TERMS AND CONDITIONS OF KENT SPORT PUBLIC & ALUMNI MEMBERSHIP

Application for Membership: Your application for membership as appended to these Conditions.

Contract: The contract between you and us for the Services.

Conditions: These terms and conditions as amended from time to time.

Membership Fees: The charges payable for your category of membership as set out on the website https://www.kent.ac.uk/sports/public/index.html.

Initial Duration: 12 months.

Etiquette: The behaviour standards required in Kent Sport displayed or notified by a member of staff.

Services: The use of our facilities at Kent Sport.

We/us/our: University of Kent.

Trading as: Kent Sport.

The Sports Centre: The premises used for delivery of the Services at Kent Sport, Sports Centre, University of Kent, Canterbury, Kent, CT2 7NL.

You/your: The person applying for the membership of Kent Sport and access to the Services.

Working Days: Monday to Sunday inclusive.

Membership types:

Gold: Membership allows access to the facilities at all times *subject to availability.

Silver: Membership allows access to the fitness suite weekdays 7 to 9am and 2 to 4pm, Saturday 10am to 12pm and Sunday 10am to 12pm, Bank Holidays 10am to 12pm. Access to all other facilities at any time.

Bronze: Membership can use the facilities on a pay per activity basis.

1. BASIS OF MEMBERSHIP

1.1. Your application for membership is an offer by you to enter into a Contract with us which we are free to accept or decline at our discretion.

1.2. These Conditions shall become binding on you and us when we accept your application for membership by issuing you with a membership card or validating your Kent One Card.

1.3. Photo ID check will be required before the contract term commences.
2. **APPLICATION OF CONDITIONS AND OUR OBLIGATIONS**

2.1. These Conditions shall prevail over any inconsistent terms or conditions implied by law, trade custom, practice or course of dealing. This will not change your legal rights as a consumer.

2.2. Kent Sport reserves the right to change minor aspects of the Services. This will not change your legal rights as a consumer.

2.3. We shall use reasonable endeavours to provide the Services but you acknowledge that our ability to provide the Services may be affected by circumstances beyond our control.

2.4. Time shall not be of the essence for our performance of the Services under the Contract which means that you shall not be entitled to terminate the Contract if we do not provide the Services on time.

3. **COMMENCEMENT, INITIAL DURATION AND CONTINUOUS MEMBERSHIP**

3.1. The Contract shall commence on the date of our acceptance of your Application for Membership and shall continue in force for the Initial Duration and any subsequent duration.

3.2. You may choose to pay the Membership Fees in full, by cash, cheque, credit card or by monthly standing order.

3.3. If you choose to pay monthly rather than pay in full, then after the Initial Duration, your membership shall automatically renew for a further twelve months until terminated in accordance with clauses 10 and 11.

3.4. You may elect to change from monthly payments to a pay in full method giving not less than 30 days’ notice, to expire at the end of the Initial Duration, in writing to the Sports Centre.

3.5. Members must be aged 16 years or older.

4. **MEMBERSHIP FEES AND ADDITIONAL PURCHASES**

4.1. Without prejudice to any other right or remedy that we may have, if you fail to pay us the Membership Fees or the fee for any physiotherapy services on any due date, we may

4.1.1. suspend your membership and all Services until payment has been made in full;

4.1.2. where such sum has been outstanding for more than 28 days, engage a collections agency to pursue you for the debt. You agree that you will be responsible for all costs of the agency seeking to recover payment from you; and

4.1.3. raise a late payment charge if the debt remains unpaid after 14 days.

4.1.4. If you fail to cancel your physiotherapy appointment with less than 24 hours’ notice you will be liable to pay the full cost of the appointment,
4.2. We may, without prejudice to any other rights that we may have, set off any liability that we have to you against any liability that you have to us.

4.3. You are unable to transfer your membership to another person.

4.4. If you upgrade your membership to a different membership category you must pay the additional Membership Fees.

4.5. You are unable to downgrade your membership to a different membership category during the Initial Duration or any subsequent 12 month period of membership.

4.6. You may elect to downgrade your membership to a different membership category by giving not less than 30 days’ notice, to expire at the end of the Initial Duration or subsequent 12 month period of membership, in writing to Kent Sport at the Sports Centre.

5. PRICE RISE

5.1. Your membership will be subject to an annual change of which you will be notified by us by email, SMS or letter.

6. LOCKERS

6.1. We can remove the contents from any locker used overnight which has not been paid for. You can claim the contents we have removed from Kent Sport reception for up to two weeks after removal. There is a fee to reclaim these items. After this time, we will not be responsible for any contents we remove from the locker.

7. REFURBISHMENT AND REPAIR

7.1. You acknowledge that it may be necessary for us to close parts or the whole of Kent Sport from time to time to carry out refurbishments or repairs and that this may disrupt our provision of the Services and agree that any such disruption shall not constitute a material breach of the Contract. If Kent Sport is closed for a continuous period of 21 days or more you shall be entitled to a refund of any Membership Fees paid that relate to the period of closure.

8. ETIQUETTE, CONDUCT AND USE OF THE FACILITIES

8.1. Membership cards must be presented at reception on each visit, and will be required to gain access through turnstiles around the centre. We reserve the right to refuse entry to anyone without a valid membership card. Membership cards will be retained by reception as security for hired equipment, charges are payable for late returns and breakages. Details of these charges are available at reception.

8.2. Members (except Bronze) may book facilities and classes up to seven days in advance. Bronze members can book up to three days in advance. Bookings may be restricted at peak times and back to back bookings are not permitted. BUCS (British University and Colleges
Sports) fixtures have priority over all other bookings and matches may overrun which may cause bookings to be delayed or cancelled.

8.3. There may be some restrictions to the facilities available during the University exam sessions. Details of any restrictions will be displayed at reception and published on our website.

8.4. Access times may be subject to change or additional restrictions. Any changes or restrictions will be published at reception and on our website.

8.5. By applying for membership you warrant that as far as you are aware engaging in exercise by using the facilities will not have an adverse impact on your health. If you are in any doubt or currently suffer from any medical condition you should consult your doctor before applying for membership or using the facilities.

8.6. It is your responsibility to ensure that you know how to use the facilities and operate any equipment safely. If you are in any doubt you should ask a member of Kent Sport staff.

8.7. All new users must attend an orientation to ensure they understand how to operate the gym equipment safely. Orientations are free of charge. Should you suffer an injury whilst using the facilities you must inform a member of Kent Sport staff.

8.8. All bags and other personal items must be stored in the lockers provided whilst using the facilities. Bags are not permitted in the fitness suite.

8.9. Photography is not permitted without prior agreement.

8.10. You should arrive in plenty of time for your activity as long queues are likely at busy times. If you are more than 15 minutes late for your booking the facility may be released. You must arrive at least five minutes before your class. Unattended classes/bookings may incur an additional fee which may be applied at our discretion to offending members to compensate us for the reasonable costs we incur when the facilities cannot be rebooked.

8.11. Suitable sports clothing and clean non marking indoor shoes must be worn when using the facilities; this includes wearing the correct footwear for synthetic pitches as displayed in our reception areas.

8.12. You are required to have a towel with you for use in the fitness suite. If you do not adhere to this term you may be asked to leave Kent Sport.

8.13. You agree to be bound by and observe the Etiquette within Kent Sport and acknowledge that we may amend the Etiquette at any time and at our discretion.

8.14. You will not under any circumstances abuse the facilities or equipment of Kent Sport facilities and you will pay for any damage to our property.
8.15. We operate a zero tolerance policy on aggressive or threatening behaviour towards any Kent Sport staff or members and any such behaviour may result in you being asked to leave Kent Sport.

8.16. You must not under any circumstances lend your membership card to anyone else.

8.17. When a member brings a guest into Kent Sport, the member will be fully liable and responsible for the actions and behaviour of that guest.

9. LIMITATION OF LIABILITY

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

9.1. This Condition sets out our entire financial liability (including any liability for the acts or omissions of employees, agents, consultants, and subcontractors) to you in respect of

9.1.1. any breach of the Contract;

9.1.2. any use made of the Services; and/or

9.1.3. any representation statement or tortuous act or omission (including negligence) arising under or in connection with the Contract.

9.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.3. Nothing in these Conditions limits or excludes our liability:

9.3.1. for death or personal injury resulting from negligence;

9.3.2. for any damage or liability you incur as a result of fraud or fraudulent misrepresentation; or

9.3.3. to pay reasonable compensation should you suffer loss or damage caused by our negligence.

9.4. Subject to the other provisions of this Condition, we shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

9.5. Members must either secure their personal belongings on their person or secure those in a locker provided by Kent Sport. Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.

9.6. Subject to the other provisions of this clause, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract, shall be
limited to the Membership Fees that you have paid to us in the 12 month period preceding the
date of the act or omission giving rise to the claim.

9.7. We shall have no liability to you under the Contract if we are prevented from, or delayed in
performing, our obligations under the Contract or from carrying out our business by acts,
events, omissions or accidents beyond our reasonable control.

9.8. The above limitations do not exclude the right of the member to recover any appropriate loss
under the law having regard to the Unfair Contract Terms Act 1977 and/or the Unfair Contract
terms in Consumer Contracts Regulations 1999 and/or the Consumer Rights Act 2015 or
other relevant consumer legislation or at common law.

10. TERMINATION BY US

10.1. We may terminate the Contract in the following circumstances:

10.1.1. if you commit a serious breach of these Conditions and the breach, if capable of
remedy, is not remedied within seven days of receipt of a notice from us requesting that
the breach is remedied;

10.1.2. if you commit repeated breaches of these Conditions having been notified by us of
each breach in writing;

10.1.3. if any part of your Membership Fees remain unpaid 30 days after its due date for
payment; or

10.1.4. if 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 you membership.

10.2. If we terminate for any of these reasons, we reserve the right to retain a proportion of the
Membership Fees paid under the Contract, to cover any reasonable costs incurred by us.

11. TERMINATION BY YOU

11.1. If you completed the Application for Membership whilst not at a Kent Sport facility, you have a
period of 14 Working Days from the date your application for membership is accepted in which
to cancel your membership. This right to cancel will cease once you use the facilities, or the
period of 14 Working Days has elapsed, whichever is earlier.

11.2. We will endeavour to ensure that no material changes are made to these Conditions without
giving notice to you of such changes. If we make changes to the Conditions we will endeavour
to give you at least 45 days’ notice either in writing or by prominently displaying a sign in Kent
Sport, after which time such changes shall be binding on you. However, in the event material
changes are made, you will be entitled to cancel the remainder of the Contract without penalty
in accordance with Conditions 11.3.5.
11.3. You may cancel your Contract during the Initial Duration, by giving one month’s notice, if one or more of the following criterion is met and you supply independent appropriate supporting documentation (e.g. a doctor’s note confirming you are no longer fit to exercise):

11.3.1. you have lost your job due to redundancy, contract termination or are suffering from severe financial hardship;

11.3.2. you have sustained an injury, long term illness or become pregnant;

11.3.3. we significantly reduce the facilities or opening hours of the Sports Centre;

11.3.4. we close Kent Sport for refurbishment for a period of more than six weeks at a time;

or

11.3.5. we make a material change to these Conditions.

11.4. If you wish to cancel the Contract you must give us notice by sending written notice of your cancellation request to Kent Sport for the attention of the Membership Services Manager. Notice will have been deemed to be given from the date your request to cancel has been received. Your notice will deemed to be accepted once you have received confirmation of cancellation of your membership from us.

11.5. Cancellation of your Contract will only be valid provided the cancellation request satisfies Condition 11.4 above. We will not accept liability for mail lost in transit and therefore suggest a proof of receipt is obtained at time of posting e.g. by sending the letter via recorded delivery.

11.6. On application to cancel your Contract in accordance with 11.4 you shall immediately pay to us all outstanding Membership Fees due up to your leave date, including any notice period applicable.

11.7. On termination of the Contract, however arising, Conditions 2, 9, 10, 11, 12 and 13 shall survive and continue in full force and effect.

11.8. We are entitled to retain any Membership Fees where you have not followed the correct cancellation process. Where the correct cancellation process has been followed we will refund any part of your Membership Fees which you have paid in advance but which relates to a period after termination.

12. DATA PROTECTION

12.1. We take the privacy of our members seriously. If you have any questions about how we use your personal information, please do not hesitate to contact our Membership Services Manager at the Sports Centre.

12.2. We will endeavour to use whatever method of communication deemed appropriate to notify you of Kent Sport information in order to best serve your experience and assume that the
information provided by you is correct and an acceptable method to provide you with this information.

12.3. By signing this contract you agree to us using your personal information to provide and personalise the Services and to provide you with information about our similar products and services that may be of interest to you.

12.4. We will not pass your data to third parties.

12.5. All data is processed in accordance with the Data Protection Act 1998.

13. **GENERAL**

13.1. We may sell, transfer, mortgage, charge or assign the benefit of the Contract at any time. You may not, without our prior consent sell transfer, mortgage charge, or assign the benefit of the Contract.

13.2. We may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature or scope of the Services.

13.3. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

13.4. If we do not exercise any of our rights or remedies under these Conditions that will not mean that we have waived such rights or remedies.

13.5. A person who is not party to the Contract shall not have any rights under or in connection with then under the Contracts (Rights or Third Parties) Act 1999.

13.6. Any notice or other communication to be given under the Contract must be delivered to the Sports Centre or any such addresses as may be notified by a party to the other, in writing, from time to time.

13.7. The Contract shall be governed by, and construed in accordance with, the laws of England and Wales, and any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the English courts.