

**Terms and Conditions of Annual & Termly Membership**  
**Applicable to all Annual & Termly members**

**1. Definitions**

- 1.1. Member: A user who pays an annual/termly fee entitling them to enjoy the benefits of this Agreement in particular the use of some or all of the Facilities. Membership categories are Gold+, Gold & Silver (Silver membership applicable to Students only) or Courts & Classes (Staff only).
- 1.2. Website: [www.le.ac.uk/sports](http://www.le.ac.uk/sports)
- 1.3. Facilities: Facilities: the premises, equipment and other facilities of the Centre
- 1.4. User Conditions: means the User Terms & Conditions applicable to all Users of the Centre available on the Website.
- 1.5. The Centre: Sport and Physical Activity operating from the Centre's locations on University premises being The Danielle Brown Sports Centre, The Roger Bettles Sports Centre and the Princess Road Squash Courts.
- 1.6. Membership Email: [membership@le.ac.uk](mailto:membership@le.ac.uk)
- 1.7. The University: The University of Leicester, Leicester LE1 7RH

**2. Proof of status/residence**

- 2.1 Students are required to provide their University card as proof of status. The Sports and Recreation Service may also check data held by other sections of the University in order to provide proof, i.e. with HR for staff and Alumni Relations for alumni.
- 2.2 Staff are required to provide their University email address & payroll number as proof of status and any additional documentation to confirm their entitlement to membership as a member of university staff.
- 2.3 Associates are required to provide sufficient documentation to prove their status as a university associate and thus their entitlement to this category of membership.
- 2.4 Alumni members are asked to provide their year of graduation and the course studied so their status may be verified. To qualify for the alumni discount on the annual fee alumni must be registered with the University alumni office.
- 2.5 Public members of The Roger Bettles Sports Centre are required to provide proof of previous membership of the university sports facilities or proof of their residential address lying within 1 mile of The Roger Bettles Sports Centre to qualify for public membership. In addition one form of photographic ID (Driving License, Passport) and a recent bill from a statutory authority (i.e. Council Tax, Utility company [not a mobile 'phone company']) is required.
- 2.6 If a Member during this Agreement is no longer a student, member of University staff or associate of the University they must immediately notify the Centre using the Membership Email.
- 2.7 If a Member's personal details change they should inform us as soon as possible via email to the Membership email or via any Sports Centre reception.

**3. Cooling Off Period**

- 3.1 Members may cancel their membership within 14 days from the date of their acceptance to the terms of this Agreement. To cancel, Members must send an email to the Membership Email within the 14 days.

#### **4. Membership Rights**

- 4.1 Members shall enjoy the following rights
- 4.2 Alumni, Associate and Public members of the Roger Bettles Sports Centre may not under their Membership rights use the Stoughton Road Playing Fields or other outdoor facilities at The Roger Bettles Sports Centre other than the tennis courts. Public members may not use the squash courts or The Danielle Brown Sports Centre.
- 4.3 Public members of the Danielle Brown Sports Centre may not under their Membership rights use the Stoughton Road Playing Fields or other outdoor facilities at The Roger Bettles Sports Centre. Public members may not use the squash courts or The Roger Bettles Sports Centre.
- 4.4 The University may vary membership rights and vary any services delivered to members. In particular closing and opening times remain subject to change. Facilities remain subject to change. Activities e.g. classes organised by the Centre, remain subject to change. Change includes both withdrawal and re-timetabling.
- 4.5 Members will be required to cease using Facilities or not start use of Facilities at times specified. As a minimum, all Members must usually cease use of the Facilities 30 minutes before closing time. Where further restrictions on times of usage, usage must not start later than 30 minutes before the end of the permitted use time. Members may not be present in the sports/exercise areas outside of their permitted use times.
- 4.6 The University will not be held liable where its services cannot be delivered through circumstances beyond its reasonable control e.g. through staff absence and severe weather conditions.

#### **5. User Conditions**

- 5.1 Members must also comply with the User Conditions.
- 5.2 Particular attention is drawn to Point 6.1 of the attached User conditions: The University reserves the right to require any User to leave the Centre and any other part of its premises, to refuse access, impose further conditions on access and suspend or terminate membership, if the User behaves in an aggressive or harassing manner towards its staff or other users, or behaves in any other way deemed unacceptable. Examples of unacceptable behaviour include not attending bookings e.g. booking a place for a class and then not attending.

#### **6. Payment**

- 6.1 The current annual fees for Membership are shown on the web site and will be confirmed to you at the time of application.
- 6.2 Members will pay the relevant annual fee on acceptance of this Agreement.
- 6.3 If a Member does not make full payment within 3 days of acceptance of this Agreement the University may suspend or terminate Membership.
- 6.4 The University may automatically increase the Annual Fee by up to 5%.
- 6.5 If there is to be an increase in the Annual Fee the University will give Members notice of that increase through email. If the increase is to be more than 5% Members may within 14 days of the University's notice terminate their Membership. Notice must be sent to the Membership Email Address.

#### **7. Duration**

- 7.1 Membership shall continue for 1 year from the start date of Membership except for student annual membership which terminates on the 31st August of each academic year regardless of the date of purchase.
- 7.2 Student termly memberships terminate 12 weeks from the date of purchase.

#### **8. Early termination and Suspension of Membership**

- 8.1 The University may terminate or suspend Membership if the Member breaches any terms of this Agreement (including for the avoidance of doubt breach of User Conditions).
- 8.2 Where (i) a University student defers or permanently withdraws from their programme of study or (ii) a member of University staff ceases employment with the University within 6 months from the date the student/staff accepts the terms of this Agreement, a percentage of fee will be refunded. If

it is within 3 months of acceptance 50% of the fee paid will be refunded. If between 4 and 6 months, 25% of the fee paid will be refunded. There will be no refund if the individual leaves more than 6 months after acceptance. Any reason other than where (i) a University student defers or permanently withdraws from their programme of study or (ii) a member of University staff ceases employment with the University within 6 months from the date student/staff accepts the terms of this Agreement, is at the discretion of the Centre.

- 8.4 To enjoy the refunds under 8.2 Members must send notice of their leaving and their desire for a refund to the Membership Email at least 2 weeks before their leaving. Confirmation of leaving may be required.
- 8.5 Where a Member is given student or staff Membership that Membership shall immediately terminate if they cease to hold that same status as student or member of staff.
- 8.6 Subject to the completion of any accrued responsibilities up to the date of termination where Membership terminates so does this Agreement.
- 8.7 Membership may be frozen or temporarily suspended once during the period by the Member, except student annual & termly memberships. The membership will be extended on a 1:1 pro-rate basis during this period.
- 8.8 Where a membership is held as a Public, Associate or Alumni – the termination must be emailed to membership@le.ac.uk.
- 8.9 You will receive emailed notification of your cancellation request.
- 8.10 A refund will be processed for the remaining FULL months of your membership with a valid termination request.

## **9. No transfer of Membership**

- 9.1 Membership is personal to the Member. Members are not permitted to allow any other persons to use their Membership. In particular, others may not use Members cards to book Facilities or gain entry to the Centre.

## **10. Membership Cards**

- 10.1 Students will have their Membership recorded on their University card. Staff will have their membership recorded on their University ID card. All other members will be issued with a separate membership card.
- 10.2 A replacement student University card can be obtained from the Academic Office, Fielding Johnson Building; a charge will be made.
- 10.3 A replacement Membership card for non-staff & students is available from any sports centre reception desk at the cost of £5 administration fee.
- 10.4. Members shall be bound by the additional membership conditions (including any variations to those conditions) detailed on the Website.
- 10.5. Students or staff may be required to provide proof of status.
- 10.6. Members must use and carry about them at all times their membership card. Entry and use of the Facilities as a Member may be denied where a Member cannot produce their membership card. Centre staff may at their absolute discretion allow entry and use of the Facilities where alternative ID can be produced. Entry and use of the Facilities as a Member may be denied where a Member cannot produce their membership card.
- 10.7. Membership cards are individual to the member concerned and must not be given or lent to any third parties.
- 10.8. Users are responsible for the safe keeping of their membership card. Pending any investigation regarding the suspected wrongful use of a card the right to use the Facilities may immediately be temporarily suspended.
- 10.9. Any found, lost or stolen membership cards must be immediately reported using the Service email address: sport@le.ac.uk

**11. Data Protection**

- 11.1 The information that you provide will be used by club staff for the purposes of the administration and effective running of the Club. Your data will be treated with sensitivity and in confidence at all times. Data will not be disclosed to external organisations, other than those acting as agents for the University on matters relating to the Roger Bettles Sports Centre or the Danielle Brown Sports Centre. Your data will normally be held for up to six months after your membership has ended and will then be destroyed.
- 11.2 If you wish to see information that is held about you please contact the Club Manager in the first instance; we may refer you to the University of Leicester's Data Protection Officer if we are unable to deal with your enquiry.