

STAFF MEMBERSHIP TERMS AND CONDITIONS (SALARY EXCHANGE SCHEME ONLY)

1. Definitions

In these Terms and Conditions, the following words shall have the following meanings:

'University' shall mean the University of Cambridge of The Old Schools, Trinity Lane, Cambridge CB2 1TN;

'Anniversary' any anniversary of the date upon which Membership of the Fitness Suite begins for the relevant Member

'Centre' shall mean The Cambridge University Sports Centre, West Cambridge as further described on the Website;

'Fitness Suite' shall mean those facilities included in the Fitness, Strength and Conditioning Suite within the Centre as further described on the Website;

'Centre Membership' shall mean valid membership of the Centre, in accordance with the provisions of clause 2 of these Terms and Conditions, and **'Centre Member'** shall be construed accordingly;

'Fitness Suite Membership' shall mean valid membership of the Fitness Suite, in accordance with the provisions of clause 3 of these Terms and Conditions, and **'Fitness Suite Member'** shall be construed accordingly;

'Director' shall mean the Director of Physical Education at the University, or his nominee(s);

'Department' shall mean the Department of Physical Education of the University;

'User' shall mean any person present on Centre premises or using any of the facilities of the Centre, whether as a participant or spectator, who is not a Member and whether or not a charge has been levied for entry to the Centre or their use of the facilities within the Centre;

'Membership' shall mean Centre Membership and/or Fitness Suite Membership, as appropriate;

'Membership Fees' shall mean the fees payable for Centre Membership or Fitness Suite Membership, as appropriate, at the rate notified by the University to the prospective Member at time of their application for Membership or subsequent renewal;

'Member' shall mean an individual who holds a valid Membership;

'Hirer' shall mean a Member who has booked use of any Sports Facilities;

'Booked Period' shall mean the period(s) of any day or part thereof reserved for the use of the Hirer;

'Department Staff' shall mean staff of the University of Cambridge, employed through the Department of Physical Education;

'Sports Facilities' shall mean all bookable sports spaces and courts within the Centre;

'Website' shall mean www.sport.cam.ac.uk/CambridgeSportsCentre/index.html or any other website through which the University provides information about the Centre as notified to Members by the University from time to time;

'CMBens Website' shall mean www.admin.cam.ac.uk/offices/hr/staff/benefits/; and

'Salary Exchange' shall mean an arrangement whereby a Fitness Suite Member who is an employee of the University agrees with the University to give up part of their pay in return for the University providing Fitness Suite Membership, and "Salary Exchange Scheme" shall be the scheme under which this is organised.

2. Membership and use of the Centre

2.1 The University, at its sole discretion, offers Membership and provides use of the Centre to staff under the Salary Exchange Scheme in accordance with these Terms and Conditions. The criteria for eligibility shall be set out on the CMBens Website from time to time and the University's decision as to whether a member of staff is eligible or continues to be eligible to participate in the Salary Exchange Scheme shall be final.

2.2 On application for Membership of the Fitness Suite under the Salary Exchange Scheme, a one-off payment may be made directly by the applicant to the Department to enable them to enjoy the benefits of Membership on a temporary basis for the remainder of month in which such application is made. An application for Membership under the Salary Exchange Scheme will be accepted when the first reduction is made in the pay of the member of staff concerned but pending such acceptance applicants shall be permitted to use Centre and the Fitness Suite without further charge from the first day of the month after the month of application. Thereafter, if an applicant is determined by the University to be ineligible for Membership under the Salary Exchange Scheme, their use of the Fitness Suite shall be withdrawn forthwith.

2.3 Members are required to disclose on the form provided any medical conditions they have or which they may develop during their period of Membership which may be relevant to their use of the facilities at the Centre. For certain medical conditions and in the interests of Members' health and safety, the University 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 or continued by the Department.

3. Centre Membership

3.1 General

3.1.1 Subject to these Terms and Conditions, **CENTRE MEMBERSHIP IS VALID FOR 12 MONTHS** from the date of purchase and for such time thereafter as the Member maintains continuous Fitness Suite Membership whether through the Salary Exchange Scheme or otherwise.

3.1.2 Centre Membership entitles the holder to apply for Fitness Suite Membership and to book (a) classes and courses run by or on behalf of the Department within the Centre and (b) Sports Facilities in accordance with these Terms and Conditions.

3.1.3 Centre Membership is non-transferable.

3.1.4 Centre Members agree at all times to comply with these Terms and Conditions and/or (as applicable) such other terms and conditions that the University and the relevant Centre Member agree shall apply to their Centre Membership from time to time and failure to do so may result in termination of Centre Membership, in accordance with clause 7.1 below.

3.2 Membership Fees and Payment

3.2.1 Membership Fees for Centre Membership shall be payable as a single one-off payment, to be made by cash, debit card, credit card or cheque and shall not be part of the Salary Exchange.

3.3 Booking Fees

3.3.1 Fees for the booking of sports facilities, classes or courses shall not form part of the Salary Exchange and shall be paid in full by the Member in accordance with these terms and conditions.

4. Fitness Suite Membership

4.1 General

4.1.1 Fitness Suite Membership is only available to Centre Members (please refer to clause 3.1.1).

4.1.2 Subject to these Terms and Conditions and in particular Clauses 5, 6 and 7, **FITNESS SUITE MEMBERSHIP provided by the University under the SALARY EXCHANGE SCHEME is to be held FOR COMPLETE PERIODS OF 12 MONTHS.** Membership under the Salary Exchange Scheme will start on the first day of the month in which the first reduction in the Member's pay is made and will be automatically renewed annually for twelve month periods on each Anniversary of that Member unless the Member gives notice in writing to the Department one month prior to any Anniversary that they do not wish to renew their Membership. The reduction in salary to be made in the twelve months immediately following any Anniversary and the standard terms and conditions of membership under the Salary Exchange Scheme shall be those prevailing at the date of such Anniversary. The cost of Fitness Suite Membership shall be met by the University under the Salary Exchange Scheme, subject to the Member accepting an agreed reduction in their pay. The Department will contact the Member in advance of each Anniversary to advise them of the terms and conditions and the reduction in salary applicable for the twelve months following such Anniversary so that the Member can determine whether they wish to accept the terms on which the renewal is to be made and to remind the Member of the need to serve one month's written notice should they not wish to renew their Membership on that basis.

4.1.3 Fitness Suite Membership is non-transferable.

4.1.4 Fitness Suite Members agree at all times to comply with these Terms and Conditions and/or (as applicable) such other terms and conditions that the University and the relevant Fitness Suite Member agree shall apply to their Fitness Suite Membership from time to time and failure to do so may result in termination of their Fitness Suite Membership and Centre Membership, in accordance with clause 7.1 below.

4.2 Membership Types

4.2.1 RED Membership entitles the Fitness Suite Member to access facilities in the Fitness Suite during off peak opening hours only and to book classes run by or on behalf of the Department within the Centre at a reduced rate, subject to availability.

4.2.2 GOLD Membership entitles the Fitness Suite Member to access facilities in the Fitness Suite during all opening hours and to book classes run by or on behalf of the Department within the Centre at a reduced rate, subject to availability.

4.2.3 BLUE Membership entitles the Fitness Suite Member to access facilities in the Fitness Suite during all opening hours and book classes run by or on behalf of the Department within the Centre free of charge, subject to availability.

4.2.4 A Member may, with the consent of the University, change the type of Membership of the Fitness Suite provided by the University on any Anniversary or on one occasion in any twelve month period between Anniversaries, subject to the Member agreeing to the corresponding change in the reduction in salary (which will be based on the reductions in salary prevailing at the time the change is made) and to such change not being such as to render the Member ineligible for participation in the Salary Exchange Scheme.

5. Cancellation of Memberships

5.1 Cancellation during the first 14 Days of Membership

5.1.1 A 14 day cooling off period applies to all new Memberships, from the date of any application for Membership. During this cooling off period, the Member may cancel their Membership by contacting the Head of Operations of the Department in writing.

5.1.2 If a Member chooses to terminate their Membership within the cooling off period, the University reserves the right to retain all or a proportion of any one-off payment for temporary Membership made by the Member pursuant to Clause 2.2 if the Membership has been utilised (for example, if the Member has gained access to the Fitness Suite or attended classes).

5.1.3 After the 14 day cooling off period, Centre Membership is non-cancellable and non-refundable within the first 12 months of Membership.

5.2 Cancellation of Fitness Suite Membership

A Member may cancel or suspend their Fitness Suite Membership at any time in the circumstances set out in Clause 6.

6. Changes to Membership

6.1 Changes to reduction in salary to be made in respect of Membership

6.1.1 The University reserves the right to review the salary reductions to be made under the Salary Exchange Scheme at its sole discretion. Any such changes will take effect from the next Anniversary of Membership, unless the Member opts not to renew their Membership.

6.2 Changes to Member's Circumstances

Members may cancel or suspend the Membership provided by the University and their participation in the Salary Exchange Scheme in the event of a lifestyle change to their personal circumstances provided such change is determined by the University in its absolute discretion as coming within the scope of those "lifestyle changes" recognised by HM Revenue and Customs for the purposes of the Salary Exchange Scheme. A lifestyle change can include:

- Marriage or civil partnership
- Birth or at key stages in adoption of a child
- Notification of pregnancy or commencement of/return from maternity leave
- Divorce/legal separation/dissolution of civil partnership
- Death of a partner or dependant
- Long-term sickness of child
- Commencement of/return from long-term sick leave/ starting receipt of long-term disability benefit
- Redundancy, loss of job or change in working pattern of partner
- Commencement of or return from unpaid leave of greater than 3 months (adoption, additional paternity, career break, etc.)
- A significant change in working hours (20% or more)
- Decrease in Reference Salary of 20% or more
- Commencement of/return from an overseas secondment
- Moving house

Further guidance and details of the procedure for cancellation under this Clause 6.2 shall be found on the CMBens Website.

6.3 Cancellation due to Changes or decision not to renew

6.3.1 In the event of cancellation in accordance with clause 6.2, or a Member deciding not to renew participation in the Salary Exchange Scheme, the Member shall pay any unpaid fees payable in respect of bookings made pursuant to clauses 9, 10 and/or 11 below ("**Booking Fees**") until such time as their Membership comes to an end.

6.3.2 In the event of effective cancellation or decision not to renew, the Centre will refund any Booking Fees that have been paid by the Member in respect of any period after their Membership has come to an end.

6.3.3 Acceptance by the University of cancellation for a reason set out in clause 6.2 may, at the University's sole discretion, be subject to the requirement that the Member provides the University with reasonable proof of such change, such as a doctor's certificate or other such evidence as the University may reasonably require.

6.6 Freezing of Membership

6.6.1 Members wishing to temporarily freeze their Membership may do so at the discretion of the University. The Member is obligated to fulfil the period of the frozen Membership in addition to the minimum period of their Membership (For example, a 12 month Membership plus 2 months where the Membership is frozen would equate to a 14 month total obligation).

6.6.4 Members may freeze their Membership in the event of any of the following changes to their personal circumstances:

- 6.6.5 Injury;
- 6.6.6 Pregnancy or birth or adoption of a child;
- 6.6.7 Death of a partner or dependent;
- 6.6.8 Commencement of or return from long term sick leave;
- 6.6.9 Commencement of receipt of long term disability benefit; or
- 6.6.10 Another significant change to a Member's personal circumstances (including, but not limited to, marriage, divorce, the relevant Member's partner or spouse becoming redundant or pregnant, or temporarily moving away from the Cambridge area).
- 6.6.11 Monthly Memberships can be frozen from the 1st of the following month.
- 6.6.12 Monthly Memberships can only be frozen in blocks of one month.

7. Termination of Membership

7.1 The University may terminate Membership at its sole discretion, without notice and with immediate effect in the following circumstances:

7.1.1 If a Member commits a serious or repeated breach of these Terms and Conditions or University regulations, and the breach, if capable of remedy, is not remedied within 7 days of the Member being notified of the breach; or

7.1.2 If a Member provides details that they know to be false when applying for Membership, and the false declaration would have reasonably affected the University's decision to grant the Membership; or

7.1.3 If a Member ceases to be eligible for participation in the Salary Exchange Scheme, whether through the ending of their employment with the University otherwise.

7.2 If the University terminates the Membership, for any of these reasons no reimbursement of any previous reduction in salary shall be made.

8. Safety Procedures and Code of Conduct

8.1 Members shall comply with the Centre's Code of Conduct, a copy of which is provided to Members prior to acceptance of these Terms and Conditions and which is displayed prominently in the Centre and made available through the Website and relates to opening hours, use of the facilities and conduct. The Centre may (subject to these Terms and Conditions) make reasonable changes to the Code of Conduct at any time. Advance notice shall be given unless an immediate change is required for reasons of safety. Members shall comply with the reasonable instructions of the Department Staff while in the Centre.

8.2 Appropriate sporting clothing and footwear must be worn at all times during sporting activities. Footwear with non-marking soles only must be worn in the Sports Facilities.

8.3 Changing clothing outside of the designated changing areas within the Centre is not permitted.

8.4 On hearing the fire alarm, all Members and Users must leave the Centre. Department Staff will direct Members and Users to the nearest assembly point and only on their instruction can Users return into the Centre.

9. Booking Sports Facilities

9.1 All Members may book Sports Facilities up to 7 days in advance of the desired Booked Period. The fees payable in respect of such bookings shall be the relevant fees notified by the University to the relevant Member at time of their booking. Bookings must be paid for at the time of booking. All bookings are non-transferable.

9.2 Subject to clauses 9.6 and 9.7, Members may make bookings under this clause 9 on behalf of non-Members.

9.3 Fitness Suite Members are not entitled to any additional benefits over Centre Members with regard to the booking of Sports Facilities other than the Fitness Suite.

9.4 A Booked Period is the total time for which the relevant Sports Facility is booked and any necessary set up of equipment must be completed during the Booked Period. Members should bear this in mind when making a booking.

9.5 Any booking cancellations made at least 24 hours prior to the start of the Booked Period will be refunded in full. Any cancellations after that time or 'no shows' will not be refunded.

9.6 The Member who made the booking must be present and take part in the activity that has been booked failing which access to the Sports Facility as booked will not be granted or may be withdrawn failing which access to the Sports Facility as booked will not be granted or may be withdrawn.

9.7 The Member booking the activity shall ensure that all Users who take part in the booked activity as a result of the Member's booking adhere to the Centre's Code of Conduct. Any infringement of the Code of Conduct by any such Users may result in action being taken against the Member who made the booking.

9.8 Members and Users participating in any activity booked under this clause 9 must arrive in time to check in at Reception, change clothes where necessary, and to make their way to the booking location prior to the start of the Booked Period.

9.9 If a relevant Member has not checked in at least 5 minutes before the start of the Booked Period, Department Staff may reassign the booked Sports Facilities to any waiting Members and no refund will be offered to the Member who made the booking.

10. Booking Classes

10.1 All Members may book in advance to attend classes run by or on behalf of the Department at the Fitness Suite, subject to availability and in accordance with the provisions of this clause.

10.2 Members with Blue Fitness Suite Membership may book onto any class that takes place during peak and off-peak times, at no additional cost, up to 7 days in advance of the relevant class.

10.3 Members with either a Gold or Red Fitness Suite Membership may book classes that take place during peak and off-peak times, up to 7 days in advance of the relevant class and are required to pay the discounted class fee (as notified to the relevant Member by the University at the time of booking) on the day of the relevant class.

10.4 Members with a Centre Membership only may book onto any class that takes place during peak and off peak times, up to 7 days in advance of the relevant class, and are required to pay the full class fee (as notified to the relevant Member by the University at the time of booking) at the time of booking.

10.5 If a Member wishes to cancel a booking for a class, they must do so in person at the Centre or by telephone by calling the Centre's reception (01223 336580 or such other number as the University may publish from time to time) at least 2 hours prior to the start of the relevant class. If a Member cancels less than 2 hours prior to the relevant class, or if they do not attend a booked class, they will incur a £2 fee (except where they have been prevented from attending the booked class by reasons beyond their reasonable control). Members will then not be permitted to book into another class until this fee has been paid. This clause 10.5 applies to all Members.

10.6 Members should arrive at least 15 minutes prior to the relevant class to allow time to check in, change, and to make their way to the class location. Members must check in and, where necessary, pay the relevant class fee, on arrival at the Centre reception. If Members have not checked in 5 minutes before the relevant class, Department Staff may reassign the booked place to any waiting Members. Reserve lists will only operate 'on the day' for Members who are in the Fitness Suite 5 minutes before the start of the class. The Department reserves the right for class instructors to refuse entry to Members and/or Users arriving late to classes on safety grounds.

11. Booking Courses

11.1 All Members may book in advance to attend courses run by or on behalf of the Department at the Fitness Suite, the terms and details of which the University shall publish and advertise through the Website and on posters, flyers and other marketing materials published within the Centre.

11.2 Booking, cancellation, completion and certification of courses shall be subject to the Member meeting and complying with the specific requirements of the relevant course published by the University.

12. Admission, Access, Opening Times and Temporary Closures

12.1 Details of the Centre opening hours, peak and off peak times and annual holiday closures are displayed within the Centre and on the Website.

12.2 The University may have to enforce temporary closures of all or part of the Centre and/or Fitness Suite. Details of any such closures will be displayed in the Centre. It is expected that such closures will occur during the University's exam period, and from time to time throughout the year.

12.3 No person under the age of 18 will be admitted to the Fitness Suite, except during designated, supervised sessions, or with prior agreement by the Director.

12.4 In the event of the Fitness Suite reaching its maximum user number, Department Staff may refuse entry to Members and/or Users on health and safety grounds.

12.5 Members under the Salary Exchange Scheme must bring their University card with them on each visit to access the Fitness Suite failing which the Department reserves the right to refuse entry.

12.6 At any one time, up to two weight training platforms may be reserved by Department Staff for University team or athlete training purposes, and will not be available to Members during these times. Where practicable, the times of these sessions will be displayed in the Centre.

13. Parking

13.1 Subject to clause 13.3, Members may park in any car park within the Centre, subject to availability, between the hours of 6.30am and 8.30am, and between the hours of 3.30pm and 10.30pm whilst using the facilities within the Centre.

13.2 Subject to clause 13.3, use of the Centre car parks between the hours of 8.30am and 3.30pm may be available for Members visiting the Centre during those times but must be booked in advance.

13.3 Vehicles must be removed from the car park on leaving the Centre and any Member failing to remove their vehicle may be subject to the removal of the parking rights set out in clauses 13.1 and 13.2.

14. Lockers

14.1 For security reasons, Users are asked to store personal belongings and valuables in the lockers provided.

14.2 Lockers in the Fitness Suite are operated by University Cards or Membership Cards.

Lockers in the other Sports Facilities changing areas are on a keypad system.

14.3 Users must remove their belongings from the lockers when they leave the Fitness Suite.

Department Staff will remove the contents from any locker overnight. Users can claim the contents the Department has removed from the Centre Reception up to six weeks after removal. After this time, unclaimed items may be donated by the University to charity.

15. Injury and Accidents

15.1 The University will compensate Members for any loss or damage they may suffer if it fails to carry out its obligations under these Terms and Conditions or to a reasonable standard or breaches any duties imposed on it by law (including if it causes the death or personal injury to a Member by its negligence) unless that failure is attributable to:

15.1.1 the Member's own fault;

15.1.2 a third party unconnected with the provision of services under these Terms and Conditions; and

15.1.3 events which neither the University nor its suppliers could have foreseen or forestalled even if the University had taken all reasonable care.

16. Loss or Damage to Personal Property

The University's liability to compensate Members for any loss or damage to personal property is limited to a reasonable amount, having regard to such factors as whether the damage was due to a negligent act or omission by the University.

17. Personal Data

The University will hold Members' contact details in accordance with the University's privacy policy published at <http://www.cam.ac.uk/about-this-site/privacy-policy> on its secure database and may use them in case of an emergency or in case it needs to a Member about a booking or in an emergency; this may be by telephone, email or text message. The University will not pass any details on to any other organisations, but may use some of the information provided to monitor sales and use of the Sports Facilities. Information disclosed pursuant to Clause 2.3 will be held on record on the secure Membership and Bookings Database so that it may be available to view by appropriate staff for Health and Safety purposes.

18. Notices

Notices to the University under these Terms and Conditions, including notices of cancellation of Membership, shall be made in writing to the following address, or such other address as the University may advertise from time to time:

The Head of Operations, The University of Cambridge Sports Centre, Philippa Fawcett Drive, Cambridge, CB3 0AS or enquiries@sport.cam.ac.uk

19. Severability

If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms and Conditions.

20. Governing Law and Jurisdiction

These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) ("Disputes") shall be governed by and construed in all respects in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle Disputes.