

**These Terms and Conditions form the basis on which SportBU provides gym membership and related SportBU services to you.**

**By applying for a SportBU gym membership you are agreeing to be bound by these Terms and Conditions.**

**In these Terms and Conditions, the following definitions shall apply:**

- Your membership card must be used to gain access through the turnstile at reception and on the gym floor. SportBU may ask you to produce your membership card at any time while you are in the gym. You may be denied entry if you do not have your card
- Your membership is personal to you and cannot be transferred. You must not loan or lend your membership card or permit its use by anyone else. If you do, BU may terminate your membership.
- A £5 renewal fee is charged for lost or stolen membership cards. If a valid crime number is provided, the fee will not apply. The normal BU procedures apply for student cards.

- SportBU opening times will be displayed on
- SportBU reserves the right to make changes to programmes and prices without prior notice.
- SportBU will be closed on bank holidays and over the Christmas period.
- Hours out of term time may be reduced - details will be displayed on the SportBU website and at \_\_\_\_\_ at least one month prior to any changes.
- BU may, at any time, need to withdraw all or part of the sports facilities for any period or periods of time, and with or without notice, in connection with any unexpected major events, cleaning, repairs, alterations or maintenance work, or for any other Control (see below for definition). BU will take steps to minimise the impact of the reduction in facilities available during BU
- closed for 1 day in September for annual staff training.
- SportBU shall take reasonable steps to bring to your attention which facilities are not available for use and when.
- You shall take reasonable care of the facilities and equipment at your disposal and you shall be liable

#### **YOU MUST READ THIS CAREFULLY AND UNDERSTAND THIS**

- **You acknowledge that there is an inherent risk of injury (including permanent injury and even death) when undertaking exercise and that you understand the dangers and risk in undertaking physical exercise. This includes but is not limited to serious neck and spinal injuries, injury to bones, joints, ligaments, muscles, and tendons. By submitting your membership, you voluntarily assume such risk.**
- **You understand and accept that SportBU shall only be liable for personal injury or death where this arises**
- **SportBU shall not be liable, whether in tort, contract, law or otherwise, for any indirect or consequential losses including: loss of income or revenue, loss of profit, loss of business, loss of anticipated savings or loss of data.**
- **£50,000,000 for any one event; and**
- **losses, damages and injury which are reasonably foreseeable.**
- **Nothing in these Terms and Conditions**

- Due to limited places, please pre book ALL group fitness classes at SportBU reception, over the telephone or on-line.
  - Classes can be booked up to 7 days in advance.
  - Please arrive on time for your class. If you are more than 5 minutes late for your class, admission will be refused. Please ensure you check in and pick up your attendance ticket for your class.
  - Please inform SportBU as soon as possible if you are unable to attend a class. Customers who fail to cancel will have this noted on their memberships.  
missed class at the pay-as-you-go rate for that class.
  - For pay-as-you-  
to cancel their attendance at a class.
  - Please note that the Group Fitness timetable will reduce during non-term time. The timetables will be advertised
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- Chiropractic and massage appointments will need to be cancelled at least 48 hours before the booking is due to start otherwise no refund will be given.
- (including badminton/tennis court and football pitch hire)**
- Bookings of SportBU facilities will need to be cancelled at least 48 hours before the booking period is due to start otherwise no refund will be given.
  - Notices under these Terms and Conditions (other than notifications to cancel a class or an induction which can be by telephone, email or in person) must be in writing and addressed to SportBU either by email ([sportbu@bournemouth.ac.uk](mailto:sportbu@bournemouth.ac.uk)) or letter (marked for the attention of the Operations Manager, SportBU, Talbot Campus, Fern Barrow, BH12 5BB) and delivered by hand or recorded delivery.
  - SportBU shall not be in breach or liable for the non-performance or delay in performing its obligations under these Terms and Conditions resulting directly or indirectly from

- Activities will be cancelled if there are insufficient numbers, full refunds will be given in this case
- Please arrive on time for all sessions. If you are more than 10 minutes late for your class, admission will be refused
- BU shall not be liable for any loss, damage, or injury to any person provided that it is not due to the negligence of the University, its servants or agents.
- By signing this form, you agree to accept the terms and conditions of the program. If you are unable to attend a session, you will be responsible for any loss to the program.