

# Terms & Conditions – BeActive



These Terms and Conditions form the basis upon which King's Sport & Wellness provides BeActive membership to you. By applying for a BeActive membership you are agreeing to be bound by these Terms and Conditions.

## Cancellation Rights

- If you are unhappy with the service offered by King's Sport & Wellness for any reason within the first 14 days of becoming a member, you are entitled to a refund of any membership fees, processed upon producing written evidence to King's Sport & Wellness of your membership, date of joining and payment (receipt). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

## Your termination rights

### • Direct Debit/Monthly Membership

- No fixed contract length, membership automatically renews each month until cancelled. Cancellations must be completed by the member with 10 full days notice before the following payment date. Failure to do so will result in payment fees being taken with no refund due. Full details can be found on [our website](#).

### • Fixed Term Memberships

- Requests to terminate your membership during its active period may be made if any of the following conditions are true, on the provision of valid documentary evidence:
  - King's Sport & Wellness is in material breach of these Terms and Conditions
  - Genuine and relevant medical reasons which are preventative in your ability to utilise your BeActive membership.
  - Valid and unexpected change in study or work circumstances, such as interruption of study, resulting in a move out of London.
- Refunds are reviewed and issued on a case by case basis. Any refunds issues will be for the total cost of the membership minus the included £10 joining fee and any months elapsed at the current direct debit rate.
- Documentation authenticating reasons for termination must be of an appropriate quality (GP Letter, Headed Letter, Professional Email Communication, etc.) consisting of a signature of the validating professional or professional body, and a validation date. Documentation must be provided prior to being considered for a refund.

## • **Termination by King's Sport & Wellness**

- King's Sport & Wellness may terminate your membership immediately and at any time without further liability to you:
  - If in King's Sport & Wellness reasonable opinion your continued membership is, or is likely to be, injurious to the character and interests of King's Sport & Wellness or any other member, for example but not limited to, where your behaviour is abusive, violent, disruptive or threatening.
  - If you breach any of these Terms and Conditions.
- KCL Residences exclusive BeActive memberships are valid for the current academic year only. This includes any purchasable upgrades or additions. King's Sport & Wellness reserve the right to cancel any KCL Residences exclusive memberships without warning at the start of the new academic year, or the end of your tenancy, with no refund due.

## **Membership Subscription, Membership Card and Charges**

- Any new Pay Monthly membership will be subject to a £2 administrative Joining Fee. If a membership is cancelled and a new membership is purchased on the same account, this fee will still be applicable.
- KCL students are entitled to the Student Beactive membership.
- KCL staff are entitled to the Staff BeActive membership.
- Your membership is personal to you and cannot be transferred. Permission of its use by anyone else will result in your membership may be terminated.
- All Pay Monthly memberships must be setup using a UK bank account with a physical UK address. Any members attempting to subscribe for the Direct Debit membership using an international account or online bank account (such as Monzo or Revolut) will have the membership terminated with immediate affect with no refund due.
- New Pay Monthly memberships will have the option to choose their recurring monthly payment date. Any notice periods, such as for cancellations or freezes, will be from this payment date. This charge may take a few days to show in your bank, or to show as confirmed on our payment systems.
- Direct Debits can be identified as King's Sport H&F on members Bank Accounts.

## **Your Belongings and Lockers**

- King's Sport & Wellness Venues (Strand, Waterloo, and London Bridge Gyms)
- Bags and personal belongings are not permitted in fitness areas (unless \designated) and should be stored in the lockers provided.
- Lockers are provided in the changing rooms and/or communal areas, for the duration of your session only.
- The lockers require a padlock which can be purchased or redeemed with King's Move points from King's Sport & Wellness gym receptions.
- Any items left in lockers overnight will be removed and held in lost property for 48 hours, if not collected within this timeframe the contents will be disposed of.
- Members are solely responsible for their own belongings whilst visiting King's Sport & Wellness. King's Sport & Wellness accepts no responsibility for any loss or damage to personal property.
- Although we will always endeavour to return articles of lost property to their owner, we do not take responsibility for any items held in lost property. Such items will be kept until claimed, but for no longer than 48 hours.
- External Venues (Including KCL venues not owned by King's Sport & Wellness)
- Bags and belongings stored in lockers at external venues are subject to the venue's terms and conditions of use. King's Sport & Wellness is not liable for any loss or damage of belongings stored in lockers at external venues.

## **BeActive Sessions Etiquette and Rules**

- Appropriate clothing must be worn at all times.
  - Those not wearing appropriate clothing will be denied entry to BeActive sessions with no refund due.
- Do not enter attend any BeActive session or King's Sport & Wellness venue whilst intoxicated.
- Do not engage in any type of criminal behaviour whilst on our premises.
- No food is to be consumed in King's Sport & Wellness gym facilities and only secure bottled drinks are permitted.
- Students and staff are prohibited from allowing guests into BeActive sessions or King's Sport & Wellness venues. If this is found to be the case, the individual may have their membership terminated with no refund due.
- Any breach of these rules may result in your membership being terminated with no refund due.

## **Limitation of Liability (YOU MUST READ THIS CAREFULLY AND UNDERSTAND THIS)**

- You acknowledge that there is an inherent risk of injury (including permanent injury and even death) when undertaking exercise and you understand the dangers and risk in undertaking physical exercise. This is including, but not limited to, serious neck and spinal injuries, injury to bones, joints, ligaments, muscles, and tendons. By submitting your membership, you voluntarily assume such risk.
- You understand and accept that King's Sport & Wellness shall only be liable for personal injury or death where this arises from King's Sport & Wellness, its employees', or its subcontractors' negligence.
- King's Sport & Wellness shall not be liable, whether in tort, contract, law or otherwise, for any losses including loss of income or revenue, loss of profit, loss of business, loss of anticipated savings, or loss of data.
- It is the members responsibility to assess their own ability, and inform Activators and session instructors, where appropriate, of any concerns related to your ability to exercise. This is including but not limited to: your level of experience, any medical conditions or disabilities, pregnancy, or advice from medical professionals. For further information please reference our Health Commitment Statement.

## **Data Protection**

- You consent to King's Sport & Wellness, whether directly or through an intermediary, processing your personal information for the purposes of membership.
- You are responsible for notifying King's Sport & Wellness of any changes to your personal information.
- You are required to provide your full name, address, mobile phone number, email address, date of birth and may be required to have your photograph taken.
- All King's College London staff and students must provide us with their individual @kcl.ac.uk email address and K Number/Student ID, failure to provide this may result in termination of your membership with no refund due.
- You can sign up to receive marketing emails, and can change your preferences at any time by emailing beactive@kcl.ac.uk.
- King's Sport & Wellness may use your K Number to identify opportunities in improving the services and facilities that it offers the King's Community. Information will be aggregated and no identifiable information will be used.

## General

- King's Sport & Wellness reserves the right to make changes to programmes and prices without prior notice.
- The Beactive timetable may pause during term breaks as outlined by University closure dates, and any additional university closure and bank holiday dates. No refund is due.
- BeActive sessions may pause due to unexpected timetabling issues with external venues. Members will be made aware as appropriate.
- These Terms and Conditions shall constitute the entire agreement between you and King's Sport & Wellness. Each party agrees that it shall have no remedy in respect of any representation or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in these Terms and Conditions.
- These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law. The courts of England shall have non-exclusive jurisdiction.
- In agreeing to these terms and conditions, you are aware of the Health Commitment Statement and agree that the commitments set out are reasonable of what we expect of you and what you can expect of us.
- King's Sport & Wellness expects users to make decisions about what exercise they are able to carry out, but if we observe excessive exercise that we believe poses a risk to the safety and health of a user, then it is necessary to address this as part of KCL's duty of care to users.