



University of  
St Andrews

## Saints Sport terms and conditions

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<b>Purpose</b>	This document outlines the terms and conditions of use for the University Sports Centre and all Saints Sport services

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## 1. Introduction

These terms and conditions outline the expectations of those individuals and groups who use the facilities at the University of St Andrews Sport Centre, including University Park. All users need to be aware of and abide by the following terms and conditions.

## 2. Definitions

- **University** – refers to the University of St Andrews.
- **Saints Sport** – refers to the body comprising the Department of Sport & Exercise and the Athletic Union responsible for the sporting offer at the University of St Andrews.
- **Sports Centre** – refers to the facilities, indoor and outdoor, used by Saints Sport.
- **Saints Sport Members** – refers to those individuals who have a Saints Sport membership allowing them to use the Sports Centre and associated facilities and services.
- **Personal Training** – refers to an individual or group personal training session with one of our Personal Trainers.
- **No Show** – refers to an individual or group who fail to turn up to a prebooked class or session.
- **PAR-Q** – refers to a physical readiness questionnaire that you should complete prior to using our facilities.
- **Gym** – refers to our fitness suite (excluding the Performance Suite)

## 3. General Information

### 3.1 Membership Cards

- Please carry your membership card (University ID card for students and staff) with you at all times when visiting the Sports Centre. Community Members please retain the card issued to you on first application, as new cards are not issued on renewal.

**Please note:** all members are required to scan their membership cards at the turnstiles on arrival in reception in order to access the facility. Turnstiles are also in place at the entrance to the gym.

- It is strictly forbidden to use another person's membership card to gain access through any of the turnstiles within the facility.

### 3.2 Digital photograph (Community members only):

- All new Community Members must agree to have their photograph taken at Reception. Your photograph will be used ONLY for identification purposes in connection with your membership and for no other purpose.

### 3.3 Saints Sport Memberships

- Memberships are non-transferable
- Memberships are non-refundable\*
- In the event of an unexpected or forced closure, which lasts for 7 days or more, memberships will be frozen and the duration of the closure will be automatically added on to the remainder of your membership.
- Individuals with a membership cannot use their membership for coaching purposes and/or for delivering lessons to other individual(s) without prior agreement with Saints Sport Management

### 3.4 Clothing and Footwear

- Appropriate clothing and clean footwear is essential in all indoor activity spaces and on the all-weather facilities.

### 3.5 Health and safety

- All facility users **MUST** read and answer the **Physical Activity Readiness Questionnaire (PAR-Q)** prior to using any of the facilities at University Park. The PAR-Q is available at the bottom of this document, online ([www.st-andrews.ac.uk/sport](http://www.st-andrews.ac.uk/sport)) and at reception. If you are in any doubt, please obtain medical advice before using any of our facilities.
- To ensure the safety of our members all **new** gym users, who have never used gyms before, must complete an introductory gym session. If, however, you are already a regular gym user and only want access to the facility to complete your own workouts, then an introductory session is not required. To ensure the wellbeing of our members and to ensure best practice is being followed, a short Health and Safety Induction is required. This must be carried out prior to using the facility.

### 3.6 Medical Information

- All Members must complete the PAR-Q (declaring any medical conditions) set out at section 3 of this document at the time of joining and this should be repeated if a medical condition should arise or if an existing medical condition changes in any manner.
- Members are advised not to undertake strenuous physical activities for which they might be medically unfit, and Saints Sport will not be in any way responsible for any harm which may come to a member or guest as a result of their physical capability. Members who have any reasonable reservations as to their physical condition are advised to have a medical check-up by a doctor before embarking on any exercise. Members agree that they will inform Saints Sport if there are any changes to their health status.

- Members certify that there are no medical conditions and that they are not taking medication which will exclude them from participating in any of the activities offered by Saints Sport.
- It is your responsibility to ensure that you fully understand the exact nature of each activity you undertake, the risks involved, skill levels required, and the equipment needed for your safe participation. You should never participate in an activity where you are unsure of any of the above aspects. If unsure, please speak to a member of staff.

### 3.7 Personal property

- Neither the University Court of the University of St Andrews nor the Department of Sport and Exercise will be responsible for the loss of members' property whilst use is made of the Sports Centre or related facilities.

### 3.8 Personal information

- The information we hold about you will not be passed on to any other organisation.

### 3.9 Communication

- We may contact you about promotions and events, our services and facilities, and important operational information about the Sports Centre. If you are NOT willing to receive this information, please advise us by email at [sport@st-andrews.ac.uk](mailto:sport@st-andrews.ac.uk).

### 3.10 Media and Photography Policy

- The University of St Andrews and Saints Sport recognise that from time to time the use of Information Communication Technology (ICT) and photographic & video equipment may be requested in its facilities (this includes all devices capable of capturing photographic and video content, including smartphones).
- Anyone intending to use ICT and/or photographic and video equipment at University Park must gain approval in advance from the Saints Sport and comply with the full terms and conditions outlined in the 'Media and Photography Policy'. Full details can be found at the Sports Centre Reception and online: [www.st-andrews.ac.uk/sport](http://www.st-andrews.ac.uk/sport)
- **Please be aware that:** accredited Saints Sport photographers may be present around the facility from time to time and cameras in and around the Sports Centre may be active for match analysis, promotional material, publicity purposes and one-off events deemed appropriate by Saints Sport Management.

### 3.11 Fitness Class Attendance

- Class receipts should be collected (from reception staff or self-service kiosks) at least 5 minutes prior to the class start time. Receipts must be handed to the Sports Assistant or class instructor. **Strictly no entry without a valid receipt.**
- Late arrival to a class may result in the refusal of admission by the member of staff or instructor.

### 3.12 Horizons (online booking facility): <http://www.st-andrews.ac.uk/sport/bookings/>

- Students and staff at the University of St Andrews do not need to register, please use your normal username and password.
- For community or Junior Saints members, please register on Horizons and create a username and password. You will need your membership number to hand.
- Only **Saints Sport Members** will be able to search for and book:
  - Facilities up to 14 days in advance (Full Access members).
  - Classes up to 2 days in advance
  - All Junior Saints weekly classes, holiday camps and Saints Sport golf lessons will be available to book more than 14 days in advance.
- If a search on Horizons returns a result of '**no spaces are available**', please contact reception. The class will usually still be running but places may have been limited to pay/enrol at reception only.

### 3.13 Cancellations & No shows

- Individuals who fail to turn up for a booking (class or activity) without a valid and verifiable explanation will be treated as follows:
  - **First offence** – Email reminding them of their responsibility to turn up to bookings
  - **Second offence** - Email reminding them of their responsibility to turn up to bookings and a warning of implications if there any future offences, i.e. a fine.
  - **Third offence** – A “no show” fine will be attributed to the individual’s account, meaning entry into the Sports Centre, or use of sports facilities will not be permitted until it is paid in full.
  - **Fourth offence and beyond** - Another “no show” fine will be attributed to the individual’s account, meaning entry into the Sports Centre, or use of sports facilities will not be permitted until it is paid. The individual’s membership will also be frozen for in turn preventing access for that period. No refund will be given.
  - A “No show” fine is the equivalent cost to a Community/non-member activity ticket
- Please note, late cancellations (less than 24 hours for a facility/activity booking and less than 2 hours for class) will treated as a no show.
- Any activity or class you have booked but can no longer attend can be cancelled:

- In person at the Sports Centre
- By phone, calling 01334 462190 and using option 1
- Online via Horizons, but only if you have used this method to book the specific activity/class.
- Saints Sport reserves the right to **change or cancel** any class/course at any time prior to the start. In the event of a change or cancellation Saints Sport will endeavour to provide as much advance warning as possible.

### 3.14 Payment and Refunds

- Any classes and courses booked must be paid for (if applicable) at the time of booking.
- Refunds for classes and courses are only given in exceptional circumstances, at the discretion of Saints Sport. All refunds will be pro-rata.
- Refunds for Personal Training sessions are offered strictly on a discretionary basis and will only be granted if a medical condition prevents continuation of the programme. A doctor's note will be required.

### 3.15 Personal Training

- Personal training sessions are booked directly with the personal trainer. 24hrs notice must be given when cancelling, failure to do so will result in the client being charged for the session.
- Personal Training sessions and blocks expire six (6) months from the date of purchase, no refund will be given if this time lapses.
- Personal Training tickets and blocks are purchased from Saints Sport and are not purchased with specific trainers. Should a trainer no longer be working with the facility, an alternative trainer will be offered for outstanding sessions.

### 3.16 Facility availability

- The Department of Sport and Exercise (DSE) is committed to providing facilities for the Athletic Union sports clubs. Facility availability during semester time will therefore be limited at peak times.

### 3.17 General

- The Department of Sport and Exercise reserves the right to:
  - Alter the regulations without prior notice.
  - Amend advertised charges without prior notice.
  - Suspend or withdraw any membership card for violation of the terms of membership and/or conditions of use of the facilities, and/or as requested by the University.
  - Alter class programmes as and when required.
  - Remove and/or subsequently ban any individual from gaining access to or using the facilities.

- Ban any individual and/or withdraw their membership
- Refuse to process a membership.

### 3.18 \*Initial Right to Cancel

- You have the right to cancel a Saints Sport membership contract within 14 days without giving any reason.
- The cancellation period will expire after 14 days from the day of the conclusion of the contract (submission of the application and payment). To exercise the right to cancel, you must inform us [University of St Andrews Sports Centre, St Leonards Road, St Andrews, Fife KY16 9DY, email [sport@st-andrews.ac.uk](mailto:sport@st-andrews.ac.uk) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email).
- To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the 14-day cancellation period has expired. Please note that where you exercise your right to cancel within the 14-day cancellation period, the effective cancellation date, being the date when your membership expires, can be no later than the last day of the 14-day cancellation period.

### 3.19 Effects of Initial Cancellation

- If you cancel the membership contract within the initial 14-day cancellation period, we will reimburse to you all payments received from you. We will make the reimbursement without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

### 3.20 Subsequent Right to Cancel

- Please note that if you do not cancel your contract within the initial 14-day cancellation period as set out above, your membership will continue until the next expiry of your contract.

## 4 **Privacy Notice - University Sports Centre: Saints Sport Membership**

### 4.1 Introduction

- This is a summary of the University's privacy notice, which introduces your privacy rights and how the University gathers, shares and makes use of information that you provided when applying for a Saints Sport membership, or when you subsequently made bookings to make use of University Sports Centre

facilities. The full version of this notice is available from the University website or you can ask for a copy by contacting the University Data Protection Office (please see below).

#### 4.2 Who we are and how you can contact us

- University of St Andrews, College Gate, North Street, St Andrews, KY16 9AJ, Fife, Scotland, UK (“the University”). The University is a charity registered in Scotland, No SC013532. You can get in touch with the University Data Protection Officer by email [dataprot@st-andrews.ac.uk](mailto:dataprot@st-andrews.ac.uk) or by post by writing to Mr Christopher Milne, Head of Information Assurance and Governance, University of St Andrews, Butts Wynd, North Street, St Andrews, KY16 9AJ.

#### 4.3 How we gather personal data

- Your personal details will have been passed to Saints Sport, either after completion of online matriculation, if you opted for those details to be passed on, or when applying for Saints Sport membership; and when bookings are made to use facilities. The University operates a CCTV system for the purposes of providing a safe environment and for the purposes of crime prevention and detection.

#### 4.4 How we use your personal data

- Your personal data is used by Saints Sport to administer your Saints Sport membership; and to prepare for and to provide you with services from the University Sports Centre. If you provide the University with feedback about your experiences of the Sports Centre, we will use that information to improve our services.

#### 4.5 Sharing and transferring your personal data

- Your personal data will be shared within the University; and with agents and contractors engaged by Saints Sport to administer your membership, and to provide you with the best possible service.

#### 4.6 Keeping your personal data

- Information about your Saints Sport membership will be destroyed 6 years after that subscription has ended.

#### 4.7 Your privacy rights

- You have the right to object to how the University makes use of your personal data. You also have the right to access, correct, sometimes delete and restrict the personal information we use. In addition, you have a right to complain to us and to the data protection regulator. The University Data Protection Officer can provide more details.



#### 4.8 Your consent

- The University may ask your permission, so that we can advise you of services and offers provided by Saints Sport. You do not have to give your permission to be contacted; if you do, you can at any time withdraw your consent.

#### 5 **Physical Activity Readiness Questionnaire (PAR-Q)**

- Regular physical activity is fun, healthy and increasingly more people are starting to become active every day. Being more active is very safe for most people. However, some should check with their doctor before they start.
- If you are planning to become more physically active than you are now, start by answering the seven questions below. If you are between the ages of 15-69, the questionnaire will tell you if you should check with your doctor before you start. If you are over 69 years of age, and you are not used to being active, check with your doctor.

#### 5.1 Common sense is your best guide when answering the following questions.

- Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor?
- Do you feel pain in your chest when you do physical activity?
- In the past month, have you had chest pain when you were not doing physical activity?
- Do you lose your balance because of dizziness or do you ever lose consciousness?
- Do you have a bone or joint problem that could be made worse by a change in your physical activity levels?
- Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or a heart condition?
- Do you know of any other reason why you should not do physical activity?

#### 5.2 If you answered YES to one or more questions:

- Talk with your doctor by phone or in person before you start becoming much more physically active or before you have a fitness appraisal. Tell your doctor about this questionnaire and which question(s) you answered YES.
- You may be able to do any activity you want – as long as you start slowly and build up gradually, or you may need to restrict your activities to those that are safe for you. Talk with your doctor about the kinds of activities you wish to participate in and follow his/her advice.

### 5.3 If you answered NO honestly to all questions:

- You can be reasonably sure that you can start becoming more physically active - begin slowly and build up gradually. This is the safest and easiest way to go.
- Delay becoming more active if:
- You are not feeling well because of temporary illness such as cold or fever – wait until you feel better.
- You are or may be pregnant – talk to your doctor before you start becoming more active.

## 6 **Gym Terms and Conditions**

### 6.1 Gym Inductions

- Free weight inductions are available on request and are designed to inform members of the many benefits obtained when lifting with free weights.
- It is the responsibility of each individual gym user to ensure they have completed a PAR-Q, and have read and agree to the Terms and Conditions of facility use, prior to using the gym.
- Saints Sport Full Access membership allows full use of the gym, but this does not include access to the Performance Suite.
- If further information is required, or if you would like to book an induction, please contact our Sports Assistants.

### 6.2 General

- All equipment **MUST** be used for the purpose for which it is intended.
- It is the responsibility of each individual gym user to wipe down equipment after use to avoid transferring germs, and to preserve equipment longevity.
- Mobile phones should only be used for listening to music; telephone calls must be taken outside of the gym.
- All non-essential belongings must be placed in a locker and not taken into the gym (bags, jackets, boots etc.)
- Equipment should not be removed and taken into another area of the gym.
- Any damaged or faulty equipment should be reported to a staff member straight away.
- A member of staff will regularly patrol the gym to be on hand to give help and advice, whilst also ensuring the terms and conditions are adhered to.

### 6.3 Cardiovascular Area

- The use of dumbbells on the cardiovascular machines is not permitted; for best results we recommend performing CV exercise and resistance training exercise separately.

- During busy times, you may be asked to limit your CV workout to 30 minutes (on any one piece of equipment).

#### 6.4 Free & Fixed Weights Areas

- To ensure all members can optimise their workouts, **please allow other members to 'work-in'** during your rest periods - do not 'claim' a machine for the duration of your workout.
- Appropriate footwear must be worn *at all times* including when deadlifting and squatting. We recommend purchasing a pair of deadlift slippers or something similar.
- The walls in the gym are for hanging pictures and dividing rooms, they are not for handstand push ups or putting your feet on to stretch.
- All free weights and free weight equipment must be handled with care; failure to do so may result in injury.
- Storing away bars and plates is your responsibility; please ensure you leave the area you are using clean and tidy.
- All exercisers should demonstrate safe and effective practice. If a member of staff deems a lift to be unsafe, you may be asked to modify your workout.
- The lifting platforms have been installed to allow members to barbell squats, deadlifts and perform some Olympic lifts safely. These lifts should only be carried out on the platforms provided. It is not safe or effective to be performing these lifts outside a lifting platform.
- **Olympic lifts should only be performed in this area by competent lifters who can demonstrate safe and effective technique, including the ability to control the bar in the event of a missed lift.**
- Dumbbells or barbells should not be dropped onto the wooden inserts of the lifting platforms.
- Barbells must be stored in the racks and not propped up against a wall.

### 7 **Informed Consent**

- When using the fitness facilities, including viewing fitness videos, you must be aware that the terms and conditions are in place to ensure best practice is followed and to ensure all members are treated fairly, and the facility equipment remains in the best possible state. **Failure to comply with the facility terms and conditions may result in termination of your membership.**
- I assume all risk for my health and well-being and hold harmless of any responsibility, the instructor, facility or any persons involved with my exercise sessions. I am aware of the Fitness Services that are available within the facility and online and I understand that questions about exercise procedures and recommendations are encouraged and welcomed by all staff.

- I understand that I can obtain guidance on the safe and effective use of equipment and facilities fitness training videos, and I know I can contact a member of staff at any point to answer any questions I may have.
- I certify that I have honestly answered **NO** to the questions outlined on the Medical History **Physical Activity Readiness Questionnaire (PAR-Q)**. I understand and agree that it is my responsibility to inform a member of the facility staff of any conditions or changes in my health, now and on going, which might affect my ability to exercise safely and with minimal risk of injury.
- I understand that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my exercise sessions. I understand that should I feel lightheaded, faint, dizzy, nauseous, or experience pain or discomfort, I am to stop the activity immediately. I give the staff of the facilities I train in permission to seek emergency medical services for me should I become injured or ill with the understanding that I am responsible for any expenses incurred.

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