

## **USER TERMS & CONDITIONS (the “Conditions”)**

Applicable to all Users

### **1. Definitions:**

- 1.1. Block Booking: a booking for a series of uses of Facilities at different times
- 1.2. Booking: either a Single Booking or a Block Booking
- 1.3. The Centre: Active Lifestyle & Sports Activity operating from the Centre’s locations on College premises being the Fitness Suite, Sports, Nobles Field, East Fields, Founders Tennis courts, Therapy Rooms, Kingswood Squash/Tennis courts.
- 1.4. Centre Manager: The Sports Operations Managers of the Centre or their nominee
- 1.5. Duty Manager: the College manager on duty at the relevant location
- 1.6. Facilities: the premises, equipment and other facilities of the Centre
- 1.7. Group: where Users are to use the Centre’s Facilities under a shared activity
- 1.8. Group Leader: where a Group is to use the Centre’s Facilities the person making the Booking
- 1.9. Member: a User who has membership of the Centre by currently paying an annual or monthly fee for use of some or all of the Facilities
- 1.10. Single Booking: a Booking for use of Facilities at one time only
- 1.11. Special Users: children, vulnerable adults or Users with disabilities (see section 7)
- 1.12. College: Royal Holloway, University of London (of which the Centre is a part)
- 1.13. User: any person or organisation using the Facilities of the Centre (including spectators, supporters and visitors)
- 1.14. Website: [www.rhul.ac.uk/sports](http://www.rhul.ac.uk/sports)
- 1.15. The Centre’s email address: [sportcentre@rhul.ac.uk](mailto:sportcentre@rhul.ac.uk)

### **2. Acceptance and Responsibility**

- 2.1. All Bookings are made on these Conditions. Conditions may only be varied where done so in writing by the Centre Manager.
- 2.2. All Users use the Centre subject to these Conditions. Non-compliance with any part of these Conditions may lead to immediate suspension or termination of membership/right to use the Facilities.
- 2.3. Users in a Group shall have joint and several liability. This means that any one User in the Group can be held liable for the total liability of the Group (even where the User may not themselves have been at fault).
- 2.4. Where required to give personal contact details, Users must ensure that any changes

are immediately made known to the Centre’s staff.

### **3. Permitted Users and Membership**

- 3.1. Use of the Centre’s Facilities is available to Members, individuals, and other organisations/people agreed by the Centre’s staff.
- 3.2. Members shall be bound by the additional membership conditions (including any variations to those conditions) detailed on the website.
- 3.3. Students or staff may be required to provide proof of status.
- 3.4. Members must use and carry about them at all times their membership card. Entry and use of the Facilities as a Member may be denied where a Member cannot produce their membership card. Centre staff may at their absolute discretion allow entry and use of the Facilities where alternative ID can be produced.
- 3.5. Membership cards are individual to the member concerned and must not be given or lent to any third parties.
- 3.6. Users are responsible for the safe keeping of their membership card. Pending any investigation regarding the suspected wrongful use of a card membership, the right to use the Facilities may be temporarily suspended with immediate effect.
- 3.7. Any found, lost or stolen membership cards must be immediately reported using the Centre’s email address: [sportcentre@rhul.ac.uk](mailto:sportcentre@rhul.ac.uk)

### **4. Exclusion of Liability**

- 4.1. The College does not accept responsibility for the security of, damage to or loss of the property of any User. The College does not accept liability for incidents leading to personal injury or death unless caused by the negligence of the College.

### **5. Cancellation**

- 5.1. Cancellation of Bookings may only be sought by the User who made the initial agreement unless agreed to the contrary by the Centre Manager.
- 5.2. Cancellations will not be accepted unless agreed by a member of Centre’s staff.
- 5.3. Generally a Block Booking will not be considered for cancellation unless at least one week’s notice has been given before the date of use.

- 5.4. Generally a Single Booking will not be considered for cancellation unless at least 24 hours' notice has been given before the date of use.
- 5.5. The Centre reserves the right to cancel any Booking in the event of inclement weather (outdoor facilities only), circumstances beyond the reasonable control of the Centre which make the Booking no longer feasible, or the facility is deemed unsafe for the kind of Booking proposed. Under these circumstances the Centre endeavours to give as much notice of cancellation as possible. Notice will be given by telephone or email. Notice can only be given if contact details have been provided.
- 5.6. The Centre may immediately cancel any Booking where a User covered by that Booking has breached any of these Conditions.
- 5.7. Failure to turn up for three Bookings in the period of a Block Booking may, without notice, result in the cancellation of the Booking, regardless of whether the User has notified the Centre in advance of the anticipated non-attendance.

## **6. Standards of Behaviour**

- 6.1. The College reserves the right to require any User to leave the Centre and any other part of its premises, to refuse access, impose further conditions on access, and suspend or terminate membership of the Centre if the User behaves in an aggressive, harassing or otherwise unacceptable manner towards the staff or other users of the Centre. Examples of unacceptable behaviour include failing to attend classes on which the User has booked a place.
- 6.2. Users will refrain from any conduct which is offensive, unseemly or unsporting, or which might cause annoyance or danger to others.
- 6.3. Users will comply with all instructions and requests made by the Duty Manager or other Centre staff.
- 6.4. Users will treat equipment/keys loaned or hired with respect.
- 6.5. Users will not use or possess alcoholic drinks or illegal drugs whilst on Centre premises.

## **7. Children, Vulnerable Adults and Users with Disabilities**

- 7.1. Children are those under the age of 18. Vulnerable Adults are those as defined under section 59 of the Safeguarding Vulnerable Group Act 2006. A disabled person is someone with a disability as defined under relevant disability laws. If any Booking is to involve a Special User, notice should be given to the Centre Manager at the time of booking to ensure proper arrangements exist or appropriate arrangements can be made.
- 7.2. The College is a committed equal opportunities organisation. It will not unlawfully discriminate

against Special Users. It will look to accommodate the needs of Special Users. However the College reserves the right to cancel a Booking where to do so would be lawful and the College feels it cannot reasonably accommodate all the identified needs of the Special User.

## **8. Pets and Animals**

- 8.1. Pets and other animals are not permitted on the Centre premises. The only exceptions to this are guide dogs for the blind, hearing dogs for the deaf and other working dogs that assist people with disabilities.

## **9. Payment and Deposits**

- 9.1. Lists of applicable charges and terms of payment are available at all receptions and on the Website.
- 9.2. Details of applicable deposits are described on the Website. The Centre reserves the right to retain any monies (or other cards/valuables) deposited for hire of equipment/keys if equipment/keys are not returned or if returned in an unsatisfactory condition.
- 9.3. In all cases, should the User default on payment for a Booking, the Centre reserves the right to cancel the Booking and retain any deposit or part payment received.
- 9.4. The College may automatically increase prices by up to 5% and introduce charges where none previously existed.

## **10. Health and Safety**

- 10.1. Users will at all times use the Facilities in a responsible manner and do so at their own risk. Users must check Facilities before use and report any concerns immediately to Centre staff.
- 10.2. Bookings will be subject to completion of satisfactory risk assessments where required by the law or otherwise indicated by Centre staff. Users must always complete a satisfactory risk assessment and provide a copy of that assessment to the Duty Manager before commencement of the activity where the following equipment is to be used:
  - inflatable equipment (such as bouncy castles)
  - gas bottles
  - heavy equipment
- 10.3. All injuries/accidents must be reported immediately to the Duty Manager (if necessary through any Centre staff on duty). Duty Managers are qualified first aiders.
- 10.4. Users will provide supporting information on health and safety issues where required.
- 10.5. Users should not hesitate to call emergency services where needed but must then inform the Centre staff.

10.6. The Centre reserves the right to refuse access to any Facility if it is deemed to be unsafe. This includes where the recommended maximum number of Users for a Facility has been reached.

## **11. Evacuation**

11.1. In the event of a fire or emergency of any kind resulting in the need to evacuate the building, an alarm will sound and users are required to leave the premises at the nearest signed exit, and to follow instructions of the Duty Managers/Fire Wardens. Please familiarise yourself with the location of exit signs.

## **12. Damage/Defects**

12.1. Users must stop using and immediately report to the Duty Manager any damaged or defective Facilities that might pose a danger.

12.2. Users must not abuse the property of the College. Fair wear and tear is accepted but Users must not damage Facilities. Users will be responsible for the cost of replacing or repairing damaged Facilities. Replacement or repair will be at the College's discretion. Users may not be allowed to use Facilities again until any such charges have been paid.

## **13. Clothing and Footwear**

13.1. For use of the Facilities, appropriate dress (including upper torso clothing) and footwear must be worn at all times. Users must check the footwear and clothing requirements for the location in which they are playing and ensure that they comply with the requirements.

## **14. Equipment**

14.1. No electrical equipment may be brought into the Centre locations without prior approval of the Centre Manager.

14.2. All electrical equipment must conform to relevant legal standards and may only be used after confirmation of acceptability by the Centre Manager.

14.3. Users are not permitted to move any large equipment (e.g. goals, nets and posts) around or off the area booked unless properly trained to do so.

14.4. Users are entirely responsible for the operation and safety of their own and other equipment not belonging to the Centre.

## **15. Changing Facilities & Locker Use Policy**

15.1. Arrangements for changing Facilities vary across the Centre. It is the responsibility of Users to enquire and check that their needs can be satisfied.

15.2. Where dressing rooms are allocated, a key to the allocated dressing room will be issued to a representative of the Group in exchange for a deposit (normally ID). The representative is then responsible for the locking of the dressing room and for the return of the key. Access to the dressing room will normally be granted 20 minutes prior to the agreed time for use and 30 minutes following the agreed time for completion of use of the main sporting facility.

15.3. Lockers are provided for the convenience of all Users. When a User has ended their visit, they must ensure the key is returned to the correct lock or their padlock is removed. The lockers are regularly checked after closing hours; any belongings found after hours will be removed and a minimum £10 charge will be imposed on the User. Any belongings removed from lockers will be disposed of 1 month after collection. Repeated abuse of lockers may lead to immediate suspension of membership/ability to use the Facilities.

15.4. All bags and outdoor clothing should be secured in the lockers provided.

## **16. Food and Drink**

16.1. The only food or drink which may be brought into the Centre must be contained and must be for personal use only.

16.2. Where permission for the use of outside caterers or the provision of own food is granted, the detailed requirements of the Centre Manager must be followed. In particular the Facilities must be left in a clean, tidy, hygienic state with all waste food and materials being removed by the Users. The cost of any additional cleaning which is necessary will be recharged to the Users in full. Any external catering company must provide sufficient public liability insurance cover.

## **17. Car Parking**

17.1. Parking at the College Sports Centre is free, but capacity is limited. All parking Facilities are offered on a first come basis. Parking cannot be guaranteed. Users are advised to check with the Centre Manager when enquiring about hosting an event.

## **18. Opening/Closing and Description of Facilities**

18.1. The opening and closing times of Facilities are detailed on the Website.

18.2. A User will be required to use the Facilities within certain time periods. As a minimum a User must usually cease use of the Facilities 15 minutes before closing time. Where further restrictions on times of usage apply (e.g. for Silver and Bronze members), usage of the Facilities must not start later than 15 minutes before the end of the permitted use time. Members may not be present in the

sports/exercise areas outside of their permitted use times.

- 18.3. The College may vary any services delivered to a User. Opening and closing times, Facilities and activities are subject to change. The provision of certain Facilities and activities may be withdrawn or re-timetabled without notice.
- 18.4. The College will not be held liable where its services cannot be delivered through circumstances beyond its reasonable control e.g. through staff absence or severe weather conditions.

## **19. Fitness Facilities & Exercise Classes**

- 19.1. All Members of the fitness Facilities must watch the gym induction video and agree to the Health Commitment Statement before using the fitness Facilities.
- 19.2. If a User's circumstances change at any time the User must consult a member of staff immediately and, if required, be prepared to seek medical advice.
- 19.3. Users must seek advice from the Centre's staff before using equipment that was not covered in their induction.
- 19.4. In the interest of hygiene it is recommended that users bring a small towel when training.
- 19.5. Users are required to replace weights, dumbbells and lifting accessories and to wipe down the equipment after use.
- 19.6. No phone calls are to be made or taken in the fitness suite.
- 19.7. It is not permitted to bring any size of bag (or other items not directly required in connection with the use of the equipment within the Facilities) into the fitness suite. Please use lockers provided.

## **20. Block Bookings by SURHUL Clubs & General Bookings**

- 20.1. If the club fails to attend a session, the Centre will contact the Group Leader to ask for an explanation, and the club will be invoiced for the full cost of the session. If a club fails to attend on more than two occasions without an explanation deemed satisfactory by the Centre Manager, all remaining dates for the Booking will be cancelled

for the remainder of that season and a charge made for all missed Bookings.

- 20.2. All Block Bookings for SURHUL clubs are agreed on an annual basis by the Centre Manager and the Student Activities Manager.
- 20.3. Any additional bookings required by a SURHUL Club must be made in writing to the Centre Duty Manager via the Student Activities Manager. Additional bookings will be charged at the student rate.
- 20.4. Where possible, sports facilities will be prioritised for BUCS and LUSL fixtures. These will be booked on a weekly basis via the Student Activities Manager.
- 20.5. All Users in a club must be either a current College student or a member of College staff, other than where the club constitution allows for Associate members.
- 20.6. The Group Leader must report to reception on arrival for the activity.
- 20.7. In the interest of fair access to Facilities, only one different activity booking (such as squash, badminton etc.) can be made under one membership name per day.

## **21. Comments and complaints**

- 21.1. If Users wish to make a complaint, raise a concern, or pass on a compliment, customer comments forms are available at all Facilities. The Reception will be able to show Users where this is. Alternatively, email the Centre's email address.

## **22. General**

- 22.1. These are the entire terms and conditions that relate to Users' use of the Centre.
- 22.2. A waiver of any of these Conditions allowed by the Centre Manager regarding an individual User or instance shall not be valid beyond the duration of the visit for which the waiver was granted.
- 22.3. These Conditions shall give no contractual rights to any third parties.
- 22.4. These Conditions remain subject to English law and the non-exclusive jurisdiction of the English court.