

University of Surrey Student Membership Terms & Conditions

1. Introduction and how to join

- 1.1. Surrey Sports Park Limited, Senate House, University of Surrey, Guildford, Surrey, GU2 7XH (Company Registration no 07026293) ("**SSP**", "**we**", "**our**" or "**us**"), acting as agent of the University of Surrey ("**University**"), provides Facilities (defined below) for students and staff of the University to exercise and train in a safe and friendly environment. SSP also accepts membership applications to use the Facilities from University alumni and the general public.
- 1.2. The "**Facilities**" include (depending on the membership type as further detailed at Clause 3): swimming pool; sports hall; squash courts; floodlit tennis courts; climbing wall; changing rooms; and fitness club.
- 1.3. One of our team will go through the terms and conditions (the "**Terms and Conditions**") with you verbally when you join, as well as send you an electronic copy of them. By agreeing to the Terms and Conditions you are entering into a binding membership contract (the "**Contract**") between you and the University. A binding agreement will also have been formed if you have submitted an online application.
- 1.4. For the avoidance of doubt, the Contract includes these Terms and Conditions.
- 1.5. We may update these Terms and Conditions and/or the other documents mentioned in these Terms and Conditions from time to time and will post the current versions on the SSP website <http://www.surreysportspark.co.uk> (the "**Website**"). We will also notify you of material changes to the Terms and Conditions with one month's notice. Such updates will become binding and amend the Contract without the need for you to sign the updated Terms and Conditions. However, if you object to such a change, you may cancel / terminate / end the Contract and your membership in accordance with Clause 9 below.
- 1.6. Application forms for applicants under 18 years of age must be counter-signed by a parent or guardian to be eligible for membership and to form a Contract.

Please ensure that you read and fully understand these Terms and Conditions before you agree to the Terms and Conditions/submit an online application. SSP, acting as agent of the University, reserves the right to reject any application for membership or renewal of memberships.

2. Physical health of a member

- 2.1. When joining SSP as a member, it is your own responsibility to ensure you are capable of doing the exercise within any programme / class you follow or go to.
- 2.2. If you are in doubt, please contact your doctor / seek medical advice before you begin any exercise programme / class.
- 2.3. Before using our gym, you must complete a health declaration and agree to comply with our health and safety rules. You must use all equipment correctly. If you are unsure how to use any piece of equipment, it is your responsibility to ask a member of SSP staff for assistance.
- 2.4. Before using our climbing wall, you must complete an induction for health and safety reasons and agree to abide by the Code of Conduct and Conditions of Use which are available on the Website.
- 2.5. If we reasonably believe your health may be at risk at any time, you may be refused entry to our Facilities in the interests of health and safety.

3. Membership types

- 3.1. When you join as a member, you will be entitled to use the Facilities that are available based on your type of membership. We will provide you with the information about the range of the Facilities available to you, together with when you can make use of them. Certain types of membership have restrictions which are only applicable to that membership type. Any restrictions will be explained to you when you join or change your membership, whichever applies.
- 3.2. If you have a disability and need someone to help you use the Facilities, your assistant can sign in as a guest. No guest fee will be charged; however, your assistant can only use the Facilities to assist you.
- 3.3. SSP reserves the right to change the types of membership offered. In such circumstances SSP will contact members affected and give one month's notice of the changes. If the change is material

and to your detriment, you may cancel / terminate / end the Contract and your membership in accordance with Clause 9 below.

- 3.4.** Your membership type is as selected during your application process. The different membership types are as follows:

3.4.1. Gold;

3.4.2. Silver;

3.4.3. Standard;

3.4.4. Team Surrey Club membership – students are also required to purchase membership to an individual sports club through the University Students' Union website; and

3.4.5. Pay and Play Registration.

Further details regarding each membership option can be found on the Website.

- 3.5.** Gold, Silver and Standard memberships may be purchased on either a fixed-term or Direct Debit basis. Team Surrey Club membership may only be purchased on a fixed term basis for one year and can be renewed annually. Please see Clause 6 for further details.

4. Fees and charges

- 4.1.** Membership fees, including any applicable joining fees, become payable immediately when the Contract comes into effect, in accordance with the amounts and payment methods set out in the application form. All fees and payments are payable to SSP acting as agent of the University.
- 4.2.** If you choose to pay monthly by Direct Debit (rather than pay in full in advance) payments will be taken from your account on the 1st day of each month or the first working day after that date. If any Direct Debit is cancelled / rejected, we will contact you to discuss how this can be rectified.
- 4.3.** To qualify for some of the membership options offered by SSP you may be required to supply evidence of eligibility.
- 4.4.** SSP reserves the right to review prices at any point during the term of membership.
- 4.5.** SSP will provide at least one month's notice of any price change to its members.
- 4.6.** Where any increase in price is made the member is entitled to cancel / terminate / end the remainder of the membership by providing one month's paid notice within 14 days of receiving notification of the change.
- 4.7.** SSP reserves the right to pass on in full any changes in the prevailing rate of Value Added Tax.
- 4.8.** Except as provided in Clause 7, membership fees are non-refundable or transferable.
- 4.9.** Please notify us of any changes to your Direct Debit details by no later than the 16th of the month to ensure the changes take effect on the next payment run. Any changes notified on or after the 17th of the month may only be effective on subsequent runs. Under the BACS rules you may cancel your Direct Debit with your bank yourself up to the day of collection.
- 4.10.** If the Direct Debit details you gave us were wrong or you have cancelled your Direct Debit without giving us notice as set out in Clause 8, we will ask you to make payment via alternative means and to provide us with your correct Direct Debit details.
- 4.11.** If we cannot collect payment and your membership fee remains unpaid 14 days after its due date for payment we may cancel / terminate / end your membership immediately. We have the right at any time to start procedures to collect any outstanding monthly membership payments.
- 4.12.** Memberships can be upgraded at any time, with the additional membership fees being due at the time of your upgrade. Fixed term memberships cannot be downgraded.
- 4.13.** The fixed-term membership fee for the Gold, Silver and Standard membership types will be pro-rated if purchased with less than 11 months' term remaining of the membership term.
- 4.14.** Further details regarding payments for fixed term memberships and memberships paid by monthly Direct Debit / rolling contracts can be found at Clause 6.

5. Membership cards

- 5.1.** Once the Contract is formed, you will use your University ID card as your SSP membership card. This is personal to you and memberships are non-transferable.
- 5.2.** We reserve the right to cancel / terminate / end your membership with immediate effect if another person uses your membership card.
- 5.3.** Your University ID card is needed to gain access to SSP's Facilities. Failure to produce a valid University ID card may result in refused entry.
- 5.4.** In the case of lost cards, replacement University ID cards should be organised through University faculty offices.

6. Membership Term

6.1. Fixed-term membership

- 6.1.1. SSP's membership year runs from 1st October to 30th September. Your membership will commence on the date that the Contract is formed or 1st October of the then current membership year, whichever is the later, and end on the 30th September of the same membership year regardless of the start date.
- 6.1.2. SSP will only freeze memberships in the case of exceptional circumstances, i.e. pregnancy / medical reasons, and SSP will require reasonable evidence of your circumstances, illness or injury to support your freeze request, e.g. medical certificate in the case of illness or injury. The minimum freeze period is one month, with the maximum being twelve months. In all cases, access to Facilities will be suspended and your membership period will be extended by the number of months you have requested to freeze.
- 6.1.3. Notification of a request to freeze your membership must be provided in writing via email to the Customer Support Department of SSP at memberships@surreysportspark.co.uk, with details of the date you wish that freeze to commence.
- 6.1.4. We will confirm in writing that we have received your freezing request. If you have not received written confirmation within 10 days of your submission, please let us know (and as far as possible provide a copy of your original communication in which you provided written request to freeze your membership). As such, we advise that you keep a copy of your notice communication.
- 6.1.5. If we accept your freezing request, the freezing period will begin on the date on which we received your written notification of your intent to freeze or, if later, the date on which you requested the freeze to commence.
- 6.1.6. For the avoidance of doubt, freezing of your membership is not the same as cancelling / terminating / ending your membership.

6.2. Memberships paid by monthly Direct Debit:

- 6.2.1. Your membership will begin on the day you have specified as your start date and will be the date your membership is activated. Subject to Clause 6.2.4, the initial period of membership is three full months from (and including) the date your membership is activated ("**Initial Period**").
- 6.2.2. A pro-rata amount will be payable immediately when you take up the membership that will cover your use of the Facilities until your first Direct Debit payment is collected.
- 6.2.3. Unless you end your membership at any time after expiry of the Initial Period or we cancel / terminate / end it, it will continue after the Initial Period and then end on the 30th September of the same membership year regardless of the start date.
- 6.2.4. For the avoidance of doubt, if your membership begins at any time within the three months prior to the 30th September of the current membership year, the Initial Period will be less than three full months and your membership will still end on the 30th September of the current membership year.
- 6.2.5. You may change your membership type by contacting the Customer Support Department on memberships@surreysportspark.co.uk. Requests made up to and including the 16th of the month will take effect from the 1st of the following month. Requests received on or after the 17th of the month will take effect from the 1st of the second month following receipt of the request.

7. Termination during the Cooling Off Period

- 7.1. You will have 14 days, starting with the day after the Contract is formed ("**Cooling Off Period**"), during which you may cancel and withdraw from the Contract without any liability or costs whatsoever PROVIDED THAT you have not used any of the Facilities. If, during the Cooling Off Period, you have used any Facilities and you then terminate the Contract, any membership fees that you have paid will be refunded on a pro-rated basis to take into account charges for your use of the Facilities.
- 7.2. To cancel your Contract, you must clearly inform SSP of your decision to cancel before the Cooling Off Period has expired. You may do this via email to the Customer Support Department of SSP on memberships@surreysportspark.co.uk.

- 7.3.** To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cooling Off Period has expired. We do not have to have received it before the expiry of the Cooling Off Period.
- 7.4.** If you cancel your Contract within the Cooling Off Period, we will, subject to Clause 7.1, reimburse any fees received from you as soon as we can and no later than 14 days after the day on which we receive notification of your decision to cancel the Contract. We will make any reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly asked us and we have agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.

8. Ending your monthly Direct Debit membership after the Initial Period

- 8.1.** After the expiry of the Initial Period, you may end your membership by providing SSP with one month's notice.
- 8.2.** Your membership and notice periods are calculated in **whole months**.
- 8.3.** Notice to cancel / terminate / end your membership must be submitted in writing to the Customer Support Department of SSP at memberships@surreysportspark.co.uk.
- 8.4.** The notice period will begin when we receive written notification of your intent to cancel / terminate / end. We advise that you keep a copy of your notice communication and obtain confirmation that your notice has been received, for example:
 - 8.4.1.** If you send us notice by post, send it by recorded delivery.
 - 8.4.2.** If you send us your notice by email, ask for a delivery receipt.
- 8.5.** We will endeavour to confirm in writing that we have received your notice. If you have not received written confirmation within 10 days of your submission, please let us know (and as far as possible provide a copy of your original communication in which you provided written notice).
- 8.6.** For us to stop your Direct Debit please notify us by no later than the 16th of the month to ensure the changes take effect on the next payment run. If you choose to cancel / terminate / end your membership on or after the 17th of the month – please contact your bank and cancel your Direct Debit directly with them (under the BACS rules you may cancel your Direct Debit with your bank yourself up to the day of collection). Members are responsible for cancelling their Direct Debit instruction with their bank following cancellation of their membership. Cancelling a Direct Debit instruction does not in itself constitute termination of the Contract or cancellation of a membership.
- 8.7.** Membership fees will continue to be due until your membership ends.
- 8.8.** The end of your notice period will be the end of your membership.

9. Ending your fixed-term membership early in exceptional circumstances

- 9.1.** During your membership term you may only cancel the Contract on one calendar month's notice in writing if:
 - 9.1.1.** You object to a material change in the Terms and Conditions that negatively impacts your rights under the Contract;
 - 9.1.2.** We significantly reduce the Facilities or the Facilities' opening hours;
 - 9.1.3.** We close the Facilities for refurbishment for a period of more than four weeks at a time;
 - 9.1.4.** There are exceptional circumstances which result in you withdrawing from your University course before graduation, for which proof must be provided by you and confirmed by the University; or
 - 9.1.5.** You are suffering from a medical condition (including a medical condition arising during pregnancy) which means that you are, or will be, unable to use the Facilities for an extended period of time, for which suitable evidence will be required by SSP.

10. Termination /suspension by us

- 10.1.** We may terminate or suspend the Contract (and your membership) immediately in the following circumstances:
 - 10.1.1.** If you commit a serious breach of the Contract and the breach, if capable of remedy, is not remedied within seven days of receipt of a default notice; and/or
 - 10.1.2.** 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 your membership (or any linked membership).

11. Booking conditions

- 11.1.** You may make an advance booking for the Facilities to which you are entitled to use (dependent upon your membership type) up to 14 days in advance. Please note that there will be a charge for “peak time” arena sport advance bookings. There is no charge for bookings by Gold or Standard members during “off-peak” hours. Further information regarding peak and off-peak hours can be found on the Website and may be subject to change.
- 11.2.** Gold, Silver and Standard membership holders may make advanced aqua based class bookings up to 14 days in advance.
- 11.3.** Gold and Silver membership holders may make advanced bookings for group fitness classes up to 14 days in advance.
- 11.4.** You may only make a booking for a single session of duration of 55 minutes for badminton or basketball (excluding full arena activities), 40 minutes for squash and 55 minutes for tennis, in each case for a single court. You may not make simultaneous or consecutive bookings for a court or more than one court. To support the option of student members arranging their own competition or social session, group bookings are available for groups of 5 members or more, subject to prior agreement by SSP’s management. Subject to the above, any consecutive or simultaneous courts that are booked will have the latter or one of the courts cancelled with no prior notice being given.
- 11.5.** If you fail to turn up for more than two sessions on which you have booked a place within a three-month period, you may be prohibited from booking in advance for a period of one month and charged full price for future bookings.
- 11.6.** If you have booked a court and are playing with a non-member, the non-member must pay a guest fee at front of house before entering the court. The receipt must be retained as the non-member may be asked to produce the receipt to verify the payment.
- 11.7.** If you arrive late for a class booking you may be refused entry.
- 11.8.** If you arrive late for a booking for: the arena; a court; and/or to play any racquet sports, you may use the relevant Facilities, but your session will end at the time detailed in your booking and you will not be given any additional time to use the relevant Facilities.

12. Facilities/Services

- 12.1.** We reserve the right to close areas of the Facilities from time to time at our discretion (including but not limited to for: repairs and maintenance; refurbishment; deep cleaning; on public holidays; and for large events).
- 12.2.** Details of Facilities’ opening hours are displayed on our Website and may be subject to change.
- 12.3.** SSP shall use its reasonable endeavours to give you at least 14 days’ notice of changes affecting its hours or availability of Facilities (either in writing or by prominently displaying a sign at reception).
- 12.4.** If using our Facilities, car parking is free for three hours from arrival to use the Facilities. Parking may be extended by an additional two hours by entering your car registration number at designated points throughout the building. Exceeding the maximum parking duration or inappropriate parking may result in receiving a parking fine.

13. Lockers and Personal Belongings

- 13.1.** You are requested to store personal belongings and valuables in the lockers provided.
- 13.2.** Lockers are not allocated to individuals and will be subject to availability.
- 13.3.** Lockers are provided on a daily basis only for use while you are using any Facilities. Any items left in lockers overnight or where you are not using Facilities will be deemed abandoned and treated as lost property.
- 13.4.** SSP will make regular checks of lockers overnight. Any items left in lockers overnight may be removed by two authorised members of SSP staff.
- 13.5.** Subject to Clauses 13.6 and 13.7, any personal belongings and valuables removed from lockers by SSP or otherwise handed into SSP will be recorded and held in lost property for a maximum of one month. Any personal belongings not claimed within one month will be disposed of or given to charity. Any valuables (jewellery and electrical items) not claimed within one month will be reported to the police. SSP will follow the advice of the police in handling and/or disposing of valuables thereafter.

- 14.1. Neither SSP nor the University will be liable to compensate you for any loss or damage caused to property in connection with your use or attendance at SSP's premises or its Facilities.
- 14.2. SSP and/or the University will only be liable for death or personal injury caused when using SSP's premises or Facilities if such injury or death arises from the negligence of SSP and/or the University as applicable.
- 14.3. SSP and/or the University will not be liable for any compensation for matters, events and circumstances outside of its reasonable control which affect the use of the Facilities. This would include but not be limited to, by way of example: extreme weather conditions; floods; civil unrest; industrial action; acts of terrorism or vandalism; failure of utilities or service providers to SSP.
- 14.4. Nothing in these Terms and Conditions shall exclude or limit our or the University's liability for:
 - 14.4.1. Death or personal injury caused by our negligence;
 - 14.4.2. Fraud or fraudulent misrepresentation; or
 - 14.4.3. Any other liability which cannot be excluded or limited by law.

- 15.1.** If you suffer an accident using or whilst attending SSP's premises or the Facilities you must report the accident, without delay, to the senior staff member on duty.
- 15.2.** You will not abuse SSP's premises, the Facilities or equipment and will be liable to compensate SSP for any damage to SSP's property where you wilfully or negligently cause such damage.
- 15.3.** Without prejudice to Clause 15.2, you must report any damaged Facilities or equipment, without delay, to the senior staff member on duty.
- 15.4.** You shall always behave appropriately and in such manner so as not to cause nuisance or annoyance or to cause risk of harm to other members or guests of SSP or SSP's staff.
- 15.5.** You will comply with any reasonable directions or instructions given to you by SSP staff.

- 16.1.** The personal data you provide on your application will be used by us to manage the administration of your membership. This data processing is necessary for us to meet our obligations under the Contract.
- 16.2.** We may sometimes send you news and information pertinent to your membership.
- 16.3.** We will request consent from you before we send you any marketing information.
- 16.4.** To view our full privacy statement which includes more information about how your data is processed and your rights as a data subject, please visit <https://www.surreysportspark.co.uk/home/privacy-policy/>.

- 17.1.** There may be times that we need to contact you about your membership, so it is important that you keep your contact details with us up to date. You must also notify the University Registry of any changes in your contact details.
- 17.2.** If we need to give you formal notification of anything (e.g. to provide you with notice of termination of your membership) we will do so in writing.
- 17.3.** The notice will be binding if we send it to the address or email address we have in our records for your membership.
 - 17.3.1.** If we send you notice by post, we will send it by recorded delivery.
 - 17.3.2.** If we send you notice by email, we will request a delivery receipt.
- 17.4.** Notices will be deemed delivered on receipt.

18. Severance

- 18.1.** If any court or competent authority finds that any provision of the Contract (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 the Contract shall not be affected.
- 18.2.** If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19. Governing Law

- 19.1.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England and Wales.
- 19.2.** The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).