



University of
St Andrews

Saints Sport terms and conditions

Document Type	Terms and conditions
Scope (applies to)	Public
Applicability date	30/01/2020
Review/expiry date	01/08/2022
Approved date	16/10/2020
Approver	Saints Sport Management
Document Owner	Assistant Director (Facilities and Operations)
School / unit	Saints Sport
Document status	Active
Information classification	Public
Equality impact assessment	None
Key terms	Sports Centre, terms, conditions
Purpose	This document outlines the terms and conditions of use for the University Sports Centre and all Saints Sport services

Version number	Purpose / changes	Document status	Author of changes, role and school / unit	Date
1.1	Update	In draft	Assistant Director (Facilities and Operations), Saints Sport	10/05/2018
2.0	Approved	Active	Saints Sport Management	15/05/2018
2.1	Update	In draft	Assistant Director (Facilities and Operations), Saints Sport	25/01/2020
3.0	Approved	Active	Saints Sport Management	30/01/2020
3.1	Update	In draft	Assistant Director (Facilities and Operations), Saints Sport	12/10/2020
4.0	Approved	Active	Saints Sport Management	16/10/2020
4.1	Update to media & photography section	In draft	Assistant Director (Commercial Operations),	04/11/2021

	and review		Saints Sport	
--	------------	--	--------------	--

1 Introduction

These terms and conditions outline the expectations of those individuals and groups who use the University of St Andrews sports facilities at Saints Sport, 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 overarching title and brand that encompasses all the facilities, services, and activities of the University of St Andrews sports department, including the autonomous Athletic Union, our teams, clubs, athletes, and staff.
- **Saints Sport membership** – refers to those individuals who have a Saints Sport or Sports Club membership allowing them to use the facilities at University Park and associated 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 General

- Saints Sport 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

3.2 Clothing and Footwear

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

3.3 Personal property

- Neither the University Court of the University of St Andrews nor Saints Sport will be responsible for the loss of members' property whilst use is made of the facilities at University Park.

3.4 Facility availability

- Saints Sport is committed to providing facilities for the Athletic Union sports clubs. Facility availability during semester time will therefore be limited at peak times.

4 **Membership**

4.1 Saints Sport Memberships (including sports club 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.

4.2 Membership Cards

- **Please carry your membership card (University ID card for students and staff) with you at all times** when visiting Saints Sport.
- 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 card at the turnstiles on arrival in Reception 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.

4.3 Digital photograph (Community members only):

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

4.4 *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 [Saints Sport, University Park, St Leonards Road, St Andrews, Fife, KY16 9DY, email saintsdutymanager@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.

4.5 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.

4.6 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.

5 **Privacy Notice - Saints Sport Membership**

5.1 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 the University's sports 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).

5.2 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 or by post by writing to Mr Christopher Milne, Head of Information Assurance and Governance, Office of the Principal, University of St Andrews, Walter Bower House, Main Street, Guardbridge, St Andrews, KY16 0US.

5.3 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.

5.4 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 Saints Sport. If you provide the University with feedback about your experiences of Saints Sport, we will use that information to improve our services.

5.5 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.

5.6 Keeping your personal data

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

5.7 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.

5.8 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.

6 **Health and safety**

6.1 Health and safety policy

- As the employer, the University of St Andrews is required by law under **the Health and Safety at Work Act 1974** to have a general statement of Health and Safety. The full policy can be found on our website at www.st-andrews.ac.uk/sport

6.2 PARQ

- 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 in Section 10 of this

document, online (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.

6.3 Gym induction

- 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.

6.4 Medical information

- All Members must complete the **PAR-Q** (declaring any medical conditions) set out at Section 10 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.

7 **Bookings and cancellations**

7.1 Conditions of hire

- Full details outlining the conditions binding on all those individuals or organisations entering into a contract with the University upon booking and hiring sports facilities, equipment and/or specialist staff can be found on our website at www.st-andrews.ac.uk/sport

7.2 Online booking system (Horizons): <https://sportbooking.st-andrews.ac.uk/bookings/>

- Students and staff at the University of St Andrews do not need to register, please use your normal username and password.

- For Community Members 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 7 days in advance
 - Classes up to 7 days in advance
 - All Junior Saints weekly classes, holiday camps and Saints Sport golf lessons will be available to book further 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.

7.3 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 are any future offences, i.e., a fine.
 - **Third offence** – A “no show” fine will be attributed to the individual’s account, meaning entry into Saints Sport, 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 Saints Sport, 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 be treated as a no show.
- Any activity or class you have booked but can no longer attend can be cancelled:
 - In person at the Saints Sport Reception
 - By phone, calling 01334 462190
 - 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.

7.4 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.

7.5 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.

7.6 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.

8 **Media and photography**

8.1 Information Communication Technology (ICT)

- The University of St Andrews and Saints Sport recognise that from time to time the use of Information Communication Technology (ICT) and photographic and 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 Saints Sport and the facilities at University Park must gain approval in advance from Saints Sport by completing the [ICT, Photographic, Video Request Form](#) or by emailing saintsdutymanager@st-andrews.ac.uk.
- All reasonable requests will be considered, but please note that the use of photographic or recording equipment is **strictly forbidden**:
 - in or close to changing rooms/areas
 - in the main gym (with the exception of authorised members of staff for promotional purposes)
- Members of the press and photographers/film crews from television or commercial companies must be cleared through the [University Press Office](#), before an application is made to Saints Sport.

- Use of ICT, photographic or video equipment **must not** interfere with any fixture, activity or fitness class, or the privacy and safety of Saints Sport members or facility users, and must not violate any University policies, rules, or regulations.
- Users of ICT, photograph or video equipment must understand they are solely responsible for acquiring the consent of each person photographed, filmed, or videoed. Without this consent, images must not be taken, stored, passed on or publicised in any form, including use on social media. In cases where children and adolescents up to the age of 18 are the proposed subjects, permission must be granted by the child's parents or guardians, and this should be checked prior to the activity with the event organiser/teacher.
- Users of ICT, photograph or video equipment should be aware that Saints Sport staff, members and users of the University sports facilities may prefer not to be videoed or photographed, and their wishes **MUST** be respected.
- No unsupervised access is permitted for users of ICT, photograph or video equipment with children or adolescents up to the age of 18.
- Where photographers are expected to cover a particular event, all materials promoting that event must state that accredited photographers will be in attendance.
- The University of St Andrews and Saints Sport reserve the right at all times to prohibit the use of ICT, photographic, film or video equipment at any activity or event staged in its facilities or terminate any media activity that causes any undue disturbance, violates University policies or regulations, or endangers the health, safety or privacy of participants, visitors, or Saints Sport staff.
- The University reserves the right to suspend or terminate the membership of anyone who does not follow these guidelines, particularly where the privacy of other users is disregarded, or their consent is not given to be included in photographs or videos.
- **Please be aware that:** accredited Saints Sport photographers may be present around the facility from time to time and cameras in and around the facilities at Saints Sport, University Park may be active for video analysis, promotional and publicity purposes (including live streaming and live or pre-recorded streaming over the internet to general audiences) and one-off events deemed appropriate by Saints Sport Management.

9 Marketing and communication

9.1 Communication

- We may contact you about promotions and events, our services and facilities, and important operational information from Saints Sport. If you are NOT willing to receive this information, please advise us by email at sport@st-andrews.ac.uk.

10 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.

10.1 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?

10.2 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.

10.3 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.

11 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.

12 Gym Terms and Conditions

12.1 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 Student, Staff and Community memberships allow 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.

12.2 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.

12.3 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).

12.4 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.

Version number	Purpose / changes	Document status	Author of changes, role and school / unit	Date
1.1	Update	In draft	Assistant Director (Facilities and Operations), Saints Sport	10/05/2018
2.0	Approved	Active	Saints Sport Management	15/052018
2.1	Update	In draft	Assistant Director (Facilities and Operations), Saints Sport	25/01/2020
3.0	Approved	Active	Saints Sport Management	30/01/2020
3.1	Update	In draft	Assistant Director (Facilities and Operations), Saints Sport	12/10/2020
4.0	Approved	Active	Saints Sport Management	16/10/2020
4.1	Update to media & photography section and review	In draft	Assistant Director (Commercial Operations), Saints Sport	04/11/2021

