

University of Winchester Gym Terms and Conditions

1.0 Gym Pass: Joining

- 1.1 All gym users must accurately complete a pre-exercise medical screening questionnaire before using the gym. The University reserves the right to refuse usage of the gym based on medical concern or prior medical history, if the individual's health is at risk. Users are responsible for monitoring their own physical condition throughout any activity undertaken in the sports facilities and should any unusual symptoms occur they must immediately refrain from participating in the activity and inform a fitness instructor or any member of staff.
- 1.2 Gym users must be age 18 years plus or 16 years plus with signed parental consent.
- 1.3 You will be subject to all rights and obligations according to the type of gym pass for which your application has been accepted.
- 1.4 All users of the gym must have a valid Gym Pass agreement. Anyone caught without up to date payment will be asked to leave the facility until further notice.

2.0 Gym Pass & benefits

- 2.1 Your gym pass type is set out on your application form.
- 2.2 With your gym pass you are permitted to use additional facilities to the gym. These include only the Athletics Track casual use & Badminton Courts. Please note this is subject to availability and you must call the main reception desk to book use of these facilities. The MUGA, All-weather pitch, full Sports Hall hire are charged at an extra rate.
- 2.3 Fitness & Wellbeing classes are charged at an extra rate, for stated periods only these will be included in all Gym Pass rates at no extra cost.
- 2.4 Please note our Fitness & Wellbeing Class Timetable will change over seasons & semesters.

3.0 Fees and charges

- 3.1 The first gym pass payment becomes payable immediately upon signature of your application in accordance with the amounts and payments set out.
- 3.2 In order to qualify for any discounted gym pass you are required to supply evidence of your eligibility. A list of evidence can be provided on request.
- 3.3 Gym pass fees shall be fixed by the University and may be altered at any time, subject to giving 1 months' notice, except to annual gym pass. Gym users who do not wish to accept an increase should cancel their gym pass by giving one month's notice.
- 3.4 Gym pass fees are non-refundable unless cancelled within the first 14 days of subscription.
- 3.5 Gym users may upgrade their gym pass at any time on payment of the appropriate difference between the two price levels.
- 3.6 Gym users are asked to notify the University of Winchester of any changes to their contact details.
- 3.7 On acceptance of an application, a gym user will have their staff/student card activated or be issued with a card as an external gym user, Cards issued remain the property of the University of Winchester.
- 3.8 Cards may not be used by anybody other than the subscribed gym pass holder. Any misuse of a gym pass card may result in termination of the gym pass without refund of subscriptions paid.
- 3.9 In the case of lost cards, replacement cards can be obtained from the reception desk. A replacement card fee of £5 will be charged. Any student or staff member that loses their card should gain a replacement from IT.
- 3.10 Some classes are charged at an additional fee to gym -pass fees. All classes are subject to availability.
- 3.11 Gym Pass Promotion, if you have joined on a special promotion package please note that rates are likely to return to normal pricing after this period.

4.0 Facilities /Services

- 4.1 Gym pass holders must produce their card on each visit to the facilities. Any misuse of the gym pass card may result in immediate termination of your gym pass.
- 4.2 We reserve the right to close areas of the facility or have equipment out of use from time to time at our discretion e.g. for repairs and maintenance, refurbishment, deep cleaning, and events.
- 4.3 Details of opening hours are displayed on our website and at the reception. These may be subject to change upon provision of one weeks' notice where reasonably possible.
- 4.4 Personal belongings are brought into the facility at the users own risk and the University of Winchester does not accept liability for loss or damage to users property on the premises. Gym users are advised to use the lockers provided for their personal belongings. Padlocks for lockers can be purchased from the Gym reception.
- 4.5 Parking at the facility is detailed within the University car parking regulations.
- 4.6 No pets are permitted in the facility.
- 4.7 Fire Exits are clearly marked and gym users must not interfere or obstruct these doors for any reason.
- 4.8 Gym users are requested to wipe down fitness equipment after use.
- 4.9 Gym users are requested to wear clothing appropriate to the activity they are engaged in.
- 4.10 During vacation periods of the University please note that opening & closing times could change, this also includes Bank Holidays.

5.0 Lockers/Lost property

- 5.1 Gym users must not reserve lockers. Lockers will be emptied on a daily basis. Any lockers left locked will have their padlocks removed and in the process padlocks will be disposed. Items found will be kept for a limited period only and treated as lost property.
- 5.2 Lost property will be kept for a period of one month and then disposed of.
- 5.3 Lockers will be out of use until further notice, due to the COVID restrictions & guidance.

6.0 General

- 6.1 The University reserve the right to amend the terms and conditions. Any changes or amendments will be notified to users via email.
- 6.2 A gym user accepts that they enter into any activity at the facility entirely at their own risk. The gym user further accepts that, in the absence of negligence on the part of the University, they will not hold the University responsible, its health and fitness instructors, or other employees, servants or agents (including any independent contractor) for any damages resulting from, but not limited to, injury, death incurred or arising from any activity undertaken at the facilities.
- 6.3 The University reserves the right, with absolute discretion, to refuse the admission of any person to the facility or to evict any person from the facilities. If in the opinion of the University there has been any damage, breach of conditions or for any other reason the University deems appropriate.

7.0 Gym Pass Term

- 7.0 A minimum period of 3 months applies to all contracts. After this period customers may pay a minimum of one month gym pass. You cannot cancel your gym pass during this minimum gym pass period other than in accordance with sections 8.1 and 8.2.
- 7.1 Freezing of Gym Passes is not available unless a doctor's note is provided.
- 7.2 It is forbidden to transfer/share your Gym Pass.

8.0 Termination by you

- 8.1 Staff Members that pay by monthly salary deduction can cancel their gym pass by giving 1 months' notice in writing to the Sports Facilities Development Manager.
- 8.2 At the discretion of the Sports Facilities and Development Manager gym passes can be cancelled within the minimum gym pass period for the following reasons:
 - a) You are unable to use the facilities through serious illness or injury which precludes you from using the facilities for a period of at least 1 calendar month. The University may if necessary request evidence of your illness or injury, for example a doctors certificate.
 - b) You have been made redundant and can provide written evidence for example, a letter from your employer or a copy of a P45 form.
- 8.3 Gym pass fees that have been cancelled within the first 14 days of subscription, will be refunded by the University's Finance department. No cash or card refunds can be given directly by the Gym staff. Any refunds need to be authorised by the Sports Facilities Development Manager – once the appropriate information has been gathered, a refund request form will be completed and submitted to the Finance Department for payment.

9.0 Termination by us

- 9.1 We may terminate this contract in the following circumstances with no refund or notice.
 - a) If you commit a serious or repeated breach of this contract.
 - b) If any part of your gym pass fee remains unpaid 14 days after its due date for payment.
 - c) If you provide us with details which you know to be false when applying.
 - d) For inappropriate behaviour within the facility (eg. Misuse of equipment, non-payment of fees, disorderly conduct which might cause annoyance or danger to others)

10.0 COVID-19 Guidelines:

- 10.1 All members are expected to have adequately risk assessed their health in accordance to COVID-19 and do not attend the gym if they feel unwell.
- 10.2 All users are expected to abide by the COVID-19 guidelines and Government guidance on display at the University Gym.
- 10.3 Any person or group failing to comply with this guidance or that informed by the Gym Staff, will be asked to leave the premises for the safety of others.
- 10.4 The Gym will retain attendance registers for a minimum of 3 weeks for Track & Trace purposes, if required.
- 10.5 Any members that become unwell with COVID symptoms and have visited the Gym or other Sports Facilities, must inform the Sports facilities manager immediately.

www.winchester.ac.uk/sport

Please email SportsEnquiries@Winchester.ac.uk for further information.



UNIVERSITY OF
WINCHESTER
SPORTS FACILITIES

The contract will be governed by English Law.