

Standard Terms and Conditions

Essex Sport provides facilities for students and staff of the University of Essex (UoE) to exercise and train in a safe and friendly environment through its membership scheme. Memberships are also available for former University of Essex students, immediate family of University staff and students and the general public.

Please ensure that you read and fully understand these terms and conditions.

1.0 Membership

- 1.1 STUDENT membership is available to any current University of Essex student and Colchester Institute student studying validated University of Essex degrees on presentation of a valid student registration card.
- 1.2 STAFF membership is available to current University staff, retired members of staff, Emeritus Professors, ex-members of staff who have given 25 years' service, other members of staff working on the campus and permanent Colchester Institute sports studies staff.
- 1.3 CONCESSION membership is available to all Essex graduates¹, partners of current staff and students, temporary staff, disabled users², current full time students of other universities and colleges, registered unemployed and senior citizens³.
- 1.4 JUNIOR memberships are available to children and young people between the ages of 8 years and 18 years on production of proof of age. Entry to fitness classes and adult courses is not permitted for any member under the age of 16 years. Supervised entry to the gym is available between ages 12 and 15 years. Unsupervised entry to the gym is only available for those over the age of 16 years. On the date a junior member turns 18 years, junior memberships will automatically upgrade to a full public membership (this will result in an automatic price increase).
- 1.5 PUBLIC membership is available to anyone not qualifying for the above categories.
- 1.6 You will be subject to all rights and obligations according to the type of membership for which your application has been accepted.

2.0 Membership options

- 2.1 Your membership type is set out by the membership categories as defined in 1.0 above
- 2.2 A range of membership options is available. Details regarding the entitlement relevant to your chosen membership option is available at: www.essex.ac.uk/sport/membership

- 2.3 Peak and off-peak times apply to use of the Gym and Fitness Classes, and are defined as:

	Monday - Friday	Weekends
Off Peak	6.30am - 2.59pm	8.00am - 10.00pm
Peak	3.00pm - 11.00pm	N/A

- 2.4 Other facilities and activities are not restricted, therefore are available to book during the facility opening hours on a first come first serve basis.

	Monday - Sunday
Other facilities	8.00am - 10.00am

3.0 Fees and charges

- 3.1 Membership fees become payable immediately in accordance with the amounts and payment methods set out in the online application process, or as discussed with Essex Sport staff.
- 3.2 Members may upgrade their membership on payment of the appropriate upgrade charge applicable to the relevant membership category.
- 3.3 UoE reserves the right to reject any application for membership or renewal of membership.
- 3.4 Student members must notify the UoE Registry of any changes in their contact details.

4.0 Membership Term

- 4.1 Student annual memberships and student Direct Debit memberships run for the duration of the academic year (ending 30 September). Student Direct Debit memberships have an initial term contract for the academic year and can only be cancelled after the initial term.
- 4.2 Direct Debit memberships will only terminate after the initial term if you make a request to cancel. Otherwise, monthly payments will resume after the initial period has come to an end, on 1 October.
- 4.3 UoE will only freeze memberships in the case of University placements, intermission, pregnancy, medical reasons; UoE shall request reasonable evidence of your placements, intermission, medical condition or injury. UoE will accept written confirmation from a course tutor in the case of placements and a medical certificate in the case of illness or injury. The minimum freeze period is one month to twelve months maximum. In all cases, access to UoE facilities will be suspended and your minimum membership period will be extended by the number of months you have requested to freeze.

¹ Upon production of Alumni card

² Upon production of documented proof of disability

³ Over 60 years old

Termination by you

- 4.4 If you have purchased a membership online, and you are dissatisfied with the services offered by UoE for any reason within the first 14 days, you are entitled to terminate your membership and you will receive a refund of any membership fees which you have paid.
- 4.5 All payments made in person at Essex Sport are final and not eligible for a refund. However during your annual membership you may cancel your membership on 2 months' notice in writing if:
- 4.5.A We significantly reduce the facilities or opening hours.
- 4.5.B We close the Sports Centre (SC) for refurbishment for a period of more than 4 weeks at a time.
- 4.5.C UoE fails to use reasonable endeavours to give you at least 14 days' notice of changes affecting its hours or availability of facilities set out in Sections 4.5.A and 4.5.B above.
- 4.5.D If you are a student member and you withdraw from your University course before graduation, proof must be provided from the University. Any refund would be on a pro-rata basis and an administration fee will be applied.
- 4.6 After the initial term, Direct Debit memberships may be cancelled on one full calendar months' notice in writing (email to scadmin@essex.ac.uk) before the due date of a Direct Debit payment. Direct Debit payments are due on the 1st of each month. This means notice must be given before the 1st of the previous month. i.e. if intending to cancel for 1 October, notice would be required before 1 September.

Termination by us

- 4.7 We may terminate your membership without refund in the following circumstances:
- 4.7.1 If you commit a serious or repeated breach of these terms and conditions and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice; or
- 4.7.2 If you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership.
- 4.7.3 If you have an accommodation related membership (inclusive or purchased) and you subsequently leave student accommodation

5.0 Refunds policy

- 5.1 Memberships purchased at reception are non refundable. For purchases made online, a cooling off period of 14 days applies entitling you to a full refund should you change your mind. Monies will be refunded directly to the card used to make payment.
- 5.2 Should you wish to cancel a booking you have paid for, we must receive a minimum cancellation notice of 7 days prior to the booking date, in order to be entitled to a refund. For courses, the booking date refers to the start/first date of the course, Short notice cancellations (less than 7 days prior to booking) are not entitled to a refund. Event bookings will follow the cancellation policy outlined in the event bookings terms and conditions.

- 5.3 Refunds cannot be processed through our reception team. Refund requests need to be submitted in person by completing a refund form at reception. Should you be entitled to a refund, we will aim to refund within 2 weeks of the refund form submission.

6.0 Booking Conditions

- 6.1 Gold membership holders may make an advance booking of up to 14 days for any bookable facilities or classes. Silver membership holders may make bookings up to 10 days in advance and Bronze membership holders up to 7 days in advance. Non-members can book facilities and classes up to 3 days in advance.
- 6.2 A member may only make a booking for a single session. Members may not make simultaneous or consecutive bookings for a court or more than one court. Any consecutive or simultaneous activities that are booked will be cancelled with no prior notice being given. Members that continue to make consecutive or simultaneous bookings after they have been asked not to do so will have their access to make bookings restricted.
- 6.3 Non-members attending member bookings for facilities included within the membership offer must pay a guest fee to participate.
- 6.4 Group bookings or bookings by non-members which require payment of a facility hire fee, require no additional payment from other non-members attending.
- 6.5 Members who fail to turn up for a booking they have made will receive warnings for the first 2 occasions, followed by subsequent fines and/or booking restrictions.
- 6.6 We reserve the right to refuse acceptance for applicants on any course or session.
- 6.7 It may be necessary, for reasons beyond our control, to change the content, timing and delivery of our activities. When possible, advanced notice will be given through e-mail and an alternative, credit or voucher may be offered.

7.0 Student Club Block Bookings

- 7.1 Student Clubs have access to block bookings throughout the academic year, space and time permitting. Whilst adhering to current space allocation policy.
- 7.2 The club space allocation process is carried out in conjunction with SU staff and is reviewed on an annual basis.
- 7.3 To attend student club training sessions, students must first join the relevant club through the Student Union. This information will then be passed onto Essex Sport on a weekly basis in order to activate your account to be able to book and attend training sessions.
- 7.4 If you are attending a student club session, you must book your space onto the activity prior to arrival in order to gain entry through the turnstiles. Spaces are limited and entry will not be granted once a session has reached full capacity.

- 7.5 If you are unable to use your booking, please notify Essex Sport as soon as possible to enable others to use the facility.
- 7.6 If your session is unattended or not cancelled:
Once – The club will be charged for the booking at student activity rate
Twice – The club will be charged for the booking at student activity rate and future booking/s withdrawn for the rest of the term
- 7.7 If your club uses the outdoor facilities and the playability of the facility due to weather conditions is in doubt, please contact the Essex Sport Reception for guidance. A member of staff will inspect the facilities and make a decision on their suitability. If they are satisfied that safe play can take place, you will be expected to honour your booking if you do not make a cancellation. If it is deemed that play would be dangerous, they will cancel all bookings made on the facility in question and will contact you to inform you of this.
- 7.8 Clubs are responsible for checking bookings on a weekly basis as there may be occasions where sessions are lost due to major events, competitions or maintenance work. Weekend bookings are not guaranteed; therefore it is essential you check these on a weekly basis.
- 7.9 Match bookings will be arranged in accordance with the space allocation agreement with SU sports staff.
- 8.0 Booking Cancellations**
- 8.1 Non attendance for bookings has a big impact on other members not being able to use the facilities so we kindly request that should you not be able to attend a session, you cancel your booking to free up the space for others.
- 8.2 Details of the regulations, penalties and procedures regarding the cancellation of bookings are dependent on the type of booking.
- 8.3 Bookings must be cancelled **no later than one hour before** the start time of the booking. If cancellation is not received in time, this will be marked as non attendance and will be subject to our non attendance policy (see section 6.5).
- 8.4 Cancellations for facility hire (not included in membership) should be made with a minimum of 7 days notice, before the booking is due to take place. Should you wish to book a different date, we will be happy to move your original booking to a new date. Short notice cancellations (within 7 days) will not be entitled to a refund.
- 8.5 We reserve the right to cancel a course or session at any time, due to a lack of numbers making the session non-viable.
- 9.0 Facilities/Services**
- 9.1 Members must produce the appropriate membership ID card to gain access to the SC or upon request by a member of Essex Sport staff. If a member forgets their card, they must report to reception to enable their membership status to be checked before access can be given to the relevant facility.
- 9.2 Membership cards are non-transferable and may only be used by the cardholder. Any misuse of the card will be deemed the responsibility of the cardholder and may result in a fine, immediate suspension of membership for a period of 10 weeks or, where appropriate, permanent termination in accordance with 4.7 above.
- 9.3 Essex Sport reserves the right to refuse entry to sports facilities.
- 9.4 In the case of lost student or staff cards, replacement UoE ID cards should be organised through the relevant UoE office. If a membership card issued by the Essex Sport is lost it should be reported to Essex Sport reception. Please note there is a charge for replacement cards.
- 9.5 No food or drink is permitted within the activity studios, climbing wall, gym, sports halls or squash courts, except screw top plastic bottled drinks.
- 9.6 Customers must be appropriately dressed for the activity in which they are participating and be wearing clean, non marking, footwear. Jeans and outdoor footwear are not permitted for indoor activities.
- 9.7 Customers must first report to Essex Sport reception to confirm and pay for any booked activity as necessary.
- 9.8 The Supervisor on duty may refuse the admission or request leaving the SC anyone who, in the opinion of the Supervisor on duty, is causing a nuisance, damage, disturbance, annoyance, inconvenience or interference to others. Any user suspected to be under the influence of alcohol or drugs will be refused entry.
- 9.9 We expect our staff to be able to carry out their duties without being subjected to threatening, abusive or violent behaviour. In any of these circumstances Essex Sport staff have the right to refuse service or entry to sports facilities. Essex Sport reserves the right to refuse membership or bookings at its discretion.
- 9.10 Users are expected to treat the facilities and other users with respect. Please report any faults to a member of staff. Mistreatment of equipment, other users or staff may result in a ban or termination of membership as set out in Section 4.7.
- 9.11 Photography is not permitted without the prior agreement of Essex Sport and/or individual/s concerned.
- 9.12 Any materials placed within the SC (e.g. on notice boards/walls/windows) of an unofficial nature or without prior notice will be removed and disposed of.
- 9.13 Privately arranged coaching sessions are NOT permitted within Essex Sport facilities. If you are a qualified coach wishing to offer your services, or a member seeking coaching, contact the Sports Development Office in the first instance.
- 9.14 We reserve the right to close areas within our facilities from time to time at our discretion e.g. for repairs and maintenance, refurbishment, deep cleaning, public holidays and events.

- 9.15 Opening hours are displayed on our website and at reception and may be subject to change upon provision of one month's notice where reasonably possible.
- 9.16 Users must abide by UoE parking regulations as set out at www.essex.ac.uk/about/colchester/travel.aspx

10.0 General Safety

- 10.1 All equipment in the gym is to be used as explained during initial induction. Misuse of any equipment could lead to termination of membership as stated in Section 4.7.
- 10.2 Should the fire alarms sound, do not panic. Leave the building quickly and quietly by the nearest fire exit. Move away from any doors and remain a safe distance away from the building. Please follow any instructions given by Essex Sport or Security staff and do not re-enter the building until you have been told it is safe to do so.
- 10.3 In the event that an ambulance is required, contact 01206 872222 if on the grass, synthetic pitches, or tennis courts or go to Essex Sport reception and provide as much information as possible. A member of staff will then contact the emergency services on your behalf. The University has agreed mobilising arrangements with the emergency services and a call made directly could delay their attendance.

11.0 Liability

- 11.1 Essex Sports liability to compensate you (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 damage was due to negligent act or omission by Essex Sport. Any member who suffers an accident using Essex Sports facilities must report the accident, without delay, to the senior staff member on duty.
- 11.2 Wilful abuse of, or negligent damage to the facilities or equipment will result in appropriate charges being raised to the individual concerned.
- 11.3 You shall behave appropriately at all times and in such manner so as not to cause nuisance or annoyance or to cause risk or harm to other users of Essex Sport or Essex Sports staff.
- 11.4 Essex Sport does not accept liability for loss or damage to personal possessions placed or left in Essex Sport.
- 11.5 Any items of value that are handed into Essex Sport reception will be treated as lost property. When possible, efforts will be made to contact the owner, otherwise items will be taken to the Information Centre on Square 3. Items such as towels and drinks bottles will be disposed of.

12.0 Data Protection

- 12.1 University Of Essex Campus Services Limited, Wivenhoe Park, Colchester, Essex, CO4 3SQ is the data controller for the purpose of the Data Protection Act 2018.

- 12.2 Essex Sport collects personal information from you as part of its membership application process and provision of other services. As part of our service provision we will share your personal data with our leisure management partners (Gladstone and Technogym) in order to enhance our products and your experience with us.
- 12.3 Essex Sport will use this information for billing, statistical or membership demographic analysis and to send you marketing information via post, email and other electronic means providing you have given consent for us to do so as set out in Section 12.4 below. We may share your information with, and obtain information about you from credit reference agencies or fraud prevention agencies. Essex Sport may disclose your personal information to the UoE for billing purposes and with the University of Essex Students Union in relation to Sports club membership. We may also disclose your personal information to third parties to help prevent fraud or if required to do so by law. To request access to information or for more information, explaining how Essex Sport uses your personal information, please contact Essex Sport.
- 12.4 Essex Sport would like to send you information relating to its facilities or other promotional activities by post, email and other electronic means. Please let us know whether or not you consent to Essex Sport contacting you for these purposes by ticking the appropriate boxes on the application form.

13.0 Severance

- 13.1 If any court or competent authority finds that any provision of these terms and conditions of membership (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions shall not be affected.
- 13.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.0 Governing Law

- 14.1 These terms and conditions and any dispute or claim arising out of or in connection with them or the subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 14.2 The parties agree the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of, or in connection with these terms and conditions or its subject matter or formation (including non-contractual disputes or claims).