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 1TQ.
- ‘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 Zone and the Aquatics and Hydrotherapy 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 Facilities, or their nominee(s).
- ‘Sports Facilities Manager’ shall mean the Sports Facilities Manager of the University Sports Facilities, or their nominee(s).
- ‘Department’ shall mean the University Sports Services;
- ‘User’ shall mean any person present on Centre premises or using any of the facilities of the Centre;
- ‘Member’ shall mean Centre Member and/or Fitness Suite 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;
- ‘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 Centre;
- ‘Department Staff’ shall mean staff of the University of Cambridge, employed through the Sports Services;
- ‘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 of the Centre. In the interests of 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 Memberships 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 A Pay As You Train 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) 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.

3.1.2 PAYT Members agree at all times to comply with these Terms and Conditions and 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.

3.3.2 Members agree at all times to comply with these Terms and Conditions and 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 to do so may result in termination of 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 Zone, Fitness Suite, Strength and Conditioning Zone and the Aquatics and Hydrotherapy Centre as further described on the Website; and to book Group training classes, and squash, Fives and badminton courts free of charge, subject to availability.

4.2.2 SQUASH Membership entitles Member to unlimited use of the squash, Rugby and Eton Fives courts (subject to availability). Booking can be made from 1 week 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 A Member initially upgrades 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 Membership

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: 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. Any charges, which have been incurred, will be refunded in proportion to the remaining membership months.

5.2.3 Cancellation of payment method does not terminate the membership. Members will be liable for all membership fees until the University reserves the right to terminate the membership 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.

6.2 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 1 week before they come into effect.

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 fulfill the period of the frozen Membership in addition to the cancellation period of the Membership. Members may apply for the period to be prorated for the total Membership (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 to which the 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 and adoption of a child;
- Death of a partner or dependant;
- University of Cambridge Staff or 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:

- 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 User being notified of the breach;

7.1.2 If a Member provides the University or a usps or a false declaration 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 Fee paid to 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 all Members at the first time they attend the Centre. The Code of Conduct is 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. If non-marking clothing outside of the designated changing areas within the Centre is not permitted.
8.3 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.
8.4 Members are requested not 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. All bookings are non-transferable.
9.2 Any booking cancellations made at least 2 hours prior to the start of the Booked Period will not be charged.
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 could bear this in mind when making a booking.
9.4 Any booking cancellations 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 who made the booking must be present and take part in the activity that has been booked and thereafter the Member may book any other Member’s booking.
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. These Terms and Conditions provide that 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 for the 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 subscription. Additional court hire will be charged at the pay as you train rate. A court hire may not be booked over a 24-hour period, i.e., if an individual 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 participate in any activity booked under this clause 9. These Terms and Conditions provide that any such Member is entitled to 1 court per day meaning 2 courts may be hired, one after the other.
9.11 Squash 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 20.3.
9.11.2 Squash 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 onto any class that takes places in their membership, including weight training classes, 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 start of 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.
10.4 Members should arrive at least 5 minutes before the relevant class starts.
10.5 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.
10.6 The Centre reserves the right for class instructors to refuse entry to Members and/or Users whose classes are not of the booked ground.

11. Booking Cancellations
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 on the Website.
12.2 The University may 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 temporary 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 capacity, 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. Department Staff 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 first 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, in allotted team time for specific training purposes, and will not be available for use 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 Philippi Fellacope Drive on the West Cambridge Site, subject to availability, between the hours of 6.30am and 8.30am, and between the hours of 4.45pm and 8.30pm 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 Department Staff reserves the right to remove the vehicle of 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 belongings from the lockers or leave the Centre. Department Staff will remove the contents from the 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 take all reasonable care to do so, or if a third party unconnected with the provision under this clause shall be held responsible for any accident or injury to a Member or its personal property. Persons are advised to check the University’s insurance policy.
15.2 A third party unconnected with the provision of services under these Terms and Conditions; and
15.3 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
16.1 The University is under no liability to 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 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, Philippi Fellacope 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 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) shall be governed by and construed 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 to deliver our contractual obligations to you as a service user and to monitor research and sales of our products. This includes inputting your data on our CRM system owned by Gladsate 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 free entrances at the Park and Ride car parks. We do not use any personal information with third parties (for marketing purposes or otherwise) other than Malchimp, to send mailings, and Technogym, our Fitness Equipment supplier, both of which are designed to enhance the service we offer; but you have the right to opt out of the use of this information by contacting us as set out above. 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 provide 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.