

## **Terms and Conditions of Membership of Liverpool Hope University's Sports Complex**

These terms and conditions have been created to provide all members with an enjoyable, safe and welcoming experience whilst using Liverpool Hope University's Sports Hall facilities "Hope Park Sports". Hope Park Sports consists of a Sports Hall, Dance Studio, Squash Courts, Fitness Suite, 3G Pitch, Astro Turf, Grass Rugby Pitch and will include a programme of exercise classes.

This agreement is made on the terms listed below and those rules and regulations that are made available to you within Hope Park Sports and on its website. The agreement is made between you and Liverpool Hope University ("we" or "us"). In accepting these terms and conditions and paying the membership fee of £25 "Membership Fee" you are agreeing to the following:

1. You must be a minimum age of 18 years to become a member of Hope Park Sports.
2. Before you are allowed access to Hope Park Sports you must :
  - a. Complete our on-line gym induction so that we know that you are using the facility and equipment correctly and safely. This is a mandatory process before 'active membership' is agreed. To complete your membership registration you must visit our on-line store. You must watch in full a short video relating to safe use when attending the facility; you agreeing to the Health Commitment Statement; and the Readiness to Exercise detail.
  - b. Our Health Statement sets the standards of what we can reasonably expect from each other in regards to your health and welfare and emphasises that "your health is your responsibility"
  - c. If you are renewing your membership and your health status has not changed since you completed your initial PARQ induction then qualifying members need only to complete the Health Commitment Statement and the Readiness to Exercise parts of the registration process. However and in the interest of supporting our membership throughout the membership period the video highlighting safe practice will be available on the web page of Hope Park Sports and qualifying members are encouraged to view this at a time that is convenient to them.

- d. If you are renewing your membership as a non-qualifying member / new member then all sections of the on-line induction must be completed in full and this will include you watching the video in full, and you understanding and agreeing to the Health Commitment Statement and Readiness to Exercise detail.
  - e. Qualifying and non-qualifying members are determined by the date on which a membership is paid.
3. Every time you attend Hope Park Sports during your membership, you warrant and represent to us that you have no medical conditions known to you that would mean that you are not capable of all forms of exercise and that such exercise will not be detrimental to your health. If in doubt, it is your sole responsibility to consult a medical practitioner or to cancel / suspend your membership.
  4. Once you have completed your on-line induction to our satisfaction then you will be given a membership and will be treated as an Active Member of Hope Park Sports.
  5. Your membership commences on the date that your membership card is activated by us and will end on the 31 August "Membership Period". At a time convenient to us and before 31 August of each year, you will be asked if you would like to renew your membership for a further year and this will involve paying a further fee. It is not possible to cancel a membership or request a refund of fees paid, in part or full, during the Membership Period unless this is on medical advice; in this instance medical evidence will be required.
  6. Your membership allows you to access the fitness suite during opening hours (see below at clause 10). It also allows you to attend any of the advertised programme of fitness classes (subject to booking and availability), use the sports hall, astro turf, 3G pitch and squash courts (subject to booking and availability). You will not be allowed access to the strength and conditioning room.
  7. Membership does not guarantee access to classes/facilities. You must book to reserve your place by booking via the telephone or by visiting the reception area.
  8. Your membership applies to you personally: you cannot lend, assign or transfer it to another person. If you do then your membership maybe

cancelled without notice. If you book any of the facilities for any team sport / activity e.g. 5 a side football, you cannot allow non-members, family, friends or other individuals that are external to the university to take part. To do so will result in an automatic cancellation of your membership. Random spot checks by Sports Complex staff to ensure that all participating members maintain this condition will be carried out without notice.

9. Items of equipment must not be taken off site without having approval to do so by the General Manager.
  
10. To gain admission to Hope Park Sports and to take part in any chosen activity, you must have your membership card with you at all times. When you arrive in the Sports Complex you must report to the reception desk at all times; present your membership card and register your attendance. Failure to have a membership card when you wish to use the membership will result in 'no entry'. Your active membership card is absolute in this sense. No card – No Entry. If your membership card is lost or stolen there will be a £5 charge for a replacement and it will be your responsibility to replace.
  
11. The standard opening times apply to your membership  
Monday – Friday 7.30am – 9pm  
Saturday – Sunday 10am – 4pm  
  
Hope Park Sports will be closed on all public Bank Holidays, during the University's Christmas closure period and may operate on reduced hours during the summer and other times of the year. There may be changes to the opening hours during University exam periods, graduation ceremony or any other University events.
  
12. Please note that the opening hours may on occasion need to be changed due to repairs, maintenance, holiday periods or other factors outside our control, but we will give you advance warning wherever possible. Refunds will not be applicable under these conditions.
  
13. You must leave Hope Park Sports before 9.15pm on weekdays; the last booking will be between 8.00pm – 8.55pm, with the last admission to the fitness suite being 8.30pm with the fitness suite closing time being 8.45pm. Over the weekend periods you must leave Hope Park Sports by 4.00pm; the last booking will be between 2.00pm-2.55pm, with the last admission to the fitness suite being 3.30pm; the fitness suite will close at 3.45pm.

14. We will endeavour to give prior notice of any alteration to or cancellation of activities or centre programmes but reserve the right to do so without prior notice.

### **Lockers**

15. Members only whilst using the facilities at Hope Park Sports are provided with lockers for use. Lockers have a charge of £1.00 which is refundable. A £10 charge will be made for lost locker keys in order to cover the cost of replacing the mechanism.

16. Any items left in lockers at the end of each day will be removed and recorded as lost property. Lost property (including items from lockers) will be kept for one month and then disposed of.

17. We will not be responsible for the loss of members' property when attending Hope Park Sports or using related facilities. We are only liable for lost or damaged personal property where the loss or damage results from our negligence.

### **The Membership Rules**

18. All reasonable instructions by us should be followed at all times. We reserve the right to require any member or visitor to leave the sports areas, to refuse access, and suspend or terminate membership.

19. We will not tolerate violent, abusive, disrespectful, harassing or intimidating behaviour. Persons exhibiting unacceptable behaviour will be asked to leave the premises. CCTV cameras are in operation in Hope Park Sports.

20. You should make yourself aware of any rules and instructions including warning notices displayed within Hope Park Sports. Exercise carries its own risks. You should not carry out any activities that are not suitable for you.

21. Photography or videoing of any kind is not allowed at Hope Park Sports unless written permission is received from the Hope Park Sports Manager.

22. You must wear appropriate clothes and shoes when taking part in a sporting activity or attending the fitness suite. No jeans or flip-flops are permitted. When using the astro turf you must at all times wear the correct footwear that is appropriate to the sport that you are taking part in and footwear that is suitable to the surface that you are playing on: Do not wear spiked

footwear on the astro turf; Do not wear footwear that have worn soles, and Do not wear bladed footwear.

23. When using the Sports Hall or Squash Courts Do not wear marking footwear, i.e. Astroturf boots or black soles and always make sure that footwear is clean before entering the Sports Hall and Squash Courts.
24. Equipment must be wiped down after use.
25. No bags or coats are to be taken into the fitness room; members must use the lockers provided.
26. No food is to be consumed in Hope Park Sports (except in the café). When using Hope Park Sports and in particular the fitness suite plastic bottles may be used.
27. You must not abuse the equipment or facilities at Hope Park Sports (you will be liable to pay for any negligent or deliberate damage to property). A £5 charge will be made for broken hire rackets, in order to cover the cost of replacement.
28. Smoking, including the use of e-cigarettes is not allowed in any part of Hope Park Sports. Possession of alcohol, narcotics or other mood-altering substances is not permitted, neither is the use of Hope Park Sports while under the influence of any of these substances.
29. If the fitness suite is noticeably busy, the maximum time on cardiovascular equipment will be 15 minutes and you are requested to allow other members to use resistance machines between sets.
30. Mobile phones should only be used for listening to music; telephone calls must be taken outside of the fitness suite. If you need to bring in a mobile please ensure it is on silent and go outside for any conversations
31. Do not exercise if you feel faint or you are unwell.
32. Please follow the guidelines for safe and comfortable exercise, which are displayed in the fitness suite.
33. We may refuse admission to or ask you to leave Hope Park Sports if we reasonably believe that you have broken any section of these terms and conditions. No refund will be given if you are asked to leave Hope Park Sports in such circumstances.

34. If you are using the Fitness Suite you are not permitted to open the Fitness Suite door that will allow another person in whether they are active members or not. Such action on your part may be met with a short term suspension of your membership

### **Making a Booking and Cancellation Fees**

35. In order to attend a class or book out any of the facilities at Hope Park Sports, you will need to make an advance booking. All bookings can only be made up to 7 days in advance. You must give a 24 hours' notice period if you wish to cancel or change a booking that has been made by you. No bookings will be taken on the day. A 3 hours' notice cancellation period is required for any booked classes made by you. If we do not receive the prerequisite notice, then a charge will be applied. For booking any facility space (such as the Sports Hall for 5 a side football for example) you will be charged £5 for not giving at least 24 hours' notice of cancellation. For not giving at least 3 hours' cancellation notice for booking one of the classes, the charge will be £3. Your membership will be suspended until the fine is paid. You can cancel a booking by calling 0151 291 2911.
36. Members with two class strikes (i.e. not attending a fitness class without formally cancelling within the 3 hour advance notice period) within 30 day period will automatically result in the loss of rights to book onto a class for a 30 day period from the date when the second class strike occurs
37. All bookings for facility hire and classes will be for 55-minute duration and it will be your responsibility to ensure that the area(s) being used are vacated on time.

### **Data Collection**

38. In the course of your membership, we may collect certain personal information about you including personal details – name, telephone number, date of birth, e-mail and staff payroll number. We will use this information for purposes including managing your membership and communicating with you. The duration of time that this information will be 2 years. You will always be given the opportunity to opt out of such communications. You have the duty to keep your personal information up to date and to inform us of any significant changes.

39. Hope Park Sports has its own Privacy Statement on how we use your personal data and is available on our web page and at the University On-Line Store
40. Please contact Hope Park Sports Manager if you have any questions or concerns about how we will use and store your personal information or if you wish to exercise your right to access, modify, object to the use of or request the deletion of your personal information
41. You acknowledge that you have read and understand the provisions of this Data Collection clause and that you agree that we may collect, use, process your personal information as described.
42. The Contracts (Rights of Third Parties) Act 1999 is excluded.
43. This agreement shall be governed by English law and the English courts shall have exclusive jurisdiction to deal with any disputes arising in relation to it.