

UNIVERSITY OF EDINBURGH SPORT & EXERCISE TERMS AND CONDITIONS

PART 1

UNIVERSITY OF EDINBURGH SPORT & EXERCISE MEMBERSHIP - TERMS OF AGREEMENT

This agreement ("the Membership Agreement") sets out the terms and conditions of your membership with us, the University of Edinburgh Sport & Exercise (University Sport & Exercise). By "you" or "your" we mean the person entering into the membership, being the "Member" as defined below. By "us" we mean the University Court of the University of Edinburgh, being a charity registered in Scotland (Charity Number SC005336) and having its principal office at Old College, South Bridge, Edinburgh, EH8 9YL, acting through its Centres for Sport and Exercise (being together "University Sport & Exercise").

This Membership Agreement incorporates "**Part 2 Your Health and Exercise**" and "**Part 3 University Sport & Exercise Rules**". The membership of each Member, or anyone using the facilities or services, and their use of any of the facilities or services, is subject to the terms and conditions of this Membership Agreement and each of these Parts.

Meaning of Terms

1. **Bolt-on** – a payment to University Sport & Exercise by a Member for access to a service that is in addition to University Sport & Exercise membership. Only a Member of University Sport & Exercise may apply for a Bolt-on. Membership term/period applies.
2. **Booking** – an advance reservation for a Hire or any of the Services.
3. **Category** refers to a category of membership as structured below:
 - 3.1. Category 1: UoE students;
 - 3.2. Category 2: UoE staff;
 - 3.3. Category 3: Associates (a full list of Associates is available on the Website);
 - 3.4. Category 4: Community;
 - 3.5. Category 5: Seniors (65+).
4. **Charge** – a payment to University Sport & Exercise by a Member (in addition to the Fee) for Services, Hire or Merchandise.
5. **Facilities** – premises belonging to (and/or equipment provided by) University Sport & Exercise from time to time.
6. **Fee** – a payment for membership, Bolt-on or PAYG access to the Facilities which must be paid in full by cash, credit/debit card or in some cases by 12 month direct debit instalments upon application.
7. **Guest** – a person accompanied by a Member to the Facilities.
8. **Hire** – the temporary hire by a Member of any of the Facilities.
9. **Member**
 - 9.1. A person (being 16 years of age or over and with the documentary evidence of same) who has (i) applied for membership with University Sport & Exercise under their appropriate Category and (ii) paid the appropriate Fee to University Sport & Exercise in accordance with their Category and Membership Period.
 - 9.2. A person who has paid a PAYG Fee in accordance with this Membership Agreement.
10. **Membership** – means the entitlement of a Member to use the facilities
11. **Membership Period** – means the period for which the Member is entitled to use the Services, in accordance with the following:
 - 11.1. In the case of Categories 2,3,4,5, Membership may (subject to paying the relevant Fee) be at the choice of the Member for a term of 1, 3, 6, or 12 months term.



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11.2. In the case of Category 1, Membership is contingent upon the academic year (please refer to www.ed.ac.uk for official semester dates). Please refer to the Website for student **off-peak access** terms and conditions.

12. **PAYG Fee** – a payment for one-off entry into the Facilities to use the Services. Current prices can be found on the Website.

13. **Merchandise** – all items, products and merchandise available for sale or hire by University Sport & Exercise from time to time.

14. **Notice Period** – the period of notice required to be given by a Member to University Sport & Exercise in respect of the cancellation of that Member's membership under clause 3, being (in respect of each Membership Period) the following periods:

- 14.1. 1 month: 1 weeks' notice
- 14.2. 3 month: 2 weeks' notice
- 14.3. 6 month: 4 weeks' notice
- 14.4. 12 month: 4 weeks' notice

15. **Off-Peak Access** – a type of membership that allows members access to facilities during a restricted time period.

16. **Services** – any activity, class, workshop, course, instructional session or treatment provided by University Sport & Exercise to the Member from time to time, and which may be subject to a Charge.

17. **Website** – means the website located at the following URL: <https://www.ed.ac.uk/sport-exercise>

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1. Membership & Membership Fee

1.1. For Direct Debit terms and conditions please visit the Website.

1.2. University Sport & Exercise reserves the right to accept or refuse a person as a Member at its sole discretion.

1.3. University Sport & Exercise reserves the right to refuse entry to any Member to the Facilities, or to provide any of the Services to any Member, where their Membership has been suspended or terminated in accordance with this Membership Agreement.

1.4. A list of Charges is available on the Website.

1.5. At the commencement of the Membership Period, the Member shall be issued with a membership card, which is and shall remain the property of University Sport & Exercise and which is strictly non-transferable. The Member shall use their membership card to gain access to the Facilities and for no other purpose.

1.6. By signing this Member Agreement, the Member agrees to pay the Fee relevant to their Membership. The Member also agrees to comply in all respects with this Membership Agreement, and adhere to all health and safety advice given by University Sport & Exercise staff, notices (including digital notices) posted in or around the Facilities or on the Website from time to time, and with any instructions given to the Member by a member of University Sport & Exercise staff.

1.7. Membership is personal to the Member and may not be sold, assigned, transferred or otherwise disposed of.

1.8. A Member may be asked by a member of University Sport & Exercise staff to produce their membership card and must do so upon request. If a Member is unable to produce their membership card (or other proof of identity as may be requested), University Sport & Exercise may refuse entry or require the Member to leave the Facilities, and may refuse to provide any of the Services to that Member.

1.9. During the Membership Period, if a Member is unable to produce a membership card then:

1.9.1. The first 3 occasions when the Member fails to do so, University Sport & Exercise reserves the right to refuse admission regardless of ability to produce proof of identity and will record the circumstances on the Member's account; and

1.9.2. On the 4th occasion University Sport & Exercise will require payment of a PAYG Fee before allowing the Member to take entry to the Facilities. Further instances shall thereafter follow the processes set out in clause 5 without limit of time or instance.

1.10. It is the Member's responsibility to take care of their membership card. If a membership card is lost, membership may be suspended by University Sport & Exercise until a replacement membership card is purchased by the Member. The supply of a replacement card shall incur a charge which shall be payable by the Member on demand.

1.11. Loss or theft of a Member's membership card must be reported by the Member to University Sport & Exercise immediately.

2. Bookings

2.1. A Booking is subject to payment of a Charge. A list of current Charges is available on the Website. University Sport & Exercise reserves the right at any time to vary the Charges at its discretion from time to time.

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2.2. University Sport & Exercise may cancel a Booking made by a Member at any time. Where possible, University Sport & Exercise will provide as much notice of such cancellation as is reasonably practicable.

2.3. For Bookings (including exercise classes):

2.3.1. A full list of Member bookable activities and current prices are available on the Website.

2.3.2. Bookings can be made either over the phone, in person or via the Website.

2.3.3. A Member may be asked a security question to verify their identity at the time of booking. A Member must pay the relevant Charge before the Booking is confirmed. If there is an unpaid Charge from a previous Booking on the Member's account, the Member cannot make any further Bookings until the debt is settled in full.

2.4. Workshops and courses:

2.4.1. A Member may be asked a security question to ensure authenticity at time of booking. A Member must pay the relevant Charge in full at the time of booking a workshop or course.

2.4.2. Please see the Website for the latest available workshops and courses.

2.5. All Bookings must be cancelled by a Member with no less than 24 hours' notice otherwise the full Charge will be due and payable by the Member. In the event of a fire evacuation, Bookings will be considered for a refund or credit note on a case by case basis. Please contact sportscentre@ed.ac.uk

2.6. Contact sportscentre@ed.ac.uk for all corporate booking enquiries and terms and conditions.

2.7. A Member will be liable for the cost of any wilful or reckless damage or loss (including theft) to the Facilities and the Services incurred by themselves or any Guests they sign in, with the exception of normal fair wear and tear.

2.8. University Sport & Exercise can utilise up to 10 minutes of a Hire for any necessary equipment change-over / set up.

2.9. Some Bookings or Hires are available to non- University Sport & Exercise members. In the case of non-members attending a course or using a Service or Facility that does not fall under our PAYG guest terms, by paying for the Service or Facility such non-member accepts the terms and conditions of this Membership Agreement.

3. Period and cancellation of membership

3.1. The Member's membership with University Sport & Exercise shall subsist for the duration of the relevant Membership Period, and the Membership Period will begin on the first date on which the Member has (i) submitted their membership application to University Sport & Exercise, and University Sport & Exercise has accepted it unconditionally, and (ii) paid the relevant Fee.

3.2. Where the Member elects to pay the Fee by direct debit, they agree to adhere to and be bound by the University of Edinburgh Direct Debit terms and conditions, available on the Website.

3.3. The Member may, upon the giving of the relevant Notice Period's written notice to University Sport & Exercise cancel their membership with University Sport & Exercise in circumstances where the Member is able to demonstrate that their attendance to the Facilities, or their use of the Services, has been rendered difficult or unduly onerous by reasons out with their reasonable control, including but not limited to injury, loss of employment, or such other reason as University Sport & Exercise may in its sole discretion (acting reasonably) deem in all the circumstances to be sufficient for the purposes of cancellation. The Member agrees to provide University Sport & Exercise with such vouching of their circumstances as University Sport & Exercise deems necessary, along with sufficient proof of identity. In the case of a 12-month membership, subject to clause 3.4 University

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Sport & Exercise will (after deducting a payment equivalent to one twelfth of the Fee for that membership) refund the proportion of the Fee applicable to the unused period of the membership.

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3.4. In the event that a Member commits a material breach of this Membership Agreement, University Sport & Exercise may at its discretion terminate this Membership Agreement forthwith without the payment of any refund by University Sport & Exercise to the Member, and the Member accepts that in these circumstances no refund will be due and waives any right or entitlement to claim for such refund.

4. Merchandise

4.1. University Sport & Exercise may from time to time display for purchase any Merchandise in any of the Facilities.

4.2. University Sport & Exercise will refund any Member, or exchange any item purchased by any Member, in respect of Merchandise sold by University Sport & Exercise, where such Merchandise is returned by the Member unopened within 30 days of purchase and with a receipt. Under no circumstances will water bottles food, drink, perishable items or towels be refunded or exchanged.

4.3. University Sport & Exercise accepts no responsibility for faults to Merchandise caused by accident, neglect, misuse or normal wear and tear. Where the Member believes that their item of Merchandise is faulty, they may contact a member of University Sport & Exercise staff to discuss the matter further with them.

4.4. The manufacturer's terms and conditions of any merchandise supplied by a third party will supersede this Membership Agreement.

5. Suspension (by UoE or by Member) and cancellation

5.1. University Sport & Exercise reserves the right, at its sole discretion and at any time, to terminate or temporarily suspend the Membership of the Member with immediate effect, in the event that the Member (or Member's Guest) commits a material breach of this Membership Agreement in terms of at least one of the following grounds (and the breach is either incapable of remedy or, if capable of being remedied, is not so remedied within 7 days of the Member's receipt of a notice advising the Member of such breach).

Further information on the University Sport & Exercise incident investigation process can be requested by emailing cse.memberships@ed.ac.uk

The following examples are offences which may lead to termination or temporary suspension of the Membership. This list is not exhaustive

5.1.1. The Member or Guest fails to obey notices, signage, or plasma screen information displayed in the Facilities, or the instruction of a University Sport & Exercise staff member;

5.1.2. The Member or Guest is in breach of this Membership Agreement;

5.1.3. In the reasonable view of University Sport & Exercise, the Member's (or their Guest's) conduct is improper or likely to endanger the welfare, safety, harmony, staff, or reputation of University Sport & Exercise, or to compromise the reasonable enjoyment of others;

5.1.4. The Member provides the UoE with false or misleading information for the purposes of gaining membership for themselves or any other person;

5.1.5. Any amounts due and owed to University Sport & Exercise by the Member have not been paid within 14 days following the date of the written notice of the amount due;

5.1.6. The Member allows another person to use their membership card to access the Facilities and/or Services provided;

5.1.7. The Member brings any person onto the Facilities on an unauthorised basis;

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5.1.8. Harassing, victimising or discriminating against any Person on grounds of age, disability, race, ethnic or national origin, religion or beliefs, sex, sexual orientation, gender reassignment, pregnancy, maternity, marriage or civil partnership, colour or socio-economic background;

5.1.10. Threatening or abusive behaviour;

5.1.11. Acts of physical violence;

5.1.12. Criminal offences within Premises;

5.1.13. Making false, frivolous, malicious or vexatious complaints;

5.1.14. Damaging, defacing, stealing or misappropriating University property or the property of any Person, whether deliberately or recklessly;

5.2. Suspension Request by a Member

5.2.1. With the exception of Category 1 Memberships, suspension of Membership at the request of a Member will be considered in circumstances where the Member is able to demonstrate that their attendance at the Facilities, or their use of the Services, has been rendered difficult or unduly onerous by reasons out with their reasonable control, including but not limited to, injury, loss of employment, or such other reason as University Sport & Exercise may in its sole discretion (acting reasonably) deem in all the circumstances to be sufficient for the purposes of cancellation. The Member agrees to provide University Sport & Exercise with such vouching of their circumstances as University Sport & Exercise deems necessary, along with sufficient proof of identity. This request must be made in writing to the Marketing and Memberships Manager, and is limited to no more than 2 requests per Member and a suspension of membership shall be granted for no more than six months in total. A **Notice Period** will apply.

5.2.2. A £10 administration fee will apply.

6. PAYG

6.1. PAYG is limited to the following groups:

6.1.1. UoE Staff and Students: (Cat 1 and 2) upon production of a valid and relevant UoE card. This card must be swiped in order to provide information on the member of Staff or Student who seeks access as PAYG and this information may be used for future internal University Sport & Exercise developments. In producing their UoE card in this manner and paying the PAYG Fee, the Student or member of Staff agrees to the terms and conditions set out in this Membership Agreement including, without limitation, University Sport & Exercise Rules.

6.1.2. Guest of Member: Members may bring in one Guest at any one time. The Member must produce their membership card. Information on the Guest will be taken and such information may be used for marketing and analysis purposes. The Guest will pay the Guest fee to gain access to the Facilities. The Member who signs in the Guest agrees to take responsibility for the Guest. A Member will ensure that their Guest is made aware of the terms and conditions of this Members Agreement including, without limitation, University Sport & Exercise Rules. Guest admission may be restricted by University Sport & Exercise at peak times in order to control Facility capacity. A Guest may be refused admission at the sole discretion of University Sport & Exercise staff members, including without limitation for health and safety reasons, when a Member's only policy applies or for non-compliance with the terms and conditions of this Membership Agreement including, without limitation, University Sport & Exercise Rules.

6.2. Each Member shall ensure that any persons under the age of 16 that accompanies them into the Facilities is accompanied and fully supervised by a responsible adult at all times whilst in the Facilities. The Member will ensure at all times that the child does not access any inappropriate areas within the Facilities or areas that may be designated as unsuitable for children by University Sport & Exercise from time to time.

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7. Health

7.1. In applying for Membership, and every time the Member enters the Facilities (during their Membership or otherwise to enjoy the Services), the Member is confirming to University Sport & Exercise that (i) they are in good physical condition and are capable of all forms of exercise (appropriate to the activities they intend to undertake), and that (ii) such forms of exercise would not, to the best of their knowledge and belief, be detrimental to their health and wellbeing. It is the sole responsibility of the Member to consult a medical practitioner or to cancel their membership where they are in any doubt whatsoever about their physical condition.

7.2. In signing in a Guest or accompanying a child in the Facilities, the Member is confirming that, to the best of the Member's knowledge and belief, the Guest or child is in a physical condition suitable for the type of exercise or activity in which the Guest or child engages in the Facilities or receives by way of Services. Guests must sign in using the Guest log book available at reception.

7.3. Without in any way limiting the scope and effect of the provisions in paragraphs 7.1 and 7.2 the Member is responsible for bringing to the attention of University Sport & Exercise staff members any medical condition (mental or physical) that may represent a risk (i) to a Member (or to the child or Guest of a Member) in engaging in any particular activity or exercise, or (ii) to any other person in the Facilities.

7.4. Smoking, alcohol or mood altering substances (including electronic cigarettes or the equivalent) are not permitted in or on any part of the Facilities.

8. Liability

8.1. The Member accepts that University Sport & Exercise's liability for damage to or loss of a Member or Guest's property (including theft or loss of items from lockers) is restricted to damage or loss suffered by that Member or Guest as a result of the negligence of University Sport & Exercise and its staff and agents. This includes such damage or loss occurring in the UoE's car and cycle park areas.

8.2. The UoE accepts no liability for any accident or injury (including a fatality) to any Member or Guest that may occur in, on or around the Facilities, other than liability which may arise out of the negligence or breach of duty of University Sport & Exercise, its staff or agents. All such incidents must be reported immediately by the Member to a University Sport & Exercise staff member.

8.3. The Member shall ensure that valuables and personal items belonging to Members shall be stored in lockers and secured with a padlock at all times. Keys for coin-return lockers must not be removed by the Member from the Facilities. University Sport & Exercise may provide locker rental at the Facilities for an additional charge (refer to University Sport & Exercise Members locker rules available at the reception desk).

8.4. Items left by the Member in un-rented lockers overnight will be removed and treated as lost property (except where the Member has paid the relevant Charge for annual locker hire) and the Member consents to such removal and treatment. University Sport & Exercise reserves the right to open and inspect the contents of all lockers in the interests of health and safety or security or as it may otherwise deem necessary.

8.5. All items of lost property will be logged by University Sport & Exercise and will be held in the Facilities for no more than 2 weeks. Thereafter unclaimed items will be passed to the police or disposed of. For hygiene and/or security reasons, certain items may be disposed of immediately. The Member consents to the treatment in this manner of any property left by them in the Facilities.

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9. General

9.1. University Sport & Exercise operates CCTV and similar equipment to monitor safety and security and may monitor communications as permitted by relevant legislation.

9.2. The University Sport & Exercise Privacy Statement is available at <https://www.ed.ac.uk/sport-exercise/about/privacy>

9.3. It is the Member's responsibility to inform University Sport & Exercise in writing of any changes to name, address, telephone number), or other personal information, promptly.

9.4. Where a Member is also a student or employee of the UoE, nothing in these terms and conditions and/or University Sport & Exercise Rules shall operate to limit the effect of such other terms and conditions of matriculation or employment which may exist between the Member and the UoE. Staff or students whose contractual relationship with the UoE has ended must re-apply for a University Sport & Exercise Membership.

9.5. University Sport & Exercise reserves the right to prevent entry into or reject from the Facilities and/or any Services anyone whose behaviour or appearance is, in its sole opinion, deemed to be unsuitable.

9.6. University Sport & Exercise reserves the right to add to, change or provide suitable alternative Facilities and may also at any time withdraw all or part of the Facilities and/or Services for any period for events, alterations, repairs and maintenance, staff training or any other security and/or health and safety reason.

9.7. University Sport & Exercise reserves the right, at any time, to adjust opening hours for all or part of the Facilities.

9.8. University Sport & Exercise may alter, amend, or add to the terms and conditions of this Membership Agreement including, without limitation, University Sport & Exercise Rules at any time upon the provision of notice to the Member. Alterations, amendments and additions to such terms and conditions will be posted in the Facilities or on the Website, which will constitute notice of such changes.

9.9. Neither the Member or UoE shall be deemed to be in breach of the terms and conditions of this Membership Agreement including, without limitation, University Sport & Exercise Rules by reason of any delay in performing or any failure to perform, any of the respective obligations if the delay or failure was due to any cause beyond the Member's or UoE's reasonable control, including but not limited to acts of God, explosions, actual or suspected terrorist attacks, floods, fire or accident, war or threat of war, sabotage, civil disturbance, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, or industrial actions or trade disputes. This Membership Agreement shall be governed and construed in accordance with the laws of Scotland and the parties shall abide by the exclusive jurisdiction of the Scottish Courts.

9.10. No photographic equipment, mobile phones, tablets, laptops or videography equipment shall be used by the Member in the Facilities including, without limitation, the changing areas of the Facilities at times during which the Member is in the Facilities or receiving the benefit of the Services. Exceptions may be made for events – please contact sportscentre@ed.ac.uk

10. Promotions

10.1. University Sport & Exercise reserves the right to offer promotions or discounts on all its Services, Hires, Memberships, Merchandise or Facilities at any time. Offers are valid for the duration specified in the offer. University Sport & Exercise reserves the right to change or cancel promotions or discounts at any time.

PART 2

YOUR HEALTH AND EXERCISE

1. Prior to applying for Membership, prospective Members should read the questions below concerning their health status and that of their Guests and children. Advice or clarification on any questions can be obtained from any member of University Sport & Exercise staff.

2. Physical activity is safe, enjoyable and beneficial for most people. The health benefits to be gained through regular exercise are vast. However, for some it is advisable to check with a doctor before embarking on any form of exercise. Prior to applying for Membership, Members are strongly advised to consider please read the following questions:

2.1. Has your doctor (nurse) ever said you have a heart disease, high blood pressure or any other Cardio-vascular problem, and/or recommended only medically supervised exercise?

2.2. Do you suffer from chest pain or breathlessness at rest or when doing physical activity?

2.3. Do you lose your balance because of dizziness, feel faint or ever lose consciousness?

2.4. Has your doctor (or any other medically qualified professional) ever said that you have bone or joint problems that might be made worse by a change in your physical activity?

2.5. Is your doctor currently prescribing any medication for your heart condition or blood pressure?

2.6. Do you suffer from asthma, diabetes, bronchitis, epilepsy, thyroid disorder, liver or renal disease?

2.7. Are you particularly overweight or underweight?

2.8. Are you pregnant or have you given birth in the last 3 months?

3. University Sport & Exercise recommends that if the prospective Member answered YES to ANY of these questions then they MUST consult their GP before participating in any physical activity including, without limitation, any physical activity undertaken at the Facilities. This is solely the responsibility of the prospective Member and should assist them in identifying the type of exercise which is most appropriate for them.



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PART 3

UNIVERSITY SPORT & EXERCISE RULES

1. Conduct

1.1. A Member / Guest / visitor must: **1.1.1.** Wear clean clothes and footwear which are appropriate to the activity or exercise being undertaken.

1.1.2. Adhere to written/posted notices as displayed/directed at the Facilities or on the Website.

1.1.3. Follow instructions given by University Sport & Exercise staff at all times.

1.2. A Member / Guest / visitor must NOT: **1.2.1.** Behave in a disorderly, violent or rude manner or in a manner which causes or is likely to cause offence or distress to other Members, Guests or staff. Behaviour of this type is a material breach of University Sport & Exercise Rules.

1.2.2. Abuse the equipment or facilities of University Sport & Exercise. Any wilful, negligent or deliberate damage to University Sport & Exercise property will be chargeable to the individual concerned.

1.2.3. Use photographic equipment, mobile phones, tablets, laptops or videography equipment in the Facilities.

1.2.4. Bring alcoholic or intoxicating liquor, narcotics, or other mood altering substances into, or consume them at, the Facilities.

1.2.5. Enter or use the Facilities or engage (or attempt to engage) any of the Services while under the influence of alcohol, narcotics or other mood altering substances.

1.2.6. Consume food other than in the designated area in the squash concourse area at the Pleasance Facility.

1.3. Remove any University Sport & Exercise property from the Facilities, or move equipment from one gym to another.

1.4. University Sport & Exercise may refuse to admit any Member to the Facilities, or may request that any Member promptly leaves the Facilities, if University Sport & Exercise reasonably believes that such Member has breached any of University Sport & Exercise Rules. No refund will be made to such Member where they are asked to leave the Facilities in such circumstances.

2. Member Feedback

2.1. University Sport & Exercise welcomes feedback. Members and Guests are encouraged to speak with a member of University Sport & Exercise staff or complete a feedback survey online by following links publicised in all gyms. Comments or complaints submitted by Members and Guests in writing will, where possible, receive a reply from University Sport & Exercise within 7 working days.

3. PT Service

3.1. Personal trainers operate in the Facilities on a self-employed basis. Any service they provide to a Member constitutes a separate contract between the personal trainer and that Member rather than between University Sport & Exercise and that Member. University Sport & Exercise accepts no responsibility for any breach of contract, breach of duty or negligence of a personal trainer.

3.2. University Sport & Exercise does not allow any personal training to be done in the club by any person who is not part of University Sport & Exercise self-employed personal training team. Any Members suspected by University Sport & Exercise of engaging in any arrangement with a personal trainer for the provision of personal training services will have their membership terminated by University Sport & Exercise.

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4. Changing Rooms / Saunas

5.1. In order to maintain high standards and a pleasant environment cleaning may be undertaken during heavy use of the changing rooms/showers. For reasons of modesty Members and Guests should wear suitable attire and should not consume food in the saunas or changing rooms. If the sauna is busy, University Sport & Exercise shall have the right to limit the time spent by Members and/or Guests in the sauna.

5. Lockers

5.1. A limited number of lockers are available for hire and subject to a Charge. Personal items and valuables belonging to a Member shall be stored in a locker and secured with a padlock at all times. Items left by the Member in un-hired lockers overnight will be removed by University Sport & Exercise and treated as lost property (except where the Member has paid the relevant Charge for annual locker hire), and the Member consents to such removal and treatment in this manner. University Sport & Exercise reserves the right to:

5.1.1. Charge a Member for the return of any personal items or valuables to that Member;

5.1.2. Open and inspect the contents of all lockers in the interests of health and safety or security or as it may otherwise deem necessary.

5.2. A Member responsible for the wilful or reckless damage to a locker, or the removal of keys for a locker from the Facilities, agrees to indemnify University Sport & Exercise without limit for any losses or costs it incurs arising out of such activity.

6. Car park bays / disabled spaces

6.1. Members and Guests must respect the disabled parking areas and lined bays. Any person (whether or not a Member or Guest) who misuses such areas or bays will be logged on the appropriate file (the Member's file in the case of a Member), and asked to move the vehicle. UoE parking restrictions apply. See www.ed.ac.uk for further details.

7. General

7.1. Specific areas within University Sport & Exercise may have their own "Conditions of Use". Members and Guests are requested to familiarise themselves with these when exercising in these areas. Failure to abide by any of the above rules may result in the membership of any Member being terminated by University Sport & Exercise.

7.2. University Sport & Exercise reserves the right to make minor amendments to the terms and conditions set out in this Membership Agreement (including, without limitation, University Sport & Exercise Rules) without notice to any Member.