

University of Surrey Student Application Form

Terms & Conditions

Surrey Sports Park Limited ("SSP") provides facilities for students and staff of the University of Surrey to exercise and train in a safe and friendly environment. SSP also accepts membership applications from former University of Surrey students, family of University staff and the general public.

By signing the application form overleaf, you accept and agree to these terms and conditions, which constitute a binding membership contract ("Contract") between you and SSP. Therefore, please ensure that you read and fully understand these terms and conditions before you sign.

1.0 Membership

Joining

- Members must be aged 18 years plus or 16 years plus with signed parental consent.
- You will be subject to all rights and obligations according to the type of membership for which your application has been accepted.

2.0 Membership options

- Your membership type is set out on the application form overleaf
- FULL STUDENT membership is available to any current University of Surrey student on presentation of a valid student ID card. Full Student membership entitles you to use of the fitness club, together with group fitness classes during the relevant SSP opening hours which are published on SSP's website; surreysportspark.co.uk It also entitles the member to use the SSP swimming pool, sports halls, squash courts, tennis courts and climbing wall, subject to availability and any booking conditions set out in Section 5. Members are also able to attend University of Surrey student club bookings.
- STUDENT CLUB membership is available to any current University of Surrey student on presentation of a valid student ID card. Student Club membership entitles you to attend University of Surrey student club times that are booked by the Students' Union. Any use outside of the times booked by the Students' Union will incur a cost in the form of a guest fee.

3.0 Fees and charges

- Membership fees become payable immediately upon signature of this Contract in accordance with the amounts and payment methods set out in the application form overleaf
- Student membership are payable in full upon signature of this Contract
- Members may upgrade their membership on payment of the appropriate difference between the two price levels applicable to the relevant membership category.
- SSP reserves the right to reject any application for membership or renewal of membership.
- Members must notify the University of Surrey Registry of any changes in their contact details
- On acceptance of an application, a member will use their student ID card as their membership card. This is personal to the member and memberships are non-transferable. They may not be used by anybody except the membership holder. Any misuse of membership may result in the termination of your membership by SSP.

4.0 Membership Term

- A minimum membership period of 12 months applies to this Contract, or in the case of short term memberships (when available) the period stated overleaf. You may not cancel your membership during the minimum membership period other than in accordance with Sections 4.5 and 4.6.
- Student memberships will terminate at the end of the relevant minimum term, i.e. 12 months. Any pre-paid annual memberships are non-refundable, however can be transferred to a fellow University of Surrey student. Upon renewal, a minimum term of 12 months will also apply in accordance with Section 4.1 above.
- SSP will only freeze memberships in the case of University placements, pregnancy, medical reasons, SSP shall request reasonable evidence of your placements, illness or injury. SSP will accept written confirmation from your course tutor in the case of placements and a medical certificate in the case of illness or injury. The minimum freeze period is one month to twelve months maximum. In all cases, access to SSP facilities will be suspended and your minimum membership period will be extended by the number of months you have requested to freeze.

Termination by you

- If you are dissatisfied with the services offered by SSP for any reason within the first 14 days of becoming a member, you are entitled to terminate your membership and you will receive a refund of any membership fees which you have paid
- During your annual membership you may cancel this Contract on 1 months' notice in writing if:
 - We significantly reduce the facilities or opening hours of the SSP;
 - We close the club for refurbishment for a period of more than 4 weeks at a time; SSP shall use its reasonable endeavours to give you at least 14 days notice of changes affecting its hours or availability of facilities set out in Sections a) and b) above (either in writing or by prominently displaying a sign at reception).
- You withdraw from your University course before graduation, proof must be provided from the University.

Termination by us

- We may terminate this Contract in the following circumstances:
 - If you commit a serious or repeated breach of this Contract and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice; or
 - If you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected your decision to grant you membership.

5.0 Booking Conditions

- Full membership holders may make an advance booking of up to 14 days for any bookable facilities or pay-as-you-go classes. Please note that there will be a charge as published at SSP's Reception for "peak time" bookings. There is no charge for bookings by Full Members during "off-peak" hours which are between 8am and 4pm Monday to Friday and at weekends.
- A member may only make a booking for a single session of duration of 55 minutes for badminton, 40 minutes for squash and 55 minutes for tennis, in each case for a single court. Members may not make simultaneous or consecutive bookings for a court or more than one court. To support the option of members arranging their own competition or social session, group bookings are available for groups of 5 members or more, by agreement of the management. Any consecutive or simultaneous courts that are booked will have the later or one of the courts cancelled with no prior notice being given.
- Members who fail to turn up for more than 2 sessions on which they have booked a place may be banned from booking in advance for a period of one month and charged full price for booking.

6.0 Facilities/Services

- Members must produce their current University of Surrey student ID card. Any misuse or membership may result in immediate termination of membership.
- University of Surrey students will use their University of Surrey ID card as their SSP membership card.
- Cards may only be used by the cardholder. Any misuse of the card will be deemed the responsibility of the cardholder. SSP reserve the right to refuse entry to SSP's facilities.
- In the case of lost cards, replacement University of Surrey ID cards should be organised through faculty offices.
- We reserve the right to close areas of SSP's facilities from time to time at our discretion e.g. for repairs and maintenance, refurbishment, deep cleaning, public holidays and events.
- Details of SSP's opening hours are displayed on our website and at SSP's Reception and may be subject to change upon provision of one month's notice where reasonably possible.
- If SSP makes a significant change to its opening hours or facilities available, you can cancel your Contract in accordance with Section 4.5. In addition, SSP will refund you for any part of your membership fee for the period since the change was in force.

7.0 Liability

- SSP's liability to compensate you (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to negligent act or omission by SSP. Any member who suffers an accident using SSP's facilities must report the accident, without delay, to the senior staff member on duty.
- You will not abuse the facilities or equipment and will pay for any damage to SSP property where you wilfully or negligently cause such damage.
- You shall behave appropriately at all times and in such manner so as not to cause nuisance or annoyance or to cause risk or harm to other members of SSP or SSP's staff.
- SSP does not accept liability for loss or damage to personal possessions.

8.0 Lockers

- For security reasons members are requested to store belongings and valuables in the lockers provided. Lockers in SSP are a mixture of coin operated and padlocks which the member can purchase from SSP's Reception. Lockers are provided on a daily basis only. SSP may remove the contents from any locker used overnight. You can claim the contents removed by SSP from SSP's Reception for up to four weeks after removal. After this time, SSP shall not be responsible for any contents removed from a locker.
- Lockers are not allocated to individuals and will be subject to availability on visiting SSP.

9.0 Data Protection

- Surrey Sports Park Limited (Company Registration no 07026293), University of Surrey, Guildford, Surrey, GU2 7AD is the data controller for the purpose of the Data Protection Act 1998.
- SSP collects personal information from you as part of its membership application process. SSP will use this information for billing, statistical or membership demographic analysis and to send you marketing information via post, email and other electronic means in accordance with Section 9.3 below. We may share your information with, and obtain information about you from credit reference agencies or fraud prevention agencies. SSP will disclose your personal information to the University of Surrey for billing purposes. We may also disclose your personal information to third parties to help prevent fraud or if required to do so by law. To request access to information or for more information, explaining how SSP uses your personal information, please contact us at the above address.
- SSP would like to send you information relating to its facilities or other promotional activities by post and other electronic means. Please let us know whether or not you consent to SSP contacting you for these purposes by ticking the appropriate boxes on the application for overleaf.

10.0 Severance

- If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.
- If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

11.0 Governing Law

- This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- The parties agree the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Contract or its subject matter or formation (including non-contractual disputes or claims).