

Sport & Physical Activity

USER TERMS & CONDITIONS (the "Conditions")



UNIVERSITY OF LEEDS

Applicable to all Users

1. Definitions:

- 1.1. Block Booking: a booking for a series of uses of Facilities at different times
- 1.2. Booking: either a Single Booking or a Block Booking
- 1.3. The Centre: Sport & Physical Activity operating from the Centre's locations on University premises being the Edge, Cromer Terrace Fitness Centre, the Gryphon Sports Centre, Sports Park Weetwood, Bodington Playing Fields and the Outdoor Centres at Selside and Dale Head.
- 1.4. Centre Manager: The Head of Sport or their nominee
- 1.5. Duty Manager: the University manager on duty at the relevant location.
- 1.6. Facilities: the premises, equipment and other facilities of the Centre
- 1.7. Group: where Users are to use the Centre's Facilities under a shared activity
- 1.8. Group Leader: where a Group is to use the Centre's Facilities the person making the Booking
- 1.9. Member: a User who has membership of the Centre by currently paying an annual or monthly fee for use of some or all of the Facilities
- 1.10. Single Booking: a Booking for use of Facilities at one time only
- 1.11. Special Users: children, vulnerable adults or Users with disabilities (see section 7)
- 1.12. University: The University of Leeds (of which the Centre is a part)
- 1.13. User: any person or organisation using the Facilities of the Centre (including spectators, supporters and visitors)
- 1.14. Website: www.leeds.ac.uk/sport
- 1.15. The Centre's email address: sport@leeds.ac.uk

2. Permitted Users and Membership

- 2.1. Use of the Centre's Facilities is available to Members, individuals, and other organisations/people agreed by the Centre's staff.
- 2.2. Members shall be bound by the additional membership conditions (including any variations to those conditions) detailed on the Website.
- 2.3. Students or staff may be required to provide proof of status.
- 2.4. Members must use and carry about them at all times their membership card. Entry and use of the Facilities as a Member will be denied where a Member cannot produce their membership card.
- 2.5. Membership cards are individual to the member concerned and must not be given or lent to any third parties.
- 2.6. Users are responsible for the safe keeping of their membership card. Pending any investigation regarding the suspected wrongful use of a card membership/rights to use the Facilities may immediately be temporarily suspended.
- 2.7. Any found, lost or stolen membership cards must be immediately reported using the Centre's email address: sport@leeds.ac.uk

3. Exclusion of liability

- 3.1. Unless caused by the negligence of the University the University excludes all liability leading to death or personal injury.
- 3.2. The University does not accept responsibility for any damage to or loss of any money, valuables, clothing or property of any kind. All items are left at the User's risk.

4. Acceptance and Responsibility

- 4.1. All Bookings are made on these Conditions. Conditions may only be varied where done so in writing by the Centre Manager.
- 4.2. All Users use the Centre subject to these Conditions. Non-compliance with any part of these Conditions may

generally lead to immediate suspension or termination of membership/right to use the Facilities.

- 4.3. Users in a Group shall have joint and several liability. This means that any one User in the Group can be held liable for the total liability of the Group (even where the User may not themselves have been at fault).
- 4.4. Where required to give personal contact details Users must ensure that any changes are immediately made known to the Centre's staff.
5. **Cancellation**
 - 5.1. Unless agreed to the contrary by the Centre Manager only the User who requested a Booking may seek its cancellation.
 - 5.2. Cancellations will not be accepted unless agreed by a member of Centre's staff.
 - 5.3. Generally a Block Booking will not be considered for cancellation unless at least 48 hours notice has been given before the date of use.
 - 5.4. Generally a Single Booking will not be considered for cancellation unless at least 24 hours notice has been given before the date of use.
 - 5.5. The University reserves the right to cancel any Booking in the event of inclement weather or circumstances beyond the reasonable control of the Centre which make the Booking no longer feasible, or the facility is deemed unsafe for the kind of Booking proposed. Under these circumstances the University will use its best endeavours to give as much notice of cancellation as possible. Notice will be given by telephone, email or through social media and the updates page of our website. Notice can only be given if contact details have been provided.
 - 5.6. The University may immediately cancel any Booking where a User covered by that Booking has breached any of these Conditions.
 - 5.7. Failure to turn up for three Bookings in the period of a Block Booking may, without notice, result in the cancellation of the Booking, regardless of whether the User has notified the Centre in advance of the anticipated non attendance.

6. Standards of behaviour

- 6.1. The University reserves the right to require any User to leave the Centre and any other part of its premises, to refuse access, impose further conditions on access, and suspend or terminate membership, if the User behaves in an aggressive or harassing manner towards its staff or other users, or behaves in any other way deemed unacceptable.
- 6.2. Users will in particular refrain from any conduct which is offensive, unseemly or unsporting, or which might cause annoyance or danger to others.
- 6.3. Users will comply with all University policies and guidelines. Please see <http://www.campus.leeds.ac.uk/>.
- 6.4. Users will comply with the [University Use of Computer Systems Policy](#).
- 6.5. Users will comply with all instructions and requests made by the Duty Manager or other Centre staff.
- 6.6. Users will treat equipment with respect.
- 6.7. Users will not use or possess alcoholic drinks or illegal drugs whilst on University premises. Where the location is an outdoor centre, Users must comply with the [Countryside Code](#) and may not camp in the grounds unless written consent has been given by the Centre Manager.
- 6.8. Some parts of the Centre (e.g. the swimming pool) will have additional local rules specifying or prohibiting certain forms of behaviour. Users will comply with these rules, [please see website](#).
- 6.9. No teaching, coaching or instruction of any kind is permitted without prior authorisation from the Centre Manager or nominee.

7. Children, Vulnerable Adults and Users with Disabilities

- 7.1. Children are those under the age of 18. Vulnerable Adults are those as defined under section 59 of the Safeguarding Vulnerable Group Act 2006. A disabled person is someone with a disability as defined under relevant disability laws. If any Booking is to involve a Special User, notice should be given to the Centre Manager at the time of booking to ensure proper arrangements exist or appropriate arrangements can be made.
- 7.2. The University is a committed equal opportunities organisation. It will not unlawfully discriminate against Special Users. It will look to accommodate the needs of Special Users. However the University reserves the right to cancel a Booking where to do so would be lawful and the University feels it cannot reasonably accommodate all the identified needs of the Special User.
- 7.3. Access by children will be in accordance with the Sport & Physical Activity Access Policy. Please see the Website for further information
- 7.4. SPA recognises the value of sport and the important role it plays in children, young people and vulnerable adults (protected persons) lives. As such our "Guidance On Safeguarding Children and Vulnerable Adults" information can be found here;

8. Pets and Animals

- 8.1. Pets and other animals are not permitted on any University sporting premises. The only exceptions to this are guide dogs for the blind, hearing dogs for the deaf, other working dogs that assist people with disabilities, or animals associated with a specific event as agreed with the Centre Manager.

9. Payment and Deposits

- 9.1. Lists of applicable charges and terms of payment are available at reception and on the Website.
- 9.2. Details of applicable deposits are described on the Website. The University reserves the right to retain any monies (or other cards/valuables) deposited for hire of equipment if they are not returned or returned in an unsatisfactory condition.
- 9.3. In all cases, should the User default on payment, the University reserves the right to cancel the Booking and retain any deposit or part payment received.
- 9.4. The University may automatically increase prices by up to 5% and Introduce charges where none previously existed.

10. Health and Safety

- 10.1. Users will comply with the University's Health and Safety Policy at <http://www.campus.leeds.ac.uk/>
- 10.2. Users agree to comply with the Health Commitment Statement as detailed in section 25
- 10.3. Bookings will be subject to completion of satisfactory risk assessments where required by the law or otherwise indicated by Centre staff. Users must always complete a satisfactory risk assessment and provide a copy of that assessment to the Duty Manager before commencement of the activity where the following equipment is to be used:
 - inflatable equipment (such as bouncy castles)
 - gas bottles
 - heavy equipment
- 10.4. All injuries/accidents must be reported immediately to the Duty Manager (if necessary through any Centre staff on duty). Duty Managers are qualified first aiders.
- 10.5. Users will provide supporting information on health and safety issues where required.
- 10.6. Users must check Facilities before use and report any concerns immediately to Centre staff.
- 10.7. The Centre reserves the right to refuse access to any facility if it is deemed to be unsafe. This includes where the recommended maximum number of Users for a facility has been reached.

11. Evacuation

- 11.1. In the event of a fire or emergency of any kind resulting in the need to evacuate the building, an alarm will sound and users are required to follow instructions of the Duty Managers/centre staff. Please familiarise yourself with the emergency exit locations.

12. Damage/Defects

- 12.1. Users must stop using and immediately report to the Duty Manager any damaged or defective Facilities that might pose a danger.
- 12.2. Users must not abuse the equipment or facilities owned by the University (Fair wear and tear accepted). Users will be responsible for the cost of replacing or repairing damaged facilities or equipment. Users may not be allowed to use Facilities again until any such charges have been paid.

13. Clothing and Footwear

- 13.1. All users must be appropriately dressed for the activity they are taking part in and follow all specific facility requirements for the location they are using.
- 13.2. When using the pool area clothing should not offend decency, should be designed for use in a swimming pool and not be everyday clothing. It should not be a material that gets heavy when wet and must be hygienic, safe and unlikely to put the user or others at risk. An information sheet showing examples of acceptable pool clothing is available on our website.
- 13.3. For all areas other than the pool, upper torso clothing and appropriate footwear must be worn at all times. Jeans are not allowed in the fitness suite.

14. Equipment

- 14.1. No electrical equipment may be brought into the Centre locations without prior approval of the Centre Manager.
- 14.2. All electrical equipment must conform to relevant legal standards and may only be used after confirmation of acceptability by the Centre Manager.
- 14.3. Users are not permitted to move any large equipment (e.g. goals, nets and posts) unless properly trained to do so.
- 14.4. Users are entirely responsible for the operation and safety of their own and other equipment not belonging to the Centre.

15. Changing Facilities & Locker Use Policy

- 15.1. Arrangements for changing Facilities vary across the Centre. It is the responsibility of Users to enquire and check that their needs can be satisfied.
- 15.2. Where dressing rooms are allocated, a key to the allocated dressing room will be issued to a representative of the Group in exchange for a deposit (normally £10). The representative is then responsible for the locking of the dressing room and for the return of the key. Access to the dressing room will normally be granted 20 minutes prior to the agreed time for use and 30 minutes following the agreed time for completion of use of the main sporting facility.
- 15.3. All belongings should be secured in the lockers provided and not taken into the activity area (e.g. poolside, the gym etc).
- 15.4. Lockers are provided for the convenience of all Users. When a User has finished they must ensure the key is returned. A £10 charge will be made for lost locker keys.
- 15.5. Lockers may only be used for the limited period of each individual session e.g. each swim or each trip to the fitness suite. The lockers are regularly checked after closing hours, any belongings found after hours will be removed at the Users own risk with a £10 charge imposed to retrieve goods. Repeated abuse of lockers may in particular lead to immediate suspension of membership/ability to use the Facilities.
- 15.6. Sport & Physical Activity accept no responsibility for the security of member's belongings. Items in lost property and anything not collected after 1 month will be disposed of.

16. Photography

- 16.1. The user will comply with the terms of the Centre's [photography policy](#) detailed on the Website.

17. Food and Drink

- 17.1. With the exception of the Selside and Dale Head Outdoor Centres, food may only be consumed in the relevant café area and not in the activity space without prior permission from the Centre Manager. Only drink contained within a sealed bottle and for personal rehydration as Users exercise may be brought into the Centre.
- 17.2. Where permission for the use of outside caterers or the provision of own food is granted, the detailed requirements of the Centre Manager must be followed. In particular the Facilities must be left in a clean, tidy, hygienic state with all waste food and materials being removed by the Users. The cost of any additional cleaning which is necessary will be recharged to the Users in full. Any external catering company must provide sufficient public liability insurance cover.

18. Car Parking

- 18.1. Edge members and users have free car parking on campus between 16:00 – 09:00 weekdays and all weekend. These times are referred to as Edge parking hours. Charges will apply outside of these hours.
- 18.2. During Edge parking hours, members can park for free for a maximum of three hours by obtaining a parking code from The Edge reception. This code must be used at the pay stations at the end of each visit to ensure the parking is free. Parking charges will apply if a customer stays longer than three hours.
- 18.3. Edge members can register for unlimited free parking within Edge parking hours (16:00 – 09:00 weekdays and all weekend) by emailing edgemembership@leeds.ac.uk quoting their name, membership (student) card number and vehicle registration plate.
- 18.4. Edge users such as pay-as-you-go customers, swimming lesson participants and day pass users can park for free for a maximum of three hours within Edge parking hours by obtaining a parking code available at The Edge reception. This code must be used at the pay stations at the end of each visit to ensure the parking is free. Parking charges will apply if a customer stays longer than three hours.
- 18.5. For full details on parking charges outside of Edge parking hours access to campus and for the University of Leeds parking enforcement policy please visit www.carparking.leeds.ac.uk
- 18.6. Parking at Sports Park Weetwood and the Brownlee centre is free, but capacity is limited. Users are advised to check with the Centre Manager when enquiring about hosting an event. Access to parking by the Sports Park Weetwood Pavilion is available only to disabled users and for delivery and pick up purposes.
- 18.7. All parking Facilities are offered on a first come basis. Parking cannot be guaranteed.

19. Opening/closing and Description of Facilities

- 19.1. The opening and closing times of Facilities are detailed on the Website.
- 19.2. A User will be required to cease using Facilities or not start use of Facilities at times specified. As a minimum a User must usually cease use of the Facilities 30 minutes before closing time. Where further restrictions on times of usage (e.g. Edge Club members), usage must not start later than 30 minutes before the end of the permitted use time. Members may not be present in the sports/exercise areas outside of their permitted use times.
- 19.3. Facilities available at each Centre location are generally described on the Website. If Users have any specific or additional requirements for Facilities these must be agreed in writing by the Centre Manager. It is the responsibility of Users to check that the relevant location has the Facilities they need.
- 19.4. The University may vary any services delivered to a User. In particular closing and opening times remain subject to change. Facilities remain subject to change. Activities e.g. classes organised by the Centre, remain subject to change. Change includes both withdrawal and re-

timetabling.

- 19.5. The University will not be held liable where its services cannot be delivered through circumstances beyond its reasonable control e.g. through staff absence and severe weather conditions.

20. Fitness Facilities

- 20.1. Entry and Exit to the fitness suite requires a valid student or Edge membership card.
- 20.2. Entry to the fitness suite is only permitted at the times allowed within your membership category (Please note that the last entry is 30 minutes before the end of your time band).
- 20.5. Users are required to replace weights, dumbbells and lifting accessories after use.
- 20.6. Fitness Instruction and Personal Training may only be conducted by employees of Sport and Physical Activity.
- 20.7. For health and safety reasons there is a maximum fitness suite capacity. When this capacity is reached the fitness suite will operate on a one-in-one-out basis until usage levels lower.

21. Exercise Classes

- 21.1. The class timetable is based on the academic calendar and is therefore subject to change throughout the year. Please visit www.leeds.ac.uk/theedge for the current timetable.
- 21.2. Short notice changes to the class programme will be communicated through the updates page of our website, and social media sites. In the event of a class cancellation, we will endeavour to provide alternative services where appropriate.
- 21.3. Classes can be booked over the phone on 0113 343 5095, [online](#) or in person at main reception, and become available at 6am 2 days in advance.
- 21.4. If users cannot attend their pre-booked classes they are required to cancel a minimum of two hours before online, at reception, over the phone or by emailing edgereception@leeds.ac.uk
- 21.5. Prior to entering the class, users must collect their ticket from the kiosk or reception and hand it to the instructor. These tickets will then be used to confirm attendance.
- 21.6. All users must be on time for their classes – if the warm up is missed or the instructor determines it to be unsafe then participation will not be allowed.
- 21.8. Users are required to replace all equipment after use and to ensure that it has been wiped down where appropriate.
- 21.9. Class attendance is monitored and users who book and fail to turn up on a number of occasions will have their membership suspended by Sport & Physical Activity staff.

22. Bookings

- 22.1. In the interest of fair access to Facilities, only one different activity booking (such as squash, badminton etc) can be made under one membership name per day.
- 22.2. The non member user fee/full facility charge is for one activity booking time-slot. If the booking slot is allowed to be extended by Sport & Physical Activity Staff then an additional repeat fee for the extra time must be paid.
- 22.3. Members of LUU clubs must abide by the terms and conditions agreed between their club committee, SPA and LUU.
- 22.4. Event Bookings should be made through the Senior Bookings Officer, by e-mailing sport@leeds.ac.uk. Full Terms and Conditions for events are available on request and will be confirmed to all enquirers.
- 22.5. Facilities may not be used without a valid booking and it must be used for the same activity as it was booked for.

23. Comments and complaints

- 23.1. If Users wish to make a complaint, raise a concern, or pass on a compliment, please fill in the customer comment card on the contact us page of our website. Alternatively, customer comment forms are available at

all Facilities. Reception will be able to show Users where this is.

24. General

- 24.1. These are the entire terms and conditions that relate to Users use of the Centre.
- 24.2. No temporary forbearance by the University shall constitute a binding waiver.
- 24.3. These conditions shall give no contractual rights to any third parties.
- 24.4. These Conditions remain subject to English law and the non-exclusive jurisdiction of the English court.

25. Health Commitment Statement

- 25.1. Your health is your responsibility. The management and staff of this organisation are dedicated to helping you take every opportunity to enjoy the facilities which we offer. With this in mind, we have carefully considered what we can reasonably expect of each other.
- 25.2. Our commitment to you:
 - 25.2.1. We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we will ask you not to exercise beyond what you consider to be your own abilities.
 - 25.2.2. We will make every reasonable effort to make sure that our equipment and facilities are in safe condition for you to use and enjoy.
 - 25.2.3. We will make all reasonable steps to make sure that our staff are qualified to the fitness industry standard as set out by the Register of Exercise Professionals.
 - 25.2.4. If you tell us that you have a disability which puts you at

substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

25.3. Your commitment to us:

- 25.3.1. You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use your equipment and facilities you should get advice from relevant medical professional and follow that advice.
- 25.3.2. You should make yourself aware of any rules and instructions, including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told you are not suitable for.
- 25.3.3. You should let us know immediately if you feel ill when using our equipment and facilities. Our staff members are not qualified doctors, but there will be a person available who has had first-aid training.
- 25.3.4. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.
- 25.4. This statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligation which you or we must meet.

26. Communication

- 26.1. Communication with Edge members, once joining has been completed, will be via their registered email address. By signing up to an Edge Membership customers consent to the receipt of email notifications from the Sport & Physical Activity Team. Your contact details will not be shared with any third parties and you may unsubscribe at any time by following the relevant link in the email.

MONTHLY MEMBERSHIP AGREEMENT BETWEEN A MEMBER AND THE UNIVERSITY OF LEEDS

1. Definitions:

- 1.1. Member/You: A user who pays a monthly fee entitling them to enjoy the benefits of this Agreement in particular the use of some or all of the Facilities. Membership categories are Edge Club Premium and Edge Club.
- 1.2. Website: www.leeds.ac.uk/sport
- 1.3. Facilities: the premises, equipment and other facilities of the Centre
- 1.4. User Conditions: means the User Terms & Conditions applicable to all Users of the Centre available on the Website.
- 1.5. The Centre: Sport and Physical Activity operating from the Centre's locations on University premises being The Edge, Cromer Terrace Fitness Centre, the Gryphon Sports Centre, Sports Park Weetwood, the Outdoor Centres at Selside and Dale Head.
- 1.6. Membership [Email: edgemembership@leeds.ac.uk](mailto:edgemembership@leeds.ac.uk)
- 1.7. The University: The University of Leeds, The Edge, Willow Terrace Road, Leeds LS2 9JT, fax 0113 343 5083.
- 1.8. Joining Fee: £20
- 1.9. Monthly Fee: in accordance with the table in Section 6

2. Staff and Student Members

- 2.1 Students or staff may be required to provide proof of status.
- 2.2 If a Member during this Agreement is no longer a student or member of University staff they must immediately notify the Centre using the Membership Email.

3. Right to Cancel

- 3.1 Members may cancel this Agreement within 14 days without giving any reason.
- 3.2 The cancellation period will expire after 14 days from the day you accept the terms of this Agreement being the Acceptance Date (see signature page).
- 3.3 To exercise the right to cancel, you must inform the Centre of your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post, fax or email). You may use the model cancellation form appearing at the bottom of this Agreement, but it is not obligatory. For your convenience we ask that you inform the Centre using the Membership Email.
- 3.4 Effects of cancellation – if you cancel this Agreement, the University will reimburse any membership payments received.
- 3.5 The University will make reimbursement without undue delay and not later than 14 days after the day on which the University is informed by you of your decision to cancel this Agreement. The University will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of the reimbursement.
- 3.6 Please note that we will need proof of delivery of your cancellation notice within the 14 days. The Centre will always endeavour to confirm receipt of any cancellation notice.

4. Membership Rights

- 4.1 Members shall enjoy the following rights
- 4.2 If a student, member of staff, public or alumni, you may also enjoy the use of the Climbing Wall, Squash Courts, Sports Halls or Sports Park Weetwood.
- 4.3 Membership rights do not include the right to use the Outdoor Centres at Selside and Dale Head.
- 4.4 The University may vary membership rights and vary any services delivered to members. In particular closing and opening times remain subject to change. Facilities remain

subject to change. Activities e.g. classes organised by the Centre, remain subject to change. Change includes both withdrawal and re-timetabling.

- 4.5 Members will be required to cease using Facilities or not start use of Facilities at times specified. As a minimum all Members must usually cease use of the Facilities 30 minutes before closing time. Where further restrictions on times of usage (e.g. Edge Club members), usage must not start later than 30 minutes before the end of the permitted use time. Members may not be present in the sports/exercise areas outside of their permitted use times.
- 4.6 The University will not be held liable where its services cannot be delivered through circumstances beyond its reasonable control e.g. through staff absence and severe weather conditions.

Type of Membership	Edge Club Premium	Edge Club	Sport Pass (students & staff only)
Facilities	Fitness Suite Swimming Pool Classes Climbing wall Sports Hall Sports Park Weetwood	Fitness Suite Swimming Pool Classes Climbing wall Sports Hall Sports Park Weetwood	Climbing wall Sports Halls Sports Park Weetwood
Centre access times	All	All except Monday to Friday 12-10:30pm	All

5. User Conditions

- 5.1 Members must also comply with the User Conditions.
- 5.2 Particular attention is drawn to Point 6.1 of the User conditions: The University reserves the right to require any User to leave the Centre and any other part of its premises, to refuse access, impose further conditions on access, and suspend or terminate membership, if the User behaves in an aggressive or harassing manner towards its staff or other users, or behaves in any other way deemed unacceptable.

6. Payment

- 6.1 The monthly fees for Membership

Membership	Student (£)	Staff (£)	Alumni (£)	Public (£)
Edge Club Premium	34.52	40.69	45.59	51.14
Edge Club	22.62	30.88	35.78	41.67
Sports Pass	N/A	8.50	N/A	N/A

- 6.2 Members will pay the above relevant monthly fee on acceptance of this Agreement.

- 6.3 Members will pay the Joining Fee on acceptance of this Agreement.
- 6.4 Members will pay the Monthly Fee every calendar month.
- 6.5 If a Member is a University employee payment will be made by automatic deduction from their wage through the University's payroll system.
- 6.6 If a Member is a University student or not a member of the University payment will be made by direct debit.
- 6.7 The University may automatically increase the Monthly Fee by up to 5%.
- 6.8 If there is to be an increase in the Monthly Fee the University will give Members notice of that increase through email. If the increase is to be more than 5% Members may within 14 days of the University's notice terminate their Membership. Notice must be sent to the Membership Email Address.
- 6.7 If a Member does not make payment on time the University may terminate Membership or suspend all of the Membership rights until payment has been made.

7. Duration

- 7.1 The minimum term for monthly membership shall be 2 months from the start date of Membership.

8. Termination and No Suspension

- 8.1 The University may terminate Membership if the Member breaches any terms of this Agreement (including for the avoidance of doubt breach of User Conditions).
- 8.2 If a Member wishes to terminate their Membership, at least 28 days' notice must be given after the minimum 2 months are completed. A cancellation form must be sent to the Membership Email Address or main reception. Membership will then terminate at the end of the next calendar month. Membership cancellation is only considered valid if a confirmation email is sent out from the sales and marketing team after receiving a valid cancellation form.
- 8.3 Where a Member is given student or staff Membership that Membership shall immediately terminate if they cease to hold that same status as student or member staff.
- 8.4 Subject to the completion of any accrued responsibilities up to the date of termination where Membership terminates so does this Agreement.
- 8.5 Membership may not be frozen or temporarily suspended by

the Member.

9. No transfer of Membership

- 9.1 Membership is personal to the Member. Members are not permitted to allow any other persons to use their Membership. In particular, others may not use Members cards to book Facilities or gain entry to the Centre.

Membership Cards

- 10.1 Students will have their Membership recorded on their student card. Non students will be issued with a separate membership card.
- 10.2 A replacement student card can be obtained from the Student Services Centre, Marjorie and Arnold Ziff Building; a charge will be made.
- 10.3 A replacement Membership card for non-students is available from The Edge Reception desk at the cost of £10 administration fee.
- 10.4. Members shall be bound by the additional membership conditions (including any variations to those conditions) detailed on the Website.
- 10.5. Students or staff may be required to provide proof of status.
- 10.6. Members must use and carry about them at all times their membership card. Entry and use of the Facilities as a Member may be denied where a Member cannot produce their membership card. Centre staff may at their absolute discretion allow entry and use of the Facilities where alternative ID can be produced. Entry and use of the Facilities as a Member may be denied where a Member cannot produce their membership card.
- 10.7. Membership cards are individual to the member concerned and must not be given or lent to any third parties.
- 10.9. Users are responsible for the safe keeping of their membership card. Pending any investigation regarding the suspected wrongful use of a card membership/ right to use the Facilities may immediately be temporarily suspended.
- 10.10. Any found, lost or stolen membership cards must be immediately reported using the Centre's email address: sport@leeds.ac.uk

11. Contacts

- 11.1 If you have any queries or complaints relating to your Membership or this Agreement please use the Membership Email or telephone 0113 343 5095.

Start date of Membership: _____

Status (tick box):

- Member of the public
- Alumni
- Student
- Member of staff

I have read and understood that (tick box):

- My monthly contract will last for a minimum of two months, from membership start date.
- I must hand in 28 days' notice after my minimum two months are completed to cancel my membership.
- I can only hand in 28 days' notice to cancel my membership by emailing the membership team, or completing a cancellation form at reception.
- If my 28 days' notice take me into the next calendar month I will pay for this month in full via direct debit and have use of the membership until the end of that month. Then the sales team will cancel my direct debit with the bank directly.

Type of Membership (tick box):

- Edge Club Premium
- Edge Club
- Sports Pass

I accept the above terms in the Monthly Membership Agreement:

Signed (Member): _____ **Date:** _____

Customer Name (Please Print Name): _____ **Customer Number (e.g. 1223456):** _____

Signed (Reception/Sales Team): _____ **Date:** _____

ANNUAL MEMBERSHIP AGREEMENT BETWEEN A MEMBER AND THE UNIVERSITY OF LEEDS

1. Definitions:

- 1.1. Member/you: A user who pays an annual fee entitling them to enjoy the benefits of this Agreement in particular the use of some or all of the Facilities. Membership categories are Edge Club Premium, Edge Club, and Sports Pass
- 1.2. Website: www.leeds.ac.uk/sport
- 1.3. Facilities: Facilities: the premises, equipment and other facilities of the Centre
- 1.4. User Conditions: means the User Terms & Conditions applicable to all Users of the Centre available on the Website.
- 1.5. The Centre: Sport and Physical Activity operating from the Centre's locations on University premises being The Edge, Cromer Terrace Fitness Centre, the Gryphon Sports Centre, Sports Park Weetwood, the Outdoor Centres at Selside and Dale Head.
- 1.6. Membership [Email: edgemembership@leeds.ac.uk](mailto:edgemembership@leeds.ac.uk)
- 1.7. The University: The University of Leeds, The Edge, Willow Terrace Road, Leeds LS2 9JT, fax 0113 343 5083.

2. Staff and Student Members

- 2.1 Students or staff may be required to provide proof of status.
- 2.2 If a Member during this Agreement is no longer a student or member of University staff they must immediately notify the Centre using the Membership Email.

3. Right to Cancel

- 3.1 Members may cancel this Agreement within 14 days without giving any reason.
- 3.2 The cancellation period will expire after 14 days from the day you accept the terms of this Agreement being the Acceptance Date (see signature page).
- 3.3 To exercise the right to cancel, you must inform the Centre of your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post, fax or email). You may use the model cancellation form appearing at the bottom of this Agreement, but it is not obligatory. For your convenience we ask that you inform the Centre using the Membership Email.
- 3.4 Effects of cancellation – if you cancel this Agreement, the University will reimburse any membership payments received.
- 3.5 The University will make reimbursement without undue delay and not later than 14 days after the day on which the University is informed by you of your decision to cancel this Agreement. The University will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event you will not incur any fees as a result of the reimbursement.
- 3.6 Please note that we will need proof of delivery of your cancellation notice within the 14 days. The Centre will always endeavor to confirm receipt of any cancellation notice.

4. Membership Rights

- 4.1 Members shall enjoy the following rights
- 4.2 If a student, member of staff, public or alumni in either of the two categories of Edge Club Memberships, you may also use the Climbing Wall, Squash Courts, Sports Halls and Sports Park playing fields.
- 4.3 Membership rights do not include the right to use the Outdoor Centres at Selside and Dale Head.
- 4.4 The University may vary membership rights and vary any services delivered to members. In particular closing and opening times remain subject to change. Facilities remain

subject to change. Activities e.g. classes organised by the Centre, remain subject to change. Change includes both withdrawal and re-timetabling.

- 4.5 Members will be required to cease using Facilities or not start use of Facilities at times specified. As a minimum, all Members must usually cease use of the Facilities 30 minutes before closing time. Where further restrictions on times of usage (e.g. Edge Club members), usage must not start later than 30 minutes before the end of the permitted use time. Members may not be present in the sports/exercise areas outside of their permitted use times.

Type of Membership	Edge Club Premium	Edge Club	Sport Pass (students & staff only)
Facilities	Fitness Suite Swimming pool Classes Climbing wall Sports Halls Sports Park Weetwood	Fitness Suite Swimming pool Classes Climbing wall Sports Halls Sports Park Weetwood	Climbing wall Sports Halls Sports Park Weetwood
Centre access times	All	All except Monday to Friday 12-10:30pm	All

- 4.6 The University will not be held liable where its services cannot be delivered through circumstances beyond its reasonable control e.g. through staff absence and severe weather conditions.

5. User Conditions

- 5.1 Members must also comply with the User Conditions.
- 5.2 Particular attention is drawn to Point 6.1 of the User conditions: The University reserves the right to require any User to leave the Centre and any other part of its premises, to refuse access, impose further conditions on access, and suspend or terminate membership, if the User behaves in an aggressive or harassing manner towards its staff or other users, or behaves in any other way deemed unacceptable.

6. Payment

- 6.1 The annual fees for Membership

Membership	Student (£)	Staff (£)	Alumni (£)	Public (£)
Edge Club Premium	290	415	465	540
Edge Club	190	315	365	440
Sports Pass	80	102	NA	N/A

- 6.2 Members will pay the above relevant annual fee on acceptance of this Agreement.
- 6.3 If a Member does not make full payment within 3 days of acceptance of this Agreement the University may suspend or terminate Membership.
- 6.4 The University may automatically increase the Annual Fee by up to 5%.
- 6.5 If there is to be an increase in the Annual Fee the University will give Members notice of that increase through email. If the increase is to be more than 5% Members may within 14 days of the University's notice terminate their Membership. Notice must be sent to the Membership Email Address.

7. Duration

- 7.1 Membership shall continue for 1 year from the start date of Membership.

8. Early termination and No Suspension

- 8.1 The University may terminate or suspend Membership if the Member breaches any terms of this Agreement (including for the avoidance of doubt breach of User Conditions).
- 8.2 Where (i) a University student finishes or permanently withdraws from their programme of study or (ii) a member of University staff ceases employment with the University within 6 months from the date student's/staff accepts the terms of this Agreement, a percentage of fee will be refunded. If it is within 3 months of acceptance 50% of the fee paid will be refunded. If between 4 and 6 months, 25% of the fee paid will be refunded. There will be no refund if the individual leaves more than 6 months after acceptance.
- 8.4 To enjoy the refunds under 8.2 Members must send notice of their leaving and their desire for a refund to the Membership Email at least 2 weeks before their leaving. Confirmation of leaving may be required.
- 8.5 Where a Member is given student or staff Membership that Membership shall immediately terminate if they cease to hold that same status as student or member staff.
- 8.6 Subject to the completion of any accrued responsibilities up to the date of termination where Membership terminates so does this Agreement.
- 8.7 Membership may not be frozen or temporarily suspended by

the Member.

9. No transfer of Membership

- 9.1 Membership is personal to the Member. Members are not permitted to allow any other persons to use their Membership. In particular, others may not use Members cards to book Facilities or gain entry to the Centre.

10. Membership Cards

- 10.1 Students will have their Membership recorded on their student card. Non students will be issued with a separate membership card.
- 10.2 A replacement student card can be obtained from the Student Services Centre, Marjorie and Arnold Ziff Building; a charge will be made.
- 10.3 A replacement Membership card for non-students is available from The Edge Reception desk at the cost of £10 administration fee.
- 10.4. Members shall be bound by the additional membership conditions (including any variations to those conditions) detailed on the Website.
- 10.5. Students or staff may be required to provide proof of status.
- 10.6. Members must use and carry about them at all times their membership card. Entry and use of the Facilities as a Member may be denied where a Member cannot produce their membership card. Centre staff may at their absolute discretion allow entry and use of the Facilities where alternative ID can be produced. Entry and use of the Facilities as a Member may be denied where a Member cannot produce their membership card.
- 10.7. Membership cards are individual to the member concerned and must not be given or lent to any third parties.
- 10.8. Users are responsible for the safe keeping of their membership card. Pending any investigation regarding the suspected wrongful use of a card membership/ right to use the Facilities may immediately be temporarily suspended.
- 10.9. Any found, lost or stolen membership cards must be immediately reported using the Centre's email address:

11. Contacts

- 11.1 If you have any queries or complaints relating to your Membership or this Agreement please use the Membership Email or telephone 0113 343 5095.

Start date of Membership: _____

Status (tick box):

- Member of the public Alumni
- Member of Staff Student

Type of Membership (tick box):

- Edge Club Premium Sports Pass
- Edge Club

I accept the above terms in the Annual Membership Agreement

Signed (Member): _____

Date: _____

Customer Name (Please Print Name): _____

Customer Number (e.g. 1223456): _____

Signed (Reception/Sales Team): _____

Date: _____