



CitySport Terms and Conditions

These terms and conditions set out the agreement between You and CitySport (part of City University London) when you pay for a memberships and/or use our facilities. All users of the Facilities of CitySport must comply with the terms and conditions set out below.

Definitions and interpretations

The following definitions shall apply in these Terms and Conditions, unless the context otherwise requires:

Annual Pre-paid Member/Membership: A member who pays in advance for a term of 12 months for a set of inclusive activities that are the benefits of this Membership type. Payment is made annually in advance in one lump sum;

Block Booking: A booking for a series of uses of a facility usually at the same time each week;

Booking: A single Booking or a Block Booking of the Sports Hall and/or Studios;

Centre Rules: The Rules which any person entering the Facilities must adhere to;

Facilities: The premises, equipment and other facilities of CitySport;

Member: You, depending on Membership Option that You have selected, are a valid member of Citysport so long as You pay the Membership Fees that are due and are paid on time and You adhere Terms and Conditions and facility and / or activity rules;

Membership Fees: On-going or upfront amounts payable for Membership;

Membership/Membership Options: CitySport offers the following Membership options:

1. Monthly Pre-paid Membership (minimum term contract may apply);
2. Annual Pre-paid Membership; and
3. Pay As You Go membership;

Pay As You Go: Single use of classes, gym and activities, paid for at the time of Your making the Booking;

Par Q: The physical lifestyle questionnaire;

University: City University London; and

You: any User of the Facilities (either as a paid-up Member or on a Pay As You Go basis). "Your" shall also be construed in accordance with this definition.

1. Membership

- 1.1. You must have a valid CitySport membership card and/or student ID on each visit. You must swipe your membership card at the turnstile upon entrance. Entry to the Facilities will not be granted without a valid CitySport membership card.
- 1.2. Pay As You Go Users are admitted by Reception on payment of the fee for that Booking.
- 1.3. Valid student ID cards and work ID's must be shown at time of sign-up for student and corporate discounted memberships. NUS cards are not a valid form of student ID.
- 1.4. You must not allow anyone else to use Your membership card. If you do allow Your membership card to be used by anyone else, Your membership may be terminated without refund of any membership or other fees paid.
- 1.5. Your membership card is Your responsibility. Lost cards can be replaced at a cost of £10 from Reception. Stolen cards will be replaced free of charge upon receipt of a crime reference number.
- 1.6. Use of the Facilities may only be in accordance with Your Membership type. You are required to pay for any activities in which You participate that fall outside Your membership type.
- 1.7. You are required to undergo the Par Q before first use of the Facilities and annually thereafter.

2. Membership Fees and Payment

- 2.1. All Direct Debit memberships:
 - 2.1.1. have a minimum initial three month contract;
 - 2.1.2. are subject to a full one month cancellation policy after the initial period; and
 - 2.1.3. continue on a monthly basis on a rolling basis unless and until cancelled by the Member.
- 2.2. All Membership fees paid in advance are non-refundable including annual pre-paid membership, unless the circumstances set out in the cancellation and suspension provisions in Clause 7 apply.
- 2.3. Unless in accordance with a suspension of membership (see Clause 7) or where a membership has been cancelled in accordance with these Terms and Conditions, Your membership fees shall remain payable throughout the membership period irrespective of Your use of the facility.
- 2.4. Failure to pay due membership fees for the period required will result in suspension of Your membership until all the fees are paid. You may not re-join on a new membership if You have an outstanding balance on an existing account.

- 2.5. Monthly Pre-Paid Membership is a binding contract between CitySport and You and will automatically continue on a rolling basis unless and until You notify CitySport in writing in accordance with Clause 7 of these Terms (*i.e.*, one month's notice of a decision to terminate is required).
- 2.6. All Membership rates are reviewed annually. If Your Membership fees are paid by direct debit and are adjusted, CitySport will notify You at least three months in advance by email and/or by letter.
- 2.7. All direct debits are collected on the third working day of each month.

3. General Conditions of Use

- 3.1. Use of any of the Facilities is subject to:
 - 3.1.1. Your adherence to these rules and any other rules pertaining to the specific activity or facility;
 - 3.1.2. availability of the activity programme;
 - 3.1.3. facility/activity capacity; and
 - 3.1.4. Your wearing clothing appropriate for the facility.
- 3.2. In all cases CitySport's interpretation of the Terms and Conditions will take precedence and the decision of the Head of Sport and Leisure or his/her nominee is final and must be respected. CitySport may at its absolute discretion ask You to leave the Facilities or refuse entry.
- 3.3. CitySport may from time to time need to postpone, alter, cancel or introduce new activities temporarily or permanently at any time for any reason, including in response to customer feedback. CitySport may also withdraw equipment and/or facilities for any reason including but not limited to maintenance, repair and alteration. CitySport will display notices advising You of any changes at least one week in advance when possible. CitySport will not reduce or refund any membership fees because of or in response to any unavailability of services.
- 3.4. Lockers located at the Facilities are for the use of Members while they are using the facility and can be used under the following conditions:
- 3.5. Any lost keys will incur a £15 charge.
- 3.6. You must not take the locker keys off the premises.
- 3.7. CitySport may access any locker at any time if this is deemed necessary;
- 3.8. CitySport will empty all lockers each night and any items found will be kept at Reception for collection for two weeks.
- 3.9. You must not place any illegal goods or consumables, toxic, polluted or contaminated goods, flammable or hazardous goods, living plants or animals, food or perishable goods or waste in the lockers.

- 3.10. CitySport accepts no responsibility for the criminal activity of others and items left in the lockers or elsewhere are at Your own risk.
- 3.11. It is Your responsibility to seek advice from Your GP or other medical practitioner before using the Facilities or participating in any activity. Any advice given by CitySport staff is given in good faith and should not be relied upon if You have health conditions.
- 3.12. You are not permitted to use the Facilities whilst under the influence of alcohol or drugs.
- 3.13. You are not permitted to bring any animals into the Facilities with the exception of guide dogs.
- 3.14. You are not permitted to photograph or record anywhere in the Facilities without prior permission in writing. Mobile phones are not permitted for any purpose other than as a personal music player in the gym or exercise areas.
- 3.15. You are not permitted to smoke anywhere on the premises or in the immediate vicinity.
- 3.16. Recording closed circuit television is in use throughout the Facilities.

4. Conduct

- 4.1. All Users must report to Reception to register their attendance for a Booking or an exercise class.
- 4.2. Failure to attend exercise classes and/or no-shows for other Bookings and/or repeated failure to pay for online bookings may result in suspension of online and other booking privileges.
- 4.3. Appropriate clothing and footwear must be worn, without which the Booking may be cancelled without refund.
- 4.4. Any inappropriate conduct (in the opinion of the CitySport Duty Manager) may result in Your being asked to leave the Facilities, Your membership be suspended or cancelled without refund or other action as the head of Sport and Leisure may consider appropriate.
- 4.5. Any sports equipment brought in for use by Users in the sports facilities must be checked, before use, by Reception to ensure it meets CitySport's requirements. If Users attempt to bring in incorrect or inappropriate equipment the Booking may be cancelled without refund. In case of any doubt, Users are advised to check with Reception in advance of their booked time.

5. Booking Conditions Activities and Exercise Classes

- 5.1. Members may make Bookings up to seven days in advance and non-members may make Bookings up to three days in advance.

- 5.2. Bookings (and cancellations) may be made online via www.citysport.org.uk or in person at CitySport Reception.
- 5.3. Bookings made online will be acknowledged by an e-mail confirmation of the Booking (or the cancellation).
- 5.4. All Bookings made in person shall be paid for in full at the time of reservation and shall not be confirmed until that payment has been received. When online payment becomes available, online Bookings will be payable at the time of making the reservation.
- 5.5. Block Bookings may be made by completing a booking request form and submitting to CitySport Reception. All Block Bookings must be paid for in full at the time of making the Booking.
- 5.6. Bookings are generally for timed slots of 25 or 55 minutes. You must vacate the Sports Hall before the end of the booked time, regardless of Your actual start-time in the Sports Hall.
- 5.7. In the event of an apparent clash of Bookings, the record held by Reception at CitySport shall prevail.
- 5.8. Users are limited to booking a maximum of three activities per day: these may consist of Sports Hall bookings, exercise classes or a combination of both. All Bookings made are for the sole use of the person (or team) making the Booking and are not transferable. In the event of Your attempting to transfer a Booking, CitySport reserves the option:
 - 5.8.1. to cancel the Booking; and / or
 - 5.8.2. to suspend membership of CitySport and/or restrict access to future bookings for a period of at least two weeks.
- 5.9. If You arrive late at the Studio for an exercise class You may not be permitted entry and Your place may be given to another User.
- 5.10. If You arrive more than fifteen minutes late for a Booking in the Sports Hall You may find that the Booking is cancelled without refund.
- 5.11. Where a concessionary discount is applied by CitySport, at least 50 *per cent.* of the Users must show a valid concessionary ID. Failure to do so will result in the standard rate being payable
- 5.12. Users must give at least 24 hours' notice of cancellation of a Booking or Bookings, which may be done online or in person. Cancellations made less than 24 hours before the time of the Booking are not refundable.
- 5.13. Refunds will be made by Reception only (*i.e.*, You should request the refund for an online cancellation at Reception). Refunds will only be given if the cancellation was made within the terms of the above Clause.

- 5.14. Refunds to Your debit or credit card should be credited to Your account within five working days.

6. Damage

- 6.1. Users are responsible for checking the state of CitySport's equipment before use.
- 6.2. Any vandalism or damage caused by You to the Facilities and/or CitySport's equipment will be invoiced to You or to the person named in the Booking. Any damage must be reported immediately to Reception.

7. Cancellations and Suspensions

7.1. Monthly Memberships

7.1.1. You may cancel Your monthly direct debit membership with one calendar month's notice either in person or in writing. In this event, You should apply to Reception and obtain a written confirmation of the cancellation.

- 7.2. If You have an Annual Pre-paid Membership, no refunds will be given for early termination, except for medical reasons supported by a medical certificate issued by a GP or similar medical practitioner. All refunds are at the discretion of the Head of Sport and Leisure or his/her nominee.
- 7.3. CitySport will consider temporarily suspending Your membership if You cannot continue Your membership for medical reasons. CitySport will require a letter from Your doctor and any suspension will only apply from the date CitySport receives the letter.

8. Data Protection

- 8.1. CitySport is committed to respecting Your privacy. For the purpose of the Data Protection Act 1998 (the "Act"), City University London is the data controller.
- 8.2. You acknowledge and agree that Your personal data may be processed by and on behalf of CitySport and/or shared with partner organisations in connection with Your membership.
- 8.3. CitySport may also disclose your information to any company that the University controls.
- 8.4. The data-sharing referred to in clause 8.2 of these Terms and Conditions is to enable CitySport to deliver membership services to You and to provide You with marketing information which CitySport believes may be of interest to You based on information You have supplied to CitySport in connection with Your membership.
- 8.5. You may exercise Your right to prevent the data processing and sharing described in these Terms and Conditions by opting out on the forms CitySport uses to collect Your data. You can also exercise this right by contacting CitySport at Citysport@city.ac.uk
- 8.6. The Act gives you the right to access information held about You. Your right of access can be exercised in accordance with the Act. Any access request may be

subject to a fee to meet CitySport's costs in providing You with details of the information that CitySport holds about You.

9. Responsibilities

- 9.1. CitySport shall not be liable for any damage, loss or theft of personal property belonging to You (or any of Your guests) at the Facilities, including from lockers (whether locked or unlocked).
- 9.2. By using the Facilities, You are deemed to be fit and able to participate in the activity offered. If in doubt, it is Your responsibility to seek advice from your GP or medical practitioner before using the Facilities.
- 9.3. When You are taking part in any physical activity You are responsible for monitoring Your own physical condition throughout Your use of the facility. In the event of any unusual symptoms occurring, You must inform a member of staff immediately.
- 9.4. You must use the equipment and facilities in the correct manner according to instructions from CitySport staff and/or induction training. You must not use the equipment in any manner which constitutes a health and safety risk to yourself or to others. CitySport is not responsible for any injury or loss You suffer due to misuse of the equipment and/or facilities or any health condition(s) that You may have.

10. General

- 10.1. These Terms and Conditions may be reviewed or altered at any time. CitySport will use reasonable endeavours to inform members of material or significant changes to the terms. Any significant change, such as the temporary closure of a facility or a change to Membership fees, will be displayed on the Reception Noticeboard and, if you have provided an email address to CitySport, this will be used as the primary method of contact for such notice.
- 10.2. CitySport reserves the right to reject any application for membership at its absolute discretion, or withdraw any membership if You fail to comply with these Terms and Conditions and/or the Centre Rules. Refunds will not be given where You are in breach of these terms.

Date: 16 January 2015