

## **Christ Church Sport and Active Health -Membership Terms and Conditions and Health Statement**

All members of the University community and the general public are eligible to apply for Centre Membership. These are the Terms and Conditions which apply to any contract between the applicant (“You”) and Canterbury Christ Church University a company registered in England and Wales under company number 4793659 whose registered office is at Anselm, North Holmes Road, Canterbury, England, CT1 1QU, England (“CCCU” and “we”, “our” and “us” shall be construed accordingly). Our VAT number is 203734242 (which operates the Centre as defined below) for the sale of Memberships and any Activities (“Contract”). . 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 applying 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 or pitch hire or sessions which Members can book, subject to availability and payment of the Activity Fee, in-person, by phone, the- 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 App or online booking system on the Website.

1.3 **“App”** means the Glofox App

1.4 **“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.

1.5 **“Centre Membership”** means valid membership of the Centre (and “Centre Member” shall be construed accordingly).

1.6 **“Fee”** means the 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.

1.7 **“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 the Website or in the App.

1.10 **“Online Membership Account”** means each Member’s individual online account accessible via our password protected Website or App. This account contains Membership details, Activity booking details and booking and payment history.

1.11 **Christ Church Sport and Active Health** means the sports activities operated and managed by Canterbury Christ Church University,

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 the 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 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/](http://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.

## 2. Membership

2.1 You must be over 16 to be a Member of the Centre. Proof of age and identification is required when joining. We reserve the right to require further information if relevant to your application’s acceptance.

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 applicants must provide all information required in the Membership application. 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".

2.5 Following payment of the Fee and acceptance of all relevant Membership information by us and evidence that all required inductions have been arranged (if required), a Centre Membership number will be issued to a member to allow access rights to the Centre, via bar code on the app or via student/staff ID card.

2.6 For all Members, the Membership term runs continuously from the date that their Membership is issued until a date determined by the Category of Membership You have been applied and entitled to get. Once the Membership has been accepted, this date will be confirmed in the Member's Online Membership Account.

2.7 Any Fee or Activity Fee shall be payable in advance as a single one-off payment, to be made by credit or debit card through the App or in the Centre. 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 once the Membership has been activated

2.8 All Fees, Activity Fees and retail items include VAT (where applicable) at the current rate chargeable in the UK for the time being.

2.9 Failure to settle outstanding payments 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 Membership:** From the date of being accepted as a Member, Direct Debit Membership shall continue for a minimum period of one (1) month and shall renew on the 1<sup>st</sup> of each month for further periods of one (1) month unless terminated in accordance with the Terms and Conditions.

**3.2 Annual Memberships:** Beginning when the Member pays for membership all Members shall pay a single subscription. Annual subscriptions shall be payable by each

Member irrespective of the actual usage of the Centre or change in personal circumstances.

3.3 Complimentary memberships are given to Sport Scholars, coaches employed by the University at 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.

3.4 Free Event Pass:

- (a) On occasion, free event passes may be issued as part of a marketing campaign.
- (b) Free passes have no resale value and cannot be exchanged for cash or any other product or service.
- (c) Free passes should be used before the advertised expiry date any passes set for redemption after this date may be cancelled without warning.
- (d) Access with the free pass commences once you use the Centre facilities.

#### **4. Visitor Rules**

4.1 Visitors are permitted by the sole discretion and permission of the Director of Sport.

4.2 Contractors – both external and internal, must sign in at reception on arrival and sign out when leaving, ensuring any signed for keys are returned.

4.3 Visitors under the age of 16 must be always accompanied by a responsible adult and are not permitted within the gym without supervision.

4.4 Any visitor found to be using any facilities other than for the purpose of their visit will be asked to leave.

4.5 Parents bringing children to the Centre are always totally responsible for their children's behaviour 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 or renewal 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 You may be required to undertake an induction process prior to your membership commencing. 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. If required to complete an induction your membership will be activated upon satisfactory completion of your induction. The Contract between You and us will be formed upon our acceptance of your application for your chosen Membership. Inductions are recommended for all.

5.4 Activities: Bookings requested through the app are confirmed immediately and are viewable in the App. For facility bookings requested via email and booking form, 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 eligible for membership, 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 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 paid for Membership or a booking, (less than the amount due) 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. Health Agreement and Use of the Centre**

6.1 By accepting membership to our Centre You are agreeing to these terms and conditions which also include rules and advice regarding your health and fitness to exercise.

Our commitment to You:

- (a) We will respect your personal choice and allow You to make your own decisions about what exercise You can carry out. However, we ask You not to

exercise beyond what You consider to be your own abilities, and we reserve the right to ask You not to continue should it become clear to us that you are exceeding what we reasonably believe is your personal ability to perform the exercise causing potential harm to yourself

- (b) We will take all reasonable steps to make sure that our equipment and facilities are clean and safe for You to use and enjoy for the normal purpose they were intended for. Please note that we ask You to wipe equipment after use and You report any faulty equipment to Centre staff.
- (c) We will endeavour to ensure that our staff are qualified to fitness industry standards.
- (d) If You disclose a disability that puts You at a substantial disadvantage in terms of accessing our equipment and facilities, we will consider which adjustments, if any, are reasonable for us to make.
- (e) We shall comply with GDPR and will always keep any personal and sensitive information that You give us confidential.

Your commitment to us:

- (a) You will not exercise beyond your own abilities. If You know or are concerned that You have a medical condition that might interfere with You exercising safely, You should get advice from a relevant medical professional before You use our equipment and facilities and follow said advice and if relevant, to inform us. We are not responsible for any damage or injuries you might cause to yourself for the misuse of the equipment due to your negligence in complying with any given medical professional advice.
- (b) You will make yourself aware of any rules and instructions, including warning notices, and follow them. Exercise carries its own risks. When You are exercising, You are responsible for the risks involved. You should not carry out any activities that you have been told are not suitable for you.
- (c) You will let us know immediately if our equipment or facilities are unsafe to use if You feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be someone available who has been trained in first aid.
- (d) If You have a disability, You should follow instructions provided to allow You to exercise safely and ask for advice and help where required.
- (e) You will wipe equipment following each use for the safety of all users.

Refusal to agree to this health commitment will result in cancellation of your membership or activity 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 As per your agreement in section 6.1, 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 professional medical advice. 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](http://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 adhere to both the health commitment statement referred to above and 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. Bookings and Cancellations**

7.1 Many Activities require prior booking before participation. Failure to book for such Activities may result in participation being denied.

7.2 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.

7.3 The fee payable in respect of any Activity booking shall be the Activity Fee. All bookings are non-transferable without our express consent.

7.4 Activity Booking Cancellation requests can be made via the App, email to [sport@canterbury.ac.uk](mailto:sport@canterbury.ac.uk), to the main Centre reception or by telephone to Christ Church Sport and Active Health.

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

7.6 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.

7.7 You must bring your Membership barcode, either via the App or student/staff card on each visit to the Centre.

## **8. Cooling off period**

8.1 Once you have had your application for a fixed term Membership accepted by us You have the right 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.

8.2 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.

8.3 If You withdraw from your Contract with us in this way, we will, subject to clause 8.4 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.

8.4 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.

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

8.6 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.

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

## **9. Cancellation of Memberships by you**

9.1 The terms of this clause 9 are subject to your statutory right to cancel set out in clause 8.

9.2 After the expiry of the cancellation period set out in clause 8.1 above, all Memberships are non-refundable except in the circumstances outlined in clauses 9.3 and 9.4 below.

9.3 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.

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

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

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

9.4.3 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 9.4, 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 9.4) we will refund any part of your Membership Fee which you have paid in advance, but which relates to a period after termination.

9.5 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' written notice of your wish to cancel your Membership and your Contract via email or letter.

9.6 Members are responsible for cancelling their direct debit instructions at their bank or building society if they have cancelled their membership.

9.7 Membership may only be suspended following a written request as per 10.5.

## **10. Membership cancellation by us**

10.1 We may cancel your Membership:

10.1.1 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

10.1.2 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

10.1.3 if any part of your Fee or an Activity Fee remains unpaid thirty (30) days after it becomes due

10.1.4 if You breach any Rules or 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

10.1.5 You suspend your Membership according to clause 10.5 below for a period exceeding twelve (12) months without our prior written consent

10.1.6 if You damage any of the equipment or facilities at the Centre if the damage is a consequence of your misuse or misbehaviour.

10.1.7 if You deliberately provide us with incorrect or false details when applying for Membership.

10.2 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.

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

10.4 Members may suspend their Membership for a minimum of one (1) calendar month and a maximum of four (4) calendar months. 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. 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.

## **11. Social Media Filming and Photography**

11.1 It is not permitted under any circumstance to take photographs or film any area that contains children under the age of 18 without their parental permission and without prior notice.

11.2 CCCU understands that filming workouts and activities can be a source of education and motivation, they can also be inspirational to others when posted on social media. However, members are asked to be respectful of other members when filming or taking photographs for social media when in the Centre. We expect that You will:

11.2.1 Consider that many Members and centre users value their personal space and may feel uncomfortable or self-conscious being filmed or photographed during their workouts. You may be asked to move to a different area or stop altogether if it is felt You are not respecting privacy of others.

11.2.2 Refrain from filming or taking photographs of individuals without their consent or invading their personal space. This includes if they appear in the background. Unintentionally capturing other individuals in the background of a video or photograph without their consent can infringe upon their privacy rights.

11.2.3 Be mindful of the gym environment and avoid disruptions that may affect fellow gym-users.

11.2.4 Respect the privacy of others by not sharing or posting without their permission.

11.2.5 Conduct yourself with respect while filming, avoiding any behaviour that could offend or upset others.

11.2.6 Consider safety risks and do not prioritise filming over proper exercise form and techniques.

11.2.7 Not clutter the centre floor with equipment such as tripods and light rings.

## **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, in no event shall we, the University, our employees, our agents or other Members or the University's be liable for any form of indirect, special, consequential or punitive damages, whether such damages arise in contract or tort, irrespective of fault, negligence or strict liability or whether such party has been advised in advance of the possibility of such damages. Under no circumstances our liability shall exceed the Fee payable for your Membership over the twelve (12) months preceding the claim.

13.2

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 the 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 £5000.

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. 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 into 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 9.4 (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 9.4.

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 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 9.4 (or 9.3 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 Fees or Activity Fees 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 and Third-Party's rights.**

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 8.2, 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 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, , 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 with our prior written agreement such consent not to be unreasonably refused, but subject to the fulfilment of the application's criteria.

15.7 To make a complaint, please speak to staff on duty at the Centre or email [sport@canterbury.ac.uk](mailto:sport@canterbury.ac.uk) with your details. The complaints policy is available at on the Website at [www.canterbury.ac.uk/christ-church-sport/](http://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.