**Hope Park Sports** Sports Complex Membership Scheme

  **Terms and Conditions**

These Terms and Conditions (“the Agreement”) govern the use of Liverpool Hope University’s Sports Complex (“Hope Park Sports”) under the Sports Complex Membership Scheme (“the Scheme”).

This Agreement forms a binding contract between you (“the Member”) and Liverpool Hope University (“the University”).

# Definitions

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| **Sports Complex Membership “Membership”** | Means the scheme that the University offers to Staff and Students of Liverpool Hope University to purchase and register for a Membership that entitles them to use the Fitness Suite, attend Sport and Fitness Classes and booking of Recreational Facilities. |
| **Staff** | Means staff who are currently employed by Liverpool Hope University (either part time, full time, fixed term, or otherwise) |
| **Student** | Means students who are registered to study at Liverpool Hope University for the current academic year. |
| **Membership Fee** | Means the amount to be paid, as appropriate, determined by the University to become a Member of Hope Park Sports |
| **Members** | Means those staff or students who have paid a Membership Fee and are able to use all of the benefits of the Sports Complex Membership. |
| **Membership Card** | Means your assigned Liverpool Hope University photo ID card |
| **Membership Period** | Means the time period from when your membership card is activated by the University until the 31st August. |
| **Recreational Facilities** | Means the 5 a side and 7 a side football pitches, badminton and squash courts. |
| **Sport and Fitness Class Programme** | Means the advertised programme of sports sessions and fitness classes |

# Eligibility and Registration

* 1. To be eligible for Membership under the scheme, you must:
     1. Be 18 years or older; and
     2. Be a current member of Staff or a registered Liverpool Hope University Student.
  2. Membership registration requires completion of:
     1. Online registration via the University store;
     2. Mandatory online gym induction and briefing video;
     3. Agreement to the Health Commitment Statement and Readiness to Exercise declaration.
  3. Membership becomes active only after satisfactory completion of the above.

# Membership Terms

* 1. Membership commences on activation date and ends as per the purchased Membership Period.
  2. Cancellation rights:
     1. Within 13 days of purchase, Members may cancel for a full refund if no services have been used; partial charges apply if services are accessed.
     2. After 14 days, cancellations are only accepted for verified medical reasons with supporting evidence.
  3. Membership is personal, non-transferable, and non-assignable. Sharing or transferring Membership may result in immediate termination without refund.
  4. Membership entitles Members to:
     1. Use the Fitness Suite during opening hours;
     2. Access to the Sport and Fitness Class Programme, subject to availability and rules;
     3. Book Recreational Facilities subject to availability and rules.

# Medical Disclaimer and Fitness to Exercise

* 1. Members confirm they do not have any medical conditions that would make exercise unsafe or detrimental to their health.
  2. Members are advised to consult a qualified medical practitioner before commencing any new exercise program or if uncertain about their health.
  3. Members must inform the University promptly of any changes in their health that may affect their ability to exercise.

# Payment and Fees

* 1. The Fee of £35 is payable in full and is non-refundable except as specified.
  2. The University may increase Fees with 30 days’ written notice; Members may cancel without penalty before new fees take effect.
  3. Charges and fines for damage, late payments and late cancellations apply as per Appendix One.
  4. Payment methods accepted are those indicated by the University on its payment platforms.

# Facilities Use

* 1. Members have access to the Fitness Suite, Sport and Fitness Class Programme and Recreational Facilities; racquet loans are free of charge.
  2. Equipment must not be removed from the premises.
  3. Members are responsible for any damage caused through negligence or misuse.
  4. The University may close Facilities for maintenance or other reasons, with prior notice where feasible.
  5. Lockers are available for use with a refundable £1 charge; the University is not liable for loss or damage to personal belongings.
  6. Unclaimed lost property will be disposed of after one calendar month.

# Access and Conduct

* 1. Standard opening hours apply (except during University holiday and closure periods):
     1. Monday – Friday: 7:30am – 09:00pm
     2. Saturday – Sunday: 10:00am – 04:00pm
  2. Members must carry and present a valid Membership Card for entry and attendance recording purposes.
  3. Members are required to present their Membership Card upon request by University Staff or security personnel to gain access or for identification purposes.
  4. Failure to produce a valid Membership Card on arrival or when asked may result in refusal of entry or suspension of Membership.
  5. Members must:
     1. Follow all University instructions, posted rules, and safety guidance;
     2. Wear appropriate attire and footwear (no jeans, open-toed shoes in the Fitness Suite; clean, non-marking shoes in the Squash Courts; trainers on the astro pitch and moulded boots on the 3G pitch);
     3. Use mobile phones only for music; photography or recording is strictly prohibited;
     4. Use plastic, closed cap bottles only;
     5. Be considerate to others (e.g., silence phones, limit cardio machine use to 15 minutes when busy).
  6. Prohibited conduct includes:
     1. Bringing bags/coats into the Fitness Suite or Recreational Facility Areas;
     2. Using glass bottles or consuming food outside café areas;
     3. Smoking or vaping;
     4. Possession or use of alcohol, drugs, or mood-altering substances.
  7. Unacceptable behaviour (violent, abusive, harassing, intimidating) may result in removal and Membership termination.

# Sport and Fitness Class Programme and Recreational Facility Bookings

* 1. Bookings may be made up to 7 days in advance.
  2. A minimum or 24 hours’ notice is required for cancellations or charges; failure to notify will incur fees (see Appendix One).
  3. All bookings are for 55-minute sessions; Members must vacate courts promptly.
  4. Non-members are not permitted to play on booked courts.

# Liability, Waiver, and Indemnity

* 1. **Assumption of Risk:** Use of Hope Park Sports Facilities and equipment involves inherent risks. By using the facilities, Members assume full responsibility for any injury, loss, or damage.
  2. **Liability Waiver:** To the fullest extent permitted by law, Members release the University, its employees, agent, and contractors, from any liability for personal injury, property damage, or loss arising from the use of Hope Park Sports, except where caused by the University’s proven negligence.
  3. **Indemnity:** Members agree to indemnity, defend, and hold harmless the University from all claims, costs, damages, losses, or liabilities arising from the Member’s use of the Facilities, including claims brought by third parties.

# Termination and Suspension

* 1. The University may suspend or terminate Membership without refund for:
     1. Serious or repeated breaches of this Agreement;
     2. Unacceptable behaviour;
     3. Breach of safety rules;
     4. Misuse or damage of Facilities.
  2. Members must immediately comply with University Staff requests, including but not limited to requests related to conduct and safety.

# Data Protection and Privacy

* 1. Personal Data will be processed in accordance with the University’s Privacy Notice and applicable UK data protection laws (Data Protection Act 2018 and UK GDPR).
  2. CCTV is used for security and safety, as detailed in the University CCTV policy; footage is processed lawfully and proportionately.

# General

* 1. **Third-Parties:** No third-party rights arise from this Agreement.
  2. **Governing Law:** English law governs this Agreement.
  3. **Jurisdiction:** The English courts have exclusive jurisdiction over disputes.
  4. **Force Majeure:** Neither party is liable for failure to perform obligations due to unforeseen circumstances beyond their reasonable control.
  5. **Dispute Resolution:** Both parties will attempt in good faith to resolve any disputes arising from this Agreement informally. If unresolved after 30 days disputes may be referred firstly to mediation, or other alternative dispute resolution, before commencing legal action.

**BY REGISTERING FOR MEMBERSHIP YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO COMPLY WITH THESE TERMS AND CONDITIONS.**

# APPENDIX ONE

**Additional Fees and Charges**

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| Lost locker keys | £10 |
| Broken hire rackets. | £5 |
| Membership card is lost or stolen | £5 |
| Not giving at least 24 hours’ notice of cancellation for booking any sport and fitness class or facility space | £5 |