



## 1. Definitions

**Block/Contractual Booking:** A booking for a series of uses of facilities at different times.

**Centre Manager:** the University Sport and Recreation Department Manager/Head of Sport.

**Duty Supervisor:** the University Sport and Recreation manager on duty at the relevant location.

**Email:** [sport@port.ac.uk](mailto:sport@port.ac.uk)

**Facilities:** The premises, equipment and other facilities of the Sport and Recreation Department.

**Guest:** A user that attends a booking with the member or person making the booking.

**Gym Induction:** To include our free online video induction available at [www.sportportsmouth.co.uk](http://www.sportportsmouth.co.uk) (3 questions about the content of the gym induction video must be answered correctly at reception before access is permitted), or by completing a face to face induction delivered by a qualified member of staff employed by the University of Portsmouth Department of Sport and Recreation.

**Members:** A user who has a valid membership of the centre by currently paying an annual, bi-annual, monthly, or a special offer fee for use of some or all of the facilities.

**Non-members:** A user who does not have a valid membership but still uses some or all our facilities or services.

**Session:** A booking for use of facilities at one time and for the duration of a booking.

**Department of Sport and Recreation:** The University Sport and Recreation Department operating from the centres locations on University premises being St. Paul's Gym, Spinnaker Sports

Centre, and Langstone Sports Site.

**Sports Staff:** Any person or persons which obtain an employment contract for the Department of Sport and Recreation.

**User:** Any person who uses our facilities for any service we have on offer.

**Website:** [www.sportportsmouth.co.uk](http://www.sportportsmouth.co.uk)

## 2. General

2.1 Members must visit the reception and produce their student/staff or associate/community membership card prior to taking part in any activity. Members who have completed a Gym Induction can use their card to access the gym through the turnstiles.

2.2 Both members and non-members must read the Health Commitment Statement which is displayed in the Facility and agree to its terms prior to obtaining their membership. If you know or are concerned that you have a medical condition which might interfere with you exercising safely you should seek advice from a medical professional.

2.3 Appropriate attire and footwear should be worn for each activity. Jumpers, vests or t-shirts should be worn at all times. Jeans, flip flops and canvas pumps are not permitted.

2.4 Members must behave in an appropriate manner at all times. The University of Portsmouth reserves the right to refuse entry and use of the Facility should an individual's behaviour or appearance be deemed inappropriate.

2.5 Any person utilising Sport and Recreation Facilities or partaking in activities within the department are expected to comply with the Sport and Recreation department 'Duty of Care' statement.

2.6 No food or drink, with the exception of water is allowed in the sports halls or indoor areas.

2.7 Smoking is strictly prohibited in all sports Facilities, as well as on any outdoor sports areas.

2.8 Children under the age of 16 are not permitted to enter the indoor Facilities unless they are to be supervised by a responsible person whilst partaking in any activity or session.

2.9 Lost or stolen property should be reported to reception as soon as possible where the matter will be dealt with in the appropriate manner.

2.10 Lost property will be retained for four weeks, following which it will be destroyed or sold at the University's discretion. All monies raised are donated to the University of Portsmouth's flagship charity Brain Tumour Research. Valuable items are taken to the central university lost property store (St Andrews Court or Security Lodge).

2.11 Pets and other animals are not permitted on/ in any Facility including outside Facilities. The only exceptions to this are guide dogs for the blind, hearing dogs for the deaf and other working dogs that assist people with disabilities.

2.12 Photography is not permitted in any Facility without the prior permission of the Centre Manager.

### **3. Members**

3.1 Please refer to the membership terms and conditions.

### **4. Non members**

4.1 Non-members can book courts and take part in any activity providing they have paid the appropriate fee, read the Health Commitment Statement and agreed to its terms. This is displayed at all sites and should be read by all non-members at reception when they book in for their court, class or a gym session.

4.2 Relevant contact information will be collected from Non-members and a picture will be taken to allow future booking. Non-members consent to the recording and use of their personal data in this manner.

4.3 Those using St Paul's Gym (free weights, cardio, resistance and functional areas) must complete a Gym Induction prior to exercising.

4.4 All Non-members must report to reception before playing any racket sport to pay an additional guest charge.

4.5 All Non-member bookings must be paid for at the time of booking.

4.6 Any Non-member guest that attends a booking with a member should pay a guest fee.

### **5. Bookings and Activities**

5.1 All Members must produce a valid membership card or quote a valid membership number when making a booking. The person booking the court must be present for the duration of the booking and cannot book a court on someone else's behalf.

5.2 The person making the booking is required to ensure all guests have read the Health Commitment Statement and agreed to its terms, and paid any guest fees before playing.

5.3 Members may book a court activity 7 days in advance. This is limited to the facilities/activities which they are entitled to use free of charge.

5.4 All classes can only be booked either online, via our mobile app, by telephone or in person 3 days in advance.

5.5 If you are booked on a waiting list for classes, you will be contacted via email when a space becomes available. If you opt out of receiving marketing materials, you will not receive these emails.

5.6 All bookings are dealt with on a first come first served basis.

5.7 Only one court can be booked at any one time.

5.8 A maximum of six people can use any one court.

5.9 A maximum of two sessions can only be booked at any one time.

5.10 Vacation times are all considered off-peak.

5.11 Membership entitles the holder to free court hire for badminton, squash, table-tennis, tennis, and netball (outdoors) subject to court availability and when within their permitted membership-specific hours and subscription type. However all non-member guests must pay the appropriate entry/guest fee each time they visit.

5.12 To guarantee entry to an activity, Members must book in advance, regardless of membership category.

5.13 Activities will be charged at the appropriate rate according to the time of entry/start time of the booking.

5.14 Non-members will be charged the Non-members rate at the time of booking (full or off-peak depending on time of booking).

5.15 A £10 charge will apply in the event of lost squash card.

5.16 Customers cannot use the sports hall or studios for sub letting purposes under any circumstances.

5.17 All club and special event bookings are dealt with by the Bookings and Finance Administrator during normal office hours.

5.18 The person making the booking must state if they are going to use their court booking for sub-letting purposes as normal bookings are restricted for leisure purposes only. Please check with the Bookings and Finance Administrator for latest fees.

5.19 Sports hall bookings may be reduced to 55 minutes play due to equipment set up at beginning of each session.

5.20 Payment must be made upon booking in order to secure your booking.

5.21 If any booked sessions are unattended, a debt will appear on your account and online access restricted which will need to be repaid before future access is permitted.

## **6. Cancellation of Bookings**

6.1 If you are unable to play on a badminton or table tennis court for your specified time you have booked, you must inform the Department of Sport and Recreation at least 1 hour before. Money cannot be refunded after this time.

6.2 For sports hall (whole or half) bookings, 24 hours' notice should be provided to the Department of Sport and Recreation for monies to be refunded. Bookings can be moved providing 24 hours' notice is provided.

6.3 Details of cancellation charges for block bookings are included in the information pack sent to all relevant customers.

6.4 If a member attempts to cancel a booked activity, they are able to do so online up until 2 hours before the start time. Within the 2 hour period members can only cancel by calling reception or in person.

6.5 If a member attempts to cancel a class they are able to do so online up until 2 hours before the start time. Within the 2 hour period members can only cancel by calling reception or in person. This will prompt a cancellation reason to be entered and if reason is not supplied then Sport and Recreation hold the right to treat this as a late cancellation and penalise as per the below:

3-4 late cancellations - 1 week online booking restriction

5+ late cancellations - 2 week online booking restriction

6.6 Members must give a minimum of 2 hours notice if they wish to cancel a personal training session or programme, failure to give 2 hours notice will result in the session being lost.

## **7. Internet Bookings and App Bookings**

7.1 Bookings made on the internet and via our app are subject to all of the Sport and Recreation terms and conditions.

## **8. Hiring of Equipment**

8.1 All equipment hire requires appropriate payment.

8.2 A non-returnable fee applies for racket hire. Footballs, Basketballs, Netballs, and Volleyballs can be hired for bookings in return for a £5 refundable deposit.

8.3 Should any hired equipment not be returned, the Department of Sport and Recreation reserve the right to temporarily suspend service and reclaim any replacement costs against the lender.

8.4 Bank or credit cards and keys cannot be accepted as a deposit.

## 9. Classes

9.1 Each class has a limited number of available places.

9.2 Bookings for classes can be made three days in advance of the class.

9.3 Cancellations for classes must be made prior to 2 hours of the class starting in person, over the phone, via our app and online to avoid restrictions to your membership. Within the 2 hour period members can only cancel by calling reception or in person. Individuals who repeatedly cancel bookings to the detriment of other users will be contacted by the University. The University reserves the right to take appropriate action.

9.4 Tickets must be collected and membership cards swiped at reception or the kiosk prior to the class and handed to the instructor before the class commences, failure to do so may result in expulsion from the class. Tickets are non-transferable.

9.5 Fitness class instructors reserve the right to refuse entry to a class if the class has already started or if the participant is wearing inappropriate clothing for that class.

9.6 There may be occasions when classes are cancelled or changed to an alternative class at short notice for varying reasons.

9.7 The Department of Sport and Recreation will endeavour to make alternative arrangements for cancelled classes and may replace a live class with a virtual class. A live class programme can be viewed at [www.sportportsmouth.co.uk/gym-classes](http://www.sportportsmouth.co.uk/gym-classes) or through our mobile app.

9.8 Failure to attend 3 or 4 booked classes within a 2 week period will result in a 1 week online booking restriction being applied and failure to attend 5 or more classes will result in a 2 week online booking restriction. If you fail to attend 1 or more classes for three consecutive weeks Sport and Recreation reserve the right to restrict access to classes and other facilities for a period of 1 week.

## 10. The Gym (Free-weights, Cardio, Resistance and Functional Areas)

10.1 University/membership cards should be kept with you when using the gym, with access controlled by the turnstiles.

10.2 A limit is placed upon the number of members in the gym at any one time. This may vary during inductions, maintenance work and external bookings.

10.3 All persons must have completed a Gym Induction prior to their first exercise session.

10.4 Members must seek advice from Sports Staff before using equipment that was not covered in their induction.

10.5 Members can take guests in to the gym at any time providing the Guest has completed an induction and paid the relevant fee.

10.6 Bags, coats and personal items should NOT be brought into the gym. Lockers are provided outside of the changing areas and in both the male and female changing areas, coin return key rings can be purchased from reception.

10.7 It is recommended that all Members bring a towel into the gym for hygiene reasons; Members are asked to rest away from the machines to allow other users access and always wear appropriate sports apparel.

10.8 Members are required to wipe down machines to remove their sweat with wipepods provided after using any piece of equipment.

10.9 In compliance with health and safety procedures members are required to return any equipment used to the racks provided, in particular free weight equipment. Failure to do so may result in loss of service (typically 7 days after 3 warnings).

10.10 No individual under the age of 16 years old may enter the gym, or use any of the equipment.

10.11 The free online video induction is available at [www.sportportsmouth.co.uk/join-now](http://www.sportportsmouth.co.uk/join-now), Members and Non-members are able to view the induction online for free.

10.12 It is the User's responsibility to ensure they understand fully the operation of gym equipment, should the User require any more information they should seek advice from a qualified member of staff.

## 11. Charges

11.1 Members are entitled to use all facilities at Sport and Recreation subject to availability (users of the gym must have completed an induction). The cost of activities will vary depending upon the membership category and price level, details of which can be found in the Guide to Services Booklet located at the Sport and Recreation receptions and on the website [www.sportportsmouth.co.uk](http://www.sportportsmouth.co.uk).

## 12. Health, Safety and Physical Activity

12.1 Users will comply with the University of Portsmouth's Health and Safety Policy.

12.2 Contractual bookings will be subject to completion of a satisfactory risk assessment where required by law or otherwise indicated by Sports Staff.

12.3 Users must check facilities before use and report any concerns immediately to Sports Staff.

12.4 Sport and recreation reserve the right to refuse access to any Facility or area of a Facility if it is deemed to be unsafe or unsuitable for use. This includes where the recommended number of users for a Facility has been reached.

12.5 Notices and signs displayed around Sport and Recreation Facilities (indoor and outdoor) must be obeyed at all times. Notice boards and door sign holders will be updated with important information and should be regularly checked by all Members.

12.6 All accidents that occur on Sport and Recreation Facilities must be reported to the Duty Supervisor immediately by contacting reception.

12.7 Any vehicles parked in University car parks, including all contents, are the owner's responsibility and no liability will be accepted by Sport and Recreation. Neither the University of Portsmouth nor the Sport and Recreation limits or excludes its liability for death or personal injury caused by its negligence (or its liability for fraud). For information on the University of Portsmouth Car Parking policies please visit [www.port.ac.uk/departments/services/estates/campusenvironment/carparking/](http://www.port.ac.uk/departments/services/estates/campusenvironment/carparking/).

12.8 Sports staff will not tolerate rude, abusive or inappropriate behaviour and reserve the right to cancel a booking or refuse entry to the Facilities at short notice. In extreme cases University security staff may be called, and subsequently police should staff feel threatened; and or intimidated by any individual/s behaviour or actions. Membership may be suspended or cancelled if deemed appropriate due to the actions of the Member.

12.9 No electrical equipment may be bought into any indoor facility without prior approval by the Centre Manager.

12.10 All electrical items must conform to relevant legal standards and may only be used after confirmation of acceptability by the Centre Manager.

12.10.1 You should not take part in any physical activity for which you may not be fit. You are responsible for monitoring your own condition during physical activity in line with the Health Commitment Statement. If you develop any unusual symptoms you must stop the activity immediately and tell a member of staff.

12.10.2 Sport and Recreation will not be responsible for any harm that you suffer as a result of taking part in any activity unless it is caused by our negligence or our failure to take reasonable care.

12.10.3 Members must wear suitable sports clothing and footwear for the activity being undertaken (wearing sandals, flip flops or training in bare feet is not permitted).

12.10.4 If you suffer from a pre-existing medical condition, are pregnant or returning to exercise after a long break please seek advice from your GP before commencing an exercise programme or regime.

12.10.5 If a Member or users circumstances change at any time, they should consult Sports Staff immediately and, if required, be prepared to seek medical advice.

12.10.6 Users should read the Health Commitment Statement prior to partaking in any type of exercise. These are displayed at each reception area for you to read.

### **13. Use of Lockers**

13.1 Personal belongings should be left in a locker while taking part in any activity.

13.2 Members can purchase a padlock or a coin return keyring from main reception and use the lockers when using the facilities; the minimum shackle size should be 6mm in diameter.

13.3 All lockers must be emptied when the customer is not using the facilities. Any property left in a locker overnight or when a member is not in the building will be removed and retained for one month by the Department of Sport and Recreation, please see section 2 which outlines what we do with lost property.

13.4 All belongings are brought on to the premises at your own risk. We cannot accept responsibility for any lost or stolen items.

13.5 If you lose a locker key, you will be charged a £5 replacement fee payable at reception.

### **14. Vacation and Exam periods**

14.1 Vacation opening times are as follows: 07.30hrs-21.00hrs Monday to Friday; 08.30hrs-13.30hrs at weekends (St Paul's only).

14.2 Opening times and the availability of facilities and programmes may change during University vacations and exam periods.

14.3 The fitness class timetable may vary during University vacations and exam periods.

14.4 The Department of Sport and Recreation reserve the right to cancel, suspend or change services at short notice where applicable.

14.5 During times throughout the year the University uses our Facilities for open days, gowning and exams, this is beyond Sport and Recreations control and services may experience disruption.

### **15. Use of Facilities**

15.1 All Members are entitled to use the Facilities during opening hours. The University does, however, reserve the right to close the Facility for any period of time when required for extreme weather conditions, tournaments, exhibitions or other activities, or in connection with any repair, alteration or other maintenance work. Advance notice of any closure periods will be given wherever possible.

15.2 Due to our commitment to improving the University sports facilities certain activities may be restricted when building work or the delivery of equipment is being carried out.

15.3 We are unable to refund memberships taken out for these individual activities but the department will endeavour to offer alternatives where possible.

### **16. Variations**

16.1 The University of Portsmouth reserves the right to alter these rules and regulations, the prices and the times or periods during which Members with a particular category of membership are allowed to use the Facilities without notice, other than by posting the revised prices, rules, regulations, times or periods on the website ([www.sportportsmouth.co.uk](http://www.sportportsmouth.co.uk)).

16.2 The alterations or revisions will apply from the date of first posting on the website ([www.sportportsmouth.co.uk](http://www.sportportsmouth.co.uk)), except for prices, which will apply from the next renewal date.

### **17. Comments and complaints**

17.1 If Members/Users wish to make a complaint, raise a concern, or compliment us on our services and facilities, customer comment forms are