

TEESSIDE UNIVERSITY

GYM MEMBERSHIP TERMS AND CONDITIONS



Legal & Governance Services, Teesside University, Middlesbrough TS1 3BX

1. Definitions

'Fees' shall mean the membership fees payable for any of the membership products available, as appropriate, at the rate notified to the Member at the time of application for membership or renewal and available at <https://www.tees.ac.uk/sections/sport/gym.cfm>

'Health Commitment Statement' is accessible here <https://sports.tees.ac.uk/bookings/Home/Terms>

'Member' shall mean an individual who holds a valid membership.

'Membership Options' shall mean any of the membership products available as set out on Teesside University's Sport Web-pages see <https://www.tees.ac.uk/sections/sport/gym.cfm> and as further described in Annex 1.

'Teesside Sport' shall mean the sport service of Teesside University

'Teesside Sport Webpages' are accessible here <https://www.tees.ac.uk/sections/sport/>

'Opening Times' shall mean those published on the Teesside Sport Web-pages for each sport facility and may vary throughout the year.

'Sports Facilities' shall mean

Indoor	Outdoor
The Gym	Outdoor 3G Pitch
Squash Courts	Saltergill Playing Fields
Sports Hall	
Studios	
Climbing Wall	
Sauna	
Changing Rooms	

'Teesside Sport Rules and Regulations' are accessible here <https://sports.tees.ac.uk/bookings/Home/Terms>

'Terms & Conditions' shall mean the provisions set out within this document and constitute an agreement between the University and the Member ('you').

'University' shall mean Teesside University of Middlesbrough TS1 3BX.

'User' shall mean both Members and non-members who use the Sport Facilities.

2. Membership

2.1 By entering into this membership agreement, you agree to be bound by these Terms & Conditions. For details of all current membership products available please visit Teesside Sport web pages – www.tees.ac.uk/sport

2.2 As a Member you shall also abide by Teesside Sport Rules and Regulations, which are displayed throughout the Sports Facilities and available to view on the Teesside Sport Web pages. We reserve the right to amend such rules from time to time as deemed appropriate and for the good of Users. Failure to comply with Teesside Sport Rules and Regulations may result in your membership being revoked.

2.3 All Members require a TUSC Card or wristband in order to access the Sport Facilities.

2.3.1 Staff and student Members will have their access privileges uploaded to their TUSC Card.

2.3.2 Replacement TUSC Cards for staff and student Members can be purchased using this link – https://onlineshop.tees.ac.uk/product-catalogue/campus-services/replacement-tusc/replacement-tusc?fbclid=IwZXh0bgNhZW0CMTAAR0hvnOsXtVk1CONbjcAniOglgfsJluB9-K30tGxtUYZ5x2iPmvotHBQCag_aem_AcHqzi_aWEN1QxJ1pqXNMn0gLqkpngX5jY7C THBOR7oummTWBQoCAU7thSob9xTON6DDBXcj01kzNewSMRaDVFxB subject to a fee of £5 payable in full by the Member.

2.3.3 Associate/Alumni Members will be provided with a wristband as part of their membership package which will be uploaded with access rights appropriate to their choice of membership package. A photo will also be taken and added to the member's record. There will be a £5 charge for replacement wristbands.

2.4 Users must produce their TUSC Card/wristband to access the Sports Facilities. Failure to do so will result in our reserving the right to prevent access to the Sports Facilities, or an additional charge at the casual use rate being levied to enable access. The card/wristband remains the property of the University.

2.5 Membership is not transferable to any other individual under any circumstances. Any occurrences may result in immediate cancellation of the membership. If the Member is a staff or student User this could also invoke staff or student disciplinary procedures. In this instance, no refund will be due for any unspent membership term.

2.6 Members must update their contact details at the earliest opportunity if they change from the ones provided when initially registering with Teesside Sport by email to sport@tees.ac.uk. Teesside University will subsequently not be held responsible if a Member does not receive a communication about their membership if it has been sent to a postal or email address that is no longer in use by the Member.

2.7 All new Members must read and sign the Health Commitment Statement as part of the joining up process.

2.8 All new Members must watch and confirm viewing the Induction Video provided by Teesside Sport. Members will receive an email upon confirmation of membership that contains a link to this video should they wish to rewatch at any point.

2.9 Validity of a membership is subject to the Member holding appropriate status of that membership, i.e., Student, Staff, Alumni or Associate status of Teesside University. If this status is to cease e.g., a student loses student status, a staff member if no longer employed, etc. then the membership becomes redundant regardless of when this is.

2.9.9 Individuals looking to take out a membership are encouraged to consider the appropriate type of membership and their status before purchasing to ensure that they get maximum benefit from the membership purchased, e.g., if student status is due to expire due to graduation, a student membership may not be a cost-effective purchase.

2.10 'Gifted' Memberships may be provided to Users as part of a scholarship scheme or recruitment incentive and are seen as a perk or form of support as part of this provision. These are provided to individuals free of charge.

2.10.1 Users with a Gifted Membership are still expected to act in accordance with the Teesside Sport Rules and Regulations. The Teesside Sport Gym Membership Terms and Conditions are still applicable to these Users.

2.10.2 Gifted Memberships still require the User to read and sign the Health Commitment Statement as part of the joining up process. They are also required to watch and confirm viewing the Induction Video provided by Teesside Sport.

2.10.3 Gifted Memberships operate via a TUSC or Wristband as per other forms of membership. Users must produce their TUSC Card/wristband to access the Sports Facilities. Failure to do so will result in our reserving the right to prevent access to the Sports Facilities or an additional charge at the casual use rate being levied to enable access.

2.10.4 Gifted Memberships may vary in Sports Facility access depending on the reasoning for the membership and who this is gifted to. Gifted Membership users will be notified on what level of membership they have.

2.10.5 Gifted Memberships can be revoked should a User no longer be applicable for this via the scholarship or incentive scheme that it was originally gifted through. For example, if a student changes course where no gifted membership is available, withdraws from a scholarship programme, or is unsuccessful at reapplying for a scholarship programme.

2.10.16 Gifted Memberships are at the discretion of Teesside Sport and any associated University department and can be offered, amended, cancelled, or withdrawn at any time.

3. Personal Training (PT)

3.1 PT sessions are not transferable to any other individual under any circumstances.

3.2 PT sessions should be redeemed within 12 months from date of purchase.

3.3 PT sessions cancelled with 12 hours' notice or more, can be rescheduled.

3.4 PT sessions cancelled with less than 12hrs notice or 'no shows' cannot be rescheduled or refunded.

3.5 You have the right to cancel the personal training sessions that have been paid for within a 14-day cooling off period, starting from the day you booked and paid for the sessions, (unless you have received any personal training sessions then no refund can be given). To exercise this right to cancel you should contact sport@tees.ac.uk All monies will be refunded to the account used in the initial transaction, within 28 days of receipt of the email.

3.6 You have the right to a refund on any sessions paid for and not used if you withdraw or suspend from your studies (proof will be required).

3.7 You have the right to a refund on any sessions paid for and not used if there is a change in your personal circumstances such as serious injury to yourself, falling pregnant or death of a close family member which is preventing you from making use of the personal training sessions within the 12-month period.

3.8 In the event that you wish to cancel your personal training sessions in accordance with clause 3.6 and 3.7 you should request this in writing to sport@tees.ac.uk with reasons for your request. If your request is successful, you will be permitted to a refund of the personal training sessions paid for a not used.

4.Sport Facilities

4.1 Access to different Sport Facilities will depend on a Member's level of membership and certain locations will only be available to certain Members. For a full list of available facilities depending on your level of membership please visit <https://www.tees.ac.uk/sections/sport/opening.cfm>.

4.2 'Gifted Memberships' may vary with regards to Sports Facility access that is included. It is the Users responsibility to review this and pay for any additional usage that they desire on top of this.

5.Cancellation of Membership

Cancellation by Us

5.1 We reserve the right to cancel or suspend your membership in any of the following circumstances:

5.1.1 If you commit a serious or repeated breach of the conditions outlined in this document or in the Teesside Sport Rules and Regulations.

5.1.2 If any part of the Fees remains unpaid 14 days after its due date for payment.

5.1.3 If you provide us with details you know to be false when applying for membership.

5.1.4 If you are a member of staff or a student at the University and are assessed under a relevant University procedure to represent a risk to fellow users of the Sports Facilities or the University community.

5.1.5 If you no longer hold the appropriate user status for the membership in question e.g., lose student status, are no longer a staff member, etc.

5.1.6 If you no longer meet the criteria for any of the Gifted Membership received and are therefore no longer eligible e.g., change of course, rejection to scholarship scheme, etc.

5.1.7 In the event of the introduction of Direct Debit or recurring card payment methods, if we are unable to make a collection due to insufficient funds in your account, your membership with Teesside University will be temporarily suspended and access to our Sport Facilities denied. In such circumstances, the University also:

5.1.7.1 does not accept liability for any bank charges incurred if there are insufficient funds in your account to cover our monthly Direct Debit collection.

5.1.7.2 shall not be responsible for any bank fees or charges incurred if subsequent attempt to collect monies owed are unsuccessful.

Cancellation by You – Cooling Off Period

5.2 You have the right to cancel your membership within a 14-day cooling off period, starting from the day you made this agreement, (unless you have purchased a non-refundable membership under a special offer). To exercise this right to cancel you should contact sport@tees.ac.uk. Upon receipt, we will then cancel your membership and all monies will be refunded to the account used in the initial transaction, within 28 days of receipt of the form. We may make a deduction as this will be less any proportionate payments for facilities you have used within the 14-day period.

Cancellation by You within the Membership Period

5.3 The Membership Period runs between 1st September 2024 to 31st August 2025. You may only cancel your membership during the Membership Period in the following circumstances:

5.3.1 If it is within the 14-day cooling off period as set out in 5.2.

5.3.2 If we reduce the Opening Times by 20% or more of the current hours available over a period of 4 weeks or more and a suitable, alternative provision is not offered by us during this period.

5.3.3 If we close any of our facilities appropriate to the membership option taken for a period of over 4 consecutive weeks for refurbishment with no alternative service offered.

5.3.4 You withdraw or suspend from your studies in the case of Student Members (proof will be required).

5.3.5 There is a change in your personal circumstances such as serious injury to yourself, falling pregnant or death of a close family member which is preventing you from making use of the Sports Facilities.

5.4 In the event that you wish to cancel your membership in accordance with clause 5.3, you should request this in writing to sport@tees.ac.uk with reasons for your request. If your request is successful, you will be permitted to a refund of the unexpired portion of your membership period. This is subject to an administration charge of £25. We will not refund you for any retrospective months and so it is your responsibility to notify the Teesside Sport Team of any changes to your circumstances immediately.

5.5 University Staff Users wishing to cancel their Staff Membership can do so by contacting Teesside Sport at sport@tees.ac.uk. Membership will be cancelled through Payroll with salary sacrifice ceased at the next available date.

6. Variation of Terms & Conditions

The University reserves the right to vary the Terms and Conditions outlined in this document. Where any change is deemed significant, we will write to you a minimum of 28 days before any change is implemented. You will be deemed to have accepted these changes unless we receive written notification of your objection.

7. Liability

7.1 By entering into a contract with the University, you agree to not abuse the Sport Facilities or equipment and will pay for any damage to university sport equipment or any other property where you wilfully or negligently cause such damage.

7.2 You agree to behave appropriately at all times and in such manner that respects other Users.

7.3 No Member shall use the equipment available unless the Member is satisfied that he or she is competent to do so safely and properly and in consideration of the Member's own health and safety and that of other Members.

7.4 A Member shall be responsible for any harm or injury caused to another Member or to the University to the extent that it is caused through a Member's own unsafe or improper use of equipment.

7.5 Members are required to adhere to the Teesside Sport Terms and Conditions, and Rules and Regulations, which includes Health & Safety policy, and undertake due responsibility.

7.6 The University will not be responsible for any loss or injury to the Member to the extent that it is caused by a Member's own unsafe or improper use of the equipment.

7.7 The University reserves the right to suspend or revoke membership at any time if a Member does not adhere to safe and proper use of equipment.

7.8 The University shall not be liable for any loss or damage to a Member's possessions within the Sport Facilities.

7.9 Nothing in this agreement shall limit the University's liability for:

7.9.1 Death or personal injury caused by university negligence, or the negligence of its employees, agents, or subcontractors.

7.9.2 Fraud or fraudulent misrepresentation.

7.10 In the absence of any negligence or wilful default or breach of any legal duty by the University the use of all equipment and Sport Facilities is entirely at the Members own risk.

8. Complaints Procedure

8.1 Should you be unhappy with any part of the service we offer, please contact the University, and tell us as soon as reasonably practicable and allow us a reasonable opportunity to address your concerns. If you wish to make a complaint, please email sport@tees.ac.uk. Students are also entitled to use the Student Complaints process if their issue is not resolved by the Teesside Sport Team.

8.2 If an incident should occur within any Sport Facility, this must also be brought to the attention of the most senior member of Staff on duty at that time.

9. Data Protection

Teesside Sport as part of the University fully adheres to the University Policy and guidelines with regard to data protection as a Data Controller. Details of this policy are available on the University website.

Teesside Sport will collect, hold and process your personal information (including personal data and special category data as defined by Data Protection Legislation) for the purposes of:

- Administering your membership
- Communicating with you
- Monitoring health and safety issues; and
- Collecting aggregated, high-level statistics for internal research

Your personal data will not be shared outside of the University unless required by law. As part of this agreement, you agree to keep us updated of any changes to your personal details or circumstances as appropriate.

10. Governing Law

This 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 law of England and Wales and shall have exclusive jurisdiction of the courts of England and Wales.

11. Entire Agreement

This Agreement constitutes the entire contract between the parties. The member acknowledges that they have not relied on any statement, promise or representation made or given by or on behalf of the University, which is not set out or referred to in this agreement.

Annex 1

Membership Options

There are different membership products available for purchase, which have various benefits attached to them. The definition of each of the membership products is detailed on our Teesside Sport Membership webpages. Member benefits are subject to change and can be removed or changed at the discretion of the University.

Student Membership

Student membership is only available to those people who are on a current accredited course by Teesside University and are registered on the Teesside University student database.

Student membership runs from the start of each semester until the end of the semester (specific date varies).

Student Membership may be purchased online (students only) via the Teesside University Sport web pages.

Staff Membership

Staff membership is only available to people who hold a current contract of employment with Teesside University and are on the Teesside University HR database. Once employment is terminated, either by the member of staff or by the University, the benefits of staff membership will be revoked. At this point, a Staff member will revert to the status of an Associate member and any existing salary sacrifice will be amended accordingly. It is the responsibility of the individual to inform Teesside Sport if their employment status changes.

Staff membership can be purchased by salary sacrifice and membership will continue to be paid on a month-by-month basis until terminated.

Associate/Alumni Membership

Associate/Alumni membership is available to the following people with the type of proof required in order to qualify for the benefits. This proof of entitlement will be required on your first visit to Teesside Sport -being at the time of purchase at reception.

Category of Person	Evidence
All Teesside University graduates up to 2 years after graduating	Via membership of Teesside University Alumni Association, email proof.
Students Union Staff	Staff Card
Victoria Building Launchpad Staff	Evidence of business and associate number

Annual Associate Membership/Alumni may be purchased in person at the Olympia reception and runs for 12 months from the date of purchase. Alumni membership is only available for two years after graduation.