

## **Strength & Conditioning Studio Terms and Conditions**

Terms and conditions of your membership and use of Strength & Conditioning Studio

### **1. Introduction**

- 1.1. Your agreement is with us, Liverpool John Moores University (“LJMU”).
- 1.2. These terms and conditions, the PAR-Questionnaire, the Disclaimer and the Membership Form (and any Membership Renewal Form) are together the ‘Membership Documents’. The Membership Documents set out the whole agreement between you and us for your use of the Strength & Conditioning Studio (“Agreement”) and forms a legal agreement between us so please ensure that you understand these terms and conditions because you will be bound by them. If you have any questions or require further information, please ask a member of Marsh Sports staff.
- 1.3. This Agreement starts from the start date set out on your Membership Form. You will need to make any payment set out in your Membership Form on or before the date your membership starts. You cannot use the Strength & Conditioning Studio until you have completed and signed all Membership Documents and paid the appropriate fee.
- 1.4. You must keep to the rules and regulations governing the use of the Strength & Conditioning Studio which are set out in the Membership Documents, displayed at the Strength & Conditioning Studio and/ or communicated to you by Marsh Sport staff.
- 1.5. Membership Form means the membership form for the Strength & Conditioning Studio (which contains your details, membership term i.e. 3 months, 6 months or 12 months, fee paid, start date and expiry date of membership).
- 1.6. PAR-Questionnaire means the physical activity readiness questionnaire.
- 1.7. Disclaimer means the unsupervised usage and equipment usage disclaimer.
- 1.8. Membership Renewal Form means the renewal form for the Strength & Conditioning Studio which is to be completed to extend your Strength & Conditioning Studio membership.

### **2. Membership**

- 2.1. You must be a minimum of 18 years old to join the Strength & Conditioning Studio.
- 2.2. You must complete the PAR-Questionnaire before your membership starts and by completing the PAR-Questionnaire you warrant to us that you have no known condition and/ or you are not undergoing any treatment that would prevent you from being capable of physical exercise in all material respects. If you have or have had any of the medical conditions listed in the PAR-Questionnaire you warrant to us that you have sought medical advice and your doctor’s approval to exercise. Each time you use the Strength & Conditioning Studio you warrant to us that the information provided in the PAR-Questionnaire is up-to-date and accurate. If there are any detrimental changes to your health after completing the PAR-Questionnaire, you must seek medical advice and doctor approval that your use of the Strength & Conditioning Studio will not be detrimental to your health before further use of the Strength & Conditioning Studio. If in doubt, it is your sole responsibility to consult a medical practitioner or to cancel your membership.
- 2.3. Your membership is for you only and you cannot lend, assign or transfer it to another person.
- 2.4. We reserve the right to make reasonable changes to these terms and conditions. Such changes will be communicated to you as soon as is reasonably practicable. We, in our sole discretion will determine the most appropriate way of communicating any changes for example by way of letter/e-mail, signs in the Strength & Conditioning Studio and/or verbally.

- 2.5. You must complete the Disclaimer before using the Strength & Conditioning Studio which acknowledges that the Strength & Conditioning Studio is unsupervised and that we will not be responsible for any harm or injuries that occur due to your own actions or negligence.

### **3. Payment of Fees**

- 3.1. The membership fee is stated on the Membership Form. All memberships to the Strength & Conditioning Studio operate on a pre-paid basis.
- 3.2. You may not use the Strength & Conditioning Studio until the appropriate fee is paid.
- 3.3. If you wish to renew your membership, you should complete a Renewal Form and pay the appropriate fee. If your membership expires, you must not use the Strength & Conditioning Studio until a Renewal Form has been completed and payment made. If there is a gap of six months or more between the date your membership expires and the date you renew, you will be required to have a refresher induction with a member of Marsh Sport staff before using the Strength & Conditioning Studio.
- 3.4. The membership fees LJMUs charge are subject to periodic review and may increase. We reserve the right to pass on any changes in the rate of VAT to you. Membership fees shall never be increased during the duration of your pre-paid membership and any fee increase will only be effective on renewal.
- 3.5. Lost/Stolen/Damaged: Replacement membership cards will be charged at a fee of £5.00 per card.

### **4. Facilities and Services**

- 4.1. In order to gain access to the Strength & Conditioning Studio you must use your membership card on the swipe access panel. You must not share this membership card with anybody else or permit any person to enter the Strength & Conditioning Studio using your membership card. Failure to comply could result in the cancellation of your membership. If you lose your membership card we reserve the right to charge you for a replacement card.
- 4.2. You acknowledge that you are aware that the Strength & Conditioning Studio is unsupervised and there may not be a member of LJMUs staff in the Strength & Conditioning Studio at all times. By signing these terms and conditions and the Disclaimer you agree, and understand, that LJMUs is not responsible in any way for any harm or injuries that may occur in the unsupervised Strength & Conditioning Studio due to your own negligence or acts.
- 4.3. All members are required to have an induction with a member of LJMUs staff. The induction shall be arranged at a mutually convenient time. You can request a refresher induction at any time. We reserve the right to require you to have a refresher induction at any time if we feel that this is necessary.
- 4.4. Opening hours of the Strength & Conditioning Studio are subject to change and such changes will be communicated by signage within the Strength & Conditioning Studio.
- 4.5. You acknowledge that the Strength & Conditioning Studio is part of LJMUs and LJMUs, being an academic institution, may need to close the Strength & Conditioning Studio if the facility is required to be used in the furtherance of LJMUs students' learning and development including for example for student assessments. We will endeavour to provide as much notice as possible of any such closures. Notice will be communicated by signage within the Strength & Conditioning Studio.
- 4.6. There may be exceptional circumstances where we need to close the Strength & Conditioning Studio without giving notice. Examples of such circumstances include, but are not limited to, closure due to staff shortages or staff illness, industrial action, refurbishment or building

repairs. We will endeavour that any such closures are as limited in length and frequency as possible.

- 4.7. The Strength & Conditioning Studio will be closed on all bank holidays and at all times that LJMU is closed including the Christmas shut down period. The dates of these closures will be advertised in the Strength & Conditioning Studio in the run up to such periods. No refunds (full or partial) of any membership fee will be due or issued for any time the Strength & Conditioning Studio is closed due to LJMU shut down or bank holidays. The Strength & Conditioning Studio shall not be open on Sundays during the summer period (usually from mid-June to mid-September).
- 4.8. No refunds (full or partial) of any membership fee will be due or issued for any time the Strength & Conditioning Studio is closed under clause 4.6 or 4.7 unless such closure lasts for a period of more than 7 consecutive days. If a closure under clause 4.6 or 4.7 lasts longer than 7 consecutive days, you have the right to request a pro rata refund of your membership 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 membership based on the membership option stated on your Membership Form and multiply this by the number of days the Strength & Conditioning Studio is closed.

## **5. Use of the Strength & Conditioning Studio**

- 5.1. You must familiarise yourself with the rules set out in these terms and conditions and any rules which are displayed within the Strength & Conditioning Studio. We may cancel or suspend your membership without notice if you break these rules.
- 5.2. You must wear appropriate sporting clothes and training shoes in the Strength & Conditioning Studio. No jeans or flip flops are allowed. Inappropriate clothing can cause injury and accident.
- 5.3. All equipment must be wiped down after use and a sweat towel must be carried at all times.
- 5.4. Weights must not be dropped and must be replaced after use. The Olympic bar must be cleared of weights after each use with the weight plates put back in the appropriate place. When using the Olympic bar the spring collars provided must be used. All other equipment such as the bosu ball, steps or ab-cradle must be returned to the appropriate place after use.
- 5.5. No open cups are allowed within the Strength & Conditioning Studio. Any drink must be contained in a closed top bottle.
- 5.6. You must not abuse the equipment or facilities of the Strength & Conditioning Studio. You will be liable to pay for any negligent or deliberate damage to the property.
- 5.7. We may refuse admission to, or ask you to leave, the Strength & Conditioning Studio if we reasonably believe that you have broken any of the terms contained in this clause 5. No refund will be given to you if you are asked to leave the Strength & Conditioning Studio in such circumstances.
- 5.8. You are responsible for ensuring that you correctly operate or use any facilities and/or equipment (including adjusting levels or settings) which we provide. If you are in any doubt about how to correctly operate any equipment, you must consult a member of LJMU staff before use.
- 5.9. There are inherent risks in using the Strength & Conditioning Studio and it is important that you are aware of yourself and others when exercising. Every member must ensure he or she is in sufficient and appropriate space for the activity they wish to undertake and that their movements do not pose risk to themselves or others. All members must be mindful of others exercising and ensure reasonable room and space is given to someone whilst they are completing their exercise set.

## **6. Healthy and Safety/ Strength & Conditioning Studio environment**

- 6.1. If you become aware of any broken or damaged equipment in the Strength & Conditioning Studio you must stop using the equipment immediately. You must not try and fix the equipment yourself or carry on using the equipment as this could lead to injury to yourself or others. Please inform a member of Marsh Sports staff of any broken/damaged equipment as soon as possible. Please report the damaged/broken item to a member of LJMU staff If you cannot make contact with any Marsh Sports staff please list the damaged/broken item in the incident log book which is located by the lockers.
- 6.2. No bags are allowed on the Strength & Conditioning Studio floor at any time. Any bags or clothing must be kept in the lockers provided within the Strength & Conditioning Studio or in the changing room. You must ensure that you do not cause any obstructions within the Strength & Conditioning Studio and no bicycles or other equipment may be brought into the Strength & Conditioning Studio. Please note that any items are left entirely at your own risk and we accept no liability for any items damaged or stolen from the lockers, the Strength & Conditioning Studio or any LJMU premises. While there are usually lockers available in the Strength & Conditioning Studio or changing rooms, we are under no obligation to provide lockers or storage for your belongings whilst you use the Strength & Conditioning Studio.
- 6.3. Smoking, including the use of e-cigarettes, is not allowed in any part of the Strength & Conditioning Studio. Possession of alcohol, narcotics or other mood-altering substances is not permitted, neither is the use of the Strength & Conditioning Studio while under the influence of any of these substances.
- 6.4. You must not behave in a rude, violent or threatening way or in a manner which distresses or causes discomfort to other members of the Strength & Conditioning Studio, Marsh Sports staff or any other person present.
- 6.5. There is a first aid box available in the Strength & Conditioning Studio for use when required. Please report all injuries or accidents to a member of LJMU staff.
- 6.6. In the event of emergency requiring the emergency services please contact 999 immediately. If you are using the telephone within the Strength & Conditioning Studio please dial 9 to get an external line and then 999. After the 999 call has been made, please contact LJMU security as soon as possible on 2222 on the telephone within the Strength & Conditioning Studio to inform security that an emergency vehicle has been called. This will enable our security staff to direct the emergency services to the location of the emergency. If you require urgent help, for example a first aider is required, or you have a security issue to report, but do not require the emergency services, please contact LJMU security on 2222.
- 6.7. It is essential that all doorways and fire exits of the Strength & Conditioning Studio are completely unobstructed. You must not block any of the exits in any manner including, but not limited to, with equipment, bicycles, bags etc.
- 6.8. The emergency action plan will be communicated to you in your induction and the fire exits are clearly signposted.
- 6.9. We may refuse admission to or ask you to leave the Strength & Conditioning Studio if we reasonably believe that you have broken any of the terms contained in this clause 6. No refund will be given to you if you are asked to leave the Strength & Conditioning Studio in such circumstances.

## **7. Cancellation and Termination**

- 7.1. You may cancel your membership at any time and will be refunded for each full calendar month remaining on the term of your membership. The amount refunded will be calculated by dividing the amount paid for membership by the term of membership purchased multiplied by the number of full calendar months remaining of that membership:

Membership cost / membership length x number of full calendar months remaining = refund amount

For example, if a membership is started on 1 April and is cancelled on 15 May the calculation would be as follows:

- 3 month membership- price paid £30
- £30 (fee) / 3 (length) x 1 (calendar months remaining) = £10 refund
- 6 month membership- price paid £60
- £60 (fee) / 6 (length) x 4 (calendar months remaining) = £40 refund
- 12 month membership- price paid £80
- £80 (fee) / 12 (length) x 10 (calendar months remaining) = £66.66 refund

Please note the figures and calculations above are for illustrative purposes only and refund amounts will be determined by the fee and duration of membership listed in your Membership Form or Renewal Form.

- 7.2. We may cancel your membership without notice if you commit a serious breach of these terms and conditions including but not limited to:
- 7.2.1. You seriously or repeatedly break the conditions of this membership;
- 7.2.2. You allow another person to use your membership card to get into the Strength & Conditioning Studio;
- 7.2.3. You use offensive or abusive language, or use violent or offensive behaviour at the Strength & Conditioning Studio or on any of LJMU's premises, or if your behaviour puts our other members, employees or the public at risk.
- 7.3. We may cancel your membership with immediate effect if the Strength & Conditioning Studio permanently ceases operation to the public. In these circumstances, we will provide you a pro rata refund for membership fees already paid in respect of any period after the cancellation date.
- 7.4. Unless the Agreement is terminated earlier in accordance with these terms and conditions, the Agreement shall terminate on the date your membership expires as listed in the Membership Form. Once your Agreement is terminated you must return your swipe card and you may not use the Strength & Conditioning Studio. If you wish to extend your membership, you must complete a Renewal Form.

## **8. Events beyond our reasonable control**

- 8.1. If we cannot provide you access to, and use of, the Strength & Conditioning Studio for a period of 45 days or more in a row, for reasons or events beyond our reasonable control, you or we can cancel your Agreement immediately after giving notice in writing. We shall not be liable to you as a result of any delay or failure to perform its obligations as a result of an event outside of our reasonable control.
- 8.2. "Reasons or events beyond our reasonable control" could include, for example, 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.

## **9. Liability**

- 9.1. We recommend that you seek medical advice prior to undertaking physical activity and using the Strength & Conditioning Studio and to seek advice should your medical condition change during your membership. We are not responsible if you ignore our recommendations and start or continue to exercise at the Strength & Conditioning Studio. You must make sure that you can do the exercises you undertake at the Strength & Conditioning Studio and such exercise will not be detrimental to your health.
- 9.2. We will not be liable to pay you any compensation for any service, facility or equipment not being available for health and safety reasons or if it is for the benefit of our members.
- 9.3. We do not have to pay you compensation for loss or damage you may suffer unless we have failed to carry out our duties under these terms and conditions to a reasonable standard or we break any legal duties we owe to you.
- 9.4. We will not pay you compensation if we have failed to carry out our duties due to:
  - 9.4.1. your own fault;
  - 9.4.2. the fault of someone else who is not directly connected with providing our services under these terms and conditions; or
  - 9.4.3. events which we could not have known about beforehand even if we had taken all reasonable care.
- 9.5. We can make changes to the type of facilities we provide, and we will give you notice of such changes. We will not be liable for any loss or damage caused by these changes unless the loss or damage is caused by our negligence.
- 9.6. The Strength & Conditioning Studio is unsupervised and there may be times when there are no members of LJMU Staff present in the Strength & Conditioning Studio or the immediate vicinity. LJMU staff will endeavour to check the Strength & Conditioning Studio at regular intervals but you acknowledge and accept that the Strength & Conditioning Studio is unstaffed and therefore if an accident/injury occurs there may not be a member of Marsh Sports Staff present and able to assist. If an accident or emergency does occur, you will, if possible, reasonable and practical, comply with all health and safety procedures communicated to you in your induction, all instructional signs in the Strength & Conditioning Studio and with clause 6.6 of these terms and conditions.
- 9.7. We do not accept liability for loss or damage to your property in the Strength & Conditioning Studio or on LJMU property including the changing rooms and carparks unless that loss or damage was caused by our negligence.
- 9.8. Our liability to pay you compensation for loss or damage (other than for death or personal injury) is limited to a reasonable amount, taking account of factors such as whether the damage was due to our negligence.
- 9.9. Nothing in these terms and conditions limit our liability for death, personal injury or fraud caused by our negligence.

## **10. Data Protection**

All personal information held about you is in line with LJMU's Data Protection Policy and will only be used for the purpose of Strength & Conditioning Studio membership at IM Marsh. You can find a copy of the Data Protection Policy at <https://www.ljmu.ac.uk/about-us/public-information/data-protection-and-freedom-of-information-and-public-sector-information/data-protection>.

## **11. 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.

### Strength & Conditioning Studio Disclaimer

#### Unsupervised Usage

The Strength & Conditioning Studio is unsupervised. All members must have had an induction understand that Liverpool John Moores University ("LJMU") or any of LJMU's staff will not be responsible in any way for harm or injuries that may occur during use of the Strength & Conditioning Studio due to my own negligence. No users are permitted to offer access to or admit anybody else into the Strength & Conditioning Studio. All users must understand and acknowledge that there are inherent risks in undertaking physical activity at the Strength & Conditioning Studio, and agree to expressly assume and accept all and any risk of injury whilst training in the Strength & Conditioning Studio and LJMU shall bear no liability for any injury suffered whilst at the Strength & Conditioning Studio, unless such injury is caused by LJMU's negligence. User should understand and acknowledge that should if they injure themselves or fall ill at the Strength & Conditioning Studio, there may be no member of LJMU staff present or any other Strength & Conditioning Studio users. Users should understand and accept this may lead to a delay in getting any medical assistance needed and users should agree that LJMU shall not be liable for any such delay.

#### Equipment Usage

All users must have completed the induction on how to use the equipment at the Strength & Conditioning Studio and agree to use the equipment safely; if a user is unsure as to how to use the equipment they must not use the equipment until they have had the opportunity to ask a member of Marsh Sport staff. User should understand that they can ask for a refresher induction at any time and understand that if they use the equipment in an improper manner or use equipment that they have not been inducted on and cause harm or injury to themselves or others they will be responsible for this and not LJMU.

