

Monthly membership agreement between a member and the University of Leicester

1. Definitions

- 1.1. Member: A user who pays a monthly 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 & Courts & Classes (Courts & Classes applicable to Staff only).
- 1.2. Website: www.le.ac.uk/sports
- 1.3. 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 the 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
- 1.7. The University: The University of Leicester, University Road, Leicester LE1 7RH

2. Alumni, Associate, Honorary staff & Staff Members

- 2.1 Alumni, Associate and Honorary staff and university staff may be required to provide 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 If a Member during this Agreement is no longer an honorary member of the University staff they must immediately notify the Centre using the Membership Email.

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.
- 3.2 Recognising that Members may wish to delay the start of their Membership until after the date of their acceptance of these terms, Members may also cancel their membership within 14 days from the start date of their Membership. 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 monthly fees for Membership for each category are shown on the website.
- 6.2 Members will pay the relevant pro-rata monthly fee on acceptance of this Agreement.
- 6.3 Members will pay the Monthly Fee every calendar month.
- 6.4 If a Member is a University employee payment will be made by automatic deduction from their wage through the University's payroll system.
- 6.6 If a Member is not a member of the University payment will be made by direct debit.
- 6.7 The University may automatically increase the Monthly Fee by up to 5%.
- 6.8 If there is to be an increase in the Monthly 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.
- 6.7 If a Member does not make payment on time the University may terminate Membership or suspend all of the Membership rights until payment has been made.
- 6.8 During their Membership members must pay their monthly fees for Membership whether they use the Centre or not (unless the member has frozen their Membership in line with section 8).

7. If payment fails

- 7.1 This section sets out what will happen if a member does not pay their monthly fee for Membership because:
- the account details the member gave us for the direct debit are wrong;
 - there is not enough money available in the member's bank account;
 - a member has cancelled their direct debit without giving us the notice we need as set out in section 8.
- 7.2 While a member owes the University payments, they will not be allowed to enter the Centre. We can take action to collect these payments as follows.
- If the account details a member gave us for the direct debit were wrong.
We will ask the member to make the payment by cash, debit card or credit card and for the member to give us their correct bank details. If we do not receive these, we will cancel their Membership at the end of that calendar month, irrespective of whether payment has been made.
 - If there is not enough money available in the member's account.
We will ask the member to make the payment by cash, debit card or credit card. If the member owes for two months we will cancel their Membership at the end of the second calendar month.
 - If a member has cancelled their direct debit without giving us the notice we need as set out in section 8.
We will ask the member to make the payment by cash, debit card or credit card. We will cancel their Membership at the end of that calendar month.

8. Termination and Suspension

- 8.1 The University may terminate Membership if the Member breaches any terms of this Agreement (including for the avoidance of doubt breach of User Conditions).
- 8.2 If a Member wishes to terminate their Membership an email must be sent to the Membership Email Address. We must receive this by the 15th day of the calendar month for the Membership to terminate at the end of the same calendar month. If we receive notification after the 15th day of the calendar month Membership will then terminate at the end of the next calendar month. For example, if we receive notice on the 16th March, it will be effective from 30th April.
- 8.3 Where a Member is given staff Membership that Membership shall immediately terminate if they cease to hold that same status as a student or staff member.
- 8.4 Subject to the completion of any accrued responsibilities up to the date of termination where Membership terminates so does this Agreement.

- 8.5 A Member may freeze (suspend) their Membership for between one and 12 full calendar months for the following reasons only: Pregnancy, Illness, and Injury. If a Member chooses to cancel their Membership this should be done in accordance with 8.2.
- 8.6 If a Member wishes to freeze their Membership an email must be sent to the Membership Email Address. We must receive this by the 15th day of the calendar month. We will decide whether or not to freeze your Membership, and we may ask you to provide proof your pregnancy, illness or injury. If we agree to freeze your Membership we will do so from the first day of the following calendar month. We cannot freeze it from an earlier date and we will not refund monthly fees paid before the Membership was frozen.
- 8.7 When a Member asks to freeze their Membership they will need to tell us when they plan to return. We will automatically start their Membership again, and start taking any direct debits, on the date they tell us they want their Membership to start again.
- 8.8 Members will not pay the Monthly Fee while their Membership is frozen (suspended).
- 8.9 Members still need a live direct debit while their Membership is frozen. If a Member cancels their direct debit their Membership will be cancelled in accordance with 8.2.
- 8.10 Freezing (suspending) a Membership is not the same as cancelling a Membership. If a Member wishes to cancel they must follow the procedure shown in section 8.
- 8.11 A Member will not be allowed to use the Centre while their Membership is frozen.

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 Member's cards to book Facilities or to gain entry to the Centre.

10. Membership Cards

- 10.1. Members will be issued with a Membership card.
- 10.2. A replacement Membership card is available from any Sports Centre Reception desk at the cost of £5 administration fee.
- 10.3 Members shall be bound by the additional membership conditions (including any variations to those conditions) detailed on the website.
- 10.4. 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.
- 10.5. Membership cards are individual to the Member concerned and must not be given or lent to any third parties.
- 10.6. Users are responsible for the safe keeping of their Membership card. Pending any investigation regarding the suspected wrongful use of a card membership/ right to use the Facilities may immediately be temporarily suspended.
- 10.7. Any found, lost or stolen membership cards must be immediately reported using the Centre's 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 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 Centre 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.