

# Terms and Conditions of Membership

## 1. Definitions

- 1.1 Student: Anyone who is currently enrolled on a course of study at the University of Hertfordshire or associated college(s). The student must also possess a valid UH Student Identification card.
- 1.2 Hertfordshire Sports Village: The sports village to which membership applies. (hereafter referred to as HSV).
- 1.3 Village rules: The terms and conditions on display in reception for any person using any area of HSV.
- 1.4 Pool rules: The terms and conditions on display in the swimming pool area for any person using the swimming pool at HSV.
- 1.5 The gym: The health and fitness facility to which health and fitness membership applies.
- 1.6 Gym rules: The terms and conditions on display in the health and fitness facility for any persons using the gym.
- 1.7 Climbing Wall rules: The terms and conditions on display in the climbing wall area for any person using the climbing wall at HSV.
- 1.8 Athletic Union: The organisation responsible for the provision of all student sports clubs and student social sport programme activities (exc. Active Students).
- 1.9 Fees: Payments required by HSV from members in connection with their subscription. Subscription Fee: Payment made by members for the named subscription, for the facilities provided by HSV. Payment is made in advance in one payment by cash, cheque, credit or debit card at time of joining HSV.  
Casual guest fee: Payment made by non-members to access certain hire facilities. This fee is still payable even if the guest is accompanied by a member.
- 1.10 Members: Those individuals who have applied and been accepted by the management to use the facilities provided by HSV and/or the gym.

## 2. Use of the Health and Fitness Facilities

- 2.1 Use of the gym is only for members who have paid the valid subscription fee and have had the appropriate induction with health & fitness staff, unless with prior arrangement of the management. Inductions can be booked in person or can be viewed online at [www.student.hertssportsvillage.co.uk](http://www.student.hertssportsvillage.co.uk)
- 2.2 Health Commitment Statement: All members of the gym are required to complete a Health Commitment Statement prior to using the facility, which will form the basis of any programme and advice given by the fitness team. All information held on this form will be held in confidence. In addition, we reserve the right to refer members to their GP, physiotherapist or specialist if we feel any condition warrants it and await further instruction from them before allowing access to the equipment and prescribing any exercise programme.

## 3. Membership Transfer

- 3.1 UH Student members may transfer their health & fitness membership to another UH student (this excludes memberships that were purchased in conjunction with an Athletic Union membership where transfers are not permitted). Health & fitness transfers are subject to a £10 administration fee and completion of relevant paperwork at time of transfer.
- 3.2 Athletic Union representative club members may transfer to a different UHAU club free of charge within the first 4 weeks from the date of purchase. Any requests thereafter will incur a £10 administration fee.
- 3.3 Members can upgrade their membership but cannot downgrade. All upgrades are subject to a £10 administration fee. Memberships purchased as part of a promotional offer cannot upgrade their membership.

## 4. Cancellation

- 4.1 Any booking made by members that cannot be attended must be cancelled at least 24 hours in advance of the start time of the booking. Failure to cancel any booking within 24 hours of its start time will result in the member being liable for the full casual cost of the missed activity.

## 5. Refunds

- 5.1 Refunds will only be given for the following reasons:
  - (a) Medical reasons confirmed by a note from your health professional, which means that you can no longer use the facilities.
  - (b) Relocation from the area with confirmation of your new address outside Hertfordshire's borders, with the exception of UH students completing their final year of study, where no refund will be given for any part of the remaining valid membership.
  - (c) Exceptional circumstances with the agreement of the management.
- 5.2 Refunds are subject to a £10 administration charge and will be pro-rata from the date of refund. Refunds after 1 December are subject to 50% of pro-rata and administration charge.
- 5.3 Refunds for annual memberships can only be made for the period up until the end of the HSV financial year (currently 31 July). Any pro-rata amount owed for a period of annual membership that falls in a different financial year will only be given as credit for use at HSV.
- 5.4 Refunds can only be claimed in advance, never in arrears.
- 5.5 Any AU Club Health and Fitness which is purchased as part of the joint athletic union / gym package is non-refundable.
- 5.6 Student members do not have the option to freeze membership.

## 6. Parking - de Havilland Campus

- 6.1 UH car regulations apply. Full details are available on studynet under car parking.
- 6.2 Residential Students: There is no parking for Residential Students living on the de Havilland Campus (except students who hold a Blue Badge for a personal disability) and it is part of the accommodation contract that students will not bring a car to the University.

## 7. Disclaimer

- 7.1 We, our agents and employees, are insured against death, loss and injury caused by our negligence (and breach of statutory rights) or that of our agents and employees, but we are not insured for any loss or injury caused by your negligence. If you fail to follow health and safety notices, the instructions of coaches and trainers, or break the HSV rules and as result incur costs, damages and expenses payable by the facility then you may be held liable for any of those costs, expenses or damages for which we are not insured.
- 7.2 Any UH Students who sign up to any Athletic Union sports club must ensure they have read, understood and agree to act in accordance with the student activities participation statement, which is displayed in the Athletic Union office and on the Athletic Union website.
- 7.3 We are not insured for, and therefore cannot accept liability for, any loss to personal property belonging to you or your guests at the facility, including items left in lockers. Items left overnight in lockers will be removed.

## 8. Other

- 8.1 We reserve the right to:
  - (a) Vary, revoke or add to these terms and conditions, or the village, pool and club rules at any time. We will endeavour to give as much notice as possible and if you are unhappy with any changes, there will be a maximum amount of time given to express your concern.
  - (b) Alter the operating hours of the facility. We will always endeavour to give as much notice as possible of any permanent changes.
  - (c) The Management reserves the right to alter fees from time to time giving one calendar months notice.
  - (d) Adjust the availability of certain facilities on a temporary basis for essential maintenance or other works that need attention. We will always endeavour to give as much notice as possible.
  - (e) Requirements for joining HSV: Valid Student ID card and/or other satisfactory documentation at HSV's request.
  - (f) Members must personally attend all bookings they make; members can not book activities for other people and then not attend themselves. Members can only book one court. Members are not permitted to book multiple courts at the same time. Members must bring their Student ID on each visit. Any misuse of membership cards will be taken extremely serious and may result in the termination of membership with NO refund.
  - (g) Last entrance for Bronze members is 4pm for single use activity.