

Sport & Active Health - Membership Terms and Conditions

All members of the University community are eligible to apply for Centre Membership.

These are the Terms and Conditions which apply to any contract between you and Canterbury Christ Church University ("CCCU") (which operates the Centre as defined below) for the sale of Memberships and any Activities ("**Contract**"), and which come into force upon acceptance by Christ Church Sport and Active Health (on behalf of CCCU) of your Membership application or request to book an Activity.

These Terms and Conditions and any Contract between you and us, are only in the English language. You should print, save to your computer and/or keep a copy of these Terms and Conditions for future reference.

IMPORTANT: By submitting an application for Membership or booking an Activity, you confirm that you understand and agree to these Terms and Conditions.

1. Definitions

- 1.1 "**Activity or Activities**" means the additional classes, courses, court hire or sessions which Members can book, subject to availability and payment of the Activity Fee, in-person, by phone, the Glofox App or using our online booking system available on the Website.
- 1.2 "**Activity Fee**" means the additional fee which applies to Activities, not included in the Fee, as notified by Christ Church Sport and Active Health to Members via Centre pricing literature or the Glofox App or online booking system on the Website.
- 1.3 "**Centre**" means Christ Church Sports Centre (including the gym, changing rooms, outdoor sports fields, surrounding land and other sports facilities) and such other facility on the University Campus as might be available for use by you, which are operated and managed by Christ Church Sport and Active Health at Canterbury Christ Church University.
- 1.4 "**Centre Membership**" means valid membership of the Centre (and "**Centre Member**" shall be construed accordingly).
- 1.5 "**Fee**" means the monthly, six (6) monthly or annual Membership Fee payable for Centre Membership, as appropriate, at the rate notified by Christ Church Sport and Active Health to the prospective Member at the time of their application for Membership or subsequent renewal and as further described on the Website.
- 1.6 "**Guest Fee**" means the fee payable for a Member to bring a Guest into the Centre. The obligations relating to Guests apply even if the Guest has been permitted to access the Centre under a free one time trial pass.
- 1.7 "**Member**" means an individual who holds a valid Membership as defined on the Website or in the Membership literature. Members must be at least 16 years of age.
- 1.8 "**Membership**" means Centre Membership.
- 1.9 "**Membership Category**" means the different categories of Membership available and the Membership types within those categories as detailed on our Website or Glofox App. Different charges apply depending on what category and type of Membership a Member has.
- 1.10 "**Online Membership Account**" means each Member's individual online account accessible via our password protected Website or Glofox App. This account contains Membership details, Activity booking details and booking and payment history.
- 1.11 "**Christ Church Sport and Active Health**" means Canterbury Christ Church University, a company registered in England and Wales under company number 4793659 whose registered office is at Rochester House, St. Georges Place, Canterbury, Kent, CT1 1UT, England (and "we", "our" and "us" shall be construed accordingly). Our VAT number is 203734242.
- 1.12 "**Rules**" means the rules regulating the operation of equipment, opening hours and behaviour in the Centre specified in any signs or notices displayed in the Centre or in any code of conduct or other document relevant to the use of the Centre. The Rules include:
 - (a) complying with any applicable dress code for the Centre;
 - (b) showing consideration for other Members and their Guests and staff in and around the Centre's premises;
 - (c) not using abusive or bad language;
 - (d) not bringing, using or being under the influence of alcohol or illegal drugs in any part of the Centre's premises;
 - (e) not behaving in an anti-social or disruptive manner, including but not limited to inappropriate or threatening behaviour, misuse of equipment or sexual activities;

(f) not allowing a Membership Card or profile to be used by any other person.

1.13 “**University**” means Canterbury Christ Church University.

1.14 “**Website**” shall mean www.canterbury.ac.uk/christ-church-sport/ or any other website through which Christ Church Sport and Active Health provides information about the Centre as notified to Members by Christ Church Sport and Active Health from time to time.

1.15 “**App**” means the Glofox App.

2. Membership

- 2.1 You must be over 16 and be a student or staff of Canterbury Christ Church University or Barton Court Grammar School to be a member. Proof of age and identification is required when joining. We reserve the right to require further information relevant to your application.
- 2.2 You warrant and represent that the information contained in your membership application is true and accurate and that you will not exercise beyond your own abilities.
- 2.3 All Members must provide all documentation required in the Membership application form. Being accepted as a Member may be dependent on satisfactory completion of an induction programme. It may not be permissible for some equipment or facilities at the Centre to be used until the relevant induction programme has been satisfactorily completed.
- 2.4 An application for Membership (or renewal) shall be deemed to have been accepted when we confirm that a prospective or renewing Member may make bookings in accordance with clause 8 below and this will be known as the Member’s “start date”. When applying for or renewing Membership online, this date will be confirmed to a Member by us by email in accordance with clause 5 below.
- 2.5 Following payment of the Fee and acceptance of all relevant Membership documentation by us and evidence that all required inductions have been arranged, a Centre Membership will be issued to a Member to allow access rights to the Centre. The Centre reserves the right to charge an administration charge of £5 for Membership cards and an administration charge of £1 if you have forgotten your card and £5 to replace lost, stolen or damaged cards.
- 2.6 For all Members, the Membership term runs continuously from the date that their Membership is issued or activated fourteen (14) days after their start date (whichever is the sooner) until a date determined by the Category of Membership. Once the Membership has been accepted by us, this date will be confirmed in the Member’s Online Membership Account and a confirmation email to the Member.
- 2.7 Membership entitles Members to the access and benefits associated with the Membership level purchased and the Membership category to which they belong. Members must also pay any applicable additional Activity Fee.
- 2.8 The applicable Fee or Activity Fee shall be payable in advance as a single one-off payment, to be made by cash, credit or debit card. By applying for any Membership(s) or booking any Activities online you authorise us to obtain payment of the charges applicable to such Membership(s) or Activities.
- 2.9 We reserve the right, in our sole discretion, to charge interest at 2% over the current base rate of Barclays Bank Plc on all outstanding sums due and owing to us by a Member.
- 2.10 All Fees, Activity Fees and retail items include VAT (where applicable) at the current rate chargeable in the UK for the time being.
- 2.11 Failure to settle outstanding payments or fines on your Membership account will result in your access to the Centre being suspended until all outstanding payments have been made.

3. Membership Subscriptions

- 3.1 **Direct Debit Student Membership and Direct Debit Staff Membership:** From the date of being accepted as a Member, Direct Debit Student membership and Direct Debit Staff Membership shall continue for a minimum period of one (1) month and shall renew on the anniversary of joining for further periods of one (1) month unless terminated in accordance with the Terms and Conditions.
- 3.2 **Student and Staff Memberships:** Beginning when the Member is accepted for membership all Members shall pay either a single subscription. One (1) month, (6) monthly, or annual subscriptions shall be payable by each Member irrespective of the actual usage of the Centre or change in personal circumstances (including any assignment permitted) save as set out in the Gym Top-Up Membership below.
- 3.3 **Gym Top-Up Membership:** Payment for Gym Top-Up memberships must be made in full at the beginning of the subscription.
- 3.4 **Complimentary memberships** are given to Sport Scholars, coaches employed by Christ Church Sport and Active Health, staff with an operational need to be in the Centre and any others deemed appropriate by the Director of Sport in his/her sole discretion.
- 3.5 **Free Day Pass:** (i) On occasion, free Day passes may be issued as part of a marketing campaign. (ii) Day passes are subject to a fair use policy. One (1) pass per person, multiple passes may be cancelled without warning (iii) Free passes have no resale value, and cannot be exchanged for cash or any other

product or service. (iv) Free passes should be used before the advertised expiry date any passes set for redemption after this date may be cancelled without warning. (v) This daily membership commences once you use the Centre facilities.

4. Guest Rules

- 4.1 Guests are only permitted by the sole discretion and the express permission of the Director of Sport.
- 4.2 Guests must be signed in by a Member immediately upon entering the Centre and the appropriate Guest Fee must be paid.
- 4.3 Guest fees are due in addition to appropriate tariff charges.
- 4.4 A Member can bring a maximum of four (4) guests at any one time. All guests will be charged at the listed tariffs.
- 4.5 Members must be aged 16 years or more before they can sign a guest into the Centre.
- 4.6 If a guest of a Member is found to be using any of the facilities other than those they have paid for, Christ Church Sport and Active Health shall give written warning to the Member in question requesting the Member to ensure that there is no repetition of such behaviour.
- 4.7 Young persons under the age of 16 cannot enter or be left at the Centre unattended unless attending an organised Centre activity. Young persons under the age of 16 must be supervised by an adult at all times and are not permitted within the gym without supervision.
- 4.8 Parents bringing children to the Centre are totally responsible for their children's behaviour at all times during their visit. A Member's child should also be expected to adhere to the Rules. Misconduct by the Member's child will be regarded as the Member's own misconduct.

5. Applying for Memberships and booking Activities online

- 5.1 To apply for or renew Membership(s), please access our Website or App and click on the Membership(s) Category you wish to purchase or renew. You will then be asked to sign up to or log into your Online Membership Account. Here you can book an Activity online.
- 5.2 The online application process for Membership(s) and online booking process for Activities allow you to check and amend any errors before submitting your application or booking (as applicable) to us. Please take the time to read and check your application or booking at each page of the process.
- 5.3 **Memberships:** after you submit an online application for Membership, you will receive an e-mail from us confirming that your application for Membership has been received. However, please note that this does not mean that your application has been accepted. If you are applying for a Membership Category which includes use of the gym facilities at the Centre you may be required, at our sole discretion, to undertake an induction process prior to having your application for Membership accepted. Inductions can be booked in person or by phone. Renewing Members may be required to complete another induction if changes to the Services have taken place since the renewing Member's previous induction. Upon satisfactory completion of your induction we will confirm our acceptance of your application either by telling you this in person after your induction or by sending you an e-mail that confirms that you may make bookings in accordance with clause 5.1. The Contract between you and us will only be formed when we confirm your Membership.
- 5.4 **Activities:** after you request a booking online for an Activity, we will confirm whether your booking has been accepted by e-mail.
- 5.5 If we are unable to process your application for Membership or an Activity booking, for example because we do not have suitable availability, or you are not Student or Staff of the University or Barton Court Grammar School, we will inform you by e-mail and will not process your application or booking. If you have already paid for the relevant Membership or Activity, we will refund you the full amount as soon as reasonably possible via the same means you used to pay us.
- 5.6 If we discover an error in a price after you have submitted an application or booking, we will inform you of this error and give you the option of continuing to purchase the relevant Membership or Activity at the correct price or cancelling your application or booking. If we are unable to contact you using the contact details you provided during the application or booking process, we will treat the relevant application or booking as cancelled, notify you in writing by e-mail and refund you the full amount as soon as reasonably possible via the same means you used to pay us. Please note that if a pricing error is obvious and unmistakable, we reserve the right, at our sole discretion, not to have to provide the relevant Membership or Activity to you at the incorrect price.

6. Use of the Centre

- 6.1 All Members are required to agree to a health commitment statement setting out what Christ Church Sport and Active Health, and our staff, Members and visitors can reasonably expect from each other in relation to the health of our Members, at the time of their Membership application. A copy of this health commitment statement is available on our Website, App or from the **Centre**. For health, safety

and wellbeing reasons, failure to agree to a health commitment statement will result in an application for Membership being declined by us, in our sole discretion.

- 6.2 Throughout the ongoing term of their Membership all Members are required to disclose any medical conditions (including both physical and mental impairments) which they have, or they subsequently develop, which may be relevant to their use of the facilities at the Centre, including those which may require additional staff support. For certain medical conditions and in the interest of the health and safety of Members, staff and its visitors, Christ Church Sport and Active Health 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 by Christ Church Sport and Active Health. In the interests of the health, safety and welfare of themselves, Members and/or visitors to the Centre, our staff have the sole discretion to prevent anyone, including Members, from accessing the Centre or any of our facilities, or to request that they leave the Centre or any of our facilities.
- 6.3 Before starting any exercise programme, if you have any doubts about your fitness or capability to undertake physical exercise, we recommend that you take and follow independent medical advice. You confirm that you will not carry out any activities which you have been advised are not suitable for you.
- 6.4 You acknowledge that we will hold personal data about you, including some sensitive personal data. You consent to us using this data to administer Memberships, to help maintain the health, safety and welfare of our staff, Members and visitors, to provide you with relevant information about the Centre, to assist in training our staff, to detect and prevent crime to comply with law or regulatory investigations and to collect debts, in accordance with our Privacy Policy, which is available from the Canterbury Christ Church University Website (see www.canterbury.ac.uk/university-solicitors-office/policies-and-procedures/data-protection.aspx).
- 6.5 As a Member you agree to abide by the Rules, including all health and safety information displayed in the Centre. We may make reasonable changes to these Rules as detailed in clause 14.1 below. This includes letting a member of staff know immediately if you feel unwell when using any of the Centre's facilities or equipment.
- 6.6 We encourage and welcome Membership applications from those with disabilities and other medical conditions. You are required to disclose any disabilities or medical conditions at the time of your application for Membership and subsequently throughout the term of your Membership and we request that you complete the health commitment statement referred to above and adhere to the ongoing obligation to disclose referred to in clause 6.3. This information will be held by us for the purposes of planning, support, training and data monitoring. We will make, as far as it is reasonably practicable and subject to the law, reasonable adjustments for Members with disabilities or other medical conditions.

7. Membership Alterations

- 7.1 Members can upgrade their Membership (as further described on the Website) in accordance with the Membership payment types available from time to time. All such Membership alterations are subject to a £10 administration fee and payment of any difference between what they paid for the original Membership Category and the Fee required for the new Membership Category in respect of the unexpired portion of the original Membership term. Any Membership purchased as part of a promotional offer cannot be upgraded without our express written consent.

8. Bookings

- 8.1 All Activities require prior booking before participation. Failure to book for such Activities may result in participation being denied.
- 8.2 Bookings for group exercise classes and other sports courts or Activities may be made up to seven (7) days in advance of the Activity. All classes have a set capacity and are booked on a 'first come first served' basis.
- 8.3 The fee payable in respect of any Activity booking shall be the Activity Fee. All bookings are non-transferable without our express written consent.
- 8.4 **Activity Booking Cancellation**
 - 8.4.1 Your failure to attend any booked Activity (without providing notice of cancellation in accordance with clauses 8.4.1 and 8.4.2 above) will incur a dishonour charge (equivalent to the relevant non-Member Activity Fee described in clause 1.2 above and as further described on the Website) of the missed Activity or forfeiture of any Activity Fee paid for the session. You will then not be permitted to book onto another Activity until any fine levied has been paid in full.
 - 8.4.2 Activity cancellation requests can be made via the App, to the main Centre reception or to the gym reception or by telephone to Christ Church Sport and Active Health or such other number as Christ Church Sport and Active Health may publish from time to time.

8.4.3 Your failure to attend any booked Activity (without providing notice of cancellation in accordance with clauses 8.4.1 and 8.4.2 above) will incur a dishonour charge (equivalent to the relevant non-Member Activity Fee described in clause 1.2 above and as further described on the Website) of the missed Activity or forfeiture of any Activity Fee paid for the session. You will then not be permitted to book onto another Activity until any fine levied has been paid in full.

8.5 You must personally attend all bookings you make. You must not book Activities for other people.

8.6 You can only book one court at any one time and are not permitted to book multiple courts at the same time. This does not apply to Members where we have agreed a block booking for a minimum of thirty (30) weeks.

8.7 You must bring your Membership barcode or card on each visit to the Centre otherwise you will be liable to pay a £1 administration charge as detailed in clause 2.5 above.

9. Cooling off period

9.1 Once you have had your application for a fixed term Membership accepted by us you will generally be able to withdraw from your Contract with us within fourteen (14) days without giving any reason. The cancellation period will expire after fourteen (14) days from the date on which your application for Membership was accepted by us, which is the date on which your Contract with us started.

9.2 To exercise your right to withdraw, you must inform us of your decision to withdraw before the end of the cancellation period, by way of a clear statement, by e-mail. We will acknowledge your cancellation request by email.

9.3 If you withdraw from your Contract with us in this way, we will, subject to clause 9.4 below, reimburse you any payments received from you under the Contract. We will make the reimbursement without undue delay and within fourteen (14) days of the date of receipt of your notification of cancellation where possible. We will make the reimbursement using the same means of payment as you used to pay us.

9.4 You should be aware that by asking us to allow you to start attending the Centre or booking and attending an Activity, before the expiry of your fourteen (14) day cancellation period, you may be required to pay us a proportionate amount in comparison with the full Fee for your Membership Category. This is only until you have communicated to us your wish to withdraw from your Contract with us. By attending the Centre or booking and attending an Activity within the fourteen (14) day cancellation period you are considered to have expressly consented to the commencement of your membership and your use of the Centre and our facilities within the cancellation period.

9.5 The right to cancel is a statutory right under the United Kingdom's Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

9.6 Your statutory right of cancellation does not affect your right to withdraw from your Contract with us at other times, subject to any on-going obligations you may have to us as a result of your Membership.

9.7 We will acknowledge receipt of your request to cancel without undue delay.

10. Cancellation of Memberships by you

10.1 The terms of this clause 10 are subject to your statutory right to cancel set out in clause 9.

10.2 After the expiry of the cancellation period set out in clause 9.1 above, all Memberships are non-refundable except in the circumstances outlined in clauses 10.3 and 10.4 below.

10.3 You may cancel your Membership immediately upon written notice to us if you are unable to use your Membership due to serious illness or injury likely to preclude you from using the Centre for a period of at least two (2) calendar months or if you are made redundant or lose your job and are unable to find alternative employment for a period of at least two (2) calendar months. Christ Church Sport and Active Health may request reasonable evidence of your illness or injury (e.g. a note from an authorised health professional).

10.4 You may cancel your Membership by giving us thirty (30) days' written notice if:

10.4.1 we change the location of the Centre to more than one (1) mile away from its original location;

10.4.2 we close the Centre for refurbishment for a continuous period of more than four (4) weeks at a time; or

10.4.3 we significantly change these Terms and Conditions to your detriment including, but not limited to, if we significantly reduce the facilities or opening hours of the Centre.

We will use our reasonable endeavours to give you at least forty five (45) days' notice of the changes referred to in this clause 10.4, either in writing or by prominently displaying a sign at the Centre reception and/or on the Website. If you terminate your Membership (in accordance with the terms of this clause 10.4) we

will refund any part of your Membership Fee which you have paid in advance but which relates to a period after termination.

- 10.5 Subject to your right to cancel as set out in clause 9.1, if you wish to cancel your pre-paid annual or direct debit Membership we must receive a minimum of one (1) calendar months' notice of your wish to cancel your Membership and your Contract with us either in writing, or by your completing a cancellation form. Cancellations will only be accepted once a Member has received confirmation via return e-mail that their Membership has been deemed to have been terminated.
- 10.6 Members are responsible for cancelling their direct debit instructions at their bank or building society only after the final payment for Membership Fees owed has been cleared from their account. If a Member fails to cancel their direct debit instruction at their bank or building society after the final payment for Membership Fees has been paid and as a result of this failure Christ Church Sport and Active Health continues to receive payments in error, Christ Church Sport and Active Health will only be liable for 50% of any additional fees taken in error to reflect the administrative time required to resolve the issue. If the direct debit is cancelled prior to the final payment being charged then the liability will fall on the Member to make a manual payment to clear all outstanding sums due to us plus a £10 administration charge, to reflect the administrative time required to resolve the issue, which will be added to your account.
- 10.7 If you terminate your Membership (in accordance with the terms of clause 10.5) you may be entitled to a pro rata refund (subject to payment of the £10 administration charge set out in clause 10.8 below).
- 10.8 All refunds are subject to a £10 administration charge, to reflect the administrative time required to resolve the issue, which we shall deduct from the sum repaid to you.
- 10.9 Members may not suspend any Membership without our prior written consent.

11. Membership cancellation by us

11.1 We may cancel your Membership:

- 11.1.1** if you commit a breach of these Terms and Conditions or the Rules and the breach, if capable of being remedied, is not remedied within seven (7) days of our notifying you of such a breach, or immediately if in our opinion the breach is not capable of being remedied;
- 11.1.2** if you commit a serious or repeated breach of these Terms and Conditions or of the Rules and the breach is, in our opinion, capable of remedy and is not remedied within seven (7) days of you being notified of the breach;
- 11.1.3** if any part of your Fee or an Activity Fee remains unpaid thirty (30) days after it becomes due; or
- 11.1.4** if we consider, in our sole discretion but acting reasonably, that your behaviour is in any way, or could be perceived as, threatening, disruptive, abusive or distressing to our staff, visitors or Members;
- 11.1.5** you suspend your Membership according to clause 11.5 below for a period exceeding twelve (12) months without our prior written consent;
- 11.1.6** if you damage any of the equipment or facilities at the Centre;
- 11.1.7** if you provide us with details which you know to be false when applying for Membership.

11.2 We may also cancel your Membership immediately upon serious grounds which may include, but are not limited to, health and safety, the welfare of our staff, Members and visitors, evidence that you are abusing your Membership, allowing others to abuse it, or are otherwise behaving in a way that involves serious risk to Christ Church Sport and Active Health's interests or those of its staff, visitors or of other Members.

11.3 Membership cards for any of the Centre equipment are not transferable and any Member found giving their Membership card to anyone else to use may have their Membership cancelled by us in our sole discretion

11.4 If we cancel your Membership for any reason detailed in clauses 11.1, 11.2 or 11.3 above we reserve the right to recover from you, either in a retention of the Fee you have paid if a sufficient sum is available, or by a claim for further payment from you, a proportion of your money to cover any reasonable costs we have incurred as a result of having to cancel your Membership and a sum equivalent to the losses we suffered or the costs we incur as a result of your breach of the terms of your Contract with us.

11.5 Members may suspend their Membership for a minimum of one (1) calendar month and a maximum of four (4) calendar months. Suspension of Membership is subject to a £10 administration charge payable at the time the Membership is suspended except where a medical note from a doctor or other authorised medical professional is provided or proof is provided of personal circumstances which have made the financial commitment difficult (e.g. redundancy). We require 30 days' written notice from you, informing us of your wish to suspend your Membership, detailing when you would like to start the suspension and when you would like to

reactivate your Membership. Your suspension period will commence from the date stated in our email to you confirming our acceptance of your request. Memberships can only be suspended in advance. For the avoidance of doubt, University vacation and religious observance periods do not constitute suitable reasons for a suspension of Membership

12 Parking

12.1 During the hours of 9:00 to 17:00, Monday to Friday, only those staff who have an official car parking permit may park in the Centre car park and only within the official spaces provided (with the exception of those vehicles with a disability badge). During the rest of the opening hours, parking is only permitted within the official parking spaces provided.

12.2 Penalties may be imposed on Members who do not adhere to the relevant parking allowances and restrictions.

13 Liability

13.1 Except as provided in this clause 13, and to the fullest extent permissible by law, our liability (including, but not limited to, breach of contract, negligence or breach, deliberate or otherwise, of any other obligation or duty arising either under statute or otherwise) for any loss or damage or consequential loss of any kind which you may suffer as a result of our, our employees', our agents', other Members or the University's acts, failures to act or default (including negligence) when we, our employees, our agents, other Members or the University, exercise our/their/its rights or perform our/their/its obligations or otherwise in connection with these Terms and Conditions or your Membership shall not exceed the Fee payable for your Membership over the preceding twelve (12) months.

13.2 Christ Church Sport and Active Health shall not be liable for any loss, or damage, or consequential loss, you may suffer where such loss, or damage, or consequential loss, is attributable to:

13.2.1 your own fault;

13.2.2 a third party unconnected with our provision of the services under these Terms and Conditions; or

13.2.3 events which neither the University, Christ Church Sport and Active Health nor its suppliers could have foreseen or forestalled even if Christ Church Sport and Active Health had taken all reasonable care.

13.3 Nothing in these Terms and Conditions excludes or limits our liability for:

13.3.1 death or personal injury caused by our negligence;

13.3.2 fraud or fraudulent misrepresentation; and/or

13.3.3 any other circumstances where liability may not be limited under any applicable law.

13.4 Christ Church Sport and Active Health will not be liable for any loss or damage caused to personal property except where such loss or damage is a direct result of Christ Church Sport and Active Health's breach of duty or a negligent act or omission by us, in which case our liability to compensate you for any loss or damage is limited to a reasonable amount having regard to all relevant factors.

13.5 We provide coin deposit lockers for the use of Members and you are asked to make use of the lockers. You must remove your belongings from the lockers when you leave the Centre and cannot leave items in the lockers overnight. You acknowledge and agree that we can remove the contents from any locker not emptied at the end of each day. We will use our reasonable endeavours to ensure that any contents we remove from the lockers will be available from the Centre reception for up to six (6) weeks after removal, subject to the type of item removed, but we cannot guarantee this and we have no obligation to you to do this. We reserve the right to dispose for profit, or otherwise, of these items without any liability or obligation to you.

14 Changes

14.1 We reserve the right, acting reasonably, to vary, revoke or add to these Terms and Conditions or the Rules at any time. As far as reasonably practicable we will display any updated versions of these Terms and Conditions and/or the Rules at the Centre reception at least two (2) weeks before the changes come in to force and will publish them on the Website. Members who do not wish to accept such changes may cancel their Membership in accordance with clause 10.4 (if applicable).

14.2 Normal opening hours will be displayed prominently within the Centre and on the Website. In line with the University's policy, the Centre will be closed on bank holidays, the Easter weekend (including Good Friday and Easter Monday) and the Christmas period (as defined by the Vice-Chancellor). Details of these hours will be available on the Website and at the Centre reception. If we need to make any alterations to the operating hours we will, where reasonably practicable, display notices in the Centre or on our Website notifying you of the change at least two (2) weeks in advance. If we make a significant change to the opening hours or facilities available you can terminate your Membership in accordance with clause 10.4.

14.3 We reserve the right, at our sole discretion, to alter the Fees and/or the Activity Fees (including to increase them) from time to time. We will use our reasonable endeavours to notify you of any change in the Fees and/or the Activity Fees no less than forty five (45) days' before the proposed implementation date of the change. Any changes to the Fees or the Activity Fees shall become

applicable to you upon the next due date for any Fee or Activity Fee payable by you. You are under no obligation to renew your Membership or book any Activity where we have given you notice of an increase in the relevant Fee and may cancel your Membership in accordance with clause 10.4 (or 10.3 if applicable) by giving us thirty (30) days' written notice. You must continue to pay your Membership or Activity Fee at the current rate immediately prior to any proposed increase until the end of your notice period. We will refund any subscriptions that have been paid by you for any period after the expiry of the notice subject to you not having used your Membership after that time.

14.4 We reserve the right to, at our sole discretion, close, withdraw or adjust the availability of any facility, Activity or equipment from use, with or without notice to you for up to four (4) weeks in connection with maintenance and/or teaching as necessary. We will always endeavour to give as much notice as possible to Members and to advise of alternative equipment to use (if relevant) in such circumstances. Such action will not result in a reduction in the Fee or any Activity Fees where relevant unless all facilities at the Centre or the Activity for which you have paid in advance, are unavailable for use.

15 Miscellaneous

15.1 Notices to Christ Church Sport and Active Health under these Terms and Conditions, including notices of cancellation of Membership shall, subject to clause 9.2, be made by email to Christ Church Sport and Active Health (sport@canterbury.ac.uk) or in writing to the following address, or such other address as Christ Church Sport and Active Health may advise on the Website or by email from time to time:

Christ Church Sport Centre, Pilgrim's Way, Canterbury, CT1 1XS.

15.2 No person who is not a party to these Terms and Conditions shall have any rights to enforce their terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

15.3 If any term or condition shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such term or condition or part thereof shall, to that extent, be deleted from the Terms and Conditions and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining terms and conditions which will remain in full force and effect.

15.4 These Terms and Conditions (including any non-contractual disputes or claims relating to these Terms and Conditions) shall be governed by and construed in accordance with English law and subject to the non-exclusive jurisdiction of the English courts. In the event of a dispute in relation to these Terms and Conditions or your Membership, the parties will notify each other of the issue and take reasonable steps to resolve matters prior to the issuing of legal proceedings. This will include a party participating in a mediation process if requested to do so by the other party.

15.5 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An "**Event Outside Our Control**" means any act or event beyond our reasonable control including, without limitation, acts of God, flood, drought, earthquake or other natural disaster, industrial action, epidemics or pandemics, terrorist attack, war, threat of or preparation for war, non-performance by third parties, collapse of buildings, fire, explosion or accident, compliance with government actions, interruption or failure of a utility service. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

15.5.1 we will contact you as soon as reasonably possible to notify you; and

15.5.2 our obligations under a Contract will be suspended and the time for performance of those obligations will be extended for the duration of the Event Outside Our Control.

15.6 Membership of the Centre is personal and cannot be assigned, transferred or otherwise disposed of save with our prior written agreement such consent not to be unreasonably refused, but subject to satisfactory completion of a process of fitness assessment, and payment of a reasonable administration charge.

15.7 To make a complaint, please speak to the duty manager on shift at the Centre or email sport@canterbury.ac.uk with your details. The complaints policy is available at reception and on the Website at www.canterbury.ac.uk/christ-church-sport/.

15.8 It is our intention that all the terms of the Contract between us and our Members are contained in these Terms and Conditions and in the documents referred to within them.

Appendix A

Proforma Cancellation Form

To *the Administrative Officer*

(Email: sport@canterbury.ac.uk)

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale the following goods [*/for the supply of the following service [*,

Ordered on [*/received on [*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate