



## USER INFORMATION TERMS & CONDITIONS

The purpose of this document is to provide responsibilities for members, non-members and users as well as staff regarding the provision and use of any facilities provided by RGU SPORT. All members, non-members and users, are deemed to have read and accepted the Terms and Conditions and agree to abide by these. RGU SPORT retains the right to vary these terms and conditions as required to regulate use of the facility and the conduct of users.

“RGU SPORT” is the name given to the provision of sports facilities by the RobertGordon University.

**Address:** RGU SPORT, Robert Gordon University, Garthdee Road, Aberdeen AB10 7GE.

**Email:** [RGUSportEnquiries@rgu.ac.uk](mailto:RGUSportEnquiries@rgu.ac.uk).

Telephone: 01224 263666

**RELATING TO COVID-19 (CORONAVIRUS)**

RGU SPORT are operating a Welcome If procedure, where you are welcome if you agree to:

- Stay at home if you are feeling unwell and if displaying COVID symptoms, please self-isolate
- Exercise good hand hygiene using the facilities and sanitiser provided
- Commit to wiping down all equipment you use before and after each use
- Show consideration to others by being distance aware

RGU SPORT recommends face coverings to all users, especially in busy or crowded areas of the facility.

Users should use the hand sanitiser provided upon entering and exiting each exercise zone and upon leaving the building. Users should also regularly wash their hands throughout their time within the facility.

Users must wipe-clean equipment before and after each use with the cleaning materials provided.

Users must bring their own exercise mat should they wish to use one.

Members must check in on arrival at the self-service kiosks or at reception. Non-members must check in on arrival at the reception desk.

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## DEFINITIONS

Activity booking: reservation of a sports hall activity e.g. badminton, basketball.

Booking: reservation of the facilities available.

Course booking: reservation of a place on a course e.g. learn to climb course.

Facility: RGU SPORT premises.

Member: person(s) who has paid the relevant fee in accordance with RGU SPORT membership categories.

Non-member: person(s) or organisation(s) that are not a member of RGU SPORT.

Session booking: reservation of a group exercise class, gym session, strength and conditioning session or swimming pool session.

Staff: currently employed by Robert Gordon University and hold a valid staff ID card.

Student: currently enrolled at Robert Gordon University as a 'student' and hold a valid student ID card.

User: any person(s) or organisation(s) using the facilities (including spectators, supporters, visitors, members, non-members and guests of members).

Valid photo identification: passport, driver's licence, formal ID cards (student union, company-issued ID cards), national identity or entitlement cards, citizen card.

### Notices

Write: RGU SPORT, Robert Gordon University, Garthdee Road, Aberdeen, AB10 7GE.

Email: [RGUSportEnquiries@rgu.ac.uk](mailto:RGUSportEnquiries@rgu.ac.uk)

Telephone: 01224 263666

## **TERMS AND CONDITIONS**

### **1. OPENING HOURS**

Opening hours are displayed at [rgusport.co.uk](http://rgusport.co.uk).

### **2. HEALTH COMMITMENT STATEMENT (HCS)**

All members, non-members and users must fully read and commit to the [Health Commitment Statement](#) for staffed facility and online classes) when using RGU SPORT services or purchasing a membership.

### **3. MEMBERSHIPS - GENERAL ENTITLEMENTS**

RGU SPORT reserves the right to annually review and alter membership prices and categories.

Each membership is personal to that member and is non-transferable. Any attempts to access facilities by using another person's membership card will result in refusal of entry and confiscation of said card and RGU SPORT have the right to end the membership.

Photographs will be taken and assigned to memberships on the computer system to allow for clear identification.

Membership cards will be issued on joining RGU SPORT (a charge will apply if a replacement card is required) and these must be shown at reception or swiped at the self-service kiosk on every visit where a receipt/ticket will be produced. Receipts/tickets should be kept as RGU SPORT staff may conduct spot checks throughout the facility.

Members can, with appropriate permission, access Fitness Areas and Strength and Conditioning Room. Members can also attend timetabled group exercise classes, book a court in the sports hall (additional usage charge applies for sports hall bookings), use the climbing and bouldering facilities (additional usage charge applies) and use the swimming pool in accordance with the swimming pool timetable.

RGU SPORT reserve the right to refuse admission to members, non-members and users.

### **4. PRE-PAID MEMBERSHIPS**

All pre-paid memberships are non-refundable.

Those with a 'Pay as You Go' membership pay an annual upfront payment and then will be required to pay a discounted usage charge for each activity.

### **5. DIRECT DEBITS**

By signing up for a membership to be paid by Direct Debit, the user confirms that they are the account holder and therefore the Payer, and that they are the only person required to authorise Direct Debits from the declared account.

Direct Debit payments will be taken from the declared account on the first working day of each month. For payment to be taken, a Direct Debit mandate will be sent to the bank no less than 10 days prior to first payment. An interim payment will be taken on the day of joining to allow the member to start their membership immediately, the interim payment will be automatically calculated by the number of days remaining in that calendar month to the first Direct Debit payment.

Direct Debit members must inform RGU SPORT straight away if any changes are made to their bank details.

### **5.1. LEARN TO SWIM DIRECT DEBITS**

The Learn to Swim Programme operates by monthly direct debit payments. Lessons will run for a minimum of 40 weeks per year with the cost spread across 52 weeks. Your monthly direct debit secures your space in the programme and entitles those enrolled in Junior Learn to Swim (3-15 years) free swimming during open and family swim sessions.

Without a live Learn to Swim Direct debit membership your space on the programme will not be held. All Learn to Swim Direct Debit memberships must run for a minimum of 3 months, in which 3 successful direct debit payments are taken. We will continue to collect Direct Debit payments every month unless you cancel, (as outlined in section 8 below)

### **6. DISCOUNTED OR CONCESSION MEMBERSHIPS**

To qualify for a discounted staff, student or alumni membership, valid identification must be provided at the time of registration. Valid forms of identification accepted include current Student RGU Matriculation Card/Associate Card/Current Staff Card/Alumni RGU Matriculation Card/ Letter from Department/ Degree Certificate.

To qualify for a concession membership valid photo identification may be required for proof of age if the concession is for someone aged 60 years and over. If the concession membership is for someone in receipt of benefits/allowances, then it must be from the eligibility criteria and evidence must be produced at the time of purchase together with the valid photo identification. Concessionary memberships entitlement are displayed in appendix 1.

To qualify for 16-19-year-old membership valid photo identification must be provided at the time of registration. This can be taken out anytime between the 16th birthday and up until the day before the user's 19th birthday.

In the case of student and staff memberships, the discounted membership will be revoked if the member ceases to be a student or member of staff. Staff should notify RGU SPORT when they cease employment. Such members may retain their membership subject to a £10 administration payment and payment of an increased fee in line with non-discounted memberships for the remainder of the period of membership.

Family memberships are available to two adults and up to two children. One adult member will be allocated "Prime Payer" and in the case of a direct debit membership, monthly payments will come out of the "Prime Payers" listed bank account. Regardless, each adult member on this membership will be liable for the full costs and charges of the associated membership rather than a fraction.

## **7. PERIOD OF MEMBERSHIP**

Student Annual memberships last for the duration of the academic year, ending on 31st August of each year

Community Annual and Pay as You Go membership last for 365 days. Monthly membership lasts for 31 days. Two-week membership lasts for 14 days.

## **8. CANCELLATIONS**

Members have the right to cancel their membership within 14 days of the payment date under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If a member chooses to begin their membership immediately, they agree that if they subsequently cancel their membership within 14 days, they will be refunded their membership fee minus an amount for the membership they have already used from the first day of joining.

Individuals with a community Direct Debit membership must complete a cancellation form at reception or contact RGU SPORT by email. Cancellation requests must be submitted before the 20th of the month for no further direct debit payments to be taken. Unless notice of cancellation is given by this date the membership will automatically renew for a further month.

Individuals with a Learn to Swim Direct Debit membership must complete a 'Withdrawal Form' online. Once the minimum number (3 months) of direct debit payments have been taken, and your request is submitted before the 20<sup>th</sup> of the month, no further Direct Debit payments will be taken. The user will remain on the Learn to Swim programme until the end of the current month, unless notice of withdrawal is given by this date the membership will automatically renew for a further month.

Staff and Staff Family Member cancellation requests must be submitted before the 15th of the month for no further payments to be taken. Unless notice of cancellation is given by this date the membership will automatically renew for a further month.

## **9. REFUNDS**

Refunds of membership fees and early cancellation of memberships will only be permitted in exceptional circumstances and at the sole discretion of RGU SPORT and may incur an administration charge.

Course spaces or sports hall activity bookings must be cancelled with a minimum of 48 hours' notice in order for any refund to be granted. If less than 48 hours' notice of cancellation is given, then no refund will be granted.

Class or fitness activity session spaces must be cancelled with a minimum of 24 hours' notice in order for any refund to be granted. If less than 24 hours' notice of cancellation is given, then no refund will be granted.

In order to arrange any refund please contact RGU SPORT by emailing or writing to us. Where bank account details are given, payment will be made directly into the declared account, otherwise a cheque will be raised and posted to the most recent address given.

## **10. USE, PRICING AND AVAILABILITY OF FACILITIES/PROGRAMMES**

Activity programmes and prices may be altered at any time. In the event of an alteration in prices, every effort shall be made to inform the members in advance.

RGU SPORT may (at any time) withdraw all or part of the facilities in connection with any purposes and at our sole discretion. Reasonable endeavour will be made to keep any disruption to a minimum and advance notification will be given where possible.

From time to time, it will prove necessary for facilities to be set aside for repairs and maintenance, tournaments, competitions, and other special events such as RGU Exam Diets (December and May).

## **11. SAFE PROVISION & RESPONSIBILITIES OF THE USER AND RGU SPORT**

It is the users' responsibility to ensure that they are capable of taking part in their chosen activities.

Any injuries/accidents must be reported immediately to a member of staff.

Users must wear appropriate apparel for any activity they undertake in RGU SPORT, including footwear if necessary, and may be asked to cease activity until appropriate apparel is worn.

Personal belongings are brought into and stored at RGU SPORT at the owner's risk. RGU SPORT does not accept responsibility for any loss or damage sustained to any items of property. Personal belongings are to be stored in the lockers provided within the changing facilities. No bags should be left in any activity areas.

A limit is placed upon the number of visitors in each area at any one time, in accordance with the Building Safety Operating Procedures (BSOP), this may vary on occasions.

## **12. PROVISION OF CARDIOVASCULAR AND RESISTANCE TRAINING EQUIPMENT**

All users must confirm they have watched and understood the online [gym orientation](#) video or book and attend an in-person gym orientation prior to gaining access to the Fitness Zones and Strength and Conditioning Room.

Gym orientations are free for all users and must be booked in advance.

Members may be asked to restrict their exercise time on cardiovascular (CV) machines to 25 minutes during busy periods.

Paper towels will be provided in the Fitness Zones.

No offensive or explicit material to be viewed on the gym CV equipment.

Users must wipe down equipment before and after each use with the cleaning materials provided.

## **13. THE PROVISION AND USE OF THE STRENGTH AND CONDITIONING ROOM**

Access to the lifting platforms may be restricted during certain times. RGU SPORT will endeavour to inform users of any such restrictions in advance.

Any user wishing to use chalk in the conditioning room must provide an appropriate container to store it in.

The lifting platforms are for the use of Eleiko weights only.

Users are not permitted to drop weights on the floor deliberately.

Bars must not be dropped on the squat rack catch bars, any exercises requiring the bar to be lifted from a height should use the j-cups on the rack or blocks from the floor.

Users must put away the equipment when no longer in use and avoid leaving any plates lying on the floor or stacked on bars.

Users must wipe down equipment before and after each use with the cleaning materials provided.

#### **14. THE PROVISION OF AND PARTICIPATION IN GROUP EXERCISE CLASSES**

Class locations, timings and instructors are liable to change for various reasons.

A limit is placed on the number of participants in each class. These limits are subject to change by RGU SPORT.

Classes can be booked up to 7 days in advance for members and on the day of the class for non-members and guests. Non-members booking a class must pay at the time of booking.

Latest bookings can be made online is up to 30 minutes prior to the class start time.

Members must check in on arrival at the self-service kiosks or at reception prior to the class. Non-members must check in at reception.

A ticket for the appropriate class must be obtained prior to attending a class and must be presented to the instructor when entering the class.

The admission of late comers to a class is at the sole discretion of the instructor of the class, but no entry will be permitted 3 minutes or more after the class has commenced.

When a class is fully booked, no late entry will be permitted as the space will be given to someone on the waiting list.

24 hours' notice must be given to cancel a booking and can be done so at reception. Failure to meet this condition on more than 3 occasions in any 3-month period will result in loss of advance booking rights for a period of 1 month.

A class booked online or at reception can be cancelled online, at reception or by phoning reception.

For health and safety reasons, the use of exercise studios is not permitted for public use out with group exercise class times.

#### **15. THE PROVISION AND USE OF SWIMMING FACILITIES**

We strongly recommend that non-swimmers are accompanied by a confident swimming adult at all times.

- During non-family sessions children between the ages of 0 and 4 years must be accompanied by an adult in the water on a ratio of 1:1.
- During non-family sessions children between the ages of 4 and 7 years must be accompanied by an adult in the water on a ratio of 1:2.
- During family sessions children between the ages of 0-7 must be accompanied by an adult in the water on a ratio of 1:3. Adult must remain within a 5m radius of the child/children within the shallow end area marked by the boom.
- Children aged 8 years and over may swim unaccompanied.
- Children under 8 years of age must stay within a 5-meter radius of the accompanying adult at all times in the pool.

All outdoor shoes must be removed or covered with overshoes when on poolside or in the shower areas.

A valid receipt must be placed in the basket on the lifeguard chair when entering poolside.

Lifeguards are provided for users' safety, please adhere to rules (which can be found on poolside) and advice given; no bombing, diving permitted from deep end of pool only, no standing on floats, no running, no throwing objects, no acrobatics, no hanging off or sitting on the lane ropes.

Lane swimmers must adhere to the signs guiding them to the appropriate direction to swim during lane sessions and adhere to any specific information given to them by the on-duty lifeguard regarding etiquette.

Diving is only permitted from the deep end of the pool.

Training fins, snorkels and hand paddles are only permitted to be used during lane swimming sessions.

RGU SPORT reserves the right to alter the scheduled timetable at any time without giving prior notice. However, where possible, at least 7 days' notice will be given for any alterations.

## **16. THE PROVISION AND USE OF THE BOULDERING ROOM & CLIMBING WALL**

Access to the climbing wall can be obtained by attending an assessment and passing with a qualified instructor within RGU SPORT.

Users may use the bouldering room without being assessed, however they must have read and completed the Bouldering Room Disclaimer form at reception. Once a bouldering room disclaimer is completed, the user will be added to the system, to allow access in the future.

Registered users must accompany their signed in buddies at all times whilst in the climbing area.

Registered users may only sign in up to 2 'buddies' who are over 5 years old during any one climbing session.

'Buddies' are strictly not permitted to belay.

Users under the age of 16 must be supervised by a qualified adult at all times whilst in the climbing areas. Users under the age of 16 are strongly advised to wear a helmet.

Users aged 16-17 may use the climbing wall unsupervised if they have completed and passed their RGU SPORT climbing assessment, however they are not permitted to sign in buddies.

Any user (who hold a Climbing Assessment) wishing to belay for someone on the wall must pay a guest fee, this includes adults belaying children and not climbing (adults pay £1.50 guest charge)

Climbing kit items are available to hire from RGU SPORT at a charge and must be returned to reception after use.

Any loss or damage to climbing equipment must be reported immediately to the nearest RGU SPORT colleague.

Users must wear appropriate clothing and footwear for climbing.

We recommend that jewellery is removed prior to participating in climbing activities. Necklaces are particularly hazardous and should be removed.

Climbing wall/bouldering room users may be required to produce their receipt and if unable to do so may be asked to leave the area.

Climbing courses/assessments are subject to cancellation 48 hours before commencement if there are less than 2 people enrolled on that specific course.

## **17. THE PROVISION AND USE OF THE SPORTS HALL FACILITIES**

One off booking for activities in the sports hall can be made up to 7 days in advance for members and non-members.

All non-member bookings must be paid for at the time of booking.

All users will be charged the member peak rate for all courts booked in peak times, and off-peak rate for courts booked during off-peak times (found at [rgusport.co.uk](http://rgusport.co.uk)).

All users can only book one court in the sports hall at a time and can book a maximum of two consecutive time slots.

Cancellations must be made a full 48 hours prior to the booking time otherwise the user will be charged the full rate in arrears (if they did not pay at the time of booking).

No further bookings can be made by a user who is in arrears until full payment has been received.

Play can only take place when the user who the court is booked under is present.

Bookings must allow for a 5-minute set up time at the start and 5 minutes take down time at the end of the session. Actual playing time is 50 minutes maximum unless otherwise notified.

The set up and take down of equipment is to be carried out by RGU SPORT staff only. Users should report any issues to reception as soon as possible.

Users are not permitted to access the sports hall stores at any time.

A single basketball hoop can be booked for a maximum of 6 people per basket. A maximum of 4 people may use any one racquet sport court during any one time slot.

## **18. THE PROVISION AND USE OF CHANGING FACILITIES**

Swimwear/towel must be worn at all times whilst in the Family Changing Area unless inside the cubicles provided.

Cubicles must only be used for changing purposes and not used for storing personal belongings.

During swimming lessons parents are requested to remove shoes or wear overshoes when entering the shower areas.

RGU SPORT reserves the right to close off certain changing areas to allow for cleaning / maintenance.

Shaving is not permitted in the shower areas for hygiene reasons.

Lone adults are requested to use the single sex changing areas and not the Family Changing Area unless they have been re-directed.

Children of 8 years and over must use the appropriate single sex changing rooms unless accompanied by an adult where the family changing area should be used.

Lockers are provided for RGU SPORT users and should be used to store personal belongings.

Items are not permitted to be left in lockers over night or for any extended period of time without advance permission from RGU SPORT. A £10 fee will be incurred by any situation in which RGU SPORT staff must change the lock.

We do not accept any responsibility for items of property left within the lockers.

## **19. THE ADMITTANCE OF GUESTS TO RGU SPORT AND THE USE OF FACILITIES**

Guests, users and non-members are required to abide by the same rules and regulations that are applied to members and pay appropriate fees.

Members must accompany their guests at all times whilst in the facility.

Guests who are acting as a carer may be granted free admission to RGU SPORT when accompanying a cared person.

## **20. COACHING, TEACHING AND EDUCATION**

No individual may carry out paid teaching, education or coaching activities on the premises without the prior written permission of the RGU SPORT Management Team.

Private hire of the facilities is available on request.

## **21. ENTRY REFUSAL & MEMBERSHIP TERMINATION**

RGU SPORT reserves the right to refuse entry at all times and to terminate memberships with immediate effect in circumstance including (but not limited to):

- If you commit a serious or repeated breach of these terms and conditions.

- If, in our reasonable opinion, your behaviour is likely to endanger other users, staff or visitors, or to adversely affect the reputation of RGU SPORT.
- If your behaviour is abusive, intimidating, violent, disrespectful, or rude.
- If you do not adhere to RGU SPORT Welcome If procedure.
- Please be advised that RGU SPORT will adhere to the University's Dignity at RGU Policy, and any related behaviour will be dealt with under this policy. The Robert Gordon University is committed to creating and promoting a working and learning environment where everyone is treated with dignity and respect. We aim to support an inclusive culture in which differences are respected and any form of bullying, harassment or Victimisation is considered to be unacceptable. The University recognises that unacceptable behaviours can have a detrimental effect upon the confidence, health, and morale of those affected by it and therefore any behaviour of this kind will not be tolerated.
- If we receive a substantiated complaint about your behaviour or if you continuously behave inappropriately.
- If any amounts, you owe RGU SPORT remain unpaid 30 days after the due date.
- If, at the time of a membership or booking application, you knowingly provide us with details that prove to be false and that those details reasonably affected our decision to grant you access.
- If another person misuses your membership card to access RGU SPORT services.

Individuals have the right to appeal against our decision by emailing or writing to us.

## **22. PERSONAL EMERGENCY EVACUATION PLAN (PEEPS)**

It is the responsibility of the user(s) to notify RGU SPORT should they require assistance to leave the facility in an emergency situation. Upon disclosure of a disability or a requirement for assistance to leave by a user, a questionnaire will be required to be completed on the RGU SPORT online system. Upon completion it will be reviewed by the Team Lead in order that a Personal Emergency Evacuation Plan may be created.

In order that a PEEP may be created and used effectively, upon admission to the facility any persons requiring additional assistance during an evacuation should report to reception so that colleagues are aware that there are further actions to be taken during an emergency evacuation.

## **23. CAR PARKING WITHIN THE GARTHDEE CAMPUS**

Members, non-members and users (excluding RGU staff and students) are entitled to a free parking permit whilst using RGU SPORT. Hours of parking permit operation are Monday to Friday 0800-1600.

All permits are non-transferrable and can only be used by the named user.

All vehicles parked on campus must have applied for an electronic permit. If this is not done they may be liable to a parking charge notice. It is the responsibility of the user to request a parking permit and to ensure their parking permit is up to date. RGU SPORT cannot accept any liability for parking penalties received by users parking without a permit.

Parking permit processes can be found online at [RGU SPORT Parking Permits](#).

RGU student/staff status overrides all RGU SPORT parking permissions. Should users fail to declare student/staff status at the time of purchasing membership or at any point during membership duration, that membership may be cancelled.

On cancellation of an RGU SPORT membership, the associated electronic parking permit will be revoked immediately.

Parking is strictly prohibited in the disabled bays unless displaying an appropriate badge.

Parking on double yellow lines or restricted areas is not permitted at any time.

Please be advised that parking spaces are not guaranteed.

All users are subject to the [University Parking Regulations](#) at all times, regardless of vehicle type or ownership.

## **24. PHOTOGRAPHY, MUSIC AND MEDIA RECORDING**

Anyone wishing to take photos or videos (including using mobile phones) in RGU SPORT must obtain a photo permit from reception first.

Permission must be granted by any individual being photographed or their relevant guardian.

In agreement with the PPL licence, mobile devices may not be connected to our internal sound system or played with output speakers within the facility.

## **25. LOST PROPERTY**

Valuable lost property will be kept for one month and then will be sent on to Queens Street Police Station, Aberdeen. Any other lost property (clothing, water bottles etc.) will be held for a maximum of three weeks then disposed/recycled.

## **26. LIABILITY**

RGU SPORT and the Robert Gordon University cannot be held liable for any facilities not being available at any given time. Facilities will be subject to alteration and withdrawal in connection with any necessary repair, cleaning, alteration or maintenance work, or for any other reason at the discretion of RGU SPORT Management.

RGU SPORT and the Robert Gordon University will accept no liability for any loss of or damage to property of users while on facility premises or in the car parking area.

RGU SPORT will not accept any liability for any accident, injury or fatality to any user that occurs within the facility other than liability which arises from gross negligence or misconduct from RGU SPORT staff.

## **27. PRIVACY**

By agreeing to RGU SPORT terms and conditions of use, users also agree to RGU SPORT privacy statement and Robert Gordon University Privacy policy.

These documents can be found at [governance/data-protection](#).

## **28. CHANGES TO TERMS & CONDITIONS**

Terms & Conditions are subject to amendments and are subject to regular review.

Appendix 1: Concessionary memberships are entitled to those that meet any of the below criteria:

- 60 years and over
- BAM employees
- Treehouse Nursery staff
- Asylum Seeker
- Attendance Allowance
- Bereavement Allowance
- Carers Allowance
- Child Benefit for Lone Parents
- Council Tax Benefit
- Deaf Blind
- Disability Living Allowance
- Guardians Allowance
- Hearing Impaired (Deaf/Hard of Hearing)
- Housing Benefit
- Incapacity Benefit (Long Term)
- Income Support
- Industrial Injuries Disability Benefit
- Learning Disability
- Physical Disability
- Reduced Earnings Allowance
- Severe Disablement Allowance
- Visually impaired (Blind/Partially Sighted)
- Widowed Parents Allowance
- Working Tax Credits

Appendix 2: Concessionary memberships NOT available to those claiming

- Jobseekers Allowance
- Incapacity Benefits (Short Term)
- Child Tax Credits