

## **LJMU Sport Gym Terms and Conditions**

Terms and conditions of your membership and use of LJMU Sport Gym within the LJMU Sports Centre.

### **1. Introduction**

- 1.1. Your agreement is with us, Liverpool John Moores University (“LJMU”).
- 1.2. The LJMU Gym refers to the two floors of physical activity equipment within the LJMU Sports Centre, and any other activities that takes place in conjunction with your membership throughout the LJMU Sports Centre.
- 1.3. The LJMU Gym membership and LJMU Sports Centre is managed by the Sport and Physical Activity department who sit within the Estates and Facilities Management department within LJMU.
- 1.4. These terms and conditions supports the personal data you will have completed via the leisure management systems that LJMU Sport uses to record membership and usage data; Gladstone Software leisure management, and set out the whole agreement between you and us for your use of the LJMU Sport Gym 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 staff member of the Sport and Physical Activity department.
- 1.5. This Agreement starts from the start date set out on your membership subscription. You will need to make any payment set out in your subscription on or before the date your membership starts. You cannot use the LJMU Sport Gym until you have completed all the criteria within the Gladstone Software leisure management system documents and paid the appropriate fee.
- 1.6. You must keep to the rules and regulations governing the use of the LJMU Sport Gym which are displayed in the LJMU Sport Gym and/ or communicated to you by staff member(s) of the Sport and Physical Activity department or the wider LJMU institution.

### **2. Membership**

- 2.1. You must be a minimum of 18 years old to join the LJMU Sport Gym.
- 2.2. You must complete all the mandatory fields required from within the Gladstone Software leisure management system before your membership starts and by completing the medical fields 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, or If you have or have had any of the medical conditions listed in the medical section you warrant to us that you have sought medical advice and your doctor’s approval to exercise. Each time you use the LJMU Sport Gym you warrant to us that the information provided is up-to-date and accurate. If there are any detrimental changes to your health after completing the medical section you must seek medical advice and doctor approval that your use of the LJMU Sport Gym will not be detrimental to your health before further use of the LJMU Sport Gym . 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 LJM Sport Gym and/or verbally.

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

- 3.1. The membership fee is stated on the Gladstone Software leisure management system. All memberships to the LJM Sport Gym operate on a pre-paid basis.
- 3.2. You may not use the LJM Sport Gym until the appropriate fee is paid.
- 3.3. If your membership expires, you must not use the LJM Sport Gym until a renewal has been completed and payment made.
- 3.4. The membership fees LJM 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/cards: Replacement membership cards should be requested through the university.

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

- 4.1. In order to gain access to the LJM Sport Gym must use your LJM card on the swipe access panel. You must not share this membership card with anybody else or permit any person to enter the LJM Sport Gym using your membership card. Failure to comply could result in the cancellation of your membership.
- 4.2. You acknowledge that you are aware that the LJM Sport Gym is unsupervised and there may always not be a member of the Sport and Physical Activity department in the LJM Sport Gym. By signing these terms and conditions you agree, and understand, that LJM is not responsible in any way for any harm or injuries that may occur in the unsupervised LJM Sport Gym due to your own negligence or acts.
- 4.3. All members are required to complete the Health Commitment Statement and have viewed the LJM Sports Centre Health and Safety induction video. A training and exercise induction will not be offered automatically, members of the Sport and Physical Activity department will be on hand to offer informal advice.
- 4.4. Opening hours of the LJM Sport Gym are subject to change and such changes will be communicated.
- 4.5. You acknowledge that the LJM Sport Gym is part of LJM and LJM, being an academic institution, may need to close the LJM Sport Gym if the facility is required to be used in the furtherance of LJM's students' learning and development including for example for student assessments. We will endeavour to provide as much notice as possible of any such closures.
- 4.6. There may be exceptional circumstances where we need to close the LJM Sport Gym 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 LJM Sport Gym will always be closed on all bank holidays and that LJM is closed including the Christmas shut down period. The dates of these closures will be advertised 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 LJM Sport Gym is closed due to LJM shut down or bank holidays.
- 4.8. No refunds (full or partial) of any membership fee will be due or issued for any time the LJM Sport Gym 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 the Gladstone Software leisure management system and multiply this by the number of days the LJM Sport Gym is closed.

## **5. Use of the LJM Sport Gym**

- 5.1. You must familiarise yourself with the rules set out in these terms and conditions and any rules which are displayed within the LJM Sports Centre. 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 LJM Sport Gym. No jeans or flip flops are allowed. Inappropriate clothing can cause injury and accident.
- 5.3. All equipment must be wiped down after use.
- 5.4. Weights must not be dropped and must be replaced after use. The Olympic bars must be cleared of weights after each use with the weight plates put back in the appropriate place. When using the Olympic bars the spring collars provided must be used. All other equipment must be returned to the appropriate place after use.
- 5.5. No open cups are allowed within the LJM Sport Gym. Any drink must be contained in a closed top bottle.
- 5.6. You must not abuse the equipment or facilities of the LJM Sport Gym. 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 LJM Sport Gym 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 LJM Sport Gym 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 should consult with a member of a member of the Sport and Physical Activity department before use.
- 5.9. There are inherent risks in using the LJM Sport Gym 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/ LJM Sport Gym environment**

- 6.1. If you become aware of any broken or damaged equipment in the LJM Sport Gym 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 a member of the Sport and Physical Activity department of any broken/damaged equipment as soon as possible.
- 6.2. No large bags are allowed on the LJM Sport Gym floor at any time. Any bags or clothing must be kept in the lockers provided within the LJM Sport Gym or in the changing room. You must ensure that you do not cause any obstructions within the LJM Sport Gym and no bicycles or other equipment may be brought into the LJM Sport Gym. 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 LJM Sport Gym or any LJM premises. While there are usually lockers available in the LJM Sport Gym or changing rooms, we are under no obligation to provide lockers or storage for your belongings whilst you use the LJM Sport Gym.

- 6.3. Smoking, including the use of e-cigarettes, is not allowed in any part of the LJMU Sports Centre. Possession of alcohol, narcotics or other mood-altering substances is not permitted, neither is the use of the LJMU Sport Gym 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 LJMU Sport Gym, member of the Sport and Physical Activity department or any other person present.
- 6.5. Please report all injuries or accidents to a member of the Sport and Physical Activity department.
- 6.6. In the event of emergency requiring the emergency services please contact 999 immediately. After the 999 call has been made, please contact LJMU security as soon as possible on (Ring (0151 231) 2222 on the telephone within the LJMU Sports Centre Reception area 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 but do not require the emergency services, please contact LJMU security on Ring (0151 231) 2222
- 6.7. First aid provision is provided by a members of the Sport and Physical Activity department.
- 6.8. It is essential that all doorways and fire exits of the LJMU Sport Gym are completely unobstructed. You must not block any of the exits in any manner including, but not limited to, with equipment, bicycles, bags etc.
- 6.9. The emergency action plan will be communicated to you in the H&S induction video and the fire exits are clearly signposted.
- 6.10. We may refuse admission to or ask you to leave the LJMU Sport Gym 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 LJMU Sport Gym in such circumstances.

## **7. Cancellation and Termination**

- 7.1. Any recurring card payment memberships cannot be cancelled within an initial 12 month period.
- 7.2. You may request to cancel your annual membership at any time. The request will be considered at the Sport and Physical Activity department management's discretion. You will not be automatically entitled to a full or partial refund.
- 7.3. We may cancel your membership without notice if you commit a serious breach of these terms and conditions including but not limited to:
  - 7.3.1. You seriously or repeatedly break the conditions of this membership;
  - 7.3.2. You allow another person to use your membership card to get into the LJMU Sport Gym;
  - 7.3.3. You use offensive or abusive language, or use violent or offensive behaviour at the LJMU Sport Gym or on any of LJMU's premises, or if your behaviour puts our other members, employees or the public at risk.
- 7.4. We may cancel your membership with immediate effect if the LJMU Sport Gym 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.
- 7.5. 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 Gladstone Software leisure management.

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

- 8.1. If we cannot provide you access to, and use of, the LJM Sport Gym 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 LJM Sport Gym 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 LJM Sport Gym. You must make sure that you can do the exercises you undertake at the LJM Sport Gym 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 LJM Sport Gym can be unsupervised and there may be times when there are no members of the Sport and Physical Activity department present in the LJM Sport Gym or the immediate vicinity. Sport and Physical Activity department staff will endeavour to check the LJM Sport Gym at regular intervals but you acknowledge and accept that the LJM Sport Gym can be unstaffed and therefore if an accident/injury occurs there may not be a member of Sport and Physical Activity department 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 the H&S induction video, all instructional signs in the LJM Sport Gym 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 LJM Sport Gym or on LJM property including the changing rooms 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 LJMU Sport Gym membership. You can find a copy of the Data Protection Policy <https://www.ljmu.ac.uk/legal/privacy-and-cookies/external-stakeholders-privacy-policy/active-ljmu-ljmu-sport-efm-privacy-notice>

**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.