

Brunel Gym

Membership Terms and Conditions

1. Brunel University Gym

a) The Gym is managed by Brunel Sport, the sport department of Brunel University 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 rules of membership as detailed below, and relate to the opening hours, use of facilities and your conduct. The management may make reasonable changes to these rules at any time provided we give you reasonable notice of the change.

2. Membership

a) Membership is subject to the rules and regulations of the Gym.

b) The management reserves the right to reject an application of membership to the Gym.

c) Membership is personal to the member. All memberships are non-assignable, non-transferable and non-refundable, except as specified in these rules and only at the discretion of the management.

d) Upon acceptance, the member may be issued with a membership disc and the member shall be entitled to all of the rights and privileges exercisable by the class of membership for which their application has been accepted.

e) A member may not loan or permit to be used by anyone their membership disc. The Company can assign the benefit of these agreements to any person, firm or Company at any time without notice to the member.

f) If a membership disc is lost/misplaced or no longer working, the management will replace the disc. A discretionary charge may apply.

g) Any member wishing to enter the Gym without a valid membership disc will only be admitted with the absolute discretion of the management.

h) If no membership disc is assigned to the member, then the individual agrees to abide by the Gym rules for signing in.

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 you have indicated your acceptance by agreeing to the online membership forms and completing the web sign-up process. Your membership starts immediately and you will be entitled to all the rights and privileges exercisable for the type of membership chosen.

c) Membership fees are payable monthly by Recurring Card Payment (RCP). RCP payments will be deducted every month on the day of the month when you signed up online. This may occasionally vary due to bank holidays and weekends.

d) Membership fees may be increased at the discretion of the management.

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 you fail to make any amount due under this agreement, your access to the gym will be stopped. If this continues for a

period of more than thirty days, then we may pass the debt onto a third party for collection. Any additional costs incurred by Brunel University London in the pursuit of a defaulted contract will be added to the outstanding sums owed by the member. By agreeing online electronically, the member has accepted these terms and conditions and will be bound by them.

h) Credit or Debit card details must be supplied at the time of joining.

i) RCP members can freeze their membership up to a maximum of 3 months at any one time. Freeze requests must be made via an email to sportscentre@brunel.ac.uk and received no later than the 10 days before your monthly payment is due. Freezes can only begin on the first day of the members new monthly payment period and will run for the entirety of that month. If a member wishes to unfreeze mid-month then a pro-rata fee will apply.

j) The 12-month annual membership fee must be paid in full and upfront at the start of the membership term. Once payment has been made and the membership has commenced, the annual membership fee is non-refundable, and no full or partial refunds will be provided for any unused portion of the membership term.

Membership is personal to the individual named on the membership agreement and is strictly non-transferable.

k) Membership change requests in the form of upgrades or downgrades must be made via an email to sportscentre@brunel.ac.uk and received no later than 10 days before your next monthly payment is due. Upgrades will only start from your next available payment date. Refunds will not be given for membership downgrades.

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 shall forfeit all of the privileges of membership with immediate effect without claim for any refund of their monthly membership charges paid in advance, and shall remain liable for any part of the initial joining fee which remains due to the Company at the date of termination of membership.

c) On termination of their membership the member must return their membership disc and any other evidence of membership provided to that member by the Gym and shall settle any outstanding debts.

d) Any RCP member wishing to cancel must provide a minimum of 10 days' notice before your next payment date via an email to sportscentre@brunel.ac.uk requesting Gym membership cancellation. If the members next payment date falls within this 10-day period the full monthly amount must be paid. Access to the gym will continue throughout the notice period. All subscriptions and dues must be fully paid up at the time of cancellation.

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

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Company or 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. Guests

a) Members introducing guests shall ensure that their guests register their details with the Gym. By doing so, guests will be opting in to the Gym Health Commitment Statement.

b) Guests must be accompanied by the member introducing them, and will be responsible for the Guest's actions whilst on the Gym premises.

d) Guests with a valid Guest Pass will have the same membership privileges as the member who is escorting them and will be subject to the same rules. It is the responsibility of the member introducing a guest to ensure that the guest complies with the Gym Rules.

e) The management reserves the right to exclude any guest from the Gym without giving any reason for doing so, and may regulate charges levied for Guest Passes.

8. Children

a) Children under 18 years of age are not permitted to use the Brunel Gym on their own. 16 & 17-year-old teenagers are permitted to use the facility with a signed permission email/disclaimer from their parent/guardian granting them permission. Management may deem it necessary for the user to be accompanied by an adult. Management reserve the right to terminate membership should the user misuse equipment or misbehave.

9. 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.

10. Reservations

a) All reservations for service and/or programmes may be made up to one week in advance, except for 'Premium' members who are able to book up to 10 days 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.

11. 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 their guests must take a small towel into the Gym when working out in order to wipe down the equipment as a courtesy to the next user.

12. Other

a) Under the Data Protection Act 1998, we are required to inform you that the information you have provided will be held on our computer database for management information. For more information on how we use your personal information see our privacy policy.

b) The management reserves the right to use any individual or group photographs of members and/or guests for press or promotional purposes.

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 normal hours of operation and the hours which any facilities within the Gym are available to members 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 London (the Company).
- b) You agree to comply with the rules of membership as detailed below, and relate to the opening hours, use of facilities and your conduct. The management may make reasonable changes to these rules at any time provided we give you reasonable notice of the change.

2. Membership

- a) Membership is subject to the rules and regulations of the IAC.
- b) The management reserves the right to reject an application of membership to the IAC.
- c) Membership is personal to the member. All memberships are non-assignable, non-transferable and non-refundable, except as specified in these rules and only at the discretion of the management.
- d) Upon acceptance, the member may be issued with a membership disc and the member shall be entitled to all of the rights and privileges exercisable by the class of membership for which their application has been accepted.
- e) A member may not loan or permit to be used by anyone their membership disc. The Company can assign the benefit of these agreements to any person, firm or Company at any time without notice to the member.
- f) If a membership disc is lost/misplaced or no longer working, the management will replace the disc. A discretionary charge may apply.
- g) Any member wishing to enter the IAC without a valid membership disc will only be admitted with the absolute discretion of the management.
- h) If no membership disc is assigned to the member, then the individual agrees to abide by the IAC rules for signing in.

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 you have indicated your acceptance by agreeing to the online membership forms and completing the web sign-up process. Your membership starts immediately and you will be entitled to all the rights and privileges exercisable for the type of membership chosen.
- c) Membership fees are payable monthly by Recurring Card Payment (RCP). RCP payments will be deducted every month on the day of the month when you signed up online. This may occasionally vary due to bank holidays and weekends.
- d) Membership fees may be increased at the discretion of the management.
- 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 you fail to make any amount due under this agreement, your access to the gym will be stopped. If this continues for a period of more than thirty days, then we may pass the debt onto a third party for collection. Any additional costs incurred by Brunel University London in the pursuit of a defaulted contract will be added to the outstanding sums owed by the member. By agreeing online electronically, the member has accepted these terms and conditions and will be bound by them.
- h) Credit or Debit card details must be supplied at the time of joining.

- i) RCP members can freeze their membership up to a maximum of 3 months at any one time. Freeze requests must be made via an email to IAC@brunel.ac.uk and received no later than the 10 days before the members next monthly payment is due.

Freezes can only begin on the first day of the members new monthly payment period and will run for the entirety of that month. If a member wishes to unfreeze mid-month then a pro-rata fee will apply.

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 shall forfeit all of the privileges of membership with immediate effect without claim for any refund of their initial joining fee or monthly membership charges paid in advance, and shall remain liable for any part of the initial joining fee which remains due to the Company at the date of termination of membership.
- c) On termination of their membership the member must return their membership card/disc and any other evidence of membership provided to that member by the IAC and shall settle any outstanding debts.
- d) Any RCP member wishing to cancel must provide a minimum of 10 days' notice before your next payment date via an email to IAC@brunel.ac.uk requesting IAC membership cancellation. If the members next payment date falls within this 10-day period the full monthly amount must be paid. Access to the gym will continue throughout the notice period. All subscriptions and dues must be fully paid up at the time of cancellation.

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 or 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

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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- & 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. Slides, 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 their guests must take a small towel into the gymnasium when working out in order to wipe down the 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.

12. Other

a) Under the Data Protection Act 1998, we are required to inform you that the information you have provided will be held on our computer database for management information. For more information on how we use your personal information see our privacy policy.

b) The management reserves the right to use any individual or group photographs of members and/or guests for press or promotional purposes.

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 reserve the right to do so.

d) The IAC normal hours of operation and the hours which any facilities within the Gym are available to members 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 exams. 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, access will be at the discretion of Sports Centre Gym Manager.