

# **LSESU Level Up Fitness Terms and Conditions**

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# 1. These Terms and Conditions

**1.1.** These are the terms and conditions on which we supply the membership services to you.

**1.2.** Please read these terms and conditions carefully before you sign up for membership. By completing the online joining process and becoming a member of LSESU Level Up Fitness, you are accepting all the terms and conditions in this document.

**1.3.** Your agreement commences on the start date you purchase membership. You cannot use the gym until you have agreed to the Terms and Conditions, completed a <u>PAR-Q(</u>Physical Activity Readiness Questionnaire).

**1.4.** These documents together form a legal, binding agreement between you and us, so please make sure that you read them carefully and understand them. If you have any questions, please ask a member of the LSESU Level Up Fitness Staff or email us at su.gym@lse.ac.uk.

# 2. Membership and Payment

## 2.1. Proof of Membership

**2.1.1** You must produce valid proof of membership each occasion you visit the gym. This can be done checking in at the reception desk with your LSE Staff, Student or Alumni ID Card. If you forget proof of membership, we may ask to see a second form of identification which is acceptable to us before we allow you to enter the gym. Our staff reserve the right to refuse entry if you do not have a valid membership with us.

## 2.2. Membership Fee and Payment Methods

**2.2.1** The cost of your membership will depend on the type of membership you have chosen.

2.2.2 The types of payment options we offer are as follows:

- Fixed term
  - With this payment option, you commit to being a member for a fixed number of months and to paying all your membership fees upfront when you join.
- Day Pass
  - You may access the gym as many times as you like for that one day that you have purchased the Day Pass. Day passes have no resale value and cannot be exchanged for cash or any other product or service. They are non-refundable.

2.2.3 Your membership gives you access to the Level 4 Saw Gym and the Marshall's Strength & Conditioning Suite.

# 3. Changing or cancelling of membership

## 3.1. Cancelling of membership during the cooling-off period

**3.1.1.** Once you have purchased your membership online, you have a legal right to change your mind within 14 days of joining and receive a refund. The 14-day cancellation period commences the day of your membership start date which is stated on your agreement. This is called the 'cooling-off period'. If you choose to cancel within the cooling off period, we will give you a full refund.

**3.1.2.** If you want to cancel your membership within the cooling-off period, you must send your notice via email to <u>su.gym@lse.ac.uk.</u>

# 3.2. Cancelling your membership after the cooling-off period

**3.2.1. Fixed Term Memberships:** You may request to terminate your membership during its active period and LSESU shall review where a refund is due, on a pro rata basis, the remainder of your membership. Refunds are reviewed and issued on a case-by-case basis.

You can only terminate your membership during its active period due to:

- A genuine and relevant medical reason (for example, illness or injury. A valid medical note must be provided).
- Due to genuine interruption in studies (A valid notification of interruption must be provided)

Any refunds issued will be processed minus the length of membership at time of authorisation, including £10.00 administration fee. We will also take into consideration if the membership was on offer when purchased.

# 3.3. Our right to cancel your membership



**3.3.1.** We can cancel your membership without giving you notice, if:

 $\circ$  We consider that you are not medically or physically able to use our facilities safely

 $\circ\,$  You seriously or repeatedly break the conditions of your membership

 $\circ\,$  You allow another person to use your membership to gain access to the gym

 $\circ\,$  If you use offensive, abusive or discriminatory language or use or threaten violent,

offensive or intimidating behaviour or conduct, or if your behaviour or conduct does or, in

our reasonable opinion may, put our employees and/or other members at risk.

**3.3.2.** If we cancel your membership due to any of the points above, you will not be allowed to enter the gym or join again in the future.

#### 3.4. Our right to change your membership

**3.4.1.** We reserve the right to change the price of membership. We will give you at least one full months' notice of any incoming price increase and will make it very clear when the price increase will take effect and how much your membership will cost after the increase.

**3.4.2.** During this period, you will have your usual right to terminate your membership in accordance with the membership terms and conditions and rules. If you do not terminate the membership by the date given to you in the notice, then the price of your membership will be increased in accordance with our notice.

### 4. Additional services

#### 4.1. Personal trainers (PT)

**4.1.1.** PTs are self-employed and any service they provide is a contract between them and you. We will not be liable for, or responsible for any money paid to a PT. PTs are arranged directly with the trainer and not with ourselves.

#### 4.2. Lockers

**4.2.1.** Bags and personal belongings are not permitted in fitness areas and should be stored in the lockers provided.

**4.2.2.** Lockers located at our facilities are for the use of members using the facility only. We cannot guarantee locker space during busy periods.

**4.2.3.** Lockers will be emptied every night. Any items found as lost property will be kept in another storage area of the Gym for 2 weeks. If not collected within this timeframe the contents will be disposed of.

**4.2.4.** You must not place any illegal goods or consumables, toxic, polluted or contaminated goods, flammable or hazardous goods, living plants or animals, food or perishable goods or waste in the lockers.

**4.2.5.** Lockers are not to be used for valuable items. We accept no responsibility for the criminal activity of others and items left are done so at your own risk.

# 5. Gym Rules and Etiquette

5.1. Appropriate sportswear must always be worn, as stated in our gym etiquette posters. Sports



trainers must be worn; No jeans, flip flops or opened toed sandals are allowed.

**5.2.** All members are recommended to attend an induction. Inductions are bookable via email at <u>su.gym@lse.ac.uk.</u> If you believe you do not need an induction, it is understood that you do so under the agreement that you have read, understood and agree to abide by both the Terms and Conditions of membership.

**5.3.** Replace weights and equipment after use, repeat offenders will have their membership cancelled with no refund due.

**5.4.** Do not drop or throw weights down on the floor, repeat offenders will have their membership cancelled with no refund due.

**5.5.** You are not permitted to enter the facilities or partake in activities when you are under the influence of alcohol or illegal drugs.

**5.6.** No food is to be consumed in the gym facilities and only secure bottled drinks are permitted.

**5.7.** If you want to record in the gym spaces, you must ask gym staff and other members for permission to do so. If another member does not want to be in your recording, they reserve the right to make a complaint which may lead to you deleting the recording.

**5.8.** LSESU Gym reserves the right to refuse admission to any of its facilities.

# 6. Limitation of Liability

**6.1.** LSESU reserves the right to make alterations to the type of facilities provided, without notice and at its discretion.

**6.2.** It is your responsibility to ensure that you can perform a routine of exercises provided by any programme that you follow. Members accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any programme.

**6.3.** You understand and accept that LSESU shall only be liable for personal injury or death where this arises from LSESU, its employees', or its subcontractors' negligence.

**6.4.** LSESU reserves the right to suspend or revoke membership at any time if a member does not adhere to safe and proper use of equipment.

# 7. Privacy Policy

**7.1.** Your privacy and data security are of great importance to us. All personal data is held in accordance with the Data Protection Act 2018 and the General Data Protection Regulations.

**7.2.** We ask for your explicit permission for us to contact you, send promotional and/or marketing material and for your preferred contact method/s in the sign-up process. You have the right to also be able to withdraw your consent and be forgotten at any time by simply emailing <u>su.gym@lse.ac.uk.</u>

**7.3.** You are responsible for notifying LSESU of any changes to your personal information.

**7.4.** At any time, you can obtain easy access, free of charge confirmation as to how your personal data concerning you is being processed. We only use your data to analyse our membership demographic, sales performance, class attendance, and your health & safety.

**7.5.** We will never transfer any of your information or personal details to any third parties.

**7.6.** For details on how LSESU processes your personal data, please see our privacy policy on the LSESU website <u>here</u>.



# 8. Information about LSESU

#### 8.1. General

**8.1.1.** LSE Students' Union is a charity and a company. We're registered with the <u>Charity Commission</u>, and our Trustee Board has overall responsibility for the legal, strategic and financial health of the Students' Union.

**8.1.2** If you have any questions or if you have any complaints, please contact us. You can contact us by emailing us at <u>su.gym@lse.ac.uk.</u>

8.1.3. Members must be 16 or older.

#### 8.2. Opening Hours

**8.2.1.** We operate according to the LSE calendar. LSESU Gyms will be closed over the Christmas and Easter period as outlined by university closure dates, and any additional university closure and bank holiday dates. No refund is due.

