



Sport & Physical Activity

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: Sport & Physical Activity operating from the Centre’s locations on University premises being the Edge, Cromer Terrace Fitness Centre, the Gryphon Sports Centre, Sports Park Weetwood, the Outdoor Centres at Selside and Dale Head.
- 1.4. Centre Manager: The Assistant Directors of the Centre or their nominee
- 1.5. Duty Manager: the University 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. University: The University of Leeds (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.leeds.ac.uk/sport
- 1.15. The Centre’s email address: sport@leeds.ac.uk

2. Permitted Users and Membership

- 2.1. Use of the Centre’s Facilities is available to Members, individuals, and other organisations/people agreed by the Centre’s staff.
- 2.2. Members shall be bound by the additional membership conditions (including any variations to those conditions) detailed on the Website.
- 2.3. Students or staff may be required to provide proof of status.
- 2.4. 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. Entry and use of the Facilities as a Member may be denied where a Member cannot produce their membership card.
- 2.5. Membership cards are individual to the member concerned and must not be given or lent to any third parties.
- 2.6. Users are responsible for the safe keeping of their membership card. Pending any investigation regarding the suspected wrongful use of a card membership/rights to use the Facilities may immediately be temporarily suspended.
- 2.7. Any found, lost or stolen membership cards must be immediately reported using the Centre’s email address:

sport@leeds.ac.uk

3. Exclusion of liability

- 3.1. Unless caused by the negligence of the University the University excludes all liability leading to death or personal injury.
- 3.2. The University does not accept responsibility for any damage to or loss of any money, valuables, clothing or property of any kind. All items are left at the User’s risk.

4. Acceptance and Responsibility

- 4.1. All Bookings are made on these Conditions. Conditions may only be varied where done so in writing by the Centre Manager.
- 4.2. All Users use the Centre subject to these Conditions. Non-compliance with any part of these Conditions may generally lead to immediate suspension or termination of membership/right to use the Facilities.
- 4.3. 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).
- 4.4. Where required to give personal contact details Users must ensure that any changes are immediately made known to the Centre’s staff.

5. Cancellation

- 5.1. Unless agreed to the contrary by the Centre Manager only the User who requested a Booking may seek its cancellation.
- 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 48 hours notice has been given before the date of use.
- 5.5. The University 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 University will use its best 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 University 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.

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6. Standards of behaviour

- 6.1. The University 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, if the User behaves in an aggressive or harassing manner towards its staff or other users, or behaves in any other way deemed unacceptable. Examples of unacceptable behaviour include not attending bookings e.g. booking a place for a class and then not attending.
- 6.2. Users will in particular 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 University policies and guidelines. Please see <http://www.campus.leeds.ac.uk/>.
- 6.4. Users will comply with all instructions and requests made by the Duty Manager or other Centre staff.
- 6.5. Users will treat equipment/keys loaned or hired with respect.
- 6.6. Users will not use or possess alcoholic drinks or illegal drugs whilst on University premises. Where the location is an outdoor centre, Users must comply with the Countryside Code and may not camp in the grounds unless written consent has been given by the Centre Manager.
- 6.7. Some parts of the Centre (e.g. the swimming pool) will have additional local rules specifying or prohibiting certain forms of behaviour. Users will comply with these rules, please see website.

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 University 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 University reserves the right to cancel a Booking where to do so would be lawful and the University feels it cannot reasonably accommodate all the identified needs of the Special User.
- 7.3. Access by children will be in accordance with the Sport & Physical Activity Access Policy. Please see the Website

8. Pets and Animals

- 8.1. Pets and other animals are not permitted on any University 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 University 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, the University reserves the right to cancel the Booking and retain any deposit or part payment received.

- 9.4. The University may automatically increase prices by up to 5% and Introduce charges where none previously existed.

10. Health and Safety

- 10.1. Users will comply with the University's Health and Safety Policy at <http://www.campus.leeds.ac.uk/>.
- 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.
- 10.6. Users must check Facilities before use and report any concerns immediately to Centre staff.
- 10.7. 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 University. Fair wear and tear accepted, 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 University's option. Users may not be allowed to use Facilities again until any such charges have been paid.

13. Clothing and Footwear

- 13.1. For participation in sporting and physical activity, 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.
- 13.2. When using the pool area clothing should not offend decency, should ideally be designed for use in a swimming pool and not be everyday clothing worn in the street. It should not be a material that gets heavy when wet and must be hygienic, safe and unlikely to put the user or others at risk.

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

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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 £10). 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. All bags and outdoor clothing should be secured in the lockers provided. No clothing is to be brought to the pool side.

15.4. Lockers are provided for the convenience of all Users. When a User has finished they must ensure the key is returned to the correct lock.

15.5. Lockers may only be used for the limited period of each individual session e.g. each swim or each trip to the fitness suite. The lockers are regularly checked after closing hours, any belongings found after hours will be removed at the Users own risk and a minimum £10 charge will be imposed. Repeated abuse of lockers may in particular lead to immediate suspension of membership/ability to use the Facilities.

15.6. Sport & Physical Activity accept no responsibility for the security of member's belongings. Any belongings collected will be disposed of 1 month after collection.

16. Photography

16.1. The user will comply with the terms of the Centre's [photography policy](#) detailed on the Website.

17. Food and Drink

17.1. With the exception of the Selside and Dale Head Outdoor Centres, no food of any kind may be brought into the Facilities without prior permission from the Centre Manager. Only drink contained within a sealed bottle and for personal rehydration as Users exercise may be brought into the Centre.

17.2. 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.

18. Car Parking

18.1. On campus parking is free weekdays from 4pm and all weekend on production of the appropriate membership card. During the weekdays, access is restricted between 7.45am and 4.45pm, and is from the main entrance on payment of a visitor's fee. Parking costs are not included in the Booking.

18.2. Parking at the Sports Park Weetwood is free, but

capacity is limited. Users are advised to check with the Centre Manager when enquiring about hosting an event. Access to parking by the Sports Park Weetwood Pavilion is available only to disabled users and for delivery and pick up purposes.

18.3. All parking Facilities are offered on a first come basis. Parking cannot be guaranteed.

19. Opening/closing and Description of Facilities

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

19.2. A User will be required to cease using Facilities or not start use of Facilities at times specified. As a minimum a User must usually cease use of the Facilities 30 minutes before closing time. Where further restrictions on times of usage (e.g. Edge Club Extra and Edge Club members), usage must not start later than 30 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.

19.3. Facilities available at each Centre location are generally described on the Website. If Users have any specific or additional requirements for Facilities these must be agreed in writing by the Centre Manager. It is the responsibility of Users to check that the relevant location has the Facilities they need.

19.4. The University may vary any services delivered to a User. In particular closing and opening times remain subject to change. Facilities remain subject to change. Activities e.g. classes organised by the Centre, remain subject to change. Change includes both withdrawal and re-timetabling.

19.5. The University will not be held liable where its services cannot be delivered through circumstances beyond its reasonable control e.g. through staff absence and severe weather conditions.

20. Fitness Facilities

20.1. Entry and Exit to the fitness suite requires a valid student or Edge membership card.

20.2. Entry to the fitness suite is only permitted at the times allowed within your membership category (Please note that the last entry is 30 minutes before the end of your time band).

20.3. Users are not permitted to bring any size of bag (or other items not directly required for your workout) into the fitness suite. Please use lockers provided in the changing rooms.

20.4. Training attire deemed appropriate by the centre's staff must be worn at all times. No jeans are allowed and appropriate upper-torso clothing and footwear must be worn.

20.5. Users are required to replace weights, dumbbells and lifting accessories after use.

20.6. Fitness Instruction and Personal Training may only be conducted by employees of Sport and Physical Activity.

20.7. For health and safety reasons there is a maximum fitness suite capacity. When this capacity is reached the fitness suite will operate on a one-in-one-out policy until usage levels lower.

21. Exercise Classes

21.1. The class timetable is based on the academic calendar and is therefore subject to change throughout the year. Please visit www.leeds.ac.uk/theedge for the current timetable.

21.2. Short notice changes to the class programme will be communicated through the updates page of our website,

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and social media sites. In the event of a class cancellation, we will endeavour to provide alternative services where appropriate.

21.3. Classes can be booked over the phone on 0113 343 5095, [online](#) or in person at main reception, and become available at 6am 2 days in advance.

21.4. If users cannot attend their pre-booked classes they are required to cancel a minimum of two hours before online, at reception, over the phone or by emailing edgereception@leeds.ac.uk

21.5. Prior to entering the class, users must collect their ticket from the kiosk or reception and hand it to the instructor. These tickets will then be used to confirm attendance.

21.6. All users must be on time for their classes – if the warm up is missed or the instructor determines it to be unsafe, then participation will not be allowed.

21.7. Belongings are not allowed in the studios, all users must use the lockers provided throughout the facility.

21.8. Users are required to replace all equipment after use and to ensure that it has been wiped down where appropriate.

21.9. Class attendance is monitored and users who book and fail to turn up on a number of occasions will have their membership suspended by Sport & Physical Activity staff.

22. Block Bookings by LUU Clubs & General Bookings

22.1. 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.

22.2. All Users in a club must be either a present University student or a member of University staff, other than where the club constitution allows for Associate members.

22.3. All Users in a club must be members of the Centre and have their membership cards with them or pay the normal user fee on arrival. Cards will be checked by Sport & Physical Activity staff.

22.4. The Group Leader must report to reception on arrival for the activity.

22.5. 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.

22.6. The public & alumni extra facility fee/non member user fee/full facility charge is for one activity booking time-slot. If the booking slot is allowed to be extended by Sport & Physical Activity Staff then an additional repeat fee for the extra time must be paid.

23. Comments and complaints

23.1. 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 sport@leeds.ac.uk

24. General

24.1. These are the entire terms and conditions that relate to Users use of the Centre.

24.2. No temporary forbearance by the University shall constitute a binding waiver.

24.3. These conditions shall give no contractual rights to any third parties.

24.4. These Conditions remain subject to English law and the non-exclusive jurisdiction of the English court.

25. Health Commitment Statement

25.1. Your health is your responsibility. The management and staff of this organisation are dedicated to helping you take every opportunity to enjoy the facilities which we offer. With this in mind, we have carefully considered what we can reasonably expect of each other.

25.2. Our commitment to you:

25.2.1. We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we will ask you not to exercise beyond what you consider to be your own abilities.

25.2.2. We will make every reasonable effort to make sure that our equipment and facilities are in safe condition for you to use and enjoy.

25.2.3. We will make all reasonable steps to make sure that our staff are qualified to the fitness industry standard as set out by the Register of Exercise Professionals.

25.2.4. If you tell us that you have a disability which puts you at substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

25.3. Your commitment to us:

25.3.1. You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use your equipment and facilities you should get advice from relevant medical professional and follow that advice.

25.3.2. You should make yourself aware of any rules and instructions, including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told you are not suitable for.

25.3.3. You should let us know immediately if you feel ill when using our equipment and facilities. Our staff members are not qualified doctors, but there will be a person available who has had first-aid training.

25.3.4. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

25.4. This statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligation which you or we must meet.

26. Communication

26.1. Communication with Edge members, once joining has been completed, will be via their registered email address. By signing up to an Edge Membership customers consent to the receipt of email notifications from the Sport & Physical Activity Team. Your contact details will not be shared with any third parties and you may unsubscribe at any time by following the relevant link in the email.