

Terms and Conditions

These Terms and Conditions relate to memberships and bookings purchased by a user (“**you**”, “**your**” or the “**user**”) in relation to the sporting facilities (the “**Facilities**”) available at the University of Bristol - Sport, Exercise and Health (“**S.E.H**”, “**our**”, “**we**” or “**us**”), and unless stated otherwise relate to the services directly provided by S.E.H (the “**Services**”). They apply whenever you make a booking or purchase one of the memberships offered for sale at <https://bristol.ac.uk/sport/memberships/>, whether online or at one of our Facilities, and a binding contract between you and us, incorporating these Terms and Conditions, will be created once your booking or purchase is complete.

To help you gain the best from S.E.H. and to understand our responsibilities to you and your responsibilities to us, please read these Terms and Conditions carefully. Please note that different or additional terms may apply to other memberships, programmes, events and facilities, and we will make clear where this is the case. If you have any questions about these Terms and Conditions please email us at seh-enquiries@bristol.ac.uk or complete our online form available at <https://airtable.com/shrQB69DGC47eEu7E>.

For ease of use, these Terms and Conditions are broken down into the following sections:

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1. Your responsibilities

- 1.1 As a user of our Facilities, your use of the Facilities is subject to these Terms and Conditions, and you agree that you:
- (a) are the only person who will be able to instruct us in relation to your membership and any Services to which you have subscribed;
 - (b) will be responsible for paying for the Services (as and when the charges are due);
 - (c) will be responsible for paying any additional charges and fees for using the Facilities, Services and any sporting equipment made available by us to you for hire or as part of a membership, programme or booking ("**Equipment**") that are not covered by your membership category;
 - (d) will comply with all rules and regulations set out in these Terms and Conditions and the rules referred to within them, which govern the use of the Equipment and Facilities; and
 - (e) will comply with all reasonable instructions and requests by our staff.

2. Eligibility for membership

- 2.1. At the time of writing, memberships are available to purchase by:
- (a) students – this includes currently enrolled students of the University of Bristol only;
 - (b) staff & graduates – this includes currently employed staff and graduates of the University of Bristol only; and
 - (c) members of the Public - this includes anyone not in the above two groups.
- 2.1 Each Facility will provide you with the information about the range of Services and Equipment available and when you can access and use them (which may vary according to your category of membership).
- 2.2 Regardless of when your membership commences, gym members cannot begin using the gym equipment until they have either participated in an induction or completed our Health Commitment Statement: please see the [rules and regulations](#) for further details.

3. Membership types

- 3.1. Memberships can be purchased for different lengths of time in accordance with the policy in force at the time of purchase.
- 3.2. Details of the available membership categories and any restrictions relating to them are available on our website at <https://www.bristol.ac.uk/sport/memberships/>. Not all membership categories will be available at all times or to all users, and certain membership types will only be available at certain times, at our discretion.

4. Payment options

- 4.1. Payment for a membership must be made using one of the following schemes:
- (a) up-front in full (for an annual, monthly or 3 monthly pass – the 3-monthly option is only available to current students); or
 - (b) via direct debit where this is offered (see paragraph 5 below); or
 - (c) on a pay-as-you-go basis (where payment is made on the day that you use the Facilities).

5. Direct debit payments

- 5.1. This section applies where you opt to pay via direct debit for a membership or programme for which this payment option is available (details of which can be found on our memberships website at <https://www.bristol.ac.uk/sport/memberships/>).
- 5.2. Where you purchase a membership or programme via direct debit:

- (a) your first month's fees are collected from you by us either by debit / credit card at time of purchase (since your direct debit will not yet have been set up with your bank);
 - (b) your second month's fees will be collected via direct debit;
 - (c) subsequent direct debits will be collected monthly thereafter; and
 - (d) each payment made is not refundable (except in the exceptional circumstances outlined in paragraph 5.3 below).
- 5.3. The payment structure set out in paragraph 5.2 means that (subject to any cancellation validly notified in accordance with paragraph 13 below) if you sign up for a monthly rolling membership or programme, you are signing up and paying for a minimum of two months.
- 5.4. Your direct debit will continue until you cancel your membership in accordance with paragraph 16. For sports programmes (which are for a defined period of time), your direct debit will cease after the last monthly sum has been collected.
- 5.5. If any direct debit is returned unpaid for whatever reason and, despite us having notified you of a missed payment, further payments are missed, we reserve the right to, at our sole election, either suspend or terminate your membership, upon having given you written notice of our intention to do so.
- 5.6. The direct debits will commence on the date stated in the confirmation email we send you when you purchase a relevant membership or programme, under date of first direct debit.
- 5.7. If you take out your direct debit for your membership or programme before the 20th of a month (or the 18th in the case of February, or in each case if that date falls on a weekend then the preceding working day), your first debit payment will be for the remaining days of that month only (plus any joining fee payable). If you take out your direct debit for your membership or programme on or after the 20th of a month (or the 18th in the case of February, or in each case if that date falls on a weekend then the preceding working day) you will be debited for the remaining days of that month and the whole of the following month (plus any joining fee payable). This is because of processing deadlines associated with the Bankers' Automated Clearing System (BACS). After your first payment has been collected, subsequent direct debit payments will be collected on the 1st of each month or nearest working day thereafter.
- 5.8. If you have a direct debit for your membership or programme then (subject to paragraphs 5.2 and 5.3 above) it will continue until you give us written notice to cancel. In order to be effective, such notice to cancel must be received no later than the 20th of the calendar month in which you wish to cancel (or the 18th in the case of February, or in each case if that date falls on a weekend then the preceding working day). If cancellation is received later than this, your direct debit will come to an end at the end of the following month and you will also be charged for that month.
- 5.9. Collection via direct debit will not stop automatically after graduation: it is your responsibility to request the cancellation of the direct debit (with the exception of bursary memberships: see paragraph 12.3 below).
- 6. Joining fees**
- 6.1. Some memberships and programmes are subject to a joining fee, and where this is the case it will be shown on the web page where the membership is advertised.
- 6.2. Any joining fee will be collected from you by us by debit / credit card at time of purchase. Joining fees are applied to cover the administration costs associated with setting up a new membership and direct debit agreement (where applicable), as well as the induction process.
- 7. Changes by us to memberships categories, discontinuation**

- 7.1. We reserve the right to introduce changes to memberships, discontinue any category of our membership, introduce new categories of membership or change the price of memberships. We will give you not less than 1 month's notice of any change directly affecting your membership.
- 7.2. If your type of membership is discontinued and a suitable alternative membership is offered and is acceptable to you, your membership fees will change from the date the change applies (as notified to you in accordance with paragraph 7.1) to the current fees advertised for that category of membership at the Facility. Should the new membership fees be less than those currently being paid and you have paid in advance, we will give you a refund for the difference in fees from the date the change takes effect up to the next payment date. Refunds will be credited to the debit/credit card which was used for the initial payment.
- 7.3. Where a suitable alternative membership is offered and is not acceptable to you, or we are not able to offer you a suitable alternative, your membership will end following the end of the notice period referred to in paragraph 7.1, at which point we will give you a pro-rata refund of any payments made in advance for your current membership. Refunds will be credited to the debit/credit card which was used for the initial payment.
- 7.4. Where we notify you of any changes to these Terms and Conditions that adversely affect your membership category (including any increase in membership fees) and you are unhappy with them then, you may cancel your membership in accordance with paragraph 16 (this excludes changes to the name of a membership category, or purely structural changes to the Terms and Conditions).

8. Changes by you to your membership

- 8.1. We understand that your needs can change over time. You can therefore apply to change your membership category by contacting the Facility in writing at sports-members-admin@bristol.ac.uk (changes are at the sole discretion of the membership team, and in some cases proof of a change in circumstances – where relevant - may be required).
- 8.2. 'Downgrades' to a different category of membership can only be effected after the initial period of any membership has expired.
- 8.3. If you change membership categories, any change to your membership fees will be effective from the date on which your membership category changes in accordance with paragraph 8.2, at which point the fees payable will be those advertised for that category for new members at the Facility. You will not be entitled to any refund of any membership fees already paid in respect of the period up to the date the change takes effect.
- 8.4. You may upgrade your membership at any time (whenever an upgrade option is available) either online by accessing your account, by contacting us at sports-members-admin@bristol.ac.uk, or via our mobile app, subject to payment of any additional fees associated. Your upgraded membership will commence as soon as you have paid for your upgrade.

9. Users requiring assistance

- 9.1. If you have a disability which means that you need someone to help you use the Services and / or to access a Facility, your assistant will be required to register with us, to access the Facility. No fee will be payable for or by your assistant in this capacity, however, the assistant can only use the Facility to help you.
- 9.2. If your assistant would like to have their own independent access to use the Services, they will have to take out their own membership.

10. Public users

- 10.1. If you are not a member of staff or a student of the University of Bristol, you will be categorised as a public user.
- 10.2. If you are a public user, you will need to have your photograph taken for your S.E.H. ID/account (with the exception of any day pass users). This will allow us to check your identity when you

enter a Facility and during the use of the Services. You must always carry your ID card (or account) with you when using the Facilities.

- 10.3. You may use the Services as a day user (which does not entitle you to a membership) and you will be charged at the standard day-pass rate at the time in force: see details at <https://bristol.ac.uk/sport/memberships/payg/>.

11. Membership freezes

- 11.1. If you pay your annual membership monthly via direct debit, you can freeze your membership for in one month intervals, by contacting sports-members-admin@bristol.ac.uk. This option applies to individual memberships only and does not apply to direct debits for programmes, including the Tennis programme, Swim School or the Talent Academy, or for monthly memberships.
- 11.2. Memberships frozen in accordance with paragraph 11.1 are frozen by month rather than by day and a monthly payment of £10 will be taken instead of your standard membership cycle fee amount, until your membership is reinstated.
- 11.3. Because of processing deadlines associated with the Bankers' Automated Clearing System (BACS), if the freeze applied to your membership is not effective before the 20th of a month (or the 18th in the case of February, or in each case if that date falls on a weekend then the preceding working day), then the reduced rate will be payable from the following month.
- 11.4. If you elect to reinstate your membership during the month in which your membership is frozen (which is at our discretion), then the full fee will be payable for the month in question.

12. Bursary memberships

- 12.1. Bursary memberships are available for University of Bristol Bursary holders, and run annually from 1 September to 31 August.
- 12.2. Membership fees are set as part of the annual pricing review and will be applicable from 1 September to 31 December. The applicable bursary discount will be applied to the full membership fee for this period. The Bursary Discount will also be applied for the following period 1 January to 31 August (for so long as the member benefits from a bursary). Further details are available on request (there is no reduction in fees for payments made by direct debit).
- 12.3. Payments can also be paid by direct debit but all memberships subject to a bursary (and direct debits relating to these memberships) will be terminated on the 31st August each year (and paragraph 5.8 above will not apply).
- 12.4. The membership fee paid will be applied based on the level of bursary received at the point of purchase (as confirmed by the Fees and Funding Office). There will be adjustments to the membership fees if the level of bursary changes during the academic year.

13. Ending your membership or programme early: cooling off period

- 13.1. We offer a 14-day cooling off period, during which you can cancel your membership or programme without additional charges, and obtain a full refund for any Services paid for and not used. The 14-day period runs from the date on which your membership commences.
- 13.2. You agree that if you cancel your membership or programme within the 14 day period having already made use of the Facilities during that period, you will be refunded any monies paid, less an amount for the use you have made. Such reduction is calculated as follows:
 - (a) in the case of memberships, based on a flat day rate of £1.50, so for example if you cancel after 1 week having already used the Facilities twice, your refund will be reduced by £3.00; and
 - (b) in the case of programmes, based pro rata on how many sessions you have attended (so for example if your programme lasts 10 weeks and you cancel within 14 days having attended 2 sessions, you would be refunded 80% of the fees you paid).

13.3. Please note that any admin or booking fee which applies when you purchase your membership is not refundable.

13.4. In order to exercise this cooling off right, you should notify us by email at sports-members-admin@bristol.ac.uk (and such notice will have effect as set out in paragraph 17 (Service of notices) below).

14. Cancellation due to a change in service or to these terms and conditions

14.1. Where we notify you of a change to these Terms and Conditions which affects your membership, or of any material change to the Services we offer you as part of your membership or a programme you have booked, you may cancel your membership by giving us 1 months' notice in accordance with paragraph 16 below.

14.2. Your membership or programme participation will terminate following the end of the 1-month period, at which point we will give you a pro-rated refund of any payments made in advance for your current membership or programme. Please note that paragraph 5.8 will apply if you terminate in these circumstances, such that if your notice to cancel is received later than 10 days before the end of the calendar month in which you wish to cancel, you will still be charged via direct debit for the following month.

14.3. For the avoidance of doubt, this cancellation right does not arise in the case of updates to these Terms and Conditions from time to time which do not affect your membership or programme (for example structural changes or the introduction of new membership types or payment options).

15. Cancellation by you due to a change in your circumstances

15.1. You can apply to cancel your membership at any time (by notifying us in writing in accordance with paragraph 17 below) where you:

- (a) are suffering from a medical condition which means you are unable to use the intended services, where a doctor or medical practitioner's opinion prohibits you from exercising (this includes pregnancy); or
- (b) are no longer enrolled as a student at the University of Bristol as your studies were suspended during an academic term resulting in you leaving the University part way through the academic year.

15.2. Any refund of membership fees in the above cases:

- (a) will only be granted upon receipt of satisfactory evidence (for medical reasons this must be a doctor's note, prescription or other official medical documentation; if you are no longer enrolled as a student, this must be official paperwork provided by your Faculty and, in each case, the decision of S.E.H management is final on the matter); and
- (b) will be applied on a pro-rata basis (so for example if you have an annual membership and cancellation is effective from half way through the membership period, your refund will be of 50% of the fees paid).

15.3. Any admin fee you paid when you started your membership is non-refundable.

16. Cancellation for any other reason

16.1. If you wish to cancel your membership or programme booking (other than during the cooling off period or in accordance with paragraph 14 (Cancellation due to a change in service or to these terms and **conditions**) or paragraph 15 (Cancellation by you due to a change in your circumstances)), you should notify us in writing in accordance with paragraph 17 (Service of notices) below.

16.2. Without prejudice to anything stated elsewhere in these Terms and Conditions, if you notify us that you wish to cancel your membership the following provisions will apply:

- (a) if you have a paid-up membership (paid in full) your membership will end automatically at the end of your membership term;
- (b) if you pay for your membership by direct debit, your membership will continue until your direct debit is cancelled in accordance with paragraph 5 (Direct debit payments) above). If you miss the cancellation deadlines referred to in paragraph 5 (Direct debit payments), your direct debit membership will come to an end at the end of the following month and you will also be charged for that month; and
- (c) if you pay for your membership by direct debit on a monthly rolling basis and you cancel during the first month of membership, then (except where you are exercising your cooling off rights under paragraph 13 above) paragraphs 5.2 and 5.3 will apply and you will still be charged the first direct debit payment which is collected for the second month of membership.

17. Service of notices

17.1. Any notice by you (including a notice to cancel your membership) must be in writing and sent either:

- (a) by post, marked for the attention of the Memberships Team and sent to Indoor Sports Centre, 3 Tyndall Avenue, Bristol, BS8 1TP; or
- (b) by email to sports-members-admin@bristol.ac.uk (including "Cancellation" in the subject line) and (if you are required to provide evidence in the case of cancellation under paragraph 15.1 (Cancellation by you due to a change in your circumstances), this should be attached to the email.

17.2. Subject to paragraph 17.3 below, your notice will be deemed to have been received as follows:

Method for serving of Notice	Deemed service of notice date and time
Pre-paid post, recorded delivery or other next working day delivery service	9.00am on the second business day after posting on which the University is open.
Email	At the time of transmission

17.3. If you are required to provide evidence in the case of cancellation under paragraph 15.1 (Cancellation by you due to a change in your circumstances), your notice is deemed to have been received on the date we are provided with such evidence as we deem satisfactory.

17.4. We strongly advise that when you give notice you get proof that we have received it. For example if you send us your notice by email, ask for an acknowledgement of receipt or if sent by post, ask for proof of delivery.

17.5. Any notice or other formal communication sent by us (including a notice to change these Terms and Conditions or the Services) will be sent to you via email and will be deemed to have been served at the time of transmission when sent to the most recent email address we have on record.

17.6. It is your responsibility to let us know as soon as possible if your contact details change.

18. Equipment hire

18.1. We may make Equipment available for hire at the Facilities. Please ask at Reception for details.

18.2. You must pay Equipment hire charges in advance by credit or debit card before you borrow the Equipment.

18.3. You must return Equipment at the end of the session or by the time and date specified in the booking, in the condition in which it was supplied to you (fair wear and tear is excepted).

18.4. You may be asked to pay a deposit for hiring Equipment. Where this is the case, we will be entitled to keep part or all of the deposit if you do not return the Equipment at the end of the

session or by the time or date agreed, or if you return the Equipment in a damaged state (fair wear and tear is excepted).

- 18.5. If the Equipment is badly damaged, or not returned at all, we reserve the right to charge you for all our costs incurred in repairing or replacing the Equipment.
- 18.6. Equipment is for your personal use only while you are at a Facility. You must not lend, hire, or sell the Equipment, or take it away to use at another location.

19. Other (non-membership based) services

- 19.1. For details of the [rules and regulations](#) applicable where you book a Facility or purchase a programme, please see the separate page.
- 19.2. For all S.E.H programmes (including the [Tennis programme and Swim School](#) and the [Talent Academy](#)) payments must be made in advance of the start date of the course, either by direct debit or online payment via debit/credit card. For all such programmes, payment covers the length of the course advertised, and any missed lessons are non-refundable. For example:
 - (e) the [swimming](#) and [tennis](#) programmes operate on a 50-week rolling schedule; and
 - (f) the [Talent Academy](#) programme operates from September to July.
- 19.3. Bookings for Facilities are payable in full in advance unless otherwise stated in this paragraph 19.
- 19.4. **Individual class or court bookings** - when you make a one-off booking for a class or a court, the following terms apply:
 - (a) chargeable 'Pay as you Go' bookings made via <https://www.bristol.ac.uk/sport/memberships/payg/> or via our app can be cancelled up to 3 hours in advance via the portal or the app, and no charge will be made (if you cancel within 3 hours prior to the start time of the booking, then you will be charged in full); and
 - (b) ad-hoc bookings made through our bookings team and which are missed or cancelled with less than 48 hours' notice will be charged at full cost. Refunds for cancelled online bookings will be provided as credit notes in the first instance. If requested in writing refunds will be provided at reception.
- 19.5. **Regular/block bookings (Coombe Dingle Sports Complex, Swimming Pool, Indoor Sports Centre)** - whenever you make a booking of this kind, the following terms apply:
 - (a) the hirer shall be responsible for payment and any other charges to do with the hire. Invoices must be paid within 30 days of receipt. Failure to so may result in your booking being cancelled. The hirer shall be liable for any additional expenses incurred if an event overruns;
 - (b) we can add to, change, withdraw or cancel facilities or activities from any of the Facilities without notice. This includes closing a Facility or changes to its opening hours for safety reasons and maintenance – where you wish to cancel a regular or block booking as a result of changes imposed by us, you can apply for a refund or credit note;
 - (c) any application for refunds or cancellations of block bookings must be made in writing and can be e-mailed or sent into the seh-bookings@bristol.ac.uk, stating the details of (and reasons for) the refund requested;
 - (d) Special events organised by us may take precedence over existing bookings;
 - (e) we reserve the right decline any application for hire;
 - (f) bookings missed or cancelled by you less than 48 hours' ahead of the start time for the booking will be charged in full;
 - (g) external bookings (for 10 sessions or more) and / or where a VAT exemption applies: cancelling a session and requesting a refund will mean the block booking is interrupted, and we will no longer be able to apply a VAT exemption to the overall series. In

this situation, please contact us to discuss how this affects the amount you will be invoiced; and

- (h) specified holiday membership offers including (without limitation) Festive Fit, Spring Saver and Summer Saver cannot be refunded after purchase, except for the reasons outlined in paragraph 13 (Ending your membership or programme early: cooling off period) or paragraph 15 (Cancellation by you due to a change in your circumstances).

19.6. **Sports Medicine Clinic** - whenever you make a booking of this kind (available via our website <https://www.bristol.ac.uk/sport/clinic/>), you will be asked to agree to separate terms, and the following terms will apply to any cancellations or 'no-shows':

- (a) to cancel or re-arrange an appointment, you must contact us at least 24 hours in advance. Cancellations within 24 hours will incur a £20 cancellation fee;
- (b) failure to attend your appointment without contacting us will incur a charge for the full appointment fee. This charge will be visible upon the individual's account (visible online or via our app), and until paid will prevent further admission to, and use of facilities and services;
- (c) refunds for cancelled online bookings will be provided as credit notes in the first instance: if requested in writing refunds will be provided at reception.

20. Cancelling pre-booked activities

20.1. If you are unable to attend a booked activity (other than court bookings and regular / block bookings which are covered at paragraphs 19.4 and 19.5 above), you can cancel up to 3 hours before the scheduled start time of the session online (if the session is included in your subscription). This is to ensure the opportunity for other members to attend the session.

21. Service standards

21.1. We will use all reasonable endeavours to provide Services with reasonable care and skill. Where you use any Services, you must be honest and truthful with us about any medical conditions which you have.

21.2. Subject to paragraph 26 (Liability):

- (a) we will not be responsible for any injury or damage which occurs because you have not told the advisor or have not followed an advisor's advice or instructions; and
- (b) we are not responsible or liable to you in any way for any services provided by a third-party delivery agent using our Facilities (including non-University community clubs): should you experience any issues with a third party provider, you should contact them in the first instance.

22. Making changes to the facilities, services, activities and related terms

22.1. We may increase, change, reduce or withdraw Services and activities in any of the Facilities either permanently or temporarily.

22.2. If we decide to make such changes, we will give you reasonable notice and, depending on the nature of the change, cancellation rights referred to in paragraph 14 (Cancellation due to a change in service or to these terms and conditions), may apply.

22.3. Opening and closing times are displayed on our website and our App: these may vary during holiday periods. We may change the opening hours at any time, at our sole discretion. Where such changes are made we will, where reasonably possible, display notices at the affected Facilities and on the website, notifying users of the change.

22.4. Your right to access and use the Services is in common with all other users of the Facilities. You acknowledge and accept that use of the Services is on a first come first serve basis and you may be unable to access certain Services at particular times if they are being used by other users (for

example if all the badminton courts are booked out or if the swimming pool is reserved for swim classes).

- 22.5. If emergency or planned maintenance is being carried out, some Services may be temporarily suspended until such maintenance is completed. We will seek to keep disruption to a minimum in such cases and will keep users of the Services informed as to any temporary access restrictions.
- 22.6. We reserve the right to vary, revoke or add to these Terms and Conditions, including the rules and regulation referred to within them, at any time. Without prejudice to your rights under these Terms and Conditions, we will use reasonable endeavours to give you at least one month's advance notice in the event that any changes to the above are being implemented.

23. Consequences of you breaching these terms and conditions

- 23.1. In the event you are found to have breached these Terms and Conditions (including the rules and regulations referred to within them), we reserve the right to take some or all of the following actions:
- (a) where warranted by the circumstances, we may report you to the Police and/or the security team;
 - (b) where University security policies have been breached, we may confiscate of your ID card, which will be delivered to the security team, who will assess any potential safety issues;
 - (c) we may ask you to leave the premises immediately and cease any activities in progress;
 - (d) we may impose 'strikes' against your membership, as set out in more detail in our [rules and regulations](#);
 - (e) we may to refuse entry to and use of the Facilities whilst we investigate your conduct;
 - (f) we may impose a 10-day ban, effective across all Facilities, after which normal access will resume;
 - (g) repeat violations will be escalated to a member of the S.E.H senior management team, and additional sanctions may be imposed, which can include an extended ban of up to one year, or a permanent ban. Such cases may also be escalated to the security team for further action where necessary; and
 - (h) in the event of a serious breach, repeated breaches, or otherwise where you do not or cannot rectify a breach within 7 days of us writing to you, we may terminate your membership (without any refund, and at the ultimate discretion of the S.E.H. Senior Leadership team).

24. Bristol Moves+

- 24.1. Bristol Moves + is an app that tracks and rewards you for the activity you do. It is available for download via the App store and Play store. The specific terms of use which govern the provision of this service by the University are available at <https://www.bristol.ac.uk/sport/moves/termsfuse/>.

25. Privacy

- 25.1. For information on how we collect, use and share your personal data (including details of third party platforms which may process your personal data), and your rights in relation to the processing of your personal data, please refer to our [Privacy Notice](#).

26. Liability

- 26.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury caused by our negligence), we are not legally responsible for any:
- (a) losses that were not foreseeable to you and us when the contract was formed;
 - (b) losses that were not caused by any breach on our part;

- (c) business losses; or
- (d) losses to non-consumers.

26.2. Subject to paragraph 26.1:

- (a) we will not be liable for any accident, injury, loss or damage you suffer in as a result of an action or omission against our instruction, advice, or against your medical practitioner's medical advice: you do so at your own risk; and
- (b) the University accepts no liability for loss or damage arising from use of the hirer's or third-party equipment whilst on University premises.

26.3. Vehicles parked at the Facilities are done so at the sole risk of the owner. We do not accept liability for theft, loss or damage to any vehicles parked at the Facilities.

26.4. Subject to paragraph 26.1, if we are found to be liable to you for any losses, damage or compensation under these Terms and Conditions (whether as a result of our breach of them or otherwise), our total liability to you shall be limited to the amount of your membership fee for the current term of your membership.

26.5. If an event beyond the reasonable control of a party (including, without limitation, inability to secure labour, materials or supplies or as a result of any act of God, war, strike, lock-out or other labour dispute, epidemic, pandemic, fire, flood, drought or change in law) prevents or delays performance of a party's obligations under these Terms and Conditions, the obligations of the parties shall be suspended for so long as the event means that performance is not possible or delayed.

27. Complaints and feedback

27.1. We are committed to making sure our members are satisfied with the service we provide, but we are realistic enough to know that things do not go according to plan all the time. If you have a complaint, we want to know about it as soon as possible so that we may fully investigate it and resolve it.

27.2. If you have a complaint, the following shall apply in this order:

- (a) you should first tell a member of the team at the relevant Facility. If you are not satisfied with the response, you should either contact the supervisor on duty at the Facility if they are available, or use the online feedback form <https://airtable.com/appQKpAZt5dBrKbKd/shrTV0YyEkNIJNZ5m>;
- (b) if you are still not satisfied, you should contact the relevant Divisional Manager by emailing sports-members-admin@bristol.ac.uk outlining your complaint and addressing it for the attention of a Divisional Manager; and
- (c) if you are still unsatisfied with our response or the way your complaint has been handled, you can write to the Director of Sport, Exercise and Health by emailing sports-members-admin@bristol.ac.uk outlining your complaint and addressing it for the attention of the Director of Sport. You agree to comply with the complaints procedure as outlined above. We are not under any obligation to consider complaints that do not follow the procedure outlined above.

28. Applicable law and jurisdiction

28.1. If a dispute cannot be resolved in accordance with our complaint handling policy referred to in paragraph 27 (Complaints and feedback) or you are unhappy with the outcome, you may want to use alternative dispute resolution ("ADR").

28.2. ADR is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Centre for Effective Dispute Resolution

(“CEDR”) via their website: <https://www.cedr.com/>. CEDR will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

- 28.3. If you do not wish to use ADR or are unhappy with the outcome of ADR, you can still bring court proceedings.
- 28.4. The laws of England and Wales apply to these Terms and Conditions, and any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

Updated April 2025, applicable from 01 June 2025