

Membership Terms and Conditions

(Terms and conditions apply to ALL membership categories and cardholders)

Definitions

Uppingham School Sports Centre (USSC), situated on Leicester Road, Uppingham, Rutland LE15 9SE, is owned by Uppingham School and administered and managed on the School's behalf by Uppingham School Enterprises Limited (USE), Registration No 1130851, Registered address 20-24 High Street West, Uppingham, Rutland LE15 9QD.

"Users" shall mean members, their guests, pay-and-play persons, groups, visiting teams, pupils and staff. "Manager" shall mean the person in day-to-day charge of the sports centre.

"Month" shall mean a recognised calendar month commencing on the first day of the month.

"Frozen Membership" is when access and payments are stopped with the agreement of the manager but intended to recommence at a future date.

"Suspended membership" is when access rights are suspended during a period after the member has failed to pay, or as a result of the conduct of the member.

Membership

- Membership is taken out with USE.
- Applications for membership are made by a primary contact. Primary contacts will be required to sign applications for other adults covered by the same membership.
- The management reserves the right to withhold membership which is granted at the Manager's sole discretion.
- Issues regarding membership should be addressed to the Manager. Appeals can be lodged with the Directors of USE.
- Users excluded or suspended shall forfeit all rights to use USSC and are not entitled to a refund. A suspended member will be informed of any action to be taken within 7 working days of their suspension. A suspended member shall have the right to appeal in writing to the Manager.
- Members have the right of appeal to the Directors of USE regarding actions taken by the Manager. The Directors reserve the right to uphold, change or reverse the Manager's decision. The Directors are the final arbiters of membership disputes.
- All persons applying for membership will sign and agree to comply with these Terms & Conditions. Employees of Uppingham School are bound by the same terms and conditions and do not enjoy enhanced rights or exclusions.
- Members will be issued a membership card. A photograph is required for the card and will be taken and placed on record.
- The Manager reserves the right to add to, delete or otherwise amend from time to time these Terms and Conditions. Any such alterations will be communicated to members by post and understood to have been distributed when posted; temporary alterations will be displayed on the USSC notice board. Members shall abide by the Codes of Conduct and USSC Rules which are displayed on the USSC notice board. Members are required to familiarise themselves with these.
- In recognition of the obligations of the School and USE to discharge its duty of care for pupils, if it is deemed necessary the Manager may request that additional personal checks and investigations are completed. It is not incumbent upon USE to provide reasons for these checks. This is a supplement to your application and is not required as a precursor to applications being granted. However it is a condition of membership that should any circumstances arise where such checks are considered necessary, you will be required to authorise USE to undertake these. The Manager will contact you in the first instance to inform you that further checks are required. These checks may include Criminal Records Bureau, Police background & Social Services reports. Should the results raise concern, the Manager will discuss these with the member in the first instance. The Manager reserves the right to suspend/cancel membership if the reports and information is considered unsatisfactory. Information obtained will be dealt with in the strictest confidence. USE will cover the cost of any checks required.

Payment terms and cancellation

- Fees are payable monthly in advance by direct debit, or by one annual payment. Prevailing rates will be displayed in USSC. Initial joining fees, where appropriate, must be accompanied by one month's fee in advance plus a pro-rata amount for the number of days remaining in the month of joining. Membership commences on the 1st of the month and the fees will be charged by direct debit in respect of the next full month.
- Should a direct debit be rejected the responsible member will be contacted and asked to settle the fee before the next direct debit run. The member will receive two further payment requests. If payment is not received before the next direct debit run, membership will be suspended until the account is brought up to date. An administration fee of £50 will be charged to reactivate membership following suspension.
- Memberships can be frozen at the discretion of the Manager. Members must apply in writing to the Manager, stating the reason they wish their membership to be frozen. The manager will assess each request on its merits. No charge will be made when reactivating a frozen membership. Acceptable reasons for freezing memberships are long term illness/injury and relocation. (Personal financial circumstances are not considered a valid reason).
- All payments are non-refundable unless otherwise stated in these Terms and Conditions.
- Membership may be cancelled at any time by writing to the Manager, and in the case of a member who pays on a monthly basis, they shall be required to pay for the month during which the membership is cancelled plus one month's subscription. Annual members can if they wish cancel their membership and may reclaim the unused part of the year's fee, subject to the deduction of the joining fee, one month's full subscription and a cancellation fee of £50.

Assignment of rights

- Membership and rights are non-transferable. Any member found sharing their membership will have their membership cancelled without the right to any refund or appeal.

Facilities and opening hours

All timetables are subject to late change and alterations subject to the immediate needs of Uppingham School

Operating hours of USSC will vary each term and may change substantially. USE cannot guarantee the time, location or access to activity areas or facilities from term to term. Use of tennis courts will be restricted between October and April.

- USSC's normal hours of operation are available upon request from reception and will be published in a termly timetable. Such hours may be lengthened or shortened at the absolute discretion of the Manager. Prior notice will be given to members wherever possible.
- USSC will CLOSE Tuesday, Thursday, and Saturdays 14.00-18.00hrs and from 23rd December until the first day after the bank holiday in January.
- Reduced operating hours will apply on bank holidays, opening 10.00-16.00hrs.
- USSC will CLOSE for 2 days per year for essential maintenance.
- The Manager reserves the right to close USSC to carry out emergency maintenance without notice.
- Closure due to planned maintenance will be publicised in advance. Members will have no redress or rights to compensation for loss of access if the duration of any one closure in any or all of the facilities does not exceed 48 hours. Members will receive compensation in the event USSC is closed fully for more than 48 hrs (other than for the times stated in these terms), at a rate of £1 per day for Full members and pro rata for other membership types.
- Unplanned closure of the pool or fitness studio will attract compensation of 50p per day after 48 hrs for Full members, and pro rata for other membership types.

- The Manager reserves the right to cancel a published class when the numbers attending the class fall below 6, or in the absence of a qualified instructor.

Guests

- Members may sign in guests for all activities except for the Fitness Studio. Guests must participate in the same activity as the member. A guest fee is payable. Members may bring no more than 3 guests on any one occasion. The Manager reserves the right to refuse access to guests.

Limitation of liability

- The Manager reserves the right to make reasonable alterations to the facilities provided without notice in his/her absolute discretion and USE shall not be liable for any loss incurred by such alterations.
- The Manager reserves the right to withdraw facilities, but will use reasonable endeavours to provide notice in advance by displaying signs on the USSC notice boards.
- It is the member's responsibility to ensure that he/she is capable of undergoing the normal routine of exercises within the programme, class or activity they undertake.
- The Manager reserves the right to decline access to facilities on grounds of suspected poor health of a member or their excessive use of the facilities. If requested, Members will be required at their own expense to provide evidence from appropriately qualified medical advisors that they are fit and capable of undertaking exercise programmes. Members must inform the Manager immediately of any advice received and of any restrictions placed upon them if they are undertaking any form of rehabilitation, are under medical supervision or following any serious medical treatment, to ensure that USSC staff are able to advise and supervise them appropriately. Failure to provide such information may result in action being taken by the Manager against the member, in order to safeguard the member, other users and staff.
- USE does not accept responsibility for member's health, and cannot advise or comment on any health issue or any injury. Appropriate professional medical advice must be taken.
- In the interests of safety, no glassware may be taken into the facilities. Users are asked not to bring bags and personal possessions, jewellery or other valuables into USSC.
- USE accepts no responsibility for loss or damage to the property of members or guests. Lockers are available at the risk of the user.
- Adult members are personally liable for themselves, junior members in their care and their guests in relation to any costs arising out of inappropriate use of equipment or facilities.
- Nothing in these Terms and Conditions shall affect the statutory rights of a consumer nor shall any liability be excluded for death or personal injury caused by the negligence of USSC, USE or its employees.

Severance

- If any provision of these Terms and Conditions is, or at any time becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Parking & access

- All vehicles must be parked in the parking spaces provided at USSC and shall not be driven or be taken onto any other part of the site or land. No liability for the loss or damage to any vehicle or its contents is accepted.
- Membership does not permit or grant access to any other building, facilities or areas of the School campus. Members found outside of the permitted areas may have their membership suspended pending further action.
- A limited number of parking spaces are available for the disabled. They will be allocated on first come basis. Parking on the access road is not permitted.

Force majeure

- Should USSC be prevented from executing its obligations by force majeure, such as exceptional weather conditions, flood, fire, war, industrial action, disruption to mechanical or electrical supplies or other unforeseen events, and this is unavoidable, USSC shall notify members as soon as possible, explaining the reason for its inability to execute or need to delay the execution of all or part of the contract. In such circumstances USSC and USE shall not be deemed to be in breach of this contract and conditions of clauses 22 and 23 shall not apply. This clause shall not, however, affect any member's right to cancel.

General

- Members shall give written notice to the Manager of any change of address or personal circumstance.
- Members must conform and abide by standard safety protocol for sports they undertake.
- Membership cards remain the property of USSC; the Manager reserves the right to retain any card if there has been a default in payment. The card must be shown and swiped as requested on each visit and only used by the person to whom it is issued (abuse will lead to forfeiture). The card must be carried whilst using the facilities (excluding swimming).
- Replacement cards are charged at £5.00.
- Users are asked to wear the form of dress and footwear appropriate to the chosen activity. Users wearing inappropriate clothing or swimwear (thongs or excessively baggy clothing etc) will be asked to change.
- Alcohol and smoking are not permitted within USSC or any of the surrounding grounds.
- By signing and accepting these terms and conditions you agree to the use of your details for marketing purposes by USSC/USE unless indicated below.
- Local operating procedures and Rules apply within the Swimming Pool and Fitness Studio.

Junior members

- An adult must accompany, and be responsible for, all junior members under 8 years of age when within USSC unless attending a supervised or coached activity.
- When using the swimming pool, adults must supervise children in the pool on a maximum ratio of 1:2 for under 8 s; children under 3 must be supervised by a responsible adult (over 18) on a ratio of 1:1. Children under 3 months of age are not permitted to use the pool.
- Junior members are not permitted to sign in guests.
- Children over the age of 8 are to use the changing area applicable to them. Adults must on no account enter changing areas of the opposite gender to check on children.
- Children under 14 are not permitted in the Fitness Studio. CV and Circuit Zone equipment is accessible to children from 14 years.
- Junior members joining in their own right aged 14-17 must have their application and PAR Q forms counter-signed by their parent or legal guardian.

Leisure card holders - "LCH"

- The USSC Leisure Card scheme is not linked to any other scheme operated by other venues in the area and cannot be used in conjunction with or at their venues.
- LCH are entitled to use the fitness studio on a pay and play basis after completing an induction.
- LCH can book facilities and classes paying for each event when they participate. Bookings can be made 5 days in advance.
- LCH who fail to attend events without cancelling will have their card suspended. More than three no shows in an 8 weeks will result in suspension.

I confirm I have completed, read and understand this questionnaire, and I agree to be bound by its conditions:

Adult 1 Name	Signature	Date: ____/____/____
Adult 2 Name	Signature	Date: ____/____/____
Junior Member Name	Signature	Date: ____/____/____
Guardian's Signature for Junior single membership (14 - 17yrs)		Date: ____/____/____