

**CANOLFAN BRAILSFORD SPORTS FACILITIES**  
**MEMBERSHIP TERMS & CONDITIONS**

By applying for membership (“Membership” or “Member”) to use the Canolfan Brailsford Sports Facility (the “Facility”) you (“You”, “Your”) agree to adhere to these Terms and Conditions (“Terms”).

The Facility is operated by Bangor University (registered charity number 1141565) of College Road, Bangor, Gwynedd, LL57 2DG (the “University” or “Us” or “We”). These Terms set out the entire agreement between Us and You relating to Your Membership at the Facility and constitute a legally binding agreement.

**Please ensure you read and understand Your rights and obligations under these Terms before completing your Membership as We may cancel or suspend Your membership or use of the Facility whereby You breach these Terms.**

The Facility is for use by staff, students and members of the public.

**In summary, these Terms set out Your contractual obligations, which include:-**

- a) Minimum membership periods (Paragraph 1.16);**
- b) How You can cancel Your Membership (paragraph 5);**
- c) Acceptable behaviour within the Facility (paragraph 4) and what happens if you don’t meet these standards (paragraph 6);**
- d) Responsibility for personal items (paragraphs 4.1.8 and 4.1.9 );**
- e) Liability (paragraph 7)**

## **1. MEMBERSHIP**

- 1.1 In order to become a Member, You are required to complete in full the official membership application form, which is available from the reception desk at the Facility and at [www.bangor.ac.uk/brailsford](http://www.bangor.ac.uk/brailsford). We retain absolute discretion to reject any application or renewal of membership.
- 1.2 A photograph will be required on joining for identification purposes. This photograph will be taken during the membership sign-up process by staff at the Facility or in the case of University students or staff, a photograph will be obtained from Your records retained by the University’s central services.
- 1.3 Membership is only available to persons over the age of 16 years. We reserve the right to request proof of date of birth in order to verify this before processing any application for membership. Parental consent will be required for persons under 18 years old to obtain Membership in accordance with the University’s Child Protection Policy, a copy of which is available from [www.bangor.ac.uk/compliance-unit/ChildProtPol.php.en](http://www.bangor.ac.uk/compliance-unit/ChildProtPol.php.en)
- 1.4 You must report to reception on arrival. You will be asked to show Your card for each booking/session. If a valid Membership card is not shown, a non-member fee will be charged for that visit.
- 1.5 If You lose or damage Your Membership card You will be required to pay an administration fee for a replacement card.
- 1.6 If Your Membership card is lost or stolen, You must immediately notify the reception desk at the Facility. Until notification is received by the Facility, You are liable for any bookings or unauthorised entry made using Your Membership card.
- 1.7 Membership cards are non-transferable and must only be used by the named cardholder. We reserve the right to retain and/or destroy any Membership cards which are used by persons other than You.
- 1.8 We reserve the right to ask for identification from You as proof of Your category, for example, a member of University staff or over 60 years.

- 1.9 It is compulsory for all users of the fitness rooms to have an induction. Inductions are provided by professional staff and given to ensure the equipment is used safely. If You are in any doubt about how to correctly operate any equipment, you must consult a member of staff before use.
- 1.10 Any sessions or classes which are booked and not cancelled 24 hours prior to its commencement time will be subject to the full charge for the session/class.
- 1.11 Members can only book themselves onto a class or session and not other persons.
- 1.12 Members may attend a maximum of three (3) classes or sessions back to back.
- 1.13 At peak times We reserve the right to limit Your use of one piece of equipment to twenty (20) minutes.
- 1.14 When applying for Membership, please note that refunds are not to be given other than in accordance with paragraph 5, therefore if You envisage that Your course of study or work commitments may involve periods away from Bangor, You are advised to purchase the most suitable and cost-effective package for your needs, which may be a pay-monthly arrangement.
- 1.15 We may refuse admission to or ask you to leave the Facility if We reasonably believe that you have broken these Terms. No refund will be given if you are asked to leave the Facility in such circumstances other than as set out in these Terms.
- 1.16 Subject to paragraph 5 and 1.18, the Membership for staff and members of the public shall be for a period of **twelve (12) months** or in relation to students, a period of **nine (9) months** ("Student Membership") Membership options range from 12 months in advance, 9 months in advance (Bangor students only) and pay monthly. Memberships will not automatically renew.
- 1.17 Details of the Facility's current opening hours and facilities are displayed in the reception area. We may sometimes need to change opening hours or facilities available. If We need to do this We will, where reasonably possible, display notices in the reception area of the Facility notifying You of the change at least 2 weeks beforehand. If We make a significant change to the opening hours or facilities available, You can cancel your Membership in accordance with clause 5. In addition We will refund you for any part of your Membership fee for the period since the change was in force.
- 1.18 Staff shall have the option of a pay monthly salary deduction scheme, subject to Finance Office salary deduction terms and conditions. In the event that You are no longer employed by the University (and other than as set out in clause 5) You are still liable to pay the balance of the 12 month Membership.

## 2. PAYMENT

- 2.1 By completing the Membership application form You agree to be bound by these Terms You and agree to pay all Facility Membership fees and other fees or charges on time.
- 2.2 Payments for Membership can be made by cash, cheque or credit card. The Facility may for time to time offer the option to pay for Membership by way of salary deduction (Staff only) or online payment.
- 2.3 In addition to the Membership fees, we may also charge fees for classes, personal training and any other services We may provide from time to time. Details of such fees are available from the Facility reception desk. Any outstanding fees shall remain payable even if You terminate Your Membership.
- 2.4 We review the Membership fees and classes annually. Any changes to the prices will generally apply from 1st August each year. Your Membership shall continue at the rate (subject to clause 2.5) and for the duration agreed at the time of our acceptance

of Your Membership application. Any renewals shall be at the prevailing rate of the Facility at the time of renewal.

- 2.5 We reserve the right to pass on any changes in the rate of VAT to you when they come into force.

### **3. DATA COLLECTION NOTICE**

- 3.1 We will collect, administer and store electronic and paper copies of Your personal information, such as Your name, address, age, medical details in order to provide the services to You under these Terms and to communicate with you over Your Membership. If you chose to opt in to additional marketing information from the Facility and/or the University, we will use your personal information only for such agreed purposes. If You chose to pay by credit card, Your credit card details will be retained only in order to process payment and thereafter destroyed. As set out in clause 1.2, we retain a photograph of you on our computer system so as to ensure that Your Membership card is being only used by You and You agree to Your photograph being used and stored by Us for the duration of Your Membership.
- 3.2 Subject to paragraph 3.4, upon termination of Your Membership by way of cancellation or termination or otherwise, We will destroy Your personal data in accordance with the retention period set out in the University's approved Records Retention Schedule, a copy of which is available from <http://www.bangor.ac.uk/compliance-unit/UniRetSched.php>
- 3.3 It is Your responsibility to inform the Facility of any change to Your personal details, including, but not limited to address, telephone number, email and any health issues.
- 3.4 We reserve the right to retain Your personal data for as long as is necessary to deal with any complaints or legal proceedings relating to Your Membership and/or any allegations made by any other users of the Facility against You.
- 3.5 You may request a copy of the information we hold about You by contacting the University's Data Protection Officer by email at [gwenan.hine@bangor.ac.uk](mailto:gwenan.hine@bangor.ac.uk) or by post at Planning and Governance Office, College Road, Bangor, Gwynedd, LL57 2DG or by telephone on (01248) 382413.
- 3.6 We will not share your personal information with third parties other than where we are required to make your personal information available to third parties such as legal or regulatory authorities and professional advisors.
- 3.7 For the safety of staff and users, CCTV is used in the Facility in all public areas.
- 3.8 We may occasionally take photographs for promotional purposes or brochures, but we will not take Your photograph without Your prior consent.

### **4. ACCEPTABLE USE**

- 4.1 In order to maintain a safe and enjoyable environment for all users of the Facility, Members are required to follow these Terms. Members agree that they shall:-
- 4.1.1 not behave in the Facility in such a way as to create a security or safety hazard to themselves or others users of the Facility;
  - 4.1.2 not abuse or intentionally damage the equipment or any part of the Facility;
  - 4.1.3 not behave in a violent, rude, racial or threatening way or in a manner which distresses or causes discomfort or harassment to other users of the Facility and/or staff;
  - 4.1.4 not use personal cameras or recording devices at the Facility;
  - 4.1.5 in the opinion of the University, dress appropriately and wear appropriate footwear at all times whilst at the Facility.

- 4.1.6 read and observe the notices displayed in the Facility, in particular, those relevant to any equipment being used;
  - 4.1.7 not use the Facility whilst under the influence of drink or drugs or bring alcohol or drugs into the Facility. We reserve the right to refuse admission for any Member who (in the reasonable opinion of the University) appears to be intoxicated, unwell or otherwise unable to use the Facilities in a safe and competent manner, or follow instructions provided by staff for their safety;
  - 4.1.8 keep bags, outdoor clothing and belongings in the lockers provided. Please note:- lockers must be vacated at the end of each day;
  - 4.1.9 All lockers will be emptied at night by Canolfan Brailsford staff and items recovered will be held by Canolfan Brailsford for six weeks before being disposed of.
  - 4.1.10 not participate or encourage any illegal gaming and/or betting at the Facility;
  - 4.1.11 bring pets into the Facility (other than guide dogs).
- 4.2 Smoking is not permitted anywhere within the Facility.
- 4.3 Wi-Fi is available at the Facility for staff and students who hold a bangor.ac.uk account and such usage shall be in accordance with the University's Rules and Regulations as amended from time to time.

## 5. CANCELLATION

- 5.1 You have the right to cancel Your Membership:-
- 5.1.1 within fourteen (14) days without any reason (for Membership made online or over the telephone). Details as to how You can cancel Your Membership during this 14 day cooling off period are set out in clause 5.6.
  - 5.1.2 You may cancel Your Membership at any time by giving a month's written notice to the Canolfan Brailsford Centre Manager at the Facility address or by email to [cancellation-brailsford@bangor.ac.uk](mailto:cancellation-brailsford@bangor.ac.uk). Repayment of Membership fees shall be subject to paragraph 5.2.
- 5.2 Other than in accordance with paragraphs 5.1.1, 5.3. 5.5, 5.6 and 5.7, Membership fees are non-refundable.
- 5.3 We will refund Membership fees:-
- 5.3.1 in the event that Members have a serious or terminal medical condition that stops them from using the Facility. Proof of the medical condition, such as a doctor's certificate will be required and any Membership Fees shall be refunded on a pro-rata basis of any remaining Membership period;
  - 5.3.2 in the case of Members who have a twelve (12) month contract, on a pro-rata basis of any remaining complete calendar months (less an administration fee of £50);
  - 5.3.3 on a pro-rata basis of any remaining complete calendar months in the event that a Student Member withdraws from the University and ceases to be registered as a University student.
- 5.4 We may elect to put Your Membership on hold, if you have a medical condition that prevents You from using the Facility for a period of three (3) months or more. Proof of the medical condition, such as a doctor's certificate will be required. We will add any periods Your Membership has been on hold to delay Your next renewal date. Please note that a Member may only elect to put their Membership on hold once in any twelve (12) month period and for a minimum of three (3) months and a maximum of twelve (12) months.
- 5.5 You may terminate your Membership if we significantly reduce the facilities or opening hours of the Facility, or if we close the Facility for a continuous period of 4 weeks or more at a time and We will refund any part of your Membership fee which you have paid in advance but which relates to a period after termination. If we

unexpectedly close the Facility, You may extend Your Membership for every day the Facility was closed (this does not apply to holidays, bank holidays or other customary days which the Facility is closed).

- 5.6 The right of cancellation in clause 5.1.1 shall expire 14 days after Your Membership commences. To exercise the right of cancellation You must inform the Canolfan Brailsford Centre Manager at the Facility address or at [cancellation-brailsford@bangor.ac.uk](mailto:cancellation-brailsford@bangor.ac.uk) of Your intention to cancel Your Membership in a clear statement (in writing). You may use the Facility's model cancellation form, which is available from reception staff at the Facility, but use of this form is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning Your exercise of the right to cancel before the cancellation period has expired. You are advised to obtain proof of postage if you use the Royal Mail. If you wish to mail Your notice of cancellation, You must use the email address [cancellation-brailsford@bangor.ac.uk](mailto:cancellation-brailsford@bangor.ac.uk).
- 5.7 If You cancel Your Membership in accordance with clauses 5.1.1 and 5.6, We shall reimburse to You all payments received from You in relation to such Membership. If You used the Facility during the 14 day cancellation period, You shall pay to Us an amount which is in proportion to Your use of the Facility, including but not limited to any classes, personal training or other services used until You have communicated to Us Your cancellation from Your Membership. Such rates shall be calculated on the Facility's standard non-member's rates, details of which are available from the reception desk at the Facility.

## **6. TERMINATION &/OR SUSPENSION BY THE UNIVERSITY**

- 6.1 We may cancel Your Membership with immediate effect in the event that:-
- 6.1.1 In the reasonable opinion of the University, You have committed a serious breach or repeatedly breached these Terms; or
  - 6.1.2 Membership fees or other fees or charges remain unpaid 21 days after the due date and such a payment is not made by You within seven days, after being notified by the University; or,
  - 6.1.3 if You have provided us with details which You knew to be false or misleading and such false declaration would have reasonably affected our decision to grant You Membership in clause 1.1
- 6.2 Under certain circumstances, breaches of these Terms may result in criminal or civil sanctions. Where the University is of the opinion that a criminal offence may have been committed, the University shall refer the matter to the police and the University shall have no liability to the Member where such precautions by the University are made.
- 6.3 In relation to Members who are staff or students of the University, misuse or abuse of these Terms will be treated as a serious matter and may result in action in accordance with the University's Disciplinary Procedures.
- 6.4 Upon termination of these Terms, a Member will not be permitted to enter or use the Facility.
- 6.5 Upon termination under clause 6, We reserve the right to retain a proportion of the money paid under these Terms to cover any reasonable costs, expenses or otherwise incurred.
- 6.6 Should a member miss more than 3 classes a month and not inform the centre of cancellation via phone or email two hours prior to the class, the centre will enforce a one week ban on all exercises classes. Should the member have 'gym and classes' membership they can still gain entry to the gym but are unable to book any exercise classes over the banned period'

## **7. LIABILITY**

- 7.1 You must complete the health screening questionnaire ("HSQ") before you start using your Membership and by completing the HSQ You warrant to Us that You have no known condition or are undergoing any treatment that would prevent You from being capable of physical exercise in all material respect.
- 7.2 You further agree that every time You use the Facility, You warrant and represent to Us that You have no medical conditions known to You that would mean that You are not capable of undertaking the activity You intend undertaking and that such exercise will not be detrimental to your health. If in doubt, it is Your sole responsibility to consult a medical practitioner.
- 7.3 All equipment has been designed and tested to be safe with correct use. Please ensure for Your own safety that You receive full instruction before commencing Your first workout and thereafter follow the recommended use and any subsequent advice.
- 7.4 You will be liable to pay for any negligent or deliberate damage to equipment or the Facility.
- 7.5 Subject to clause 7.7, We shall not be liable for:-
- 7.5.1 services offered to You by any third parties not directly employed by Us, including personal trainers. Personal trainers operating in the Facility operate on a self-employed basis. Any service they provide to You constitutes a contract between the personal trainer and You and not with Us. We accept no responsibility for breach of contract or negligence caused by a Personal Trainer;
  - 7.5.2 any loss of income or revenue; loss of profit; loss of business; loss of anticipated savings; pure economic loss or loss of data.
- 7.6 Our liability to compensate you (in the case of loss or damage other than death or personal injury or fraudulent misrepresentation) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us or by You or any third party.
- 7.7 Nothing in these Terms excludes or limits the University's liability for death or personal injury caused by the negligence of University or for fraudulent misrepresentation.

## **8. FORCE MAJUERE**

- 8.1 The University does not warrant that the Facility shall be continuously available and reserves the right to withdraw classes or rooms temporarily or permanently at any time with or without notice.
- 8.2 Furthermore, You acknowledge that to provide the highest standards of facilities, We may need to close certain or all of the Facility temporarily for decorating, cleaning, essential repairs or maintenance of equipment and special events, that this may disrupt the provision of services to You and agree that such disruption shall not amount to a breach of these Terms by Us. (Please see cancellation/extension of Your Membership in accordance with clause 5.5).
- 8.3 The Facility may be closed on bank holidays and University customary days. Please contact the reception desk within the Facility for an up to date schedule of opening times and dates.
- 8.4 The University shall not be liable to You as a result of any delay or failure to perform its obligations under these Terms as a result of a force majeure event ("a Force Majeure Event").
- 8.5 For the purposes of these Terms, a Force Majeure Event means an event beyond the reasonable control of the University including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service, acts of God including flooding

or snow, war, riot, civil commotion, malicious damage, pandemic or health scare, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, storm or default of suppliers or subcontractors.

- 8.6 If the Force Majeure Event prevents Us from providing any of the services or opening the Facility for a period of more than 90 days, We may, without limiting any other rights or remedies, have the right to terminate our agreement with You by immediately by giving written notice to You. You are also entitled to terminate/extend Your agreement with us in accordance with clause 5.5.

## **9. GENERAL**

- 9.1 Other than by Us and You it is not intended that any of these Terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any third party.
- 9.2 These Terms shall be construed in accordance with the laws of England & Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts.
- 9.3 These Terms specifically relate to Your Membership of the Facility. They do not intend to replace other policies unless expressly stated.
- 9.4 These Terms constitute the entire agreement between the You and Us relating to Your Membership.
- 9.5 If the whole or any parts of any provision of these Terms are void or unenforceable, the other provisions of these Terms and the rest of the void or unenforceable provision will continue in force and the validity and enforceability of that provision will not be affected.
- 9.6 Our failure to enforce any of our rights at any time, for any period and for whatever reason will not be construed as a waiver of such rights; neither will any failure to identify or act upon Your breach of the Terms be deemed to be an affirmation by Us that your behaviour is acceptable.
- 9.7 We may assign or transfer the benefit of these Terms and our obligations under it, to any other legal entity at any time without Terms and conditions notice to You.

## **10. COMPLAINTS**

- 10.1 If You require any clarification as to any provision of these Terms, You should in the first instance contact the Canolfan Brailsford Centre Manager at [brailsford@bangor.ac.uk](mailto:brailsford@bangor.ac.uk) or 01248 382571 or Canolfan Brailsford Sports Centre, Bangor University, Ffriddoedd Road, Bangor, Gwynedd, LL57 2EH.
- 10.2 If You wish to complain about any provision of these Terms and/or its implementation, You may do so in accordance with the University's complaints procedures which can be found at <http://www.bangor.ac.uk/corporate/complaints.php.en>

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