

Southampton Solent Sport Membership (Payment Up Front or in Two Instalments) - Terms and Conditions

Definitions

“SSU” and “The University” means the Southampton Solent University

“Member” means the person named on the Membership Form;

“Facilities” means the sports centre at St. Marys, The Fitness Centre on the main campus, the sports centre at Test Park and The Watersports Centre at Warsash.

“SSU Sports Clubs” Means those clubs affiliated by the University Sports Department

The headings in these terms are for convenience only and shall not affect their interpretation.

The Membership

1. The SSU Sport membership is available to current part-time and full-time undergraduate and postgraduate students of Southampton Solent University and community members
2. All memberships are valid from the date the member chooses and will be valid until the date stated on the Southampton Solent University sport web site.
3. Membership is strictly non-transferable and cannot be suspended, frozen or resold to a third party.
4. Sports club codes of practice are available from the SSU Sport Staff. Members will receive club codes of practice upon joining of a sports club via my course page
5. SSU sports club members who are deemed by the club or SSU to be acting in an inappropriate or irresponsible manner, or ignoring the code of practice or the University terms and conditions, may be subject to disciplinary measures by the club, SSU or relevant National Governing Body.
6. Members participating in SSU Sports Club activities must act in accordance with the following statement and with the appropriate sports club codes of practice relevant to the activities of each club: “It is the responsibility of the individual to inform the sports club committee/captain/coach/trip organiser, of any relevant medical conditions or previous injuries they should be aware of which may affect their safe participation in sport. Sports club membership may require participation in activities which involve an above average element of risk, in an environment where professional medical and rescue services may not always be available. It is the responsibility of each member to ensure they fully understand the exact nature of each activity undertaken, the risks involved, skill levels required and the equipment needed for safe participation. Members should never participate in an activity where they are unsure of any of the above aspects. It is the responsibility of each member to notify next of kin of the desire to participate in the sport prior to engagement”

Limitation of Liability

In consideration of SSU offering use of the sports and fitness facilities, members agree that neither SSU nor its employees shall be liable for any loss, damage or theft of any property belonging to, or brought onto the premises by a member, occurring within the facilities unless caused by negligence of SSU management, employees or agents

Conduct

7. Members must use all facilities and equipment in accordance with advice given by employees of the SSU Sport Department and notices suitably posted throughout the buildings. Members shall not abuse the equipment or facilities of the University.

8. Any Damage to SSU property shall be paid for in full by any member who wilfully or negligently causes such damage.
9. Disorderly, rude or offensive behaviour will result in refusal of entry into SSU sports and fitness facilities.
10. No member shall bring intoxicating liquor into the facilities, or attempt to use the facilities whilst under the influence of alcohol, narcotics or other mood altering substances. Smoking is not permitted within the sports and fitness facilities.
11. Members use the facilities at their own risk; SSU does not accept responsibility for any harm or injury to any customer unless caused by employees or agents of the University.

Dress

12. Appropriate clean clothing and shoes must be worn at all times with the sports and fitness facilities. Minimum dress whilst engaging in activities are shorts, singlet/t shirt and training shoes. Denim, flip flops/ bare feet are not permitted.

Physical condition.

13. The member warrants that he/she is in suitable physical health to undertake their chosen activity and knows of no medical or other reason why he/she is incapable of engaging in active or passive exercise and that such exercise would not be detrimental to health, safety, comfort or physical condition.
14. The member shall not use any SSU facilities whilst suffering from any infectious or contagious illness, disease or whilst suffering from any other ailment such as open cuts, or where there is a risk that use of the facilities may be detrimental to the health, safety or comfort of other users.

Refunds and cancellation

15. The Member shall have the right to terminate the Contract during the period of fourteen working days following the date on which the contract was formed. To terminate the Contract in accordance with this clause, the Member must give to the University notice in writing of such termination.
16. If the member does not terminate the Contract during the period of fourteen working days following the date on which the contract was formed, the member will be liable for the full fees except:
 - a) Where the member joins in the first term, and cancels his membership in the first term. In this instance, the customer will be liable for 50% of the fees.
 - b) Where a member joins in the second term. In this instance, the customer will be liable for 50% of the fees.
17. Where a members agree to pay in future instalment(s), the member must adhere to the agreed payment dates, otherwise, their membership may be terminated.

Other

18. The SSU Sport Department reserves the right to close the facilities and fitness suites or withdraw any activity, facility or programme without notice should it be necessary due to unforeseen circumstances or poor attendance, or to adjust the hours of opening for the purposes of maintenance, decoration, repair or other legitimate business of the University
19. Where possible, a minimum of 24 hours notice will be given.

20. The failure of the University to enforce any of their respective rights at any time and for any period shall not be construed as a waiver of such rights.
21. Members may not sub-let or hire out facilities for the purposes of coaching or tournaments of any kind.
22. The University shall not be liable to the Member or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the University's obligations in relation to the Service, if the delay or failure was due to any cause beyond the University's reasonable control.
23. The University may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Service without any liability to the Member.
24. Under no circumstances must the membership be used by anyone other than the member. The card may be confiscated and will result in withdrawal of booking and admission privileges for a period of two weeks. A second offence may incur cancellation of sports membership

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