

# Membership Agreement

## 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.

**'Member'** shall mean the individual who holds a valid membership.

**'Opening Times'** shall mean those published by Academy of Sport and Wellbeing (ASW) and may vary throughout the year.

**'Sports Facilities'** shall mean Academy of Sport and Wellbeing (ASW).

**'University'** shall mean Perth College UHI.

**'Terms and Conditions'** shall mean the provisions set out within this document and constitute an agreement between Perth College UHI (Academy of Sport and Wellbeing) and the member ('you').

**'User'** shall mean both members and non-members who use the sport facilities.

## 2 Membership

You agree to make a minimum number of 6 payments determined by the membership you have chosen. After this initial term, membership payments are collected monthly until cancellation or suspension is requested. Unpaid membership fees may be referred to a collections agency unless the cancellation procedure has been followed.

### Cancellations

If you want to cancel your membership, all ASW members (including staff and students) must email [aswcancellations.perth@uhi.ac.uk](mailto:aswcancellations.perth@uhi.ac.uk) before the 14<sup>th</sup> of each month for your cancellation to take effect on the 1<sup>st</sup> of the following month.

All staff memberships must be cancelled by the 2<sup>nd</sup> Friday of each month for cancellation to take effect of the following month. Cancellations made after 14<sup>th</sup> of any month, payment will automatically be deducted for the following month. Thereafter, no further payments will be taken.

You will receive email confirmation of your membership end date. The minimum number of monthly payments must still be made.

If you wish to cancel your membership within the first 6 months, full payment for this term is required.

## **Membership Fees**

Membership fees are non-refundable and we reserve the right to review membership fees annually. The member will be given 14 days' notice of any proposed changes and will have the right to cancel the membership using the cancellation procedure, failing which, the increase will be deemed to have been accepted.

Memberships are not transferrable to any other individual. Any member found abusing their membership, will be suspended/cancelled pending an investigation. Staff or students found abusing their membership will be referred to Perth College UHI disciplinary procedure. In this instance, no refund will be due for any unspent membership term.

By entering into this membership agreement, you agree to be bound by these Terms and Conditions.

**Members must bring and use their membership card to swipe in at all times.** Failure to do so will result in the Academy of Sport and Wellbeing reserving the right to prevent access to the Facilities. The card remains the property of Perth College UHI.

There will be a charge of £5.00 for all replacement membership cards.

Members are responsible for updating their contact details. Perth College UHI (Academy of Sport and Wellbeing) are not 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.

### **3 Sport Facilities**

Different areas within the Sport Facilities may have different Opening Times. At times there may be limited access due to special events or curriculum usage.

Access to different Sport Facilities will depend on a member's level/type of membership and certain locations will only be available to certain members.

### **4 Freeze or Cancellation of Membership**

Members paying monthly (direct debit) may freeze their membership for a continuous period of a minimum of 1 calendar month starting on the first of the month and ending on the last day of the month.

If you wish to freeze your membership, you must email [aswcancellation.perth@uhi.ac.uk](mailto:aswcancellation.perth@uhi.ac.uk) and give one month's notice. The email must be received by the 1st of the month. When you resume your membership of the Academy of Sport and Wellbeing after the period of freezing you do not have to pay a further Administration fee and payments will recommence without notification.

The Academy of Sport and Wellbeing reserves the right to refuse a request to freeze memberships unless all monies owed are fully paid prior to the request.

The freezing of memberships is not applicable to those types of memberships that are paid in advance with fixed expiry dates for example, 6 month or annual memberships.

## **Cancellation by Us**

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

- If you commit a serious or repeated breach of acceptable behaviour;
- If any part of the membership fee remains unpaid 14 days after its due date for payment;
- If you provide us with details you know to be false when applying for membership; or
- If we are unable to make a collection due to insufficient funds in your account, your membership with Academy of Sport and Wellbeing will be temporarily suspended and access to our facilities denied. An upfront payment for the month in question will be required to unfreeze your membership and reinstate access rights.

We do not accept liability for any bank charges incurred if there are insufficient funds in your account to cover our monthly direct debit collection.

The University is not responsible for any bank fees or charges incurred if subsequent attempt to collect monies owed are unsuccessful.

## **Cancellation by You – Cooling Off Period**

You have the right to cancel your membership within a 14 day cooling off period, starting from the day you made this agreement. To exercise this right to cancel you should:

- Email [aswcancellation.perth@uhi.ac.uk](mailto:aswcancellation.perth@uhi.ac.uk) to inform us of your cancellation.
- On receipt of the email, 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.

## **Cancellation of Membership by You**

You must cancel your membership before the 14<sup>th</sup> of the month for cancellation to take effect from the following month.

Cancellations made after 14<sup>th</sup> of any month, payment will automatically be deducted for the following month. Thereafter, no further payments will be taken.

**Note:** Regardless of the term of membership, it is the responsibility of the member to cancel their Direct Debit by e-mailing [aswcancellation.perth@uhi.ac.uk](mailto:aswcancellation.perth@uhi.ac.uk) Failure to do so will result in payment continuing to be taken and will not be refunded.

Please e-mail [aswcancellation.perth@uhi.ac.uk](mailto:aswcancellation.perth@uhi.ac.uk) to inform us of your cancellation.

On receipt of the form, we will then cancel your membership from the next direct debit transaction date.

If a direct debit mandate is cancelled directly with the bank after the 14th of any given month preventing collection on the 1st of the following month, membership will be immediately cancelled and you will be liable for any bank charges incurred plus a £30 administration fee in addition to the unpaid fees and any other monies owed on your account.

Any outstanding debt owed to Perth College UHI at that point may be passed on to the Universities Debt Collection Agency for recovery.

## **5 Variation of Terms and Conditions**

Perth College UHI, Academy of Sport and Wellbeing reserves the right to vary the Terms and Conditions outlined in this document. Where any change is deemed significant, we will write to all members. You will have 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 within 28 days of notification.

Full Terms & Conditions are available to view at [www.perth.uhi.ac.uk](http://www.perth.uhi.ac.uk)

## **6 Liability**

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

You agree to behave appropriately at all times and in such manner that respects other customers and staff members.

No member shall use the equipment available unless he or she is competent to do so safely and properly and in consideration of the members own health, safety, and that of other members. If you need any advice at any time, you are responsible for arranging support with an appropriate member of staff.

You are responsible for booking relevant inductions, should you require any, before using the facilities.

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 members own unsafe or improper use of equipment.

Perth College UHI will not be responsible for any loss or injury to the member to the extent that it is caused by a members own unsafe or improper use of the equipment.

Perth College UHI reserves the right to suspend or revoke memberships at any time if a member does not adhere to safe and proper use of equipment.

Perth College UHI shall not be liable for any loss or damage to a members possessions within the facility.

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

- Death or personal injury caused by University negligence, or the negligence of its employees, agents or subcontractors;

- Fraud or fraudulent misrepresentation.

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

## 7 **Complaints Procedure**

Should you be unhappy with any part of the service we offer, please contact us at ASW reception and tell us as soon as reasonably practicable and allow us a reasonable opportunity to address any concerns?

If you wish to make a complaint please detail your concerns in writing and address them to the Commercial Manager, Academy of Sport and Wellbeing.

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

## 8 **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 in this agreement.

## **Membership Options**

There are a number of different membership products available for purchase, which have various benefits attached to them. The definition of each of the membership products is detailed here. Member benefits are subject to change and can be removed or changed at the discretion of Perth College UHI.

### **Gym**

Gym membership includes the following provisions subject. Access to the Fitness Centres (CV equipment, fixed resistance equipment, multi-functional training, Strength and Conditioning room and the Group Exercise classes). All classes and open sessions are subject to availability. There may be times when the gym is used for curriculum and special events, where access may be limited or on occasion not available.

All members must ensure they have completed a PAR-Q before using the facilities. This can be obtained from ASW reception. If your health/well-being status changes at any time, it is your responsibility to inform a member of staff.

An individual health assessment can be carried out for individual member, however this will incur a charge which will be discussed at the time of enquiry.

### **Climbing Centre**

Climbing Centre membership includes full unrestricted access to wall once registered as a competent user of the facility, appropriate to your registration type. There may be times when the centre is used for curriculum, special events, maintenance and/or route setting where access may be limited or on occasion not available. We will at all times highlight non availability as soon as possible.

## **Student Membership**

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

Perth College UHI members will default to graduate/alumni membership upon graduating or leaving the University.

Perth College UHI is not responsible if a Student member fails to cancel their membership before it defaults to that of a graduate member. In this case the member shall assume responsibility for the rate of payment associated with the membership type originally purchased.

At all times, students must hold current Perth College UHI student cards in order to qualify for student memberships.

At the start of the new academic year, students have 2 months to produce their new student card. After this, membership will be suspended and access restricted.

## **Staff Membership**

Staff membership is only available to people who hold a current contract of employment with Perth College UHI and are on the Perth College UHI 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 a Public member and any existing standing order will be amended accordingly. It is the responsibility of the individual to inform Perth College UHI if their employment status changes.

Perth College UHI will also offer staff the opportunity to deduct from their monthly salary. To qualify for this, you must be paid via the University payroll. You will be required to fill in and sign the mandate form at point of taking out membership.

## **Alumni/Graduate Membership**

Graduate 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 if purchasing the membership at ASW reception.

- All Perth College UHI graduates;
- Retired member of staff; Contract of employment. If you are no longer in possession of a copy, ASW will request confirmation of your eligibility from our HR Department.

## **Public Membership**

Public Membership is available to everyone who does not qualify for a discounted membership group.

All members will revert to the Public member classification once their current member classification lapses on the booking system and proof of eligibility will be required in order to change from one classification to another ie graduate.

## **Teen Gym**

All children between the ages of 8 and 15 are entitled to use the fitness facilities providing they are accompanied by an adult at all times.

All children between the ages of 8 and 15 must be under full supervision of an adult at all times.

All children between the ages of 8 and 15 must have completed a teen induction with an instructor and the adult responsible for the child.

All children between the ages of 8 and 15 are not under any circumstances allowed to use any fixed resistance or free weight equipment unless included as part of a fitness programme issued by a fitness instructor.

The adult responsible must take full responsibility for the child to behave appropriately at all times and use the equipment correctly and safely.

## **Periods of Membership**

### **Annual Membership**

Annual memberships represent the best value memberships. The minimum term of membership is 6 months.

### **Purchase, Fees and Charges**

Annual Membership may be purchased at reception desk of Academy of Sport and Wellbeing. Payment can be made in full by either cash or credit/debit card before any use of Sport Facilities or services takes place. It can also be made by setting up a direct debit or staff mandate from for period of membership.

### **Membership Term**

Student and Non-student annual membership run for a minimum of 6 months from the date of purchase.

### **Semester and Summer Membership**

This membership is only available to students. This may suit students who are on short term courses or live away from Perth College UHI during the summer, or indeed are studying at Perth College UHI during the summer.

## Data Protection

Perth College UHI as part of the University fully adheres to the University guidelines in regards to data protection. Details of this policy are available from the University.

As part of this agreement, you agree to keep us updated of any changes to your personal details or circumstances as appropriate.

By signing this membership agreement, I hereby agree and consent that my personal data provided in this form may be collated, used, processed and where the Academy of Sport and Wellbeing is legally obliged to disclose for processing my membership. This is in accordance with the Personal Data Protection Act 2012 and subsidiary legislation related thereto.

By ticking the box, I give consent to receive marketing of promotional materials and invitations to events at the Academy of Sport and Wellbeing, Perth College UHI

For any queries or concerns about how your personal data is being processed you can contact the relevant Data Protection Officer at [dataprotectionofficer@uhi.ac.uk](mailto:dataprotectionofficer@uhi.ac.uk)

## Direct Debit Membership

Membership paid by Direct Debit is offered for the following membership products;

- Gym
- Climbing Centre

Membership paid by Direct Debit may be purchased at ASW reception.

Direct Debit payments will be collected from your account on the 1st of each month or the nearest working day after that date and relate to the month ahead. When purchasing direct debit membership, a pro-rata payment will be required for the amount that relates to the time between the membership contract being entered into and the first direct debit collection date. If purchasing at ASW reception, this amount must be paid for by cash or Credit or Debit Card.

If the pro-rata fee remains unpaid it will be collected by direct debit along with the first month's fee.

**Please note:** any membership contracts entered into after the 15th of the month will be liable for a longer pro-rata payment as it will not be possible due to the processing time required to collect on the 1st of the following month.

**I Hereby Agree to the Terms and Conditions Above**