4.5.1 Members may initiate an upgrade of their membership type at any time. If the Member pays via Direct Debit then the membership can be upgraded from the 1st of the following month provided that the upgrade takes place on or before the 23rd of the current month. If the upgrade takes place on the 24th or after then the Membership will be upgraded on the 1st of the month after the next (e.g. an upgrade request on the 24th of April would result in the upgrade starting on the 1st of June).

4.5.2 Memberships that were paid for by a One-off Up Front Payment can be upgraded as of the following day. A pro-rata refund of any Membership fees paid to date will be deducted from the total price of a new Membership at the upgraded price level.

4.5.3 All Membership upgrades are classed as a new Membership and specifically subject to clause 4.1.2, as well as all other terms and conditions.

4.5.4 Membership downgrades may not be possible.

4.6 Family Memberships

4.6.1 Family memberships must be linked to a current Cambridge Sport or Squash member in either Student, Staff, Alumni or Corporate categories and permanently reside at the same address. Parents, partners, siblings, sons/daughters are eligible. Proof of address will be required.

5. Cancellation of Memberships

5.1 Cancellation during the first 14 Days of Membership

5.1.1 A 14 day cooling off period applies to all new Memberships, from the date of purchase of the Membership. During this cooling off period, the Member may cancel their Membership by contacting the Assistant Director of Business & Operations in writing via enquiries@sport.cam.ac.uk.

5.1.2 If a Member chooses to terminate their Membership within the cooling off period, the University reserves the right to retain the joining fee and a proportion of the fees paid if the Membership has been utilised (for example, if the Member has gained access to the Fitness Suite or attended classes).

5.2 Cancellation of Cambridge Sport or Squash Membership by the Member

5.2.1 Members paying by Direct Debit: Members cancelled in writing on or before the 7th of the month will end on the last day of the same month (no further DD payments will be taken). Memberships cancelled in writing after the 7th of the month will end on the last day of the following month (1 further DD payment will be taken).

5.2.2 If a Member paid for a Cambridge Sport or Squash Membership up front, they will not be permitted to cancel their membership before the term is complete.

5.2.3 Cancellation of payment method does not terminate the membership. Members will be liable for all membership fees until the University of Cambridge Sports Centre receives notice of the membership cancellation in writing from the member.

6. Changes to Membership, Early Cancellation and Freezing of Membership

6.1 Changes to Fitness Suite Opening Hours

6.1.1 Details of the Fitness Suite’s current opening hours and facilities are displayed on the Website.

6.1.2 The University reserves the right to change the Fitness Suite opening hours or the facilities available at any time, at its sole discretion. If such changes are made, the University will, where reasonably possible, display notices in the Centre and on the Website notifying Members of the change at least 2 weeks beforehand.

6.1.3 Members for whom freeze requests are made by a person to use a membership that does not belong to them, the card will be withdrawn and the membership terminated.

6.2 Changes to Membership Fees

6.2.1 The University reserves the right to change its Membership Fees at any time, at its sole discretion.

6.2.2 In the event of such a change, the University reserves the right to amend the amount of the monthly payment for those paying for their Cambridge Sport Membership by monthly direct debit, to reflect the amended Membership Fee.

6.2.3 Any changes to Membership Fees shall become applicable to each Member upon the next due date for Membership Fee payment by the relevant Member.

6.2.4 In the event of a change in membership fees, members are free to cancel immediately and without penalty.

6.3 Changes to Terms and Conditions and Code of Conduct

6.3.1 The University may unilaterally vary the terms where the University acting reasonably considers it necessary (a) to do so in order to comply with government guidance, or (b) for reasons of health and safety, operational efficiency, or effective facilities management, or (c) for any other reasonable reason. Changes will be displayed in the Centre at least three weeks before the changes come into force. Members who do not wish to accept such changes may cancel their Membership in accordance with clause 5.2.2 above.

6.3.2 The provisions of clause 5.1.1 shall not apply to changes made to the address within clause 18 of these Terms and Conditions.

6.4 Freezing of Membership

6.4.1 Members wishing to temporarily freeze their Membership may do so at the discretion of the University. The Member is obliged to notify the University of the period in which they wish to freeze their Membership in addition to the minimum period of their Membership (For example, a 12 month Membership plus 2 months where the Membership is frozen would equate to a 14 month total obligation).

6.4.2 Any requests for a Membership to be frozen must be made on the reason for the freeze. The University reserves the right to apply a nominal charge for which is required by the freeze and the Member may refuse to pay such freeze fee. The freeze shall be applied for the period that the Membership freeze is in effect. Any charge will be made clear to the Member in response to the request.

6.4.3 Membership freezes will be considered in the event of any of the following changes to their personal circumstances:

- Long term Illness or Disability
- Death of a partner or dependant
- University of Cambridge Staff temporarily moving away from the area for work purposes.

6.6.4 Memberships can be frozen for a minimum period of 1 month.

6.6.5 Freeze requests must be sent in writing to enquiries@sport.cam.ac.uk.

7. Termination of Membership by the University of Cambridge

7.1 The University may terminate Membership at its sole discretion, without notice and with immediate effect in the following circumstances:

7.1.1 If a Member commits a serious or repeated breach of these Terms and Conditions or University regulations, and the breach, if capable of remedy, is not remedied within 7 days of the Member being notified of the breach; or

7.1.2 If a Member provides details they know to be false when applying for Membership and the false declaration would have reasonably affected the University’s decision to grant the Membership.

7.2 If the University terminates the Membership, for any of these reasons, it reserves the right to...
retain a proportion of the Membership Fees paid by the Member, to cover any reasonable costs that have been incurred.

8. Safety Procedures and Code of Conduct
8.1 Members shall comply with the Centre’s Code of Conduct, a copy of which is provided to Members when they join. These Terms and Conditions and which is displayed prominently in the Centre and made available through the Website and relates to opening hours, use of the facilities and conduct. The Centre may (subject to these Terms and Conditions) make reasonable changes to the Code of Conduct at any time. Advance notice shall be given unless an immediate change is required for reasons of safety. Members shall comply with the reasonable instructions of the Department Staff while in the Centre.
8.2 Appropriate clothing and footwear must be worn at all times during sports activities. Footwear with non-marking soles only must be worn in the Sports Facilities.
8.3 Changing clothing outside of the designated changing areas within the Centre is not permitted.
8.4 On hearing the fire alarm, all Members and Users must leave the Centre. Department Staff will direct Members and Users to the nearest assembly point and only on their instruction can Users return into the Centre.
8.5 Members are not permitted to make or receive phone calls during their time in the Fitness Facility.

9.1 All Members may book Sports Facilities up to 7 days in advance of the desired Booked Period. The fees payable in respect of such bookings shall be the relevant fees notified by the University to the Member.
9.2 Subject to clauses 9.6 and 9.7, Members may make bookings under this clause 9 on behalf of non-Members.
9.3 A Booked Period is the total time for which the relevant Sports Facility is booked and any necessary set up of equipment must be completed during the Booked Period. Members should bear this in mind when making a booking.
9.4 Any booking cancellation made at least 2 hours prior to the start of the Booked Period will not be charged. Any cancellations after that time or ‘no shows’ will incur a dishonour charge.
9.5 The Member booking the activity must make the booking or take part in the activity that has been booked and therefore may not book more than 1 court at the same time.
9.6 The Member booking the activity shall ensure that all Users who take part in the booked activity as a result of the Member’s booking adhere to the Centre’s Code of Conduct. Any infringement of the Code of Conduct by any such Users may result in action being taken against the Member who made the booking.
9.7 Members and Users participating in any activity booked under this clause 9 must arrive in time to check in at Reception, change clothes where necessary, and to make their way to the booking location prior to the start of the Booking Period.
9.8 If a relevant Member has not checked in at least 5 minutes before the start of the Booked Period, Department Staff may reassign the booked Sports Facilities to any waiting Members and the Member who made the booking will incur a dishonour charge.
9.9 Members are entitled to book 1 court per day only (per sport) as part of their Cambridge Sport membership. Additional court hire will be charged at the pay as you train rate. If playing with another member, each member is entitled to 1 court per day meaning 2 courts may be hired, one after the other.
9.10 Guest fees will be charged at £2 for any non-member accompanying a member to play Badminton, Squash, Fives or Tennis. This is payable before play commences at reception.
9.11 Squad Court Bookings
9.11.1 Some areas of the Centre may display booking sheets with member names on for the purpose of identifying court bookings in the squash area. Personal data will remain held in accordance as per section 20.
9.11.2 Squad and Cambridge Sport members are not permitted to book more than one court per sport, per day. Additional courts will be chargeable at the PAYT rate.
9.12 Badminton Court Bookings
9.12.1 Cambridge Sport members are permitted to book one court, per sport, per day. Additional courts will be chargeable at the PAYT rate.
9.12.2 Cambridge Sport members may book a badminton court to play badminton or short tennis only as part of their membership. Bookings for any other sports will be charged at the PAYT rate.

10. Booking Classes
10.1 All Members may book in advance to attend classes run by or on behalf of the Department at the Sports Centre, subject to availability and in accordance with the provisions of this clause.
10.2 Members with Cambridge Sport membership may book into any class that takes place at no member nominal charge, up to 7 days in advance of the relevant class.
10.3 If any Member wishes to cancel a booking for a class, they must do so in person at the Centre, on the app or by telephone. If a Member cancels less than 2 hours prior to the relevant class, or if the Member is not on a booked class, they will incur a dishonour fee. Members will then not be permitted to book into another class until this fee has been paid. This clause 10.3 applies to all Members.
10.4 Members should arrive at least 15 minutes prior to the relevant class to allow time to check in, change, and to make their way to the class location. Members must check in, where necessary, pay the relevant class fee, on arrival at the Centre Reception. If Members have not checked in 5 minutes before the relevant class, Department Staff may reassign the booking to any waiting members. Reserve lists will only operate ‘on the day’ for Members who are in the Centre 5 minutes before the start of the class. The Department reserves the right for class instructors to refuse entry to Members and/or Users arriving late to classes on safety grounds.

11. Booking Courses
11.1 All Members may book in advance to attend courses run by or on behalf of the Department at the Centre, the details of which the University shall publish and advertise through the Website and as posted on posters, flyers and other marketing materials published within the Centre.
11.2 Booking, cancellation, completion and certification of courses shall be subject to the Members meeting and complying with the specific requirements of the relevant course published by the University.

12. Admission, Access, Opening Times and Temporary Closures
12.1 Details of the Centre opening hours and annual holiday closures are displayed within the Centre and on the Website.
12.2 The Centre may be required to enforce temporary closures of all or part of the Centre and/or Fitness Suite. Details of any such closures will be displayed in the Centre. It is expected that such closures will occur during the University’s exam period, and from time to time throughout the year.
12.3 No person under the age of 18 will be admitted to the Fitness Suite, except during designated, supervised sessions, or with prior agreement from the Head of Operations.
12.4 In the event of the Fitness Suite reaching its maximum user number, Department Staff may refuse entry to Members and/or Users to access our barrier controlled Car Parks. We may not be able to accept all Members and/or Users to access our barrier controlled Car Parks. We may not be able to accept all Members and/or Users to access our barrier controlled Car Parks.
12.5 Members must bring their Membership card with them on each visit to access the Fitness Suite. The Department reserves the right to refuse entry to persons unable to produce their Membership card or their Membership status up to date. All Members must bring their Membership card. Members in all other categories will be issued with a Membership card when they join. Members applying for a replacement card will be required to pay a £2 administration fee for this replacement card.
12.6 At any one time, up to two weight training platforms may be reserved by Department Staff for University team or athlete training purposes, and will not be available to Members during these times. Where practicable, the times of these sessions will be displayed in the Centre.

13. Parking
13.1 Members may park in car park 6 & 7 at the top of Philippa Fawcett Drive on the West Cambridge Site, subject to availability, between the hours of 6.30am and 8.30am, and between the hours of 4.00pm and 10.30pm weekdays, and 8.00am to 8.00pm on weekends whilst using the facilities within the Centre. There is only accessible bay parking on the Sports Centre Site for blue badge holders.
13.2 Vehicles must be removed from the car park on leaving the Centre and any Member failing to remove their vehicle may be subject to the removal of the parking rights set out in clause 13.1.

14. Lockers
14.1 For security reasons, Users are asked to store personal belongings and valuables in the lockers provided.
14.2 Lockers in the Centre are operated by University Cards or Membership Cards. Lockers in the other Sports Facilities changing areas are on a keypad system.
14.3 Users will remove the keys from the lockers when they leave the Centre. Department Staff will remove the contents from any locker overnight. Users can claim the contents the Department has removed from the Centre Reception up to two weeks after removal. After this time, unclaimed items may be donated by the University to charity.

15. Injury and Accidents
15.1 The University will compensate Members for any loss or damage they may suffer if it fails to carry out its obligations under these Terms and Conditions but only if the University breaches any duties imposed by it by law (including if it causes the death or personal injury to a Member by its negligence) unless that failure is attributable to:
15.1.1 The Member’s own fault;
15.1.2 A third party not connected with the provision of services under these Terms and Conditions; and
15.1.3 Events which neither the University nor its suppliers could have foreseen or forestalled even if the University had taken all reasonable care.

16. Loss or Damage to Personal Property
The University’s liability to compensate Members for any loss or damage to personal property is limited to a reasonable amount, having regard to such factors as whether the damage was due to a negligent act or omission by the University.

17. Coaching & Personal Training
No private sports coaching or personal training is permitted on the University of Cambridge Sports service premises unless prior authorisation has been given by the Facilities Manager, or the Coach has been approved as a registered Coach with the University of Cambridge Sports Service under the Coach accreditation scheme. Any member found to be in breach of this condition will have their membership withdrawn.

18. Notices
Notices to the University under these Terms and Conditions, including notices of cancellation of Membership, shall be made in writing to the following address, or such other address as the University may advertise from time to time:
Assistant Director of Business & Operations, The University of Cambridge Sports Centre, Philippa Fawcett Drive, Cambridge, CB3 OAS or enquiries@sport.cam.ac.uk

19. Severability
If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms and Conditions.

20. Governing Law and Jurisdiction
These Terms and Conditions and any dispute or claim arising out of or in connection with them or the subject matter or formation (including non-contractual disputes or claims) (“Disputes”) shall be governed by and construed in all respects in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle Disputes.

21. How the Sports Service uses your Personal Data (for members)
I understand that the University will hold my personal details on its secure database and that it may use them in case of an emergency, or if it needs to contact me about a booking; this may be by telephone, email or text message. In general, we use your personal information in order to deliver our contractual obligations to you as a user of our service and to monitor/re- secure your use of our facilities. This includes inputting your data on our CRM system owned by Gladstone MRM. We use any ethnicity and disability information you supply to monitor the use of our service and you do not have to provide it to us. We use health information to enable our safe use of the service and by providing it you give your consent to this. We collect your Car Registration Number to allow you access to our barrier controlled Car Parks. We do not share your personal information with third parties (for marketing purposes or otherwise) other than MailChimp, to send mailings, and Technogym, our Fitness Equipment supplier, both of which are contracted to enhance the service we offer; but you may opt out of these by using the opt-out link on any correspondence emails sent to you. Any person joining under a corporate agreement may have their information shared with the named company to check validity of the relationship. Users who join via our online portal will have bank account and address verification completed; to do this, your personal data will be shared with The GB Group Plc. For more information about how we handle your personal information, and your rights under data protection legislation, please see https://www.information-compliance.admin.cam.ac.uk/data-protection/general-data.