

Liverpool John Moores University Gym
General Terms and Conditions

PAY AS YOU GO GYM USERS AND USERS WITH A GYM MEMBERSHIP - PLEASE READ THESE TS&CS, WHICH BIND YOU LEGALLY. IF YOU DO NOT ACCEPT ANY PROVISIONS OF THE TS&CS, YOU SHOULD NOT MAKE PAYMENT OF A MEMBERSHIP FEE AND WILL NOT BE GRANTED ACCESS TO THE GYM FACILITIES.

1 Definitions

1.1 The following definitions shall apply to these Ts&Cs:

"Annual Gym Membership" – means the staff or student annual Gym Membership which starts on the Membership Date and will expire on the following 31 August, as set out on the LJMUsports Website.

"Confirmation Email" – means the email You receive from Us to confirm Your Gym Membership, on payment of Your Membership Fee.

"Gym" – means the Liverpool John Moores University Gym, located within the LJMUsport Building, at 85 Brownlow Hill, L3 6AJ.

"Gym Membership" – means the Gym User's "Monthly" or "Annual" gym membership, as applicable, which grants the Gym User access to the Gym to use the Gym Facilities, in accordance with these Ts&Cs.

"Gym Personnel" - means any member of the Sport and Physical Activity department who assist Gym Users in any way at the Gym.

"Gym Facilities" - means two floors of physical activity equipment within the LJMUsport Building, fitness classes, participation in any 'Active LJMUsport' programme and any other facilities stated on the LJMUsport and Physical Activity department Website applicable to the Gym Membership or as communicated by Us from time to time.

"Gym Rules" – means the rules relating to the Gym's User's conduct and use of Gym Facilities which are displayed prominently within the Gym.

"Gym User or You" – means the LJMUsport employee or student, as applicable, who purchase a Gym Membership to access the Gym and use its Facilities.

"Gym User Details" – means the personal contact details and health details provided by the Gym User (via the Leisure Management System).

"Leisure Management System" – means the online platform used by the Gym User when signing up for a Gym Membership (either within the Gym or offsite via the LJMUsport and Physical Activity department) to input the Gym User Details and is used by LJMUsport to record Gym User details and track gym usage data.

"LJMUsport/Us/We" - means Liverpool John Moores University.

"LJMUsport and Physical Activity department Website" – means <https://www.ljmu.ac.uk/ljmusport/ljmu-sport-and-physical-activity-department>.

"Membership Date" - means the date that the Gym User receives the Confirmation Email.

"Membership Fees" – means the fees payable by the Gym User for the Gym Membership, as set out on the **LJMUsport and Physical Activity department Website**.

"Monthly Gym Membership" – means the staff monthly Gym Membership, which starts on the Membership Date and will continue for a minimum period of 12 months.

2 Principal Terms

2.1 These terms and conditions ("**Ts&Cs**") together with the Gym User Details, sets out the legal agreement between You and Us, which will start from the Membership Date.

2.2 We reserve the right to make reasonable changes to the Ts&Cs from time to time. Such changes will be communicated to You as soon as reasonably practicable, by way of letter, digital notification, e-mail, signs in the Gym and/or verbally (as determined by Us at Our sole discretion).

3 Gym Membership and Fees

3.1 All Membership Fees are as stated on the **LJMUsport and Physical Activity department Website** and Leisure Management System.

3.2 The Membership Fees are payable by You as follows:

3.2.1 For the Annual Gym Membership, the Membership Fees will be payable by You in full prior to You receiving the Confirmation Email; and

3.2.2 For the Monthly Gym Membership, the Membership Fees will be payable by You on a monthly recurring card payment basis, the first monthly payment of the Membership Fees shall be paid by You prior to You receiving the Confirmation Email.

- 3.3 The Membership Fees are subject to periodic review and may increase, however Membership Fees shall never be increased during Your Annual Gym Membership term or Monthly Gym Membership minimum term (12 months from Membership Date) and any increase will only be applicable on renewal (for the Annual Gym Membership) or on expiry of the 12 month minimum term (for the Monthly Gym Membership).

Renewal

- 3.4 **Annual Gym Membership** – You can renew Your Gym Membership on expiry, via the Leisure Management System. You will not be granted access to the Gym following expiry of Your Annual Gym Membership, without renewal and payment of the applicable Membership Fee.
- 3.5 **Monthly Gym Membership** - on expiry of the 12 month minimum term, Your Gym Membership will automatically continue (and monthly payments of the Membership Fees will continue) until You cancel Your Gym Membership.

CANCELLATION/ REFUND

Your Right to Cancel

- 3.6 You will be entitled to a full refund, less an amount for the Gym Membership that You have already used commencing from the Membership Date, if You cancel Your Gym Membership within 14 days of the Membership Date (cooling off period).
- 3.7 **Annual Gym Membership** – You may cancel Your Annual Gym Membership at any time by email to the following email address ActiveLjmu@ljmu.ac.uk ("Cancellation Email") and **YOU ARE NOT ENTITLED TO A REFUND OF THE MEMBERSHIP FEE. If Your Gym Membership cancellation is due to exceptional circumstances, We may consider at our sole discretion whether to issue a pro-rated refund, providing that You alert us to such exceptional circumstances within Your Cancellation Email.**
- 3.8 **Monthly Gym Membership** – where You cancel Your Monthly Gym Membership before the end of the 12 month minimum term, any outstanding Membership Fees are payable by You, within [30] days of Your cancellation. Where You wish to cancel Your Monthly Gym Membership at the end of Your 12 month minimum term, You must provide [30] days' notice to Us by email to the following address ActiveLjmu@ljmu.ac.uk, at any time on or before the first day of the last full calendar month of Your 12 month minimum term.

Our Right to Cancel

- 3.9 We may cancel Your Gym Membership without notice if You commit a serious breach of these Ts&Cs, including but not limited to the following:
- 3.9.1 You allow another person to use Your Membership Card to access the Gym or provide unauthorised access to another person to the LJMU Gym ;
- 3.9.2 We reasonably believe that You are under the influence of substances (described at clause 6.2) whilst at the Gym; and
- 3.9.3 You use offensive or abusive language, or use violent or offensive behaviour at the Gym or on any of LJMU's premises, or We reasonably believe that Your behaviour puts other Gym Users, LJMU students/ employees or the public at risk.
- 3.9.4 Repeated or serious breach of the LJMU Gym Rules displayed within the LJMU Building.
- 3.10 If any breach, as outlined at clause 3.9 above, is committed by You, this shall be regarded as a "Disciplinary Issue", which will be directed to the LJMU registry and the LJMU disciplinary processes will then be followed.

4 Gym Usage

- 4.1 You must be a minimum of 18 years old to use the Gym.
- 4.2 You may not use the Gym until:
- 4.2.1 You have provided all Gym User Details via the online Leisure Management System;
- 4.2.2 paid the applicable Gym Membership Fee; and
- 4.2.3 watched the Health and Safety gym induction video (link to video is sent to You in the Confirmation Email).
- 4.3 By completing the Gym User Details via the online Leisure Management System, You confirm that to the best of Your knowledge and belief:

4.3.1 all information provided is true and accurate and You will update the Gym User Details as necessary during the period of Your Gym Membership;

4.3.2 You have no known health condition(s) and You are not undergoing any treatment that would prevent You from being capable of physical exercise in all material respects and in the event that Your health changes during the course of Your Gym Membership, it is Your sole responsibility to: (i) consult Your Doctor for approval that Your Gym usage will not be detrimental to Your health; or (ii) to cancel Your Gym Membership.

4.4 Each Gym User will be required to have a photograph taken by Gym Personnel which will be stored within the Leisure Management System and used to identify Gym Users.

4.5 In order to gain access to the Gym, You shall use the card issued to You ("**Membership Card**") by Us, on the swipe access panel. If You require a replacement LJM Card You may request this from the LJM libraries.

4.6 Your Membership Card is for use of the Gym by You and You must not share Your Membership Card with anybody else or permit any person to enter the Gym using Your Membership Card. **Failure to comply with this, could result in the cancellation of Your Gym Membership by Us.**

4.7 You understand and acknowledge that:

4.7.1 Gym Personnel endeavour to attend the Gym from time to time, however may not always be present; and

4.7.2 a training and exercise induction will not be offered in person prior to use of the Gym, however Gym Personnel may be on hand, from time to time, to offer assistance.

5 **Gym Hours, Closures and Refunds**

5.1 Gym opening hours are as displayed on the LJM Sport and Physical Activity department Website.

5.2 You acknowledge that Gym opening hours are subject to change at Our discretion and We may need to close the Gym, where the facility is required to be used for LJM's students' learning and development including student assessments. We will try to provide as much notice as possible of any such closures. Where such closure lasts for a period of more than 7 consecutive days, You have the right to request a pro rata refund of Your Membership Fee for the portion of the fee You have paid which relates to the period of closure. In order to calculate any refund due under this clause, We will calculate the day rate cost of Your Gym Membership and multiply this by the number of days the Gym is closed.

5.3 There may be exceptional circumstances where We need to close the Gym without giving notice, due to staff shortages or illness, industrial action, refurbishment or building repairs and to the extent possible, We will try to ensure that such closures are minimal. No refunds (full or partial) of any Membership Fee will be due or issued for any time that the Gym is closed due to such exceptional circumstances set out in this clause.

5.4 The Gym will always be closed during the Christmas shut down period. The dates of planned closures will be advertised at the Gym prior to closure and no refunds (full or partial) of any Membership Fee will be due or issued for any time that the Gym is closed due to such planned closures set out in this clause.

6 **Health and Safety and Gym Rules**

6.1 You agree to comply with the Gym Rules, together with any health and safety related notices signed posted within the Gym, of which may change from time to time. Noncompliance by You of the Gym Rules/ health and safety notices, may lead to cancellation or suspension of Your Membership without notice, by Us.

6.2 Smoking, including the use of e-cigarettes, is not allowed in any part of the Gym and possession of alcohol, narcotics or other mood-altering substances or any use of the Gym whilst under the influence of such substances, is strictly prohibited.

6.3 You must not behave in a rude, violent or threatening way or in a manner which distresses or causes discomfort to other Gym Members or Gym Personnel.

6.4 We may refuse Your admission to, or ask You to leave the Gym, without refund of Membership Fees, if We reasonably believe that You have breached any of the terms set out in this clause.

7 **Events beyond our reasonable control**

7.1 If We cannot provide You access to, and use of, the LJM Sport Gym for a period of 60 consecutive days or more for reasons or events beyond our reasonable control, You or We can cancel Your Agreement immediately after giving notice in writing. On

cancelation, You have the right to request a pro rata refund of Your Membership Fee for the portion of the fee You have paid which relates to the period of closure. In order to calculate any refund due under this clause, We will calculate the day rate cost of Your Gym Membership and multiply this by the number of days the Gym is closed.

7.2 “Reasons or events beyond our reasonable control” could include, natural disasters, a government’s actions, war, national or regional emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic, strikes or other labour disputes (whether or not they relate to our workforce), delays affecting suppliers or not being able to get suitable materials on time or at all.

8 **Liability**

8.1 **We are responsible to You for foreseeable loss and damage caused by Us.** If We fail to comply with these Ts&Cs, We are responsible for loss or damage that You suffer that is a foreseeable result of our breaking these Ts&Cs or our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable.

8.2 We do not exclude or limit in any way our liability to You where it would be unlawful to do so. This includes:

8.2.1 liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

8.2.2 for fraud or fraudulent misrepresentation; and

8.2.3 for breach of Your legal rights in relation to the Gym services.

8.3 We are responsible to You for any loss or damage to Your property in the Gym, including the changing rooms, **WHICH IS CAUSED ONLY BY OUR NEGLIGENCE.**

8.4 You will be responsible for any loss or damage to property at the Gym caused by Your negligence or deliberate actions.

9 **Data Protection**

9.1 Any personal information that We hold relating to You shall be used in line with LJMUs Data Protection Policy and will only be used for the purpose of the Gym Membership. You can find a copy of the [Data Protection Policy](#).

9.2 LJMUs CCTV is in operation across the LJMUs Sport Building and data is recorded in line with the LJMUs CCTV operating policy.

10 **Governing law and jurisdiction**

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.