

## **Terms and Conditions of Membership of Liverpool Hope University's Sports Complex**

These terms and conditions have been created to provide all members with an enjoyable, safe and welcoming experience whilst using Liverpool Hope University's Sports Hall facilities "Hope Park Sports". Hope Park Sports consists of a Sports Hall, Dance Studio, Squash Courts, Fitness Suite, Astro Turf, Outdoor Grass Pitches and will include a programme of exercise classes.

This agreement is made on the terms listed below and those rules and regulations that are made available to you within Hope Park Sports and on its website. The agreement is made between you and Liverpool Hope University ("we" or "us"). In accepting these terms and conditions and paying the membership fee of £25 "Membership Fee" you are agreeing to the following:

1. You must be a minimum age of 18 years to become a member of Hope Park Sports.
2. Before you are allowed access to Hope Park Sports you must:
  - a. Complete the PAR Questionnaire, by completing the PAR Questionnaire, you warrant to us that you have no known condition or are undergoing any treatment that would prevent you from being capable of physical exercise in all material respects. If you answer YES to any of the questions listed in the questionnaire, then you must discuss this with a Fitness Instructor at Hope Park Sports. The Fitness Instructor may recommend that you consult further with your GP before your membership can be activated; and
  - b. Arrange and attend a gym induction with one of our qualified Fitness Instructors. This is mandatory and without exception. The induction can be arranged again by contacting Hope Park Sports on 0151 291 2911.
3. Every time you enter Hope Park Sports during your membership, you warrant and represent to us that you have no medical conditions known to you that would mean that you are not capable of all forms of exercise and that such exercise will not be detrimental to your health. If in doubt, it is your sole responsibility to consult a medical practitioner or to cancel your membership.

4. Once you have completed 2(a) and 2(b) above to our satisfaction then you will be given a membership card and will be treated as an Active Member of Hope Park Sports.
5. Your membership commences on the date that you are issued with a membership card and ends on the 31 August "Membership Period". On 31 August of each year you will be asked if you would like to renew your membership for a further year and this will involve paying a further fee. It is not possible to cancel a membership or request a refund of fees paid, in part or full, during the Membership Period.
6. Your membership allows you to access the fitness suite during opening hours (see below at clause 10). It also allows you to attend any of the advertised programme of fitness classes (subject to booking and availability) and use the sports hall, astro turf and squash courts (subject to booking and availability). You will not be allowed access to the strength and conditioning room.
7. Membership does not guarantee access to classes/facilities. You must book to reserve your place by booking via the telephone, on-line or at reception
8. Your membership applies to you personally: you cannot lend, assign or transfer it to another person. If you book any of the facilities for any team sport / activity e.g. 5 a side football you cannot allow non-members, family, friends or other individuals that are external to the university to take part.
9. To gain admission to Hope Park Sports and to take part in any chosen activity, you must have your membership card with you. It is required at all times and must be swiped on entry. Failure to have a membership card when using the facility may result in a short term suspension or termination of your membership. If your membership card is lost or stolen there will be a £5 charge for a replacement.
10. The following opening times apply to your membership  
Monday – Friday 7.30am – 9.30pm  
Saturday – Sunday 10am – 4pm

Hope Park Sports will be closed on all public Bank Holidays, during the University's Christmas closure period and may operate on reduced hours during the summer and other times of the year. There may be changes to the opening hours during University exam periods; graduation ceremony or any other University events.

11. Please note that the opening hours may on occasion need to be changed due to repairs, maintenance, holiday periods or other factors outside our control, but we will give you advance warning wherever possible. Refunds will not be applicable under these conditions.
12. You must leave Hope Park Sports before 9.15pm on weekdays; the last booking will be between 8.00pm – 8.55pm, with the last admission to the fitness suite being 8.30pm with the fitness suite closing time being 9.00pm. Over the weekend periods you must leave Hope Park Sports by 3.45pm; the last booking will be between 2.00pm-2.55pm, with the last admission to the fitness suite being 3.00pm; the fitness suite will close at 3.30pm.
13. We will endeavour to give prior notice of any alteration to or cancellation of activities or centre programmes but reserve the right to do so without prior notice.

### **Lockers**

14. Lockers are provided for the use by members only whilst using the facilities at Hope Park Sports. Lockers have a charge of £1.00 which is refundable. A £10 charge will be made for lost locker keys in order to cover the cost of replacing the mechanism.
15. Any items left in lockers at the end of each day will be removed and recorded as lost property. Lost property (including items from lockers) will be kept for one month and then disposed of.
16. We will not be responsible for the loss of members' property when attending Hope Park Sports or using related facilities. We are only liable for lost or damaged personal property where the loss or damage results from our negligence.

### **The Membership Rules**

17. All reasonable instructions by us should be followed at all times. We reserve the right to require any member or visitor to leave the sports areas, to refuse access, and suspend or terminate membership.
18. We will not tolerate violent, abusive, disrespectful, harassing or intimidating behaviour. Persons exhibiting unacceptable behaviour will be asked to leave the premises. CCTV cameras are in operation in Hope Park Sports.

19. You should make yourself aware of any rules and instructions including warning notices displayed within Hope Park Sports. Exercise carries its own risks. You should not carry out any activities which are not suitable for you.
20. Photography of any kind is not allowed at Hope Park Sports unless written permission is received from Hope Park Sports Manager.
21. You must wear appropriate clothes and shoes when taking part in a sporting activity or attending the fitness suite. No jeans or flip-flops are permitted. When using the astro turf you must at all times wear the correct footwear that is appropriate to the sport that you are taking part in and footwear that is suitable to the surface that you are playing on: Do not wear spiked footwear on the astro turf; Do not wear footwear that have worn soles, and Do not wear bladed footwear.
22. When using the Sports Hall or Squash Courts Do not wear marking footwear i.e. Astroturf boots or black soles and always make sure that footwear is clean before entering the Sports Hall and Squash Courts.
23. Equipment must be wiped down after use.
24. No bags are allowed on Hope Park Sports floor at any time.
25. No food is to be consumed in Hope Park Sports (except in the café). When using Hope Park Sports and in particular the fitness suite plastic bottles may be used.
26. You must not abuse the equipment or facilities at Hope Park Sports (you will be liable to pay for any negligent or deliberate damage to property). A £5 charge will be made for broken hire rackets, in order to cover the cost of replacement.
27. Smoking, including the use of e-cigarettes is not allowed in any part of Hope Park Sports. Possession of alcohol, narcotics or other mood-altering substances is not permitted, neither is the use of Hope Park Sports while under the influence of any of these substances.
28. If the fitness suite is noticeably busy, the maximum time on cardiovascular equipment will be 15 minutes and you are requested to allow other members to use resistance machines between sets.
29. Mobile phones should only be used for listening to music; telephone calls must be taken outside of the fitness suite. If you need to bring in a mobile, please ensure it is on silent and go outside for any conversations

30. Do not exercise if you feel faint or you are unwell.
31. Please follow the guidelines for safe and comfortable exercise, which are displayed in the fitness suite.
32. We may refuse admission to or ask you to leave Hope Park Sports if we reasonably believe that you have broken any section of these terms and conditions. No refund will be given if you are asked to leave Hope Park Sports in such circumstances.

### **Making a Booking and Cancellation Fees**

33. In order to be able to attend a class or book out any of the facilities at Hope Park Sports, you will need to make an advance booking. All bookings can only be made up to 7 days in advance. 24 hours' notice must be given to cancel or change a booking for use all facility space that has been hired by you. 3 hours' notice cancellation is required for any booked classes. If the requisite notice is not received by us, then a charge will be applied. For booking any facility space (such as the Sports Hall for 5 a side football for example) you will be charged £5 for not giving at least 24 hours' notice of cancellation. For not giving at least 3 hours' cancellation notice for booking one of the classes, the charge will be £3. Your membership will be suspended until the fine is paid. You can cancel a booking by calling 0151 291 2911.
34. Members with two class strikes (i.e. not attending without formally cancelling within the 3-hour advance notice period) within 30-day period will automatically result in the loss of rights to book onto a class for a 30-day period from the date when the second class strike occurs
35. All bookings for facility hire and classes will be for 55-minute duration and it will be your responsibility to ensure that the area(s) being used are vacated on time.

### **Data Collection**

36. In the course of your membership, we may collect certain personal information about you including personal details, financial details and information about your health. We will use this information for purposes including managing your membership and communicating with you. You will always be given the opportunity to opt out of such communications. You have the duty to keep your personal information up to date and to inform us of any significant changes.

37. We will limit access to the processing of and use of your personal information to our employees and management who may, from time to time, require its use for marketing or other services. In addition, from time to time, we may need to make your personal information available to third parties such as legal authorities, University management and professional advisors.
38. Please contact Hope Park Sports Manager if you have any questions or concerns about how we will use and store your personal information or if you wish to exercise your right to access, modify, object to the use of or request the deletion of your personal information.
39. You acknowledge that you have read and understand the provisions of this Data Collection clause and that you agree that we may collect, use, process and disclose your personal information as described.
40. The Contracts (Rights of Third Parties) Act 1999 is excluded.
41. This agreement shall be governed by English law and the English courts shall have exclusive jurisdiction to deal with any disputes arising in relation to it.