



## CitySport – Terms and Conditions

### 1. GENERAL INFORMATION

These are the terms and conditions of CitySport, part of City St George's, University of London ("City St George's"), a body established by Royal Charter and incorporated in England and Wales, a university and Member Institution of the University of London (registered number RC000121), whose registered office is at 10 Northampton Square, London, EC1V 0HB ("CitySport").

These terms and conditions ("T&Cs") set out the agreement between You and CitySport when You subscribe for a membership and/or otherwise use Our sports and fitness facilities located at 124 Goswell Road, Clerkenwell, London, EC1V 7DP. All Users of CitySport must comply with these T&Cs.

By subscribing for a Membership, making a Booking to use CitySport, visiting CitySport for the purposes of attending a Booking made by another User, or using CitySport in any other manner (each as defined below), You agree to be bound by these T&Cs and any other documents referred to in them.

In these T&Cs:

- **"We", "Us" or "Our"** means CitySport; and
- **"You" or "Your"** means any person who attends and makes use of CitySport (whether under a CitySport Membership, a Booking or otherwise) in accordance with these T&Cs.

These T&Cs should be read in conjunction with Our privacy notice which can be found at <https://www.citysport.org.uk/privacy-notice> or at such other domain address as notified to You by Us from time to time ("**Privacy Notice**").

These T&Cs may have changed since You last reviewed them. We reserve the right to amend these T&Cs at any time. If We amend these T&Cs, We will communicate the changes and any new T&Cs to You by email. Your continued use of CitySport will be deemed to indicate Your acceptance to the new T&Cs.

For a list of previous changes that We have made to these T&Cs and when they were made, see <https://www.citysport.org.uk/about/terms-and-conditions>.

### 2. DEFINITIONS AND INTERPRETATION

The following definitions shall apply in these T&Cs, unless the context otherwise requires:

- **Activities:** the use of CitySport for the purpose of participating in Sports, Exercise Classes, or using the Gym;
- **Block Booking:** the reservation of multiple time slots across a period of time for use of certain CitySport facilities, including but not limited to studios or other areas of CitySport as agreed with Us, for Activities or any other use set out in these T&Cs;
- **Booking:** the reservation of a single time slot for use of CitySport facilities for Activities or any other use set out in these T&Cs or otherwise agreed with Us;



- **CitySport App:** the “CitySport” software application owned and operated by CitySport and made available to Users;
- **CitySport Rules:** the rules and etiquette that all persons entering CitySport must adhere to, which are available at <https://www.citysport.org.uk/about/centre-rules>
- **CitySport Website:** <https://www.citysport.org.uk/>;
- **Event Booking:** the reservation of certain parts of the CitySport facilities as agreed with Us for use for individual events;
- **Exercise Classes:** instructor-led group classes which are scheduled by CitySport from time to time and made available to users of CitySport;
- **Gym:** the exercise and fitness gymnasium facilities available at CitySport;
- **Health Commitment Statement:** a declaration of good health and being in a safe state to exercise. You are required to provide a Health Commitment Statement when you first purchase a CitySport membership;
- **Member:** any individual who has subscribed for a Membership of CitySport and complies with the requirements set out in these T&Cs which apply to Members;
- **Membership:** Your membership subscription to use CitySport;
- **Membership Fees:** the fees for each Membership Option which are set by CitySport (at its sole discretion and subject to such amendment as CitySport may make from time to time) payable by Members in order to subscribe to or continue to benefit from their Membership of CitySport. A full price list of the existing rates of Membership Fees for each Membership Option is available at <https://www.citysport.org.uk/memberships>;
- **Membership Option(s):** the types of Memberships available to You to subscribe to (depending on eligibility and whether You qualify for particular Memberships);
- **Reception:** the front-of-house desk available upon entry into CitySport which is manned by CitySport staff;
- **RPI:** the Retail Prices Index published by the Office for the National Statistics within the UK, or its successor from time to time;
- **Sports:** the sporting activities offered by CitySport which include, but are not limited to, badminton, basketball, cheerleading, cricket, football, futsal, netball, pickleball, table tennis and volleyball;
- **Sports Hall:** those areas of CitySport which are made available for Sports or Event Bookings; and
- **User:** any person (whether a Member or non-Member) who accesses and uses CitySport, its facilities and/or its services for any purpose in connection with these T&Cs.



### 3. MEMBERSHIPS

#### Registering for a Membership

- 3.1 You may register to become a Member of CitySport online via the CitySport LeisureHub platform, available via the CitySport Website and/or the CitySport App and which will have the following link: <https://bookings.citysport.org.uk/LhWeb/en/Public/Home> ("**LeisureHub** ").
- 3.2 Details of the Membership Options available to You, including the duration, benefits, access rights and Membership Fees of the relevant Membership Option, are available at <https://www.citysport.org.uk/memberships>.
- 3.3 In order to qualify for a specific Membership Option, You will be required to submit appropriate evidence to Us to confirm that You meet the eligibility criteria for that Membership Option and therefore qualify for any applicable benefits, rights or discounts. Such evidence must be presented to Reception or emailed to [citysport@citystgeorges.ac.uk](mailto:citysport@citystgeorges.ac.uk). All evidence must be verified by a member of the CitySport staff before You will be accepted as a Member of CitySport.
- 3.4 When purchasing a Membership, You must agree to the Health Commitment Statement on LeisureHub and/or the CitySport App and are deemed to confirm that You are fit and healthy to exercise and use the facilities available at CitySport. If Your health or wellbeing deteriorates during Your membership in such a manner that You would no longer be able to agree to the Health Commitment Statement, You must inform Us promptly in writing.

#### Payment of Membership Fees

- 3.5 Each of the fees for the following Membership Categories must be paid in advance at the time You register for the Membership:
- 3.5.1 Annual Pre-paid & Fixed Term Memberships – You are required to pay in advance for a specific fixed term. Payment is made in advance in one lump sum;
- 3.5.2 Pay As You Go Membership – a User who pays at the time of use for a single entry to CitySport.
- 3.6 If the Membership Option you have subscribed for is for a term of at least 12 months, You may (but are not obliged to), where available, pay the Membership Fees for Your relevant Membership Option by way of direct debit where payment is made on a monthly basis via automatic BACS payment ("**Direct Debit Membership(s)**").
- 3.7 Direct Debit Memberships will be debited from Your bank account on the first working day in each calendar month.
- 3.8 All Direct Debit Memberships:
- 3.8.1 form a binding contract between Us and You once You have registered for a Direct Debit Membership;
- 3.8.2 have a minimum initial 12-month contract ("**Initial Term**"); and



- 3.8.3 automatically renew on a rolling basis for periods of one month each after the end of the Initial Term unless You give Us at least one month's written notice before the end of the Initial Term (or before the end of any subsequent month following the Initial Term if Your Direct Debit Membership has automatically renewed) in accordance with Clause 3.22.
- 3.9 If a Direct Debit Membership automatically renews in accordance with Clause 3.8.3, the Membership Fees payable by You may be increased in accordance with Clauses 3.13 and/or 3.14, and you will be responsible for paying the increased Membership Fees for each month after the Initial Term.
- 3.10 If You have registered for a Direct Debit Membership and because of any act or omission by You, including but not limited to changing or cancelling Your direct debit details or having insufficient funds, We are unable to process any direct debit payments, You will remain liable for the direct debit payments for the remainder of the Initial Term (or any subsequent month after the Initial Term) and We reserve the right, at Our discretion, to:
- 3.10.1 cancel Your Direct Debit Membership;
  - 3.10.2 seek payment of the relevant Membership Fees, including by pursuing legal proceedings against You;
  - 3.10.3 charge You an administration fee for any costs incurred by Us in remedying the direct debit failure and seeking redress;
  - 3.10.4 deny Your entry into CitySport for any Activities or other use; and/or
  - 3.10.5 apply any future payments received by You for any other purpose, including when You attempt to make a Booking for an Activity, to the debt You owe to Us and in such circumstances, We will not be required to uphold Your Booking or refund You for the payment made to secure the Booking.
- 3.11 Subject to Clauses 3.19 to 3.25 below, all Membership Fees paid in advance are non-refundable.
- 3.12 Your Membership Fees shall remain payable throughout Your Membership regardless of how often You use CitySport or the other benefits of Your Membership.
- 3.13 We reserve the right to review and amend the prices of Our Memberships at our discretion at any time throughout the year.
- 3.14 Notwithstanding Our rights in Clause 3.13, the prices of Our Direct Debit Memberships will increase with effect from 1 August of each year up to or in line with any percentage increase in RPI as of April of that year. The percentage increase in RPI will be calculated by reference to the 12 month period from April to April of the relevant year.
- 3.15 Any increase in prices under Clauses 3.13 and/or 3.14 will not apply to increase the Membership Fees payable by any Member who is within the initial term of their Annual Pre-Paid and Fixed Term Membership or Direct Debit Membership. Such Members will continue to pay the price of their existing Membership Fees until termination or automatic renewal of their Membership, at which point any price increases under Clauses 3.13 and/or 3.14 shall be applied.
- 3.16 All of Our Membership Fees have already been adjusted to reflect the days that CitySport is closed during the year. These may include, but are not limited to, statutory holidays, any days where City St George's is officially closed (but excluding general student holiday periods or non-term time) or staff



training days. Accordingly, Members or other Users of CitySport will not be eligible for any refunds or discounts in relation to such closures.

### **Suspension of Your Membership**

- 3.17 We reserve the right to suspend Your Membership in the event You have failed to pay any Membership Fees that have become due or if your registration as a student of City St George's is suspended for any reason. Your Membership will remain suspended until You have paid all overdue Membership Fees. You will not be allowed to register for a new or different Membership if You still have outstanding Membership Fees unpaid. You will not have access to CitySport for any Activities or other use during any such period of suspension.
- 3.18 You may suspend Your Membership (including the requirement to pay any Membership Fees) for a maximum of three months at any time during Your Membership due to medical reasons, provided that You submit to Us evidence of such medical reasons. This may be in the form of a medical certificate, doctor's note or hospital letter. You will not have access to CitySport for any Activities or other use during any such period of suspension.

### **Cancellation of Your Membership**

- 3.19 If You register for a Membership with Us, You have 14 days from the date We confirm Your Membership to change Your mind and cancel Your Membership without penalty following the procedure in Clause 3.20. In those circumstances, We will refund You for any Membership Fees paid in advance (minus any amount which is proportionate to Your use of CitySport prior to such cancellation, which we will retain). You will lose the right to cancel Your Membership without a charge after this 14 day period has ended.
- 3.20 If You wish to cancel Your Membership during the first 14 days in accordance with Clause 3.19, You must contact Us via [citysport@citystgeorges.ac.uk](mailto:citysport@citystgeorges.ac.uk) or completing our membership cancellation form at <https://www.citysport.org.uk/contact-us>. We will refund You as soon as possible and within 14 days of You telling Us You wish to cancel. We will refund You using the same method You used for payment. We do not charge a fee for processing the refund, however, You will remain liable and will not be refunded for the costs of any use You have made of CitySport prior to cancellation of Your Membership.
- 3.21 If You have registered for and then cancelled a Membership within 14 days pursuant to Clauses 3.19 and 3.20, You will not be entitled to any further 14 day cancellation period if You subsequently re-register for a Membership in the future, and Clauses 3.19 and 3.20 will not apply to any such future Membership You register for.
- 3.22 If You wish to cancel a Direct Debit Membership at any time after the end of the Initial Term, You must give Us written notice of your intention to terminate before the 12<sup>th</sup> day of the month in which You wish to cancel. If:
- 3.22.1 We receive Your notice of termination before the 12<sup>th</sup> day of the relevant month, You will have access to the CitySport facilities in accordance with Your Membership until the end of that month, after which Your Direct Debit Membership will terminate without any additional charge or direct debit payment being taken by Us; or
- 3.22.2 We receive Your notice of termination after the 12<sup>th</sup> day of the relevant month, We will not be able to cancel Your Direct Debit Membership in that month and You will be charged one further direct debit payment in the following month, but You will retain access to the



CitySport facilities in accordance with Your Membership until the end of that following month.

- 3.23 If You have registered to become a Member but no longer meet the eligibility criteria for Your relevant Membership Option, You must inform Us immediately. We reserve the right to cancel Your Membership if You no longer meet the relevant eligibility criteria.
- 3.24 Once You have registered to become a Member, You will only be entitled to cancel Your Membership before the end of Your Membership in the following circumstances by giving Us at least one full calendar months' notice in writing to cancel, and provided that You have submitted to Us appropriate evidence:
- 3.24.1 You become pregnant or suffer a major long-term injury or other significant physical medical issue – medical documentation will be required as evidence;
- 3.24.2 You are made redundant – a P45 or any other documents confirming redundancy will be required; or
- 3.24.3 You are a student of City St George's and You have either withdrawn from Your course or Your registration with City St George's has otherwise been terminated.
- 3.25 If You cancel Your membership for any of the reasons above before the end of Your Membership:
- 3.25.1 if You have any outstanding Membership Fees which are payable for Your use of CitySport before You cancelled Your Membership, We reserve the right to require You to pay any outstanding fees incurred; or
- 3.25.2 if You have paid in advance for Your Membership, We will refund You an amount equivalent to the Membership Fees for the remaining period of Your Membership which has been cancelled (**except that We will not be required to refund You for any remaining period if You are a student in Your final year at university and You have withdrawn from Your course, Your registration has otherwise been terminated or Your studies have completed**).

### Using CitySport as a Member

- 3.26 You may only use CitySport as allowed by the relevant Membership You have registered for. If You wish to use CitySport to take part in any Activities or any other use which is not covered by Your Membership, You will be required to pay separately for any such use as an ad-hoc Booking.
- 3.27 Once Your registration as a Member of CitySport has been confirmed, You will receive a CitySport Membership card or other form of Membership identification. We may require (at our discretion) a photograph of You to be taken which will be linked to Your Membership profile and may be used for the purpose of future verification.
- 3.28 You must have either Your CitySport Membership card or identification, Your student card or Your City St George's staff identification card each time You visit CitySport. You may not be permitted to enter CitySport without valid identification.
- 3.29 You must not allow anyone else to use Your Membership card, identification or profile. **If You allow Your Membership details to be used by anyone else, Your Membership may be suspended or cancelled by Us without a refund of any Membership Fees (or any other fees) paid in advance.**



3.30 If You receive a Membership Card from us, Your Membership card is Your responsibility. If You lose Your Membership card, You can replace it for a cost of £10 at Reception. If Your Membership card has been stolen, We will provide You with a replacement card or other means of Membership identification free of charge if You provide Us with a receipt of a crime reference number. Any lost Membership cards or other identification cards found on CitySport premises will be given to the City St George's Security department.

#### 4. **BOOKINGS**

##### **Making Bookings**

4.1 Both Members and non-Members may make a Booking to use the facilities at CitySport for the purposes of the Activities.

4.2 If Your Membership Option includes the relevant Booking You wish to make, You will be able to make the Booking free of charge. If Your Membership Option does not include the relevant Booking option You wish to make, You will be required to pay for the Booking. The prices for the Activities that We offer are listed at time of booking. If You are a Member, you may be offered a discounted rate for making a Booking at Our discretion.

4.3 All Bookings for Activities can be made online by submitting a booking request via the CitySport App, LeisureHub, or in person by visiting the CitySport Reception.

4.4 Sometimes, We may decide to reject Your Bookings, for example, because You are not eligible for the relevant Booking You wish to make, or if the Booking We are offering has been mispriced by Us. When this happens, We let You know as soon as possible and refund any sums You have paid.

4.5 If You have an outstanding debt with CitySport, whether for any unpaid Membership Fees or otherwise, You will not be entitled to use CitySport or make a Booking. If You have paid the price of a Booking for an Activity while You have an outstanding debt with CitySport, We reserve the right to apply such payment to Your debt and in such circumstances, We will not be required to refund You for the invalid Booking made.

4.6 Members may make a Booking up to 14 days in advance, and non-Members may make a Booking up to 7 days in advance of the date of the relevant Activity.

4.7 All Bookings are generally for timed slots of 55 minutes. The online booking system may state 60-minute bookings, although this time may include time for set-up, set-down, cleaning, or maintenance checks. You must vacate the relevant facility of CitySport You are using before the end of the booked time, or when instructed to do so by a member of the CitySport staff, regardless of when You actually started to use the relevant facilities for Your Activity.

4.8 You will only be permitted to make a Booking for a maximum of three Activities per day.

4.9 If You make a Booking with Us, You will not be permitted to make another Booking which falls within the same time slot as Your original Booking, to allow other users of CitySport to also enjoy Our facilities and maintain fairness in the allocation of Booking slots.

4.10 All Bookings made by You are for the sole use by You (and any other persons attending the Booking alongside You) and are not transferable. In the event You attempt to transfer a Booking, We reserve the right (at Our discretion) to cancel Your Booking without refund, suspend Your Membership (if You are a Member) and/or restrict You from Booking further Activities with CitySport for at least two weeks.



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- 4.11 You (or any other User who is responsible for making the Booking) must attend and be present for the duration of the Booking. If this is not the case, We reserve the right (at Our discretion) to cancel Your Booking without refund, deny Your ability to fulfil Your Booking and/or require Your removal from CitySport unless and until the User who has made the Booking is present at CitySport for the duration of the Booking.
- 4.12 When making Basketball half court bookings via LeisureHub, 'court 1+2' or 'court 5+6' needs to be selected to ensure the Booking is valid. If this is booked incorrectly, CitySport will be unable to facilitate the Booking, but will look to reschedule or refund the Booking if the relevant cancellation policies set out in these T&Cs are followed correctly.
- 4.13 By accepting these T&Cs, You agree that You will not seek to:
- 4.13.1 monopolise Bookings for Your own personal gain, for example, making a Booking at a popular time so that You can make a profit by selling or attempting to transfer Your Booking to someone else; and/or
  - 4.13.2 (except in relation to Block Bookings or Event Bookings) monetise or profit from individual Bookings You have made, including (but not limited to) by requiring any Users participating in Your Booking to pay a premium for attending the Booking or pay you a separate fee for any services you are offering during the Booking.

If We have reasonable evidence that you have done any of the above, We reserve the right (at Our discretion) to cancel Your Membership (if applicable) without refund, and may restrict Your ability to make new Bookings in the future.

- 4.14 If You fail to attend a Booking You have made for any reason, You will not be entitled to any refund for payments made in advance, unless such failure was caused directly by Us, and We reserve the right (at Our discretion, and in addition to retaining any advance payments) to charge You a “**No-Show Fee**” of £3. Users will not be permitted to re-enter or access CitySport for any purpose unless and until they have paid the No-Show Fee.

### **Payment for Bookings**

- 4.15 You must pay the fees for each Booking You make in full when You reserve Your Booking (regardless of whether You make the Booking online or in person). We will not confirm Your Booking until We have received payment of the correct amount.

### **Block Bookings and Event Bookings**

- 4.16 You may submit a request for an Event Booking or Block Booking of a particular Activity offered by CitySport by completing the online Booking Request Form available at <https://www.citysport.org.uk/facilities> or by emailing [sportbookings@citystgeorges.ac.uk](mailto:sportbookings@citystgeorges.ac.uk).
- 4.17 The prices for making Block Bookings in respect of each Activity offered at CitySport and/or Event Bookings are available upon request.
- 4.18 If We accept a reservation for a Block Booking or an Event Booking, You must pay the fees for such Booking in full at least 14 days before the scheduled date of Your Booking, or such other time period as is specified by Us when confirming Our acceptance of Your Block Booking or Event Booking. If You fail to do so, Your Block Booking or Event Booking will be cancelled and the relevant time slot released.



- 4.19 On receipt of a Block Booking or Event Booking request, We reserve the right, entirely at Our discretion, to accept or reject the request. In accepting a request for a Block Booking or an Event Booking, We can also state any conditions that must be complied with before and during the relevant Booking, regardless of whether such conditions are included in these T&Cs.
- 4.20 If You wish to make a Block Booking or an Event Booking that involves working with children or vulnerable adults, or if You otherwise wish to receive a discounted rate for Our services by representing a supported organisation (such as a charity, youth club or school), You must provide copies or details of any safeguarding policies you have in place at the time of making such Block Booking or Event Booking with us.
- 4.21 Alongside confirmation of your booking, We will provide You with a copy of our safeguarding policies, also available at <https://www.citysport.org.uk/about/safeguarding>, which must be adhered to.

#### **Guest Fees**

- 4.22 If You are not a Member but You intend to use CitySport for a court or studio Booking (even if the Booking itself has been made by a Member), You are required to pay a **Guest Fee** per each Activity You partake in. This Guest Fee is payable by You on entry to CitySport.
- 4.23 If You are a Member and use CitySport for an Activity, You will be exempt from paying the Guest Fee. However, You will still be required to pay for Booking the relevant Activity, unless the Activity is included within Your relevant Membership Option, in which case You may partake in the Activity free of charge (subject to proper payment of Your Membership Fees).

#### **Cancelling Your Bookings**

- 4.24 You may only cancel Block Bookings or Event Bookings by giving Us at least 5 full working days' notice from the date and time of the relevant Block Booking or Event Booking. Notice can be given by email to [sportbookings@citystgeorges.ac.uk](mailto:sportbookings@citystgeorges.ac.uk).
- 4.25 In relation to any ad hoc Bookings:
- 4.25.1 if You have made a Booking that You can no longer attend, You may reschedule such Booking provided you give us at least 1 full working days' notice from the date and time of the relevant Booking;
- 4.25.2 a Booking can only be rescheduled once. You will not be permitted to reschedule a Booking that has already been rescheduled in accordance with Clause 4.25.1;
- 4.25.3 You are not permitted to cancel a Booking and will not (subject to Our sole discretion) be entitled to a refund in relation to any Booking You have made but can no longer attend. In accordance with Clause 4.14, we reserve the right to charge you a No-Show Fee for failing to attend Your Booking.
- 4.26 For the purposes of Clauses 4.244 and 4.25, Saturdays and Sundays are not classed as "working days" even if the Booking is to take place on these days;
- 4.27 Notwithstanding Clause 4.255, If You ask Us to re-schedule any Bookings, We may (at Our discretion) be able to re-arrange Your Booking to another time slot, but We reserve the right to charge You a re-arrangement fee, up to the value of the Booking, to reflect any lost income We may suffer by cancelling the previous Booking.



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4.28 Refund requests for ad-hoc Bookings must be emailed to [citysport@citystgeorges.ac.uk](mailto:citysport@citystgeorges.ac.uk) or requested in person at Reception. Refund requests for Block Bookings or Event Bookings must be emailed to [sportbookings@citystgeorges.ac.uk](mailto:sportbookings@citystgeorges.ac.uk).

4.29 Notwithstanding Clause 4.28, refunds for Bookings or Memberships made at Reception can only be refunded at and by Reception, while refunds for Bookings or Memberships made online can only be refunded online.

## **Suspending Your Ability to Make Bookings**

4.30 If You:

4.30.1 fail to attend a Booking; and/or

4.30.2 repeatedly fail to pay for Bookings You have made,

We reserve the right to suspend Your ability to make new Bookings in future (either online or in person).

## **5. GENERAL PAYMENT TERMS**

5.1 Where applicable, VAT will be payable on all fees in accordance with these T&Cs. If the rate of VAT changes between Your order date and the date We supply the service, We will adjust the rate of VAT that You pay, unless You have already paid in full before the change in the rate of VAT takes effect.

5.2 Activity Booking prices are inclusive of VAT.

5.3 Block Bookings and Event Bookings prices are exclusive of VAT.

## **6. OUR OPERATION OF THE FACILITIES**

6.1 We may, from time to time, need to postpone, alter, cancel, or introduce new Activities temporarily or permanently for any reason, including in response to customer feedback, or to make technical adjustments or improvements. We may also remove any equipment We typically offer and withhold access to any part of CitySport for any reason, including but not limited to maintenance, repair, and alteration. If We take any such action which is likely to have a major impact on Your ability to enjoy the benefits of Your Membership, We will display notices around CitySport and/or inform You by email to advise You of any such changes at least one week in advance of such change (to the extent reasonably possible). If You have made a Booking which We can no longer fulfil as a result of such part of CitySport becoming unavailable or inaccessible, We will give You as much notice of cancellation of Your Booking as possible and will refund You any amounts paid to Us in advance.

6.2 Except as provided for in Clause 6.3, We will not be under any obligation to reduce or refund any Membership Fees paid or payable by You because of, or in response to, any unavailability of the services offered by Us. This includes service training days.

6.3 If We are prevented from providing Our services or making CitySport (or a significant part of it) available in accordance with these T&Cs by an event outside Our control, including civil commotion, war, industrial action, unavoidable accident, fire, flood, earthquake, subsistence, pandemic, epidemic, acts of God, technical issues or any other incident affecting the availability of CitySport, We will contact You as soon as possible to let You know and do what We can to reduce the delay. As long as We do this, We will not be required to compensate You for the delay. However, if the delay is likely to exist for a period of at least 3 months from the date CitySport becomes unavailable,



You can contact Us via the form at <https://www.citysport.org.uk/contact-us> to cancel Your Membership and receive a refund for any Membership Fees You have paid for in advance but have not been able to benefit from.

- 6.4 Please be aware that closed circuit television recording is in use throughout CitySport in accordance with the CCTV code of practice - Legacy St George's available at <https://www.citystgeorges.ac.uk/about/governance/policies/cctv-code-of-practice-legacy-st-georges>.

## 7. YOUR USE OF THE FACILITIES

- 7.1 It is Your sole responsibility to ensure that You, and any User attending CitySport with You or participating in any Booking made by You complies with the provisions of these T&Cs and the CitySport Rules.

- 7.2 CitySport Memberships are only accessible to Users who are over the age of 16. Any Users under the age of 16 who wish to access CitySport must be accompanied by a parent or legal guardian at all times. We reserve the right to verify the age of any Users that access CitySport and prevent your access to, or require you to leave, CitySport's premises if you are under the age of 16.

- 7.3 Users aged 11 to 15 years old, with a valid Membership, may access the Gym when supervised by CitySport Fitness Instructors, during the dedicated Junior Gym sessions. Anyone found in the Gym under the age of 16 not attending a Junior Gym session will be removed from the facility.

- 7.4 Your use of CitySport is always subject to:

7.4.1 Your adherence to these T&Cs, the CitySport rules, Safeguarding policies available at <https://www.citysport.org.uk/about/safeguarding>, and any other rules pertaining to the relevant Activity, Booking, or area of CitySport facilities; and

7.4.2 the availability and any limits on capacity of any Activities or any other programme offered at CitySport.

- 7.5 You must exercise due care and safety when using CitySport facilities. If You use CitySport facilities for any purpose, You hereby agree and are deemed to confirm to Us, and We will assume, that You are fit and healthy to exercise and use the facilities available at CitySport. It is Your duty to inform Us immediately if this is not the case, and if there are any health conditions that may impact or impair Your ability to use the CitySport facilities safely.

- 7.6 You must wear appropriate clothing and footwear at all times. If We determine, at Our discretion, that You are not wearing appropriate clothing and footwear, We reserve the right to cancel Your Booking without giving You a refund. Examples of appropriate clothing include sport-specific footwear with non-marking smooth-soles (if participating in an Activity). Jeans must not be worn for any Activities in the Sports Hall at any time. The restrictions set out in this Clause 7.6 will not apply in the event a risk assessment has been carried out in relation to Your Booking, in which case appropriate clothing and footwear will be determined in accordance with any guidance arising out of such risk assessment.

- 7.7 While using CitySport, Users may use the lockers available in certain sections of CitySport, provided that the following conditions apply:

7.7.1 You should not store any items in the lockers overnight. We reserve the right to cut any padlocks which have been left on lockers and empty any property remaining in the lockers



on a nightly basis. Any items left in the lockers overnight will be kept in the lost property area of Reception for a period of at least four weeks, after which We may dispose of those items;

- 7.7.2 You must not place any illegal goods, consumables, toxic, polluted or contaminated goods, flammable or hazardous goods, living plants or animals, food or perishable goods, or waste in the lockers;
- 7.7.3 We have the right to gain access to any locker at any time if reasonably deemed necessary (at Our discretion); and
- 7.7.4 We accept no responsibility for the criminal activity of others, including theft. Any items left in lockers is left by You at Your own risk.

7.8 Users may not bring any suitcases, large bags or other storage containers or items unless they fit within the lockers provided by CitySport or contain sports equipment strictly necessary for the relevant Booking. CitySport will not be responsible for storing any such items and all items are left by Users at their own risk.

7.9 You are not permitted to use CitySport while under the influence of alcohol or drugs.

7.10 You are not permitted to bring any animals into CitySport, with the exception of guide dogs.

7.11 You are not permitted to smoke or use any smoking alternatives such as vaping or e-cigarettes anywhere in CitySport or in the immediate vicinity.

7.12 All photography or recordings within CitySport must comply with the CitySport Photography Policy, a link to which is available here: <https://www.citysport.org.uk/home>.

7.13 If We deem, at Our discretion, that You have engaged in any inappropriate conduct or have failed to adhere to these T&Cs or CitySport rules and etiquette as notified to You from time to time may result in You being asked to leave CitySport, and We may suspend or cancel Your Membership without refund. We may also take any other reasonable action which is deemed appropriate by the Head of Sport and Leisure of City St George's. If you are a City St George's student, we may contact your school or department, who may take appropriate action under City St George's regulations for students, including but not limited to student disciplinary policies and procedures.

7.14 We will check any sports equipment that You bring into CitySport to use to ensure it meets Our requirements. If You attempt to bring in incorrect or inappropriate equipment for the relevant Activity, or if Your equipment does not satisfy Our requirements (acting reasonably), We may cancel Your Booking without any obligation to refund You for the Booking fees. In case of any doubt, We recommend You check whether Your equipment satisfies Our requirements in advance of Your booking time.

7.15 Bikes (including foldable versions), scooters, or any other means of individual transportation are not permitted to be brought into or stored inside CitySport, unless they fit within in locker. If You choose to bring such method of transportation and leave it outside CitySport, this will be at Your own risk and CitySport will not be liable for any loss or theft of such items.

7.16 If music is used for the Booking, the booker is responsible for ensuring that PPL PRS licensing is properly and validly secured to cover the use of music during the relevant Booking, as this will not be covered by CitySport's licence. This can be done by emailing [universities@pplprs.co.uk](mailto:universities@pplprs.co.uk).



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CitySport, nor any of its staff, will be liable for any music or other audio or video media used by Users and any such usage will be at the risk and sole liability of the relevant Users.

- 7.17 When arriving for a Booking, the User who made the Booking must check in with Reception to register the Booking. We reserve the right not to permit Your entry into CitySport and cancel Your Booking if the User who made the Booking is not present at the time of the Booking for the purposes of the relevant Activity.
- 7.18 Each Activity available at CitySport has specific capacity limits that must be adhered to. We will always enforce any capacity limits. If We find that Your use of CitySport is in violation of these capacity limits, We may ask You to leave or refuse entry to CitySport. The limits for the relevant Activities are as follows:
- 7.18.1 Badminton, Pickleball, and Table Tennis: maximum of 8 people per Booking;
  - 7.18.2 Basketball, Football, and Volleyball (half hall): maximum of 30 people per Booking;
  - 7.18.3 Basketball (half court): maximum of 15 people per Booking; and
  - 7.18.4 Any show court Booking: maximum of 50 people per Booking.

## 8. **SPORTS HALL**

- 8.1 Further details of Event Bookings for the Sports Hall, including dimensions, capacity and maximum occupancy are available on request.
- 8.2 If an Event Booking for use of the Sports Hall exceeds the maximum occupancy numbers that We have informed You of at the time of making the booking, We reserve the right to cancel the Event Booking and/or require a proportion of the attendees to leave the Sports Hall. Our maximum occupancy numbers are based on Our risk assessments and to ensure compliance with health and safety requirements.
- 8.3 We may require You to provide Your own protective floor covering for the Sports Hall if the activity intended to be carried out pursuant to the Event Booking may damage the floor of the Sports Hall.
- 8.4 Any damage to the Sports Hall, including flooring and equipment, will be charged to You, or any other person who is responsible for making the Event Booking. The full value of damages will be invoiced to You once We have received quotations for the proper repair of the damage.
- 8.5 You must provide Your own risk assessment and provide evidence of liability insurance if the Event Booking relates to an activity that CitySport does not typically run. This will be notified to You at the time of making the booking.
- 8.6 You must provide a safeguarding risk assessment if any attendees or spectators attending the Sports Hall via an Event Booking will be below the age of 18 years.
- 8.7 Except in relation to Event Bookings only where We have expressly agreed with You in advance that You may bring and consume chilled food, We have a no food and hot drink policy in the Sports Hall. You are permitted to consume bottled cold drinks, but alcohol is strictly prohibited.
- 8.8 When using the Sports Hall, Users must ensure that all bags, personal items or other storage items are stored safely away from any activity zones or active areas where they may pose a health and safety risk to other Users.



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## 9. LIMITATION OF LIABILITY

- 9.1 We don't compensate You for all losses caused by Us, during Your use of CitySport facilities or any other services provided by Us except as set out in this clause.
- 9.2 We will be responsible to You for losses You suffer caused by Us breaching the terms of these T&Cs, unless the loss suffered by You is:
- 9.2.1 unexpected and not obvious that it would happen and nothing You said to Us before Your Membership commenced or Your Booking was made meant We should have expected it (so, from a legal interpretation, the loss was unforeseeable);
  - 9.2.2 caused by a delaying event outside Our control, as long as We have taken the steps set out in these T&Cs;
  - 9.2.3 avoidable, such as something You could have avoided by taking reasonable action, including following Our reasonable instructions for use; or
  - 9.2.4 in connection with Your trade, business, craft or profession, and the loss is therefore a business loss.
- 9.3 It is Your responsibility to seek advice from Your GP or other medical practitioner before using CitySport or participating in any Activities or making any other Booking for use of CitySport. Any advice given by Our staff is provided in good faith and should not be relied upon if You have health conditions.
- 9.4 We will not be liable to You for any injury, loss or damage to You or Your property while using CitySport, unless the injury, loss or damage is caused by Our negligence or wilful misconduct.
- 9.5 Save in relation to Our negligence or wilful misconduct, We will not be liable to You for any claims for loss of enjoyment, loss of earnings or any other indirect or consequential loss where such claims arise out of Your use of CitySport.
- 9.6 In entering CitySport, making a Booking and/or partaking in any Activities, You acknowledge that You are aware of the inherent risks associated with physical exercise and accept full responsibility for Your participation in any such exercise at CitySport.
- 9.7 In entering CitySport, You acknowledge and agree that any damage to CitySport, including flooring and equipment, which is caused by You or any User who is a part of Your Booking will be charged to You, and the full value of damages will be invoiced to You once We have received quotations for the proper repair of the damage.

## 10. PERSONAL DATA

We will use Your personal data as set out in Our Privacy Notice: <https://www.citysport.org.uk/privacy-notice>.

## 11. DISPUTE RESOLUTION

- 11.1 You have several options for resolving disputes with Us:
- 11.1.1 In first instance, please discuss this with the Duty Manager on shift.



- 11.1.2 If the resolution provided does not meet your expectations, you may escalate your complaint to the relevant Manager, by emailing [citysport@citystgeorges.ac.uk](mailto:citysport@citystgeorges.ac.uk), and they will investigate and communicate outcomes and resolutions in a timely manner.
- 11.1.3 Complaints may only be raised with the Head of Sport and Leisure after the previous attempts of resolution. Following investigation, their decision is final.
- 11.1.4 If you are a City St George's student, please adhere to Regulation 26 Student Complaints process available here: <https://www.citystgeorges.ac.uk/about/governance/policies/student-policies-and-regulations>.
- 11.1.5 You can go to court. These T&Cs are governed by English law and wherever You live You can bring claims against Us in the English courts. If You live in Wales, Scotland or Northern Ireland, You can also bring claims against Us in the courts of the country You live in. We can claim against You in the courts of the country You live in.

## 12. MISCELLANEOUS PROVISIONS

- 12.1 We can transfer Our contract with You, so that a different organisation is responsible for supplying Your service. We'll tell You in writing if this happens and we'll ensure that the transfer won't affect Your rights under the contract.
- 12.2 Nobody else has any rights under this contract. This contract is between You and Us. Nobody else can enforce it and neither You or Us will need to ask anybody else to sign-off on ending or changing it.
- 12.3 If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 12.4 Even if We delay in enforcing this contract, We can still enforce it later. We might not immediately chase You for not doing something (like paying) or for doing something You are not allowed to, but that doesn't mean We can't do it later.