

Terms & Conditions – UL Sport



UNIVERSITY OF
LIMERICK
OLLSCOIL LUIMNIGH

UL SPORT
IRELAND'S SPORTS CAMPUS

Definitions

UL Sport: Identity term encompassing all sport and physical recreation at University of Limerick (inclusive of services, programmes, products, facilities and all other sport related activity managed or overseen by the UL Sport).

Agreement: Means together the application form, membership fees and these conditions.

Application form: Means the application for membership or use of the facilities.

Conduct: Means the behaviour standards required in the facilities as displayed within the facilities or otherwise notified to members and users.

Courses/camps: A scheduled activity programme set out over a number of days/weeks held in UL Sport facilities.

Facilities: Means UL Sport Arena Sports Centre (on campus) or such other sports facilities under the control of the university.

Fitness classes: A timetabled exercise class held in UL Sport facilities.

Member(s): Means a current registered member of the facility ('you').

Membership fees: Means the charges payable for your category of membership set out in your application form for use of the facilities. Additional charges for membership fees also include separate re-join fees for any lapsed payment as applicable.

Private lessons/PT/fitness appointments: A scheduled 30/60 minute private appointment with a qualified UL Sport staff member held in UL Sport facilities.

Staff: Means the UL Sport employees and/or such other persons contracted by the university/UL Sport to carry out services on its behalf.

User(s): Means user(s) of the facilities through the 'pay as you go' option and/or authorised guests.

Working days: Monday-Sunday subject to the advertised opening and closing times and notified closed days of UL Sport.

1. Commencement, initial term and continuous membership

1.1 This agreement shall commence on the date of joining following acceptance of your application and shall continue in force for the initial term subject to earlier termination set out in conditions 4 or 5. Memberships paid by monthly payments shall automatically continue after the initial term until terminated in accordance with conditions 4 or 5.

2. Membership and entry

2.1 UL Sport reserves the right to reject any application for membership or renewal of membership.
2.2 UL Sport reserves the right to refuse admission to the facilities at UL Sport's discretion. Members will be required to cease using the facilities or refrain from commencing use of facilities at times specified.

3. Membership fees

3.1 The member shall pay the membership fees to UL Sport for the use of the facilities at specified times. The payment method shall be agreed at the time of application and may include (but it is not limited to): payment in full or payment in monthly instalments by direct debit, standing order or salary deduction.

3.2 Membership fees may be subject to an annual price changes to reflect inflation. The membership fees may increase by an inflationary amount from 1st September each year and you will be notified of this change via the email provided by you. If you do not wish to accept this subscription increase, you may cancel membership by giving UL Sport not less than one month's written notice. The member giving notice must continue to pay membership fees at the prevailing rate prior to any increase until the end of such notice period.

4. Termination by us

4.1 Without prejudice to any rights or remedies which you or we may have, we may terminate this agreement immediately on giving written notice to you if:

- i. You fail to pay any amount due under the agreement on the due date for payment.
- ii. You commit a material breach of the agreement and/or conduct.
- iii. You provide us with details which you know to be false when requested and/or when applying for membership and the false declaration would have reasonably affected our decision to grant your membership; or
- iv. Your membership or membership card is misused.
- v. If three payment failures occur for a member with direct debit payment method, with UL Sport not responsible. It is a member's responsibility to ensure with their bank that the monthly debits can be facilitated. Should a payment failure occur with UL Sport not responsible, the member must ensure the appropriate monthly fee plus a €5 administration charge is paid no later than 10th of that particular month.

5. Termination by you

5.1 For a prepaid membership – this cannot be terminated prior to the agreed end date upon joining. No refunds for membership are available.
5.2 Should you unfortunately become unable to partake in exercise due to illness or injury, you may apply to 'freeze' your membership via email to ulsport.admin@ul.ie for a minimum of one month and maximum of three. To progress this request, evidence from your medical professional will be required. This option will require a one week notice period for administration and a membership freeze cannot be arranged retrospectively.
5.3 Memberships with a monthly payment method operate on a rolling contract with a minimum initial term of 12 months. After this minimum term, cancellation can be arranged in writing or via email (ulsport.admin@ul.ie) and with a (minimum) 30 – 45 days' (maximum) notice required.

6. Booking Terms & Conditions

6.1 Bookings can be made online via our UL Sport App or via our website at www.ulsport.ie. This facility is available to our members and users. Members and users may make a request/booking in person, over the phone or contacting the Bookings Office on 061-213555, email sales.ulsport@ul.ie. All confirmed facility bookings will be confirmed by email.
6.2 You must register before using the online booking system by completing the online registration process. You will need to supply the following details, first name, surname, contact telephone and valid email address (other facilities/services/courses will require further details). You will also need to create your own secure password.
6.3 Active UL Student and Active UL Staff may avail of discounted rates. Customers who wish to avail of these rates will be required to present appropriate valid UL Student/Staff cards at the front desk to UL Sport facilities staff. Once the staff are satisfied with the card provided the customers' status will be validated. Refunds will not be provided for previous bookings made before UL Student/Staff status is verified.
6.4 All UL Sport bookings are subject to payment in full in advance. Provisional bookings are not accepted. Cheques must be made payable to "UL Sport".

- 6.5 Fitness classes/camps/courses – if we determine that there is insufficient numbers for a class/course we reserve the right to cancel or postpone before its original start date. As much notice as possible will be provided and a full refund will be offered if no suitable alternative arrangement is found. Course transfers may be possible by contacting reception or the Course Co-ordinator. If additional payment is required this will be collected at the time of the transfer.
- 6.6 All booking cancellations must be completed in accordance with individual activity notice periods. Cancellation of bookings with less than the required notice periods will not be entitled to a transfer or a refund. Bookings may be transferred to an alternative day/time, but this is subject to availability.
- i. Fitness class - minimum 3 hours' notice required.
 - ii. Facility/event hire - minimum 10 days' notice required.
 - iii. Courses/activity camps - minimum 7 days' notice required.
 - iv. Private lessons/personal training/fitness appointment - minimum 24 hours' notice required.
 - v. All other activities - minimum 24 hours' notice required.
- 6.7 If customers book and pay for a class, activity or facility using third party online promotions, they will be required to present their emailed booking confirmation on arrival.
- 6.8 Users cannot make bookings on behalf of other users, and bookings are strictly non-transferrable.
- 6.9 Bookings outside of UL Sport agreed hours are subject to request and may incur additional charges.
- 6.10 Changing room facilities for outdoor facilities are subject to availability and will only be made available to users.
- 6.11 For all block bookings if a group fails to attend their weekly slot for two weeks running without sufficient notice the remainder of the block will be cancelled.
- 6.12 All facility fees may be subject to an annual price changes to reflect inflation, these fees may increase by an inflationary amount from 1st September each year.
- 6.13 All bookings must comply with the facilities rules and conduct as detailed below.

7 Facilities rules and conduct

- 7.1 Members and users must produce their membership ID/booking confirmation on each visit to UL Sport facilities; failure to do this may result in entry being denied.
- 7.2 Appropriate sporting attire and footwear must be worn at all times. Failure to adhere to this may lead to may result in entry being denied.
- 7.3 All facilities are vape free and non-smoking.
- 7.4 The consumption of alcohol is prohibited other than in designated areas of the university or the facilities where alcohol is provided.
- 7.5 Members/users must not take part in physical activity or use any UL Sport facilities if they feel unwell, have recently received surgery/medical treatment or have consumed alcohol/substances in the past 24 hours.
- 7.6 Any members/users with a pre-existing medical condition or medical condition diagnosed after joining should not use the facilities without written agreement of their GP. It is the member/user's responsibility to ensure that any such medical conditions must be disclosed to one of the fitness team prior to accessing facilities.
- 7.7 Members/users who wish to use the sauna/steam room should obtain medical advice if they are pregnant or have high blood pressure/heart problems.
- 7.8 Members/users are obliged to comply with UL Sport directions on conduct. You will not under any circumstances abuse the facilities, any equipment in the facilities, UL sport staff or any other member/user and you will be required to pay for any damage to our property.
- 7.9 All accidents/incidents must be reported to the Duty Manager/ UL Sport member of staff immediately.
- 7.10 Management of UL Sport facilities reserves the right to refuse admission or ask any person to leave whose behavior is deemed inappropriate by a member of staff. Any incidents of this nature should be reported to a member of staff and serious incidents will be reported to the Garda Síochána.

- 7.11 UL Sport will not tolerate any members/users being abusive to a staff member in terms of significant verbal abuse or a threat of physical violence. If this does occur, management will ask the person to leave immediately, and in some circumstances, they will be asked not to return.

- 7.12 Failure to comply with UL Sport's terms and conditions may result in you being asked to leave the facility.

8. Lockers

- 8.1 Lockers are subject to availability.
- 8.2 For security reasons members/users are advised to store personal belongings and valuables in the UL Sport lockers provided. For information on lockers please contact reception.
- 8.3 UL Sport does not undertake that use of a locker will guarantee that no theft or damage to your property will occur and property left in a locker is left at the owner's own risk.

9. Liability

- 9.1 UL Sport and facilities under its control, deny all liability in relation to member's use of said facilities to the fullest extent permissible by law.

10. Data protection

- 10.1 All data collected by UL Sport will be collected in accordance with the General Data Protection Regulation (GDPR) which is a European Union Regulation that has been designed to strengthen and unify Data Protection within the EU. To view UL Sport's Data Protection Policy <http://www.ulsport.ie/privacy-and-policy/>
- 10.2 You consent to the transfer of any personal and sensitive personal information between UL Sport and UL Sport's agents, affiliates or contractors for legal, personnel, administrative, management and other purposes relating to membership and this agreement.
- 10.3 UL Sport request that you provide contact information upon joining. It is a member's responsibility to ensure any changes in personal data are updated, either online, at reception or by contacting ulsport.admin@ul.ie.

11. General

- 11.1 This agreement supersedes all prior agreements, arrangements and undertakings between the member/user and UL Sport.
- 11.2 We reserve the right without prior notice at any time to alter or amend the whole or any parts of this agreement.
- 11.3 All coaching/instructing is controlled by UL Sport. Any persons wishing to conduct private coaching, training, instructing or teaching in any facility must obtain the prior permission of UL Sport management.
- 11.4 We reserve the right without prior notice at any time to alter or amend the whole or any parts of the facility timetable. All information on activities is given in good faith, all activities are subject to change depending on circumstances.
- 11.5 In the interests of the health, safety and physical development of all members and users, the following child admission policy is in place.
- Swimming Pool – Children aged up to 8 years must be accompanied by a responsible adult in the water at all times.
 - Children aged 8 to 12 years must be accompanied by a responsible adult who must remain in view of the child in the pool.
 - Children aged over 12 years may be unaccompanied.
 - Gym – children aged 14 to 16 years can train independently once their parent/guardian has signed a consent form in the gym. Their parent/guardian must present proof of date of birth and photo ID of the minor prior to signing the consent form. A consent form must be signed annually for use of the gym by the minor's parent/guardian.

- Over 16's can train independently without consent from parent/guardian.
- Children under 13 years of age are not permitted in the sports hall, sprint track or jogging track unless they are there for specific children's related activities which have the appropriate adult to child supervision ratio, or they are at a highly controlled public event such as a basketball match.

11.6 Photography/video is strictly prohibited at all UL Sport facilities without prior express authorisation from the department.

11.7 Where members/users' accounts remain unpaid beyond 30 days further bookings may not be accepted.

11.8 All lost property is held at UL Sport facilities for a maximum of four weeks, after this period it will be disposed of.

For further information relating to all our facilities and services, please visit our UL Sport www.ulsport.ie or download our APP

