

Sport Aston Terms and Conditions

1. Background

Sports Aston is not a separate legal entity, it forms part of Aston University.

2. Definitions

2.1 In this document the following expressions will have the following meanings unless the context otherwise requires:

“Centre”	means Sir Doug Ellis Woodcock Sports Centre on Woodcock Street, Birmingham B4 7ET;
“Code of Conduct”	means the code of conduct for centre users which can be found displayed at the Centre;
“Customer”	means a Member, or, any person who enters the Centre on a “pay as you go” basis, to use the Facilities;
“Equipment”	means the machines, weights and any other equipment in the Facilities;
“Facilities”	means the Equipment, Gym, Swimming Pool, and other facilities of the Centre, and, ‘Facility’ will be construed accordingly;
“Force Majeure”	means any circumstances beyond the reasonable control of a party including fire, flood, storm or Act of God;
“Gym”	means the gym at the Centre;
“Management”	means management of the Centre;
“Member”	mean any person who holds a Membership at the Centre;
“Membership”	means any of the following memberships which the Centre offers: <ul style="list-style-type: none"> • Gym and classes; • Swim, Sauna and Steam; or • All inclusive (Gym, classes, swim, Sauna and Steam).
“Minimum Membership Term”	means the minimum membership term to which Members have agreed;
“Sauna and Steam”	means the sauna and steam facilities at the Centre;

- “Swimming Pool” means the pool at the Centre; and
- “University” means Aston University (of which the Centre is a part).

3. Terms and Conditions

3.1 The following terms and conditions will apply to all Customers:

- 3.1.1 Customers must be 11 years and over to use the Facilities except for access to the Gym or classes where Customers must be at least 16 years old. Any person under the age of 11 years must be accompanied by an adult;
- 3.1.2 Customers are asked to bring a towel to sit / lie on when using the Gym. In the interests of hygiene, all Equipment in the Gym must be wiped down after use;
- 3.1.3 usage of Equipment in the Gym is subject to time restrictions. During busy periods Customers are asked to spend no more than 20 minutes on any one piece of Equipment;
- 3.1.4 Customers are required to wear appropriate footwear and clothing at all times when accessing the Facilities;
- 3.1.5 no glass bottles, tin cans or food may be brought into the Centre. Customers should use plastic water bottles or containers only;
- 3.1.6 all moveable Equipment such as free weights, plates or dumbbells, must be returned to the correct storage location or rack after use;
- 3.1.7 Customers must comply with the Code of Conduct for Centre Users;
- 3.1.8 Customers must be courteous towards staff and other Customers of the Centre at all times. Failure to do so may result in you being asked to leave the premises;
- 3.1.9 Customers are prohibited from taking photographs or videos without the prior approval of the Centre;
- 3.1.10 fitness classes can only be booked on the day of the class;
- 3.1.11 Customers acknowledge that the fitness classes' timetable will change periodically and that the Management reserve the right to cancel any class in the event of low numbers attending or for any other reason. In such circumstances as much notice will be given as possible;
- 3.1.12 no collection, games of chance, sweepstake or lotteries, nor any betting of any kind will be conducted at the Centre;
- 3.1.13 chalk and/or liquid chalk is not allowed to be used in the Facilities;
- 3.1.14 consumption of alcohol is prohibited in the Facilities. Any Customer found to be under the influence of alcohol will be asked to leave the Centre immediately;

3.1.15 Customers accompanied with children must adhere to the Centre's policy for the number of children to adult ratio which is 1:1 for children under 5 and 2:1 for children between 5 and 11; and

3.1.16 smoking at the Centre is prohibited.

4. Changing facilities and lockers

4.1 Lockers are available to use at the Centre. Customers are encouraged to use the lockers to store bags and other personal items.

4.2 No bags or other equipment should be brought into the Gym without prior consent of the Centre.

4.3 Lockers operate on a coin return basis. Any locker that is not emptied at the end of the day will be done so by the University with any personal belongings being taken to the Centre's reception for safekeeping for a period of 1 month, except that, underwear or soiled items will be destroyed immediately.

4.4 Belongings may be retrieved on the production of appropriate evidence that the items are yours. Those items not collected within 1 month will be destroyed or given to charity.

4.5 Use of any locker(s) will be at the Customers own risk.

5. Single, block or special bookings

5.1 In the event a Customer wishes to hire the Facilities for a block or special event booking, they should liaise with the Management accordingly.

5.2 In the event a Customer wishes to hire the Facilities for a single booking, they should liaise with the Centre's reception team accordingly.

5.3 Customers will be required to comply with the Conditions of Hire in the event a single, block or special booking is made.

6. Members

6.1 The following terms and conditions apply to Members only:

6.1.1 Members must be 16 years and over;

6.1.2 Members will be provided with a membership card except that, for University staff and students, the membership card will be their University ID card;

6.1.3 Members are required to ensure they have their membership/ID card on their person at all times. Members will not be granted access to the Facilities without their membership/ID card. In such circumstances, Members are asked to report to the Centre reception for an identity check before access will be granted. If Members forget their membership card on more than three occasions, Members will be required to purchase a new membership card;

- 6.1.4 in the event a Members membership card is lost, replacement cards will incur a fee of £2.00;
- 6.1.5 if Member, who is a staff member or student, is found to have passed their ID card on to a non-member they may be subject to the University's disciplinary procedures;
- 6.1.6 Memberships are subject to Members agreeing a Health Commitment Statement prior to the commencement of the Membership;
- 6.1.7 Members are required to complete an induction either in person or online;
- 6.1.8 failure to attend a fitness class 3 times in a row will result in a Members ability to book classes being withdrawn; and
- 6.1.9 the Membership is not transferable.

7. Cancellation of Memberships

- 7.1 Members are entitled to a 14 day cooling off period within which to cancel their Membership. In the event that the Membership is cancelled within this period the Member will receive a full refund in accordance with the Centre's Refund Policy. In the event Members have used their Membership during this period, Members will be charged on a pro-rata basis.
- 7.2 After the 14 day cancellation period, unless your Membership is subject to a Minimum Membership Term, you may cancel your Membership by giving not less than 1 months' written notice to the University. To cancel your Membership, please send your written notice to Membership Admin, The Sir Doug Ellis Woodcock Sports Centre, Aston University Aston Triangle, Birmingham, B4 7ET. Alternatively, please contact sportsenquiries@aston.ac.uk and notify them of your request to cancel your Membership. Refunds will be subject to the Centre's Refund Policy.
- 7.3 Members subject to a Minimum Membership Term may cancel their Membership before the expiry of the Minimum Membership Term in the following circumstances:
 - 7.3.1 medical conditions supported by a doctor's note/letter; or
 - 7.3.2 leave of absence from the University or termination of employment if the Member is a member of staff.

8. Termination by the Centre

- 8.1 The University reserves the right to terminate a Membership at any time in the event a Member fails to comply with the Code of Conduct for Centre Users.
- 8.2 Members paying by direct debit will be subject to terms and conditions of a third party. If a Members direct debit payments are stopped or suspended for any reason, without agreement, or without providing Sport Aston with 1 month's prior written notice following the minimum membership term, the Membership will be terminated.

9. Health and Safety

- 9.1 Customers must comply with the University's policy and procedures in respect of health and safety.
- 9.2 Any faults within the Facilities must be reported immediately to the Centre's reception team.
- 9.3 All injuries/accidents must be reported immediately to the Centres reception team.

10. Liability

- 10.1 The University accepts no responsibility and expressly excludes liability for loss, damage or theft of personal property unless caused by the negligence of the University or its employees.
- 10.2 The University accepts no responsibility and expressly excludes liability for death or any personal injury suffered by you unless caused by the negligence of the University or its employees.

11. Complaints

Any complaint by a Customer must be made in writing to the Centre.

12. Data Protection

The University takes its obligations under data and privacy law seriously and will only process personal data in accordance with the General Data Protection Regulation. Please refer to <https://www2.aston.ac.uk/data-protection/privacy-notice> for more information.

13. Law and jurisdiction

These terms and conditions are governed by English Law and the parties submit to the exclusive jurisdiction of the English courts.