

SWANSEA BAY SPORTS PARK – MEMBERSHIP TERMS AND CONDITIONS

1. INTERPRETATION

Swansea Bay Sports Park (SBSP) is the umbrella identity for the sports facilities located at Sketty Lane, Swansea, SA2 8QB which includes:

- Wales National Pool Swansea University
- Swansea University Sport Centre
- Swansea Athletics & Hockey Centre

SBSP has been developed and adopted primarily for branding and marketing the Sketty Lane site allowing the facilities listed to adopt a collective approach to improve the customer journey whilst promoting efficiency.

The **SBSP** brand will be utilised in both physical and digital platforms including signage, print media, websites, and social media. These platforms will be a shared resource for all relevant facilities.

Whilst **SBSP** will become the primary and sole identity for the Sketty Lane site, it does not directly replace the existing identities of the individual facilities nor does it create any additional contractual relationship between facilities or alter the legal or ownership status.

Agreement to develop and implement the SBSP approach has been sought from Swansea University Senior Leadership Team, City & County of Swansea Cabinet and Wales National Pool Board.

All references to **'you', 'your', 'yours' or 'Member(s)'** means a current member of SBSP.

All references to **'we', 'us' and 'our'** are references to Swansea University (**SPS**) and/or Wales National Pool Swansea (**WNPS**).

If you are a member of Sport Swansea your membership is with Swansea University. If you have a swim membership your membership is with WNPS. The SBSP Membership Schedule will help you identify who your membership is with.

'The Agreement' means the Application Form, medical disclaimer, the Membership Fee, these terms and conditions and individual facility rules including those of WNPS, SPS Gyms, SPS Sports Hall and Courts, and the Athletics & Hockey Centre.

'The Application Form' means the application form for membership or use of the facilities at SBSP.

'Membership Fee' means the charges payable for your category of membership set out in your Application Form for use of the facilities at SBSP.

'Monthly Customer' who has entered into a Direct Debit or Staff Payroll monthly payment scheme.

'Payroll Deduction' means Swansea University's salary deduction scheme available to staff of Swansea University.

'Prepaid Customer' is a person who pays the Membership Fee annually in advance

'SBSP Membership Schedule' means the schedule attached to these Terms and Conditions outlining the different memberships available.

'The Manager' refers to the Manager of WNPS or SPS at the time and includes any other employee that may be acting on the manager's behalf.

2. COMMENCEMENT, INITIAL TERM AND CONTINUOUS MEMBERSHIP

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 these conditions. Membership paid by monthly payments shall automatically continue after the initial term until terminated in accordance with these conditions.

3. GENERAL MEMBERSHIPS

- 3.1. The types of membership available at SBSP is listed in schedule 1 (SBSP Memberships).
- 3.2. Areas of the SBSP closes for Bank Holidays and exercises an ongoing maintenance and inspection programme, which may affect opening hours. Customers are not always permitted to use facilities when either WNPS or SPS are hosting major events. WNPS and SPS will give adequate notice of these events, and no extension of a membership term or monetary compensation will be made.
- 3.3. A SBSP membership card will be issued to you upon subscription, and will remain our property. If this agreement is terminated for any reason your membership card will be deactivated.
- 3.4. We reserve the right to reject any application for membership or renewal of membership.
- 3.5. Members must notify us of any changes to contact details.
- 3.6. We reserve the right to remove or refuse admission to any customer without stating any reason and reserve the right not to make any refund in such instances.

PROMOTIONAL MEMBERSHIP OFFERS

- 3.7. We may run multiple promotional membership offers throughout the year. Each offer will have a limited time of validity that will be laid out in the SWANSEA BAY SPORT PARK MEMBERSHIP PROMOTIONS T&Cs. Upon purchase of the membership and for duration of the membership term, all Members shall be subject to the Terms & Conditions in this main document, which will be agreed to upon purchase of all SBSP memberships.

4. YOUR OBLIGATIONS

- 4.1. The Member shall pay the Membership Fee. The method shall be agreed at the time of the Application and may include (but is not limited to): Prepaid Customer or Monthly Customer making payments in month instalments by Direct Debit or Payroll Deduction.
- 4.2. The Member shall comply fully with their obligations under the Agreement.
- 4.3. All equipment and facilities are to be used in accordance with all usage instructions. The equipment and facilities must not in any way be abused, and you must always conduct yourself in an orderly manner so as not to interfere with other customer's use or their enjoyment of the facilities. Gym users should seek advice from gym staff as and when required.
- 4.4. Where pre-booking is necessary please adhere to the [SBSP Booking Terms and Conditions](#).

5. CANCELLATION BY YOU OR US

- 5.1. Prepaid customers will not receive a refund of the membership fee, in full or pro-rata if they wish to cancel the agreement early, ahead of the membership period outside of the initial 14 day cooling off period directly after the purchase.
- 5.2. Members who pay monthly through Direct Debit or Payroll Deduction are subject to a minimum initial term of 12-months. Following that 12-month period, any Members wishing to cancel can do so with 30 days written notice by the 10th of each month.
- 5.3. Members are obligated to make the minimum number of Direct Debit or Payroll periods stated on their Application, with the first being paid on the 1st payment date then every

month thereafter. Payments are obligated to be made regardless of non-attendance unless otherwise stated or where the cancellation terms stated are met.

- 5.4. All other SBSP Memberships not referred to in clause 5.1 or 5.2 shall require 30 days' written notice to cancel by 10th of each month should a member wish to cancel their membership, subject to the initial term of such membership having already expired.
- 5.5. All memberships are subject to a 14-day cooling off period beginning the date of the initial agreement. Members are able to cancel all memberships during this period at a zero penalty. Notification of cancellation needs to either be writing or directly managed with the SBSP reception team.

6. TERMINATION BY US

- 6.1. We may terminate your membership with 7 days written notice or immediately at our discretion, if:
 - 6.1.1. You are in serious breach of the agreement or have repeatedly committed minor breaches; or
 - 6.1.2. You fail to pay any amount due under the Agreement on the due date for payment; or
 - 6.1.3. You provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant your membership; or
 - 6.1.4. Your membership or membership card is misused; or
 - 6.1.5. You contravene the UK Bribery Act 2010 or the Equality Act 2010; or
 - 6.1.6. You are in breach of the three strike policy on booking cancellations; or
 - 6.1.7. You are in breach of SBSP facility etiquette.
- 6.2. If your membership is terminated for any of the reasons stated above, you will not be entitled to any repayment of the Membership Fee.

7. FREEZING MEMBERSHIPS

- 7.1. We may freeze your existing membership for an undisclosed amount of time due to situations out of our control when any of the facilities at SBSP have to close. Members will be given minimum 24 hours' notice on all freezes at which time Members will not be able to enter SBSP and will not be charged Membership Fees. All memberships will be unfrozen with a minimum 10 days notice to the Members and an exact date to when the first membership fee will be paid for Direct Debit and Payroll Deduction.
- 7.2. During this 10 days period Members are able to terminate their memberships with no penalty. If a Member chooses to cancel their membership outside of the identified 10-day notice period regular cancellation fees will apply, please refer to Section 5.
- 7.3. All Members will have the option to freeze their own memberships for up to three months (90 days) in a 12-month period. All requests must be made in writing with the specific duration, at the end of this duration membership will be unfrozen. The membership will not be subject to the 10-day no fee termination period as they have not been frozen by us.

8. LIABILITY

- 8.1. All warranties, conditions and other terms implied by statute or common law, are to fullest extent permitted by law, excluded from these terms and conditions.
- 8.2. Nothing in these terms and conditions limits or excludes our liability for death or personal injury resulting from our negligence or for any damage or liability you incur as a result of fraud or fraudulent misrepresentation.

- 8.3. Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of our obligations under these terms and conditions shall be limited to the Membership Fees that you have paid to us in the preceding 12 month period. We shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 8.4. You must secure personal belongings on your person or secure them in a locker provided by us. We will not be liable for any loss, damage or theft of any personal property brought onto the SBSP.

9. VARIATION OF TERMS

- 9.1. We reserve the right to vary these terms and conditions, and any rules, at any time, to reflect changes in connection with the management and operation of SBSP. We will use reasonable efforts to give you notice before any changes take place by displaying an appropriate notice in the facilities at SBSP, unless the changes are due for health and safety reason or essential to safeguard our interests.
- 9.2. If you do not accept the proposed variations and can demonstrate to our reasonable satisfaction that the changes are materially prejudicial to you, you may cancel the Agreement. We will make an appropriate refund of the Membership Fee for the unexpired period of the agreement for Prepaid Customers. Your right to terminate does not apply if the changes have been imposed on us by legislation, government or local authority regulation or any other competent body.

10. PERSONAL INFORMATION

- 10.1. We collect and process your Application information, and any other personal information you provide to us, so that we can provide you with our services and handle your requests.
- 10.2. The personal information you supply us is collected and processed for monitoring and analysing our business, marketing and for communication purposes in connection with both our own products and services and those of other companies. Communication with you may be by e-mail or mail.
- 10.3. Personal information may also be disclosed to agents or third parties engaged by us or other members of other companies in marketing and communication activities if have indicated this preference on your membership form. Please refer to the [SBSP Privacy Policy](#) for details.
- 10.4. You are entitled to a copy of the information we hold on you, and to have any inaccuracies corrected, by writing to us.

11. GENERAL POINTS

- 11.1. If we transfer any of our rights and liabilities under this agreement, we will notify you.
- 11.2. If there is a change in the personal details, you have provided to us, you must write to inform us. Failure to notify us of a change of address, any communications will be deemed to have been received by you 5 days after posting by us.
- 11.3. SBSP and its car park are no smoking facilities.
- 11.4. In the event of any disagreement in the interpretation of the SBSP rules, our decision is final. By signing up to the membership you agree to abide by these terms and conditions and all rules of use.

- 11.5. Booking and admissions are subject to the full Booking Policy. For session bookings all members are subject to our formal customer procedure, SBSP has a three strike policy due to lack of cancellations or breach of notice period, and not adhering to facility guidance as sign posted. Each strike will be submitted to Members in writing with the third including the possibility membership termination.
- 11.6. Any disputes or concerns shall be addressed in accordance with our [Complaints Policy](#).
- 11.7. We may take action against you in accordance with our [Exclusion Policy](#).
- 11.8. In addition:-
- a) Dangerous or noxious article or substance must not be brought into the facility
 - b) If suffering from any infection or contagious disease you must not enter the swimming pool or changing village areas
 - c) Fouling or polluting the swimming pool water is not permitted
 - d) Consumption of food or drink in SBSP, which has not been purchased at the site, is not permitted, apart from essential hydration and Sports Nutrition.
 - e) Prior permission must be obtained from the manager if you wish to take photographs or video recordings
 - f) All belongings must be kept in SBSP lockers unless otherwise notified. You must ensure that you empty any locker used and take all belongings with you on leaving the Facility as any lockers left locked overnight will have the padlock removed and the contents moved to our lost property storage. Any belongings moved to lost property will be held for a maximum period of 6 weeks'. Please see a member of staff if you cannot gain access to your locker. If you require removal of the padlock, or we are required to remove your padlock in accordance with this point f, we do not accept liability for replacing the padlock.
 - g) All terms and conditions of use of SBSP apply to your membership for the duration failure to comply with the terms and conditions of one party resulting in exclusion will be deemed a breach at the other.
 - h) The Sport Swansea membership, is non-transferrable. Only the person named on the membership application is entitled to use the membership.
 - i) Individual rules apply for all individual facilities for the health and safety of all users and staff. These must be adhered to at all times.

Schedule 1 - SBSP Memberships

Public Gym & Class DD	Swansea University (Sport Swansea)
Public Pool Plus Flex	Joint (SU , WNPS)
Public Pool Plus DD	Joint (SU , WNPS)
Public Gym & Class Annual	Swansea University (Sport Swansea)
Public Pool Plus Annual	Joint (SU , WNPS)
Passport to Leisure Flex DD	Swansea University (Sport Swansea)
Passport to Leisure Gym DD	Swansea University (Sport Swansea)
Passport to Leisure Pool Plus Felix	Joint (SU , WNPS)
Passport to Leisure Pool Plus DD	Joint (SU , WNPS)
Concession Gym & Class Flex DD	Swansea University (Sport Swansea)
Concession Gym & Class DD	Swansea University (Sport Swansea)
Concession Pool Plus Flex DD	Joint (SU , WNPS)
Concession Gym Pool Plus DD	Joint (SU , WNPS)
Concession Gym & Class Annual	Swansea University (Sport Swansea)
Concession Pool Plus Annual	Joint (SU , WNPS)
Student Gym & Class 1 Mth	Swansea University (Sport Swansea)
Student Gym & Class Semester 1	Swansea University (Sport Swansea)
Student Gym & Class Semester 2	Swansea University (Sport Swansea)
Student Gym & Class Annual	Swansea University (Sport Swansea)
Student Pool Plus 1 Month	Joint (SU , WNPS)
Student Pool Plus Semester 1	Joint (SU , WNPS)
Student Pool Plus Semester 2	Joint (SU , WNPS)
Student Pool Plus Annual	Joint (SU , WNPS)
Student Gym & Class Double Semester	Swansea University (Sport Swansea)
Student Pool Plus Double Semester	Joint (SU , WNPS)
Student Gym & Class 2 Month	Swansea University (Sport Swansea)
Student Pool Plus 2 Month	Joint (SU , WNPS)
Swansea University Staff Monthly Salary Deduction Gym & Class	Swansea University (Sport Swansea)
Swansea University Staff Monthly Salary Deduction Pool Plus	Joint (SU , WNPS)
Passport to Leisure Gym & Class Annual	Swansea University (Sport Swansea)
Passport to Leisure Pool Plus Annual	Joint (SU , WNPS)
60+ Silver Swim DD	Wales National Pool Swansea
Student Swim Flex DD	Wales National Pool Swansea
Student Swim DD	Wales National Pool Swansea
Public Swim Flex DD	Wales National Pool Swansea
Public Swim DD	Wales National Pool Swansea
Passport to Leisure Swim Flex DD	Wales National Pool Swansea
Passport to Leisure Swm DD	Wales National Pool Swansea
Concession Swim Flex DD	Wales National Pool Swansea
Concession Swim DD	Wales National Pool Swansea
Junior Std 30 Min DD	Wales National Pool Swansea
Junior Passport to Leisure 30 Min DD	Wales National Pool Swansea
Junior Std 60 Min DD	Wales National Pool Swansea
Junior Passport to Leisure 60 Min DD	Wales National Pool Swansea
Adult Std 30 Min DD	Wales National Pool Swansea
Adult Concession 30 Min DD	Wales National Pool Swansea
Adult Passport to Leisure 30 Min DD	Wales National Pool Swansea

Adult Std 60 Min DD	Wales National Pool Swansea
Adult Concession 60 Min DD	Wales National Pool Swansea
Adult Passport to Leisure 60 Min DD	Wales National Pool Swansea
Public Loyalty Swim	Wales National Pool Swansea
Concession Loyalty Swim	Wales National Pool Swansea
Passport to Leisure Loyalty Swim	Wales National Pool Swansea
Off Peak Loyalty Swim	Wales National Pool Swansea
Student Swim 1 Month	Wales National Pool Swansea
Student Swim Semester 1	Wales National Pool Swansea
Student Swim Semester 2	Wales National Pool Swansea
Student Swim Annual	Wales National Pool Swansea
Student Swim Double Semester	Wales National Pool Swansea
Public Swim Annual	Wales National Pool Swansea
Public Swim 6-Month	Wales National Pool Swansea
60+ Silver Swim 6 Month	Wales National Pool Swansea
Passport to Leisure Swim Annual	Wales National Pool Swansea
Passport to Leisure Swim 6 Month	Wales National Pool Swansea
Concession Swim Annual	Wales National Pool Swansea
Concession Swim 6 Month	Wales National Pool Swansea
Athletics Pass Semester 1	Swansea University (Sport Swansea)
Athletics Pass Semester 2	Swansea University (Sport Swansea)
Athletics Pass Annual	Swansea University (Sport Swansea)