

Terms and Conditions of Membership

1. Membership Cards

- 1.1. All members must present their membership/student/staff card to gain access to De Montfort University Queen Elizabeth II Diamond Jubilee Leisure Centre (QEIIDJLC). Failure to present your membership/student/staff card or ID upon arrival will result in non-access to QEIIDJLC.
- 1.2 Membership is non-transferable. Should another individual use your card to attempt to gain access to the facility QEIIDJLC reserves the right to terminate your membership without refund.
- 1.3 Should you lose your membership card a replacement card can be issued by QEIIDJLC at a charge of £5.00
- 1.4 All members consent to having their photograph taken for identification via QEIIDJLC's membership database. Photo ID enables us to provide improved membership verification and avoid fraudulent use of membership cards.

2. Membership Agreement

- 2.1 These Terms and Conditions, as well as the Conditions of Hire for Sports Facilities, Centre Rules, and the University General Regulations and Procedures affecting Students (University students only) form your membership agreement with QEIIDJLC.
- 2.2 Membership does not guarantee access to classes/facilities. Members may book ahead to reserve their place subject to availability.
- 2.3 Members must be present at any activity or facility they have booked. Failure to attend a pre booked class will incur a fine equivalent to the standard class/activity fee for non attendance.
- 2.4 Members must provide proof of status when applying for concessionary membership with appropriate validation documents as detailed on the website and customer information leaflet.
- 2.5 All membership payment options must be set up at the point of registration. Members must inform QEIIDJLC of any relevant changes to their bank information which may affect the ability to collect payment.
- 2.6 Member's will be entitled to change their membership package. All membership package change requests will attract an administration fee of £10.00. Member's paying through an instalment plan must give 5 day's notice prior to the next payment date for upgrade/downgrade change of membership package. Freeze option is only available for 6 + months memberships; Minimum freeze period of 1 month; Maximum freeze period 6 months. Medical freeze option requires supporting documentation.
- 2.7 QEIIDJLC reserves the right to increase/alter membership fees and non-membership prices with effect from 1 August every year.
- 2.8 It is the responsibility of the member to advise the QEIIDJLC about any change in address, contact phone number and contact e-mail address. Failing such notice, all communications shall be assumed to have been received by the member.
- 2.9 Members must show due consideration for staff and other users when in QEIIDJLC. The following will not be tolerated: - violent, indecent, disorderly, threatening, abusive or offensive behaviour or language (verbal or written), racial or sexual harassment or harassment on the grounds of disability.
- 2.10 QEIIDJLC may suspend or withdraw without refund memberships from those found to be in breach of these Terms and Conditions or the University General Regulations and Procedures affecting Students (University students only)
- 2.11 QEIIDJLC will only accept members aged 16 years of age and over.
- 2.12 Your membership details will be stored on our membership database and will be used solely by QEIIDJLC to administer your membership. QEIIDJLC may contact you from time to time with relevant information or offers.

3. Use of Health and Fitness Facilities

- 3.1 All Health Commitment Statement (HCS) information is held in confidence. All members of the gym are required to complete a HCS prior to using the facility, which will form the basis of any programme and advice given by the fitness team at QEIIDJLC
- 3.2 Members must inform QEIIDJLC of any relevant health change at any stage of their membership following the signing of their HCS.
- 3.3 All members must undertake an induction before using the gym.
- 3.4 QEIIDJLC reserves the right, at any stage of membership, to request the member to seek independent medical verification in relation to any medical condition, before allowing access to specific areas/facilities and before prescribing any exercise programme.
- 3.5 Appropriate sports clothing must be worn for any sports activity undertaken at QEIIDJLC.
- 3.6 Members are advised to use a towel to cover the equipment in the fitness suites and for sauna use. All pool users are requested to pre shower before entering the pool.
- 3.7 Hire of Equipment: Members must pay the appropriate fee and leave their membership card as a deposit.
- 3.8 Members must read the Health and Safety notices posted on the walls of QEIIDJLC and comply with recommended safe practice.
- 3.9 Members must comply with any local rules and regulations posted on the customer information board in QEIIDJLC.
- 3.10 All accidents, incidents and unsafe conditions must be reported to a member of QEIIDJLC staff at the time of occurrence.
- 3.11 QEIIDJLC reserves the right to refuse entry to any member, who in the reasonable opinion of QEIIDJLC is deemed to be a risk to the health and safety of other QEIIDJLC users.
- 3.12 QEIIDJLC retains the right to ask any member, who in the reasonable opinion of QEIIDJLC is deemed to be a risk to the health and safety of other QEIIDJLC users, to leave the premises with immediate effect.
- 3.13 Smoking, drug and alcohol consumption are strictly prohibited in QEIIDJLC.
- 3.14 All users are recommended to ensure they are well hydrated and have eaten at least 30 minutes prior to exercising. Additional nutritional information is available from the centre fitness instructors.

4. Bookings and Playing

- 4.1 All members must produce a valid membership card or quote a valid membership number when making a booking.
- 4.2 All bookings made are subject to these Terms and Conditions.
- 4.3 Bookings must be made for any court activity and any classes and can be completed on-line, at reception or via the telephone. Payment will be taken at the point of booking if membership does not include the activity being booked.
- 4.4 Members may book a class and court activity 6 days in advance. This is limited to the facilities/activities which they are entitled to use within their membership or as pay-as-you-go customers and subject to availability.
- 4.5 To guarantee entry to an activity, members must book in advance, regardless of membership category.
- 4.6 Activities will be charged at the appropriate rate according to the activity and status of members.
- 4.7 Members must personally attend all bookings they make and cannot book activities on behalf of others.
- 4.8 Class timetables and instructors are subject to change from time to time without notice.
- 4.9 Entrance to classes will be barred to anyone arriving more than 5 minutes late.
- 4.10 An instructor may, at any time, ask you to leave a class if you are jeopardising the safety or enjoyment of others.
- 4.11 QEIIDJLC reserves the right to restrict the number of attendees at a class in the event of it being overcrowded.
- 4.12 QEIIDJLC reserves the right to charge all members the appropriate pay-as-you-go rate for their booking should notification of cancellation be received less than 2 hours in advance of the booking slot.

5. Membership Cancellations

- 5.1 From the date of joining a 14 day membership cancellation period is in operation and no refunds will be given after this period has elapsed.
- 5.2 Cancellation notice will only be accepted upon receipt of; a written letter, email and completion of QEIIDJLC cancellation form.
- 5.3 If you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership, then we reserve the right to terminate your membership and retain a proportion of the money paid under this agreement to cover any reasonable costs incurred.
- 5.4 If you wish to cancel your membership:
 - (a) **University Students:** We are unable to offer cancellations for student memberships.
 - (b) **University staff:** Upon receipt by QEIIDJLC, of completed cancellation form received prior to the 10th day of the month, the membership and staff salary deductions will finish at the end of the same Month. After the 10th day of the month, the membership and staff salary deductions will finish at the end of the month following the month in which notice is given.
 - (c) **Non University staff and students:** Upon receipt by QEIIDJLC, of completed cancellation form received prior to the 15th day of the month, the payment plan will be cancelled and membership will finish at the end of the same Month. After the 15th day of the month, there will be one final payment and membership will finish at the end of that paid month.
- 5.5 Members must note that cancellations will only be valid once the member has completed and returned their cancellation form and then received confirmation via return e-mail of membership termination.
- 5.6 **Refunds:** We are unable to provide refunds in part or in full for any cancelled memberships paid in full.
- 5.7 We reserve the right not to allow members to rejoin the QEIIDJLC within three months of their membership terminating.
- 6. Disclaimer:**
 - 6.1 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 club rules and as result incur costs, damages and expenses then you may be held liable for any of those costs, expenses or damages for which QEIIDJLC is not insured. We are not insured for, and therefore cannot accept liability for, any loss to personal property belonging to you or otherwise at QEIIDJLC, including items left in lockers.
 - 6.2 The University has no liability for member's belongings lost or damaged whilst members are using QEIIDJLC.

7. Other

- 7.1 We reserve the right to:
 - (a) Vary, revoke or add to these Terms and Conditions or Centre Rules at any time
 - (b) Alter the operating hours of the QEIIDJLC. We will always endeavour to give as much notice as possible of any permanent changes.
 - (c) 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.
- 7.2 Lost property must be handed in at reception and all lost property will be disposed of after 28 days, perishable goods after 24 hours.
- 7.3 Bags are not permitted in any activity area. Belongings should be stored in a locker for which the returnable fee must be paid.
- 7.4 Members must use the main entrance when entering or leaving QEIIDJLC.
- 7.5 Fire exits, which are clearly marked, must not be used for normal access and egress unless under the instruction of QEIIDJLC staff.
- 7.6 It is absolutely forbidden to tamper with Health and Safety notices and equipment such as fire fighting apparatus and fire detection systems.
- 7.7 To file a customer comment, please speak to the Duty Officer on shift or email leisure@dmu.ac.uk with your details. The complaints policy is available at reception.
- 7.8 The centre is open seven days a week, all year round except for bank holidays and university closure periods as stated on the DMU website. Opening times - Monday to Friday – 6.30am-10*pm, Saturday - 8am-6*pm, Sunday – 9am-6*pm. *Customers must vacate the building no later than building closure.
- 7.9 Peak times are Monday to Friday 4-10pm
- 7.10 Off-peak times, Monday to Friday 6.30am-4pm and all weekend.
- 7.11 All facility timetables and programmed activities will include a 5 minute set up time within the allocated time at the start of each new session. Users are requested to vacate areas at the end of their designated time to facilitate all area preparation for the subsequent session/booking within the 5 minute set up time.