

Terms & Conditions – Trinity Sport

Definitions:

Trinity Sport: Identity term encompassing all sport and physical recreation at Trinity College Dublin (inclusive of services, programmes, products, facilities and all other sport related activity managed or overseen by the university).

Agreement: Means together the application form, membership fees and these conditions.

Application form: Means the application for membership or use of the facilities.

Conduct: Means the behaviour standards required in the facilities as displayed within the facilities or otherwise notified to members and users.

Courses/camps: A scheduled activity programme set out over a number of days/weeks held in Trinity Sport facilities.

Facilities: Means Trinity College Sports Centre (on campus) or such other sports facilities under the control of the university.

Fitness classes: A timetabled exercise class held by Trinity Sport, in person or virtually.

Member(s): Means a current registered member of the facility ('you').

Membership fees: Means the charges payable for your category of membership set out in your application form for use of the facilities.

Private lessons/fitness appointments: A scheduled 30/60 minute private appointment with a qualified Trinity Sport staff member held in Trinity Sport facilities.

Staff: Means the university's employees and/or such other persons contracted by the university to carry out services on its behalf.

University: Means Trinity College Dublin ('we/us/our').

User(s): Means user(s) of the facilities through the 'pay as you go' option and/or authorised guests.

Working days: Monday-Sunday subject to the advertised opening and closing times excluding bank holidays and notified days of Trinity College closure.

1. Commencement, initial term, and continuous membership

1.1 This agreement shall commence on the date of joining following acceptance of your application and shall continue in force for the initial term subject to earlier termination set out in conditions 4 or 5. Memberships paid by monthly payments shall automatically continue after the initial term until terminated in accordance with conditions 4 or 5.

2. Membership and entry

2.1 We recommend that you avail of the 15-minute consultation with one of our fitness professionals ahead of your first visit to the Sports Centre. This can be completed in person, via video call or over the phone. By agreeing to these terms & conditions, you are accepting that you have been offered a free consultation which is optional but highly beneficial. To arrange, call the Sports Centre reception 01 896 1812 or email sport@tcd.ie

2.2 Trinity Sport reserves the right to reject any application for membership or renewal of membership.

2.3 Trinity Sport reserves the right to refuse admission to the facilities at Trinity Sport's discretion. Members may be required to cease using the facilities or refrain from commencing use of facilities at times specified.

3. Membership fees

3.1 The member shall pay the membership fees to Trinity Sport for the use of the facilities at specified times. The payment method shall be agreed at the time of application and may include (but it is not limited to): payment in full or payment in monthly instalments by direct debit, recurring card payment, standing order or salary deduction.

3.2 Membership fees may be subject to annual price changes to reflect inflation. The membership fees may increase by an inflationary amount from 1st October each year and you will be notified of this change in advance via the email address provided by you. If you do not wish to accept this subscription increase, you may cancel membership by giving Trinity Sport not less than one month's written notice. The member giving notice must continue to pay membership fees at the prevailing rate prior to any increase until the end of such notice period.

4. Termination by us

4.1 Without prejudice to any rights or remedies which you or we may have, we may terminate this agreement immediately on giving written notice to you if:

- i. You fail to pay any amount due under the agreement on the due date for payment.
- ii. You commit a material breach of the agreement and/or conduct.
- iii. You provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant your membership; or
- iv. Your membership or membership card is misused.
- v. If three payment failures occur for a member with a monthly recurring payment method, with Trinity Sport not responsible. It is a member's responsibility to ensure with their bank that monthly payments can be facilitated. Monthly payment arrears must be paid no later than one week after the due date.

5. Termination by you

5.1 For a prepaid membership – this cannot be terminated prior to the agreed end date upon joining. Refund of membership is not possible.

5.2 Should you become unable to partake in exercise due to illness or injury, you may apply to sport@tcd.ie to ‘freeze’ your membership. To progress this request, evidence from your medical professional will be required. This option will require a one-week notice period for administration purposes and a membership freeze cannot be arranged retrospectively.

5.3 Memberships with a monthly payment method operate on a rolling contract with a minimum initial term of 3 months. Cancellation requests must be submitted in writing or via email (sport@tcd.ie) (minimum) 30 – 45 days’ (maximum) in advance of when you wish to cease membership. A member of the team will respond within 7 days to progress your membership cancellation request.

6. Booking conditions for hire of facilities

6.1 Members and users may make a booking request by contacting the Bookings Officer, via email on sport@tcd.ie All facility booking requests will be finalised via email confirmation.

6.2 Provisional bookings are not accepted. All Trinity Sport bookings are subject to payment in full prior to booking confirmation. Accepted payment methods include cash, debit and credit card, Trinity T-card, bank transfer and cheque payable to ‘TCD No. 1 Account’.

6.3 There are specific booking policies relating to outdoor facilities including Santry Sports Grounds and Iveagh Sports grounds. More information can be found on <https://www.tcd.ie/Sport/about/terms-conditions/>

6.4 Fitness classes/camps/courses – if we determine that there is insufficient numbers for a class/course, we reserve the right to cancel or postpone before its original start date. As much notice as possible will be provided and a full refund will be offered if no suitable alternative arrangement is found. Pending availability, course transfers may be possible by contacting reception 01 896 1812 or sport@tcd.ie . If additional payment is required this will be arranged at the time of the transfer.

6.5 Booking timeslots are inclusive of set-up and take down of equipment. If you require assistance, please contact the reception.

6.6 All booking cancellations must be completed in accordance with individual activity notice periods. Cancellation of bookings with less than the required notice periods will not be entitled to a transfer or a refund. Bookings may be transferred to an alternative day/time, but this is subject to availability.

- i. Fitness class - minimum 3 hours’ notice required.
- ii. Event hire - minimum 10 days’ notice required.
- iii. Courses/activity camps - minimum 7 days’ notice required.

iv. Private lessons/fitness appointment - minimum 24 hours’ notice required.

v. All other activities - minimum 24 hours’ notice required.

vi. Facility hire including 5-a-side bookings – Minimum of 24 hours’ notice required.

6.7 If customers book and pay for a class, activity or facility using third party online promotions, they will be required to present their emailed booking confirmation upon arrival.

6.8 Bookings outside of normal Trinity Sport operating hours are subject to request and approval and will incur additional charges.

6.9 All climbing wall users must be in possession of a valid climbing license issued by Trinity Sport. The license must be presented at reception prior to use of the climbing wall.

6.10 All facility fees may be subject to annual price changes to reflect inflation, these fees may increase by an inflationary amount from 1st October each year.

7 Facilities and conduct

7.1 Members and users must produce their membership ID/booking confirmation on each visit to Trinity Sport facilities: failure to do this may result in entry being denied.

7.2 Appropriate sporting attire and footwear must be worn at all times. Failure to adhere to this may result in entry being denied or cessation of activity.

7.3 All facilities are non-smoking.

7.4 The consumption of alcohol is prohibited other than in designated areas of the university or the facilities where alcohol is provided.

7.5 Members/users must not take part in physical activity or use any Trinity Sport facilities if they feel unwell, have recently received surgery/medical treatment or against medical advice; or have consumed alcohol/substances in the past 24 hours.

7.6 Please review our medical questionnaire at the webpage below. If you answered yes to any of the three questions here, we advise that you seek medical clearance before commencing any new exercise regime/programme.

<https://www.tcd.ie/Sport/about/assets/pdfs/HealthDeclaration.pdf>

7.7 Members/users who wish to use the sauna/steam room should obtain medical advice if they are pregnant or have high blood pressure/heart problems, or other contra indications.

7.8 Members/users are obliged to comply with Trinity Sport directions on conduct. You will not under any circumstances abuse the facilities, University staff or any other member/user. You will be required to pay for any damage to our property.

7.9 Members/users are obliged to comply with Trinity College Dignity and Respect policy

<https://www.tcd.ie/Sport/about/assets/pdfs/Dignity%20and%20Respect%20Policy.pdf>

7.10 All accidents/incidents must be reported to the Duty Manager/ Trinity Sport member of staff immediately.

7.11 Failure to comply with Trinity Sport's rules and regulations may result in your membership being suspended or terminated.

7.12 Trinity Sport adhere to the Trinity College Child Protection policy.

<https://www.tcd.ie/tricc/about/TCDchildprotection.php>

7.13 The Trinity Sport code of ethics can be accessed below:
<https://www.tcd.ie/Sport/student-sport/assets/pdfs/TrinitySportCodeOfEthics.pdf>

8. Lockers

8.1 Lockers are subject to availability.

8.2 Members/users are advised to store and secure items in the lockers provided.

8.3 Trinity Sport does not undertake that use of a locker will guarantee that no theft or damage to your property will occur and property left in a locker is left at the owner's own risk.

8.4 Members belongings are only permitted for the duration of your Sports Centre visit and not permitted to be stored overnight in lockers, unless you have a valid annual locker subscription. Belongings left overnight in standard lockers will be removed and stored for another 4 weeks, if unclaimed these items will be disposed of.

8.5 An annual locker subscription may be purchased by any current member. There is limited availability with this service and further information is available at reception or

<https://www.tcd.ie/Sport/about/terms-conditions/>

9. Liability

9.1 Trinity College Dublin, encompassing Trinity Sport and facilities under its control, deny all liability in relation to member's use of said facilities to the fullest extent permissible by law.

10. Data protection

10.1 All data collected by Trinity Sport will be collected in accordance with the Data Protection acts 1988-2018 and processed in accordance with Trinity's Data Protection Policy https://www.tcd.ie/info_compliance/data-protection/policy/ and Trinity's Privacy Notice:

<https://www.tcd.ie/privacy/>

10.2 You consent to the transfer of any personal and sensitive personal information between the University and the university's agents, affiliates or contractors or data processors

for legal, personnel, administrative, management and other purposes relating to membership and this agreement. You understand that your personal data may be processed by data processors outside of the European Economic Area (EEA) and that Trinity will put in place adequate safeguards for the transfer of your personal data outside of the EEA.

10.3 Trinity Sport request that you provide contact information upon joining. It is a member's responsibility to ensure any changes in personal data are updated, either at reception or by contacting sport@tcd.ie.

11. General

11.1 This agreement supersedes all prior agreements, arrangements and undertakings between the member/user and Trinity Sport.

11.2 Any disputes or complaints shall be addressed in accordance with the complaint's procedure <http://www.tcd.ie/Sport/about/terms-conditions/> of Trinity Sport and in line with our Speak-Up policy.

11.3 We reserve the right at any time to alter or amend the whole or any parts of this agreement. Any significant changes to this agreement that will materially affect your membership will be notified via email and set out on the website

<http://www.tcd.ie/Sport/about/terms-conditions/>

Minor changes to this agreement will be updated via the website on

<http://www.tcd.ie/Sport/about/terms-conditions/>

11.4 All coaching/instructing is controlled by Trinity Sport. Any persons wishing to conduct private coaching, training, instructing or teaching in any of our facilities must obtain the prior permission of Trinity Sport management.

11.5 We reserve the right without prior notice at any time to alter or amend the whole or any parts of the facility timetable. All information on activities is given in good faith, all activities are subject to change depending on circumstances.

11.6 Children under the age of 16 must be accompanied by an adult to use the swimming pool/climbing wall and court facilities. The supervision ratio for pool use is 1 adult:2 children. The minimum age for participants on Trinity Sport camps is 4.

11.7 Users 16 and 17 year old's may avail of gym and pool facilities. Free fitness consultation compulsory prior to gym usage. Discounts available for second level students.

11.8 For children's camps, functions and parties please refer to additional terms and conditions available from the main reception and at <https://www.tcd.ie/Sport/children/info/>

11.9 Photography/Videography policy:

i. No photographic or video graphic devices are permitted to be used poolside or in changing facility areas at any time.

ii. No photography/videography is permitted in any other facilities at any time except with the prior approval from Trinity Sport. You can contact the Sports Centre reception to request this, or email sport@tcd.ie.

11.10 Where members/users' account debts remain unpaid beyond 30 days, further bookings may not be accepted.

11.11 All lost property is held at Trinity Sport facilities for a maximum of four weeks, after this period it will be disposed of.

The Trinity Sport terms & conditions are reviewed annually and reissued by 1st September each year. The most recent version of our terms & conditions are available on our website.

For further information relating to all our facilities and services please visit our Trinity Sport www.tcd.ie/Sport/

This document was last updated in August 2022 and is reviewed annually