

## USER TERMS & CONDITIONS

### 1. Definitions

- 1.1. In these terms and conditions, the follow words or phrases shall, unless the context requires otherwise, have the following meanings:

<b>Access Policy</b>	Means policies issued by the University from time to time outlining guidance and compliance for access to the Venue and use of Facilities.
<b>Agreement</b>	The agreement between University and the parent/guardian of the member as set out in these terms and conditions as amended from time to time together with any special terms agreed in writing;
<b>Junior Member</b>	A child aged 8 - 16 registered to participate in the Junior Academy.
<b>Parent/Guardian</b>	The adult aged 18+ who completes registration and is responsible for payment, consent, welfare and communications relating to the Junior Member.
<b>Programme</b>	The scheduled Junior sessions included within the Membership
<b>Membership</b>	A monthly contract granting access to specified Junior sessions.
<b>Data Protection Legislation</b>	the UK General Data Protection Regulation ((EU) 2016/679) (“ <b>UK GDPR</b> ”), together with any national implementing laws, regulations and secondary legislation as amended or updated from time to time in the UK, including the Data Protection Act 2018 (“ <b>DPA</b> ”);
<b>Facilities</b>	the premises, equipment and other facilities and associated equipment used for Academy activity.
<b>Fee(s)</b>	Charges payable for participation, as listed in the Fees Schedule. as set out in clause 6 below;
<b>Course Pro</b>	The online membership and booking system used for membership management and session bookings;

<b>Ticket Hub</b>	Platform for Pay as you Go bookings where applicable
<b>University</b>	Leeds Beckett University (of which the Venue is a part)
<b>Venue</b>	Leeds Beckett University, Headingley, Campus, LS6 3QQ
<b>Venue Manager</b>	The Head of Sport (Programmes & Operations);

Any reference to 'we', 'us', or 'our' in these User Terms and Conditions is reference to the University, and any reference to 'you' or 'your' is reference to the Parent/Guardian.

## 2. Basis of Membership

- 2.1. These Terms form a legally binding agreement between the Parent/Guardian and the University.
- 2.2. A Parent/Guardian must be 18+ and resident in the UK to purchase a Membership.
- 2.3. These Terms supersede the Pay as you Go Booking Contract and apply to all membership based Junior programmes
- 2.4. A Membership is confirmed only when the University issues written confirmation via Course Pro.
- 2.5. The University may update these Terms; the version in force at purchase applies until renewal.

## 3. Parent/Guardian Responsibilities

- 3.1. Parents/Guardians must:
  - ensure the Junior Member attends sessions on time and is collected strictly at the finish time.
  - provide accurate emergency contacts and update changes promptly.
  - disclose all medical, behavioural, or support needs before participation.
  - ensure the Junior Member behaves safely and respectfully.
  - comply with all safeguarding, safety, and facility rules.
  - ensure correct clothing, footwear, and equipment are provided.
  - ensure no photography/filming occurs unless authorised.
  - Failure to comply may result in suspension or termination without refund.

## 4. Junior Member Obligations

- 4.1. Junior Members must:
  - follow instructions from coaches and staff at all times.
  - treat Facilities and equipment with respect.
  - behave responsibly and safely.

- refrain from disruptive, harmful, or dangerous behaviour.
- refrain from attending when unwell or showing symptoms of infectious illness.

4.2 The University may request immediate collection if behaviour presents a safety or welfare risk.

## **5. Programme Access**

- 5.1. Membership grants access only to the sessions included in the specific membership category purchased.
- 5.2. Junior Members may not use the gym, fitness suites, or unsupervised spaces.
- 5.3. Sessions may be held outdoors or indoors depending on conditions.
- 5.4. The University may vary access due to weather, safety, maintenance, or operational requirements and will notify Parents/Guardians where reasonably possible.

## **6. Fees and Payment**

- 6.1. Fees are set out in the Fees Schedule and may be amended annually with one month's notice. The Fees Schedule forms part of this Agreement and no additional compulsory charges apply unless expressly stated.
- 6.2. All payments are made via Direct Debit or approved online methods.
- 6.3. Month to month membership renews automatically unless cancelled in accordance with section 8.
- 6.4. You are responsible for reviewing the terms of your chosen membership type before purchase. Membership Fees are non-refundable except as provided under section 8.
- 6.5. PAYG fees (where available for Saturday sessions) must be paid in advance via the Ticket Hub.
- 6.6. All Fees are payable under a 10 month monthly membership model, covering the period September to June. No payments are collected in July or August, during which coached sessions pause for the summer. Membership benefits may continue during this period unless otherwise stated. The total monthly fee is stated clearly on our website and upon enquiry so that you can understand the full costs before you decide whether to purchase a Membership.

## **7. Late Collection & Charges**

- 7.1. Junior Members MUST be collected by the session finish time.
- 7.2. If a Parent/Guardian is unable to collect on time, they must call 0113 812 3160 immediately.
- 7.3. The University will charge £5 per 15 minutes after the finish time.
- 7.4. After multiple attempts to contact emergency contacts, if a child remains uncollected after 60 minutes, the University will contact Emergency Services.
- 7.5. Repeated late collection may result in refusal of future participation.

## **8. Cancellation of Membership**

- 8.1. A 14-day cooling-off period applies from the date of purchase.
- 8.2. After the cooling-off period, four weeks' written notice. To do this, Members parent/guardian should complete a Membership Amendment Form, which can be found on our website [Beckett Sport Membership Amendment/Cancellation Form 25/26](#).

- 8.3. Subject to clause 8.2, if a cancellation request is received after the Direct Debit payment run has been initiated (eight (8) days prior to the 20th of the month), the Fee for the upcoming month will still be payable and collected in full. No partial or pro-rata'd refunds will be issued.
- 8.4. Direct Debits must not be cancelled with the bank directly. The Venue accepts no responsibility for any fees or penalties charged by the Member's bank in the event of a failed Direct Debit.
- 8.5. In case of a dispute, you must show that you cancelled the Agreement in accordance with the cancellation terms, but for these purposes it will be sufficient to show that you sent your communication concerning your exercise of the right to cancel before the cancellation period had expired.
- 8.6. No refunds are provided for:
  - missed sessions;
  - holidays;
  - illness (unless required by law);
  - decisions to withdraw mid-month.
- 8.7. If the University cancels sessions and cannot offer any suitable alternative, a credit or refund may be offered at the University's discretion.
- 8.8. The University shall have the right at any time to terminate the Membership if any one of the following circumstances applies:
  - 8.8.1. the Parent/Guardian fails to pay any amount due under the Membership on the due date for payment. If a monthly Direct Debit payment is not received and the University has not been notified by the Parent/Guardian in writing of cancellation in accordance with clause 8.3, the University shall contact the Parent/Guardian to request payment of the Fees. If the required payment is not received, the Junior Member shall not be permitted to attend the next scheduled session. If payment remains unpaid, the Membership shall be terminated immediately.
  - 8.8.2. the Parent/Guardian breaches any term of this Agreement or breaches any rules of the Venue;
  - 8.8.3. the occurrence of an event or circumstances beyond the reasonable control of the University;
  - 8.8.4. the Parent/Guardian provides the University with details which the Parent/Guardian knows to be false;
  - 8.8.5. the Parent/Guardian and/or the Junior Member acts in such a way as is likely to cause distress, injury or serious disruption to University staff, students, other participants, members of the public or cause damage to property. The University maintains a zero-tolerance policy against aggressive behaviour towards staff or those present on University premises.
- 8.9. Memberships are not permitted to be transferred to any other person.

## **9. Failed payments and suspension of Membership**

- 9.1. If a Parent/Guardian's Direct Debit payment fails more than two (2) times within any two consecutive calendar months, the University reserves the right to suspend the Junior Member's access to sessions until the outstanding balance is paid in full via the Parent/Guardian's Leisure Hub account.
- 9.2. Continued payment failures may result in permanent cancellation of the Membership and forfeiture of any remaining sessions, without refund.

- 9.3. The University accepts no responsibility for any fees or penalties charged by the Parent/Guardian's bank in the event of a failed Direct Debit.

## **10. Medical, First Aid, and Medication**

- 10.1. Parents/Guardians must complete all medical disclosure forms before participation.
- 10.2. The University may administer first aid and call emergency services unless instructed otherwise in writing.
- 10.3. The University cannot store or administer prescription medication.
- 10.4. If required medical equipment is not provided, attendance may be refused.

## **11. Safeguarding**

- 11.1. All Junior activity follows University safeguarding policies. A full copy of our safeguarding policy can be found on Leeds Beckett [website](#)
- 11.2. All staff delivering Junior sessions hold DBS checks and relevant qualifications.
- 11.3. Parents/Guardians must not enter restricted coaching areas unless authorised.

## **12. Health & Safety**

- 12.1. Injuries, accidents, and near misses must be reported immediately to the coach or centre duty manager.
- 12.2. The University may restrict access where Facilities are at capacity or deemed unsafe.
- 12.3. Parents/Guardians must ensure the Junior Member is fit to participate.

## **13. Limitation of Liability**

- 13.1. Nothing excludes liability for death or personal injury caused by negligence.
- 13.2. The University is not liable for:
- loss or theft of belongings.
  - injuries caused by failure to follow instructions.
  - disruptions caused by weather or external events.
- 13.3. Liability is limited to foreseeable loss only.
- 13.4. Where the User is a Consumer, this Agreement will not affect its rights under law which cannot otherwise be excluded. For detailed information, please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

## **14. Data Protection**

- 14.1. The University shall process all personal data received by it in accordance with its privacy policy, a copy of which is available at [Beckett Sport Privacy Notice | Leeds Beckett University](#)
- 14.2. Photographs will only be taken where appropriate consent has been provided.

## **15. General**

- 15.1. Complaints - The Member should contact the University by telephone on 0113 812 3160 or in writing at [beckettsportjuniors@leedsbeckett.ac.uk](mailto:beckettsportjuniors@leedsbeckett.ac.uk) if there are any complaints about the Membership, Venue and/or

Facilities. The University will do its best to resolve any problems you have with your Membership, use or access to the Venue and/or Facilities.

- 15.2. If access to the Venue and use of the Facilities are not available due to events outside our control, we will contact you as soon as possible to let you know and do what we can to try and provide access to the Venue and use of the Facilities as soon as possible. As long as we do this, the University will not compensate you for any loss of access or use, but if the loss of access or use is likely to be substantial you can contact the Venue by emailing [beckettsportjuniors@leedsbeckett.ac.uk](mailto:beckettsportjuniors@leedsbeckett.ac.uk) to end this Agreement and receive a refund of any Fees paid in advance.
- 15.3. These User Terms and Conditions are governed by English Law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.
- 15.4. This Agreement is between you and us. Nobody else can enforce it and neither of us will need to seek permission from anyone else to end or change it.
- 15.5. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.