

Terms & Conditions

King's Sport & Wellness Gyms

These Terms and Conditions form the basis upon which King's Sport & Wellness provides the gym membership to you. By applying for a gym 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, excluding joining fees and any dates used charged at day rate, 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 working days' notice before the following payment date. Failure to do so will result in payment fees being taken with no refund due.

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 (for example, illness or injury).
 - Valid and unexpected change in study or work circumstances, such as interruption of study, or relocation 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 used 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 gym 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 £10 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 discounted Student membership and may be required to upload a photo of their student card during setup of the membership.
- KCL staff members are entitled to the 'staff' membership while alumni, and students from other colleges and universities are entitled to the 'King's Concessionary' membership and both may be required to upload a photo of appropriate ID during setup of the membership.
- Memberships with eligibility criteria will require approval before access is activated. This can be done at the Gym Welcome Desk on your first visit.
- Your membership card must be used to gain access through the turnstile at reception. King's Sport & Wellness may ask you to produce your membership card at any time whilst you are in the gym.
- Your membership is personal to you and cannot be transferred. You must not loan or lend your membership card or permit its use by anyone else. If you do, 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 Pay Monthly membership using an international account or online bank account (such as Monzo or Revolut) will have the membership terminated with immediate effect 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.
- The membership card is and remains the property of King's Sport & Wellness and must be returned if you wish to cancel your membership. KCL student and staff will be able to use their University ID card to access facilities.
- A replacement fee of £5 will be due for any lost or stolen membership cards. You may be refused entry until this fee is paid. If a valid crime number is provided, the fee will not apply.
- Direct Debits can be identified as King's Sport H&F on members Bank Accounts.

Membership Freezes

- Membership freezes can be processed for full month periods for up to 3 consecutive months. Requests for a membership freeze must be made with at least 10 full working days' notice before the start date of the freeze. Freeze requests must be completed by the member through their account.
- Pay Monthly memberships are entitled to a single freeze once per 12-month period.
- Paid in Full 12-month memberships are entitled to a single freeze during their duration.
- Membership freezes are not available for Paid in Full memberships under 12 months.

Facilities and Services

- King's Sport & Wellness reserves the right to make changes to programmes and prices without prior notice.
- King's Sport & Wellness Gyms may close over the Christmas & Easter period as outlined by university closure dates, and any additional university closure and bank holiday dates. No refund is due.
- King's Sport & Wellness Gyms may also close due to planned and reactive facility works to which the members will be made aware as appropriate. Any facility closures over a week may be entitled to a pro rata refund.
- Current King's Sport & Wellness Gym opening and closing times can be found on their individual webpages on the King's Sport & Wellness website: <https://www.kcl.ac.uk/sport>
- Off peak members will be able to access the King's Sport & Wellness Health and Fitness Gyms between 07.00-12:00 and 14.00-16.00 Monday-Friday, Weekends and Bank Holidays.
- Last entry to King's Sport & Wellness Gyms will be 30min before the designated closing time.
- Refusing to respect the integrity of the facility's opening times may result in a suspension of membership.

- All members will be given the option to identify a 'Home Site' when purchasing their membership. Members can use their homesite an unlimited number of times (that is seen as reasonable and safe to the health of the member) however King's Sport & Wellness reserve the right to restrict the use of other sites if it is deemed a requirement to support the customer experience.
- Strand Studios are available for hire to students, staff, and external parties. Bookings and payments must be made at least 2 working days in advance.

Your Belongings and Lockers

- 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 the gym reception.
- Any items left in the lockers overnight will be removed and held in lost property for 48 hours, if not collected within this time limit 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.

Gyms and Halls Gyms Etiquette and Rules

- Appropriate sportswear must be worn at all times, as stated in our gym etiquette. Sports trainers must be worn; jeans, flip flops, opened toed sandals, high heels, boots, and training with either just socks or bare feet is not acceptable. Please refer to the gym etiquette for more detail on appropriate clothing.
 - Those not wearing appropriate clothing will be denied entry to the gym floor and any group exercise classes, with no refund due.
- Do not enter our premises whilst intoxicated.
- Studios at the Strand, Bush House gym have a limit of six (6) people per party outside of classes and studio hire. A maximum of two (2) parties can use the studio concurrently. Members must sign in at reception in order to be granted access to a studio.
- Failure to respect the designated studio rules will result in a suspension of membership or permission to use the facilities.
- Do not engage in any type of criminal behaviour whilst on our premises.

- No food is to be consumed in the gym facilities and only secure bottled drinks are permitted. When exercising at Halls of Residences Gyms, it is imperative that a bottle of water is brought into the site as water machines are currently not provided.
- Students and staff are prohibited from allowing guests into the gyms. If this is found to be the case, the individual may have their membership terminated with no refund due.
- Replace weights and equipment after use, this is monitored via CCTV and repeat offenders will have their membership terminated with no refund due.
- Do not drop or throw weights down on the floor (including in the free weights area), this is monitored via CCTV and repeat offenders will have their membership terminated with no refund due.
- Any breach of these rules may result in your membership being terminated with no refund due.

Inductions & Programmes

- All members are advised to attend an induction with a King's Sport & Wellness Gym Coach. Please book an induction if you are unfamiliar with the gym equipment. There is no limit to the number of inductions you can attend.
- It is the responsibility of the member to book an induction at the time of purchase. Inductions are bookable in person at our gym welcome desks, over the phone, or via email to kingssport@kcl.ac.uk.
- If you believe you are a proficient gym user, you may choose to not attend an induction. It is understood that you do so under the agreement that you have read, understood, and agree to both the Terms and Conditions of membership, and the Health Commitment Statement.
- King's Sport & Wellness will not accept any liability for any claim for negligence if an induction has not been carried out by a qualified King's Sport & Wellness Gym Coach.
- Personal Programmes and Inductions can only be booked in single sessions if you require more detailed assistance, or 1-2-1 support Personal Trainers are available for this service.

Personal Training

- Only King's Sport & Wellness Personal Trainers may use the gym for Personal Training or Personal Training services.
- Members shall not be permitted to give personal instruction for financial gain or otherwise.
- Failure to abide by these rules will result in termination of your membership with no refund due.
- The Group Exercise Programme
- Due to limited places, booking is required for all group exercise classes through our online booking system prior to the start of the class.
- Classes can be booked up to 3 days in advance.

- Please arrive on time for your class. Once the door is closed and the music has started, there is a no entry policy for health and safety reasons to avoid injury, and to avoid disruption of the class.
- King's Sport & Wellness review and make changes to the group exercise timetable monthly based on attendance, peak usage, and member feedback. King's Sport & Wellness reserves the right to make changes to programmes without prior notice, any changes are visible through the online booking widget 7 days in advance as standard.
- For pay-as-you-go customers who notify their intention to cancel a class with a minimum of 24 hours' notice prior to the class starting will have that session accredited to their membership account. No refund is due if the class booking is cancelled after the 24-hour notice period.
- Payment for Class Passes is made at checkout. Any member on a class waiting list will not be charged until checkout if a space becomes available.
- Members are required to inform King's Sport & Wellness a minimum of 3 hours prior to a class if you are unable to attend that class. Customers that fail to cancel will have this noted on their memberships. Two no-show marks (booked but not attended classes) will result in your online booking rights revoked for 1 month.

Any class booking requests during this period must be made at the gym welcome desk. Members are still able to attend classes without a reserved spot if the class is not full but must ensure this is communicated to the team prior to attending.

- Members must tap into classes either at the gym reception or at the class studio door to demonstrate their attendance. Failure to do so will result in a no-show mark on your account.
- All enquiries to challenge a no-show mark should be sent via email to kingssport@kcl.ac.uk for review.
- Those booked onto waiting lists will be notified by King's Sport & Wellness if a space becomes available. Spaces will be given on a first come, first served basis. If a space is accepted and not attended, the above rules will apply.
- GDSA Members with Off-Peak memberships will have access to group exercise classes during Off-Peak times only. You may attend Peak time classes; however, you would be required to pay the regular pay-as-you-go fee of £6 per class.
- Members with Peak memberships will have access to all group exercise classes.

Unstaffed Women's Community Studio

- This studio functions as a Women's Only Training facility within the King's Sport & Wellness Bush House gym.
- General everyday use of the space is ONLY accessible to gym users who identify as women.
- Opening & Closing Staff Operational checks, Private studio hire, Gym Classes, Maintenance Procedures, Fire Alarm Evacuation and Emergency Health & Safety incidents are the only instances in which people who do not identify as women may use and enter the space.

- Updates regarding studio classes and private hire are visible on the front door of the studio at least 7 days in advance.
- Private Studio Hire: these sessions must be booked and paid for in advance using the studio request form available on the King's Sport & Wellness website: : <https://www.kcl.ac.uk/sport>
- Events & Workshops: users must have signed up for and been part of the booking process to USE THE SPACE for these events.
- Please be aware that the Women's Community Studio is monitored by CCTV for safety and security purposes. In the event of an accident or incident, security administration may review the footage. This could include a male member of staff.
- The Women's Community Studio is a strictly **NO PHOTOGRAPHY & NO VIDEOGRAPHY** space.

Members must:

- Adhere to all the existing gym rules.
- Be in good health: It is important that you are in good health and have no underlying conditions that might require assistance or treatment. We recommend you get advice from a medical professional to ensure you are fit to train before working out in the unstaffed studio.
- If you choose to workout in this space, you should not use any item of gym equipment unless you are sure that you know how to use it safely. If you are not sure, ask for advice from a Health and Fitness coach or book in for an Induction or programme.
- If you choose to workout in this space, you are accepting responsibility for any injury you may suffer from using the fitness facilities incorrectly.
- Seek Help: If you feel unwell, injure yourself or are concerned for your wellbeing then it is important that you seek help. We advise bringing your mobile phone into the room with you or working out with a friend. Additionally, there is a phone that can ring through to the main reception in the event of an emergency.

Halls Gyms

- Prior to exercising in the hall's gym spaces, it is compulsory that students complete the online form supplied by their Hall Reception team, stating that they are happy to exercise and to abide by the Health Commitment Statement. Inductions will be offered on specified days and times, should you wish to have an induction please contact one of the campus gyms.
- Once the online form is complete, the reception team at the residence will activate your student card to access the gyms within the opening times specified.
- Current King's Sport & Wellness Halls Gym opening and closing times can be found on their individual webpages on the King's Sport & Wellness website: <https://www.kcl.ac.uk/sport>

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 gym staff and class 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 will be required to have your photograph taken.
- Any member on a student membership must provide their individual K-number during signup. Failure to do so may result in termination of your membership with no refund due.
- Any member on a community membership must provide their individual K-number (KCL staff), or organisation name (external students or members of partner organisations). Failure to do so may result in termination of your membership with no refund due.

General

- 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

