



Essex Sport provides facilities for students and staff of the University of Essex (UoE) to exercise and train in a safe and friendly environment through its membership scheme. Memberships are also available for former University of Essex students, immediate family of University staff and students and the general public.

Please ensure that you read and fully understand these terms and conditions.

1.0 Membership

Joining

- 1.1 STUDENT membership is available to any current University of Essex student and Colchester Institute student studying validated University of Essex degrees on presentation of a valid student registration card.
- 1.2 STAFF membership is available to current University staff, fully retired members of staff, Emeritus Professors, ex-members of staff who have given 25 years' service, other members of staff working on the campus and permanent Colchester Institute sports studies staff.
- 1.3 CONCESSION membership is available to all Essex graduates¹, partners of current staff and students, temporary staff, disabled users², current full time students of other universities and colleges, registered unemployed and senior citizens.
- 1.4 JUNIOR memberships are available to children between the ages of 8 years and 16 years on production of proof of age. Children between the age of 16 years and 18 years who are in full time education will be eligible for junior memberships upon production of relevant documentation. Entry to fitness classes and courses is not permitted for any member under the age of 16.
- 1.5 PUBLIC membership is available to anyone not qualifying for the above categories.
- 1.6 You will be subject to all rights and obligations according to the type of membership for which your application has been accepted.

2.0 Membership options

- 2.1 Your membership type is set out by the membership categories as defined in 1.0 above
- 2.2 A range of membership options is available. Details regarding the entitlement relevant to your chosen membership option is available at: www.essex.ac.uk/sport/membership

2.3 Peak and off-peak times are defined as:

Monday- Friday	Off-peak	Peak
Gym	6.30am - 2.59pm	3.00pm - 11.00pm
Astroturf	8.00am - 11.00pm	–
All other indoor facilities	8.00am - 4.59pm	5.00pm - 10.00pm*
All other outdoor facilities	8.00am - 4.59pm	5.00pm - 10.00pm
Weekends	Off-peak	Peak
Gym	8.00am - 2.59pm	3.00pm - 10.00pm
Astroturf	8.00am - 10.00pm	–
All other facilities	8.00am - 4.59pm	5.00pm - 10.00pm

*Studio 1 and 2 will remain open until 11.00pm.

3.0 Fees and charges

- 3.1 Membership fees become payable immediately in accordance with the amounts and payment methods set out in the online application process, or as discussed with Essex Sport staff.
- 3.2 Members may upgrade their membership on payment of the appropriate upgrade charge applicable to the relevant membership category.
- 3.3 UoE reserves the right to reject any application for membership or renewal of membership.
- 3.4 Student members must notify the UoE Registry of any changes in their contact details.

4.0 Membership Term

- 4.1 Memberships will terminate at the end of the relevant minimum term.
- 4.2 Student memberships will terminate at the end of the relevant minimum term, i.e. from purchase to 30 September the following year.
- 4.3 UoE will only freeze memberships in the case of University placements, intermission, pregnancy, medical reasons; UoE shall request reasonable evidence of your placements, intermission, medical condition or injury. UoE will accept written confirmation from a course tutor in the case of placements and a medical certificate in the case of illness or injury. The minimum freeze period is one month to twelve months maximum. In all cases, access to UoE facilities will be suspended and your minimum membership period will be extended by the number of months you have requested to freeze.

¹ Upon production of Alumni card

² Upon production of documented proof of disability

Termination by you

- 4.4 If you are dissatisfied with the services offered by UoE for any reason within the first 14 days of becoming a member, you are entitled to terminate your membership and you will receive a refund of any membership fees which you have paid.
- 4.5 During your annual membership you may cancel your membership on 2 months' notice in writing if:
 - 4.5.A We significantly reduce the facilities or opening hours of the Sports Centre;
 - 4.5.B We close the Sports Centre (SC) for refurbishment for a period of more than 4 weeks at a time.
 - 4.5.C UoE fails to use reasonable endeavours to give you at least 14 days' notice of changes affecting its hours or availability of facilities set out in Sections 4.5.A and 4.5.B above.
 - 4.5.D If you are a student member and you withdraw from your University course before graduation, proof must be provided from the University. Any refund would be on a pro-rata basis and an administration fee will be applied.

Termination by us

- 4.6 We may terminate your membership in the following circumstances:
 - 4.6.1 If you commit a serious or repeated breach of these terms and conditions and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice; or
 - 4.6.2 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 you membership.
 - 4.6.3 Any refunds due are at our discretion.

5.0 Booking Conditions

- 5.1 Gold membership holders may make an advance booking of up to 14 days for any bookable facilities or classes. Silver membership holders may make bookings up to 10 days in advance and Bronze membership holders up to 7 days in advance. Non-members can book facilities and classes up to 3 days in advance.
- 5.2 A member may only make a booking for a single session for the duration of 55 minutes (or 45 minutes for squash). Members may not make simultaneous or consecutive bookings for a court or more than one court, with the exception of the cricket nets which can be booked for a double session. Any consecutive or simultaneous courts that are booked will have one of the courts cancelled with no prior notice being given.

- 5.3 Non-members attending member bookings for facilities included within the membership offer will pay a per head charge to attend until the facility rate becomes cheaper.
- 5.4 Group bookings which require payment of a facility fee require no additional payment from non-members attending.
- 5.5 Members who fail to turn up for a booking they have made will receive a warning on the first occasion. On the second occasion, members will receive a fine and a ban from using the facilities.

6.0 Club Block Bookings

- 6.1 Clubs have access to block bookings throughout the academic year, space and time permitting. Whilst adhering to current space allocation policy.
- 6.2 The club space allocation process is carried out in conjunction with SU staff and is reviewed on an annual basis.
- 6.3 If you are unable to use your booking, please notify the SC as soon as possible to enable others to use the facility.
- 6.4 If your session is unattended or not cancelled:
 - Once – The club will be charged for the booking at student activity rate
 - Twice – The club will be charged for the booking at student activity rate and future booking/s withdrawn for the rest of the term
- 6.5 If your club uses the outdoor facilities and the playability of the facility due to weather conditions is in doubt, please contact the SC Reception for guidance. A member of staff will inspect the facilities and make a decision on their suitability. If they are satisfied that safe play can take place, you will be expected to honour your booking if you do not make a cancellation. If it is deemed that play would be dangerous, they will cancel all bookings made on the facility in question and will contact you to inform you of this.
- 6.6 Clubs are responsible for checking bookings on a weekly basis as there may be occasions where sessions are lost due to major events, competitions or maintenance work. Weekend bookings are not guaranteed; therefore it is essential you check these on a weekly basis.
- 6.7 Match bookings will be arranged in accordance with the space allocation agreement with SU sports staff.

7.0 Booking Cancellations

7.1 Details of the regulations, penalties and procedures regarding the cancellation of bookings are dependent on the type of booking.

7.2 Fitness class cancellations must be received no later than the start time of the class. If cancellation is not received, the standard per head class fee will be charged on your next visit.

NB: Online class cancellation can be made up to ten minutes before the class time. For further details on regulations relating to online bookings, please visit www.essex.ac.uk/sport/facilities/colchester.aspx

7.3 Weather:

7.3.1 Grass pitches: (American Football, Cricket, Football, Lacrosse, Rugby)

■ **Afternoon Play** – Grounds staff will inspect the pitch in the morning (10am) on the day of play. If they deem the pitches unsuitable for play, a message will be left at the SC and/or Information Centre to this effect. It is the responsibility of the booking member to ensure a reliable contact number is available if cancellation is necessary.

■ **Evening Play** – Grounds staff will inspect the pitch in the afternoon (2pm) on the day of play. If they deem the pitches unsuitable for play, a message will be left at the SC and/or Information Centre to this effect. It is the responsibility of the booking member to contact the SC to check whether play can go ahead.

An earlier decision can be made at the request of the customer if necessary.

7.3.2 Hard Courts: (Netball, Tennis) and Synthetic Turf Pitch: (5-a-side/11-a-side Football, Hockey)

If you are in any doubt about your booking taking place due to adverse weather conditions, please contact SC reception 01206 873250. A member of staff will inspect the surface and advise you as to whether you should attend for your booking. Do not assume that your booking will be automatically cancelled. If the surface is suitable for play and you do not attend, you will be charged for your booking.

8.0 Facilities/Services

8.1 Members must produce the appropriate membership ID card to gain access to the SC or upon request by a member of SC staff. If a member forgets their card, they must report to reception to enable their membership status to be checked before access can be given to the relevant facility.

8.2 Membership cards are non-transferable and may only be used by the cardholder. Any misuse of the card will be deemed the responsibility of the cardholder and may result in a fine, immediate suspension of membership for a period of 10 weeks or, where appropriate, permanent termination in accordance with 4.5 above.

8.3 Essex Sport reserves the right to refuse entry to sports facilities.

8.4 In the case of lost student or staff cards, replacement UoE ID cards should be organised through the relevant UoE office. If a membership card issued by the Sports Centre is lost it should be reported to SC Reception. Please note there is a charge for replacement cards.

8.5 No food or drink is permitted within the activity studios, climbing wall, gym, sports halls or squash courts, except screw top plastic bottled drinks.

8.6 Customers must be appropriately dressed for the activity in which they are participating and be wearing clean, non marking, footwear. Jeans and outdoor footwear are not permitted for indoor activities.

8.7 Customers must first report to SC reception to confirm and pay for any booked activity as necessary.

8.8 The Duty Manager may refuse the admission or request leaving the SC anyone who, in the opinion of the Duty Manager, is causing a nuisance, damage, disturbance, annoyance, inconvenience or interference to others. Any user suspected to be under the influence of alcohol or drugs will be refused entry.

8.9 SC reserves the right to refuse membership or bookings at its discretion.

8.10 Users are expected to treat the facilities and other users with respect. Please report any faults to a member of staff. Mistreatment of equipment or other users may result in a ban or termination of membership as set out in Section 4.5.

8.11 Photography is not permitted without the prior agreement of SC and/or individual/s concerned.

8.12 Any materials placed within SC (e.g. on notice boards/walls/windows) of an unofficial nature or without prior notice will be removed and disposed of.

8.13 Privately arranged coaching sessions are NOT permitted within SC. If you are a qualified coach wishing to offer your services, or a member seeking coaching, contact the Sports Development Office in the first instance.

8.14 We reserve the right to close areas of SC's facilities from time to time at our discretion e.g. for repairs and maintenance, refurbishment, deep cleaning, public holidays and events.

8.15 Details of SC's opening hours are displayed on our website and at SC's Reception and may be subject to change upon provision of one month's notice where reasonably possible.

8.16 Users must abide by UoE parking regulations as set out at www.essex.ac.uk/about/colchester/travel.aspx

9.0 General Safety

- 9.1 All equipment in the gym is to be used as explained during initial induction. Misuse of any equipment could lead to termination of membership as stated in Section 4.5.
- 9.2 Should the fire alarms sound, do not panic. Leave the building quickly and quietly by the nearest fire exit. Move away from any doors and remain a safe distance away from the building. Please follow any instructions given by SC or Security staff and do not re-enter the building until you have been told it is safe to do so.
- 9.3 In the event that an ambulance is required, contact 01206 872222 if on the grass, synthetic pitches, or tennis courts or go to SC reception and provide as much information as possible. A member of staff will then contact the emergency services on your behalf. The University has agreed mobilising arrangements with the emergency services and a call made directly could delay their attendance.

10.0 Liability

- 10.1 The SC's liability to compensate you (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to negligent act or omission by SC. Any member who suffers an accident using SC's facilities must report the accident, without delay, to the senior staff member on duty.
- 10.2 Wilful abuse of, or negligent damage to the facilities or equipment will result in appropriate charges being raised to the individual concerned.
- 10.3 You shall behave appropriately at all times and in such manner so as not to cause nuisance or annoyance or to cause risk or harm to other users of the SC or SC's staff.
- 10.4 The SC does not accept liability for loss or damage to personal possessions placed or left in SC.
- 10.5 Any items of value that are handed into SC reception will be treated as lost property. When possible, efforts will be made to contact the owner, otherwise items will be taken to the Information Centre on Square 3. Items such as towels and drinks bottles will be disposed of.

11.0 Data Protection

- 11.1 University of Essex, Wivenhoe Park, Colchester, Essex, CO4 3SQ is the data controller for the purpose of the Data Protection Act 1998.
- 11.2 The SC collects personal information from you as part of its membership application process. The SC will use this information for billing, statistical or membership demographic analysis and to send you marketing information via post, email and other electronic means in accordance with Section 11.3 below. We may share your information with, and obtain information about you from credit reference agencies or fraud prevention agencies. The SC may disclose your personal information to the UoE for billing purposes and with the University of Essex Students Union in relation to Sports club and Essex Blades membership. We may also disclose your personal information to third parties to help prevent fraud or if required to do so by law. To request access to information or for more information, explaining how the SC uses your personal information, please contact the SC.
- 11.3 The SC would like to send you information relating to its facilities or other promotional activities by post and other electronic means. Please let us know whether or not you consent to the SC contacting you for these purposes by ticking the appropriate boxes on the application form.

12.0 Severance

- 12.1 If any court or competent authority finds that any provision of these terms and conditions of membership (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 these terms and conditions shall not be affected.
- 12.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13.0 Governing Law

- 13.1 These terms and conditions and any dispute or claim arising out of or in connection with them or the 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.
- 13.2 The parties agree the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of, or in connection with these terms and conditions or its subject matter or formation (including non-contractual disputes or claims).