilst using its facilities. Accordingly all members must comply with the terms of this Agreement and the Rules of Membership as published from time to time by York Sport for the use of any of its facilities.
- All members must be aged 16 or over.
- Proof of student/concession/corporate eligibility must be provided upon collection of the Membership Wristband.
- All members will receive a personalised wristband for the duration of membership. A charge for this wristband will be made on joining York Sport. Replacement wristbands will also be the subject of a charge. Such charges will be stated through York Sport notices.
- Annual memberships can be transferred to another person providing that the transferee agrees to the terms and conditions of membership, and pays the joining fee (for a new wristband). Monthly memberships and payroll memberships are non-transferrable.
- The lending of a member's wristband to another person to enable them to gain access to York Sport facilities will be treated as a breach of this Agreement and will result in the member being suspended for 14 days. York Sport will operate a 'three strikes' rule under which 3 instances of a member lending a wristband to another person will result in termination of the membership.
- York Sport reserves the right to refuse admission to anyone arriving at any of its facilities without a wristband. In the event that a non-member uses or attempts to use a membership wristband that is not their own York Sport reserves the right to retain the wristband which will be held for collection by the owner of the band.
- Membership at York Sport Village includes the use of the gym, pool, health suite, and allows participation in exercise classes at York Sport Village. Membership also includes off-peak access to the cycle circuit, subject to availability. In addition such Membership provides for discounted York Sport facility hire, and discounted racquet court hire at York Sport Centre.
- Membership at York Sport Centre includes the use of the gym, and off-peak access to the athletics track, subject to availability. Membership provides for discounted York Sport facility hire, and discounted racquet court hire at York Sport Centre. Details on how members may participate in exercise classes are included in Club Rules.
- Dual site membership includes all of the facilities listed above at York Sport Village and York Sport Centre.
- York Sport membership fees can be paid on an annual or monthly basis. Annual memberships will commence on the day of joining and run for a minimum contracted period of one calendar year. Monthly memberships will be paid monthly through direct debit for a minimum contracted period of 1 month. York Sport uses the services of a third party 'Collection Service', currently Harlands Services Ltd, to collect payment of the direct debit. York Sport reserves the right to introduce, from time to time, promotional offers that may provide different time and membership periods. University of York staff members have the option to pay monthly through salary sacrifice by completing a sign-up form, or writing to the York Sport Membership Team at info@york-sport.com
- Monthly and promotional memberships will automatically turn into a rolling period once the minimum contracted period has ended and will continue until York Sport receives written notice of cancellation from the Member.
- Annual memberships will automatically expire at the end of the contracted period.

Membership Freeze:

- Members will be permitted to freeze their membership once during a 12 month period for a minimum of one month to a maximum of three consecutive months. Members can request to freeze their membership by

completing an online freeze request form, or writing to the York Sport Membership Team at info@york-sport.com. For monthly memberships, a minimum of one month notice is required, prior to the next payment date. The membership can only be frozen in line with the monthly payment date. For annual memberships, a minimum of one month notice is required, prior to the first day of the membership freeze.

- Members may take up to 2 additional freezes in any 12 month period of up to 1 month at a time. These freezes will however incur an Administration Fee to defray additional costs incurred by York Sport in administering such additional freezes. Such an Administrative Fee will apply to each month of the additional freeze.
- In addition a Member may freeze their membership in the event of temporary illness, injury or medical condition providing a copy of the written opinion of a medical practitioner prohibits exercise for a period of time.

Membership Cancellation:

- Any member may cancel this Agreement within 14 days from the day the membership commences, without giving any reason. The cancellation period will expire after 14 days from the day you accept the terms of this Agreement. To exercise the right to cancel during the first 14 days of the membership, you must inform the York Sport Membership Team of your decision to cancel in writing at info@york-sport.com.
- A monthly member, when in a rolling contract period, may terminate the Agreement by giving a minimum of 1 months' notice. Such notice to take effect from the date that the next payment is due. All requests to terminate the Agreement shall be submitted by completing an online cancellation form, or in writing to the York Sport Membership Team at info@york-sport.com. A member's wristband will be deactivated on expiry of the particular notice period. Members who pay by monthly direct debit should note that the third party 'Collection Service' will apply charges to any member that cancels a Direct Debit mandate prematurely without giving York Sport the appropriate notice of termination.
- As we offer a heavily discounted Annual Membership for customers wanting to commit for 12 months, this membership cannot be cancelled outside of the 14 day cooling off period, except for the reasons listed below, and with the appropriate proof provided in writing to the York Sport Membership Team at info@york-sport.com. In such instances where the cancellation is accepted, a pro-rata refund will be issued for the remaining days of the membership.
- Please note – ANY cancellation for the below reasons (Relocation, Long term illness, Redundancy or Pregnancy) will not be effected until the appropriate proof is provided and received (in writing or via email) by the third party 'Collection Service' or the club.

Relocation: This agreement can be cancelled in the event that your new permanent address is more than 15 miles away from the facility upon the receipt of a copy utility or bank statement showing the new address.

Long term (over 3 months) illness or injury: This agreement may be cancelled in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided.

Redundancy: This agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood.

Pregnancy: This agreement can be cancelled if you become pregnant upon the appropriate written proof being given.

Breach: This agreement can be cancelled if York Sport are in breach of contract including if we do not provide facilities or services you may reasonably expect and we have fallen below that standard.

- Any former member who seeks to take out a new membership having terminated the previous Agreement may be charged for a new personalised wristband at the appropriate rate applicable at the time.

Fees and Charges:

- Prospective members should note that the Joining Fee / Initial Payment due will be taken in the 1st membership payment and that this will not be refundable other than in the event of a breach of this Agreement or any act of negligence by York Sport.

- Where a member chooses to make payments by means of a Direct Debit mandate, this will be for the amount payable as per the specific membership contract. Members will be obliged to make the "Minimum No. of Direct Debit Payments" stated in the specific membership contract. Payment will be taken on the dates specified within the specific membership contract each month thereafter on the same date until the Member notifies us of their intent to cancel their membership. Members are obligated to make every Direct Debit payment, when due, irrespective of lack of use of the facilities, except where a freeze has been implemented or the Agreement has been terminated in accordance with the Terms of this Agreement.
- If a member fails to pay any monies due under this Agreement or if any Direct Debit is returned unpaid or if any other form of payment is not honoured for whatever reason, the member shall be liable for the payment of an Administration fee of £25 payable directly to the Collection Service responsible for the collection of York Sport payments. This Administration Fee is levied in order to defray our costs.
- Members agree to advise York Sport by e-mail to info@york-sport.com promptly of any change to the Members details provided.
- If a Member fails to pay any amounts due under this Agreement within a period of thirty days, York Sport reserves the right to pass the debt to an external third party company for collection. Any and all reasonable and direct costs incurred in exercising this right will be the responsibility of the member. These may include any and all costs associated with tracing a member who has failed to notify a change of address in accordance with the Terms of this Agreement.
- Members are responsible for ensuring that their payments are correct. If incorrect payments have been made, York Sport will not refund any amount covering a period beyond 6 months.

General Conditions

- All members of York Sport must use equipment and facilities in accordance with guidance, instruction and procedures in place from time to time. Any wilful, negligent or deliberate damage to the facilities and equipment may result in the termination of membership. York Sport reserves the right to claim from any such member the cost of repairing or replacing any equipment that is damaged and the cost of rectifying any damage that is caused to the fabric of the facility.
- All members must not behave in a disorderly, violent or rude manner or in a manner which causes or is likely to cause a nuisance, offence or distress to other members, public or staff or generally bring the reputation of York Sport into disrepute.
- Any member who is suspected of being under the influence of or bringing alcoholic or intoxicating liquor, narcotics, or other mood altering substances into the facilities to consume or use will be refused entry or asked to leave if already within the facilities.
- York Sport reserves the right to review any such actions and if appropriate terminate the membership of any member who in the opinion of York Sport is in breach of these rules. Termination of membership for such reasons will not remove the obligation of the member to continue payments if the member is still within the minimum contract period.
- Members are not allowed to book the use of facilities on behalf of others or allow others to book facilities on their behalf.
- Any member who books any chargeable or non-chargeable activity or the use of any of the facilities must give a minimum of 24 hours' notice of cancellation of any such booking to enable a refund to be processed. Cancellations will only be accepted by telephoning York Sport Centre on 01904 323855 or York Sport Village on 01904 325751 or by attending in person at the relevant site.
- **Fitness Classes:** If a member fails to attend, or collect a ticket, for their fitness class 3 times within a 2-week time period, a suspension of booking rights for 14 days will be enforced. York Sport will however give a member the opportunity to provide reasons for non-compliance with this rule.

- **Sporting Dress and Footwear:** Appropriate sporting and swimming wear and footwear must be worn at all times. Prohibited footwear includes (but is not limited to): flip flops, sliders, Crocs, sandals, or any open-toed shoes. Prohibited clothing includes (but is not limited to): jeans, chinos, excessively baggy trousers, or any garments with metal parts (e.g., rivets or large zippers) that may damage equipment upholstery. York Sport reserves the right to refuse access to any area of the facility if a customer is not wearing suitable attire.
- **Gym Users:** Members are required to complete a health and safety induction as appropriate.
- Members with a medical condition diagnosed prior to or after joining should not undertake physical activity without the agreement of their GP or hospital. Any and all medical issues should be made known to York Sport staff. All such information will be treated as private and confidential and only passed onto any member of staff that is responsible for providing fitness guidance to that particular member. Members are advised not to undertake strenuous physical activities if they have reservations as to their physical condition without seeking medical advice in advance. It is the responsibility of members to follow the Rules, Health and Safety notices and the instructions of staff.
- **Swimming Pool Users:** Must shower before entering the pool. No inflatables will be permitted in the pool area. All and any advice issued by the lifeguards and stated on signage displayed is for the safety of pool users and must be adhered to at all times. During certain periods of the day, parts of or all of the pools may only be open for specific use such as public, club, lessons or adult only swimming and aqua classes. York Sport will give 4 weeks' notice of any planned significant pool closures. York Sport will periodically publish timetables of Pool opening and closing times together with details of the times that planned activities are taking place. Notices will be displayed within the facility of any closure of the Pool for maintenance or Health and Safety reasons that are unplanned. Members are advised that within the facility a Swimming Notice Board is provided that contains appropriate information. Pool users must adhere to the following adult-to-child supervision ratios: 1 adult per 2 children aged 4 to 7 years; 1 adult per 1 child aged 3 years or under; and children aged 8 years and above may swim independently.
- **Member Changing Rooms:** These are only available to York Sport members. For health and safety reasons (linked to unsupervised access to health suite facilities) children (other than babies who are unable to walk) are not permitted in the members' changing rooms.
- **Sauna and Steam Room Facilities:** These are only available to members. Members with the following medical conditions are advised not to use the sauna and steam room areas; low/high blood pressure, cardiac irregularities, asthma and pregnancy or any other condition where specific advice has been given by a medical practitioner. If there is any doubt your GP should be consulted. For safety reasons no user(s) should spend more than 10 to 15 minutes in a sauna or steam room and should abide by guidance notices displayed by each facility. Children are not permitted in these areas.
- **Car parking:** Car parking charges may be applicable. Please see notices displayed in and around York Sport Village and York Sport Centre.
- **Lost Property:** All items of lost property that are handed in will be logged by York Sport and held in the facility for no longer than 2 weeks. Thereafter all items will be removed and donated to charity. Any item that poses a hygiene or health and safety risk will be disposed of immediately. Any bike that is left for over 2 weeks will be treated as abandoned and will be disposed of appropriately.
- **First Aid:** All accidents/incidents must be reported to a member of York Sport staff who will complete a confidential accident and first aid report. You will be required to comply with requests for information and cooperate with York Sport staff in the completion of this report.
- **Emergency situation/Fire Alarms:** Members must notify a York Sport staff member of any emergency incident. On hearing the fire alarm members and visitors must leave the premises. York Sport staff will direct you to the nearest assembly point and only on their instruction can you return into the premises. York Sport will periodically test the Fire Alarm system. Announcements will be made to make members and visitors aware of when these will be taking place.
- **Use of Your Information:** York Sport may use your personal data to contact you regarding your membership at York Sport. If in future you wish to unsubscribe to this please e-mail to info@york-sport.com.

- **Guests:** All members receive 2 VIP guest passes per calendar month. Passes must be requested by completing the VIP guest pass form a minimum of 24 hours before the pass is required. Guest passes give guests access to the same facilities as outlined in the Member's membership. Fitness classes, where included in the membership, are subject to availability and must be pre-booked. A non-member can use a maximum of 2 passes per calendar month, regardless of which member they are the guest of, or which site they visit. Guests must be aged 16 or over to access the gym, fitness classes, health suite, and member changing rooms. Guests under 16 may use the pool facilities in accordance with the adult-to-child supervision ratios. All guests must check in at reception upon arrival. Club rules and regulations apply.
- **Referral scheme:** York Sport operates a membership referral scheme. A Member may refer a friend to join York Sport and will receive 1 free month of membership once the referred friend has been a member for 3 consecutive months. The referred member must be a new member of York Sport and have no previous debts outstanding on the account. The referred member must pay for and maintain their membership for at least 3 consecutive months without deferring to qualify for a free one month membership. The free month must be claimed within the first 3 months of the referred friend's membership. The free month is not transferable, and no cash alternative will be offered.
- **Photography policy:** No photography, filming or any type of recording of images or sound is permitted within any York Sport facility without first obtaining permission from York Sport. You must not take any images or recordings of any individuals unless you have their prior express permission, or there is implied permission (for example relating to your own children or family members). York Sport may permit you to take occasional photos or videos if requested at the time, but any formal or more extensive filming or photography must be approved beforehand in writing. York Sport have absolute discretion in deciding whether such recording activities are appropriate and/or permitted. You are not permitted to record or capture any images, video or audio recordings at any time in changing areas, pool areas, pool viewing areas, toilets, or health suite.

York Sport reserves the right to:

- Notify members of any material changes that are made to these Terms and Conditions on an individual basis by giving no less than 4 weeks' notice.
- Publish on its web site and on notices displayed within its facilities details of any other changes made to these Terms and Conditions
- Terminate a membership if in the reasonable opinion of York Sport, the member causes serious or repeated annoyance, or nuisance to any other member, user or staff, brings the character of York Sport into disrepute or whose actions are found to be in breach of any of the Terms and Conditions. Terminated memberships will only be reactivated at the discretion of York Sport and will be considered on a case by case basis.
- Revise the availability of certain facilities on a temporary basis.
- Increase or decrease membership and other fees from time to time provided we give at least 4 weeks' notice of any changes.
- Withdraw all or part of a facility for any period/s with or without notice in connection with any cleaning, repair, alteration or maintenance work and for any other reasons beyond York Sport control.

Limitation of Liability

- York Sport liability for damage to or loss of a member or visitors property including the theft or loss of items from lockers is restricted to damage or loss suffered as a result of the negligence of York Sport or its agents. This includes the use of York Sport 3G pitches, cycle circuit, car parks and cycle park areas. York Sport will not accept liability for any accident or injury (including fatality) to any Member or Visitor that may occur in the facilities other than liability which may arise from the negligence of York Sport, its staff or agents. All such incidents must be reported immediately to a York Sport staff member. Valuables and personal items must be stored in lockers. Items left in lockers overnight will be removed and treated as lost property. York Sport

reserves the right to open and inspect the contents of all lockers in the interest of health and safety or otherwise where it is deemed reasonable to do so.