



University
of Glasgow

UNIVERSITY OF GLASGOW SPORT

CUSTOMER INFORMATION

MEMBERSHIP AGREEMENT

glasgow.ac.uk/sport/membership/terms

Membership Agreement

This Membership Agreement is with The University Court of the University of Glasgow (“UG”), which is the legal body of the University of Glasgow incorporated under the Universities (Scotland) Act 1889 (Charity Number SC004401, Charity Name ‘University of Glasgow Court’).

University of Glasgow Sport or UoG Sport (“UGS”) is the trading name for the part of UG which provides sport facilities, activities and memberships. Throughout this Membership Agreement you will see references to “we”, “our” or “us”, which means UG acting through UGS.

Membership is subject to you complying with the provisions stated here and the UGS Terms & Conditions of Use in Schedule 1. If you do not understand anything in this Membership Agreement or the associated UGS Terms & Conditions of Use you should ask for clarification from a member of the team at our Facilities, telephone us at the numbers below or email us at sport@glasgow.ac.uk

Stevenson Building
Univeristy of Glasgow
77 Oakfield Avenue
Glasgow
G12 8LT

Tel: +44 (0) 141 330 4540

Garscube Sports Complex
West of Scotland Science park
Maryhill Road
Glasgow
G20 0SP

Tel: +44 (0) 141 330 5363

Certain of the provisions in this Membership Agreement limit the liability of UG. Please therefore pay particular attention to clauses 12.e, 22 and 23 of the Membership Agreement.

Definitions

Booking	a reservation of any of the Facilities available for hire, which is obtained by completing and signing a Booking Agreement
Booking Agreement	online form that must be completed in order to reserve sports facilities (such as for synthetic pitch block booking applications at the Garscube Sports Complex)
Facilities	Premises and/or sports-related equipment provided by UG
Indefinite Member	this is where your Membership has no set time limit (for example, you will be an Indefinite Member if you are a UG staff payroll Member or you are in the Community Membership Category and pay by Direct Debit as your Membership will run indefinitely until it is terminated)
Member	a person who has become a Member of UGS by paying the relevant fee in accordance with their Membership Category, and “Membership” shall be construed accordingly
Member Category	These are the following categories of Membership: (1) UG Student (2) UG Staff (3) GU Connect (alumni, non UG students, associated staff) (4) Community (5) Garscube only For the membership duration of each of these categories, please see clause 3 below
Premises	the annual fees or other sums payable by Members to UG for Membership at the Premises, at the rates set out on the UGS website located at www.glasgow.ac.uk/sport/membership
UG Student	a full-time or part-time registered student studying credit bearing degree programmes at UG or a UG registered student residing in UG accommodation

Membership

1. **Fee.** A list of the Membership Fees and payment options for each Membership Category are available here www.glasgow.ac.uk/sport/membership. Please note that Membership Fees will only be varied in accordance with Clause 8.c.

2. **Membership Category.** Your category of Membership determines which Facilities you are entitled to use and determines any restrictions on the use of Facilities that you must comply with. Each Membership Category has certain eligibility criteria and conditions, details of which are available on the UGS website located at www.glasgow.ac.uk/sport/membership.

3. **Membership Duration.** The duration of Membership depends upon what type of member you are:

a. **UG Students who reside in UG accommodation.** The duration of the student's contract with UG Residential Services with respect to the relevant UG accommodation;

b. **UG Students who do not reside in UG accommodation.** Please note the following

i. **Duration.** Membership is for the duration of the academic year, which is (1) for UG Students matriculating in September, the period from 1 September to 30 September of the following year; or (2) for UG Students matriculating in January, the period from 1 January to 31 December of the same calendar year; and

ii. **No Reduction.** Students who become Members during the academic year do not receive any pro-rated reduction in the annual Membership Fee.

c. **All other Members.** Membership is from the date on which the Membership commences until your Membership is terminated. For example, if you are a GU Connect new graduate Member and you pay on an annual basis, your Membership will be twelve months long. If you decide to pay by direct debit for the same type of Membership, you will be an Indefinite Member as your Membership will run indefinitely until it is terminated.

4. **Induction.** Prior to your first use of the Facilities, you are advised to complete a virtual facility tour, available at www.glasgow.ac.uk/sport. In the event you have any questions with respect to how to use equipment or participate in activities, please contact a member of staff for guidance.

5. **Membership is Exclusive.** Membership is personal to the Member and may not be assigned, transferred or otherwise disposed of; you may not allow anyone else to use your Membership.

6. **Membership Cards.** Every Member will be issued with a Membership card (for UG staff and UG Students, this will be your UG staff or UG Student card). There are a number of rules with respect to these:

i. **Access.** You must produce a valid Membership card to access our Facilities.

ii. **Ownership.** Membership cards remain our property. You may be asked at any time to produce your Membership card. If you cannot produce one, you may be refused admission or removed from the Facilities.

iii. **Reporting Obligation.** If your Membership card is lost, stolen or misplaced, you must report it to us immediately. UG reserves the right to charge Members who are not UG Students or staff a nominal fee of £5.00 for the replacement of any Membership card. Replacement UG cards for UG staff and UG Students will be through the normal University procedures for doing so.

iv. **Presentation Requirements.** If you cannot produce a Membership card, we may take the following steps :

a. **Up to Three Strikes.** For the first three occasions you forget your card, we may admit you at our discretion if you can produce suitable proof of identity; and

b. **After Three Strikes.** Access will not be permitted unless you pay the appropriate building entry fee (£6.00 for the Stevenson building and £5.00 at Garscube Sports Complex) until a valid Membership card is produced.

v. **Third Parties.** You may not allow anyone else to use your Membership card.

7. **Rights of Entry.** UGS reserve the right to accept a Member at our sole discretion. We reserve the right to refuse entry to the Premises by any Member (or former Member) whose Membership has been suspended or terminated and to require a Member to leave the Premises who does not comply with this Membership Agreement and / or the UGS Terms & Conditions of Use.

Your Rights to Cancel

8. **Types of Cancellation.** How you cancel your Membership depends upon (a) when you cancel; and (b) what type of Member you are. Please note the cancellation procedure detailed in clause 9 immediately below.

a. **First Fourteen Days.** You have 14 days from the day after we notify you that we have accepted your Membership to cancel it. However, if you use the Facilities during this 14 day cooling-off period and then exercise your right to cancel, we reserve the right to charge you a pro-rata amount (on a daily basis) for your use of the Facilities.

b. **After First Fourteen Days.** There are different rules depending upon how your Membership is paid for:

i. **Pre-Paid Memberships.** You are not entitled to a refund unless you provide a letter from your GP specifying the medical grounds on which a refund is sought. Whether refunds are made in part (and to what amount) is at the discretion of UGS. Where a UG Student Member withdraws from UG, their Membership Fees are non-refundable. If a UG Student cancels their Membership before the end of the Membership Year, this is also non-refundable.

ii. **Direct Debit or Payroll Mandate.** You may cancel your membership by providing UGS at least one month's notice. This must be received in writing, prior to the beginning of the month from which the member wishes to terminate their Membership (for example, if you wish to terminate on 31 July, you must notify UGS by 30 June). Cancellations can be emailed to sport@glasgow.ac.uk.

iii. **Membership through UG Residential Services.** Membership will be cancelled within one month of UGS receiving information from UG Residential Services confirming the Student Member no longer resides in UG accommodation.

c. **Price Changes.** Where we change Membership Fees, you will be given at least one month's notice of these changes. You will also have the right to cancel your Membership if you are unhappy with these price changes. Cancellation will only be permitted at the next point of renewal of your Membership where the price change would come into force (for example, for payroll mandate members this would be the first payment due when the increased prices comes into effect; for pre-paid Memberships, it would be the expiry of the period of your current Membership period).

9. **Procedure for Cancelling.** To end your contract with us, please let us know by doing one of the following:

a. **Email.** Email us at sport@glasgow.ac.uk. Please provide your membership category, when your membership commenced, your name and address and your UofG student, staff or Sport membership ID number; or

b. **Online.** Complete the form on our website at: www.gla.ac.uk/myglasgow/sport/membership/cancellation

Freezing your membership

10. **Qualification criteria.** It will only be possible to freeze your Membership and receive a refund for the frozen period where the following conditions are met:

a. **Timing.** You can only freeze Membership for between one and four months;

b. **Notice.** You must give us one month's notice in writing prior to the beginning of the month from which the suspension is due to begin; and

c. **Freeze Limit.** A maximum of 2 freeze periods are allowed in any one calendar year, although longer freeze periods may be considered if you email us at sport@glasgow.ac.uk.

Suspension and Cancellation by UGS

11. **Breach of Membership Agreement or UGS Terms & Conditions of Use.** If you or your child guest(s) commit(s) a breach of this Membership Agreement or the UGS Terms & Conditions of Use, we reserve the right at our sole discretion and at any time to either suspend or cancel your Membership or a combination of suspension followed by cancellation:

a. **Suspend your Membership.** You may be suspended from using the Facilities and/or have your Bookings cancelled by UGS in its sole discretion either:

- for a period of three (3) weeks in the event of a single breach (or a series of related breaches) from the date UGS becomes aware of such breach(es); or

- during the period you are in breach until the breach is resolved (by way of example only, where there are debts outstanding for less than three (3) months: as per (b) below, your Membership can be cancelled when debts have been outstanding for three months).

UGS may (1) alter and/or amend any such suspension in its sole discretion; and (2) seek such other rights and remedies as may be available to it under the terms of this Membership Agreement, UGS Terms & Conditions of Use and/or at law.

b. **Cancel your Membership.** This will apply if the breach (if capable of remedy) is not remedied within 7 days of receipt of a written notice advising you of the seriousness of the breach (unless the breach relates to debts outstanding, which has a longer time frame of three months before cancellation occurs as set out in clause 12.c below).

12. **Examples of Breaches.** The following are examples of breaches:

a. **Misconduct.** This includes where:

- i. You or any of your child guests fail to obey notices and signs in the Premises or the instructions of UGS representatives;
- ii. You or any of your child guests' conduct is improper or likely to endanger the welfare, safety, harmony, staff or reputation of UG or UGS, or to compromise the reasonable enjoyment of others; and
- iii. You or any of your child guests breach any of the UGS Terms & Conditions of Use.

b. **False or Misleading Information.** You are shown to have provided UG and/or UGS with false or misleading information for the purposes of gaining Membership for yourself or any other person.

c. **Debts outstanding.** Any amounts due and owed to UG by you have not been paid within thirty (30) days following the date of a written notice from UG to you of the amount due. Any unpaid debt will then be sent to the UG finance office for chasing. If payment is not made within the following thirty (30) days (that is 60 days after the original due date) then the debt may be passed to a third party debt collecting agency and legal action may subsequently be commenced to recover the debt.

UGS reserves its right to cancel your Membership if you fail to pay your outstanding Membership Fee for a period of three (3) months or more.

d. **Sharing Membership.** You allow another person to use your Membership card to access the Premises; or

e. **Unauthorised Guests.** You bring any person on to the Premises on an unauthorised basis, and in such instance you shall indemnify and hold harmless UG against all loss, liability, damages, expenses, injury, claim or proceedings suffered or incurred by UGS or UG as a result of such breach.

Children

13. **Child Guest Access.** On any Friday after 5pm until closing and during our Saturday and Sunday opening times a Member may sign in up to 2 children (which are persons aged under 16 years) on any one visit all year round. During vacation periods a member may sign in up to two children during all opening times.

14. **Responsibilities.** You are responsible for ensuring that (1) you accompany your children at all times whilst on the Premises; and (2) your children are made aware of and obey the UGS Terms & Conditions of Use and the instructions given to them by any UGS representative. This is relevant to the Liability section below at clause 22.

15. **Forbidden Activities.** Children may not participate in any group exercise activity and are not permitted in PowerPlay, Pulse, Studio 1, Revolve, the sauna or steam room.

16. **Health of Child Guests.** If you sign-in a child, you warrant and represent that (so far as you are aware), the child is in a physical condition suitable for the type of exercise or activity in which the child engages in on the Premises. If you have any doubts as to their ability to exercise, you must receive express permission from the child's doctor before using our Facilities.

17. **Right to Refuse Entry.** UGS reserves the right to refuse entry or to eject from the Premises any non-Member who does not adhere to the Terms & Conditions of Use set out in schedule 1.

Health

18. **Standard of Health.** By using our Facilities, you warrant and represent that (so far as you are aware) you are:

- a. in good physical condition;
- b. capable of all forms of exercise; and
- c. able to exercise as it will not be detrimental to your health.

19. **Ask your Doctor.** If you are in any doubt of your ability to exercise, you should consult with your doctor.

20. **Medical Conditions.** You are responsible for bringing to our attention any medical condition that may present a risk to you or any of your child guest(s) engaging in any activity or exercise using the Facilities. This is in addition to the commitments you have agreed to in clauses 18 and 19.

Liability

21. **Reporting Process.** You must report any incidents you become aware of involving injury to, or the health or safety of any person at the Premises or using the Facilities immediately to a UGS representative. Members shall be responsible at all times for use of the Facilities by their child guest(s).

22. **Exclusions to our Liability.** The following exclusions apply:

- a. **Loss.** UG shall not be liable under any circumstances, whether in contract, delict (including negligence), breach of legal duty, or otherwise, for any economic loss (including loss of profit, business, revenue, goodwill or anticipated savings (whether or not foreseeable)) or any indirect or consequential loss arising under or in connection with this Membership Agreement or use of the Facilities by you;
- b. **Injury.** UG will not accept responsibility for any injury occurring in or near any Premises (please note the exception in clause 24 below); and
- c. **Lockers.** Any person using a locker does so at their sole risk and liability.

23. **Cap on our Liability.** UG's total liability for damage or loss arising out of or relating to this Membership Agreement or any use of the Facilities (including any damage to, or theft or loss, of a Member's property) howsoever caused (whether based on breach of contract, negligence of UG, its staff or agents, strict liability, breach of legal duty or otherwise) shall be limited to the higher of (1) £1000; and (2) the total Membership Fees paid by such Member to UG for use of the Facilities during the period of twelve months prior to the date of such loss or damage.

24. **Exceptions to (1) the exclusions of our Liability; and (2) cap on our Liability.** Nothing shall be deemed to limit or exclude UG liability for (a) death or personal injury caused by the negligence of UG (or any of its staff, officers or agents), or (b) any matters which may otherwise not be limited or excluded by law.

Data Protection & Privacy

25. **What we do with your data.** UG will

- a. Collect and process your personal information for:
 - administering and managing Memberships and Membership applications;
 - processing your use of the Facilities (for example, entrance statistics); and
 - health and safety reasons (for example, we need an image of you to ensure your Membership card corresponds to the correct holder of the Membership).

The type of personal information we use will vary depending upon your Membership type.

For all members, we will use the following personal information for the above purposes:

- Name
- Sex
- Date of birth
- Address
- Telephone number(s)
- Email address
- Image

If you are a UG Student, in addition to the above personal information, we also automatically receive the following information from My Campus: academic career information (this includes whether you are part time or full time, graduate status, form of study, degree type and qualification pursued and year of study); disability information; ethnicity and nationality information. Please note, your academic career information is not used by UGS for any purpose. We use your disability, ethnicity and nationality information as part of our internal UG reporting requirements (for example, to prepare equality impact assessments).

If you are a UG staff member, in addition to the above personal information, we also automatically receive from UG's IT system your academic affiliation (for example, whether you work for admissions or the School of Humanities in Archaeology). As above, this information is not used by UGS for any purpose.

b. Operate CCTV and similar equipment throughout the Premises to monitor safety and security.

The collection and processing of the above noted personal data is a requirement of your Membership contract with UGS. Your data will not be shared with third parties outwith UG without your consent.

Each of the above processing activities will be undertaken as permitted by and in accordance with all applicable data protection laws and regulatory requirements (including but not limited to the Data Protection Act 1998, including any subsequent amendments, and the General Data Protection Regulation). If you have any concerns regarding the handling of your personal data, please notify the UG Data Protection & FOI Office in the first instance: <http://www.gla.ac.uk/services/dpfoioffice/a-ztopics/dpa-complaints/>.

General

26. Matriculated Student or Employee? Where you are a Member as well as a UG Student or employee of UG, nothing in this Membership Agreement shall operate to limit the effect of such other terms and conditions of matriculation or employment as may exist between you and UG.

27. Facility Closure. What happens in the event of a facility closure out with advertised opening times and dates depends on whether you have a prepaid membership or whether you pay monthly.

Prepaid memberships:

In the case of a full facility closure you will be entitled to the following:

a. 1 day to 6 days – no entitlement;

b. 7 or more days – If no alternative facilities are available, your Membership will be automatically suspended and the period of the suspension will be added to the overall term of your membership. Additionally, if the facility closure continues for more than 30 days, you may, by notice to sport@glasgow.ac.uk, cancel your membership and you will be refunded for the proportion of your unused Membership in respect of the period you have already paid for at that date. The University may also cancel your membership by notifying you in writing and you will be refunded for the proportion of your unused Membership in respect of the period you have already paid for at that date.

Pay monthly:

a. 1 day to 6 days – no entitlement;

b. 7 or more days – If no alternative Facilities are available, your Membership including your direct debit or payroll mandate will be suspended. If the facility closure continues for more than 30 days, you may, by notice to sport@glasgow.ac.uk to cancel your membership. The University may also cancel your membership by notifying you in writing.

28. Updating Membership Agreement or UGS Terms & Conditions of Use. The procedure for how we tell you about changes to your Membership Agreement or the UGS Terms & Conditions of Use depends upon which type of Member you are:

a. **Indefinite Member.** Where you are an Indefinite Member, alterations will only be made where (1) we have good reason to do so; and (2) you are provided with the opportunity to cancel your Membership. We will therefore give you one months' notice of any such changes.

b. **All other Members.** For all other Members, alterations will only be made where it is necessary to do so (such as to uphold the health, safety and hygiene of users). Any changes will be posted in the Facilities and on the UGS website located at www.glasgow.ac.uk/sport, which will constitute due notice of such changes.

29. Entire Agreement. This Membership Agreement, together with the UGS Terms & Conditions of Use and where applicable, the Booking Agreement, constitute the entire agreement and understanding between UG and you relating to your use of the Facilities, and supersedes all prior proposals, offers, agreements and understandings among the parties relating to such. The Member acknowledges and agrees that in entering into this Membership Agreement they do not rely on any statement, representation, warranty, expression of opinion or undertaking of any nature made by any person, provided nothing in this Membership Agreement shall operate to limit or exclude any liability of any party for fraud or fraudulent misrepresentation.

30. Conflict of Terms & Conditions. In the event of any conflict between the terms and conditions of this Membership Agreement, the UGS Terms & Conditions of Use, the Booking Agreement or any other contract or document between the parties, the terms of this Membership Agreement shall prevail and take precedence over all other documents, followed by the UGS Terms & Conditions of Use.

31. If a court finds part of this contract illegal, the rest of it will continue in force. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

32. Jurisdiction. This Membership Agreement shall be governed and construed in accordance with the laws of Scotland and the parties are subject to the exclusive jurisdiction of the Scottish Courts.

