

1. General Terms and Conditions for all Facility Use

- 1.1 By agreeing to these terms and conditions and using the centre, you confirm that you have read and accepted them, and agree to observe and be bound by them
- 1.2 Access to the centre is only permitted during the designated opening hours, which are subject to change with prior notice. Opening hours are displayed on the website www.lsbuactive.co.uk and on-site notices. Users must vacate all facility areas upon closing
- 1.3 Only authorised users may enter the gym areas. Spectators for events in the Sports Hall must enter through the LSBU Hub main entrance to access the viewing gallery. Spectators must be approved by LSBU Active in advance
- 1.4 All users are required to wear appropriate gym/sports clothing and footwear. Trousers/shorts with belt loops/belts are not permitted. Only indoor, non-marking footwear is permitted in the Sports Hall and Studios; trainers must be worn in all gym areas
- 1.5 All users must follow the centre etiquette for all facility areas, conducting themselves responsibly, respecting staff, other users and equipment
- 1.6 All users take part in activity at their own risk and are advised to consult a doctor before undertaking any physical activities. Users must inform staff of any medical conditions or injuries that may affect their participation
- 1.7 Smoking, alcohol, and drugs are strictly prohibited on the premises
- 1.8 Users are responsible for their belongings, which must be stored in a locker while using the gym areas. LSBU Active accepts no liability for lost, stolen, or damaged items
- 1.9 Children (under the age of 18) must be supervised by an adult unless participating in a supervised class or programme
- 1.10 Photography and video recording for any reason other than personal purposes to track exercise form and progress, are prohibited without prior written consent from management.

2. Terms and Conditions for Fitness Memberships

2.1 Membership Agreement

- 2.1.1 By signing up for a membership, you agree to abide by these terms and conditions
- 2.1.2 Memberships are personal and cannot be transferred or shared unless otherwise stated in these terms and conditions
- 2.1.3 All customers must read and agree to the LSBU Active Health Declaration before using the centre. A link to this Declaration is found on the first page of the online sign up form.

2.2 Membership Payments

- 2.2.1 The monthly fee is variable depending on your status (e.g. LSBU Staff, Student, Community) and is subject to review with notice. Current membership fees can be found on www.lsbuactive.co.uk
- 2.2.2 Two types of payment methods are available, as set out below.

Direct Debit:

- 2.2.3 Payments will be collected via direct debit on the 1st of each month (or next working day) for the duration of your membership
- 2.2.4 A pro rata membership fee will be taken on the day of joining, covering membership costs up until the first scheduled Direct Debit payment. This fee varies depending on the day of joining and will be presented to you before committing to any payment or membership
- 2.2.5 The membership has a minimum term of 1 month from the first Direct Debit collection. After this period, the membership will automatically continue on a month-to-month basis until terminated in accordance with clause 4.2.

Monthly Pre Paid:

- 2.2.6 Payment is made as a single purchase for 30 days of membership from the day of purchase. Membership will automatically terminate on expiry of the 30 day period.
- 2.2.7 Re-purchase anytime.

3 Cooling-Off Period

- 3.1 A 14-day cooling-off period from the date of joining is available
- 3.2 If you wish to cancel within this period, membership fees paid shall be refunded pro rata to the number of days otherwise remaining on your membership.

4 Cancellation Policy

- 4.1 Cancellation under this clause 4 only applies to Direct Debit memberships; Pre Paid Memberships will automatically expire at the end of the 30 day purchase period
- 4.2 To cancel a Direct Debit Membership, you must provide 30 days' written notice via email to: active@lsbu.ac.uk. Notice shall be deemed to have been received on the date of transmission, notwithstanding whether or not transmission falls on or during a working day for LSBU Active
- 4.3 All direct debit payments must be up to date before cancellation is processed.

5 Freezing Memberships

- 5.1 Memberships are non-refundable after the Cooling Off Period, but your membership can be frozen, i.e. paused, in the circumstances set out below
 - 5.1.1 In the event of your own pregnancy, injury or ill-health. In these cases, an official note from a medically qualified practitioner will be required as proof of eligibility
 - 5.1.2 If you are serving with the armed services or are on placement while studying an LSBU qualification, resulting in you being away from London for a certain period of your membership. In such circumstances, you must produce an email from your line manager or course director to confirm. This email must include the start and finishing dates of service/placement
 - 5.1.3 Any other circumstances approved by LSBU Active at its full discretion. To be considered, you must make your request to LSBU Active in writing
- 5.2 Access to the facilities will be denied whilst your membership is frozen. You may unfreeze your membership at any time by notifying LSBU Active in writing at active@lsbu.ac.uk of your intention to unfreeze your membership
- 5.3 Freezes must be requested in writing at least 7 days before the next scheduled direct debit. Freezes on Pre Paid memberships are only available for a period of time less than the 30 days value of purchase.

6 Failed Payments

- 6.1 If a payment fails, Members will need to pay any owed membership fees before being granted access back to the services and facilities
- 6.2 Continued missed payments may result in membership suspension or termination.

7 Membership Cards

- 7.1 LSBU Student and Staff will be able to use their LSBU ID cards assigned to their membership account on joining, to gain access through the entrance turnstiles
- 7.2 Community customers will be provided with a membership card. Lost cards will result in a charge of £3 to replace.

8 Sports Club Memberships

- 8.1 All students must hold a sports club membership by the end of "Welcome Week" to attend training, matches and competitions for that specific club. The first training session will always be free for a new student

- 8.2 Term 1 Membership is valid until 31 December. Annual membership is valid until 31 July. Membership benefits are only valid for the duration of the membership and not beyond
- 8.3 Club memberships are not transferrable across clubs
- 8.4 Purchase of a club membership does not confirm automatic selection into team/squad for any matches, competitions or events
- 8.5 By purchasing a club membership, you are agreeing to follow the Student Charter (https://www.lsbu.ac.uk/_data/assets/pdf_file/0003/272712/150-2324-SJ-SS-Student-Charter-24_V1.pdf) and to behave in an appropriate manner during all training sessions and matches to fellow students, staff and spectators
- 8.6 Inappropriate behaviour may result in penalties/ disciplinarys.

9 Exercise Classes

- 9.1 Classes on the Group Exercise Timetable are included in all paid fitness memberships, unless otherwise stated
- 9.2 Individual classes can be purchased without a membership for a fee, on a Pay as You Go basis. Prices are available on the website or at the centre
- 9.3 Individual classes must be booked in advance, via the LSBU Active website or by email/over the phone/in person at the centre
- 9.4 Individual class payments are non-refundable, but can be rescheduled if more than 24 hours' notice ahead of reserved session time is given
- 9.5 Instructors reserve the right to deny entry to customers not booked onto the class
- 9.6 Entry to classes will be denied if the class is already at full capacity
- 9.7 If you are late for a class you are booked onto, your space may be given away to someone on the waiting list
- 9.8 It is your responsibility to inform the class instructor of any medical conditions at the beginning of each class.

10 Facility Hire

- 10.1 Facility hire (e.g. sports hall courts, studios) must be made in advance and is subject to availability
- 10.2 Facilities may be hired in a block of ten (10) or more consecutive weekly sessions, at the same day and time each week. Specific hire terms and conditions apply where facilities are

hired in a block or are hired more than seven (7) days in advance. Please ask staff for details

- 10.3 Casual one-off Sports Hall and/or studio bookings can be made in person at the centre, over the phone or online, up to 7 days in advance (8 days in advance for founder members with a current membership). Bookings are not secured until payment for them has been made. These are non-refundable but can be rescheduled if more than 24 hours' notice ahead of reserved session time is given
- 10.4 Sports equipment can be hired for use with sports hall bookings at a charge of £6 per item. Failure to return the equipment immediately after the session may result in suspension of any future bookings
- 10.5 LSBU Active reserves the right to cancel bookings due to maintenance, emergencies, or unforeseen events and will offer alternative arrangements or refunds where applicable.

11 Changing Room Locker Use

- 11.1 Changing Room lockers are for sessional use only
- 11.2 Any items left in lockers overnight will be removed and placed in lost property. Lost property is kept for a minimum of 1 month before being disposed of or donated to a charity of LSBU Active's choice
- 11.3 Perishable items will be disposed of sooner for hygiene and safety reasons.

12 Cycle Park Locker Hire

- 12.1 Cycle Park Lockers are for storage over multiple days, weeks or months
- 12.2 The locker hire period starts from the date of payment. The designated locker code will not be provided until payment is made and this form is completed
- 12.3 Locker hire payments are not refundable and freezes on hire periods cannot be taken
- 12.4 Renewals of locker hire remain at the discretion of LSBU Active, and will run concurrent to the original hire period i.e. will start one day after the previous expiry date (irrespective of payment date)
- 12.5 The entirety of the locker, including all fixtures and fittings, key lock pad software and hardware, remains the property of LSBU Active
- 12.6 The following is a non-exhaustive list of items NOT permitted to be stored in lockers: Any unsealed perishable food or drink items; chemicals or harmful substances; organic materials; Illegal substances or materials; weapons and other articles hazardous to health

- 12.7 Access to the locker areas is restricted to normal LSBU Active Cycle Park opening hours - ask at LSBU Active reception for current opening hours
- 12.8 LSBU Active accepts no responsibility for the loss or damage of any items stored in lockers
- 12.9 All items left in the locker after the expiry date will be removed and disposed of (or given to charity) after 1 month (for non-valuable items) or 6 months (for valuable items)
- 12.10 Lockers must not be decorated, or their appearance altered in any way. Any alteration or damage caused will result in the termination of the hire agreement without refund of any remaining hire period fees. Future hire requests may be denied and costs for repairing the locker may be incurred.

13 Termination Policy

- 13.1 LSBU Active reserves the right to terminate this agreement at any given time if you commit any wrongdoing in relation to this agreement or the premises more generally. Without limitation, this includes where:
 - 13.1.1 you are abusive or aggressive to staff, customers or any other persons on the premises;
 - 13.1.2 your actions put staff, customers or any other persons on the premises in danger;
 - 13.1.3 you abuse any of the equipment or facilities; and
 - 13.1.4 you are dishonest or fraudulent, for example trying to use your membership to grant access to non-members
- 13.2 LSBU Active personnel shall have the right to deny access to the centre, including (but not limited to) where use of the centre is not reasonably practicable for reasons beyond our control, such as utility service failure (e.g., electricity), security threat, or any pandemic, epidemic or other health and safety emergency. When possible, advanced notice will be given
- 13.3 Offensive, aggressive, abusive behaviour towards staff and/or customers may result in termination of the current membership period. In such circumstances, any future remaining months of membership will be refunded (not including the current month). Future membership will only be considered after review by senior management.

14 Data Protection Statement:

London South Bank University (including LSBU Active) (**LSBU**) is committed to protecting people's rights and privacy in line with the Data Protection Act 2018 (DPA), the UK General Data Protection Regulation (UK GDPR) and other relevant legislation and regulations (collectively Data Protection Law). The Personal Data provided on this form may be processed by LSBU for the following purposes: processing of your application, administration of activities, record-keeping and compilation of statistics. Information

produced for statistical purposes will be anonymised and will not identify you an individual. We also use your email address to send information, surveys and other correspondence where you have consented to such use (“opted in”) on the online membership form. For further information about how LSBU uses personal data, please see our [Data Protection policy](#) and [Privacy Notices](#).

15 Amendments to Terms

- 15.1 LSBU Active reserves the right to amend these terms and conditions at any time
- 15.2 Notice of changes will be communicated via email, on-site notices and on the website: www.lsbuactive.co.uk.

16 Contact Information

For enquiries or requests, please contact us at:

Email: active@lsbu.ac.uk

Phone: 0207 815 7812.