

MEMBERSHIP TERMS AND CONDITIONS – April 2019

1. Definitions

In these Terms and Conditions, the following words shall have the following meanings:

'**University**' shall mean the University of Cambridge of The Old Schools, Trinity Lane, Cambridge CB2 1TN;
'**Centre**' shall mean The Cambridge University Sports Centre, West Cambridge as further described on the Website;
'**Fitness Suite**' shall mean those facilities included in the Fitness, Strength and Conditioning Suite within the Centre as further described on the Website; '**PAYT Membership**' shall mean valid membership of the Centre, in accordance with the provisions of clause 2 of these Terms and Conditions, and '**PAYT Member**' shall be construed accordingly;
'**Cambridge Sport Membership**' shall mean valid membership of the Fitness Suite, in accordance with the provisions of clause 3 of these Terms and Conditions, and '**Sport Member**' shall be construed accordingly;
'**Head of Operations**' shall mean the Head of Operations for the University Sports Service, or their nominee(s);
'**Sports Facilities Manager**' shall mean the Sports Facilities Manager of the University Sports Service, or their nominee(s);
'**Department**' shall mean the University Sports Service;
'**User**' shall mean any person present on Centre premises or using any of the facilities of the Centre, whether as a participant or spectator, who is not a Member and whether or not a charge has been levied for entry to the Centre or their use of the facilities within the Centre;
'**Membership**' shall mean Centre Membership and/or Fitness Suite or Squash Membership, as appropriate;
'**Membership Fees**' shall mean the fees payable for Centre Membership, Fitness Suite Class only or Squash Membership, as appropriate, at the rate notified by the University to the prospective Member at time of their application for Membership or subsequent renewal;
'**Member**' shall mean an individual who holds a valid Membership;
'**Hirer**' shall mean a Member who has booked use of any Sports Facilities;
'**Booked Period**' shall mean the period(s) of any day or part thereof reserved for the use of the Hirer;
'**Department Staff**' shall mean staff of the University of Cambridge, employed through the Sports Service;
'**Sports Facilities**' shall mean all bookable sports spaces and courts within the Centre; and
'**Website**' shall mean www.sport.cam.ac.uk/CambridgeSportsCentre/index.html or any other website through which the University provides information about the Centre as notified to Members by the University from time to time.

2. Membership and use of the Centre

2.1 The University, at its sole discretion, offers Membership and provides use of the Centre to Members in accordance with these Terms and Conditions.
2.2 An application for Membership will be deemed to have been accepted once all of the relevant paperwork has been completed and you have been issued with a membership card.
2.3 Members are required to disclose any medical conditions they have or which they may develop during their period of Membership which may be relevant to their use of the facilities at the Centre. For certain medical conditions and in the interests of Members' health and safety, the University may require Members to provide a letter from their GP, Physiotherapist or other specified medical professional before access to the Centre (or any part of it) is granted or continued by the Department.
2.4 Members must only be used by the person who joined. Members will be identified by their photograph. If an attempt is made by a person to use a membership that does not belong to them, the card will be withdrawn and the membership terminated.

3. Pay As You Train Membership

3.1 General

3.1.1 PAYT Membership entitles the holder to use the Fitness Suite and to book (a) classes and courses run by or on behalf of the Department within the Centre and (b) Sports Facilities in accordance with these Terms and Conditions.
3.1.2 PAYT Membership is non-transferable.
3.1.3 PAYT Members agree at all times to comply with these Terms and Conditions and failure to do so may result in termination of Membership, in accordance with clause 7.1 below.

3.2 PAYT Membership Fees and Payment

3.2.1 Membership Fees in respect of PAYT Membership for students of the University shall be paid for by their respective College and are not payable by the individual student.

4. Cambridge Sport or Squash Membership

4.1 General

4.1.1 Sport and Squash members are required to pay a joining fee when taking out a membership. University of Cambridge students' joining fees will be paid by their College.
4.1.2 Fees are payable either by a single upfront payment or monthly by Direct Debit.
4.1.3 Cambridge Sport and Squash Memberships are non-transferable.
4.1.4 Members agree at all times to comply with these Terms and Conditions and failure to do so may result in termination of their Membership, in accordance with clause 7.1 below.

4.2 Membership Types

4.2.1 CAMBRIDGE SPORT Membership entitles the Member to access facilities in the Fitness Suite, Strength & Condition room and Athletics Track during all opening hours and to book Group training classes, and squash, Fives and badminton courts free of charge, subject to availability.
4.2.4 SQUASH Membership entitles Member to unlimited use of the squash, Rugby and Eton Fives courts (subject to availability). Bookings can be made from 4 weeks in advance.

4.3 One-off Up Front Payments

4.3.1 For those paying for Memberships with a one-off up-front payment, Membership will automatically terminate at the end of 12 months from the date of purchase, unless it is a specified short term membership, or the membership is terminated or cancelled in accordance with these Terms and Conditions.
4.3.2 To renew their Membership, a Member must pay the appropriate Membership Fee. Members can renew their Sport or Squash Membership at any time up to 30 days after the end date of their existing Membership, after which time the Member will also be required to repay their joining fee

4.4 Monthly Payments

4.4.1 For those paying for Sport or Squash Membership by monthly direct debit, all Membership shall continue on a rolling basis until such time as the Member cancels their Membership in accordance with these Terms and Conditions or until it is otherwise terminated or cancelled in accordance with these Terms and Conditions.

4.5 Membership Upgrades

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 25th April would result in the upgrade starting on the 1st 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 clauses.
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 Sports Facilities Manager in writing or 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: Memberships 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 facilities and peak and off peak times are displayed in the Fitness Suite and 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.

6.2 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.

6.3 Changes to Terms and Conditions and Code of Conduct

6.3.1 The University reserves the right to change these Terms and Conditions or the Centre's Code of Conduct at any time, at its sole discretion. Changes will be displayed in the Centre at least two weeks before the changes come into force. Members who do not wish to accept such changes may cancel their Membership in accordance with clause 6.5 below.
6.3.2 The provisions of clause 6.3.1 shall not apply to changes made to the address within clause 18 of these Terms and Conditions, or the telephone number in clause 10.5 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 obligated to fulfil the period of the frozen 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 Dependent on the reason for the request to freeze a Membership, a nominal charge may 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 Injury or illness;
-Pregnancy or birth or adoption of a child;
-Death of a partner or dependent;
-University of Cambridge Staff temporarily moving away from the area for work purposes.
6.4.4 Memberships can be frozen for a minimum period of 1 month
6.4.5 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 that 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 prior to acceptance of 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 sporting clothing and footwear must be worn at all times during sporting 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 requested not to make or receive phone calls during their time in the Fitness Facility.

9. Booking Sports Facilities

9.1 All Members may book Sports Facilities up to 7 days in advance of the desired Booked Period. Squash Only Members can book squash courts up to 4 weeks in advance.

The fees payable in respect of such bookings shall be the relevant fees notified by the University to the relevant Member at time of their booking. All bookings are non-transferable.

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 cancellations made at least 12 hours prior to the start of the Booked Period will not be charged (2 Hours for Squash Courts). Any cancellations after that time or 'no shows' will incur a dishonour charge. Dishonour charges must be paid in full before any further use of the centre is permitted.

9.5 The Member who made the booking must be present and 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 Squash Court Bookings

9.9.1 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.

9.9.2 Squash and Cambridge Sport members are not permitted to double book courts during peak times either side by side, or one after another.

9.10 Badminton Court Bookings

9.10.1 Cambridge Sport members are not permitted to double book courts during peak times either side by side, or one after another.

9.10.2 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 onto any class that takes place at no additional cost, 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 12 hours prior to the relevant class, or if they do not attend 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 and, 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 booked place 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 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 Member 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, peak and off peak times and annual holiday closures are displayed within the Centre and on the Website.

12.2 The University may have 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 on health and safety grounds.

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. For University students and staff, the University card will also be the 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 the 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 must remove their belongings 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 or to a reasonable standard or breaches any duties imposed on 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 unconnected 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:

The Head of Operations, The University of Cambridge Sports Centre, Philippa Fawcett Drive, Cambridge, CB3 0AS 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 their 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 in case 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/research sales and 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 your safe use of the service and by providing it you give your consent to this. We collect your Car Registration Number to allocate 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 designed to enhance the service we offer; but you can 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>.