

**TERMS AND CONDITIONS OF KENT SPORT MEMBERSHIP**

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

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

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

**Membership Fees:** The charges payable for your category of membership as set out on the website <https://www.kent.ac.uk/sports/membership/allprices>.

**Etiquette:** The behaviour standards required at Kent Sport facilities as displayed or notified by a member of staff.

**Initial Term:** The initial term of your membership as set out in your Application for Membership.

**Services:** The use of our Kent Sport facilities.

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

**We/us/our:** University of Kent trading as “Kent Sport”.

**Writing or written:** When we use the words “writing” or “written” in these Conditions, this includes email.

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

### **Membership types**

We offer various types of membership to persons aged 16 or over as follows:

Kent Sport Premium Plus: Membership allows access to the Kent Sport facilities at all times \*subject to availability.

Kent Sport Premium: Membership allows access to the Kent Sport fitness suite and classes at the Sports Centre.

Kent Sport Plus: Membership allows access to Kent Sport recreational sports and facilities.

Pay to Play: Membership allows use of the Kent Sport facilities on a pay per activity basis.

The Kent Sport facilities available to you, the amount you pay and the times when you can use the facilities will depend on the type of membership you have chosen. The membership type you have selected will be shown in your Application for Membership.

### **1. BASIS OF MEMBERSHIP**

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

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

**2. APPLICATION OF CONDITIONS AND OUR OBLIGATIONS**

- 2.1. These Conditions shall prevail over any inconsistent terms or conditions implied by law, trade custom, practice or course of dealing. This will not change your legal rights as a consumer.
- 2.2. We reserve the right to change minor aspects of the Services. This will not change your legal rights as a consumer.
- 2.3. We shall use reasonable endeavours to provide the Services but you acknowledge that our ability to provide the Services may be affected by circumstances beyond our control.
- 2.4. Time shall not be of the essence for our performance of the Services under the Contract which means that you shall not be entitled to terminate the Contract if we do not provide the Services on time.

**3. COMMENCEMENT, DURATION AND RENEWAL**

- 3.1. The Contract shall commence on the date of our acceptance of your Application for Membership and shall continue in force for the Initial Term. You cannot use Kent Sport's facilities until you have completed your Application for Membership and made the payments set out in the Application for Membership.
- 3.2. If you are a University of Kent student, unless otherwise set out in your Application for Membership, the Contract shall terminate automatically at the end of the Initial Term without notice. If you wish to renew your membership, you will have to complete a new Application for Membership.
- 3.3. If you are a University of Kent member of staff, unless otherwise set out in your Application for Membership, the Contract shall continue until:
- 3.3.1. either you or we terminate it in accordance with clauses 11 and 10 respectively; or
- 3.3.2. either you or we give the other one month's written notice expiring on or after the end of the Initial Term; or
- 3.3.3. until you cease to be a University of Kent staff member, when the Contract shall terminate automatically without notice.
- 3.4. If you are not a University of Kent student or staff member, unless otherwise set out in your Application for Membership, the Contract shall continue until:
- 3.4.1. either you or we terminate it in accordance with clauses 11 and 10 respectively; or

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3.4.2. until either you or we give the other one month's written notice expiring on or after the end of the Initial Term.

3.5. Members must be aged 16 years or older.

**4. MEMBERSHIP FEES AND ADDITIONAL PURCHASES**

4.1. When and how you pay your Membership Fees will depend on the type of membership you are applying for and whether you are a University of Kent student, a University of Kent member of staff or a member of the public:

4.1.1. if you are a University of Kent student you may pay your Membership Fees in full in advance by cash, cheque or debit/credit card. If you are applying for the Kent Sport Dual Premium Plus membership, you may pay 50% of your Membership fees upfront and pay the balance of your Membership Fees on or before 31<sup>st</sup> January of the University of Kent academic year to which your membership relates, in each case via our online membership store. The second instalment will automatically be deducted and is not optional. For all other types of membership, you must pay your Membership Fees in full in advance;

4.1.2. if you are a University of Kent member of staff, you may choose to pay your Membership Fees in full in advance by cash, cheque, debit/credit card or in monthly instalments by standing order or salary deductions if your employment contract with the University of Kent allows for this;

4.1.3. if you are not a University of Kent student or staff member, you may choose to pay your Membership fees in full in advance in cash or by cheque or credit/debit card or in advance every month by standing order.

4.2. During your membership, you must pay your Membership Fees whether or not you actually make use of Kent Sport's facilities unless you have terminated your membership in accordance with clause 11.

4.3. If you pay for your membership by standing order, when your membership ends for any reason and we have taken final payment from you, you are responsible for cancelling your standing order. You should not cancel your standing order until your membership has ended.

4.4. Without prejudice to any other right or remedy that we may have, if you fail to pay us the Membership Fees or the fee for any activities, physiotherapy services or Kent Sport facility bookings on any due date, we may:

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

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- 4.4.2. where such sum has been outstanding for more than 28 days, engage a collections agency to pursue you for the debt. You agree that you will be responsible for all costs of the agency seeking to recover payment from you; and
- 4.4.3. raise a late payment charge if the debt remains unpaid after 14 days.
- 4.5. If you fail to cancel your physiotherapy appointment with less than 24 hours' notice you will be liable to pay the full cost of the appointment.
- 4.6. If you choose to pay the Membership Fees in two instalments and fail to pay the second instalment when it becomes due, in addition to our rights at clause 4.4, we may add an additional administration fee of £20.00 to your account to compensate us for the loss we will suffer due to your failure to pay on time.
- 4.7. We may, without prejudice to any other rights that we may have, set off any liability that we have to you against any liability that you have to us.
- 4.8. You are unable to transfer your membership to another person.
- 4.9. If you upgrade your membership to a different membership category you must pay the additional Membership Fees.
- 4.10. You are unable to downgrade your membership to a different membership category during the Initial Term.
- 4.11. Student annual memberships are front loaded where the value is higher in Terms 1, 2 & 3 and the summer months are deemed free.

**5. LOCKERS**

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

**6. REFURBISHMENT AND REPAIR**

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

**7. ETIQUETTE, CONDUCT AND USE OF THE FACILITIES**

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- 7.1. Membership cards must be presented at reception on each visit, and will be required to gain access through turnstiles around Kent Sport's facilities. We reserve the right to refuse entry to anyone without a valid membership card. Membership cards will be retained by reception as security for hired equipment. Charges are payable for late returns and breakages and details of these charges are available at reception.
- 7.2. There may be some restrictions to the facilities available during the University exam sessions. Details of any restrictions will be displayed at reception and published on our website.
- 7.3. Access times may be subject to change or additional restrictions. Any changes or restrictions will be published at reception and on our website.
- 7.4. By applying for membership you warrant that as far as you are aware engaging in exercise by using the facilities will not have an adverse impact on your health. If you are in any doubt or currently suffer from any medical condition you should consult your doctor before applying for membership or using the facilities.
- 7.5. It is your responsibility to ensure that you know how to use the facilities and operate any equipment safely. If you are in any doubt you should ask a member of Kent Sport staff.
- 7.6. All new users must watch an orientation video to ensure you understand how to operate the gym equipment safely. Should you suffer an injury whilst using the facilities you must inform a member of Kent Sport staff.
- 7.7. All bags and other personal items must be stored in the lockers provided whilst using the facilities. Bags are not permitted in the fitness suite.
- 7.8. Photography is not permitted without prior agreement.
- 7.9. Suitable sports clothing and clean non marking indoor shoes must be worn when using the facilities; this includes wearing the correct footwear for synthetic pitches, as displayed in our reception areas.
- 7.10. You agree to be bound by and observe the Etiquette within all Kent Sport facilities and acknowledge that we may amend the Etiquette at any time and at our discretion.
- 7.11. You will not under any circumstances abuse the facilities or equipment of Kent Sport and you will pay for any damage to our property.
- 7.12. We operate a zero tolerance policy on aggressive or threatening behaviour towards any Kent Sport staff or members and any such behaviour may result in you being asked to leave the facilities and, if you are a University of Kent student, the matter may be referred to your College Master.

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- 7.13. You must not under any circumstances lend your membership card to anyone else.
- 7.14. When a member brings a guest to the Kent Sport facilities, the member will be fully liable and responsible for the actions and behaviour of that guest.

### 8. KENT SPORT FACILITY AND ACTIVITY BOOKINGS AND CANCELLATIONS

- 8.1. Bookings for Kent Sport facilities and activities may be made at the Sports Centre reception or online. Where you book an activity that is not included in your membership type you must pay for the activity in full at the time of booking.
- 8.2. Premium Plus members may book up to 7 days in advance, Premium and Plus members may book up to 5 days in advance. Pay to Play members may book up to 3 days in advance. Bookings may be restricted at peak times and back to back bookings are not permitted. BUCS (British University and Colleges Sports) fixtures have priority over all other bookings and matches may overrun which may cause bookings to be delayed or cancelled.
- 8.3. You should arrive in plenty of time for your activity as long queues are likely at busy times. If you are more than 15 minutes late for your booking the facility may be released. You must arrive at least five minutes before your class. Unattended classes/bookings may incur an additional fee which may be applied at our discretion to offending members to compensate us for the reasonable costs we incur when the facilities cannot be rebooked.
- 8.4. If you cancel your booking more than 48 hours beforehand, you will not be charged and we will refund any monies you have already paid in full. However, if you cancel your booking less than 48 hours before your class or activity or do not attend your booked class or activity, you will be liable for the full fee and we will not be required to refund any sums to you.

### 9. LIMITATION OF LIABILITY

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 9.1. This clause sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents, consultants, and subcontractors) to you in respect of:
- 9.1.1.any breach of the Contract;
- 9.1.2.any use made of the Services; and/or
- 9.1.3.any representation statement or tortuous act or omission (including negligence) arising under or in connection with the Contract.
- 9.2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 9.3. Nothing in these Conditions limits or excludes our liability:

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- 9.3.1. for death or personal injury resulting from our negligence;
- 9.3.2. for any damage or liability you incur as a result of fraud or fraudulent misrepresentation;  
or
- 9.3.3. to pay reasonable compensation should you suffer loss or damage caused by our negligence.
- 9.4. Subject to the other provisions of this clause, we shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 9.5. Members must either secure their personal belongings on their person or secure those in a locker provided by Kent Sport. Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.
- 9.6. Subject to the other provisions of this clause, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract, shall be limited to the Membership Fees that you have paid to us in the 12 month period preceding the date of the act or omission giving rise to the claim.
- 9.7. We shall have no liability to you under the Contract if we are prevented from, or delayed in performing, our obligations under the Contract or from carrying out our business by acts, events, omissions or accidents beyond our reasonable control.
- 9.8. The above limitations do not exclude your right to recover any appropriate loss under the law having regard to the Unfair Contract Terms Act 1977 and/or the Unfair Contract terms in Consumer Contracts Regulations 1999 and/or the Consumer Rights Act 2015 or other relevant consumer legislation or at common law.
- 10. TERMINATION BY US**
- 10.1. We may terminate the Contract in the following circumstances:
- 10.1.1. if you commit a serious breach of these Conditions and the breach, if capable of remedy, is not remedied within seven days of receipt of a notice from us requesting that the breach is remedied;
- 10.1.2. if you commit repeated breaches of these Conditions in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention to comply with these Conditions;

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- 10.1.3. if you fail to pay any part of your Membership Fees on the due date for payment; or
  - 10.1.4. if you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership.
- 10.2. If we terminate for any of these reasons, we reserve the right to retain a proportion of the Membership Fees paid under the Contract, to cover any reasonable costs incurred by us.

### 11. TERMINATION BY YOU

- 11.1. If you completed your Application for Membership whilst not in a Kent Sport facility using our online membership store, you have a period of 14 days from the date your Application for Membership is accepted in which to cancel your membership. This right to cancel will cease once you use the facilities, or the period of 14 days has elapsed, whichever is earlier.
- 11.2. We will endeavour to ensure that no material changes are made to these Conditions without giving notice to you of such changes. If we make changes to the Conditions during the Contract we will endeavour to give you at least 45 days' notice either in writing or by prominently displaying a sign in the Sports Centre, after which time such changes shall be binding on you. However, in the event material changes are made, you will be entitled to cancel the remainder of the Contract without penalty in accordance with clause 11.3.5.
- 11.3. You may cancel your Contract at any time for the reasons set out in clause 11.3.1 to 11.3.5 only. We may require you to provide satisfactory proof to us (e.g. a doctor's note confirming you are no longer fit to exercise) if you cancel for any of the following reasons:
- 11.3.1. You have lost your job due to redundancy, contract termination or are suffering from severe financial hardship;
  - 11.3.2. You have sustained a long-term injury or illness or become pregnant;
  - 11.3.3. We significantly reduce the facilities or opening hours of the Sports Centre or such other Kent Sport facilities that you regularly use; this does not include closing due to force majeure including Act of God
  - 11.3.4. We close Kent Sport for refurbishment for a period of more than six weeks at a time; or
  - 11.3.5. We make a material change to these Conditions.
  - 11.3.6. We shall not be deemed to be in breach of this Agreement or otherwise liable to you for any failure or delay in performing its obligations under this Agreement as a result of an event or series of connected events outside the reasonable control of Kent Sport



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(including but not limited to an event of force majeure, including without limitation, acts of God, floods, lightning, storm, fire, explosion, war, military operations, acts or threats of terrorism, strike action, lock-outs or other industrial action or a pandemic, epidemic or other widespread illness).

11.4. Cancellation requests pursuant to clause 11.3 and clause 3 (following expiry of the relevant Initial Term) must be sent in writing to Kent Sport in accordance with clause 13.6 for the attention of the Membership Services Manager and cancellation of the Contract will be effective from:

11.4.1. in the case of a cancellation for any of the reasons set out in clause 11.3, the date set out in our confirmation of cancellation of your membership; or

11.4.2. in the case of a cancellation after expiry of the Initial Term pursuant to clause 3, the last day of the month in which your one month's written notice expires.

If you do not receive confirmation of cancellation, you must assume that we have not received your cancellation request and you must contact us and send us a further cancellation request.

11.5. Cancellation of your Contract will only be valid provided the cancellation request satisfies clause 11.4. We will not accept liability for mail lost in transit and therefore suggest a proof of receipt is obtained at time of posting e.g. by sending the letter via recorded delivery or by sending the email so that you will receive a read receipt notification when it is opened by us.

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

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

11.8. We are entitled to retain any Membership Fees where you have not followed the correct cancellation process. Where the correct cancellation process has been followed we will refund any part of your Membership Fees which you have paid in advance but which relates to a period after termination. We may add an administration charge of £20.00 for processing any refunds.

11.9. We are entitled to charge an administrative fee of £20.00 for any cancellation requests.

## 12. DATA PROTECTION

12.1. We will only use your personal information as set out in our Privacy Policy. You can find a copy of our privacy policy on our website at

<https://www.kent.ac.uk/sports/about/privacypolicy.html>

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

**13. GENERAL**

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

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

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

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

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

13.6. Any notice or other communication to be given by you to us under the Contract must be delivered to the Sports Centre or sent by email at [memberships@kent.ac.uk](mailto:memberships@kent.ac.uk) or such other address or email address as we may notify you in writing from time to time. If we need to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Application for Membership or such other address or email address as you notify us in writing from time to time.

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