Coventry University Sport and Recreation Centre
Health Declaration and Terms and Conditions of Membership

HEALTH DECLARATION

Please read the following health information carefully

1. Your health is your responsibility.

2. Coventry University Sport and Recreation service is dedicated to helping you take every opportunity to enjoy the facilities and services that we offer. However, we ask you not to exercise beyond what you consider to be your own abilities.

3. If you are aware of, or concerned that you might have, any medical condition which may affect your ability to exercise safely, including any of the conditions listed below, we strongly recommend that you seek and follow advice from an appropriate medical professional and/or liaise with a member of the Coventry University Sport and Recreation Centre to understand how we can best accommodate your needs (as appropriate), before you continue with this registration or begin to use our equipment, facilities and/or services (including online classes).

4. In particular, if you have ever suffered or experienced any of the following, we strongly recommend that you seek advice from a relevant medical professional, and that, where appropriate, you liaise with a member of our team to understand how we can best accommodate your needs, before registering with us or using our facilities and/or services:

   Where your doctor has said at any point that you have a heart condition, and/or has ever recommended only medically supervised physical activity

   Where you have ever experienced chest pain brought on by physical activity

   Where you have developed chest pain within the last month

   Where you have ever lost consciousness or fallen over as a result of dizziness

   Where you have a bone, joint or back problem that could be aggravated by your intended physical activity

   Where your doctor has ever recommended medication for your blood pressure or heart condition

   Where you aware, through your own experience or a doctor’s advice, of any physical reason why you should not exercise without medical supervision

5. You should make yourself aware of any rules and instructions relating to the use of our facilities and services, including warning notices, and follow them. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you, or contrary to any reasonable instructions given to allow you to exercise safely.
1. About These Terms and Conditions

1.1 What these terms and conditions cover. These are the terms on which Coventry University provides access to the Facilities and any Additional Services (including online classes) (both as defined below).

1.2 Why you should read them. Please read these terms carefully before you apply for membership. These terms tell you who we are, how we will provide services and access to facilities to you, how you and we may change or end the contract, what we expect of you, what to do if there is a problem and other important information.

1.3 Who we are. We are Coventry University, Coventry University is a higher education corporation incorporated in England under the Education Reform Act 1988. Our administrative offices are at Priory Street, Coventry, CV1 5FB.

1.4 How to contact us. For general enquiries you can contact us using the telephone number or email address at the foot of these terms and conditions.

1.5 Definitions. In these terms and conditions when the following words appear in capital letters they have the following meaning:

**Additional Services:** High Performance Suite, Unique Physiotherapy Clinic, Health and Performance Clinic, CU Active Programme, personal programs, fitness workshops, Active Life Group Exercise classes (online and onsite), and other activities provided by Coventry University at the Facilities or (where appropriate) online from time to time as advertised on our website, social network pages and through in house promotions.

**Code of Conduct:** the code of conduct put in place from time to time, a copy of which can be found at the end of these terms and conditions.

**Facilities:** the facilities at the Sport & Recreation Centre on Whitefriars Street, Coventry, CV1 2DS and The Place on Westwood Heath Road, Coventry, CV4 8GP.

**Guest Members:** individuals accompanying Members in their use of the Facilities or Additional Services (excluding online classes) as authorised by Coventry University in its absolute discretion subject to these terms and conditions.

**Health Declaration:** the health declaration detailed above these terms and conditions and made available to you and/or any Guest Members upon registration to use the Facilities.

**Induction:** a tour of the Facilities which shall include information on the equipment and activities available.
Member: the individual who has purchased a membership to access the Facilities and Additional Services in accordance with these terms and conditions.

Membership Fee: the fee appropriate to the level and type of membership taken as published and amended from time to time as published on our Website.

PAYG Member: an individual who has not purchased a full membership but who may attend online and onsite Active Life Group Exercises on an ad-hoc pay-as-you-go basis subject to the payment of the applicable fee.

Virtual Induction: an Induction delivered online through a pre-recorded training video.

1.6 All membership access to the Facilities and Additional Services are provided by Coventry University upon these terms and conditions.

2. Eligibility and Membership

2.1 Only Members, PAYG Members and Guest Members may access and use the Facilities and Additional Services subject to these terms and conditions.

2.2 To be eligible to become a Member, you must be a current student or member of staff at Coventry University or you must qualify under your employer's corporate membership package with Coventry University and you must:

   a) be a minimum age of 16;

   b) submit a membership registration, either online or in paper form, and accept the Health Declaration and these terms and conditions;

   c) ensure that you inform us of any changes on an ongoing basis during the term of your membership;

   d) in the case of Coventry University staff and students, produce a valid Coventry University identity card;

   e) complete an Induction if required in accordance with the level of membership purchased or if you request to use the fitness or high performance suite at any time.

   f) pay the appropriate Membership Fee at the Coventry University Sport Centre reception at the time of joining and/or on an ongoing basis as applicable.

2.3 Coventry University shall have absolute discretion as to whether or not to accept an application for membership.

2.4 The type and level of membership will determine the extent of the Facilities you are entitled to use and the times of use, the Membership Fee payable, access to Additional Services and therefore whether any additional charges may become payable. Details of the types and levels
of membership and any additional charges applicable for use of the Facilities are published on our website and are available on request.

2.5 Memberships may not be downgraded at any point during the membership term, but certain levels of membership may be eligible to be upgraded for additional charges upon request. If the membership is upgraded, this will not impact the expiry date of the membership.

2.6 Memberships are not transferable from one Member to any third party under any circumstance.

3. Guest Members

3.1 Admission of Guest Members. Coventry University may, in its absolute discretion, allow a maximum of 3 Guest Members per Member to access the Facilities and Additional Services (excluding online classes), whilst accompanied by the Member. Access to the Facilities and Additional Services (excluding online classes) by Guest Members is limited to sport activities booked by the Member and provided that each Guest Member:

   a) is at least 16 years in age or if under 16 is accompanied by a parent or guardian;

   b) has completed a membership registration, either online or in paper form, and has accepted the Health Declaration and these terms and conditions;

   c) has paid the appropriate Guest Member fee and any additional fees applicable as described below in paragraph 4.

3.2 Responsibilities of Members and Guest Members. Each Member will be responsible for the actions of its Guest Members as if they were their own actions. Each Guest Member must at all times:

   a) comply with these terms and conditions;

   b) comply with the Code of Conduct; and

   c) be accompanied at the Facilities by the relevant Member.

3.3 Refusal of Guest Admission. Coventry University reserves the right to refuse access to the Facilities and Additional Services to Guest Members at any time. If a Guest Member is refused access or is required to leave the Facilities or Additional Services (for example, an online class) as a result of their conduct regarding paragraph 3.2 above, no refunds will be payable.

4. PAYG Members

4.1 Admission of PAYG Members. Coventry University may, in its absolute discretion and subject to the payment of the applicable fee, allow an PAYG Member to access the Facilities (where applicable) to attend Active Life Group Exercise classes (either onsite or online), and provided that each PAYG Member:

   a) is at least 16 years in age or if under 16 is accompanied by a parent or guardian;
b) has completed a membership registration, either online or in paper form, and has accepted the Health Declaration and these terms and conditions;

c) has paid the appropriate pay-as-you-go fee and any additional fees applicable as described below in paragraph 5.

4.2 Responsibilities of PAYG Members. Each PAYG Member must at all times:

a) comply with these terms and conditions; and

b) comply with the Code of Conduct.

4.3 Refusal of Admission. Coventry University reserves the right to refuse access to the Facilities and Additional Services to PAYG Members at any time. If a PAYG Member is refused access or is required to leave the Facilities or Active Life Group Exercise classes as a result of their conduct regarding paragraph 3.2 above, no refunds will be payable.

5. Fees and Payment

5.1 Membership Fee (Coventry University Staff and Students). Each Member shall pay the appropriate Membership Fee, as applicable, as it becomes due as follows:

a) Coventry University Students: an upfront payment made payable by cash or credit or debit card.

b) Coventry University Staff: an upfront payment made payable by cash or credit or debit card or alternatively monthly salary deductions via the staff payroll.

5.2 Membership Fee (Corporate Members). An upfront payment made payable by cash or credit or debit card unless agreed otherwise with us.

5.3 Other fees that you may be required to pay. Depending on the extent to which you intend to use the Facilities and any Additional Services, the following additional fees may be payable, as applicable from time to time:

a) a charge will be applicable to access Facilities that are not included within your membership level or type;

b) fees in respect of Additional Services, as applicable and as purchased from time to time;

c) PAYG Member fees as applicable from time to time for each PAYG Member to participate in a pre-booked Active Life Group Exercise class (either onsite or online);

d) Guest Member fees as applicable from time to time for each Guest Member and on each occasion they participate in activities pre-booked in the sports hall;
e) upgrade fees in respect of a change of membership level or type;

f) any additional fees in respect of the hire of equipment at the rates currently in force;

g) a fee to access the Facilities in the event that the Member forgets or misplaces their ID Card;

h) a fee to continue accessing the Facilities in the event that the Member does not turn up to a group exercise class without providing at least 24 hours’ notice of cancellation; and

i) a fee to continue accessing the Facilities in the event that the Guest Member does not does not turn up to a sports activity booking without prior cancellation providing at least 24 hours’ notice of cancellation

j) a fee to continue accessing the Facilities in the event that the PAYG Member does not does not turn up to a group exercise class without prior cancellation providing at least 24 hours’ notice of cancellation.

5.4 The Member agrees to pay any part payments for membership when due (if applicable).

5.5 Membership Fees and all other fees may be subject to change. Coventry University reserves the right to vary all membership fees and additional charges and will publish any changes on our website.

6. Induction & Membership Cards

6.1 Depending on your level of membership you may be required to complete an Induction upon joining before you are able to use the CU Active Fitness Suite and High Performance Suite. The Induction may be delivered by a qualified instructor, or may be delivered virtually through a pre-recorded training video (a Virtual Induction).

6.2 Members that are required to undertake an Induction must book in with reception, either online, via telephone, or in person, to arrange a suitable day and time to complete either an Induction with a qualified instructor, or a Virtual Induction.

6.3 Inductions may be completed individually or as a group at the same time with a qualified instructor or through a Virtual Induction.

6.4 Inductions and Virtual Inductions are booked for a maximum of 1 hour. Induction time with an instructor will vary depending on the individual's previous experience and facility demand. If you miss your Induction or Virtual Induction you will be required to re-book with reception either online, by telephone, or in person.

6.5 Members undertaking Inductions must be in appropriate gym wear. There are no dress requirements for Virtual Inductions.

6.6 If you are a current student or staff member, membership will be activated to your ID card of Coventry University.
6.7 If you qualify under your employer’s corporate membership package with Coventry University you will be issued an ID card upon joining.

7. Access to the Facilities

7.1 Opening Times. The opening hours for the Facilities are set out below and are subject to the Coventry University term dates and vacation dates. The opening hours below are subject to change. Coventry University reserves the right to alter these without prior notice.

- **Term-time only**
  - Monday to Friday: 07:00 – 22:00 (last entry time 9.30pm)
  - Saturday and Sunday: 10:00 – 18:00 (last entry time 5.30pm)

- **Vacations**
  - Monday to Friday: 07:00 – 19:00 (last entry time 6.30pm)
  - Saturday: 10:00 – 18:00 (last entry time 5.30pm)
  - Sunday: Closed

Depending on membership level and type the timeframes in which you are permitted to access the Facilities may vary.

7.2 Bank Holidays. Reasonable notice will be provided for opening and closing times during Bank Holidays, Easter, Christmas and New Year by displaying relevant information within the centre and on communication portals.

7.3 Identity Cards. You must carry your Coventry University Identity card or membership identity card with you at all times when accessing the Facilities as this card will operate your access control into the Facilities, which ensures the safety and security of staff, students and property. You may not be permitted to access the Facilities and use any Additional Services without presenting your valid identity card.

7.4 Access Limitations. Access to the Facilities and Additional Services cannot be guaranteed at times of high demand, in case of repair or upgrades to the Facilities or parts thereof, in cases of prior booking or due to circumstances beyond our reasonable control. An authorised staff representative may refuse to admit you to the Facilities or Additional Services, or may require you to leave the Facilities or Additional Services regardless of whether or not you have previously paid for membership or paid an additional charge for entry, if:

a) your membership has been terminated in accordance with these terms and conditions; or

b) in the opinion of an authorised staff representative you are in breach of the Code of Conduct, your conduct could cause damage to the Facilities or Additional Services, or could endanger or cause offence to other users, visitors or members of staff.
7.5 **Pre-Booking.** Subject to availability Members must pre-book for activities in the sports hall and group exercise classes subject to the following:

a) For activities in the sports hall you can book (if available) in advance up to a maximum of 6 calendar days for one hour per day.

b) For group exercise classes, including online classes, you can book (if available) in advance up to a maximum of 7 calendar days.

c) For online exercise classes, you will be able to book in advance as advertised from time to time.

8. **Conduct & Safety**

8.1 **Code of Conduct.** All Members and Guest Members must comply at all times with the Code of Conduct, the purpose of which is to ensure not only your health and safety but also the health and safety of all other users of the Facilities and Additional Services.

8.2 **Misuse of Identity Cards.** Your Coventry University identity card or valid membership card may only be used by the person identified on the front of the card. Any misuse of the Coventry University Identity cards or membership cards by Members will also be regarded as misconduct under Coventry University’s General Regulations and may result in disciplinary proceedings in addition to the consequences set out below.

a) Use by any other individual to gain access into the Facilities or to the Additional Services will lead to an immediate suspension of membership for a minimum of 2 weeks.

b) Your membership continues to run while you are suspended, and your renewal date will not change. Membership will only be reinstated upon application to Coventry University.

c) All membership reinstatements shall be subject to a £50.00 administration fee in respect of the costs for arrangements of suspension, reinstatements and additional health and safety instructions to Members.

d) Once the £50.00 fee has been received and the two-week suspension period has elapsed membership will be reactivated.

8.3 If your membership is suspended as a result of the misuse of the Coventry University identity card or membership card and you subsequently decide to terminate your membership you will not be entitled to a refund in respect of any sums already paid.

9. **Additional Services and Equipment Use**

9.1 **Additional Services.** Depending on membership type, you may be able to book Additional Services. Some Additional Services are subject to availability, additional charges and advance booking may be required.
9.2 **Booking Ahead.** If your membership entitles you to book Additional Services in advance and you do not attend without giving at least 24 hours’ notice, you may not be able to make future bookings for Additional Services for a period of two weeks.

9.3 The Additional Services will be managed by appropriate Coventry University Sport Centre staff and access to equipment required and Sport Centre store cupboards are for authorised personnel only.

9.4 **Use of Coventry University Equipment.** Equipment for certain activities may be available for hire from the Sport Centre reception at Coventry University’s discretion subject to the following terms:

   a) a small fee will be payable as set out in section 4 of these terms and conditions;

   b) Coventry University may, depending on the nature and value of the equipment, require you to pay a deposit;

   c) a valid ID card must be provided to the Sport Centre reception for the duration that the equipment is hired;

   d) each Member will be responsible for the care and use of the equipment by themselves and their Guest Members, whether left unattended, lost, mislaid, stolen or damaged whilst using the Facilities;

   e) if the equipment is not returned in accordance with the instructions of the Coventry University Sports Centre staff, or is damaged or lost, Coventry University is entitled to suspend membership until a reasonable amount representing the loss suffered by Coventry University as a result of the loss of, damage to, or replacement of its equipment has been recovered.

9.5 **Use of your own equipment.** If you wish to use your own equipment, you should first obtain consent from an authorised staff representative before entering the Facilities and commencing your activity. Personal equipment is used at your own risk and you will be responsible for any damage caused to the Facilities as a result of its use.

9.6 **Personal belongings.** Personal belongings should be stored in the lockers provided in the male and female changing rooms. Use of the lockers is restricted to the duration of your visit to the Facilities. All lockers will be checked and emptied at the end of each day.

10. **Suspension of Membership**

10.1 **Failure to Pay.** In the event that Coventry University does not receive payment of any fee due from a Member under paragraph 4 above, it reserves the right to suspend the membership of that Member or refuse access to the Facilities and/or Additional Services until payment has been received in full.

10.2 Any breach of these terms and conditions by a Member may be subject to disciplinary regulations and additional charges.
11. Duration and Cancellation

11.1 **Membership Term & Expiry.** Memberships shall commence upon confirmation by Coventry University of acceptance of your application and continue for the duration of the type and level of membership granted, after which time your membership will automatically expire. Details of the levels of membership available and their respective durations can be found on our website or upon request and the membership type must be stated clearly on your application form.

11.2 **Our rights to end the membership.** Coventry University reserves the right at any time to end your membership, regardless of whether or not you have previously paid for membership or paid an additional fee for entry to the Facilities, if:

   a) you cease to be eligible to be a Member in accordance with paragraph 2.
   b) you commit a serious or repeated breach of these terms and conditions or the Code of Conduct.
   c) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
   d) you provide Coventry University with details which you know to be false when applying for membership.
   e) in the opinion of Coventry University, your conduct could cause or has caused damage to the Facilities or could endanger or cause offence to other users of the Facilities, visitors or members of staff.

11.3 If Coventry University terminates your membership in the circumstances listed in paragraph 11.2 above you will not be entitled to any refunds for any sums already paid.

11.4 **Your rights to end the Contract for no reason.** You may cancel your membership at any time within 7 days of joining.

11.5 **Your rights to end the Contract for good reason.** If you are ending the contract for a reason set out at (a) to (f) below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

   a) you are no longer able to use the Facilities or Additional Services for medical reasons and provide a written doctors’ note confirming this;
   b) we have told you about an upcoming change to the Facilities, Additional Services, or these terms which you do not agree to;
   c) we have told you about an error in the Membership Fee or description of the Facilities or Additional Services and you do not wish to proceed;
   d) there is a risk that access to the Facilities may be significantly delayed because of events outside our control;
e) we suspend access to the Facilities for technical reasons, or notify you are going to suspend access for technical reasons, in each case for a period of more than one calendar month; or

f) you have a legal right to end the contract because of something we have done wrong.

11.6 What happens if you end the Contract without a good reason. If you are not ending your membership for one of the reasons set out in clause 11.5, your membership will end immediately but you will not be entitled to any refunds for sums already paid.

12. Communicating with Us

12.1 How to tell us about problems. If you have any questions or complaints about the Facilities or Additional Services, please contact us. You can contact us by telephoning our consumer service team at 02477655993 or by email at sportandrecreation.ss@coventry.ac.uk or by writing to us at Coventry University Sport and Recreation Centre, Whitefriars Street, Coventry, CV1 2DS. Alternatively, please speak to one of our Sports Centre staff.

12.2 Cancellations of Bookings. In the event of cancellation of a booking you have made in respect of Additional Services, we will contact you using the contact details provided for this purpose on your application form to confirm such cancellation.

13. Liability

13.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services which are as described and supplied with reasonable skill and care.

13.2 Personal belongings should be stored in the lockers provided. We do not guarantee that no theft of or damage to your property will occur as a result of your use of a locker and will not accept any liability in relation to locker thefts unless they result from our negligence. Use of lockers is restricted to the duration of your use of the Facilities. All lockers will be checked and emptied at the end of each day. You may claim personal belongings removed from lockers from the Coventry University Sports Centre reception for up to one working day after removal, following this all belongings will be passed to the University Protection team. After this time you must contact the University Protection team.

13.3 Damage to the Facilities and/or Equipment. If you, your Guest Member(s) or any other person participating with you in the use of the Facilities or under your control, cause(s) damage (except for damage caused by fair wear and tear) to the Facilities or to any of Coventry University’s fixtures, fittings, apparatus, equipment, furniture or other contents, you must at the request of Coventry University pay a reasonable amount representing the loss incurred as a result of the damage caused. In cases of damage to hired equipment, Coventry University may retain all or part of any deposit paid in respect of the hire of the equipment as a contribution towards its overall losses.
13.4 **Reasonable Limitation of our Liability.** Subject to paragraph 13.1 above, our liability to compensate you is limited to a reasonable amount having regard to such contributing factors as whether the damage was due to any action on your part or any event that was out of our reasonable control.

13.5 **We are not liable for business losses.** We only provide access to the Facilities and Additional Services for private use. You are not permitted to use them for any business or commercial use. If you do in any case use the services for any business or commercial purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. **Data Protection**

Coventry University, operating as Coventry University Sport and Recreation Centre, collects and processes your personal data when you visit and/or use our facilities. We collect and process your personal data for the purposes of managing your membership, to administer and provide our services and Facilities in a safe way, and to monitor how effectively we meet the needs of the university population. We are committed to ensuring the confidentiality and privacy of our members. The personal data you provide to us when registering with us and throughout your membership will be processed only for the purpose set out above. For further details on how Coventry University processes your personal data and your data protection rights, please see our Privacy Notice for more information.

15. **Changes to these Terms and Conditions**

15.1 **Minor changes to the Facilities and/or Additional Services.** We may, without prior notice to you, change the Facilities and/or Additional Services:

   a) to reflect changes in relevant laws and regulatory requirements; and

   b) to implement minor technical adjustments and improvements, for example to address a security threat.

15.2 **More significant changes to the Facilities and/or Additional Services and these terms.** In addition, we may make changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received.

16. **Applicable Law**

These terms and conditions shall be governed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of English courts.
General Code of conduct

Any persons using the Facilities shall:

a) Ensure that upon entrance to the facility you use your own Identity Card to swipe into the Facilities.

b) Comply with all reasonable instructions and requests of authorised staff representatives.

c) Refrain from any conduct which is unseemly or unsporting or which might cause annoyance or danger to other users of the Centre.

d) Enter only permittable areas of the Facilities related to your membership level or type.

e) Use designated lockers provided whilst using the Facilities, ensuring bags and coats are not left in activity areas.

f) Use designated lockers only for the duration of a visit to the Facilities and ensure all items are removed upon leaving the Facilities.

g) Remember your locker number and digital code. If you forget your locker number, you will need to wait until the Facilities closes to retrieve belongings.

h) Wear appropriate clothing suitable to the activity being undertaken, including approved sports shoes with non-marking soles where appropriate.

i) Keep clothing and footwear on at all times whilst in activity areas.

j) Consider how your own personal hygiene may affect other users and where necessary.

k) Assume responsibility for yourself and belongings whilst using Facilities.

Any persons using the Facilities (except with prior consent of the Head of Sport and Commercial Business or his/her authorised staff representative) shall not:

a) Bring any food or drink or any dangerous or obnoxious item in or out of the Facilities.

b) Bring or permit to remain in or on the Facilities any dogs or other animals (except for guide dogs).

c) Sell or attempt to sell in the Facilities any goods, articles or equipment of any kind.

d) Erect or display any notices, decorations, emblems or signs anywhere within the Facilities or its grounds.

e) Take photographs at the Facilities or arrange for any filming or televising of any activity within the Facilities.
f) Alter or interfere with the structure of the Facilities or any equipment or fittings within it.

g) Provide any training instructions, advice or guidance to other users of the Facilities whilst using the facilities.

h) Smoke in any area of the Facilities.

**Fitness Suite Code of conduct**

Any persons using the Fitness Suite at the Facilities shall:

a) Ensure that upon entrance to the Fitness Suite you use your own Identity Card to swipe into the Facilities.

b) Arrange and undertake an Induction for initial use of Facilities.

c) Wear appropriate clothing suitable to the activity being undertaken, including approved sports shoes with non-marking soles where appropriate.

d) Keep clothing and footwear on at all times whilst in activity areas.

e) Wipe down any equipment after use if necessary.

f) Not drop heavy weights and ensure these are carefully placed down to reduce risk of injury or damage to equipment.

g) Return all weights to their correct station or particular area.

h) Clean any chalk residue left on weights, equipment and flooring.

i) Respect all weights and equipment and use in a safe manner.

j) Share equipment and respect other users of the Facilities.

k) Keep mobile phones on silent and make or receive any calls outside the Fitness Suite.