

**TEESSIDE UNIVERSITY**

**SPORT MEMBERSHIP TERMS AND CONDITIONS**



Legal & Governance Services, Teesside University, Middlesbrough TS1 3BX

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## 1. Definitions

'Fees' shall mean the membership fees payable for any of the membership products available, as appropriate, at the rate notified to the member at the time of application for membership or renewal.

'Health Commitment Statement' are accessible here  
<https://sports.tees.ac.uk/bookings/Home/Terms>

'Member' shall mean the individual who holds a valid membership.

'Membership Options' shall mean any of the membership products available as set out on Teesside University's Sport web pages see  
<https://www.tees.ac.uk/sections/sport/gym.cfm> and as further described in Annex 1.

'Teesside University Sport & Well-being' shall mean the sport service of Teesside University

'Teesside University Sport & Well-being webpages' are accessible here  
<https://www.tees.ac.uk/sections/sport/>

'Opening Times' shall mean those published on the Teesside University Sport web pages for each sport facility and may vary throughout the year.

'Sports Facilities' shall mean

| Indoor        | Outdoor             |
|---------------|---------------------|
| The Gym       | Outdoor Astro Pitch |
| Squash Courts |                     |
| Sports Hall   |                     |
| Studios       |                     |
| Climbing Wall |                     |

'Sport & Well-being Rules and Regulations' are accessible here  
<https://sports.tees.ac.uk/bookings/Home/Terms>

'Terms & Conditions' shall mean the provisions set out within this document and constitute an agreement between the University and the member ('you').

'University' shall mean Teesside University of Middlesbrough TS1 3BX.

'User' shall mean both members and non-members who use the sport facilities.

## 2. Membership

2.1 By entering into this membership agreement, you agree to be bound by these Terms & Conditions. For details of all current membership products available please visit [Teesside University Sport & Well-being web pages](#).

2.2 As a member you shall also abide by Sport & Well-being Rules and Regulations, which are displayed throughout the Sports Facilities and available to view on the Teesside University Sport web pages. We reserve the right to amend such rules from time to time as deemed appropriate and for the good of customers and staff. Failure to comply with Sport & Well-being Rules and Regulations may result in your membership being revoked.

2.3 All members require a TUSC Card or wristband in order to access the Sport Facilities.

2.3.1 Staff and student members will have their access privileges uploaded to their TUSC Card.

2.3.2 Replacement TUSC Cards for staff and student members must be acquired from the University library, subject to a fee of £5 payable in full by the member.

2.3.3 Associate Members will be provided with wristband as part of their membership package which will be uploaded with access rights appropriate to their choice of membership package. There will be a £5 charge for replacement wristbands.

2.4 Membership is not transferable to any other individual under any circumstances. Any occurrences may result in immediate cancellation of the membership. If the member is a staff or student user this could also invoke staff or student disciplinary procedures. In this instance, no refund will be due for any unspent membership term.

2.5 Members must update their contact details at the earliest opportunity if they change from the ones provided when initially registering with Teesside University Sport & Well-being by email to [sport@tees.ac.uk](mailto:sport@tees.ac.uk). Teesside University will subsequently not be held responsible if a member does not receive a communication about their membership if it has been sent to a postal or email address that is no longer in use by the member.

2.6 Users must produce their TUSC Card/wristband to access the Sports Facilities. Failure to do so will result in our reserving the right to prevent access to the Sports Facilities, or an additional charge at the casual use rate being levied to enable access. The card/wristband remains the property of the University.

### **3. Sport Facilities**

3.1 Access to different Sport Facilities will depend on a member's level of membership and certain locations will only be available to certain members. For a full list of available facilities depending on your level of membership please visit <https://www.tees.ac.uk/sections/sport/opening.cfm>.

### **4. Cancellation of Membership**

#### Cancellation by Us

4.1 We reserve the right to cancel or suspend your membership in any of the following circumstances:

4.1.1 If you commit a serious or repeated breach of the conditions outlined in this document or in the Sport and Well Being Terms & Conditions/Rules and Regulations;

4.1.2 If any part of the membership fee remains unpaid 14 days after its due date for payment;

4.1.3 If you provide us with details you know to be false when applying for membership;  
or

4.1.4 In the event of the introduction of Direct Debit, if we are unable to make a collection due to insufficient funds in your account, your membership with Teesside University will be temporarily suspended and access to our facilities denied. In such circumstances, the University also:

4.1.4.1 does not accept liability for any bank charges incurred if there are insufficient funds in your account to cover our monthly Direct Debit collection.

4.1.4.2 shall not be responsible for any bank fees or charges incurred if subsequent attempt to collect monies owed are unsuccessful.

4.1.5 If you are a member of staff or a student of the University and are assessed under a relevant University procedure to represent a risk to fellow users of the Sports Facilities or the University community.

#### Cancellation by You – Cooling Off Period

4.2 You have the right to cancel your membership within a 14 day cooling off period, starting from the day you made this agreement, (unless you have purchased a non-refundable membership under a special offer). To exercise this right to cancel you should contact [sport@tees.ac.uk](mailto:sport@tees.ac.uk). Upon receipt, we will then cancel your membership and all monies will be refunded to the account used in the initial transaction, within 28 days of receipt of the form. We may make a deduction as this will be less any proportionate payments for facilities you have used within the 14 day period.

#### Cancellation by You within the Membership Period

4.3 The Membership Period runs between 7<sup>th</sup> September 2019 to 20<sup>th</sup> September 2020. You may only cancel your membership during the Membership Period in the following circumstances:

4.3.1 If it is within the 14 day cooling off period as set out in 4.2.

4.3.2 If we reduce the Opening Times by 20% or more of the current hours available over a period of 4 weeks or more and a suitable, alternative provision is not offered by us during this period.

4.3.3 We close any of our facilities appropriate to the membership option taken for a period of over 4 consecutive weeks for refurbishment with no alternative service offered.

4.3.4 You withdraw or suspend from your studies (proof will be required).

4.3.5 There is a change in your personal circumstances such as serious injury or death of a close family member which is preventing you from making use of the Sports Facilities.

4.4 In the event that you wish to cancel your membership in accordance with clause 4.3, you should request this in writing to Sport & Well-being Department Teesside University Middlesbrough TS1 3BX with reasons for your request. If your request is successful, you will be permitted to a refund of the unexpired portion of your membership period. This is subject to an administration charge of £25. We will not refund you for any retrospective months and so it is your responsibility to notify Teesside University Sport & Well-being Team of any changes to your circumstances immediately.

## **5. Variation of Terms & Conditions**

The University reserves the right to vary the Terms and Conditions outlined in this document. Where any change is deemed significant, we will write to you a minimum of 28 days before any change is implemented. You will be deemed to have accepted these changes unless we receive written notification of your objection.

## **6. Liability**

6.1 By entering into a contract with the University, you agree to not abuse the facilities or equipment and will pay for any damage to University sport or any other property where you wilfully or negligently cause such damage.

6.2 You agree to behave appropriately at all times and in such manner that respects other customers and staff members.

6.3 No member shall use the equipment available unless the member is satisfied that he or she is competent to do so safely and properly and in consideration of the members own health and safety and that of other members.

6.4 A member shall be responsible for any harm or injury caused to another member or to the University to the extent that it is caused through a members own unsafe or improper use of equipment.

6.5 Members are required to adhere to the Sport & Well-being Terms and Conditions, and Rules and Regulations, which includes Health & Safety policy, and undertake due responsibility.

6.6 The University will not be responsible for any loss or injury to the member to the extent that it is caused by a members own unsafe or improper use of the equipment.

6.7 The University reserves the right to suspend or revoke membership at any time if a member does not adhere to safe and proper use of equipment.

6.8 The University shall not be liable for any loss or damage to a members possessions within the facility.

6.9 Nothing in this agreement shall limit the University's liability for:

6.9.1 Death or personal injury caused by University negligence, or the negligence of its employees, agents or subcontractors;

6.9.2 Fraud or fraudulent misrepresentation.

6.10 In the absence of any negligence or wilful default or breach of any legal duty by the University the use of all equipment and facilities is entirely at the members own risk.

## **7. Complaints Procedure**

7.1 Should you be unhappy with any part of the service we offer, please contact the University and tell us as soon as reasonably practicable and allow us a reasonable opportunity to address your concerns. If you wish to make a complaint please [sport@tees.ac.uk]. Students are also entitled to use the Student Complaints Process if their issue is not resolved by the Sport & Well-being Team.

7.2 If an incident should occur within any Sport Facility, this must also be brought to the attention of the most senior member of Staff on duty at that time.

## **8. Data Protection**

Teesside University Sport & Well-being as part of the University fully adheres to the University Policy and guidelines with regard to data protection. Details of this policy are available from the University's Legal and Governance Services Department. We will only use your information for administration purposes such as maintaining your membership, communicating with you as a member and monitoring health and safety issues. We will not retain or process your data once you cease to be a member. As part of this agreement, you agree to keep us updated of any changes to your personal details or circumstances as appropriate.

## **9. Governing Law**

This 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 law of England and Wales and shall have exclusive jurisdiction of the courts of England and Wales.

## **10. Entire Agreement**

This Agreement constitutes the entire contract between the parties. The member acknowledges that they have not relied on any statement, promise or representation made or given by or on behalf of the University, which is not set out or referred to in this agreement.

## **Annex 1**

### **Membership Options**

There are different membership products available for purchase, which have various benefits attached to them. The definition of each of the membership products is detailed on our Sport & Well-being Membership webpages. Member benefits are subject to change and can be removed or changed at the discretion of the University.

### **Student Membership**

Student membership is only available to those people who are on a current accredited course by Teesside University and are registered on the Teesside University student database.

Teesside University Student members will default to Associate membership upon graduating or leaving the University. Graduates of Teesside University can apply for Associate membership.

Student Annual membership runs from the start of each academic year until the following September (specific date varies). Where student membership is taken after the start of an academic year, the membership fee shall be adjusted on a pro-rata basis to reflect the period being purchased.

Annual Student Membership may be purchased online (students only) via the Teesside University Sport web pages.

### **Staff Membership**

Staff membership is only available to people who hold a current contract of employment with Teesside University and are on the Teesside University HR database. Once employment is terminated, either by the member of staff or by the University, the benefits of staff membership will be revoked. At this point, a Staff member will revert to the status of an Associate member and any existing Direct Debit will be amended accordingly. It is the responsibility of the individual to inform Sport & Well-being if their employment status changes.

Staff membership can be purchased by salary sacrifice and membership will continue to be paid on a month by month basis until terminated.

### **Associate Membership**

Associate membership is available to the following people with the type of proof required in order to qualify for the benefits. This proof of entitlement will be required on your first visit to Teesside University Sport & Well-being at the time of purchase at reception.

| <b>Category of Person</b>         | <b>Evidence</b>  |
|-----------------------------------|--|
| All Teesside University graduates | Via membership of Teesside University Alumni Association |
| Staff nominated guest             | Via attendance with the staff member                     |

Annual Associate Membership may be purchased in person at Sport & Wellbeing reception and runs for 12 months from the date of purchase.