

## **SPORTSDOCK CUSTOMER TERMS & CONDITIONS (the 'Conditions')**

We are SportsDock, part of the University of East London, of Docklands Campus, 4-6 University Way, London, E16 2RD and whose registered VAT number is GB232650530.

You can contact us by telephoning us on 02082236888 emailing us at [enquiries@sportsdock.co.uk](mailto:enquiries@sportsdock.co.uk) or writing to us at SportsDock, University of East London, Docklands Campus, 4-6 University Way, London, E16 2RD.

If we need to contact you, we will use the most recent phone number, email address or postal address we hold for you.

All customers using SportsDock are required to comply with the following conditions of use. Entry to SportsDock and use of its facilities and classes is granted on the basis that the following conditions shall be deemed to be incorporated into the contract of entry to SportsDock, or for the use of any facilities or classes.

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## Definitions

**Agreement:** the agreement between you and us for your use of SportsDock, the Facilities and the Classes which is made up of your membership application form or booking form and these Conditions.

**Arena:** SportsDock's arena including the basketball courts, Volleyball courts, badminton courts and football pitches

**Annual Membership:** an annual membership of SportsDock

**Booking:** A reservation of an area / room located in SportsDock, reservation of a place at a Class, or booking any other Facilities.

**Booking Fee:** the fees payable by you to us for making a Booking

**Block Booking:** Consecutive weekly bookings of an area/ room located in SportsDock

**Centre Manager:** as employed by SportsDock

**Club:** includes any group or organisation approved by the Director for booking of facilities of SportsDock

**Data Protection Act/DPA:** means the Data Protection Act 2018

**Director:** the director of sport and includes any employee of the University exercising the functions of the director

**Duty Manager:** the designated duty manager as employed by SportsDock

**Facilities:** the premises, equipment and other amenities of SportsDock

**Fitness Area:** the SportsDock fitness centre and the Optimal Zone

**HCS:** the Health Commitment Statement you will need to complete before you can use SportsDock's Fitness Area

**Member:** a customer who has a Membership

**Membership:** a membership of SportsDock

**Membership Card:** an access card assigned and given to a Member upon joining.

**Membership Conversion:** a change from one type of a Membership to another.

**Membership Fee:** fee payable by you to us for your Membership

**Monthly Contract-** A 12 month Direct Debit Membership Commitment

**Personal Trainer:** any designated contractor of the University who provides you with Personal Training.

**Personal Training:** any one-to-one fitness training provided to you by a Personal Trainer.

**Promotional Membership:** a Membership charged at a reduced Membership Fee and offered solely for a Promotional Period as advertised by the University from time to time.

**Promotional Period:** any period during which a Promotional Membership is offered by the University, and subject to terms and conditions set out by the University from time to time.

**SportsDock:** shall mean and include all buildings, grounds or other facilities of the University of East London SportsDock

**East London Sport Club:** A sports club set up for students participating in BUCS events.

**UEL Student:** a current full-time or part-time student at the University

**University:** University of East London, a higher education corporation established under the Education Reform Act 1988 (as amended by the Further and Higher Education Act 1992) whose principal place of business is at 4-6 University Way, London E16 2RB

**Website:** [www.sportsdock.co.uk](http://www.sportsdock.co.uk) or [www.uel.ac.uk/sport/sportsdock](http://www.uel.ac.uk/sport/sportsdock)

**Wristband:** a wristband device distributed by SportsDock to Members in lieu of a Membership Card.

## 1. Application and Booking Process

- 1.1 If you want to join SportsDock, pay as you go or book the Facilities, you must submit your completed membership application form or booking form to us either online via the Website or in hard copy to Reception.
- 1.2 No contract shall come into force between you and us until we notify you that we have accepted your completed membership application form or booking form. Once the appropriate fees have been paid the Agreement between you and us will come into existence. The Agreement will be governed by these Conditions.
- 1.3 It is your responsibility to ensure that the information on your membership or booking application form or booking form is accurate and complete. If discrepancies are found, we reserve the right to terminate your Membership or Booking with immediate effect.
- 1.4 Bookings made via external vendors are subject to these Terms and Conditions.

## 2. Conduct, Age Restrictions and Changes to Medical Circumstances

- 2.1 You must:
  - 2.1.1 comply with all the reasonable instructions and requests of the Director, Centre Manager, Duty Manager or employees of SportsDock;
  - 2.1.2 always treat other customers and SportsDock staff with courtesy and consideration;
  - 2.1.3 not act inappropriately including the use of undue noise, rude or offensive behaviour, abusive language and physical abuse, or else you may be asked to leave SportsDock immediately.
  - 2.1.4 accept and sign the HCS;
  - 2.1.5 whilst participating in SportsDock activities, dress in sports wear that is appropriate to that activity. Approved sports shoes with non-marking soles must be worn for all indoor activities at SportsDock;
  - 2.1.6 ensure that all Facilities used are left in a tidy and orderly condition at the end of the period of hire/use;
  - 2.1.7 carry out and observe all instructions and rules relating to the use of SportsDock and the Facilities and conduct therein, which may from time to time be published by notice on the SportsDock premises or otherwise;
  - 2.1.8 always treat the Facilities with respect. Any purposeful or deliberate damage by you will result in your immediate removal from SportsDock and possible criminal proceedings against you; and
  - 2.1.9 seek advice from SportsDock staff before using equipment if you are unsure how it works.
- 2.2 You must not:
  - 2.2.1 bring or permit to remain in or on SportsDock premises any animals except for assistance dogs that are assisting individuals with disabilities;
  - 2.2.2 sell or attempt to sell in SportsDock any goods, articles or equipment of any kind;
  - 2.2.3 put up any notices or decorations (internal or external);
  - 2.2.4 alter or interfere with any Facilities;
  - 2.2.5 smoke, use e-cigarettes or consume alcohol or drugs in any area of SportsDock; or
  - 2.2.6 jump over the SportsDock turnstiles at any time for any reason.
- 2.3 You must be at least 16 years of age to use the Facilities or to participate in any Class.
- 2.4 All children under the age of 16 wishing to enter SportsDock must be accompanied by and under the supervision of an adult aged 18+.
- 2.5 If your medical circumstances change at any time, you must inform a member of staff immediately and, if required, be prepared to seek medical advice.
- 2.6 If you fail to comply with any of the rules of conduct applicable to SportsDock, you will be required to leave SportsDock immediately. If your Booking is cancelled or cut short as a result of your breach of these Conditions, the Booking Fee must be paid in full and is non-refundable.
- 2.7 Any instances of abuse towards SportsDock members of staff may result in necessary further action being taken.

### 3. Data Protection

- 3.1 We will collect personal information about you including personal details, financial details and information about your health. We will use this information for the purposes of managing your Membership and communicating with you about your Membership. You must inform us of any changes to your personal information, so we can keep our records up to date.
- 3.2 Any collection or use of your personal data will comply with all data protection legislation including the Data Protection Act 2018, the General Data Protection Regulation (GDPR) and the Privacy and Electronic Communications Regulations (2003).
- 3.3 We take your privacy seriously. We will limit access to your personal information to only our employees and management who require its use for managing your Membership, communicating with you about your Membership and marketing or other services.
- 3.4 We reserve the right to take photographs of our Facilities for press and promotional activities as part of our legitimate interests. When we do this, there will be clear signage in place. If you do not wish to be included in such material, you should speak to a member of staff.
- 3.5 SportsDock will share your personal data in the following circumstances:
  - Where we have a legal obligation to do so
  - With other University departments if it is relevant to your studies, conduct or
  - With contracted data processors for specific purposes such as use of fitness apps or delivery of marketing material if you have agreed to this.
- 3.6 The Data Protection Act (2018) gives you rights about how your personal data is managed including the right of Access. For more information about your information rights and to see a copy of our fair processing notice, please visit <https://www.uel.ac.uk/discover/governance/information-assurance/data-protection> or email [dpo@uel.ac.uk](mailto:dpo@uel.ac.uk)

### 4. Cooling-off Periods

- 4.1 If you take out your Membership or make your Booking via the Website, you have a legal right to change your mind within 14 days and receive a full refund of your Membership Fees or Booking Fees.
- 4.2 You have 14 days from the day after we notify you that we have accepted your membership application form or booking form to cancel your Membership or Booking. However, if you use the Facilities or attend a Class during the 14-day cooling-off period and then exercise your right to cancel, we will charge you a pro-rata amount for your use or attendance.
- 4.3 If you want to cancel your Membership or your Booking during the 14-day cooling-off period, please let us know by phone, email or post using the contact details set out at the start of these Conditions. You can use the cancellation form available at this link [https://www.efocus-net.com/dynamic\\_survey.php?data=1660039937](https://www.efocus-net.com/dynamic_survey.php?data=1660039937)
- 4.4 Any refund due will be made without undue delay to the method used for payment as specified in the refund request form.

### 5. Car Parking

- 5.1 University staff and students are not permitted to park in the SportsDock car park at any time unless specifically agreed by the Director.
- 5.2 You can apply for a SportsDock parking permit at Reception, conditions apply.
- 5.3 If you park in the SportsDock car park, you must make sure your parking permit is always clearly displayed on your vehicle during your stay.
- 5.4 Rules and regulations are clearly displayed in the SportsDock car park. If you fail to comply with these, you may incur a penalty charge.
- 5.5 Vehicles are parked in the SportsDock car park entirely at the owner's risk. SportsDock and the University do not accept any responsibility for loss or damage to vehicles, their contents or accessories however caused.

- 5.6 Vehicles cannot be left in the SportsDock car park overnight.
- 5.7 Any parking permit can be withdrawn at the Director's discretion.
- 5.8 Parking might be restricted at all times on reasonable notice.
- 5.9 SportsDock uses an external company to enforce the car park conditions of use. If you incur a penalty during your car park use or if your car is removed from the car park, you will be required to liaise with the enforcement company directly. SportsDock is unable to assist you in appealing a penalty decision.

## **6. Food and Drink**

- 6.1 You may not bring food of any kind into the Fitness Area or the Arenas without prior permission from the Duty Manager. Only non-alcoholic drinks contained within a sealed bottle and for personal rehydration may be brought into SportsDock.
- 6.2 Where permission for the use of outside caterers or the provision of your own food is granted, the detailed requirements of the Director must be followed. In particular, Facilities must be left in a clean, tidy, hygienic state with all waste food and any materials being removed. The cost of any additional cleaning will be recharged to you in full if necessary. Any external catering company must provide us with proof of sufficient public liability insurance cover upon request.

## **7. Users with Disabilities**

- 7.1 If any Booking is to involve a person with a disability, please let us know at least three (3) working days in advance so we can do our best to meet their requirements and discuss the necessary details for an emergency evacuation (PEEP).

## **8. Changing Facilities and Locker Use Policy**

- 8.1 You must secure all your bags and outdoor clothing in the lockers provided.
- 8.2 Lockers are provided for your convenience. When you have finished your session, you must ensure the key is returned to the correct lock.
- 8.3 Lockers may only be used for the limited period of each individual session e.g. each trip to the Fitness Area. The lockers are regularly checked after closing hours. Any belongings found after hours will be removed at your own risk.
- 8.4 We accept no responsibility for the security of your belongings. All items are left at your own risk. Any items found will be stored and disposed of 2 weeks after collection – 1 month for valuables (see SportsDock's Lost and Found Policy for more details). Wet items and drink bottles will be disposed of immediately.

## **9. Photography**

- 9.1 You will comply with the terms of the SportsDock's photography policy detailed on the main [website](#).
- 9.2 The Use of Tripods is not permitted within the Fitness Centre, Optimal Zone or Arenas at any time.
- 9.3 No SportsDock members are allowed to take photographs of another member without their permission.
- 9.4 Filming is strictly not allowed whilst in the Fitness Centre, Optimal Zone or the Arenas. If SportsDock becomes aware of filming taking place the member will be asked to delete the film immediately.
- 9.5 Filming/photography used for commercial marketing needs to be prior approved by the Centre Manager/Fitness Centre Manager or Marketing Manager. SportsDock reserves the right to refuse any commercial photography.
- 9.6 Non-permitted filming/photography for personal or marketing purposes found on social media, will be investigated and taken down.
- 9.7 No Aerial Cameras or Drones are permitted use on the SportsDock Premises.

## **10. Health and Safety**

- 10.1 Your Membership and Bookings will be subject to completion of satisfactory risk assessments where required by law or otherwise indicated by the Director. You must always complete a satisfactory risk assessment and provide a copy of that assessment to the Duty Manager – Quality,

Health & Safety before commencement of the activity where the following equipment is to be used:

- Inflatable equipment (such as bouncy castles)
- Gas bottles
- Heavy equipment
- Martial Arts Activities

- 10.2 You must report all injuries/accidents to the Duty Manager immediately (if necessary, through any Centre Staff on duty). Duty Managers are qualified first aiders.
- 10.3 You must provide supporting information on health and safety issues where required.
- 10.4 Events are expected to provide their own first aid provision.
- 10.5 You should not hesitate to call emergency services if needed but inform SportsDock Management.
- 10.6 You must check all Facilities before use and report any damage or concerns immediately to SportsDock's staff.
- 10.7 We reserve the right to refuse access to any Facility if it is deemed to be unsafe.

## **11. Opening/closing and Description of Facilities**

- 11.1 SportsDock's opening and closing times are detailed on the Website.
- 11.2 You must cease using the Facilities or not start using the Facilities at the times specified. You should not be present in the Fitness Area and the Arena outside of their permitted use times.
- 11.3 The Facilities available at SportsDock are detailed on the Website. If you have any specific or additional requirements for Facilities, a suggestion or written request can be made and will be reviewed by the Director.
- 11.4 In unforeseen circumstances, SportsDock may vary any services delivered to you without notice.
- 11.5 SportsDock's opening and closing times remain subject to change when necessary and around holiday periods. The Facilities available may be subject to change. The activities e.g. classes organised by SportsDock remain subject to change. Change includes both withdrawal and re-timetabling.

## **12. Events Outside Our Control**

- 12.1 If we are unable to perform our obligations under this Agreement due to an event outside our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the event. We will not be liable to you for delays caused by any event out of our control.
- 12.2 If the event prevents us from performing our obligations under this Agreement for more than 30 consecutive days, you or we may terminate this Agreement immediately by giving the other 7 days written notice. In those circumstances, we will refund you pro rata any unused portion of the Membership Fees and Booking Fees you have paid us.

## **13. Evacuation**

- 13.1 In the event of a fire or emergency of any kind resulting in the need to evacuate SportsDock, an alarm will sound, and you are required to leave SportsDock immediately at the nearest signed exit, and to follow the instructions of the Duty Managers/fire wardens and SportsDock/University security staff. Please familiarise yourself with the location of exit signs.
- 13.2 If you are evacuated, you should leave via the closest signed fire exit and assemble outside the south entrance under the DLR overpass outside the south entrance next to the car park barrier. It is crucial that you familiarise yourself with the fire exit map upon entering SportsDock facilities.
- 13.3 Any lost booking time incurred through a fire evacuation cannot be compensated and cannot be carried forward onto a different booking.

## **14. Limitation of liability**

- 14.1 Nothing in this Agreement excludes or limits our liability for death or personal injury arising from our negligence, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by English law.

- 14.1.1 if we fail to comply with the terms of this Agreement, we are not responsible for loss or damage you suffer that is not a foreseeable result of us breaking our Agreement with you or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process; and
  - 14.1.2 We will have no liability to you for any loss of profits, income, sales or revenue, loss of business, business interruption, loss of anticipated savings or loss of business opportunity, goodwill or reputation.
  - 14.2 Our liability to you for loss or damage to your property is strictly restricted to damage or loss suffered due to the negligence of our staff;
15. We will not be liable for services offered to you by any third parties not directly engaged or employed by us, including Personal Trainers and any caterers you may bring into SportsDock.

## 16. Guests

- 16.1 If you bring any guests into SportsDock, you must:
  - 16.1.1 report them to the Reception and pay the one-off fee or redeem any entry vouchers, to use the facilities;
  - 16.1.2 bring the terms of this Agreement to your guest's attention; and
  - 16.1.3 make sure your guests comply with all the terms of this Agreement as if they were you.
- 16.2 We reserve the right to refuse entry to any guests at the Director's discretion.

## 17. Comments & Complaints

- 17.1 If you wish to make a complaint, raise a concern, or pass on a compliment, this can be done at SportsDock reception, online at [www.uel.ac.uk/sport/sportsdock](http://www.uel.ac.uk/sport/sportsdock) or via email at [sportsdock@uel.ac.uk](mailto:sportsdock@uel.ac.uk)
- 17.2 Any feedback provided could be used for marketing purposes without further notification.

## 18. General

- 18.1 This Agreement is the entire Agreement that relates to your use of SportsDock.
- 18.2 This Agreement shall give no contractual right to any third parties.
- 18.3 We may transfer our rights and obligations under this Agreement to another organisation. We will always tell you in writing if this happens and we will ensure the transfer will not affect your rights under this Agreement.
- 18.4 This Agreement is subject to English law and the exclusive jurisdiction of the English courts.

## 19. Alternative Dispute Resolution

- 19.1 In the event that a dispute occurs and the usual complaints procedure has been exhausted, both parties will endeavour to resolve the dispute amicably and away from the Courts where possible using an appropriate alternative dispute resolution method.

## Schedule 1 – Memberships

### 1. SportsDock Membership Fees

- 1.1 No joining fee will be charged for any membership. Each membership will be subject to the relevant payment terms within this agreement.
- 1.2 If you fail to pay any Direct Debit instalment your Membership will be automatically suspended, and you will lose access to all SportsDock facilities until any debts have been settled. If your payment remains due for seven (7) calendar days, we reserve the right to terminate your Membership with immediate effect and invoice you for any outstanding Membership Fees, depending on your Membership type.
  - 1.2.1 *Monthly Rolling*: Membership Fees will be collected monthly from your account by Direct Debit on the day of the month specified in your Membership confirmation email or the nearest working day after that date and covers the month ahead. When purchasing Monthly Rolling Membership, a pro-rata payment will be required for the amount that relates to the time between the start of your Membership and the first Direct Debit collection date.
  - 1.2.2 *Monthly Contract*: Membership Fees will be charged monthly by Direct Debit on a specified date or nearest working day after, for the minimum term of 12 months. Following the minimum term, the Monthly Contract Membership automatically transfers to a month by month payment and the cancellation process mentioned in 8.1.1 applies. You can also reach out to us to purchase a new Monthly Contract Membership during the 30 days' notice period and at any point after.
  - 1.2.3 *Promotional Membership*: reduced Membership Fees will be charged during the Promotional Period as per terms and conditions of the promotional offer. Following the Promotional Period, you will be enrolled on a Monthly Rolling Membership and standard Monthly Rolling Membership Fees will apply.
  - 1.2.4 *Prepaid (1, 3, 6, or 12 months)*: Membership Fees are charged upfront for the entire Membership period via credit or debit card (we do not accept personal cheques).
- 1.3 Your Membership Fees are subject to periodic increases. Membership Fees will normally be reviewed on an annual basis, but circumstances may dictate an earlier revision. You will be given at least one month's written notice of any Membership Fee change. Membership Fees for prepaid memberships will be reviewed only on renewal.
- 1.4 We will pass any VAT increases or decreases on to you.
  - 1.4.1 If you have a 12-month membership, including Monthly Contract, you may freeze your Membership for 1 period of 1 month. This request needs to be put in writing at least 1 month before the requested start date of the freeze, no payments will be made during this period. If you are ill or injured and require a longer freeze to your membership, this needs to be put in writing and will be granted at our absolute discretion based solely upon provision of reasonable medical proof from a certified health professional.

### 2. Changes to Membership

- 2.1 If you purchase a Membership for which you are ineligible, you will be reverted to the Monthly Rolling Membership and charged appropriate Membership Fees, including pro rata Membership Fees for the period during which you were enrolled on an incorrect Membership type.
  - 2.1.1 If you have a 12 month membership, including Monthly Contract, you may freeze your Membership for 1 period of 1 month. This request needs to be put in writing at least 1 month before the requested start date of the freeze, no payments will be made during this period. If you are ill or injured and require a longer freeze to your membership, this needs to be put in writing and will be granted at our absolute discretion based solely upon provision of reasonable medical proof from a certified health professional.



### 3. Membership Cards and Inductions

- 3.1 You must use your Membership Card or Wristband to access any relevant areas of SportsDock.
- 3.2 You must carry with you at all times and produce to SportsDock staff upon request your Membership Card or Wristband.
- 3.3 Entry and use of the Facilities may be denied where a valid Membership Card or Wristband cannot be produced. SportsDock staff may at their absolute discretion allow entry and use of the Facilities where an alternative ID can be produced. Student Members will be refused entrance without a valid student card, as they are required to have this on them at all times, as dictated by the University's policy.
- 3.4 Any found, lost or stolen Membership Cards or Wristbands must be immediately reported either to Reception or using SportsDock's email address: [sportsdock@uel.ac.uk](mailto:sportsdock@uel.ac.uk)
- 3.5 Your Membership applies to you personally. You cannot lend, assign or transfer it to another person and nobody except from the named membership holder is permitted to gain entry through use of their membership card or wristband. Anyone found to be doing so will have the membership card stored at reception until the correct member has spoken to a member of the Duty Management Team.
- 3.6 Replacement Membership Cards and Wristbands are available at a cost of £3.
- 3.7 You must successfully complete a SportsDock gym induction/ personal programme before you can use the SportsDock gym. Please contact Reception to arrange your session as soon as you purchase a pass or become a member.

### 4. Additional Fees

- 4.1 In addition to the Membership Fees, charges will be incurred for activities that are outside the scope of your Membership. We will tell you what these charges are when you make your Bookings.

### 5. Fitness Area and Personal Training

- 5.1 All members must receive a gym induction or personal programme to use the facility. It is the members responsibility to book an induction and it must be done through our Reception.
- 5.2 If you are eligible for a free programme you must book this within the first 2 months of your membership
- 5.3 If you use the Fitness Area, you must:
  - 5.3.1 complete an HCS before entering the Fitness Area
  - 5.3.2 replace weights, dumbbells and lifting accessories and wipe down the equipment after use;
  - 5.3.3 not make or receive phone calls in the Fitness Area, unless as part of the emergency services;
  - 5.3.4 always wear appropriate training attire. A full list of appropriate clothing is available at the Fitness Area reception desk; and
  - 5.3.5 not bring any size of bag (or other items not directly required in connection with the use of the equipment in the Facilities) into the Fitness Area. Please use lockers provided in the changing rooms.
- 5.4 Personal Training is available at SportsDock, please enquire at the Fitness Centre reception for more details. In order to ensure quality of service, we do not allow any personal training to take place in the Fitness Areas by anyone other than Personal Trainers.
  - 5.4.1 All Personal Trainers within the fitness centre have to be approved by the Fitness Centre Manager before any instruction/personal training of other members.
  - 5.4.2 No member is allowed to receive payment for instructing/personal training another member within the fitness centre.
  - 5.4.3 Members are not allowed to instruct another member whilst in the gym.
- 5.5 Any service provided to you by a Personal Trainer constitutes a contract between the Personal Trainer and you and does not extend to SportsDock in any event. We accept no responsibility for, and will not be liable for, the acts, omissions, breach of contract or negligence by any of the Personal Trainers.

- 5.6 A maximum of 40 customers will be allowed in the Optimal Zone at any one time. If this number is exceeded SportsDock staff will organise a one in one out system until this number is reduced.

## 6. Group Exercise classes

- 6.1 Classes can be booked up to two weeks in advance as a member and one week in advance by a non-member. This can be done at Reception, over the phone or via our online bookings system available on the Website.
- 6.2 You must collect a receipt from Reception before attending your Class to present to the fitness or class instructor.
- 6.3 SportsDock staff have the right to refuse entry to any Class if you arrive more than 5 minutes after the start time for a 30 minute Class and 10 minutes for a 50 minute Class. In those circumstances, the Booking Fee must be paid in full and is non-refundable.
- 6.4 If you miss your Class, the Booking Fee must be paid in full and is non-refundable.
- 6.5 If you cannot attend a pre-booked Class, you must contact reception to cancel enrolment. If you booked your Class online, you can cancel via our online booking system available on the Website. Attendance at Classes is monitored and if you book into Classes and consistently fail to turn up without cancelling your enrolment, we will contact you so we can understand why you have failed to turn up. If there is no good reason for your non-attendance, we may suspend or cancel your ability to pre-book Classes.
- 6.6 We reserve the right to cancel a Class at late notice if circumstances so require. If for any reason we must cancel a Class, we will endeavour to contact you as soon as possible. We will re-arrange the Class for a later date. You can either attend the re-arranged Class or receive a full refund of your Booking Fee.

## 7. Cancellation for our breach

- 7.1 You may cancel your Membership or your Booking with immediate effect by giving us written notice if we commit a serious breach of this Agreement. In those circumstances, we will refund you any unused portion of the Membership Fees and Booking Fees you have paid us.

## 8. Membership cancellation

### 8.1 Cancellation by you:

- 8.1.1 *Monthly Rolling*: You may cancel your Membership by submitting a cancellation form via the [link](#): Your cancellation will take effect 1 month after the final Direct Debit payment has been paid. Memberships must be cancelled before the 21<sup>st</sup> of the month to prevent being charged the subsequent month.
- 8.1.2 *Monthly Contract*: Contracts can be cancelled only in exceptional circumstances. In the event of a requirement to cancel a contract which you believe is due to exceptional circumstances, please write to the SportsDock Centre Manager outlining the reasons for cancellation. Each request will be dealt with individually and the Centre Manager will respond within 21 days of receipt of your letter.
- 8.1.3 If 2 months payments are defaulted whilst on a monthly contract, the membership will be automatically cancelled and a penalty of 1 month will remain on the account. If the member would like to return in the future, the debt will have to be cleared before a new membership is purchased.
- 8.1.4 *Prepaid (1, 3, 6 or 12 months)*: can only be cancelled in exceptional circumstances. If you wish to cancel due to such exceptional circumstances, please write to the SportsDock Centre Manager outlining the reasons for cancellation. Each request will be dealt with individually and the Centre Manager will respond within 21 days of receipt of your letter.
- 8.1.5 Memberships cannot be cancelled based on your level of use.

### 8.2 Cancellation by us:

- 8.3 We may cancel your Membership with immediate effect by giving you written notice if:
- you commit a serious breach of our terms and conditions;
  - you commit an act of abuse, threatening behaviour, vandalism or illegal activity;

- Your Membership Fees or other charges remain unpaid 7 days after the due date and you fail to pay any amounts due within 7 days of such payment falling due.
- 8.4 If we cancel your Membership under clause 8.3, we will not refund any Membership Fees to you.
- 8.5 If you are given a student or staff Membership your Membership shall immediately terminate if you cease to be a University student or member of staff.

- 8.6 If you would like to challenge our decision to terminate your Membership, you can request a review from the Director of Sport, whose decision will be final. Please be advised that any decision to overturn the termination will be made at the complete discretion of the Director of Sport.

## 9. Membership Conversions

- 9.1 Membership Conversions cannot be processed 10 days before the designated date of a Direct Debit payment.
- 9.2 Annual Memberships can only be upgraded (downgrades are not permitted).

## Schedule 2 – Booking

### 1. SportsDock Booking Fees

- 1.1 Our Booking Fees (including VAT) are available on the Website and at reception.
- 1.2 All Booking Fees must be paid at the time the Booking is made.
- 1.3 All Booking Fees must be paid by credit/debit card. Personal cheques and cash are not accepted.
- 1.4 Our Booking Fees are subject to periodic increases. Booking Fees will normally be reviewed on an annual basis, but circumstances may dictate an earlier revision. You will be given at least one month's written notice of any Booking Fee change.
- 1.5 We will pass any VAT increases or decreases on to you.

### 2. Arena Bookings

- 2.1 Members may make Arena Bookings for their own use up to two weeks in advance. Non-members may make Arena Bookings up to a maximum of seven (7) days ahead.
- 2.2 Allocated time slots for Arena Bookings (60 minutes in the Arenas) include set up and set down of equipment. For example, 5 mins for badminton court and 10 mins for volleyball.
- 2.3 To allow the maximum number of people to enjoy the facilities at SportsDock, you may not book more than three hours of courts/pitches for the same day.
- 2.4 If any additional hours or equipment are needed it needs to be booked through our events team
- 2.5 As any discounted rates apply to your individual use, you may not book more than one activity or activity slot for the Arena for the same time at the discounted rates.
- 2.6 You may not make bookings for other members or non members. You must attend all bookings. Arena access may be denied until your arrival or bookings may be cancelled and booking fee must be paid in full and will be non-refundable.
- 2.7 If you miss your Arena Booking, the Booking Fee must be paid in full and is non-refundable.
- 2.8 Provided that you give us at least 48 hours' notice prior to your Arena Booking, you may reschedule your Arena Booking to another available slot within 14 days of the original Arena Booking. You must request a transfer in person at the Reception, via the Website or in person over the phone. Requests for transfer of bookings will not be accepted if they are emailed.
- 2.9 Refunds will not be given if a booking is cancelled at any time.
- 2.10 If you fail to turn up for three Arena Bookings in the period of a Block Booking, we may cancel the rest of your Block Booking, regardless of whether you have notified us in advance of the anticipated non-attendance.
- 2.11 You can bring your own music into play during your Arena Booking. As long as the material is inoffensive and played at the appropriate volume.

### 3. Block Bookings by Clubs

- 3.1 If a Club fails to attend an Arena Booking as part of the Block Booking, we will contact the Club captain to ask for an explanation, and the Club will be invoiced for the full cost of the Arena Booking. If a Club fails to attend on more than two occasions without an explanation deemed satisfactory by the Director, all remaining dates for the Block Booking will be cancelled for the

remainder of that season and a charge made to the Club for all missed Arena Bookings.

- 3.2 All Club members using SportsDock as part of a Club booking must have a valid Membership.
- 3.3 If SportsDock cancels any part of your Block Booking, then Club will receive a credit note.
- 3.4 If any part of your Block Booking is cancelled outside of the SportsDock's control, then SportsDock will issue an appropriate refund and notify you of the cancellation within reasonable time.  
If the date of one of your Block Bookings falls on public holiday or a date when the University is closed, it will be automatically rescheduled for the next available date.

#### **4. Equipment**

- 4.1 Details of applicable deposits are described on the Website. SportsDock reserves the right to retain any monies deposited for hire of equipment if equipment is not returned or if returned in an unsatisfactory condition.
- 4.2 You must not abuse our property or equipment. Fair wear and tear is accepted. You will be responsible for the cost of replacing or repairing any property or equipment you damage or destroy. You will not be allowed to use SportsDock again until such charges have been paid to SportsDock.
- 4.3 You are not permitted to move any large equipment (i.e. goals, nets and posts) around, on or off the booked area.
- 4.4 You must stop using and immediately report to the Duty Manager any damaged or defective equipment that might pose a risk to health and safety.
- 4.5 You may not bring electrical equipment into SportsDock without the prior approval of the Director and any that are used must conform to relevant legal standards.
- 4.6 You are entirely responsible for the operation and safety of your own equipment.