



University  
of Glasgow

Sport

UNIVERSITY OF GLASGOW SPORT

# CUSTOMER INFORMATION

# TERMS & CONDITIONS

[glasgow.ac.uk/sport/membership/terms](https://glasgow.ac.uk/sport/membership/terms)

# UGS Terms & Conditions of Use

**Certain of the provisions in these UGS Terms & Conditions of Use limit the liability of UG with respect to Pay As You Go (PAYG), Active Age participants (who are non-Members), Booking Parties, and members of Booking Parties. Please therefore pay particular attention to clauses 65 and 66 below.**

Your use of the Facilities is always subject to you respecting these Terms & Conditions of Use, regardless of whether you are a Member (or their child guest(s)), Pay as You Go (PAYG) user, Active Age Participant, Booking Party or member of a Booking Party.

## Definitions

<b>Booking</b>	a reservation of any of the Facilities available for hire, which is obtained by completing and signing a Booking Agreement
<b>Booking Agreement</b>	online form that must be completed in order to reserve sports facilities (such as for synthetic pitch block booking applications at the Garscube Sports Complex)
<b>Booking Party</b>	person who makes a Booking
<b>Active Age Participants</b>	any UG Member or non-Member who pays the £4.00 fee to participate in the Active Age classes. Please note that non-Members do not need to be Pay As You Go (PAYG) users to participate in Active Age
<b>Facilities</b>	Premises and/or sports-related equipment provided by UG
<b>Member</b>	a person who has become a Member of UGS by paying the relevant fee in accordance with their Membership Category, and "Membership" shall be construed accordingly
<b>Membership Category</b>	<i>These are the following categories of Membership: (1) UG Student (2) UG Staff (3) GU Connect (alumni, non UG students, associated staff) (4) Community (5) Garscube only a full-time or part-time registered student studying credit bearing degree programmes at UG or a UG registered student residing in UG accommodation</i>
<b>Membership Fee</b>	<i>the annual fees or other sums payable by Members to UG for Membership at the Premises, at the rates set out on the UGS website located at <a href="http://www.glasgow.ac.uk/sport/membership">www.glasgow.ac.uk/sport/membership</a></i>
<b>Pay As You Go</b>	<i>there are two types of Pay As You Go: (1) UG Students &amp; Staff Pay As You Go; and (2) All other types of non-Members. Please see clause 69 below for rules governing Pay As You Go users.</i>
<b>PAYG</b>	<i>abbreviation for Pay As You Go users, as defined immediately above</i>
<b>Premises</b>	<i>the sports centres and playing fields provided by UG from time to time</i>
<b>UG</b>	<i>University Court of the University of Glasgow, University Avenue, Glasgow, G12 8QQ, which is the governing entity of the University of Glasgow (Charity Number SC004401, Charity Name 'University of Glasgow Court').</i>
<b>UGS</b>	<i>University of Glasgow Sports service, the part of UG which provides sport facilities, activities and Memberships.</i>

# Conduct

1. **Be Respectful.** You must act in a respectful manner whilst using the Facilities. Anyone who acts in an intimidating, abusive, violent or disrespectful manner may be ejected from the Facilities (and Members may have their Membership terminated with no refund of fees already paid).
2. **No Media Recording.** No photography, filming, audio or video recording, (including the use of mobile telephones for the capture of images or sound), may be carried out on the Premises without the express, prior permission of UGS management.
3. **Consumption Prohibited.** No foodstuffs, alcoholic or soft drinks are to be taken into or consumed on the Premises, other than (a) in such areas as may be designated for that purpose; and (b) when non-alcoholic beverages (such as soft drinks and protein shakes) are in a sealed container. Glass containers are not permitted in any part of the Premises.
4. **Smoking.** Smoking or using e-cigarettes is not permitted in any part of the Premises.
5. **Betting etc.** Betting, gambling or gaming is not permitted within any of the Facilities. Anyone found in the breach of this condition may be liable to prosecution.
6. **Litter.** Litter (including chewing gum) should be disposed of appropriately in the bins provided.
7. **Chewing Gum.** This should not be chewed while exercising.
8. **Towels.** Towels belonging to UGS must be placed in the towel bins provided. Failure to return towels will result in your Membership card being held until the towel is replaced.
9. **Substance Abuse.** No person who is, in the opinion of UGS, under the influence of alcohol and/or drugs (including all substances on the current World Anti Doping Agency list of prohibited substances) will be admitted or allowed on UGS Premises.
10. **Sharing Facilities.** If shared Facilities are busy, you should seek to make Facilities available as soon as possible to those waiting. At the same time, those waiting should be prepared to wait for a reasonable period or use alternative Facilities whilst waiting. Time usage limitations must be adhered to, where stipulated.
11. **Personal Training.** You may not carry out any teaching, education or coaching activities on the Premises (whether for reward or not) without prior permission of UGS management. You may not bring external personal trainers to the Facilities, as a PAYG guest or otherwise.
12. **Safety Guidelines.** You must adhere to the safety guidelines of the activity you are participating in. For example, you should always observe the guidelines stated on any fitness equipment you are using.
13. **Offensive Activities.** No activity which is likely to give offence to others (including UGS employees) is permitted.
14. **Private Equipment Prohibited.** The use of private equipment on the Premises is not permitted without prior permission of UGS management.
15. **Tidiness.** Facilities should be kept tidy and all equipment replaced in its designated area after use. Abuse of, misuse of, or damage to, the Facilities will not be tolerated.
16. **Bags.** Bags and other personal belongings are not permitted in any activity areas.
17. **Hygiene.** You should use suitable measures to maintain basic standards of hygiene, such as using deodorant, showering if needed, and wearing clean gym attire whilst training.

# Dress Code

18. **Acceptable Clothing.** Members and any of their child guest(s) should wear clothes suitable for the activity being undertaken (for example, a t-shirt, shorts and running shoes for running machine exercises).
19. **Unacceptable Clothing.** The following is not acceptable:
  - a. Open shoes or bare feet, unless partaking in certain classes or activities (such as yoga);
  - b. No t-shirt / lack of suitable clothing;
  - c. Jeans or other inappropriate trousers;
  - d. Getting changed in any area other than designated changing rooms;
  - e. Inappropriate attire that is offensive or intimidating to other users; or
  - f. Outdoor clothing in pool (except where expressly permitted, such as for life saving training).
20. **Breach of Clothing Rules.** Refusal to comply with the dress code may result in the user being ejected from the Facilities; continued refusal is a breach of the UGS Terms & Conditions of Use and as such UGS may terminate the user's Membership as stated in the Membership Agreement.

21. **Synthetic Pitch.** Please refer to the Garscube synthetic pitch footwear guidelines at <https://www.gla.ac.uk/myglasgow/sport/facilities/garscube/#!/footwearpolicy> prior to using any outdoor pitches

## Health & Safety

22. **Main Entrance.** You must use the main entrance to UGS premises when entering or leaving.

23. **Health & safety.** You must comply with any reasonable request from UGS staff in relation to health and safety, and to ensure smooth running of the Facilities.

24. **Fire Exits.** Fire exits, which are clearly marked, are there in the interests of safety and you must not interfere with fire doors for any reason.

25. **Health & Safety Notices.** You must read the Health & Safety notices posted outside any equipment or facility rooms and comply with their recommendations.

26. **Animals & Guidedogs.** You must not bring or permit to remain in or on our premises any dogs or other animals with the exception of guide dogs for the blind, hearing dogs for the deaf and other working dogs that assist people with disabilities.

27. **Fire Alarm.** Unless you are notified in advance of a test alarm, upon hearing the alarm you must exit the building by the nearest fire exit as quickly as possible. Staff will clear areas of the building and enforce evacuation.

## Gym Facilities

28. **Busy Periods.** During busy periods, you are to use only one weights station or piece of fitness equipment at a time.

29. **Procedural Care.** All weights and equipment should be replaced correctly after use, and equipment and machines should be wiped down.

30. **Equipment.** If you are unsure of how to use equipment, you should seek instruction before doing so from a member of the UGS team. UGS will not take any responsibility where a user sustains injury from incorrect use of equipment. If any equipment is found to be faulty or malfunctioning please report this to a member of the UGS team immediately and cease using the equipment immediately.

31. **Type of Classes.** The majority of our classes are free. Paid classes require an additional fee to participate in them and will be clearly highlighted as requiring an additional fee.

32. **Cancellations.** UGS timetables, instructors and classes are subject to change at any time. UGS will endeavour to provide notice when a class is unable to take place for any reason. For paid classes, refunds will be provided if UGS cancels.

33. **Access.** All of our fitness classes must be booked online, in person or by phone in advance. Classes can be booked online a maximum of 7 days in advance. Online bookings will close 15 minutes before the advertised class start time. Thereafter any class spaces are available to be booked in person at reception. All online bookings can be made here: [glasgow.ac.uk/sport](http://glasgow.ac.uk/sport), alternatively you can phone us on 0141 330 4540 or 0141 330 5363.

34. **Cancellation:** If you are unable to attend a class for whatever reason, please cancel your booking a minimum of 2 hours before the class start time. This can be done in person or over the phone. For premium classes, you will not receive a refund if you cancel within 24 hours of the class taking place. To request a refund you must contact reception either in person or by phone.

35. **Lateness.** If a participant arrives late, entry to the class may be denied at the absolute discretion of the class instructor.

## Learn 2 Courses

36. **Payment.** Please note that Learn 2 Courses require an additional fee to be paid to participate in them. Payments must be made in full at time of course enrolment.

37. **Availability.** Enrolment in Learn 2 courses is on a first come first served basis.

38. **Cancellation.** Courses may be cancelled by UGS on a singular event basis without forewarning due to unforeseen circumstances (e.g. instructor illness). In the event of cancellation:

a. **Warning.** UGS will provide as much advance warning as possible via email and telephone to participants.

b. **Refunds.** No partial refund will be made for any singular instance of a course cancellation. Refunds for excessive cancellation of singular course events where cancellation is the fault of UGS will be made at the discretion of UGS.

c. **Alternatives.** Where possible UGS will offer an additional course date to compensate for the cancelled instance.

39. **No Discounts.** No discounts are provided for UGS courses.

40. **Withdrawal.** Where the individual attending the courses chooses to cancel their enrolment a full refund will be provided only in advance of 7 days before the start date of the course. Cancellations received within 7 days of the course start date, or during the course itself, will not result in any reimbursement of course fees. Requests for cancellation must be submitted in writing to [sport@glasgow.ac.uk](mailto:sport@glasgow.ac.uk)

## Active Age

Active Age sessions are open to Members and Community Users aged 55 and above

41. **Pre-Requisite.** A Physical Activity Readiness Questionnaire (PARQ) is required to be completed by all participants, and updated at least annually. These are available at [www.glasgow.ac.uk/sport](http://www.glasgow.ac.uk/sport). All Active Age participants are bound by these Terms & Conditions of Use.

42. **Fee & Refreshments.** Active Age sessions are subject to a weekly fee of £4.00 regardless of whether you are a Member or non-Member. The weekly fee includes light refreshments and time to socialise at the end of the class.

43. **Tickets.** Entry to classes at the Stevenson Building are via a ticket which will be issued by reception upon payment of the weekly fee. You can only collect a maximum of 1 ticket per person per class. At Garscube Sports Complex members can book online/in person for a class up to 7 days in advance; non-members can book in person at reception up to 7 days in advance.

44. **Lateness.** Participants are expected to arrive on time. If a participant arrives late, entry to the class may be denied at the absolute discretion of the class instructor.

45. **Changes.** The Active Age programme is subject to change at any time. UGS will endeavour to provide notice when a class is unable to take place for any reason.

## Swimming Pool, Sauna & Steam Room

### 46. Health, Safety & Hygiene Rules.

a. **Health.** Please follow the following rules:

- i. You should use a towel whilst in the Sauna, for the health, safety and comfort of others; and
- ii. You should use the steam room, sauna, swimming pool (where applicable) in moderation and under medical advice.

b. **Safety.** You must:

- i. Not bring children into the sauna or steam room;
- ii. Not touch any equipment in the sauna or steam room;
- iii. Not bring oils or essences to the steam room as pouring them on the steam outlet will create a burn hazard;
- iv. Obey the instructions of our lifeguards at all times;
- v. Not attempt to dry clothes or towels in the sauna;
- vi. Not bring cosmetic products, newspapers, magazines, books or other flammable materials into the sauna as these constitute a serious fire hazard;
- vii. Not run around, jump or dive into the swimming pool;
- viii. Comply with any swimming direction posted in the swimming pool area; or
- ix. Respect that no balls, floats, or inflatables are permitted in the swimming pool area other than those provided by UGS. Buoyancy aids are permitted.

c. **Hygiene.** You must:

- i. Always shower before entering the sauna, steam room or swimming pool;
- ii. When using the unisex steam room and/or sauna, you are required to wear swimming attire;
- iii. Not consume, store, or bring into the changing rooms or swimming pool area, any food or drink or any kind of glass container;
- iv. Only shave in the wash basins provided; or
- v. Wear appropriate swimwear only. Swimwear that covers large areas of the body (including burkinis and full body swimsuits) is permitted provided the safety of the swimmer is not compromised.

47. **Reserved Use of Pool.** The swimming pool areas may from time to time be reserved for adults only, swimmers only, or swimming lessons. Prior notice will be displayed on UGS notice boards and as per our timetables which can be found at [www.glasgow.ac.uk/sport](http://www.glasgow.ac.uk/sport).

# Bookings

48. **Booking Rules.** The following rules apply to a Booking:

a. **Payment.** The following rules apply to payments.

- i. **Full Payment.** Payments for all Bookings must be made in full before the start of the Booking unless UGS agree to invoice you as part of a separate contractual agreement. Bookings can be paid in cash or card at facility receptions or over the phone on 0141 330 4540 for Stevenson Building or 0141 330 5363 for Garscube Sports Complex. If you are a Member, Membership must be in good standing and valid on the date the Booking is made for.
- ii. **Failure to Pay.** Repeated failure to pay for Facilities in advance or at all will result in all future Block Bookings being cancelled until payment is received. If no payment is received within thirty (30) days of the date for which the Booking is made, any unpaid debt will be sent to the UG finance office for chasing. If payment is not made within the following thirty (30) days (that is 60 days after the original due date) then the debt may be passed to a third party debt collecting agency and legal action may subsequently be commenced to recover the debt.
- iii. **Receipts.** It is the responsibility of the payer to retain the receipt for proof of payment.

b. **Hire Charge.** The use of certain Facilities are subject to payment of a hire charge by the Booking Party.

- i. Where the Facilities are booked by a Member, the hire charges are in addition to the Membership Fee. A list of hire charges is available from the UGS at the Premises and on the UGS website [www.glasgow.ac.uk/sport](http://www.glasgow.ac.uk/sport).
- ii. UG reserves the right at any time to change the Booking fees and hire charges at its discretion and these will be posted on the UGS website located at [www.glasgow.ac.uk/sport](http://www.glasgow.ac.uk/sport).

c. **Cancellation by Us.** In the event of unforeseen circumstances, UGS may cancel any Booking at any time. Where possible UG will give as much notice of such cancellation as is reasonably practicable and reimburse you or offer alternative Bookings for any fees or charges paid in advance in connection with such Bookings.

d. **Cancellation by You.** Where a Booking Party wishes to cancel a casual or one-off Booking, the following will apply:

- i. **Procedure for Cancelling.** To end your Booking with us, please let us know by calling customer services on 0141 330 4540 for Stevenson Building or 0141 330 5363 for the Garscube Sports Complex or emailing us at [sport@glasgow.ac.uk](mailto:sport@glasgow.ac.uk).
- ii. **Timescales.** The full hire Fee and any previously outlined related charges (such as equipment hire) for the relevant Booking will be charged to the Booking Party. The following time limits apply:

· **Standard cancellations:**

- a. Value up to £49.99 – 24 hours
- b. Value from £50 to £499.99 – 48 hours
- c. Value from £500 - £999.99 – 7 days
- d. Value from £1000- £1499.99 - 14 days
- e. Values greater than £1499 - 1 month

· Outdoor pitches at Garscube Sports Complex require a minimum of 48 hours' notice.

· Corporate or bespoke Bookings may require a different cancellation policy and you will be informed of this at the time of Booking.

· Cancellation of block Bookings and regular lets require a minimum of 48 hours' notice.

- iii. **Refunds.** UGS reserves the right to issue a refund in respect of Bookings cancelled outside the time periods set out in this clause at its sole discretion.

e. **Cancellation due to Impossibility.** Neither you nor UG will be liable if it was impossible to perform due to circumstances out with your control (such as acts of War).

f. **Customer Liability.** You shall be liable for the cost of any damage or loss (including theft) caused to the Facilities by you or your child guest(s) (fair wear and tear excepted), including where your child guest(s) are to make use of the Booking.

g. **Facilities for Children.** If hiring any UGS Facilities for use by children, you must confirm (1) where you are operating as a group (such as a football team or Scout group) that you have an up to date child protection policy; and that (2) all coaches and volunteers have been satisfactorily checked through Disclosure Scotland.

h. **Equipment.** Booking times will be strictly enforced. You must ensure that any preparation, assembling, dismantling and removal of equipment is carried out during the period of time covered by the Booking and not either before or after that time.

i. **Commercial Bookings.** In instances where Facilities are to be used for commercial purposes, individualised rates will apply depending upon your specific requirements. For commercial rates please contact us by email at [sport@glasgow.ac.uk](mailto:sport@glasgow.ac.uk).

## Hiring Equipment

49. **Rules & Procedure.** The following applies with respect to hiring equipment:

a. **Facilities.** The procedure varies depending upon which Facilities you are using:

i. Stevenson Building. You must pay (1) the hire fee; and (2) leave your Membership or UG Student or UG staff card.

ii. Garscube Sports Complex. You must pay (1) a £15.00 deposit; and (2) the hire fee.

b. **Hiring Fees.** The fee for hiring equipment varies depending upon the equipment you are using. You can access the prices on our website at <https://www.gla.ac.uk/myglasgow/sport/facilities/>.

c. **Loss of Deposit.** The deposit will be lost if the hired item or equipment is returned damaged or not returned.

d. **Additional Charges.** A further charge may be levied by UGS to be paid to UGS if the hired item or equipment is damaged and the deposit (where applicable) is insufficient to cover the actual cost of repairing or replacing it.

e. **Replacement.** You may be required to pay a replacement cost for the item if damage is deemed to have been caused through direct negligence. The charge levied will be based on existing Recommended Retail Price (RRP) for the same or similar equipment.

## Lost Property

50. **Rules & Procedure.** Any non-valuable lost property will be held for a period of 4 weeks from the date the property is found and then disposed of. Please note:

a. **Retention.** Any valuable items of lost property will be sent to University Campus security on the day found.

b. **Recovery Fee.** There will be a discretionary charge of £5.00 per item to recover lost property.

c. **No Responsibility.** UGS takes no responsibility for loss, theft or damage for any items brought into the Facilities, unless UGS is shown to have been negligent. Please see our liability section at Clauses 64 to 67.

d. **Protect your Valuables.** UGS strongly recommends users avoid bringing valuable items to the Facilities where at all possible.

51. **Lockers.** Lockers may only be used for the purposes of keeping gym kit, toiletries, accessories and the clothing that you were wearing when you came to the Facilities. The following conditions apply to the use of them:

a. **Tokens.** Some of our lockers require tokens whereas others are free to use. Each Member will receive one free token for use with those lockers requiring tokens. Replacement locker tokens can be purchased from reception. UGS strongly advises all users to secure their belongings in a locker at all times that they are using the Facilities.

b. **No legal relationship.** The use of lockers is not intended to, and shall not be deemed to, impose any duties of custodianship; create a contractual relationship; or form an agent and principal relationship with UG / UGS. Any person using the locker does so at their sole risk and liability.

c. **Warranties and Indemnities.** Neither UGS nor UG warrants, undertakes or accepts liability for any loss, damage or theft of any items left in lockers, and all such warranties, representations or undertakings, express or implied, are expressly excluded to the fullest extent permitted at law.

d. **Daily Use.** Lockers are provided on a daily basis only and items left in lockers overnight will be removed, and treated as lost property. Items left in lockers at the expiry of an annual locker hire period will be removed and treated as lost property.



e. **Lockers.** If UGS has reasonable grounds to suspect that a locker is being used in breach of these rules (for example, overnight), UGS reserves the right to open the locker in question (by force if necessary) and remove any offending items. Any valuable items of lost property will be sent to University Campus security on the day found. Members will need to pay a recovery fee of £10.00 to gain access to their belongings. Any belongings not picked up within a 4 week period of the opening of the locker will be disposed of or donated to charity.

f. **Lost Locker Key.** If you lose your locker key, you will be charged £15.00 to gain access to your locker. If your key is found you will receive a refund.

g. **Availability.** We cannot guarantee use of a locker will prevent theft of, or damage to your property. UGS will not accept any liability in relation to locker thefts unless they result from our negligence. You should check that your household contents or other insurance policy protects you against any risk of theft.

## Damage

52. **Breakages & Damage.** Breakages or damaged equipment should be reported immediately to UGS reception. Any damage to the Facilities, property or equipment (fair wear and tear excepted) that arises during a Booking must be made good by the Member, individual, group, club or organisation who caused or is otherwise responsible for the damage.

## Complaints

53. **Timescale.** You should communicate any comments or complaints about the Facilities or any Bookings in writing to UGS management within 4 weeks of the relevant incident or issue.

54. **Response Time.** Complaints submitted in writing will receive a final response within five (5) working days of UGS' receipt of such.

55. **Complaints Procedure.** Where appropriate complaints will be taken forward under UG's Complaint Procedure, in accordance with the Scottish Public Services Ombudsman regulations. For further information refer to UG Senate Office webpage located at [www.glasgow.ac.uk/services/senateoffice/studentcodes](http://www.glasgow.ac.uk/services/senateoffice/studentcodes).

56. **Alternative Dispute Resolution.** If you purchased your Membership or any of our other UGS services online and you are not satisfied with how we have handled your complaint, you may want to submit the dispute for online resolution to the European Commission Online Dispute Resolution platform (<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=EN>).

Please note that this is a separate process from the complaints procedure described above and consists of an independent body considering the dispute and seeking to resolve it. If you have any questions, please contact us at [sport@glasgow.ac.uk](mailto:sport@glasgow.ac.uk).

## General

57. **Tours.** UG reserves the right to show visitors, potential Members and other individuals the Facilities at any time including during Bookings.

58. **Opening Hours.** UG reserves the right at any time to adjust opening hours for all or any part of the Facilities, which will be updated on our website [www.gla.ac.uk/services/sport/](http://www.gla.ac.uk/services/sport/)

59. **Availability of Facilities.** UG reserves the right to add, change or provide suitable alternative Facilities and may also at any time withdraw all or part of such Facilities for any period(s) where they are required for tournaments or other activities or in connection with any unforeseen circumstances, repair, alteration or maintenance work.

**Pay As You Go (PAYG), Active Age participants (who are non-members) & Booking Parties – Please be aware of the following extra rules**

## Induction

60. **Virtual Facility Tour.** Prior to your first use of the Facilities, you are advised to complete a virtual facility tour, available here [www.glasgow.ac.uk/sport](http://www.glasgow.ac.uk/sport) In the event you have any questions with respect to how to use equipment or participate in activities, please ask a member of staff for guidance.



# Health

61. **Standard of Health.** By using our Facilities, you warrant and represent that (so far as you are aware) you are:

- a. in good physical condition (for example, you should not use the Facilities while under the influence of alcohol, anticoagulants, antihistamines, beta-blockers, narcotics, or tranquillisers);
- b. capable of all forms of exercise; and
- c. able to exercise as it will not be detrimental to your health.

62. **Ask your Doctor.** If you are in any doubt of your ability to exercise, you should consult with your doctor (for example, if you have high or low blood pressure, heart disease, cardiac irregularities, asthma and/or diabetes, or if you are pregnant you should consult your doctor prior to using our Facilities).

63. **Medical Conditions.** You are responsible for bringing to our attention any medical condition that may present a risk to you or a child guest wishing to engage in any activity or exercise using the Facilities. This is in addition to the commitments you have agreed to under clauses 61 and 62 above.

# Liability

64. **Reporting Process.** You must report any incidents you become aware of involving injury to, or the health or safety of any person at the Premises or using the Facilities immediately to a UGS representative.

65. **Exclusions to our Liability.** The following exclusions apply:

- d. **Loss.** UG shall not be liable under any circumstances, whether in contract, delict (including negligence), breach of legal duty, or otherwise, for any economic loss (including loss of profit, business, revenue, goodwill or anticipated savings (whether or not foreseeable)) or any indirect or consequential loss arising under or in connection with the UGS Terms & Conditions of Use or use of the Facilities by you;
- e. **Injury.** UG will not accept responsibility for any injury occurring in or near any Premises (please note the exception in clause 67 below); or
- f. **Lockers.** Any person using a locker does so at their sole risk and liability.

66. **Cap on our Liability.** UG's total liability for damage or loss arising out of or relating to the UGS Terms & Conditions of Use or any use of the Facilities (including any damage to, or theft or loss, of your property) howsoever caused (whether based on breach of contract, negligence of UG, its staff or agents, strict liability, breach of legal duty or otherwise) shall be limited to the higher of (1) £1000; and (2) the total fees paid by you to UG for use of the Facilities during the period of twelve months prior to the date of such loss or damage.

67. **Exceptions to (1) exclusions to our liability; and (2) cap on our liability.** Nothing shall be deemed to limit or exclude UG liability for (a) death or personal injury caused by the negligence of UG or UGS (or any of their staff, officers or agents), or (b) which may otherwise not be limited or excluded at law.

# Data Protection & Privacy

68. **What we do with your data.** UG will:

- g. Collect and processes your personal information for processing your use of the Facilities (for example, entrance statistics), administering and managing Bookings (for example, allocating names to booking slots and contacting you to inform you of any closure of the Facilities), and for health and safety reasons (for example, in the event of an accident, we may need personal information such as your name or address to assist you); and
- h. Operate CCTV and similar equipment throughout the Premises to monitor safety and security.

The personal information we collect for these purposes from PAYG, Active Age participants (who are non-Members) or a Booking Party includes your name, address, telephone number(s) and email address.

The collection and processing of the above noted personal data is a requirement of your use of the Facilities. Your data will not be shared with third parties outwith the UG without your consent.

Each of the above processing activities will be undertaken as permitted by and in accordance with all applicable data protection laws and regulatory requirements (including but not limited to the Data Protection Act 1998, including any subsequent amendments, and the General Data Protection Regulation). If you have any concerns regarding the handling of your personal data, please notify the Data Protection & FOI Office in the first instance: <http://www.gla.ac.uk/services/dpfoioffice/a-ztopics/dpa-complaints/>.

# PAYG

69. **PAYG Fees & Timing Rules.** How much it costs to PAYG and when you can use the Facilities on a PAYG basis depends upon which of the following categories you fall under:

- i. UG Students & Staff Pay As You Go. UG Students and UG Staff who are not members can access the Stevenson Building as Pay As You Go users at any time for a fee of £6.00 per entry; and Garscube Sports Complex for a fee of £5.00; and
- j. All other types of non-Members (for example, members of the public). These Pay As You Go users can access the Facilities during terms 1 & 2 from Friday after 5pm until closing and during Saturday and Sunday opening times for a fee of £6.00 per entry at Stevenson Building and £5.00 at Garscube Sports Complex. During vacation periods non-Members can access facilities at any time for a fee of £6.00 per entry at Stevenson Building and £5.00 at Garscube Sports Complex. Vacation periods are detailed here: <http://www.gla.ac.uk/services/sport/>