



TERMS & CONDITIONS

Coached Activities

These Terms form part of Your Agreement with us. Your Agreement with us is made when Your Process of application is completed by You and confirmed by us and consists of that form and these Terms. These documents together form a legal Agreement between us, so please make sure You carefully read these Terms and the Process of application. These Terms replace any previous versions and apply at all times and take priority over any spoken communication by us.

1. Definitions

1.1. SCT and its subsidiaries /We/Us/Company: Sheffield City Trust (co. no. 02164600 Charity no. 700520); SIV (co. no. 02226575)

1.2. Consumer/You: people who purchases the Services.

1.3. Activity: any sporting or leisure activity to be undertaken by the Participant in connection with the Booking and the Services.

1.4. Agreement: the agreement between us consisting of the Process of application and the Terms as varied in accordance with section 13.

1.5. Process of application: the sign-up process completed by You.

1.6. Booking: a booking confirmed by us on the Course.

1.7. Course: the instructed course identified in the Process of application.

1.8. Course Fee: the charges you need to pay for the Course in accordance with sections 8 and 9 as detailed in the Process of application.

1.9. Multiple Sessions Booking: a Booking in relation to which the Services are to be provided at more than one session.

1.10. Services: the activities or facilities we are providing to You, which are described in the application.

1.11. Session: a coached lesson or activity session

1.12. Participant: the person undertaking the Activity, being either you or another person on whose behalf You make the Booking.

1.13. Leisure Facility: the venue managed by the Company as identified in the Process of application.

1.14. Manager: the manager of the Leisure Facility.

1.15. Premises: the Leisure Facility including its grounds, car parks and access roads.

1.16. Terms: the terms and conditions.

1.17. References to "You and "Your": You and/or Your children, where applicable.

2. Acceptance of your Booking

2.1. The decision to accept Your application shall be at our sole discretion and a Booking shall not be made until Your Process of application has been completed.

2.2. We have the right to refuse any application. We reserve the right to verify, or require proof of all information given in the Process of application. Any fraudulent or wrongful information given in order to obtain a Booking could result in the cancellation of Your Booking.

2.3. Subject to the Booking being confirmed and subject to You paying the Course Fee, You have the right to undertake the Course at the time or all the times set out in the Process of application.

2.4. Except as expressly set out in these Terms, we will not refund the Course Fee if You choose not to undertake the Activity or attend any Session.

3. Cooling Off Period

3.1. You have the right to cancel your Booking within 14 days of joining without incurring a penalty and we will refund any unattended Course Fees paid.

3.2. You can cancel at any time during the 14-day period by contacting us through any of our points of contact listed in clause 9.

3.3. Where there are owed fees from previous Bookings and/or memberships; You agree by completing the Process of Application to pay these fees immediately.

4. The Services

4.1. Subject to the remainder of these Terms, we will provide the Services at the Sessions set out in the Process of application.

4.2. We will use our reasonable efforts to ensure that each Sessions starts on time, but times shall be estimates only and shall not be of the essence for the provision of the Services.

4.3. You will provide all information and cooperation in relation to the Services that we require from time to time.

4.4. If there is any problem with the Services, You should let us know as soon as possible and give us a reasonable opportunity to correct any problems within a reasonable time.

5. Physical Health of Participant

5.1. It is Your responsibility to make sure that the Participant is capable of taking part in the Activity.

5.2. You should consult Your doctor before You begin the Activity if You are not sure whether or not it is suitable. If You have any concerns about You or Your children's physical condition, You must get medical advice before attending and undertaking Activity.

5.3. It is Your responsibility to keep any instructor for Your Activity up to date with anything that may affect You or Your children's participation in the Activity by advising our Reception or Membership teams in advance of attendance.

5.4. We may refuse Your access to the Leisure Facility or prevent You or Your child/children from taking part in the Activity if we consider the Activity could put You or their health at risk.

6. Membership Cards/Bands and Your Property

6.1. On joining the Scheme, you may be issued with a membership card or band. The membership card/band remains the property of the Company.

6.2. This card is personal to you. You must not allow anyone else to use your card to gain access to any Venue. Any fraudulent use of your membership card will result in cancellation of your Booking with no refund being made by us

6.3. The membership card must be presented on each visit to a Venue in order to gain access to the facilities.

6.4. There will be an administrative charge for the replacement of lost or stolen cards. Replacement cards can be purchased from the Venues.

6.5. Membership cards remain the property of SCT and its subsidiaries at all times.

6.6. For security reasons, members and guests are advised to store their personal belongings and valuables in the lockers where provided. We can remove the contents of any locker which is left overnight. You can claim the contents from the Front of House of the Venue for up to eight weeks after removal. After this time We will not be responsible for any contents We remove from the locker.

7. Limitation of Liability

7.1. Subject to Clause 7.2, if either of us fails to comply with these Conditions, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these Conditions at the time we entered into this contract with one another.

7.2. We shall not be liable to compensate you for any loss or damage where our failure to carry out our obligations is attributable to:

7.2.1. your own fault;

7.2.2. a third party unconnected with our provision of services under this agreement; or

7.2.3. events neither we nor our suppliers could have foreseen or prevented even if we had taken all reasonable care.

7.3. We only supply Services under these Conditions for domestic and private use. You agree not to use the Schemes for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of

business, business interruption, or loss of business opportunity.

7.4. We, our agents and employees, will not be liable for any loss or damage to property or personal belongings that are brought into any of the Venues save to the extent that such loss or damage is directly caused by our negligence, or that of our agents, servants or employees.

7.5. This clause does not exclude or limit in any way our liability for:

7.5.1. death or personal injury caused by our negligence; or

7.5.2. fraud or fraudulent misrepresentation; or

7.5.3. any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

7.5.4. losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability.

8. Fees

8.1 You acknowledge that by submitting Your Application, You are obliged to pay Fees if Your Application is accepted by us.

8.2 The Fees are payable in the amounts and at the times set out in the Process of application.



8.3 You may pay the Fees applicable to Multiple Session Bookings either by;

8.3.1 Direct Debit

8.3.1.1 If we permit, and You choose, to pay by direct debit: Fees will be payable by monthly payments on the date notified to You during the Booking process (the "Monthly Payment Date"). You must ensure that You provide us with all information required by us in order to set up direct debit payments (the "payment information") and that the payment information is accurate.

8.3.1.2 You must pay the Monthly Payments whether or not You choose to attend the Sessions and we may increase the Fees and the amount of the Monthly Payments by giving You no less than 30 days notice.

8.3.1.3 If we do not receive a Monthly Payment when it is due we will notify You and until the outstanding Monthly Payments have been paid, You will not be entitled to attend any Sessions; and we may cancel the Booking unless, within 7 days of our request; and where payments has failed due to errors in the Payment information, You provide the correct Payment information.

8.3.1.4 Direct debit pricing for all Courses are based on 48 weeks of activity per year, including rearranged 'catch-up' sessions where required. Failure to deliver this Service will result in substitute services being provided.

8.3.2 In full in advance when You submit Your application; or, if permitted by us.

8.3.2.1 Advance payments can be made by debit card or credit card. We accept all major credit and debit cards apart from American Express.

9. If Your Monthly Payments Fail

9.1. If You have not paid Your monthly direct debit for one of the following reasons: the direct debit details You gave us were wrong; there are not enough funds in Your bank account; You have cancelled Your direct debit without giving us the notice we need as set out in section 10, You will owe us the outstanding monthly fee.

9.2. Whilst You continue to owe us a monthly fee, You will not be allowed to take part in a Session or enter the Leisure Facility.

9.3. A late payment fee may be charged.

9.4. If the direct debit details You gave us were incorrect or You have cancelled Your direct debit without giving us notice we need as set out in section 10 we will ask You to make the payment and for You to give us Your correct details.

9.5. If there are not enough funds in Your account we may try again to withdraw the fee by direct debit, but if we still cannot collect payment by direct debit we will ask You to make the payment. If in any of these circumstances we cannot collect payment we may cancel Your Booking with immediate effect.

10. Termination

10.1. You may cancel a Booking at any time by contacting us on 0330 333 0555 or in writing and giving no less than 15 days' notice before the next payment is due.

10.2. If we break these Terms in any material way and do not correct the situation within 10 days of You asking us to do so; if we go into liquidation or administration or a receiver is appointed over our assets; in accordance with 11.2 if we are affected by an Event outside our control, in which case we will refund to You part of the fees applicable to any Services that will not be provided to You.

10.3. Cancellation by direct debit payers. If You give written notice to cancel a Booking and You are paying a direct debit then; if we receive Your written notice at least 15 days before the next payment date, the Booking will be cancelled immediately before the next payment date so You will not have to make any further payments; if we receive Your written notice fewer than 15 days before the next payment date, the Booking will be cancelled immediately before the following payment date and it is Your responsibility to cancel the direct debit instruction with the bank.

10.4. No refunds will be provided for Upfront / Block Bookings where You leave midway through the agreed term.

10.5. Should a medical condition/injury mean that the Booking cannot be attended for an extended period of time You should contact Us.

10.6. We reserve the right to cancel the Booking or Course by giving You written notice, however where possible our best interest will be to resolve and fix any issues with immediate effect.

10.7. Should any of the following occur we reserve the right to cancel the Booking or Course:

10.7.1 You break these Terms in a material way and You do not correct the situation within 7 days of us asking to do so.

10.7.2 You do not comply with the rules and regulations of the Leisure Facility which are available at the Leisure Facility and which may be changed from time to time.

10.7.3 You allow another person to use Your access card to get into any of our Leisure Facilities (this section will not apply if You

have told us that Your card has been lost or stolen); or acting reasonably, we consider that Your conduct is likely to damage the reputation or interests of us or the Leisure Facility or is likely to be a nuisance to other users of the Leisure Facility, whether or not such a conduct is the subject of a complaint by another person.

10.7.4 You breach the Coached Activity Etiquette rules

10.8. We may also cancel the Booking or Course in accordance with clause 11.2. if we are affected by an Event outside our control.

11. Notices

11.1. Any queries on membership should be addressed to the Memberships Department, Sheffield City Trust, 23 Carbrook Hall Road, Sheffield, S9 2EH or telephone 0330 333 0555 directly.

11.2. If we need to contact you, we may do so by phone, SMS, email or post using the details that you provided when you joined. If your contact details change, please notify us as soon as possible.

12. Previous Memberships

12.1. You hereby agree that prior to joining this Scheme you have provided details of any previous scheme of which you were a member provided by SCT and its subsidiaries. Failure to disclose these details at the time of joining this scheme will allow SCT and its subsidiaries to terminate this agreement for breach of contract.

12.2. You hereby agree that at the time of joining the Scheme if you owe an outstanding amount to SCT and its subsidiaries under a previous scheme you hereby agree to unconditionally authorise SCT and its subsidiaries to claim this amount.

13. Event Beyond our Reasonable Control

13.1 We will not be responsible for any loss You suffer if we are unable to provide the Services due to Events outside our control.

13.2 An Event outside our control is any event beyond reasonable control and includes:

13.2.1 Natural disasters, a governments actions, war or natural emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic, lock-outs, strikes or other labour disputed (whether or not they relate to our workforce), restraints or delays affecting carriers or not being able to get supplies of suitable materials on time or at all;

13.2.2 Any personnel who deliver the Services being or becoming unavailable for any reason; or

13.2.3 Any facilities, equipment or materials necessary to the Services being or coming unavailable for any reason.

13.3 If an Event outside our control prevents us from providing all or any part of the Services then; we will notify You as soon as reasonably possible and, subject to availability, offer to provide You with substitute Services.

14 Leisure Facility

14.1 We reserve the right to withdraw or make changes to the Leisure Facility and equipment and facilities available at the Leisure Facility, in each case without giving You notice and without liability to You, as long as any changes do not adversely affect the Services.

14.2 Parking will be provided where possible but is not guaranteed at the Leisure Facility. Any missed Booking/session due to problems with parking/travel will not be refunded.

15. General

15.1. These Terms and Conditions do not affect your statutory rights.

15.2. We may change these Terms at any time.

15.3. When changes to these Terms affect a Booking You have made, 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 Booking and receive a refund of any unused fees.

15.4. We may transfer the benefit of our rights in connection with the Booking and may subcontract our obligations in connection with the Booking.

15.5. You cannot transfer Your rights of obligations in relation to the Booking to any other person.

15.6. If any of these terms are found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable, they shall be deemed severable and shall not affect the validity or enforceability of the other terms and conditions.

15.7. These Terms and Conditions are governed by and construed in accordance with English Law and the parties hereby agree to submit any disputes to the exclusive jurisdiction of the English Courts.

15.8. The parties do not intend that any of these Terms will be enforceable by virtue of the Contracts (rights of Third Parties) Act 1999 by any person that is not a party to it.

15.9. Each paragraph of these Terms operates separately and if a court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.



15.10. If we fail to insist that You comply with Your obligations under these Terms or we don't enforce our rights or we delay in doing so, that does not mean that we have waived those rights or that You do not have to comply with those obligations. If we do waive default by You, we will only do so in writing and that will not mean that we automatically waive any other or later default by You.

16. Privacy and Data Protection Policy

Sheffield City Trust & its subsidiary and associated companies treat the protection of personal data carefully. We will use your personal data for the purposes of administering the Membership (including collecting fees and other sums due to us), vetting people for participation in the Membership, access control, providing you with services such as maintaining attendance records, providing you with marketing information and internal administration such as training, detection and prevention of crime (for which we do have CCTV monitoring in certain places). We store your personal data in a secure manner within the UK. Where the information is sensitive (for example, health and medical details) we take extra care of this information and will not pass it to any other parties expect to businesses within the Company. Other information, we may pass to contracting parties of ours, other relevant business and successor businesses. We will keep your personal data for 6 years from expiry of your membership. You have the right to access the information we hold about you. To do this you must contact the Data Protection Officer. Further details can be found in our Privacy Policy which is published on our website www.sheffieldcitytrust.org/privacy-policy. If you have any questions about your personal data held by us, or you wish us to cease processing your personal data for direct marketing purposes please contact the Data Protection Officer.