

Terms & Conditions

These Terms and Conditions form the basis upon which King's Sport 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 for any reason within the first 7 days of becoming a member, you are entitled to a refund of any membership fees, processed upon producing written evidence to King's Sport 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.

Termination by King's Sport

King's Sport may terminate your membership immediately and at any time without further liability to you if either of the following apply:

If in King's Sport reasonable opinion your continued membership is, or is likely to be, injurious to the character and interests of King's Sport or any other member, for example but not limited to, where your behaviour is abusive, violent, disruptive or threatening; or

You breach any of these Terms and Conditions; or you let other people use your membership card to access the King's Sport facilities.

Facilities and Services

King's Sport reserves the right to make changes to programmes and prices without prior notice.

Limitation of Liability

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 shall only be liable for personal injury or death where this arises from King's Sport, its employees', or its subcontractors' negligence.

King's Sport 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.

Data Protection

You are responsible for notifying King's Sport of any changes to your personal information.

You agree to be contacted when it relates to service delivery (for example if a class you've signed up to is cancelled).

You can sign up to receive marketing emails, and can change your preferences at any time by emailing beactive@kcl.ac.uk.

General

These Terms and Conditions shall constitute the entire agreement between you and King's Sport. 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 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.