

Terms and Conditions of Use

Admission to use of Sportspark is subject to the following terms and conditions:

General Use

1. There is an admission charge for all Sportspark access which is to be received either through the Sportscard system, activity fee or by paying £0.80 at point of entry.
2. All participation is agreed on the understanding that users will read and comply with Health and Safety notices, Sportspark policies and facility rules as advertised on the website or displayed within the venue.
3. Sportspark reserves the right to amend or introduce any rules or price changes necessary to ensure the smooth running and financial viability of the facilities. Sportspark will endeavour to provide at least 14 days' notice of such changes, unless this delay may negatively impact on the health and safety of staff or customers.
4. Sportspark may amend the facility rules of use from time to time in order to ensure the health, safety and continued enjoyment of members. Each facility rules are displayed within that department and on the departmental notice boards located throughout the Sportspark.
5. It is the participant's responsibility to ensure that they are capable of any activity being undertaken. Participants should consult a medical practitioner before beginning any activity, particularly if there are any concerns about their physical condition and capability. If participants have a medical condition that may affect their safety or wellbeing, we strongly advise that they are accompanied during any visits.
6. Users do so at their own risk and Sportspark will not accept responsibility for damage, accident or loss to vehicles or property.
7. Sportspark reserves the right to claim reimbursement for deliberate acts of vandalism or damage to any facilities or equipment.
8. Sportspark does not tolerate abuse of our systems or aggressive/abusive behaviour towards any staff and operates a zero-tolerance policy with regards to any breaches of this request.
9. Sportspark may refuse admission, suspend or cancel user cards where persons display inappropriate behaviour or fraudulent use of cards.
10. Sportspark is a no-smoking facility, including all outside areas, and includes the use of e-cigarettes and vapes.

11. All children under the age of 12 years must be accompanied by, and under the supervision of, an adult (16+) unless at an organised club, school or Sportspark session.
12. All use is subject to the availability of facilities. Sportspark reserves the right to adjust the availability of certain facilities, or close the venue on a temporary basis, for the general purpose of essential maintenance, facility refurbishment, events, training and holidays without refund or compensation to members.
13. Sportspark's opening hours are displayed at reception and on the website.
14. Sportspark reserves the right to amend the opening times as necessary.
15. Sports cards remain the property of Sportspark. Lost or damaged cards may be subject to a replacement charge of £3.
16. Your membership card must be present at reception to receive any member discount and benefits. Non-member price will be charged if not.
17. In order to maintain participant safety and facility standards suitable clothing and footwear must be worn for all activities. Participation may be refused if not adhered to.
18. Changing areas are made available for those utilising sportspark facilities only. The Sportspark provides single sex, gender neutral and accessible changing facilities for its users which are located across the venue.
19. When changing within a single-sex space, children aged 8 years and older are required to use the single-sex facility that corresponds to their biological sex.
20. Sportspark reserves the right to charge any non-member, who wishes to use the showers without having undertaken/paid for an activity, a relevant fee for the use of utilities (currently £3).
21. Sportspark lockers are solely for use while participating at Sportspark. No overnight use of lockers is permitted and lockers will be emptied (with locks cut off) as necessary. Any items found within such lockers will be stored in line with our standard lost property policy. No reimbursement will be made for damage caused to padlocks in such circumstances.
22. We may make reasonable changes to the terms and conditions within this document at any time if we give you notice of the proposed changes.

Parking

23. The Sportspark car park is for bona fide Sportspark customers ONLY and solely for use during the duration of sportspark activities. Sportspark car park tickets must be validated at reception, or via one of our pay on foot machines, immediately prior to leaving the venue. Up to 4 hours free parking is provided free of charge. Usage in excess of this 4 hour period, except for legitimate reasons, will incur an additional charge of £5 for every hour or part hour thereafter. UEA Students and UEA staff are not allowed to park in the Sportspark car park at any time. The only exception to this policy relates to

any University staff or students that are blue badge holders. Such individuals can access the Sportspark disabled car park bays for the period of their activity but NOT for any time associated with attending the university for work or study. To register for such access, staff and students are required to bring a copy of their current blue badge certificate on their first visit in order that their status may be updated on our access control system.

24. For drop-offs, we provide a grace period of 20 minutes where no validation is required and exit can be made without charge. Please ensure that the car park is used for the purpose of all drop-offs. The layby at the front of the building is to be used for the purpose of deliveries and emergency/ maintenance vehicle access only.
25. All individuals using the Sportspark car park without having utilised the facility will not be granted ticket validation and must therefore pay the necessary penalty charge currently set at £5 per hour or part hour thereafter.
26. Parking Charge Notices (PCN's) may be issued to offenders who do not comply with our terms and conditions. Please note that due to width of the driveways, and the requirements for emergency access within our car park, absolutely no parking is allowed on the marked yellow lines (including those holding blue badges) and all vehicles must be parked wholly within a designated bay.
27. It should be clearly understood that the adjacent UEA car park is NOT part of the Sportspark facilities and the operational requirements of that location must be adhered to at all times. No exceptions to this fee structure will be made by either the Sportspark or the University.
28. All Sportspark visitors using the main UEA car park must validate their vehicle by inputting registration plate numbers into a validation tablet located at Sportspark Reception.
Free parking is only provided for entries into the car park after 16:30 Monday to Friday or any time at weekends.
Any period of parking outside of these times must be paid for via the payment kiosks, within the car park itself, prior to leaving.
Non-compliance with any of these points will result in a Parking Charge Notice being received.
29. Sportspark bicycle racks are for use while using the centre only.

Lost Property

30. Sportspark does not accept liability for any loss, damage to or theft of money, valuables or other personal property of members and guests. Property stored in Sportspark lockers is stored at the owner's risk.
31. Sportspark will retain lost non-valuable items for up to two weeks and valuable items for one calendar month. After this time items will be removed from site and donated to charity where possible.
32. Due to hygiene reasons goggles, wet items, water bottles or undergarments will be disposed of if not claimed within 24 hours.

33. All lost property enquiries should be made in person whenever possible. For enquiries made by telephone or email there may be a delay in dealing with your request.

Bookings

34. Members may book a facility for their own use up to 14 days in advance. Non-members and green card holders may only book up to a maximum of seven days ahead.
35. No user may book more than two courts/pitches for the same day. These cannot be at the same time.
36. Phone bookings can only be taken between 09:00 and 21:00.
37. All reservations must be paid for in full at the time of booking unless otherwise agreed by Sportspark management.
38. Group exercise classes must be booked in order to gain admittance. No bookings will be taken within 5 minutes of the advertised start time.
39. For gold and silver members, group exercise class cancellations can be made online, by phone or in- person up to 3 hours before class starts with no fee. Within 3 hours there will be a moving fee of £2 or a class cancellation fee of the relevant bronze member class charge.
40. Non-members cannot change or cancel a class, full payment will be retained.
41. Gold/Silver card holders that do not attend for their booked Group exercise class will incur a charge of the relevant bronze member class fee. Please note that admittance will be refused after the advertised start time.
42. Cancellations and transfers on classes/ bookings may only be made by members. No cancellations or transfers will be accepted on the day of the booking (Other than for Group Exercise as described in above).
43. Court/pitch bookings made by Sportscard holders may be cancelled or moved to another court/pitch within the next 14 days, if the request is made by phone, or in person, before the Sportspark closes on the day before the booking. An administration charge of £2 will be payable.
44. A 5-minute set up and take down time is included in all bookings

Fitness Centre

45. Fitness Centre admittance is strictly refused for those not having completed an Induction or submitting a waiver form.
46. A waiver form can only be utilised once only, after communication with a member of the Fitness team or Membership team.
47. The Fitness Centre reserves the right to withhold admittance at any time for those presenting with contraindications to exercise and may seek authorisation from a medical practitioner prior to allowing use.
48. Waiting lists for pay and play users may be implemented in order to maintain access for inclusive membership categories, if participant numbers are

approaching the maximum facility capacity. A waiting list will be implemented for all users when the maximum participant capacity is reached.

- 49. No person under 16 years will be allowed admittance to the Fitness Centre unless through prior arrangement with the HOD for Fitness, Head or Sports Operations or via the 'Fit Kidz' scheme and at timetabled hours.
- 50. 'Pay and Play' workouts are sold as one hour sessions and will be enforced as necessary at times of increased usage.

Swimming Pool

- 51. Swimmers must make themselves familiar with the Pool rules and etiquette guidance displayed within the pool foyer and available on request.
- 52. Swimmers should only attend pool sessions that their ability is suited to. Weak/non-swimmers must only attend sessions with a water depth of less than 1.5m.
- 53. Only competent swimmers should attend 50m or deep pool sessions. Lifeguards will enforce this policy and may ask swimmers to leave the pool if they feel they are endangering themselves or others.
- 54. Swimming band sessions may be implemented during busy periods. These will generally be sold in 40-minute durations.
- 55. Children under the age of 12 must be supervised at all times within the swimming pool in line with the wider Sportspark child supervision ratios. A maximum of two under 12's can be supervised by one over 16. This will not be adjusted under any circumstances.

GoLearn Course Programme Terms and Conditions

- 56. All participation via Sportspark's 'GoLearn' system (including Gymnastics courses and Sportspark Swim School) is agreed to be undertaken in line with the additional Terms and conditions provided on registration and available within our website at <https://www.sportspark.co.uk/wp-content/uploads/2023/08/GoLearn-TC-2023-v2.pdf>

Block and Event bookings

- 57. Can only be made through the Events office on Tel 01603 593403 Monday to Friday office hours or by emailing events.sportspark@uea.ac.uk.
- 58. Conference bookings can only be made through the Conference office on Tel 01603 592814 Monday to Friday office hours or by emailing conferences.sportspark@uea.ac.uk.
- 59. All Block, Events and Conference bookings will be subject to the Sportspark Terms and Conditions of Use as provided by Sportspark at the time of booking.
- 60. Dependent on the nature of the event hirers may be required to provide additional information to ensure the safe management and operation,

including but not limited to Risk Assessment, specialist insurance, Public Liability cover, first aid and/or security support.

61. Payment will normally be required in advance unless otherwise agreed.
62. Sportspark reserves the right to implement an administration fee of £25 for the collection of any unpaid monies (i.e. debt) for bookings and event hire.
63. Participant facility entry fees will be required for all attendees unless agreed in advance and confirmed via booking detailed in booking form with an associated payment. All bookings and use of the Sportspark will be subject to the standard Terms and Conditions of Use contained within this document and displayed at Reception.
64. The facility cannot be hired at community or concessionary rates for commercial use by individuals, organisations or businesses. Facilities can be hired by commercial entities, at commercial rates, through Sportsparks events office. The Sportspark reserves the right to stop any use by suspected commercial entities that have not sought prior permission and remove said individuals/groups from the facility. Sportspark acts only as the venue hired for such activities and will not be held liable for claims made against the hirer by their participants.

Safeguarding

65. Sportspark will maintain operations in line with the safeguarding Policy found within our website at <http://www.sportspark.co.uk/wp-content/uploads/2019/04/Sportspark-Safeguarding-Policy.pdf>

Comments and Complaints

66. Sportspark will endeavour to deal with all comments and complaints in a timely manner with an initial response provided (if requested) within 5 days of receipt.
67. Escalation of any complaint will follow a three-stage process:
 - Comments provided to the relevant manager responsible for the area in question for response.
 - Customers may raise any issue further, if they are unsatisfied with the initial response, to the Head of Sport Operations or Head of Sport & Physical Activity Development.
 - If satisfaction is still not reached the matter shall be passed to the Director of Sport & Commercial Services. Their decision on any matter will be final.
68. Further details can be found within our Customer Feedback Policy found within the website at <https://www.sportspark.co.uk/wp-content/uploads/2020/10/Customer-Feedback-Policy.pdf>

Data Protection

- 69. We agree that we will use any personal data you give us only in accordance with the Data Protection Act 2018.
- 70. The Sportspark (incorporating UEA Sport) collects and handles certain personal data about its users. This notice outlines what you can expect when the Sportspark processes your personal information.
- 71. From time to time, the Sportspark may need to collect and use your information in ways that are not described in this notice. If we do, we will let you know by means of a separate notice, seeking your consent where appropriate.
- 72. The Sportspark is part of the University of East Anglia, which is a registered data controller. We will collect and use information about students and other customers in accordance with UK data protection law.
<https://www.uea.ac.uk/web/about/university-information/statutory-and-legal/data-protection/sportspark-privacy-notice>
- 73. CCTV is in operation across all facilities and operated in line with all current GDPR legislation

Photography

- 74. Due to the size of modern video cameras and mobile phones with the facility to produce photographic imagery, and the ability to transmit images onto the World Wide Web the use of such equipment presents the opportunity for misuse.
- 75. Notices are displayed in the reception area, which clearly states that the use of photographic, video equipment and mobile phone cameras is prohibited without prior written permission from Sportspark.
<http://www.sportspark.co.uk/wp-content/uploads/2019/04/Sportspark-Photographic-Policy.pdf>

Terms and Conditions of Membership

These terms and conditions form part of your Membership Agreement accepted on completion and signature of a Sportscard Application Form. Please make sure you read them carefully.

All use is to remain in line with the T&C of use for all participants.

Memberships

1. Members are required to pay the relevant amounts as described in the Sportscard membership pack. The specific amount required to be paid at point of sale depends on the category of membership, payment option and date of administration.
2. Direct debit memberships are not available to anyone under the age of 16 years.
3. Direct debit payments will be deducted from your bank on the first working day of each month. Failure to pay the required fee will automatically initiate an unpaid sale and cease all membership benefits including access to the facility.
4. Sportspark must be notified of change of bank details by the 15th of the month to provide sufficient time for necessary administration to be undertaken.
5. UEA students and staff are ineligible for 'public' memberships, and any attempt to join on such categories will be refused. Deliberate omission of staff or student status will be seen as a fraudulent application for membership and will be dealt with in line with point 24. of our Terms and Conditions of Membership.
6. Joint memberships are only available on the Gold membership category.
7. In order to be eligible for the joint Gold membership the following criteria must be met;
 - Both members must live at the same address.
 - Proof of address must be produced at point of joining (e.g. driving licence, utilities bill, bank statement from within the last 3 months etc.)
 - The primary members' bank account must be used for the full amount.
8. Sportspark reserves the right to request evidence of continued eligibility for their relevant membership type or discount at any time.
9. Sportspark reserves the right to add, amend or remove membership categories as deemed necessary.
10. An administration fee is required for all memberships at the advertised rate based upon membership category. This includes joint "add-ons". Sportspark reserves the right to adjust administration fees as it deems necessary.
11. Any request to downgrade/upgrade memberships must be provided in writing via the completion of an 'Amendment to Membership' form available at Reception or via the Membership team. Verbal requests for amendments will not be accepted under any circumstances.
12. Upgrades can be performed at any time while downgrades must be received ahead of the 25th of the month to allow processing for the next direct debit run.

13. It is the responsibility of all members to ensure Sportspark has current contact information; this includes postal address, email address and phone numbers.

Membership terminations

14. All Direct Debit membership terminations must be administered by the member cancelling the direct debit directly with the bank. Sportspark cannot be held accountable for cancellation errors with the financial institution.
15. To avoid subsequent payments being claimed by Sportspark, cancellations must be made prior to 25th of the current month. No refunds will be given for cancellations after this date. In such circumstances memberships will expire at the end of the following month.
16. A joint direct debit membership may only be cancelled by the Primary member. In this case the whole membership will be terminated.
17. If a request for an annual joint membership to be terminated on medical or redundancy grounds the remaining member will revert to a standard Gold membership with any difference in annual membership fees will be payable for the remainder of their term.
18. Please note that any applications for termination on medical or redundancy grounds will be treated on a case by case basis and will require evidence of inability to utilise the facilities.
19. All Annual/fixed-term memberships will automatically terminate on expiry of the agreed commitment period and subsequent participation will be charged at the current non- member rate if not renewed.
20. Annual memberships have an agreed commitment end date and are therefore non-refundable other than for the reasons detailed below.
21. If you are unable to utilise your annual membership due to serious illness or injury likely to preclude you from using Sportspark membership entitlements for a period of least 6 calendar months. For any periods under 6 months these will be dealt with on a case by case basis where memberships may be placed on freeze. All requests for freeze or termination of membership must be made in writing and will only be considered on receipt of reasonable evidence e.g. a doctor's certificate.
22. Refunds will not be given for unused periods of any level of Sportscard.
23. You may also terminate your annual agreement if: We close any of your inclusive membership facilities (pool, fitness centre or group exercise) for a period of 30 days or more than at a time. By law, we do not have to pay you compensation if these circumstances are due to reasons or events beyond our reasonable control. These could include, but are not limited to; natural disasters, government actions, war, national or regional emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic and strikes or other labour disputes (whether or not they relate to our workforce), restraints or

delays affecting our ability to get supplies of suitable materials on time or at all.

24. Sportspark reserve the right to cancel a membership at any time in the following circumstances:

- If you commit a serious or repeated breach of this agreement or the wider facility policies or rules.
- If any part of your membership fee remains unpaid after its due date for payment, 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 our decision to grant you membership.

25. If we terminate your membership for any of these reasons, we reserve the right to retain any fees previously received.

Membership Cards

26. When you join, you will be given a membership card and database entry which will require your photo to be taken.

27. Sportscards are individual to the person who has subscribed and are not transferable without the written permission of Sportspark. Sportscards may be withdrawn, and future membership refused, if cards are used by any other person. Sportspark reserve the right to cancel a membership for misuse of membership cards without reimbursement for fees received.

28. Your membership card must be present at reception at each visit. If the card is forgotten the 80p admission fee applies. Gold and silver members are permitted three incidents of a forgotten card before incurring any charges.

29. Sportscards remain the property of Sportspark. Lost or damaged cards may be subject to a replacement charge.

30. Your membership card must be present at reception to receive the members discount and benefits. Non-member price will be charged if not.

Join@Home

31. References in these terms and conditions to “membership agreement terms” means the membership agreement terms that are accessible through the link sent out in the receipt email.

32. If you have purchased your membership online, you have a legal right to change your mind within 14 days of joining and receive a refund. The 14-day cancellation period commences the day of your membership start date which is stated on your agreement. This is called the ‘cooling-off period’. If you choose to cancel within the cooling-off period, we will give you a full refund of the activation fee and any other fees you have paid (less any fees due for days where activity has been undertaken).

Student Memberships

33. The Educational Sportscard, or any of the upgraded membership options are valid for 12 months from the processing date of the application (unless confirmed otherwise).
34. Instalment arrangements require an initial payment at point of sale followed by either 6 or 7 further consecutive payments (dependent on join date) via a DD arrangement with collections made on the first working day of each month.
35. It is the member's responsibility to ensure the Direct Debit information is provided accurately (via the relevant means in place at time of joining).
36. There is no option to adjust payment dates. By taking the instalment payment option you agree to commit to the full membership term of 12 months.
37. Any defaulted payments will be collected as debt. Non-payment will result in refusal of admittance to all Sportspark facilities, other than for the attendance of lectures, and will be communicated to the relevant University School.
38. Sportspark retains the right to apply administrative charges for any defaulted payments to the value of £25 per failed collection (unless debt is received within 30 days).
39. Repeat defaulted payments may lead to the refusal of instalment options being provided for future applications.
40. BUCS UNiversal access is dependent on any restrictions in place via the host establishment. Sportspark will not be held liable for any restrictions in place in those locations.

Youth (FitKidz) Memberships

41. The membership fee must either be paid in full, at the time of joining up or a DD mandate completed by the parent/guardian with any initial fees paid in line with normal Sportparks T&C's
42. Memberships must be purchased by an over-16 on behalf of the child.
43. Youth memberships are only available to purchase in person with a member of our memberships team or front of house team.
44. Proof of age required at point of joining.
45. £5 administration fee applies.
46. Offer is only open to those having successfully completed a FitKidz course and currently between the ages 12-15.
47. Group Exercise participation is only allowed in selected sessions and must be booked in advance of attendance.
48. All other Sportspark terms and conditions apply.
49. All access subject to availability.