



The University of Portsmouth (“the University”) wants its members to enjoy and make the most of its gym facilities. To ensure you know your rights and responsibilities when using the gym it is important that you read and understand this Agreement.

1. Principle Terms

1.1 This Agreement commences once you have signed the membership form either in hard copy, online or via the University’s app.

1.2 It is your responsibility to ensure that you, and any of your guests, comply at all times with the terms of this Agreement and the Rules of Membership displayed at reception.

1.3 You are entitled to all the rights and privileges for the Contract Type chosen. There are two main Contract Types:

	Contract Type
1.3 A.	Full Membership
1.3 B.	Get Active Membership

1.4 Different Contract Types entitle members to different benefits. These are set out in full in the schedule attached to this Agreement.

1.5 All members are required to complete a gym induction prior to using the University facilities.

1.6 Members are responsible for their guests and their compliance with the terms of this Agreement and the Rules of Membership at all times.

1.7 Membership does not guarantee access to classes/facilities. You must reserve your place in advance by either booking on line, via the University’s mobile app, by visiting the gym reception or by contacting the gym by telephone on 023 9284 5555.

1.8 When applying for membership, completion of a membership form and proof of status will be required.

2. Fees and Charges

2.1 The member shall pay the University’s standard charges for gym membership. The member will also pay any such charges and penalties which are set out in the Rules of Membership. All relevant charges are set out on the University’s website, sportportsmouth.co.uk.

2.2 The signed contract must be accompanied by the first periodic subscription.

2.3 Where you choose to pay by direct debit you will pay monthly in instalments. The instalments will be collected by Debit Finance Collections PLC (DFC) and will show up on your bank statement as “DEBIT FINANCE XXXXXXXX XXXXXXXXXXXX” with the X representing your reference numbers. Your monthly direct debit is due on the first or fifteenth working day of each month depending on the date you select. A pro rata payment will be required depending on your joining date. This is calculated by the number of days between the date of joining and your first scheduled direct debit payment date.

2.4 For the avoidance of doubt, you are obligated to make every monthly payment regardless of non- attendance, whatever the reason for non- attendance might be, except during suspension of membership by agreement with the University in accordance with clause 4.2 below.

2.5 Use of the University gym and all related services will be withheld while a debt remains on a members account.

2.6 If a member has a direct debit debt on their account they will incur the following charges if you have an associate or community membership only:

Failure to pay on the subscription date due:	£15.00
Failure to pay the missed subscription within 7 days of the date of a reminder:	£30.00
Failure to pay the arrears and accrued charges within 7 days of the date of the final notice:	£45.00

2.7 You will need to give DFC 30 days' notice of your intention to cancel your direct debit at the end of your minimum membership period (contact details 01908 422 007, info@debitfinance.co.uk). Your direct debit will not terminate automatically and we are unable to cancel for you.

2.8 When enrolling on to the Staff Deduction Scheme you confirm that you are a fixed term/permanent contracted member of staff at the University of Portsmouth and agree to abide by the University's regulations for using the Sports Facilities.

2.9 As part of a staff deduction membership you authorise the monthly deduction of the published charges for membership to Sport and Recreation, directly from your net salary for a minimum of 6 months, and then on a rolling basis until you decide to cancel. The agreement commences once the member has signed the membership form either online or via the University's app.

2.10 The first payment to be deducted from your net salary will be dependent upon the Payroll Deadline each month. If the agreement commences prior to the payroll deadline of the current pay period month, you will pay 2 payments the following month.

2.11 After the initial six month contract, staff deduction memberships can be terminated upon request in line with each month. To terminate your membership please contact staffdeduction@port.ac.uk. If the cancellation agreement is made after the payroll deadline of the current pay period, you will receive a refund the following month.

2.12 The University reserves the right to amend its prices from time to time.

3. Freezing your membership

3.1 The freezing or suspension of memberships is at the manager's discretion and will only be considered in the event of illness or injury.

4. Terminating your Membership

4.1 If a member is an officer, employee or student of the University, the member may terminate this Agreement if he or she ceases to be an employee, officer or student of the University on production of appropriate evidence of this.

4.2 A member may request to terminate the Agreement if he/she suffers an injury or medical conditions which substantially impacts on the member's ability to use the gymnasium facilities. Any termination in accordance with this clause will be at the University's sole discretion. The University reserve the right to request appropriate evidence of injury or illness.

4.3 The University may terminate this Agreement with immediate effect if, in the reasonable opinion of the University, a member causes serious or repeated annoyance, or nuisance to any University staff, other member or guest, brings the character of the University into disrepute or fails to abide by the terms of this Agreement and/or the Rules of Membership.

5. Membership Cards

5.1 All members must present their membership card to gain access to the University facilities. Failure to present your student, staff, associate or community member card upon arrival may result in you being denied access to the facilities.

5.2 Your membership is not transferable. Should another person use your card to gain access to the University facilities, the University reserves the right to terminate your membership without notice or refund.

6. Limitation of Liability

6.1 We will compensate you for any loss or damage you may suffer if we fail to carry out our obligations under this Agreement or to a reasonable standard or breach any duties imposed on us by law (including if we cause death or personal injury to you by our negligence) unless the loss or damage is attributable to: your own fault or; a third party unconnected with our provision of services under this Agreement or; events which neither we nor our suppliers could have foreseen or forestalled even if we had taken all reasonable care.

6.2 Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.

7. General Terms

7.1 You agree to comply with the Rules of Membership which are displayed prominently in the gym and relate to opening hours, use of the facilities and your conduct. We may make any reasonable changes to these rules at any time provided we give you advance notice of the change by displaying the rules on a gym noticeboard. If we make a significant permanent change to the opening hours or facilities available you may cancel your Agreement with effect from the date of the change. You must give notice of cancellation within one month of publication of the change. We will refund to you any fees paid for the period since the change was in force.

7.2 The University will allow you to use the facilities, provided that you seek advice from a member of staff if you are in any way unfamiliar with a particular piece of equipment or type of exercise. Furthermore you will undertake to consult staff on an ongoing basis in relation to the safe use of the gym facilities and equipment.

7.3 We may assign the benefit of this Agreement and our rights thereunder to a third party on notice to you.

7.4 You agree to advise us immediately of any change to the Members details overleaf.

7.5 This Agreement is governed by English Law.

7.6 In the event that a single term, condition or rule of membership is found to be unenforceable, all other terms, conditions and rules shall remain unaffected.

7.7 Your right to change, suspend or transfer your membership is waived if you fail to make a payment in accordance with the terms set out in this Agreement and your account is in default. The University may, at its discretion, reinstate any of these rights in the event that your default is rectified to the University's satisfaction.

IMPORTANT - USE OF YOUR INFORMATION

We may use your personal data to contact you regarding your membership at the gym. We may also use CCTV to monitor our premises for security purposes. You consent to having your photograph taken for identification via our membership database. By taking a membership with the gym you consent to the use of your personal data in this manner. For more information on how we use your data please visit sportportsmouth.co.uk/privacy.

Schedule to the Agreement

Contract Type	Benefits	Access Rights
Full Membership	<ul style="list-style-type: none">- Unlimited use of St Paul's Gym (free weights, cardio, resistance and functional areas)- Unlimited fitness classes (where available)- The ability to book badminton, squash and outdoor tennis courts on a free of charge basis provided that bookings are made at least one week in advance of use, no more than two sessions are booked on any one court and no more than one court is booked at any one time.- Entitled to bring up to five guests to play on any squash court booked in accordance with the above provisions.- The ability to book the netball and tennis courts on a free of charge basis provided that bookings are made at least one week in advance of use.- The ability to book 3G, synthetic turf pitch and MUGA up to one week in advance of use (a usage charge and terms and conditions will apply)- The ability to book the sports hall on provision of one weeks' notice (a charge will apply)	All facilities in all open hours

Contract Type	Benefits	Access Rights
Get Active Stay Active	<ul style="list-style-type: none"> - Unlimited use of St Paul's Gym (free weights, cardio, resistance and functional areas, a usage charge will apply) - Unlimited fitness classes (where available, a usage charge will apply) - The ability to book badminton, squash and outdoor tennis courts (a usage charge will apply) provided that bookings are made at least one week in advance of use, no more than two sessions are booked on any one court and no more than one court is booked at any one time. - Entitled to bring up to five guests to play on any squash court booked in accordance with the above provisions (a usage fee may apply). - The ability to book 3G, synthetic turf pitch and MUGA up to one week in advance of use (a usage charge and terms and conditions will apply) - The ability to books the sports hall on provision of one weeks' notice (a charge will apply) - The ability to book on to courses (a usage fee will apply) - Able to attend 'drop-in' sessions, 'learn to' lessons and any activity under the Get Active Stay Active programme (a usage charge may apply) - The ability to visit specified external facilities and complete activities at a subsidised rate upon agreement under the Get Active Stay Active programme 	All facilities in all open hours subject to usage charges

DEBIT FINANCE COLLECTIONS TERMS OF CUSTOMER CONTRACT

Definitions:

Service Provider = "we", "us" or "our"; Customer = "you"; Debit Finance Collections Plc = "DFC"

Terms of your Contract PERIOD OF COMMITMENT

- You are agreeing to subscribe monthly for the services provided by the Service Provider and contracting to remain a subscriber for the minimum period of the contract ("Minimum Period").

- Once you have completed the minimum number of Direct Debit payments we will automatically continue to collect the agreed Direct Debit payment amount on the frequency chosen at the time of setting up the Direct Debit Instruction. Your contract will continue until terminated in accordance with these provisions.

- You may cancel the automatic renewal of this contract at any time by providing at least 1 Months notice in writing or by e-mail (info@debitfinance.co.uk) to DFC.

COOLING OFF PERIOD

- This contract commences once you have indicated your acceptance in the Declaration section of this contract. You have 14 full days after signup to cancel this contract for any reason. To exercise this right, you must inform us of this by post, email or telephone using the details provided. Alternatively, you can notify DFC in writing or by email to info@debitfinance.co.uk. If you exercise this right to cancel, we will reimburse you all joining and subscription fee payments received from you using the same means of payment you used for the initial transaction. If you have used the service before requesting to cancel, then we will reduce your subscription fee refund by a pro rata amount equal to the number of days from signup to the date cancellation was requested.

- Your subscription starts immediately.

- You will be entitled to all the rights and privileges extended to you for the type of subscription chosen.

TERMINATION OF SERVICE, LIMITED RIGHTS TO CANCEL

- During the Minimum Period you may cancel the contract only:

1. If we fail to maintain the standard of service you would reasonably expect.
2. If we alter the operating hours of the services unreasonably resulting in you being subsequently being unable to access the services.
3. If you develop a medical condition which prevents you from using the services on an ongoing basis. An appropriate medical practitioner must provide written evidence that this is so.
4. If you move away from the area by a distance which we consider, at our sole discretion, to be too far to travel to the services for regular use. We shall require evidence that such a move has taken place.
5. If you lose your employment and are subsequently unable to keep up your repayments under this contract. You must produce documentary evidence and we may, at our discretion, suspend your payments for two months. We will then review your financial situation with you.
6. If you become pregnant. You must produce documentary evidence and we may, at our discretion, suspend payments for three months. We will then review your situation with you.

TERMINATION PAYMENT FOR EARLY CANCELLATION

- If you cancel your subscription during the Minimum Period, other than in the circumstances set out above, we shall be entitled to a termination payment ("Termination Payment").

- The Termination Payment will be the total of:

1. Any arrears;
2. Any accumulated late payment charges that have been or will be incurred; and
3. The monthly subscriptions that would otherwise have fallen due before the end of the Minimum Period.

- You will be given credit for early payment, and this will be in the form of a discount applied against the total that you have to pay. For details of how the discount is calculated, please contact DFC.

MISSING PAYMENTS

- If you miss two payments, you will be deemed to have breached your contract.

GIVING NOTICE TO CANCEL

- DFC will continue to collect your monthly subscription after the Minimum Period. Should you not wish to continue subscribing after the Minimum Period, you must give notice to cancel the contract at least 1 calendar month before the final payment of the minimum period. If you wish to cancel the contract at any time after the Minimum Period, you must give at least 1 calendar months notice. The notice should be in writing or by e-mail (info@debitfinance.co.uk) and sent to DFC.

COLLECTING YOUR MONTHLY SUBSCRIPTIONS

- DFC is our agent for the collection of your monthly subscriptions. DFC will collect your subscription monthly in advance on our behalf by Direct Debit. Payments will show on your bank statement as "DEBIT FINANCE XXXXXXXX XXXXXXXXXXXX" with the X representing your reference number.

- If you fail to make a payment on time, you will incur the following charges (students are exempt):

1. Failure to pay on the subscription date due: £15.00.
2. Fail to pay the missed subscription within 7 days of the date of a reminder correspondence: £30.00.
3. Fail to pay the arrears and accrued charges within 7 days of the date of a Final Notice: £45.00.

- Late payment charges become payable immediately when they are incurred.

- Other Charges include:

1. Payment other than by Direct Debit £5.00.
2. Any cheque returned unpaid by your bank £10.00.

- DFC is also our agent for serving notice and collecting any Termination Payment which becomes due. Any notice served on you in accordance with the terms of this contract, will be deemed to have been delivered to you the next day after it is despatched by us, or our agent.

- If you would like to make a complaint with the service you have received from DFC, this should be in writing or by e-mail to (info@debitfinance.co.uk). You may also request a copy of our complaints handling policy.

If you fail to pay any amount due under this agreement for a period of more than 30 days, then we may pass the debt to a third party company for collection. The costs incurred in employing the third party company will be borne by you including the costs in tracing you should you have changed address without telling us.