



## **Standard Terms and Conditions of Membership and Club/group Booking**

**These terms and conditions are to make sure we can offer everyone an enjoyable membership or Club/group booking with Culford Sports & Tennis Centre.**

The terms and conditions of membership in part 1 apply to all members, along with the terms and conditions of use in part 2, which apply to all our members and guests.

These terms and conditions form part of your membership agreement with us. Your membership agreement with us is made up of your membership agreement form (your application form when filled in and signed on our behalf) and these terms and conditions. These documents together form a legal membership agreement between us, so please make sure that you carefully read these terms and conditions and the membership agreement form.

You and your guests must also keep to CSTC rules and regulations. We may change the CSTC rules and regulations at any time. Your membership agreement is with Culford School and not CSTC.

When we use 'monthly' in these terms and conditions, we mean full calendar months. A full calendar month starts at the beginning of the first day of the month and ends at the end of the last day of the same month (for example, 1 January to 31 January).

We may change our terms and conditions at any time. When we do make changes that may affect you, we will give you reasonable notice of the changes that we plan to make. If you are not happy with the changes, you may cancel your membership in line with section 7 of these terms and conditions. These terms and conditions replace any previous versions.

Your membership agreement is governed by the laws of England.

These terms and conditions apply at all times and take priority over any spoken communication from one of our team members.

# Part 1

## Culford Sports & Tennis Centre Membership Agreement

THIS IS AN IMPORTANT DOCUMENT THAT YOU SHOULD READ. It sets out the terms and conditions of membership of the Culford Sports & Tennis Centre ("CSTC"). It is a legally binding agreement between you and Culford School Trading Trust. All memberships are for a minimum period of 12 months. If you apply for membership you will be obliged to pay membership fees for a full 12 month period even if you stop using our facilities, save in exceptional circumstances detailed below.

### 1. What we provide

- a. We have a fitness suite and facilities for tennis, badminton, table tennis and swimming. You are welcome to visit Culford Sports & Tennis Centre to inspect the facilities before deciding whether to apply for membership. We update and alter the facilities from time to time.
- b. Our opening hours are displayed at the Culford Sports & Tennis Centre and online at [www.culford.co.uk](http://www.culford.co.uk). We reserve the right to change opening hours but will endeavour to ensure that the new times are suitable for our members.
- c. Subject to causes outside our control our facilities are available for use by members during advertised opening hours. Some facilities have to be booked in advance and again details of this are displayed at the Culford Sports & Tennis Centre and online at [www.culford.co.uk](http://www.culford.co.uk). Equipment in the fitness suite is not pre booked but, as with any fitness suite, may be in demand at busy times.
- d. Each member must comply with the rules of the Culford Sports & Tennis Centre, which rules are designed to ensure the health, safety and enjoyment of all members. A copy of the rules accompanies this document. If the rules are amended the amendment will be displayed at the Culford Sports & Tennis Centre.

### 2. Membership Categories and Fees – Terminating Membership

- a. We offer three categories of membership; Platinum, Gold and Silver.
- b. Platinum members enjoy free use of all facilities. Members can pay their fee annually or monthly. All platinum members who pay monthly commit to membership for a minimum initial period of 12 months. If you are accepted as a platinum member you will therefore be obliged to pay the monthly fee for at least 12 months from the date your membership starts, whether or not you continue to use our facilities. After those 12 months you may terminate on one month's written notice.
- c. Gold Sports members enjoy free use of all facilities except indoor tennis, which is not included. Members can pay their fee annually or monthly. All gold members who pay monthly commit to membership for a minimum initial period of 12 months. If you are accepted as a gold member you will therefore be obliged to pay the monthly fee for at least 12 months from the date your membership starts, whether or not you continue to use our facilities. After those 12 months you may terminate on one month's written notice.
- d. Gold Tennis members enjoy free use of the indoor and outdoor tennis facility. Members can pay their fee annually or monthly. All gold members who pay monthly commit to membership for a minimum initial period of 12 months. If you are accepted as a gold member you will therefore be obliged to pay the monthly fee for at least 12 months from the date your membership starts, whether or not you continue to use our facilities. After those 12 months you may terminate on one month's written notice.

e. Silver membership is on an annual basis. Members pay an annual fee and then pay separately for the use of each facility.

f. All fees are displayed at the Culford Sports & Tennis Centre and online at [www.culford.co.uk](http://www.culford.co.uk) Fees may be subject to reasonable increases from time to time. Fee increases are applied to current members but we endeavour to limit the number of increases to one per year.

### **3. Changing Membership Category**

a. You may apply to upgrade your membership at any time. If we accept your application you will be obliged to pay the fee appropriate to that membership as from the date of our acceptance.

b. Once you have held Platinum or Gold membership for the initial 12-month period you may apply to downgrade your membership by serving one month's written notice. If we accept your application your membership fees shall reduce from the date of our acceptance. If we do not accept your application we will remind you of your right to either cancel or continue your membership. You may not downgrade Platinum or Gold membership during the initial 12-month period; by applying for Platinum or Gold membership you commit to that minimum period.

### **4. Applying for Membership**

a. Applications for membership must be made on our application form, accompanied by a completed direct debit mandate for membership fees. We are members of the Direct Debit Scheme Guarantee and we comply with its provisions.

b. We do not charge an initial joining or administration fee.

c. We are not obliged to accept any application. If we accept we will notify you and your membership will start on the date stated in that notification.

d. We will also advise you of when your membership fees are due. Payment must be made by that date.

### **5. Direct Debit and Administration Costs**

a. You must maintain a current direct debit mandate throughout your membership.

b. If you fail to do so, if a payment is late, the direct debit fails, you lose your membership card or breach this Agreement in any other way you must reimburse any reasonable administration costs (including staff time) incurred by us as a result.

### **6. Membership Cards etc**

a. Your membership is personal to you (and your family if it is a family membership) and may not be transferred to any other person.

b. You must not allow any other person to use your membership card.

c. The extent to which you may bring guests is stated in the rules of the Culford Sports & Tennis Centre displayed at the Culford Sports & Tennis Centre and online at [www.culford.co.uk](http://www.culford.co.uk)

### **7. Suspending your Membership**

a. In any of the following circumstances you may suspend your membership with us.

- i. If you are medically advised to not use any of our facilities due to injury or illness;
  - ii. If you lose your job or livelihood and thereby become unable to pay for your membership;
  - iii. If you move home to a location that is more than 15 miles from Culford; or
  - iv. If your place of work is relocated to a location that makes it impossible for you to attend the Culford Sports & Tennis Centre during advertised opening hours
- b. To suspend membership you must send written notice to us detailing your circumstances and must also provide supporting evidence if we ask for it. You can resume membership by sending a further written notice. It is your responsibility to ensure that you are fit enough to resume membership.
- c. Family memberships cannot be suspended in part. The circumstances described above must apply to the principal family member.
- d. During a period of suspension you may not use the facilities at Culford Sports & Tennis Centre. We will not refund payments already made, but will not take further direct debits from you until your membership resumes.
- e. If the circumstances continue for more than three months you may also terminate your agreement under clause 8c below

## **8. Ending your agreement with us**

- a. Gold and Platinum monthly Members may end their agreement with us after the initial 12 month period, on one month's written notice. Annually paid memberships expire after one year unless they are renewed with payment by the member.
- b. Silver Members expire after one year unless they are renewed with payment by the member.
- c. You may end your agreement with us by giving written notice if the circumstances described in clause 7a have applied for at least three months.
- d. We may terminate your membership if you, one of your guests or family members does not comply with the rules of the Culford Sports & Tennis Centre or if you do not comply with this Agreement. We will give written notice of such termination. We will not refund payments made prior to termination but will not take any further fees.

## **9. Exclusion Of Liability**

- a. Please do not bring valuables to the Culford Sports & Tennis Centre. Please ensure that your car is appropriately insured. We are not liable for loss or damage to any of your personal effects or to your car, except to the extent that such loss or damage is directly caused by our staff.
- b. It is your responsibility to ensure that you are fit enough to use our facilities and that you understand how to use them safely.
- c. We accept liability for death or personal injury caused by our negligence.

## **10. Complaints**

- a. Your enjoyment of the Culford Sports & Tennis Centre is a priority to us. If you have a complaint please raise it with a member of the team.

b. If you are not satisfied please raise it in the first instance with the Sports & Tennis Centre Operational Manager and if still not resolved with the Culford School Operations Director.

## 11. Data Protection

a. In this clause, data protection laws means legally binding laws, rules or regulations concerning the protection of personal data, including the General Data Protection Regulation and The Data Protection Act 2018.

b. You agree that we may use the data that you provide to us to administer your membership and to make you aware of events and promotions at Culford School.

c. Hiring groups and Clubs agree that the Company and the Hirer are Data Controllers in respect of the personal data shared in connection with this Agreement.

d. Each party shall only use the personal data shared with it by the other party for the purpose of complying with its obligations under this Agreement, and for the purpose of doing all things and taking all steps reasonably necessary or incidental to the hire of the Accommodation by the Hirer (the data sharing purposes).

e. Both parties shall comply with all their respective obligations under data protection laws applying to them, please see [Culford School Privacy Notice](#) on how your personal data is processed.

f. each party shall:

- ensure that it has given all necessary notices, and has lawful ground, to enable lawful transfer of the relevant personal data to the recipient;
- not disclose personal data transferred to it to any third party, other than as reasonably necessary to achieve the data sharing purposes;
- to provide information to professional advisers such as lawyers, insurers, human resource advisors, accountants and health and safety consultants;
- Government authorities such as HMRC, police or the local authority
- appropriate regulatory bodies such as ICO; HSE or as required or permitted by law;
- ensure that it has in place appropriate technical and organisational security measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

g. A party shall promptly notify the other if it becomes aware of a data security breach affecting personal data transferred to it by the other party.

## 12. Your right to cancel this Agreement

a. If you have applied for membership without first visiting Culford you will be entitled to cancel your membership (under Distance Selling Regulations that apply in that situation). The right to cancel does not arise if you have visited Culford.

b. On cancellation we will refund all payments made by you and your application will be treated as never having been made.

c. Should you wish to cancel please either write to us or email us stating that you wish to cancel. Your notice must arrive within seven "working days" of the day on which we tell you that we have accepted your application for membership BUT note that you cannot cancel once you have used our facilities; even after one visit the cancellation right ends.

d. For this purpose only “Working Days” excludes weekends and public holidays.

### **13. Notices**

a. Wherever this Agreement requires you to give “written notice” you can do so by post to Culford Sports & Tennis Centre, Culford School, Culford, Suffolk. IP28 6TX by email to [sportscentre@culford.co.uk](mailto:sportscentre@culford.co.uk) or by leaving the notice with a member of staff at the Culford Sports & Tennis Centre.

## **Part 2**

### **Terms and conditions of use**

#### **1. General - putting your health and safety first**

1.1 As your safety is our main priority, you are not allowed to bring crockery, glass or food into the gym, changing rooms, fitness studios, racket-sports courts or swimming pool areas.

1.2 No pets, other than guide dogs, are allowed in CSTC.

1.3 To protect all our members' and guests' safety, any person visiting or using CSTC or otherwise being on the school premises must pay particular attention to all notices and signs relating to health and safety matters. If you do not understand a notice or sign, please ask one of our team members at CSTC.

1.4 Fire exits are clearly marked throughout the CSTC and must not be interfered with. If the fire alarm goes off, you must leave the premises through the nearest safe exit and make your way to the assembly point outside.

1.5 You are not allowed to smoke at CSTC.

1.6 While you are at CSTC or using CSTC facilities, we expect you to behave appropriately, respectfully and politely at all times. We have the right to prevent you entering CSTC or to ask you to leave if we think that your behaviour or appearance is not suitable.

1.7 You must dress appropriately depending on the place and time of day.

1.8 Food may be eaten in the lounge area but all waste or litter must be disposed of in the bins provided

1.9 You must follow the rules and regulations which apply at CSTC

#### **2. Your children's health and safety**

2.1 All children (those people under 16) must be accompanied by an adult. An adult member is a member over the age of 18 who has signed up to a membership of at least three full calendar months.

2.2 Children over the age of seven may not enter the changing rooms or other areas reserved for the opposite sex, whether or not they are accompanied by a member.

2.3 Only members over 16 may only use the gym or other fitness facilities.

#### **3. Facilities**

3.1 Our opening times are displayed in the reception area. If we make changes to the opening times, we will display them in CSTC on the 'what's on board'.

3.2 You are entitled to use the facilities available under your relevant category of membership or, if you are a guest, you will be entitled to use those facilities you were told about when you came into CSTC.

3.3 We may, at times, withdraw all or some of its facilities for certain periods of time to carry out cleaning, repairs, alterations, maintenance or security work or for reasons that are beyond our control. We will communicate this in the CSTC reception area.

3.4 Facilities are available on a 'first come, first served' basis and we are not responsible if any piece of equipment, facilities or services are temporarily unavailable when this is due to another member using them or the maximum capacity (for example, the maximum number of people allowed in the pool or in an exercise class at the same time) of equipment, facilities or services has been reached.

#### **4. Member and Block Club and Group Bookings**

4.1 Members can book certain facilities at CSTC in line with the booking rights outlined in a specific membership category. Please ask at reception.

4.2 If you are a member, you may make a booking by phone or in person at CSTC reception as long as you are able to quote your valid membership number and arrange payment for classes, facilities or courses that require payment in advance.

4.3 You may need to pay for your booking at the time you make it. Once you have made a booking and paid for it, you are not entitled to a refund unless the activity does not take place.

4.4 It is your responsibility to pay the coaches for any lessons you have booked.

4.5 We do not pay refunds on block bookings (in other words, when you have paid beforehand for a number of sessions or courses).

4.6 We may, at times, set aside facilities for tournaments, exhibitions or other social activities. We will endeavour to give notice if this affects an ongoing Club/Group booking however this may not always be possible.

4.7 Clubs and formal hiring groups should be affiliated to the respective sports governing bodies and must have public liability insurance in place to cover their activity.

4.8 Safeguarding and Child Protection. If a hiring Club or group includes any children or the Hirer is providing any services to children they must have policies and procedures in place to ensure children's safety. Any Risk Assessments and DBS certificates required by the Hirer must be supplied to the Company upon request.

Hirers must have procedures in place to ensure that they liaise with the Company on any matters relating to Safeguarding and Child Protection that occur during the period of hire where appropriate.

#### **5. Car parking**

5.1 Where car parking is available, you must park your car in the marked areas only and not on any grass area or blocking service roads. We do not guarantee that car parking is always available.

5.2 You park your car on CSTC premises at your own risk. We do not accept liability for any loss or damage to your car unless it is caused by something we have done or failed to do.

## **6. Gym and fitness facilities**

6.1 The following guidelines apply to make sure you use the gym and fitness facilities safely.

6.2 Before you start using the gym or fitness equipment, you must fill in a pre-exercise questionnaire (PEQ) and have a supervised gym induction session with one of our qualified fitness advisors.

6.3 If you have any concerns about your physical condition, you must not do any strenuous physical activities without first getting medical advice.

6.4 We may refuse you access to the gym and fitness facilities if we consider your health to be at risk by using these facilities.

6.5 You must tell the general manager or qualified fitness advisor if there are any circumstances affecting your health that may be made worse through continuing to use the gym or fitness facilities. You should continue to keep this information updated throughout your membership or the period you use the gym or fitness facilities.

6.6 You must not use any piece of gym equipment without being shown how to use it by a qualified fitness advisor.

6.7 We may refuse you entry to an exercise class if you are more than five minutes late for the class.

## **7. Racket-sports facilities**

7.1 To help us keep the racket-sports facilities in good condition, you must wear non-marking shoes (shoes that do not leave a mark on the floor) on the Sports hall floor.

7.2 Use of the indoor tennis centre can only be done with strict adherence to the membership details.

7.3 Any Sport Centre member using the Indoor Tennis Centre without prior arrangement and/or payment will pay the guest rate for court hire for one hour and will be removed from the tennis centre. A repeat of this action will lead to the cancellation of the membership in line with CSTC protocol.

7.4 Any Sports centre member will be able to hire the indoor tennis centre; the court hire will be at the cost outlined for that of a guest/none member.

7.5 Tennis Centre members will be allowed to hire additional facilities in CSTC but will do so at the same rate as a guest/ none member.

## **8. Swimming pool**

8.1 To make sure we provide high health and hygiene standards, you must shower, using the showers provided in the changing areas, before entering the swimming pool.

8.2 You are only allowed to use balls, floats, armbands and other similar items in the areas and at the times that CSTC set aside for this purpose.

8.3 CSTC will only provide buoyancy aids (floats or pull bouys) for your children during swimming lessons.

8.4 You are not allowed to use snorkels, masks, fins or flippers in the swimming-pool areas except during coached sessions.

8.5 You must only wear a swimming costume that is appropriate in public when you use



the swimming pool.

8.6 There may be times when the swimming pool is reserved for adults only, lessons, classes, children's parties or for other use. At these times, your use of the swimming pool may be restricted. When this happens, we will display a notice on our swimming 'what's on board'.

8.7 Guidance issued by the Health and Safety Executive (HSE) recommends that children are supervised by one parent or adult in the pool water at any one time. When CSTC provides supervision by lifeguards, one adult should not supervise more than two children under the age of eight in the swimming pool at any one time. Children who are not supervised may only use the pool during hours when there are lifeguards

8.8 If you have a medical condition or disability which may affect your safety in the swimming pool, you must tell the general manager about this before you use the swimming pool.

8.9 You must, at all times, keep to our swimming pool rules and guidelines displayed at CSTC.

8.10 For more rules and guidelines on using the swimming pool please see notices behind reception.

## **9. Lost property**

9.1 You bring all personal belongings to CSTC at your own risk. We do not accept liability for any loss or damage to these items unless the loss or damage is caused by something we have done or failed to do.

9.2 We recommend that you do not bring valuable items to the CSTC.

9.3 Our Lost Property Policy is available by email request and on our website.