

Brunel Gym

Membership Terms and Conditions

1. Brunel University Gym

- a) The Gym is managed by Brunel Sport, the sport department of Brunel University of London (the Company). Brunel Sport has appointed a Gym Manager who, together with the management team, is responsible for the operation of the Gym in accordance with these rules.
- b) You agree to comply with the membership rules detailed below, which relate to opening hours, use of the facilities and your conduct. The management may make reasonable changes to these rules at any time, provided that reasonable notice of any change is given.

2. Membership

- a) Membership is subject to the rules and regulations of the Gym.
- b) The management reserves the right to reject an application for membership of the Gym.
- c) Membership is personal to the member and is non-assignable and non-transferable. Refunds and cancellations are subject to the provisions set out within these Terms and Conditions and the member's statutory rights.
- d) Upon acceptance the member shall be entitled to all the rights and privileges exercisable by the class of membership for which their application has been accepted.
- e) The Company can assign the benefit of these agreements to any person, firm or Company at any time without notice to the member.
- f) Any member wishing to enter the Gym without an active membership displayed in the Brunel Sport app will only be admitted at the absolute discretion of the management.
- g) For the purposes of these Terms and Conditions, a "guest" means any person authorised by Brunel Sport to use the facility without holding a standard membership. This may include one-day pass users, hotel guests and other authorised facility users. Members are not permitted to bring unauthorised guests into the facility.

3. Membership Dues

- a) Anyone wishing to join under a student, staff or alumni membership or concession membership must provide the appropriate proof of this status.
- b) This agreement commences once the member has accepted these Terms and Conditions and completed the online membership sign-up and payment process. Membership access will commence immediately. Where a membership is purchased online, the initial 14-day cooling-off period will apply as set out below.
- c) Monthly membership fees are payable by Recurring Card Payment (RCP). RCP payments will normally be deducted each month on the corresponding date on which the membership commenced. This may occasionally vary due to bank holidays and weekends. Where an annual membership is purchased, the full annual membership fee is payable upfront at the start of the 12-month membership term.
- d) Membership fees may be increased at the discretion of the management. Members will be given reasonable advance notice of any change affecting their future membership payments.
- e) RCP memberships are subject to a one-month minimum contract term.
- f) You are obligated to make every RCP payment regardless of non-attendance, except where the cancellation terms stated are met.
- g) If a membership payment is not received when due, membership access may be suspended immediately. Brunel Sport may attempt to recover the outstanding payment and/or

terminate the recurring membership to prevent further charges accumulating. Termination because of non-payment does not prevent the individual from applying for membership again in the future.

- h) Credit or Debit card details must be supplied at the time of joining.
- i) Membership change requests in the form of upgrades or downgrades must be made by email to sports.centre@brunel.ac.uk and received at least five calendar days before the member's next monthly payment date. Upgrades will only start from the next available payment date. Refunds will not normally be given for membership downgrades.
- j) An annual membership is a fixed 12-month membership commencing on the membership start date, and the full membership fee must be paid upfront. Annual memberships are personal and non-transferable. After the initial 14-day cooling-off period has expired, an annual membership cannot normally be cancelled or refunded, and no full or partial refund will normally be provided solely because the member stops using the facilities. This does not affect the member's statutory rights or any discretion exercised by Brunel Sport in genuine exceptional circumstances.
- k) Where a membership is purchased online, the member has one initial 14-day cooling-off period, beginning on the day after the membership agreement is entered into. This applies to both monthly and annual memberships and does not restart when a monthly RCP payment is taken. The membership will begin immediately once the online purchase and payment have been completed, and the member will be able to access the Gym during the cooling-off period. If the member cancels during the cooling-off period, Brunel Sport will deduct a daily pro-rata amount covering the period from the membership start date up to and including the date on which the member communicates their decision to cancel. The remaining balance will be refunded. For a monthly membership, the daily rate will be calculated by dividing the membership fee actually paid by the number of calendar days covered by that payment. For an annual membership, the daily rate will be calculated by dividing the annual membership fee actually paid by the number of calendar days in the relevant 12-month membership period. No separate day-pass charge or cancellation penalty will be applied. To exercise their right to cancel during the cooling-off period, the member must send a clear cancellation request to sports.centre@brunel.ac.uk before the cooling-off period expires. Once the initial 14-day cooling-off period has expired, monthly memberships will be subject to the normal cancellation requirements set out below, and annual memberships will remain subject to their fixed 12-month term.

4. Reasons for Termination of Membership

- a) The management may terminate the Membership of any member without notice and with immediate effect if:
 - i) A member's conduct is the subject of complaint by another member or members, and is such that in the reasonable opinion of the Company it may be injurious to the character or interests of the Gym, or is such that it renders the member unfit to associate with other members of the Gym.
 - ii) The member shall have committed any breach of the rules and regulations of the Gym which are in operation.
 - iii) If any part of the applicable membership fee remains unpaid after the due date.
 - iv) And upon notice in writing, if the Company is of the opinion that the member is not a suitable individual for continued membership of the Gym.
- b) A member whose membership is terminated will lose all membership privileges with immediate effect. Any refund entitlement will be determined in accordance with these Terms and Conditions and the member's statutory rights.
- c) Any RCP member wishing to cancel must email sports.centre@brunel.ac.uk and provide at least five calendar

days' notice before their next payment date. If fewer than five calendar days' notice is provided, the next scheduled payment will normally remain due and the cancellation will take effect from the following payment period. Where the required notice has been provided but Brunel Sport fails to process the cancellation before the next payment is taken, that payment will be refunded. A refund will not normally be provided where the required notice was not given. Brunel Sport may exercise reasonable discretion in genuine exceptional circumstances, which may include significant medical issues, bereavement or family emergencies, unexpected loss of employment, university abeyance or withdrawal, or significant financial hardship. Membership access will continue until the end of the period for which the member has paid unless otherwise agreed. Cancelling does not prevent the member from applying for a new membership when they are ready to return, and no joining fee currently applies.

5. Limitation of Liability

- a) In consideration for the management accepting their application for membership of the Gym, and for their remaining a member of the Gym, the member agrees that neither the Company nor its employees or agents shall be liable for any damage, loss or theft of any property belonging to the member, or brought to the Gym by a member, unless caused by negligence of the management, employees or agents of the Company. The Company, its employees or agents shall not be responsible for any death, injury or illness occurring upon the Gym premises, or as a result of use of the facilities and/or equipment provided by the Gym, except to the extent that such death, personal injury or illness arises from any negligent act of the Company or its employees or agents.
- b) It is advised that while the Gym is unsupervised members should not exercise alone. It will be the member's responsibility to ensure that appropriate measures have been undertaken.

6. Physical Condition of the Member

- a) The member warrants and represents that they are in good physical condition and that they know of no medical or other reason why they are not capable of engaging in active or passive exercise, and that such exercise would not be detrimental to their health, safety, comfort or physical condition.
- b) The member shall not use any Gym facilities whilst suffering from any infectious or contagious illness, disease or any other ailment (such as Covid-19, open cuts, abrasions, open sores, or minor infections) where there is a risk such use may be detrimental to the health, safety, comfort or physical condition of other members and Brunel Gym staff.
- c) By registering with the Gym, the member is opting in to the Gym Health Commitment Statement.

7. Children

- a) Children under 16 years of age are not permitted to use Brunel Gym under any circumstances. Young people aged 16 or 17 may purchase a monthly membership or pay as they train, provided they show valid identification confirming their age and obtain permission from their parent or guardian before using the Gym. The parent or guardian must email Brunel Sport to confirm that they give permission for the young person to use the Gym and attach a copy of the Gym Health Commitment Statement signed by both the parent or guardian and the young person. We recommend that 16 and 17-year-olds complete a Gym induction before their first visit, although this is not compulsory. Brunel Sport reserves the right to withdraw access or terminate the membership if the young person misuses equipment, behaves inappropriately or fails to comply with the Gym rules.

8. Dress Code & Bags

- a) Appropriate clean clothing and shoes must be worn at all times in the Gym and during classes (unless otherwise advised by an instructor). Trainers must be worn while using equipment in the gym. Barefoot and jeans are not allowed on the premises
- b) No bags are allowed in the gym area and must be stored away in the lockers outside the gym.

9. Reservations

- a) All reservations for service and/or programmes may be made up to one week in advance. 24 hours' notice is required to cancel a reservation. If shorter notice is given, the member who made the reservation may be charged in full unless the appointment is rebooked.
- b) The management reserves the right to refuse to rebook a member who repeatedly cancels or fails to keep an appointment for services and/or programmes.

10. Conduct

- a) Members and guests should use the equipment and facilities in accordance with the advice given by the Gym staff and/or by notices suitably posted. Members and guests should not abuse the equipment or facilities of the Gym and any member or guest who willingly or negligently causes such damage shall be liable to pay for the equipment to be repaired or replaced.
- b) Disorderly, rude or offensive behaviour will result in the termination of membership. For the purpose of membership and for the purpose of this rule; a single breach will be regarded as serious.
- c) No member or guest shall bring food or intoxicating liquor into the Gym.
- d) Smoking is not permitted in any part of the Gym or Sports Centre building.
- e) Members or guests may not use the facilities whilst under the influence of alcohol, narcotics or other mood altering substances.
- f) Cars parked in the car park or elsewhere on the premises of the Gym, and all contents in them are left entirely at the owner's risk and the Gym will accept no liability for the loss or damage in respect thereof, unless caused by negligence of the management, employees or agents of the Company.
- g) For security reasons, and Health & Safety requirements, members and guests are asked to store their personal belongings and valuables in the lockers provided. Lockers are provided for day use only and items left overnight will be removed by staff and retained for a reasonable period of time appropriate to the items value and will be subsequently disposed of.
- h) All members and guests must take a small towel into the Gym when working out, in order to wipe down equipment as a courtesy to the next user.

11. Other

- a) Personal information will be processed in accordance with the UK General Data Protection Regulation, the Data Protection Act 2018 and Brunel University of London's applicable privacy notice.
- b) Brunel Sport may take photographs or recordings within the facility for press or promotional purposes. Where an individual is clearly identifiable and is the focus of the photograph or recording, appropriate consent will be obtained. Members and guests will be given reasonable notice where general photography or filming is taking place.
- c) The management may from time to time wish to show potential members or others around the Gym and allow them to use the facilities on a daily basis and reserve the right to do so.
- d) The Gym's normal hours of operation and the hours during which its facilities are available to members are published on the Brunel Sport website and can be obtained upon request.

Indoor Athletics Centre (IAC) Membership Terms and Conditions

1. Brunel University IAC

- a) The IAC is managed by Brunel Sport, the sport department of Brunel University of London (the Company).
- b) You agree to comply with the membership rules detailed below, which relate to opening hours, use of the facilities and your conduct. The management may make reasonable changes to these rules at any time, provided that reasonable notice of any change is given.

2. Membership

- a) Membership is subject to the rules and regulations of the IAC.
- b) The management reserves the right to reject an application for membership of the IAC.
- c) Membership is personal to the member and is non-assignable and non-transferable. Refunds and cancellations are subject to the provisions set out within these Terms and Conditions and the member's statutory rights.
- d) Upon acceptance the member shall be entitled to all the rights and privileges exercisable by the class of membership for which their application has been accepted.
- e) The Company can assign the benefit of these agreements to any person, firm or Company at any time without notice to the member.
- f) Any member wishing to enter the IAC without an active membership displayed in the Brunel Sport app will only be admitted at the absolute discretion of the management.
- g) For the purposes of these Terms and Conditions, a "guest" means any person authorised by Brunel Sport to use the facility without holding a standard membership. This may include one-day pass users, hotel guests and other authorised facility users. Members are not permitted to bring unauthorised guests into the facility.

3. Membership Dues

- a) Anyone wishing to join under a student, staff or alumni membership or concession membership must provide the appropriate proof of this status.
- b) This agreement commences once the member has accepted these Terms and Conditions and completed the online membership sign-up and payment process. Membership access will commence immediately. Where a membership is purchased online, the initial 14-day cooling-off period will apply as set out below.
- c) Membership fees are payable monthly by Recurring Card Payment (RCP). RCP payments will normally be deducted each month on the corresponding date on which the membership commenced. This may occasionally vary due to bank holidays and weekends.
- d) Membership fees may be increased at the discretion of the management. Members will be given reasonable advance notice of any change affecting their future membership payments.
- e) RCP memberships are subject to a one-month minimum contract term.
- f) You are obligated to make every RCP payment regardless of non-attendance, except where the cancellation terms stated are met.
- g) If a membership payment is not received when due, membership access may be suspended immediately. Brunel Sport may attempt to recover the outstanding payment and/or terminate the recurring membership to prevent further charges accumulating. Termination because of non-payment does not prevent the individual from applying for membership again in the future.

- h) Credit or Debit card details must be supplied at the time of joining.
- i) Where a membership is purchased online, the member has one initial 14-day cooling-off period, beginning on the day after the membership agreement is entered into. This cooling-off period does not restart when a monthly RCP payment is taken. The membership will begin immediately once the online purchase and payment have been completed, and the member will be able to access the IAC during the cooling-off period. If the member cancels during the cooling-off period, Brunel Sport will deduct a daily pro-rata amount covering the period from the membership start date up to and including the date on which the member communicates their decision to cancel. The remaining balance will be refunded. The daily rate will be calculated by dividing the monthly membership fee actually paid by the number of calendar days covered by that payment. No separate day-pass charge or cancellation penalty will be applied. To exercise their right to cancel during the cooling-off period, the member must send a clear cancellation request to IAC@brunel.ac.uk before the cooling-off period expires. Once the initial 14-day cooling-off period has expired, the membership will be subject to the normal monthly cancellation requirements set out below.

4. Reasons for Termination of Membership

- a) The management may terminate the Membership of any member without notice and with immediate effect if:
 - i) A member's conduct is the subject of complaint by another member or members, and is such that in the reasonable opinion of the Company it may be injurious to the character or interests of the IAC, or is such that it renders the member unfit to associate with other members of the IAC.
 - ii) The member shall have committed any breach of the rules and regulations of the IAC which are in operation.
 - iii) If any part of the applicable membership fee remains unpaid after the due date.
 - iv) And upon notice in writing, if the Company is of the opinion that the member is not a suitable individual for continued membership of the IAC.
- b) A member whose membership is terminated will lose all membership privileges with immediate effect. Any refund entitlement will be determined in accordance with these Terms and Conditions and the member's statutory rights.
- c) Any RCP member wishing to cancel must email IAC@brunel.ac.uk and provide at least five calendar days' notice before their next payment date. If fewer than five calendar days' notice is provided, the next scheduled payment will normally remain due and the cancellation will take effect from the following payment period. Where the required notice has been provided but Brunel Sport fails to process the cancellation before the next payment is taken, that payment will be refunded. A refund will not normally be provided where the required notice was not given. Brunel Sport may exercise reasonable discretion in genuine exceptional circumstances, which may include significant medical issues, bereavement or family emergencies, unexpected loss of employment, university abeyance or withdrawal, or significant financial hardship. Membership access will continue until the end of the period for which the member has paid unless otherwise agreed. Cancelling does not prevent the member from applying for a new membership when they are ready to return, and no joining fee currently applies.

5. Limitation of Liability

- a) In consideration for the management accepting their application for membership of the IAC, and for their remaining a member of the IAC, the member agrees that neither the Company nor its employees or agents shall be liable for any damage, loss or theft of any property belonging to the member, or brought to the IAC by a member, unless caused by negligence of the management, employees or agents of the

Company. The Company, its employees or agents shall not be responsible for any death, injury or illness occurring upon the IAC premises, or as a result of use of the facilities and/or equipment provided by the IAC, except to the extent that such death, personal injury or illness arises from any negligent act of the Company or its employees or agents.

b) It is advised that while the IAC is unsupervised members should not exercise alone. It will be the member's responsibility to ensure that appropriate measures have been undertaken.

6. Physical Condition of the Member

a) The member warrants and represents that they are in good physical condition and that they know of no medical or other reason why they are not capable of engaging in active or passive exercise, and that such exercise would not be detrimental to their health, safety, comfort or physical condition.

b) The member shall not use any IAC facilities whilst suffering from any infectious or contagious illness, disease or any other ailment (such as Covid-19, open cuts, abrasions, open sores, or minor infections) where there is a risk such use may be detrimental to the health, safety, comfort or physical condition of other members and Brunel Sport staff.

c) By registering with the IAC, the member is opting in to the IAC's Health Commitment Statement.

7. Children

a) Children under 16 years of age are not permitted to use the gym facilities within the IAC. 16- and 17-year-olds are permitted if accompanied by a qualified UKA/S&C coach or parent/guardian.

8. Dress

a) Appropriate clean clothing and shoes must be worn at all times in the IAC. Trainers must be worn while using equipment in the gym. Sliders, crocs or sandals are not permitted. Barefoot and jeans are not allowed on the premises. All users must wear a top whilst training in the IAC.

9. Conduct

a) Members and guests should use the equipment and facilities in accordance with the advice given by Brunel Sport staff and/or by notices suitably posted. Members and guests should not abuse the equipment or facilities of the IAC and any member or guest who willingly or negligently causes such damage shall be liable to pay for the equipment to be repaired or replaced. No equipment is to be moved or taken outside of the IAC.

b) Disorderly, rude or offensive behaviour will result in the termination of membership. For the purpose of membership and for the purpose of this rule; a single breach will be regarded as serious.

c) No member or guest shall bring food or intoxicating liquor into the IAC.

d) Smoking is not permitted in any part of the building.

e) Members or guests may not use the facilities whilst under the influence of alcohol, narcotics or other mood-altering substances.

f) Cars parked in the car park or elsewhere on the premises of the IAC, and all contents in them are left entirely at the owner's risk and Brunel Sport will accept no liability for the loss or damage in respect thereof, unless caused by negligence of the management, employees or agents of the Company.

g) All members and guests must take a small towel into the IAC when working out, in order to wipe down equipment as a courtesy to the next user.

h) All equipment must be placed away after use, particularly in the gym area. Members or guests continually leaving equipment out after use may receive a ban from the gym area.

10. Other

a) Personal information will be processed in accordance with the UK General Data Protection Regulation, the Data Protection Act 2018 and Brunel University of London's applicable privacy notice.

b) Brunel Sport may take photographs or recordings within the facility for press or promotional purposes. Where an individual is clearly identifiable and is the focus of the photograph or recording, appropriate consent will be obtained. Members and guests will be given reasonable notice where general photography or filming is taking place.

c) The management may from time to time wish to show potential members or others around the IAC and allow them to use the facilities on a daily basis and reserves the right to do so.

d) The IAC's normal hours of operation and the hours during which its facilities are available to members are published on the Brunel Sport website and can be obtained upon request.

The IAC membership prices reflect the annual University events that take place in the IAC such as graduation and examinations. Members are not entitled to any refund or membership extension relating to these closure periods. IAC members will not automatically have access to the Sports Centre Gym during these closure periods. Any access will be at the discretion of the Sports Centre Gym Manager.