

PLEASE REFER TO CLAUSE 5 WHICH SETS OUT YOUR CANCELLATION RIGHTS UNDER THESE TERMS AND CONDITIONS.

Introduction

These Terms and Conditions relate to your (used interchangeably throughout these Terms and Conditions with "you", "your", "user") use of the facilities available at University of Bristol - Sport, Exercise and Health (S.E.H) (used interchangeably throughout these Terms and Conditions with "our", "we") and unless stated otherwise relate to the services directly provided by S.E.H (the "Services").

To help you gain the best from S.E.H. and to understand our responsibilities to you and your responsibilities to us, please read these Terms and Conditions carefully. Please note that different or additional Terms and Conditions may apply to other memberships, programmes, events and facilities. If you have any questions about these Terms and Conditions please email us at sports-members-admin@bristol.ac.uk

To make these Terms and Conditions easy to use and read we have split them into 3 sections.

Section 1 – Terms and Conditions of Your Use (pages 1-9)

All users must comply with these Terms and Conditions.

Section 2 – Data Protection (pages 9-10)

This section sets out how we collect, store and use your personal information.

Section 3 – Rules and Regulations of the Facilities (pages 10-13)

These rules apply to the use of our

facilities. These facilities include, pitches, courts, surrounding support areas and any S.E.H. buildings (we refer to these individually as a "Facility" and collectively as the "Facilities"). These rules are necessary to ensure we can offer an enjoyable and safe environment for you and other members to share during every visit. You must also take note and comply with the signs and notices displayed around the Facilities. They form part of our contract with you.

How these Terms and Conditions apply to you

These Terms and Conditions apply at all times and take priority over anything that a member of our team might have told you. These Terms and Conditions replace any previous versions. We may from time to time amend any part of or replace these Terms and Conditions entirely because of changes in relevant laws and regulatory requirements, or to reflect changes in the way we operate. If we revise these Terms and Conditions as they apply to you, we will contact you to give reasonable advance notice of the changes. If this happens and you are unhappy with any changes or amendments to the Terms and Conditions, we will provide guidance around any cancellation procedures.

SECTION 1 – TERMS AND CONDITIONS OF USE

1. YOUR RESPONSIBILITIES

1.1 As a user of our Facilities, you will be responsible under these Terms and Conditions. This means that:

- You are the only person who will be able to instruct us in relation to your membership and any Services to which you have subscribed;
- You will be responsible for paying for

the Services (when required);

- You will be responsible for paying any additional charges and fees for using the Facilities, Services and any sporting equipment made available by us to you for hire (referred to as "Equipment") that are not covered by your membership category;

- You must comply with all rules and regulations set out in **Section 3 which govern the use of the Facilities.** You must also comply with all our reasonable instructions and requests, as made from time to time, by our staff.

You must not:

- do anything that is inappropriate or unsporting or which might annoy or put other users of the Centre in danger;
- do anything that is not in line with the rules and regulations of a Facility or that causes damage to Equipment or a Facility;
- eat or drink (other than water) at a Facility, except in designated areas. Smoking is prohibited at all times within, and close to the Facilities.

1.2 You must:

- leave each part of a Facility, that you have used, in a tidy and orderly condition;
- return any Equipment that you have used or hired from us in the same condition as when it was supplied to you;
- comply with all instructions relating to the use of a Facility during the provision of any Services and use of Equipment. These instructions may be published by notice around the Facility; and
- treat other users politely and with

respect.

2. MEMBERSHIP CATEGORIES

2.1 You are entitled to use the Services at the Facilities according to your category of membership. Each Facility will provide you with the information about the range of Services available and when you can use them. Each category of membership may have certain restrictions. Details of any restrictions on membership categories are available on our website www.bristol.ac.uk/sport/memberships

2.2 Not all membership categories will be available at all times at the Facilities and certain membership types will only be available at certain times, at our discretion. We reserve the right to discontinue any category of our membership. We will endeavour to give you not less than 1 months' notice where this is the case. Where we stop offering certain categories of membership, we will endeavour to offer you a suitable alternative membership (if practical).

2.2.1 Where a suitable alternative membership is offered and is acceptable to you, your membership fees will change from the date the change applies to the current fees advertised for that category of membership at the Facility. Should the new membership fees be less than those currently being paid, we will give you a refund for the difference up to the date the change takes effect. Refunds will be credited to the debit/credit card which was used for the initial payment.

2.2.2 Where a suitable alternative membership is offered and is not acceptable to you, or we are not able to offer you a suitable alternative, your membership will end following the end of the notice period, at which point we will give you a pro-rata refund of any payments made in

advance for your current membership. Refunds will be credited to the debit/credit card which was used for the initial payment.

2.3 If you have a disability which means that you need someone to help you use the Services and to access a Facility, your assistant will be required to register with us, to access the Facility. You will not have to pay a fee for your assistant. However, the assistant can only use the Facility to help you. If your assistant would like to have their own independent access to use the Services, they will have to take out their own membership.

2.4 When we make any changes, to these Terms and Conditions, that affect your membership category and you are unhappy with them, you may cancel your membership by giving us 1 months' notice in accordance with Clause 5 (Membership Cancellation). Your membership will terminate following the end of the 1 month period, at which point we will give you a pro-rated refund of any payments made in advance for your current membership.

2.5 For clarification, any change we make just to the name of a membership category will not be considered an actual change of membership category or its content.

2.6 Changing your membership category:

- We understand that your needs can change over time. You can therefore apply to change your membership category by contacting the Facility in writing. You will only be able to do this after the initial period of membership depending on payment method chosen, as described in Clause 4 (Membership Fees and Payment Details).

- You may need to provide proof that you qualify for the new membership

category you are applying for.

- When you change categories, where necessary your membership fees will change from the date the change applies to the current fees advertised for that category for new members at the Facility. You will not be entitled to any refund of any membership fees already paid up to the date the change take effect.

- You will be able to upgrade your membership at any time. Your membership period will begin again once you have completed this.

3. ID CARDS AND ENTRY TO CENTRE

3.1 If you are a member of staff or a student who is registered with the University of Bristol, your University ID card will also be your S.E.H. ID card. If you are a community user, you will be provided with a S.E.H. ID card.

3.2 Access to the Facilities will only be given to members in possession of a valid University ID card or S.E.H. ID card. Entry may be refused to a Facility if you are unable to provide this. After three visits without your University Identification (ID) or S.E.H. ID card you will not be permitted access. If you lose your University ID card, you must follow the usual University procedure for replacement. Community members' ID cards can be replaced and a fee of £3 will apply.

3.3 ID cards are not transferrable and cannot be shared. Any individual attempting to enter a Facility with a different user's card will be prevented from accessing the Facility. Any ID card being used fraudulently to access a Facility, or the Services will be confiscated and will only be returned to the authorised user.

3.4 When you visit a Facility for the first time you will be required to provide certain information to us for

health and safety purposes which will be collected and processed in accordance with the provisions of Section 2 (Data Protection Statement).

4. MEMBERSHIP FEES AND PAYMENT DETAILS

4.1 Payments for memberships must be made using one of the following schemes: up-front in full (either annual or 3 monthly) or by direct debit where this is offered, unless you are using the Facilities on a day pass (where payment is made on the day).

4.2 Membership Payments and Duration

- Memberships can be purchased for different lengths of time in accordance with the policy in force at the time.

Fees and duration details are available on our website: www.bristol.ac.uk/sport/memberships

4.3 Direct debit membership payments:

4.3.1 This payment method is offered for memberships of at least two months. Where this is offered, Members pay a joining fee equivalent to one month's membership fee. The direct debits will commence on the date stated under date of First direct debit.

- Direct debit payments will continue until such time as you give us at least one full calendar months' notice in writing in accordance with the cancellation provisions found in section 5.

- They will not stop automatically after graduation; it is your responsibility to request the cancellation of the Direct Debit.

4.3.2 if you take out your direct debit

membership before the 20th of a month you will be debited for the remaining days of that month. If you take out your direct debit membership on or after the 20th of a month you will be debited for the remaining days of that month and the whole of the following month. This is because of the Bankers' Automated Clearing System (BACS) processing deadlines. Direct debit payment will then be collected on the 1st of each month or nearest working day thereafter.

4.3.3 Community User. If you are not a member of staff or a student of the University of Bristol, you will be categorised as a Community User.
- If you are a Community user we will need to have your photograph taken for your S.E.H. ID card (albeit with the exception of any day pass users). This will allow us to check your identity when you enter a Facility and during the use of the Services. You must always carry this ID card with you when using the Facilities.

- You may use the Services as a day user (which does not entitle you to a membership) and you will be charged at the standard day-pass rate at the time in force.

4.4 University of Bristol Bursary holders' Bursary memberships run annually from 1 September to 31 August.

- Membership fees are set as part of the annual pricing review and will be applicable from 1 September to 31 December. The Bursary discount will be applied to the full membership fee for this period. The Bursary Discount will also be applied for the following period 1 January to 31 August. Further details are available on request. [There is not a reduction in fees for payments made by direct debit].

- Payments can also be paid by direct debit but all payments will be terminated on the 31st August each year.

-The membership fee paid will be applied based on the level of bursary received at the point of purchase (as confirmed by the Fees and Funding Office). There will be adjustments to the membership fees if the level of bursary changes during the academic year.

5. MEMBERSHIP CANCELLATION

5.1 Without prejudice to anything stated in any other part of these Terms and Conditions, if you wish to cancel your membership the following provisions will apply:

- if you have a paid-up membership (paid in full) your membership will end automatically at the end of your membership term.

- If you have a membership paid by direct debit, as described in Clause 4.3, your membership is continuous until you give us notice to cancel in writing. This must be received no later than 10 working days before the end of the calendar month. If cancellation is not received within 10 working days of the end of the calendar month, membership will come to an end at the end of the following month and you will also be charged for that month.

- From time to time we may have to increase our direct debit membership fees and we will undertake reasonable measures to give you adequate advance notice of this. You can end your membership at any time on one (1) calendar months' notice if the changes to your membership fees are more than either 1% above the rate of inflation according to the Retail Prices index or 3%, whichever is higher. You must give us notice in line with Section 1, Clause 6 before the change in fees is due to apply.

5.2 Ending your membership early where your circumstances change.

- You are entitled to a 14-day cooling off period during which you can cancel your membership without charge and obtain a full refund for any Services paid for and not used. The 14-day period runs from the date on which your membership commences. After this time, you can only apply for a refund if one or more of the following apply to you:

- You are suffering from a medical condition which means you are unable to use the intended services, where a doctor or medical practitioner's opinion prohibits you from exercising (this includes pregnancy):

- You are no longer enrolled as a student at the University of Bristol.

- Refund of membership fees will only be granted for one of the reasons above and on receipt of satisfactory evidence. An administration fee of £10 will be applied to all refunds. Refunds will be applied on a pro-rata basis. The decision of the S.E.H. management is final on the matter.

- To end your membership, for one of the reasons listed above, you must give us notice in writing in line with Clause 6.

- You must provide us with suitable evidence. For medical reasons this must be a doctor's note, prescription or other official medical documentation. If you are no longer a student, this must be official paperwork provided by your Faculty. These documents will be reviewed together with your cancellation request and the decision of the S.E.H. management is final on the matter.

5.3 We reserve the right to refuse entry and use of the Facilities or end your membership should your behaviour (or appearance) be deemed inappropriate. In any event, you agree to comply fully with the

University's regulations and policies.

- We will not tolerate our staff or other members being verbally abused, intimidated or being physically threatened. If we find this to be the case we reserve the right to report you to the Police and/or University Security Services, to ban you immediately and permanently from the Facilities, and end your entire membership without any refund, at the ultimate discretion of the S.E.H. Senior Leadership team.

- We reserve the right to revoke your membership in the following circumstances, at the ultimate discretion of the S.E.H. Senior Leadership team:

- if you break or are repeatedly in breach of these Terms and Conditions and you do not or cannot rectify within 7 days of us writing to you;
- if you break a Facility's rules;
- if with your knowledge or permission, another person uses your membership or ID card to obtain access to a Facility;
- if you are rude or abusive to our staff or any other member or behave or threaten to behave in a violent or aggressive way in a Facility.

5.4 If we cancel your membership for any of the reasons in 5.3 above, we have the right to keep a proportion of the fee you have paid under these Terms and Conditions.

6. GIVING NOTICE TO US

6.1 If you want to give notice us to end your membership, it must be in writing to the following address: Indoor Sports Centre, 3 Tyndall Avenue, Bristol, BS8 1TP. Notices must be addressed to the Memberships

Team. We will also accept notice by email to sports-members-admin@bristol.ac.uk. If you need to provide evidence of certain things, you can provide them as an attachment to an email.

6.2 Your notice is not effective until we have received your valid evidence, where evidence is required. We strongly advise that when you give notice you get proof that we have received it. For example:

- if you send us a notice by post, send it by recorded delivery (we will have to sign the delivery notice when we receive it);

- if you send us your notice by email, ask for an acknowledgement of receipt.

6.3 We will confirm that we have received your notice within 10 working days of receiving it. If you do not receive this confirmation within 10 working days, you must immediately let us know so we can check whether we have received it.

6.4 From time to time we may need to contact you about your membership, so it is important you let us know if your address, contact phone number or email address change. If we need to give notice to you:

- it will be deemed to have been served if we send it to the address or email address, we have in the records we hold about you; and

- if we give notice during a month the notice period will run from the first day of the following month.

6.5 Where in these Terms and Conditions we ask you to give notice of one calendar month or more, if you give notice during a month, we will treat it as if we have received it on the first day of the following month and the notice period will run from that

day.

7. MEMBERSHIP SUSPENSION (HOLIDAYS)

7.1 There is no ability to suspend your membership during University of Bristol vacation periods.

8. OTHER PRODUCTS AND SERVICES

8.1 There is no limit on the length of time to use books of tickets for PT sessions.

8.2 Pre-booked activities, for example pre-booked studio sessions or swimming pool booking

- If you are unable to attend a booked activity, you can cancel up to 3 hours before the scheduled start time of the session either online (if the session is included in your subscription), by calling the Sport Centre reception, or by emailing sports-members-admin@bristol.ac.uk. This is to ensure the opportunity for other members to attend the session.

- If you fail to attend, fail to register your attendance by scanning your ID card at the Sports Centre entry barriers, or cancel with less than 3 hours advance notice, a strike will be added to your account. A strike will stay on your account for 72 days unless a ban is imposed in which case, all associated strikes will be removed.

- If you are given 3 strikes on your account for any of the above reasons, then you will be unable to make session bookings for 6 days.

8.3 Court bookings

- A maximum of 4 players are permitted per single court booking. All casual bookings are limited to 55 minutes.

- A minimum of 6 players are required for half hall bookings including but not limited to Netball, Basketball and 5-a-side football.

- The user for whom a court booking is made, must be present and participating in the activity which is the subject of the booking (or session).

- Spectators are not permitted to observe from courtside. Spectators can instead observe from any of the available viewing balconies situated within a Facility.

- Chargeable court bookings can be cancelled up to 24 hours in advance, and no charge will be made.

- Ad-hoc bookings can be cancelled up to 3 hours in advance to avoid a booking strike and receive a refund on any booking charges.

- If SEH need to cancel your booking we will provide you with an alternative and/or refund you with any booking charges. Refunds for cancelled online bookings will be provided as credit notes in the first instance. If requested in writing refunds will be provided at reception.

- Under 16s must be accompanied by an adult during their casual booking

8.4 Regular/Block Bookings (Coombe Dingle Sports Complex, Swimming Pool, Indoor Sports Centre)

- Regular bookings, e.g. weekly training sessions, can be cancelled up to 48 hours in advance and no charge will be made.

- Event bookings can be cancelled up to 5 days in advance and deposits are non-refundable.

- Bookings missed or cancelled with less than 48 hours' notice will be charged in full.

- Block bookings (10 or more) and where a VAT exemption applies: cancelling a session and requesting a refund will mean the block booking is interrupted, and we will no longer be able to apply a VAT exemption to the overall series. In this situation please contact us to discuss how this affects the amount you will be invoiced.

- Equipment set up will be included in your allocated time.

8.5 Sports Courses (Tennis)

- Payments must be made using one of the following methods in advance of the start date of the course: Upfront payment, direct debit or online payment via debit/credit card. If you are an existing customer, you will automatically be re-enrolled on to the next course and notified by email to make your payment. If payment is not received 14 days before the course commences then you will be removed from this course.

- Payment covers the length of the course advertised. Customers can join a course at any time following discussion with the University of Bristol Tennis Team.

- Courses will take place on advertised dates and at the advertised location and time. Occasionally this may be subject to change. If any change should occur, we will use all reasonable endeavours to inform users of any changes. If there is a need to change a course, all customers will be contacted, and appropriate adjustments made to provide a comparable service. If an alternative cannot be agreed a full refund will be offered.

- Children's lessons
Parents/guardians are required to bring their children to the Facility at least 5 minutes before the lesson is due to start and must collect their children at the end of the lesson.

Admission to lessons after 10 minutes of the start time will not be permitted.

- Parents/guardians may watch from the designated viewing balcony but must not approach the courts during the duration of the lessons. Parents/guardians should remain contactable for the duration of the lesson in case of emergency and, if a child is under the age of 8, parents/guardians must remain in at the Facility (close to where the lesson is being conducted) with a visible line of sight to their child for the duration of the lesson. Photography and use of video equipment are not permitted under any circumstances in any of the Facilities.

- Parents/guardians must ensure their child is equipped with appropriate attire including non-marking soled trainers.

8.6 1-day passes

- 1 day Swim passes, and 1 day Gym passes CANNOT be refunded after use, without exception.

- Specified holiday membership offers including but not limited to Festive Fit, Spring Saver and Summer Saver CANNOT be refunded after purchase, except for the reasons outlined in Section 1 Clause 5.2. This does not include the 14 days cooling-off period.

8.7 Sports Medicine Clinic

- Appointments can be cancelled up to 24 hours in advance, and no charge will be made.

- Appointments missed or cancelled within 24 hours of the appointment will incur a £20 charge.

- Visitors to the Sports Medicine Clinic who fail to attend their appointment without contacting us will be charged the full appointment fee.

- Refunds for cancelled online bookings will be provided as credit notes in the first instance. If requested in writing refunds will be provided at reception.

8.8 Continuous Courses (Swimming)

- Our Swim School is designed to help children between the ages of 4

- 16 years of age to progress through the Swim England pathway. We cannot guarantee that every swimmer will progress to the same standard or maintain similar rate of improvement, but we will undertake reasonable measures to help swimmers achieve the standards required in their target award.

- Please be aware of the contents of Clause 3, Section 3. In addition to the conditions stated under clause 8.6, you are required to observe all the conditions outlined in that Clause.

- Use of swimming equipment, except where provided by us is prohibited. We reserve the right to confiscate any swimming equipment used in the swimming pool without our prior authorisation.

- Parents/guardians are required to bring their children to the Facility at least 10 minutes before the lesson is due to start and must collect their children at the end of the lesson. Admission to lessons after 10 minutes of the start time will not be permitted. Parents remain responsible for their children in the changing areas immediately before and after the lessons. Swim School staff cannot accept responsibility for children's safety in the changing areas.

- Parents/guardians may watch from the spectator areas but must not approach poolside during the duration of the lessons. Parents/guardians should remain contactable for the duration of the lesson in case

of emergency and, if a child is under the age of 8, parents/guardians must remain in the Facility (close to where the lesson is being conducted) with a visible line of sight to their child for the duration of the lesson.

- Photography and use of video equipment are not permitted under any circumstances in any part of the Facilities.

- Parents/guardians must ensure their child is equipped with an appropriate, well-fitted swimming attire, including goggles if required. Please note that, diving goggles, including a nose guard are not permitted in Swim England lessons. Additionally, if your child swims in a wetsuit, it must not be neoprene when children are tested for distance awards, as these suits provide additional floatation.

- Parents/guardians must not allow their child to swim within 48 hours of experiencing sickness, diarrhoea, or any infectious diseases, and ensure that their child visits the toilet before starting lessons. Any child who is not fully dry toilet trained must wear a protective swim nappy for lessons. These are available free from reception.

- The swimming programme operates on a 49-week rolling schedule, and missed lessons are non-refundable. Parents/guardians are invited to register on the Home Portal. Lessons are recorded and progress will be updated by teachers on a weekly basis. When your child is awarded a badge, you will be informed by email, and any moves in lesson times as a result will be communicated to you in a similar manner through the Home Portal. We cannot guarantee space on a suitable lesson immediately when your child is recommended progression, but we will continue to work towards the relevant standard in their allocated lesson until such as appropriate space becomes available.

- Payments for Swim School will be by monthly direct debit or by single payment of 10-week blocks. If paying by direct debit, if you commence this method before the 20th of a month you will be debited for the remaining days of that month. If you take out your direct debit membership on or after the 20th of a month you will be debited for the remaining days of that month and the whole of the following month. This is because of BACS processing deadlines. Direct debit payment will then be collected on the 1st of each month or nearest working day thereafter.

- If you have a direct debit as described in Clause 4.3 above, it will continue until you give us written notice to cancel. The notice must be received no later than 10 days before the end of the calendar month. If cancellation is not received within 10 working days of the end of the calendar month, your direct debit will come to an end at the end of the following month and you will also be charged for that month.

- From time to time we may have to increase our fees and we will undertake reasonable measures to give you adequate notice and rights of cancellation, where they apply.

- By accepting these Terms and Conditions, you are agreeing to allow members of S.E.H staff to administer emergency first aid and assistance in event of an incident occurring during the lessons.

8.9 National Pool Lifesaving Qualification

8.9.1 Payments

- Payments must be made using one of the following methods in advance of the start date of the course: Upfront payment, or online payment via debit/credit card.

- If payment is not received 14 days

before the course commences then you will be removed from this course.

- Payment covers the length of the course advertised.

- If the candidate does not complete the course no refund will be given.

- This is an examination course, which you must pass in order to gain a qualification. Payment does not guarantee a pass and no refunds will be made if you should fail.

- If a candidate requires a re-assessment the first session will be chargeable at £50 per candidate. If a second reassessment is required this will be chargeable at £99.50 per candidate. Payment must be made in full in order to schedule the re-assessment.

- The cost of re-evaluation is £99.

8.9.2 Cancellations

- Cancellations with less than 2 weeks notice will receive no refund.

- Cancellations with 2 – 4 weeks written notice will receive a 50% refund or credit note on to their member account.

- Cancellations made with more than 4 weeks notice will receive a full refund or credit note on to their member account.

- Transfers can be made at the discretion of the course trainer and facility.

8.9.3 General

- Courses will take place on advertised dates and at the advertised location and time. Occasionally this may be subject to change. If any change should occur, we will use all reasonable endeavours to inform users of any changes. If

there is a need to change a course, all customers will be contacted, and appropriate adjustments made to provide a comparable service. If an alternative cannot be agreed a full refund will be offered.

- Admission to sessions after 10 minutes of the start time will not be permitted.

- Candidates should be equipped in appropriate, well-fitted swimming attire, including goggles if required.

- Photography and use of video equipment are not permitted under any circumstances in any of the Facilities.

- We will undertake reasonable measures to help candidates achieve the standards required in their NPLQ award.

- Missed sessions are non-refundable.

- Candidates must not swim within 48 hours of experiencing sickness, diarrhoea, or any infectious diseases.

- We will use all reasonable endeavours to provide Services with reasonable care and skill. Where you use any Service, you must be honest and truthful with the trainer about any medical conditions which you have. We will not be responsible for any injury or damage which occurs because you have not told the trainer or have not followed the trainers advice or instructions.

- The university recommends that candidates also revise what they have learnt during the course by referring to their manuals.

8.9.4 Re-assessment

- Candidates on an NPLQ course may need to be re-assessed on one, two or all 3 units of the Generation 9 NPLQ if they do not successfully

complete their assessments during their course.

- All re-assessments taken after an NPLQ course must be sat within 28 days of the initial assessment date.

- All reassessments are chargeable (see 1.6). The cost of this covers the assessor, pool and room hire for the duration of the assessment.

- All theory and practical re-assessments are organised by the university will take place at the University of Bristol Swimming Pool. If candidates are not able to attend the University of Bristol Swimming Pool for a re-assessment, then they will be responsible for organising their own re-assessment at an alternative location and paying any fees associated with this – Swim UK will not be able to offer assistance in regards to this.

- The university will try its utmost to provide at least an hour of additional training immediately before the NPLQ reassessment.

8.9.5 Renewal

- Lifeguards may renew their qualification only within the period of validity of their existing qualification.

- Lifeguards must meet the following on-going training criteria before being submitted for a renewal assessment:

- Provide written evidence of having completed a minimum 20 hours lifesaving,
- CPR and first aid training within the two year validity period.

• Ongoing training will be provided by the employer

- After two years your NPLQ qualification will be due for a re-evaluation which is available through

the university.

9. EQUIPMENT

9.1 We may make equipment available for hire at the Facilities. Please ask at Reception for details. You must pay Equipment hire charges in advance by card (credit or debit) before you borrow the Equipment.

9.2 You must return Equipment at the end of the session or by the time and date specified, in the condition in which it was supplied to you (fair wear and tear expected).

9.3 You will be asked to pay a deposit for hiring Equipment. We will be entitled to keep the deposit if you do not return the Equipment at the end of the session or by the time or date agreed or if you return the Equipment in a damaged state (fair wear and tear excepted). If the Equipment is so badly damaged, or not returned at all, we reserve the right to charge you for all our costs incurred in repairing or replacing the Equipment.

9.4 Equipment is for your personal use only while you are at a Facility. You must not lend, hire, or sell the Equipment, or take it away to use at another location.

10. SERVICES

10.1 We will use all reasonable endeavours to provide Services with reasonable care and skill. Where you use any Services, you must be honest and truthful with the Health & Fitness Advisor about any medical conditions which you have. We will not be responsible for any injury or damage which occurs because you have not told the advisor or have not followed the advisor's advice or instructions.

10.2 We are not responsible or liable to you in any way for any services provided by a third-party delivery agent using our Facilities.

11. MAKING CHANGES TO THE FACILITIES, SERVICES OR ACTIVITIES

11.1 We have the right to increase, reduce or withdraw Services and activities in any of the Facilities either permanently or temporarily.

11.2 If we decide to make other changes to the Services and activities available at the Facilities, we will give you reasonable notice.

11.3 We will display opening and closing times on our website. Opening times may vary during holiday periods.

11.4 We reserve the right to change the opening hours, Services or facilities available at any time, at our sole discretion. Where changes are made, we will, where reasonably possible, display notices in the Facilities and on the website, notifying users of the change.

11.5 Your right to access and use the Services is in common with all other users of the Facilities. You acknowledge and accept that use of the Services is on a first come first serve basis and you may be unable to access certain Services at particular times if they are being used by other users (for example if all the squash courts are booked out or if the swimming pool is reserved for swim classes). Additionally, if emergency or planned maintenance is being carried out, some Services may be temporarily suspended until such maintenance is completed. We will seek to keep disruption to a minimum in such cases and will keep users of the Services informed as to any temporary access restrictions.

11.6 We reserve the right to vary, revoke or add to these Terms and Conditions, to the General Health and Safety, Pool and Gym facilities rules at any time. Without prejudice

to your rights under these Terms and Conditions, we will undertake reasonable endeavours to give you at least one month's advance notice in the event that any changes to the above are being implemented.

12. LIABILITY

12.1 We will not be liable for any accident, injury, loss or damage you suffer in carrying out an action against our instruction, advice, or against your medical practitioner's medical advice. You carry out these actions at your own risk.

12.2 In any event, nothing in these Terms and Conditions will limit or exclude our liability for any personal injury or death caused by our negligence.

12.3 You should lock all your belongings and personal property in the lockers provided around the Facilities. We do not accept any liability for theft, loss or damage to your property occurring on the premises or within the grounds of the Facilities, except where any theft, loss or damage occurs as a direct result of our negligence.

12.4 Vehicles parked at the Facilities are done so at the sole risk of the owner. We do not accept liability for theft, loss or damage to any vehicles parked at the Facilities.

12.5 Subject to Clauses 12.2 and 12.3, if we are found to be liable to you for any losses, damage or compensation under these Terms and Conditions (whether as a result of our breach of them or otherwise), our total liability to you shall be limited to the amount of your membership fee for the current term of your membership. We will not be liable to you for any type of loss or damage that does not occur as a direct result of our breach of these Terms and Conditions, or as a result of our negligence.

12.6 If we are unable to make available to you any of the Facilities or to provide any of the Services, for reasons beyond our reasonable control, including but not limited to inability to secure labour, materials or supplies or as a result of any act of God, war, strike, lock-out or other labour dispute, epidemic, pandemic, fire, flood, drought or change in law, we shall not be liable to you for so long as the relevant event causing our failure continues.

13. COMPLAINTS AND FEEDBACK

13.1 We are committed to making sure our members are satisfied with the service we provide, but we are realistic enough to know that things do not go according to plan all the time. If you have a complaint, we want to know about it as soon as possible so that we may fully investigate it and resolve it.

13.2 If you have a complaint, the following shall apply in this order:

1. You should first tell a member of the team at the relevant Facility. If you are not satisfied with the response, you should either contact the manager on duty at the Facility if they are available or use the online feedback form <https://bit.ly/sehfeedback>.

2. If you are still not satisfied, you should contact the relevant Divisional Manager by emailing sports-members-admin@bristol.ac.uk outlining your complaint and addressing it for the attention of a Divisional Manager.

3. If you are still unsatisfied with our response or the way your complaint has been handled, you can write to the Director of Sport, Exercise and Health by emailing sports-members-admin@bristol.ac.uk outlining your complaint and addressing it for the attention of the Director of Sport. You agree to comply with the complaints

procedure as outlined above. We are not under any obligation to consider complaints that do not follow the procedure outlined above.

14. ENGLISH LAW

15.1 These Terms and Conditions shall be governed by English law and you can bring legal proceedings in respect of the Services in an English court. If you live in Scotland, you can bring legal proceedings in respect of the services in either the Scottish or English courts. If you live in Northern Ireland, you can bring legal proceeding in respect of the services in either the Northern Irish or English courts.

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Centre for Effective Dispute Resolution (CEDR) via their website. CEDR will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

SECTION 2 - DATA PROTECTION STATEMENT

1. COLLECTION AND USE OF YOUR DATA

Personal Data

Students - Please read our guidance on how we process student personal data (which can be accessed at <http://www.bristol.ac.uk/secretary/data-protection/policy/students-processing-notice/>)

Staff - Please read our guidance on how we process staff personal data

(which can be accessed at <http://www.bristol.ac.uk/secretary/data-protection/policy/staff-processing-notice/>)

Community users - We will use the personal information you provide us in your application to:

1. Provide our services to you.
2. Inform you about any services that we provide, but you can stop receiving this at any time by following the link to unsubscribe, however this should only be done on the understanding that we will no longer be able to contact you about closures, updates and changes.

All users. We will not share your personal data with any third parties, with the exception of Bristol Students' Union with whom we may share the personal data of students. However, by providing your personal data to use, you agree that we may transfer, store or process your personal data outside the European Economic Area in accordance with the Data Protection Act 2018.

The Data Protection Act 2018 gives you the right to access information that we hold about you. For further information please access www.bristol.ac.uk/secretary/dataprotection/individ/subjectaccess

If you access the facilities using a Ucard our Ucard Privacy Policy can be accessed at www.bristol.ac.uk/cardservices/privacy-policy

Wellbeing referrals

We value our users' health and wellbeing. If we are caused to have serious or escalating concerns for your wellbeing, from your interactions with our Facilities and programmes, we will raise these with you where appropriate and we may refer concerns relating to students and

staff to the University's wellbeing services.

SECTION 3 - RULES AND REGULATIONS OF THE FACILITIES

1. GENERAL HEALTH AND SAFETY RULES

1.1 We do not allow pets into any part of any of the Facilities (except when used for assistance or by medical professionals).

1.2 To protect your safety please pay attention to all signs and notices around the Facilities.

1.3 Fire exits are clearly marked throughout the Facilities. If there is a fire or if you hear a fire alarm, you should make your way out of the Facility through the nearest possible exit to the advertised assembly point.

1.4 If you suffer an injury or accident, you must report it the incident and the circumstance to the Welcome Desk or reception area situated at the relevant Facility.

1.5 For clarification, smoking is prohibited at all times within, and in close proximity to the Facilities.

1.6 While at the Facilities we expect you to behave appropriately, respectfully, and politely and dress appropriately, at all times. We can prevent anyone from entering the Centre or ask you to leave if we think that your behaviour (or appearance) is not suitable.

1.7 For your own safety, when using the Facilities, you must wear appropriate footwear for the surface (for example non-marking smooth soled shoes in halls and squash courts).

1.8 Unless prior, written permission has been sought from S.E.H. Management, you must not:

- Sell or attempt to sell or promote in any of the Facilities, any goods, services, articles or equipment
- Put up any notices or decorations (internal or external)
- Take photographs at or in a Facility or arrange for any filming or televising of any activity.

If you do so, we may take any action outlined in Section 1, Clause 5.3.

2. CAR PARKS

2.1 There are no customer parking facilities at the Indoor Sports Centre on Tyndall Avenue or the University of Bristol Swimming Pool.

2.2 Users of the Coombe Dingle Sports Complex may park their vehicles in the appropriate car park in accordance with the displayed terms and conditions.

Parking permits issued by the University for staff and students are not valid at any of the car parks at any of the Facilities.

3. SWIMMING POOL

3.1 For health and hygiene reasons, you must make sure you shower and use the toilet (if necessary) before entering the pool.

3.2 We may reserve the pool (or part of it) for adult only swimming, classes, lessons or event activities. We will undertake reasonable measures to display timetables and availability of the pool to you.

3.3 You are not allowed to use snorkels, masks, fins, flippers, radios or lilos in the pool, unless we agree otherwise.

3.4 Swimming pool members attending a lane session must be able to swim one length.

3.5 For safety reasons, in and around

the pool, children aged 5 – 15 must be accompanied by an adult in a ratio of no less than 1 adult to 2 children. Under 4s must be accompanied by a ratio of 1 adult to 1 child.

4. GYM FACILITIES

4.1 Before you begin using the gym, we will ask you to read and sign the Health Commitment Statement or have a supervised induction. You can also view the induction video.

- You will not be able to use the gym or its facilities until you have carried out the induction or signed the Health Commitment Statement and we may (at our sole discretion) suspend your membership, deny you access to the gym, or refuse to sell you a membership until you comply.

4.2 Only our qualified coaches or personal trainers may set you a training programme.

4.3 If you have any concerns about your physical condition, you must not engage in or carry out strenuous activities without first seeking medical advice.

4.4 You are advised to warm up properly before any workout session and cool down properly to avoid any injury or physical strain.

4.5 The minimum age for use of the gym facility is 16.

4.6 If you do not feel competent in using a piece of equipment or undertaking a specific exercise please speak to a member of the Health and Fitness Team before commencement.

4.7 We are not liable for any injuries, damage or loss you incur, as a result of not carrying out your induction, not watching the induction video, not following the instructions of gym staff or personal trainers, or not following your practitioner's medical advice.

Please see Clause 12 of Section 1 on liability more generally.

5. OTHER FACILITIES (Regular Bookings of Coombe Dingle, Swimming Pool and Indoor Sports Centre)

5.1 The hirer shall be responsible for payment and any other charges to do with the hire. Invoices must be paid within 30 days of receipt. Failure to do so may result in your booking being cancelled. The hirer shall be liable for any additional expenses incurred if an event overruns.

5.2 Cancellation by us. We can add to, change, withdraw or cancel facilities or activities from any of the Facilities without notice. This includes closing a Facility or changes to its opening hours for safety reasons and maintenance. Special events organised by us may take precedence over existing bookings.

5.3 Cancellation by the hirer. Any application for refunds or cancellations of block bookings must be made in writing and can be e-mailed or sent into the seh-bookings@bristol.ac.uk stating the details of the refund requested.

5.4 We reserve the right decline any application for hire.

5.5 It is the responsibility of the hirer to ensure that all those attending respect 'no smoking' areas and instructions.

5.6 We do not allow pets into any part of any of the Facilities (except when used for assistance or by medical professionals).

5.7 The hirer shall comply with the conditions contained in all licenses granted to the University by the Licensing Justices in respect of the hired premises, and also with the provision of Public Health Acts, Local

Bye Laws, Public Entertainment's License and any other relevant statutes or regulations and the requirements of the Performing Rights Society.

5.8 Equipment hire. The hirer shall not without our consent use their own or third party equipment. When such equipment is used then it is the responsibility of the hirer or third party to maintain adequate insurance for third party public liability or personal accident risk. We shall require a copy of the valid cover note for such insurance and shall have a right to cancel any booking if not totally satisfied with the amount of cover. The University will not accept any liability against third party claims including personal injury arising from use of the hirer's or third-party equipment or any loss or damage to such equipment whilst on University premises. The University will also reserve the right to charge the hirer the cost of checking all electrical equipment to the standards in force at the time of the event.

5.9 Whilst every effort is made by the staff to provide facilities which are fit for purpose it is the responsibility of the hirer to satisfy themselves that the conditions are safe prior to use and to notify reception if it is not. The management cannot accept responsibility for slips, trips and falls as the clothing, footwear and capabilities of players/users is beyond their control. All accidents and incidents should be recorded on a University of Bristol incident form available at reception. First aid support and a Defibrillator are available from reception.

6. HOSPITALITY (Coombe Dingle)

6.1 Only food and drink purchased from the Facilities can be consumed on site. No food or drink may be taken onto playing surfaces. Hospitality services can be provided on request.

Please contact seh-bookings@bristol.ac.uk for further details.

6.2 Coombe Dingle Sports Complex has an on-site bar and catering facilities that is open throughout the week and is available for private bookings.

6.3 Final catering schedules are required not less than 5 working days prior to date of function.

6.4 No alcohol can be brought onto site by hirers or persons attending for consumption on the premises unless prior written consent from the University is obtained and for which a corkage charge will be made.

7. LOCKERS

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

7.2 The lockers at the Indoor Sports Centre require a padlock. The lockers at the Swimming Pool and Coombe Dingle Sports Complex require £1 coin or locker coin.

7.3 If you find lost property you must hand it to the Welcome Desk or Reception Desk (as the case may be) immediately. Any items submitted to us will be held for a period of 2 weeks, after which they will be gifted to charity, save water bottles which for health and hygiene will be disposed of after 1 day.

7.4 Equipment/ belongings must not be stored in lockers overnight. If any property is found in lockers when a Facility is closing it will be stored for 24 hours (or a longer period should we so decide), during which time it may be collected by you. Following this period property may be disposed of.

8. CONDUCT AT THE FACILITIES

8.1 We operate a strict code of conduct which applies to all users while at any of the Facilities. Please see the S.E.H. [Values and Behaviours](#).

8.2 You must respect staff and other users, members, and guests of the Facilities at all times and treat them with respect. You must respect their rights, treat them fairly, be mindful of them when expressing your views, treat them with courtesy and respect their authority and reasonable decisions.

8.3 You must not use rude or offensive language.

8.4 You must not use abusive language or threaten others or use the Facilities to incite hatred or promote your religious beliefs.

8.5 Racial abuse, sexual harassment or other discriminatory comments will not be tolerated under any circumstances.

8.6 You must take care when using your tablet or smart phone while at the Facilities. Images displayed on websites or shared through social media can be offensive and distressing to others in your immediate vicinity.

8.7 You should be aware of any behaviour you consider inappropriate or violent, including bullying, harassment, discrimination and physical, violent or sexual crimes. Examples of harassment and bullying are where others are behaving in an unwanted, unsolicited and unwelcome manner that is offensive or intimidating to you, or are behaving in an offensive, abusive, intimidating, malicious or insulting manner which makes you feel upset, threatened, humiliated or vulnerable.

Harassment and bullying include

treating another person less favourably on the grounds of gender, race, age, gender reassignment, marriage and civil partnership, pregnancy and maternity, disability, sexual orientation, religion or other beliefs.

8.8 If you feel that you, or another user of a Facility, is being subjected to harassment, bullying, discrimination, a lack of dignity and respect, or violence in any form, including those mentioned above, you are encouraged to challenge or report this.

8.9 If you witness an act of physical violence or sexual crime, we strongly encourage you to contact the police.

9. IF YOU BREAK THESE RULES

9.1 If you break these rules or do not comply with any notice around any of the Facilities, we may do any or all the following (at the ultimate discretion of the Director of Sport, Exercise and Health):

- ask you to leave immediately
- end your membership
- take any other action against you as we deem appropriate

10. PHOTOGRAPHY CONSENT

10.1 From time to time we may carry out photography or filming in our facilities to use for documenting events, marketing or publicity purposes across a range of media. These include prospectuses, banners, hoardings, flyers and posters, leaflets, the University website, University social media channels.

10.2 When we take photographs or video that focus on you as the main subject, or when we gather testimonials or other statements from you, we must seek your informed consent:

- for the content featuring you to be

- stored and used
- for your contact details to be stored in case we need to contact you about the images

We usually do this by asking you to sign a printed form before the photo or video-shoot, but sometimes we may gather consent in other ways: for example, by asking you to read out a consent statement that we record, or by emailing you (especially if, for some reason, you didn't sign a consent form at the time of the shoot).

10.3 At times where you are not the main focus of the imagery (e.g. general shots depicting our facilities or large groups of participants at events) and it is not possible for us to collect everyone's permission, we ask that you either speak to a member of staff at the time so they can inform the photographer if you don't wish to be included, or after the event please email seh-comms@bristol.ac.uk if you do not consent to us using your image.

10.4 Our consent form asks for a few brief details including contact information, and tick-boxes for you to indicate whether you are a UK/EU student or an international student. We've included this latter section to help us ensure that images are used appropriately, for example to illustrate a webpage for international students with images depicting international students rather than UK/EU students.

10.5 We store images, video, testimonials and any related information on secure servers, located either on its own systems or in externally hosted facilities, always in compliance with the University's data protection obligations.