

A GENERAL RULES

1. These Terms and Conditions apply at all times and take priority over anything that a member of our team has told you. These Terms and Conditions replace any previous versions and the term "Terms and Conditions" used here means the latest version in force unless the context requires use of the version in force at the relevant time. From time to time we may amend any part of or replace these Terms and Conditions entirely because of changes in relevant laws and regulatory requirements, or to reflect changes in the way we operate. If we revise these Terms and Conditions as they apply to you, we will give reasonable advance notice of the changes. In the event, if you are unhappy with any changes or amendments to the Terms and Conditions, we will provide guidance around any cancellations procedures. Continued use of the facilities will constitute acceptance of the Terms and Conditions in force at the time of your use. The version in force is available on the Brookes Sport website and at Brookes Sport reception.
2. Users must adhere to these Terms and Conditions, to notices displayed at the Sport Centre and to instructions given by Sports Centre staff. Failure to comply may result in the immediate termination or suspension of Membership or the permission to use the facilities. If we terminate your membership or permission to use the facilities you will not be entitled to any refund and you will receive no recompense.
3. Any user will have their right to use the facilities immediately terminated where:
 - a. they have allowed free access to the Sports Centre or other facilities by a non-member; or
 - b. they have loaned their Membership card to any other user; or
 - c. they pose or create a serious risk to the health, safety or wellbeing of staff, other users or members of the public; or
 - d. they damage or threaten to damage University property; or
 - e. they have engaged in disruptive, abusive or violent behaviour.
4. Anyone wishing to use sports and fitness facilities must register either online or at reception or be a guest of a registered user. The registered user takes full responsibility for any guests.
5. It is the responsibility of members to provide accurate and up to date contact details. Members paying by direct debit must provide a valid email address and all notices relating to direct debit will be sent by email. Brookes Sport aims to provide 10 working days' notice of a change to the date, amount or frequency of your direct debit payment.
6. All registered users must read and understand the Health Commitment Statement available on our website and at reception. In particular it is your sole responsibility to decide whether you are physically capable of undertaking any particular activity. Gym inductions are available upon request.
7. All activities must be paid for at the time of booking unless otherwise agreed with a Brookes Sport manager.
8. Registered users may only book one court or pitch at any one time slot (excluding block bookings). A maximum of two consecutive courts or pitches may be booked unless agreed otherwise by Brookes Sport managerial staff.
9. The registered user must report to reception prior to the booking start time.
10. All facility bookings (excluding event and block bookings – see Section D below for these) must be cancelled with a minimum of 24hrs notice or the full standard rate of the facility will be charged. All class bookings must be cancelled with a minimum of 20 minutes notice via the app, or by email to the relevant sports centre. Non-attendance by members with a paid subscription will result in a charge at the standard PAYG (pay as you go) fee.
11. Appropriate clothing and footwear must be worn at all times including shirts or vests in the gym, climbing, court and public areas.
12. You must not use the sports facilities under the influence of drugs or alcohol.
13. No smoking is permitted in any area of the Sports Centre (whether inside or within 5 metres of the building).
14. No food, open drinks containers or glass are permitted in areas of play or activity.
15. Children (under 14) are not permitted in the bar area after 9 p.m. Children under the age of 12 must be accompanied by a responsible adult at all times whilst in the buildings or external sports facilities. We consider a responsible adult to be all persons aged 16 or over and assume they will be in loco parentis and have parental authority.

16. You assume responsibility for your personal belongings and items left (including in lockers) entirely at your own risk. The University and its staff cannot be held responsible for any loss or damage except where we have been negligent.
17. If you injure yourself or have an accident whilst using the Facilities, you must report it to Sports Centre staff immediately or as soon as practicable thereafter. An incident form will be completed and you will be asked to provide details of the incident and to confirm your contact details.
18. Brookes Sport may close or withdraw any or all of its Facilities where necessary without notice. We will make reasonable efforts to advertise the dates and times of planned closures and withdrawals. No refund or recompense will apply.
19. Any formal complaint must be made in writing to Brookes Sport reception by letter or email. A response will be provided within five working days.
20. All users must observe the advertised opening hours and must leave the premises before the stated closing time. Brookes Sport reserves the right to revoke/suspend membership or ban any person refusing to leave in a timely manner.
21. Visitors to Brookes Sport facilities are permitted to take photographs or film for personal, non-commercial use. All other uses require permission from Brookes Sport. Press image and filming enquiries should be directed to the Oxford Brookes University press office before an approach is made to Brookes Sport - pr@brookes.ac.uk. Photographs should not be taken in areas where users can rightly expect their privacy to be maintained. This includes (but is not limited to) changing rooms, toilets, steam/sauna, and swimming pool facilities.
22. The full text of the Brookes Sport Media and Photography policy is available upon request from our sports centre receptions.
23. The headings and layout of this document are merely for convenience; the Terms and Conditions must be read and understood as a whole.

B MEMBERSHIP OF BROOKES SPORT

1. It is your responsibility to ensure that your membership is right for you. If your circumstances change, including eligibility for concessions or other discounts, you must inform Brookes Sport without delay, by reporting the

- change to reception staff or by email to sportsmembership@brookes.ac.uk
2. All memberships are subject to a 14 day cooling off period from the day after the purchase date and a full refund will be given if you have not used the facilities. If you have used the facilities you may still cancel within the 14 day cooling off period but any refund will be less the days used.
3. Membership of Brookes Sport is non-transferable.
4. You must produce your Brookes ID or Brookes Sport Membership card on each visit and if asked to do so by Sports Centre or other University staff/security. Lost or stolen membership cards will only be replaced upon payment of the replacement fee.
5. To validate your identity and protect all users, you consent to us taking and retaining a digital photograph of you as part of your Membership application.
6. Memberships paid monthly by direct debit are subject to an upfront payment of up to 6 weeks pro rata plus any joining fee. Direct debit payments are taken from your designated UK bank account on the first working day of the month. Monthly memberships will continue on a rolling basis until cancelled. See also A5.
7. We reserve the right to immediately terminate your membership where payments are outstanding.
8. Fixed term memberships will expire at the end of the term agreed.
9. If you are a student or staff member of Oxford Brookes University and you are leaving the University early, you may be considered for a partial refund of your fixed term membership fee upon receipt of written verification from your tutor or line manager.

C AMENDMENTS TO MEMBERSHIP

1. You can cancel your membership for the following month by cancelling your direct debit instruction with your bank at least one working day before payment is due on 1st of the next month. Alternatively, membership can be cancelled by emailing sportsmembership@brookes.ac.uk with your full name, membership number and instruction to cancel by the 15th of the month before you wish your membership to end.
2. No refunds will be offered for any payments that have already been made.
3. You may freeze your membership without charge up to two times in each 12 month period.

Freezes are for a minimum of one month and a maximum of four months. You must provide a minimum of 15 days' notice before the date you wish the freeze to be applied. Membership freezes apply to Direct Debit memberships only.

4. Membership may be upgraded at any time by paying a pro rata amount to cover the monthly price difference including for the following month if it is after the 15th.
5. Downgrade requests must be made by 15th of the month and the downgrade will apply at the start of the following month.

D EVENTS AND BLOCK BOOKINGS

1. Payment must be made within 48 hours from time of booking unless otherwise agreed with a Brookes Sport manager.
2. A minimum of 28 days' notice is required to cancel an event or block booking.
3. Refunds will not be issued to customers who cancel with less than 28 days' notice.
4. Time required for set up and take down must be included within the time booked. E.g. a booking of an hour includes 5 minutes for setup and takedown and 55 minutes for play.
5. The costs of cleaning or any remedial action required following an event or block booking, are responsibility of the individual making the booking and you agree to pay any additional cleaning or repair costs incurred by Brookes Sport chargeable following the event.
6. All visitors to the facility in relation to an event or block booking are the responsibility of the person making the booking.
7. Brookes Sport reserves the right to cancel a booking without notice for reasons outside our control such as, but not limited to: bad weather, natural disaster, war, terrorist activity or civil unrest, industrial dispute, technical, maintenance or operational problems.

E PERSONAL TRAINING AND INSTRUCTION

1. All personal training or lessons with an instructor must be booked and paid for in advance.
2. Individual sessions may be rearranged providing a minimum of 24 hours' notice is given. Any session that is missed or where notice is less than 24 hours, will be forfeited.
3. Group sessions may be altered or cancelled providing at least 7 days' notice from the start of the booking is provided. No refund will be permitted where less than 7 days' notice is given.

4. If a session is started late due to your late arrival, no extension to the booked session will be given.
5. Where sessions have been prepaid as a multi session package, all sessions must be completed within 16 weeks of the purchase date.
6. Brookes Sport reserves the right to provide an alternative instructor, for example where your initial instructor is unavailable due to illness or they have ended their employment at Brookes Sport. Where an alternative instructor cannot be provided, Brookes Sport reserves the right to cancel or rearrange the session for another time.

F GYM RULES

1. All users of the Gym must be aged at least 16.
2. All gym users aged 16 or 17 must complete an induction prior to using the gym.
3. If you are unsure how to use any of the equipment, it is your responsibility to book an induction via the Sports Reception team.
4. All Gym equipment (e.g. free weights, Swiss balls, kettle bells etc.) must be put back in its correct place after every use.
5. You must ensure that equipment and benches are wiped down after use.
6. You must wear suitable non-slip footwear at all times whilst using the Gym for your own safety. Open toed footwear (e.g. flip-flops or sandals) are not permitted.
7. When using the sauna and steam room, swim wear and non-slip footwear (flip flops or sandals) must be worn at all times.

G COURTS, HALL and STUDIO RULES

1. It is the responsibility of the person that has made the booking to ensure that the playing area is inspected before play to ensure it is safe to use and there are no apparent hazards. Any issues must be reported to Brookes Sport staff immediately.
2. Non-marking footwear must be worn while using the courts, halls and studios.

H PITCH RULES

1. No studded, moulded, metal or bladed footwear are allowed on the synthetic turf pitches.
2. It is the responsibility of the person that has made the booking to ensure that the pitch is inspected before play to ensure it is safe to use and there are no apparent hazards. Any issues

must be reported to Brookes Sport staff immediately.

3. You must ensure that your use of any pitch does not interfere with 3rd parties that have the right to access or use the pitches.

I CLIMBING WALL RULES

1. To use the climbing facility all adults must complete the BMC/ABC registration form and induction sheet or be taking part in an approved instructed activity.
2. All children must be supervised by an adult who is already registered as a climber. A registered adult can sign in and supervise two children to use the roped areas or up to four children for bouldering.
3. The minimum age of any climber is 3 years old. Anyone aged under 18 must be accompanied and supervised by a registered adult.

J SWIMMING POOL RULES

1. To comply with Managing Health and Safety in Swimming Pools HSG179, the rules are to be observed at all times.
2. The following are not permitted; running, diving, bombing, throwing equipment or fighting, holding lane ropes, jewellery, fins, flippers, snorkels or hand paddles unless agreed by manager on duty.
3. No food or drink is allowed on poolside other than water in a suitable closed drinks container.
4. Bathers must shower before entering the poolside and should not swim if they are ill or have been recently ill. If bathers have had diarrhoea within the last 14 days then they must not attend the pool.
5. Babies should always wear correctly fitted swim nappies and must not be brought to the pool if they have had diarrhoea within the last 14 days.
6. Children between the ages of 0 and 5 years old must be accompanied in the water by a responsible adult on a 1:1 ratio. Children between the ages of 6 and 8 years old must be accompanied in the water by a responsible adult on a 2:1 ratio. Children between the ages of 9 and 11 years old must be accompanied in the building by a responsible adult. Children 12 years or older can swim without the supervision of a responsible adult. We consider a responsible adult to be all persons aged 16 years or older and assume they will be in loco parentis and have parental authority. You must make sure that you and your group swim within your ability.

K PRIVACY NOTICE

Oxford Brookes University is registered with the Information Commissioner's Office as a data controller. Oxford Brookes takes your privacy seriously and will only process your personal data in accordance with relevant UK law. For further information on what personal data Oxford Brookes collects and how it is used please see the Brookes Sport privacy notice which can be found on the Brookes Sport website or requested at reception.