Surrey Sports Park Public Membership Terms & Conditions

1. Introduction and how to join

1.1. Surrey Sports Park Limited, Senate House, University of Surrey, Guildford, Surrey, GU2 7XH (Company Registration no 07026293) ("SSP", "we", "our" or "us") provides Facilities (defined below) for students and staff of the University of Surrey to exercise and train in a safe and friendly environment. SSP also accepts membership applications to use the Facilities from University of Surrey alumni and the general public.

1.2. "Member" means a person for whom the membership is for and referred to as "you" or "your" throughout these terms.

1.3. The "Facilities" include (depending on the membership type as further detailed at Clause 3): swimming pool; sports hall; squash courts; floodlit tennis courts; climbing wall; changing rooms; and fitness club.

1.4. By agreeing to the Terms and Conditions you are entering into a binding membership contract (the "Contract") between you and SSP. A binding agreement will also have been formed if you have submitted an online application.

1.5. For the avoidance of doubt, the Contract includes these Terms and Conditions.

1.6. We may update these Terms and Conditions and/or the other documents mentioned in these Terms and Conditions from time to time and will post the current versions on the SSP website www.surreysportspark.co.uk (the "Website"). We will also notify you of material changes to the Terms and Conditions with one month's notice. Such updates will become binding and amend the Contract without the need for you to sign the updated Terms and Conditions. However, if you object to such a change, you may cancel / terminate / end the Contract and your membership in accordance with Clause 11.3.1 below.

1.7. Application forms for applicants under 16 years of age ("Under 16s") must be agreed to by a parent or guardian in order to be eligible for membership and to form a Contract.

Please ensure that you read and fully understand these Terms and Conditions before you agree to the Terms and Conditions / submit an online application. SSP reserves the right to reject any application for membership or renewal of memberships.

2. Physical health of a member

2.1. When joining SSP as a member, it is your own / parent's / guardian's responsibility to ensure you are capable of doing the exercise within any programme / class you follow or go to.

2.2. If you are in doubt, please contact your doctor / seek medical advice before you begin any exercise programme / class.

2.3. Before using our gym, you must agree to our health declaration and comply with our health and safety rules. You must use all equipment correctly. If you are unsure how to use any piece of equipment, it is your responsibility to ask a member of SSP staff for assistance. This can be found under the Terms and Conditions on our website https://surreysportspark.co.uk/termsconditions

2.4. Before using our climbing wall, you must complete the relevant induction for health and safety reasons and agree to abide by the Code of Conduct and Conditions of Use which are available on the Website.

2.5. If we reasonably believe your health may be at risk at any time, you may be refused entry to our Facilities in the interests of health and safety.

3. Membership types

3.1. When you join as a member, you will be entitled to use the Facilities that are available based on your type of membership. We will provide you with the information about the range of the Facilities available to you, together with when you can make use of them. Certain types of membership have restrictions which are only applicable to that membership type. Any restrictions will be explained to you when you join or change your membership, whichever applies. Details of the membership types are available on the Website.

3.2. If you have a disability and need someone to help you use the Facilities, your assistant can sign in as a guest. No guest fee will be charged, however your assistant can only use the Facilities to assist you.

3.3. SSP reserves the right to change the types of membership offered. In such circumstances SSP will contact members affected and give one month's notice of the changes. If the change is material

and to your detriment, you may cancel / terminate / end the Contract and your membership in accordance with Clause 11.3.1 below.

4. Junior membership and supervision of those aged under 16

4.1. Junior membership is the term used to describe membership of any person aged under 16 years ("Junior Member").

4.2. Junior memberships must be linked to an adult paying membership / adult guest membership.

4.3. From the age of 16, Junior Members have to move to an adult membership type. The membership agreement must be signed by an adult / guardian over 18 years of age in accordance with Clause 1.6 above.

4.4. All persons (including Junior Members) under the age of 16 must be supervised at all times on SSP premises by a parent / guardian or other appropriate supervising person over 18 years of age. For supervision in the swimming pool and climbing wall area, no more than two children may be supervised by each supervising adult.

4.5. Changing room policy – children eight years and older must use appropriate changing rooms (i.e. consistent with their sex) and be supervised in the changing room as set out above.

5. Fees and charges

5.1. Membership fees, including any applicable joining fees, become payable immediately when the Contract comes into effect, in accordance with the amounts and payment methods set out in the application form.

5.2. If you choose to pay monthly by Direct Debit (rather than pay in full in advance) payments will be taken from a UK bank account that accepts Direct Debits on the 1st day of each month or the first working day after that date. If any Direct Debit is cancelled / rejected, we will contact you to discuss how this can be rectified.

5.3. In order to qualify for some of the membership options offered by SSP you may be required to supply evidence of eligibility.

5.4. If you are provided with a membership card; if you lose your card, you will be charged to replace it in accordance with Clause 6.5 below.

5.5. SSP reserves the right to review prices at any point during the term of membership.

5.6. SSP will provide at least one month's notice of any price change to its members.

5.7. Where any increase in price is made the member is entitled to cancel / terminate / end the remainder of the membership by providing one month's paid notice within 14 days of receiving notification of the change.

5.8. SSP reserves the right to pass on in full any changes in the prevailing rate of Value Added Tax.

5.9. Except as provided in Clause 8, membership fees are non-refundable or transferable.

5.10. Please notify us of any changes to your Direct Debit details by no later than the 16th of the month to ensure the changes take effect on the next payment run. Any changes notified on or after the 17th of the month may only be effective on subsequent runs. Under the BACS rules you may cancel your Direct Debit with your bank yourself up to the day of collection.

5.11. If the Direct Debit details you gave us were wrong or you have cancelled your Direct Debit without giving us notice as set out in Clause 9 we will ask you to make payment via alternative means and to provide us with your correct Direct Debit details.

5.12. If we cannot collect payment your membership will automatically be cancelled after 3 months with the debt remaining on your account.

5.13. Further details regarding payments for fixed term memberships and memberships paid by monthly Direct Debit / rolling contracts can be found at Clause 7.

6. Membership Access

6.1. Upon becoming a member you may be issued with a membership card which you must use each time you enter SSP's Facilities. Otherwise, access will be via our APP.

6.2. Access is for your use only and cannot be sold, transferred or loaned to another person. To protect all members we may ask to see another form of identification before we allow you to use the Facilities.

6.3. Your membership card or our APP is needed to gain access to SSP's Facilities. Failure to produce a valid membership card or show a valid membership on our APP could result in refused entry.

6.4. We reserve the right to cancel / terminate / end your membership with no refund being made, with immediate effect if another person uses your membership.

6.5. The fee to replace a lost or stolen card is £5.

7. Membership term

7.1. Fixed-term membership

7.1.1. This membership is paid in advance for the agreed term of 12 months.

7.1.2. Fixed-term memberships are non-refundable after the first 14 days (as further detailed at Clause 8) and are subject to Clause 12. These memberships will cancel / terminate / end at the end of your membership period.

7.1.3. Fixed-term memberships may be transferred to a friend or family member depending on the membership type. Membership types which require evidence of eligibility for that type may not be transferred unless the transferee also meets the eligibility criteria.

7.1.4. Memberships can be upgraded at any time, with the additional membership fees being due at the time of your upgrade.

7.1.5. Fixed-term memberships cannot be downgraded or frozen.

7.2. Memberships paid by monthly Direct Debit / rolling contracts:

7.2.1. Memberships paid by Direct Debit / rolling contracts will continue until terminated by you or SSP under these Terms and Conditions.

7.2.2. Your membership will begin on the day you have specified as your start date and will be the date your membership is activated. The initial period of membership is three full months from (and including) the date your membership is activated ("Initial Period").

7.2.3. A pro-rata amount will be payable immediately when you take up the membership that will cover your use of the Facilities until your first Direct Debit payment is collected.

7.2.4. Unless you end your membership at any time after expiry of the Initial Period or we cancel / terminate / end it, it will run for the Initial Period, and then continue indefinitely until you give at least one month's notice in writing in accordance with Clause 9.

7.2.5. You may change your membership type by contacting the Customer Support Department on support@surreysportspark.co.uk. Requests made up to and including the 16th of the month will take effect from the 1st of the following month. Requests received on or after the 17th of the month will take effect from the 1st of the second month following receipt of the request.

8. Termination during the Cooling Off Period

8.1. You will have 14 days, starting with the day after the Contract is formed ("Cooling Off Period"), during which you may cancel and withdraw from the Contract. During the Cooling Off Period, if you choose to terminate the Contract, any membership fees that you have paid will be refunded on a prorated basis to take into account charges for your use of the Facilities.

8.2. To cancel your Contract, you must clearly inform SSP of your decision to cancel before the Cooling Off Period has expired. You may do this via email to the Customer Support Department of SSP on support@surreysportspark.co.uk.

8.3. If you cancel your Contract within the Cooling Off Period, we will, subject to Clause 8.1, reimburse any fees received from you as soon as we can and no later than 14 days after the day on which we receive notification of your decision to cancel the Contract. We will make any reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly asked us and we have agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.

9. Ending your monthly Direct Debit membership

9.1. After the expiry of the Initial Period, you may end your membership by providing SSP with one month's written notice via the "Cancel your Membership" link in the app or via the email support@surreysportspark.co.uk.

9.2. Your membership and notice periods are calculated in whole months.

9.3. Memberships with no other members linked to it can only be cancelled / terminated / ended by that member.

9.4. Memberships with other members linked to it need to follow the rules below for ending the membership:

9.4.1. Notice to cancel / terminate / end your membership will be treated as applying to you and all members linked to your account unless you tell us otherwise. If the linked

member wishes to stay as a member they will need to complete a new application form for the type of membership they require and enter into a new Contract with SSP.

9.4.2. Memberships of individually linked Under 18s need to comply with the stipulated notice periods.

9.5. The notice period will begin when we receive written notification of your intent to cancel / terminate / end. We advise that you keep a copy of your notice communication and obtain confirmation that your notice has been received, for example:

9.5.1. When you send us your notice by email, ask for a delivery receipt.

9.6. We will endeavour to confirm in writing that we have received your notice. If you have not received written confirmation within 10 days of your submission, please let us know (and as far as possible provide a copy of your original communication in which you provided written notice).

9.7. For us to stop your Direct Debit please notify us of any changes to your Direct Debit details by no later than the 16th of the month in order to ensure the changes take effect on the next payment run. Direct Debits will automatically end after your last payment has been taken. Cancelling a Direct Debit instruction does not constitute termination of the Contract or cancellation of a membership.

9.8. Membership fees will continue to be due until your membership ends.

9.9. The end of your notice period will be the end of your membership.

10. Freezing your membership

10.1. If you request to freeze your membership, an administrative fee of £5 per month will be applied to your membership.

10.2. SSP will only freeze memberships in the case of exceptional circumstances i.e. pregnancy / medical reasons, and SSP will require reasonable evidence of your circumstances, illness or injury to support your freeze request e.g. medical certificate in the case of illness or injury. The minimum freeze period is one calendar month, with the maximum being three calendar months. In all cases, access to Facilities will be suspended.

10.3. Notification of a request to freeze your membership must be provided in writing via email to the Customer Support Department of SSP - support@surreysportspark.co.uk, with details of the date you wish that freeze to commence and for how long

10.4. In the case of freezing memberships of Under 18's (including Junior Members) the parent or guardian who signed up to the membership must make the request to freeze.

10.5. If a request to freeze one membership from a linked account is received, SSP shall ensure the active member's details remain live, however any material changes that are made to Direct Debit information, must be submitted by the remaining active member.

10.6. We will confirm in writing that we have received your freezing request. If you have not received written confirmation within 10 days of your submission, please let us know (and as far as possible provide a copy of your original communication in which you provided written request to freeze your membership). As such, we advise that you keep a copy of your notice communication. If we accept your freezing request, the freezing period will begin on the date on which we received your written notification of your intent to freeze or, if later, the date on which you requested the freeze to commence.

10.7. For us to stop your Direct Debit during the freeze period, please notify us of any changes to your Direct Debit details on or before the 16th of the month in order to ensure the changes take effect on the next payment run. If you choose to freeze your membership on or after the 17th of the month - please contact your bank and cancel your Direct Debit order directly with them (under the BACS rules you may cancel your Direct Debit with your bank yourself up to the day of collection).

10.8. Your Direct Debit will re-start automatically after the requested freeze period, or at the end of the maximum freeze period, whichever is earlier.

10.9. At the end of your freeze period you will need to become an active paying member for a period of at least one month before notice can be given by you to cancel / terminate / end your membership in accordance with Clause 9.

10.10. For the avoidance of doubt, freezing of your membership is not the same as cancelling / terminating / ending your membership.

10.11. During a period of freeze, members will lose all booking privileges until the membership reactivates with payment.

11. Ending your membership early in exceptional circumstances **11.1.** You can cancel / terminate / end your membership if:

11.1.1. you are suffering from a medical condition (including a medical condition arising during pregnancy) which means you are, or will be, unable to use the Facilities for an extended period of time;

11.1.2. you are made redundant or are declared insolvent; and/or

11.1.3. we are satisfied that there has been a change in your personal circumstances other than those limited above, which at SSP's discretion would reasonably justify early termination of your membership without penalty or further fees.

11.2. To cancel / terminate / end your membership for one of the reasons listed in Clause 11.1, notice should be provided in writing in accordance with Clause 9.3. You will be required to provide suitable evidence relating to your change in circumstances.

11.3. In addition, you may also cancel / terminate / end your membership on one month's notice in writing if:

11.1.1. you object to a material change in the Terms and Conditions that negatively impacts your rights under the Contract;

11.1.2. we significantly reduce the Facilities or the Facilities' opening hours; or

11.1.3. we close the Facilities for refurbishment for a period of more than four weeks at a time.

12. Termination /suspension by us

12.1. We may terminate or suspend the Contract (and the membership) immediately in the following circumstances:

12.1.1. If you or a member whose membership is linked commits a serious breach of the Contract and the breach, if capable of remedy, is not remedied within seven days of receipt of a default notice;

12.1.2. If any part of your (or any linked membership's) membership fee remains unpaid 3 months after its due date for payment (including without limitation in the event of incorrect Direct Debit details or a cancelled Direct Debit); and/or

12.1.3. If you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant your membership (or any linked membership).

13. Booking conditions

13.1. Members may make an advance booking for the Facilities or for pay-as-you-go group fitness classes up to 14 days in advance. Please note that there will be a charge for "peak time" advance bookings. There is no charge for bookings by Full Access members during "off-peak" hours. Further information regarding peak and off-peak hours can be found on the Website and may be subject to change.

13.2. A member may only make a booking for a single session of duration of 55 minutes for badminton and basketball (excluding full arena activities), 40 minutes for squash and up to 115 minutes for tennis, in each case for a single court.

13.3. Members may not make simultaneous or consecutive bookings for a court or more than one court.

13.4. A member may only make a maximum of two court bookings during peak times per day.

13.5. Member bookings are intended for leisure use only - in order to organise competition, social sessions or private coaching, this must be agreed by SSP's management.

13.6. Subject to the above, any consecutive or simultaneous courts that are booked will have the latter or one of the courts cancelled with no prior notice being given.

13.7. Any breach to the above will result in membership and/or booking penalties.

13.8. Pay-as-you-go (PAYG) guest members are able to book group fitness classes and activities at SSP up to four days in advance.

13.9. Members who fail to turn up may be subject to a booking penalty.

13.10. Cancellations must be made 2 hours prior to the booking, otherwise you may be charged a late cancellation fee.

13.11. Members who fail to turn up for three or more bookings on which they have booked within a 30day period may be prohibited from booking online in advance for a period of seven days and charged full price for future bookings.

13.12. If the member has booked a court and is playing with a non-member, the non-member must pay a guest fee at front of house before entering the court. The receipt must be retained as the non-

member may be asked to produce the receipt to verify the payment. It is the responsibility of the member to ensure that the guest fee is paid.

13.13. If you arrive late for a class booking you may be refused entry.

13.14. If you arrive late for a booking for: the arena; a court; and/or to play any racket sports, you may use the relevant Facilities but your session will end at the time detailed in your booking and you will not be given any additional time to use the relevant Facilities.

14. Facilities / services

14.1. We reserve the right to close areas of the Facilities from time to time at our discretion (including but not limited to for: repairs and maintenance; refurbishment; deep cleaning; public holidays; and large events).

14.2. Details of Facilities opening hours are displayed on our Website and may be subject to change.

14.3. SSP shall use its reasonable endeavours to give you at least 14 days' notice of changes affecting its hours or availability of Facilities (either in writing or by prominently displaying a sign at front of house). Membership refunds during periods of closure will not be provided.

14.4. All paid memberships will be eligible to apply for a permit which will grant them 5 hours free parking per visit.

14.5. Non-members can pay on exit via the parking terminal situated outside the front entrance. RingGo or Evology Pay Mobile Apps are also available for payment on the day. Exceeding the maximum parking duration or inappropriate parking may result in receiving a parking fine.

15. Lockers and personal belongings

15.1. Members are requested to store personal belongings and valuables in the lockers provided.

15.2. Lockers are not allocated to individuals and will be subject to availability.

15.3. Lockers are provided on a daily basis only for use while you are using any Facilities. Any items left in lockers overnight or where you are not using Facilities will be deemed abandoned and treated as lost property.

15.4. SSP will make regular checks of lockers overnight. Any items left in lockers overnight may be removed by two authorised members of SSP staff.

15.5. Subject to Clauses 15.6 and 15.7, any personal belongings and valuables removed from lockers by SSP or otherwise handed into SSP will be recorded and held in lost property for a maximum of one month. Any personal belongings not claimed within one month will be disposed of or given to charity. Any valuables (jewellery and electrical items) not claimed within one month will be reported to the police. SSP will follow the advice of the police in handling and/or disposing of valuables thereafter.

15.6. SSP will not hold any unhygienic items in lost property and any such items will be disposed of. Unhygienic items include but are not limited to: grooming items, such as brushes and combs; wet items, such as towels and swimming costumes; and items that may be worn around sensitive areas of the body, such as underwear, socks and goggles.

15.7. SSP accepts no liability for loss of or damage to any items stored in lockers provided at our premises or for any items held in lost property.

15.8. If any item held in lost property has the owner's name on it, SSP will use reasonable endeavours to contact the owner in order for the owner to collect their personal belongings.

16. SSP's liability

16.1. SSP will not be liable to compensate you for any loss or damage caused to property in connection with your use or attendance at SSP's premises or its Facilities.

16.2. SSP will only be liable for death or personal injury caused when using SSP's premises or Facilities if such injury or death arises from the negligence of SSP.

16.3. SSP will not be liable for any compensation for matters, events and circumstances outside of its reasonable control which affect the use of the Facilities. This would include but not be limited to, by way of example: extreme weather conditions; floods; civil unrest; industrial action; acts of terrorism or vandalism; failure of utilities or service providers to SSP.

16.4. Nothing in these Terms and Conditions shall exclude or limit our liability for:

16.4.1. Death or personal injury caused by our negligence;

16.4.2. Fraud or fraudulent misrepresentation; or

16.4.3. Any other liability which cannot be excluded or limited by law.

17. Your responsibilities

17.1. If you or any Under 18 for whom you are responsible suffers an accident using or whilst attending SSP's premises or the Facilities must report the accident, without delay, to the senior staff member on duty.

17.2. You will not abuse SSP's premises, the Facilities or equipment and will be liable to compensate SSP for any damage to SSP's property where you wilfully or negligently cause such damage.

17.3. Without prejudice to Clause 17.2, you must report any damaged Facilities or equipment, without delay, to the senior staff member on duty.

17.4. You shall behave appropriately at all times and in such manner so as not to cause nuisance or annoyance or to cause risk of harm to other members or guests of SSP or SSP's staff.

17.5. You will comply with any reasonable directions or instructions given to you by SSP staff.

17.6. Any abusive behaviour towards SSP staff will result in immediate termination of your membership and you will be banned from the premises. All abusive correspondence will not be tolerated or responded to 17.6. Abusive behaviour will be determined by SSP staff.

18. Data protection

18.1. The personal data you provide on your application will be used by us to manage the administration of your membership. This data processing is necessary for us to meet our obligations under the Contract.

18.2. We may sometimes send you news and information pertinent to your membership.

18.3. We will request consent from you before we send you any marketing information.

18.4. To view our full privacy statement which includes more information about how your data is processed and your rights as a data subject, please visit SSP - Privacy Policy

19. Contact details and notices

19.1. There may be times that we need to contact you about your membership, so it is your responsibility to ensure that your contact details are up to date.

19.2. If we need to give you formal notification of anything (e.g. to provide you with notice of termination of your membership) we will do so in writing.

19.3. The notice will be binding if we send it to the address or email address we have in our records for your membership.

19.4. Notices will be deemed delivered on sending.

20. Severance

20.1. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

20.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

21. Governing Law

21.1. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England and Wales.

21.2. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including noncontractual disputes or claims).