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 1TJ;
"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 3 of these Terms and Conditions, and "Centre Member" shall mean a Centre Member in accordance with these terms and conditions;
"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;
"Department" shall mean the Department of Physical Education at the University, or his nominee(s);
"Department Staff" shall mean the Department of Physical Education of the University;
"Member" shall mean any person who is a Centre Member or a Fitness Suite Member 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 fixed fees payable for Centre Membership or Fitness Suite Membership, as appropriate, at the rate notified by the University to the prospective Member at the 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 courts and sports within the Centre;
Website shall mean www.sport.cam.ac.uk/CambridgeSportsCentre/index.html or any other website provided by the University for information about the Centre or any information provided by the University to Members by email or through the Website;
"Salary Exchange Scheme" shall mean the 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 benefits of Membership of the Fitness Suite provided by the University on any Anniversary or on one occasion in any twelve month period following their Anniversary, subject to the contribution made by the Member agreeing to the corresponding change in the reduction in salary (which will be based on the reductions in salary provided at the time of their application or such change as the University determines to be reasonable) in respect of the Member ineligible for participation in the Salary Exchange Scheme.

2. Cancellation of Membership

3. Centre Membership

3.1 Centre Membership
3.1.1 A 14 day cooling off period applies to all new Memberships, from the date of any application for Membership. During this period, the Member may cancel their Membership by contacting the Head of Operations of the Department in writing.
3.1.2 If a Member chooses to terminate their Membership within the cooling off period, the University reserves the right to retain all or any 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).
3.1.3 After the 14 day cooling off period, Centre Membership is non-cancellable and non-transferable within the first 12 months of Membership.

4. Changes to Membership

4.1 General

4.1.1 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 Fitness Suite for a subscription which will be reduced in accordance with clause 7.1 below.
4.1.2 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 Fitness Suite for a subscription which will be reduced in accordance with clause 7.1 below.
4.1.3 BLUE 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 Fitness Suite for a subscription which will be reduced in accordance with clause 7.1 below.
4.1.4 Fitness Suite Members agree at all times to comply with these Terms and Conditions and/or (as applicable) the relevant conditions under which the University and the relevant Fitness Suite Member agree to apply to their Fitness Suite Membership from time to time and to do so making the corresponding changes to their Fitness Suite Membership and Center 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 Fitness Suite for a subscription which will be reduced in accordance with clause 7.1 below.
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 Fitness Suite for a subscription which will be reduced in accordance with clause 7.1 below.
4.2.3 BLUE 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 Fitness Suite for a subscription which will be reduced in accordance with clause 7.1 below.
4.2.4 A Member may, with the consent of the University, change the type of Membership of the Fitness Suite provided to them if they are in full-time employment with the University for a period of at least twelve months and have been a Member of the Fitness Suite for at least twelve months. The Member may change their Membership by notifying the University in writing, at any time, of their wish to renew their Membership in accordance with clause 7.1 below.

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 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 any 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-transferable 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 6.3.

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 period of Membership.

6.2 Changes to Member’s Circumstances

6.2.1 Members may cancel or suspend their Membership at any time should a change in their personal circumstances render participation in the Salary Exchange Scheme no longer possible.
6.2.2 The Member's circumstances may be reviewed periodically 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 a "lifestyle change" recognised by HM Revenue and Customs for the purposes of the Salary Exchange Scheme. A lifestyle change can include:
- Marriage or civil partnership
- Birth of new child (in adoption of a child
- Notification of pregnancy or commencement of fixed paternity leave
- Divorce or dissolution of civil partnership
- Death of a parent or dependant
- Long term sickness of child
- Commencement of/year from long term sick leave
- Starting receipt of long term disability benefit
- Redundancy, loss of job or change in working partner pattern
- Commencement of/year from long term sick leave/starting receipt of long term disability benefit
- A significant change in working hours (20% or more)
- Decrease in Reference Salary of 20% or more
- Commencement of/year from overseas secondment
- Moving house

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

6.3 Cancellation due to Changes or decision not to renew

6.3.1 In the event of cancellation within the first 12 months, 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 11 below ("Booking Fees") in addition to their subscription. The Member will be entitled to receive the pro-rata proportion of the term (i.e. month) after their last date of membership.

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 last date of membership.

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.

6.4 Freezing of Membership

6.4.1 Members wishing to temporarily freeze their Membership may do so at the discretion of the University. The Member is obligated to provide the University with written notice of 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 equal to 14 month total obligation).
6.4.2 Members may be frozen for their Membership in the event of any of the following to their personal circumstances:
- Death of a partner or dependant
- Divorce or dissolution of civil partnership
- Marriage or civil partnership
- Birth of new child (in adoption of a child
- Notification of pregnancy or commencement of fixed paternity leave
- Divorce or dissolution of civil partnership
- Death of a parent or dependant
- Long term sickness of child
- Commencement of/year from long term sick leave/starting receipt of long term disability benefit
- Redundancy, loss of job or change in working partner pattern
- Commencement of/year from long term sick leave/starting receipt of long term disability benefit
- A significant change in working hours (20% or more)
- Decrease in Reference Salary of 20% or more
- Commencement of/year from overseas secondment
- Moving house

Further information and details of the procedure for cancellation under this Clause 6.2 shall be found on the University website.

6.4.3 In the event of the effective cancellation or decision not to renew, the Centre shall refund any Booking Fees that have been paid by the Member in respect of any period after their last date of membership.

6.4.4 Members wishing to temporarily freeze their Membership may do so at the discretion of the University. The Member is obligated to provide the University with written notice of 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 equal to 14 month total obligation).
6.4.5 Members may be frozen for their Membership in the event of any of the following to their personal circumstances:
- Death of a partner or dependant
- Divorce or dissolution of civil partnership
- Marriage or civil partnership
- Birth of new child (in adoption of a child
- Notification of pregnancy or commencement of fixed paternity leave
- Divorce or dissolution of civil partnership
- Death of a parent or dependant
- Long term sickness of child
- Commencement of/year from long term sick leave/starting receipt of long term disability benefit
- Redundancy, loss of job or change in working partner pattern
- Commencement of/year from long term sick leave/starting receipt of long term disability benefit
- A significant change in working hours (20% or more)
- Decrease in Reference Salary of 20% or more
- Commencement of/year from overseas secondment
- Moving house

Further guidance and details of the procedure for cancellation under this Clause 6.2 shall be found on the University website.
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. In the event of the Fitness Suite reaching its maximum user number, 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 the date of 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; or
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.sport.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 contact 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 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.
18. Notices
Notices to the University under these Terms and Conditions, including notices of cancellation of bookings, will 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 Sport Centre, Philippa Fawcett Drive, Cambridge, CB3 OAS or enquiries@sport.cam.ac.uk

19. Severability
If any part 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 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.