

## TERMS AND CONDITIONS

1. THE COLLEGE
  - 1.1 D&A SPORT & FITNESS WILL BE RESPONSIBLE FOR THE FULL MANAGEMENT OF ALL ISSUES IN RESPECT OF THE SPORT & FITNESS CENTRE.
2. THE MEMBER
  - 2.1 ALL INDIVIDUALS MUST COMPLETE THE FULL MEMBERSHIP & INDUCTION PROCESS TO BE RECOGNISED AS A MEMBER.
3. MEMBERSHIP
  - 3.1 MEMBERSHIP WILL COMMENCE UPON PAYMENT OF THE MEMBERSHIP FEE AND COMPLETION OF THE INDUCTION PROCESS
  - 3.2 THE MEMBERSHIP FEES SHALL BE SET BY D&A SPORT & FITNESS AND BE REVIEWED EACH ACADEMIC YEAR, MEMBERSHIP MAY BE SUBJECT TO CHANGE WITH A MINIMUM OF ONE MONTHS NOTICE GIVEN TO ALL USERS.
  - 3.3 THE INDUCTION PROCESS SHALL BE DEFINED BY D&A SPORTS & FITNESS AND REVIEWED ANNUALLY.
  - 3.4 D&A SPORT & FITNESS MAY AT ITS SOLE DISCRETION EXCLUDE ANY MEMBER FOR ANY LENGTH OF TIME, IF IT IS DEEMED THAT THE MEMBER HAS ACTED IRRESPONSIBLY OR IN DISREGARD TO FACILITY & MEMBERSHIP RULES, POLICIES OR PROCEDURES.
4. MEMBERS' LIST
  - 4.1 D&A SPORTS & FITNESS WILL MAINTAIN A LIST OF UP-TO DATE MEMBERS.
  - 4.2 IT IS FORBIDDEN TO LEND YOUR CARD TO ANYONE (MEMBERS OR NON-MEMBERS) OR ALLOW A THIRD PARTY ACCESS TO ANY FACILITIES/EVENTS USING YOUR CARD.
5. USE OF THE GYM, SWIM & FITNESS CLASSES
  - 5.1 D&A SPORTS & FITNESS MUST BE IN RECEIPT OF PAYMENT FOR ANY MEMBER TO ACCESS ANY FACILITIES.
  - 5.2 THE FACILITY OPENING TIMES WILL BE DETERMINED BY D&A SPORT & FITNESS.
  - 5.3 THE MINIMUM AGE FOR USING THE GYM IS 14 OR 12 DURING SUPERVISED COACHED SESSIONS.  
ALL CHILDREN AGED 7 YEARS OR YOUNGER MUST BE ACCOMPANIED IN THE POOL BY A SUPERVISING ADULT ON A 1:1 BASIS.  
SUPERVISING ADULTS - MUST BE AT LEAST 16 YEARS OF AGE AND MUST ACCOMPANY THE CHILD INTO THE WATER, THEY MUST MAINTAIN CLOSE CONTACT WITH THE CHILD AND A CONSTANT WATCH OVER THE CHILD; AND MUST STAY WITHIN COMFORTABLE PERSONAL STANDING DEPTH.
  - 5.4 D&A SPORTS & FITNESS WITH NOTICE CAN AUTHORISE PRIORITY USE OF FACILITIES FOR THE COLLEGE.
  - 5.5 MEMBERS MUST WEAR THE CORRECT FOOTWEAR & CLOTHING IN THE GYM AREA.
6. SPORTS UNION
  - 6.1 MEMBERS WILL ADHERE TO THE COLLEGE'S CODE OF CONDUCT.
  - 6.2 MEMBERS WILL ADHERE TO THE RULES AND REGULATIONS OF THE SPORT(S) THEY PARTICIPATE IN.
  - 6.3 MEMBERS WILL BE LIABLE TO PAY FOR PERSONAL DISCIPLINARY FEES
  - 6.4 PARTICIPATION MAY BE SUBJECT TO ACADEMIC APPROVAL - STUDENTS TIMETABLED DURING FIXTURES MUST SEEK APPROVAL FROM THEIR ACADEMIC LECTURER AND COURSE LEADER
7. THE EQUIPMENT
  - 7.1 MEMBERS MUST FOLLOW INDUCTION GUIDELINES WHEN USING EQUIPMENT OR THE FACILITIES.
  - 7.2 ANY EQUIPMENT FAILURES MUST BE REPORTED TO A MEMBER OF STAFF.
  - 7.3 ALL SPORTS EQUIPMENT MUST BE STORED IN ITS ALLOCATED PLACE AFTER USE.
8. LIMITATIONS OF LIABILITY
  - 8.1 THE MEMBER ACKNOWLEDGES THAT THE COLLEGE'S OBLIGATIONS AND LIABILITIES IN RESPECT OF THE GYM, SWIM AND FITNESS CLASSES ARE EXHAUSTIVELY DEFINED IN THIS AGREEMENT.
  - 8.2 THE COLLEGE ACCEPTS LIABILITY FOR REPAIRING EQUIPMENT.
  - 8.3 THE MEMBER IS RESPONSIBLE FOR ANY INJURIES/DAMAGES RESULTING FROM THE MISUSE OF ANY EQUIPMENT/FACILITIES.
  - 8.4 THE MEMBER IS RESPONSIBLE FOR CHECKING THE EQUIPMENT/FACILITIES FOR DAMAGE PRIOR TO USE.
  - 8.5 THE COLLEGE ACCEPTS NO RESPONSIBILITY FOR ANY LOSS OR DAMAGE TO MEMBERS PERSONAL BELONGINGS WHILE USING D&A SPORTS AND FITNESS FACILITIES.
9. PAYMENTS

FEES ARE PAYABLE REGARDLESS OF ATTENDANCE OR NON-ATTENDANCE AND THAT REFUNDS WILL ONLY BE CONSIDERED IN THE EVENT OF LONG TERM MEDICAL INCAPACITY.  
REFUNDS GRANTED ON MEDICAL GROUND ONLY APPLY TO MEMBERSHIP FEES.  
REFUNDS ARE AT THE DISCRETION OF D&A SPORT AND FITNESS AND WILL NOT EXCEED 50% OF OUTSTANDING PRE-PAID MEMBERSHIP FEES FOLLOWING ONE MONTHS CANCELLATION.