

## BOOKING TERMS & CONDITIONS

### TERMS & CONDITIONS FOR ONLINE BOOKINGS

These Terms set out the basis on which we will accept online bookings for classes or other activities at our leisure facilities. If you do not agree with these Terms, then you should not submit proceed with your application to make a booking. You should print and save a copy of these Terms for future reference. We amend these Terms from time to time and every time you make a Booking you should check these Terms to ensure you understand the terms that apply at that time.

#### 1. INTERPRETATION

- 1.1 "Activity" means any sporting or leisure activity to be undertaken by the Participant in connection with the Booking and the Services;
- 1.2 "Application" means your request for us to provide the Services, submitted via the Website.
- 1.3 "Booking" means a booking in relation to the Services which is confirmed by us in accordance with clause 5 and "Book" and "Booked" will be interpreted accordingly;
- 1.4 "Company" means The Gillingham Community & Leisure Trust Limited (address and details below) and its subsidiary and associated Companies and is referred to as "we", "us" or "our" throughout these Terms.
- 1.5 "Event Outside Our Control" has the meaning set out in clause 12.
- 1.6 "Fees" means the fees payable by you in relation to the Booking, as set out on the Website.
- 1.7 "Leisure Facility" is the leisure facility managed by the Company and identified in the Application as being the place where we will provide the Services.
- 1.8 "Member" means a person who has a valid membership record at the Leisure Facility.
- 1.9 "Multiple Session Booking" means a Booking in relation to which the Services are to be provided at more than one Session.
- 1.10 "Participant" means the person undertaking the Activity, being either you or another person on whose behalf you make the Booking;
- 1.11 "Premises" means the Leisure Facility, including its grounds, car parks and access roads.
- 1.12 "Services" means the services or facilities we are providing to you, which are described in the Application.
- 1.13 "Sessions" means, in relation to a Booking, the sessions during which the Services are to be provided which are set out in the Application.
- 1.14 "Single Session Booking" means a Booking in relation to which the Services are to be provided at a single Session;
- 1.15 "Terms" means these terms and conditions.
- 1.16 "Website" means our website at <http://www.riversmeetgillingham.org/>.
- 1.17 References to "you" and "your" mean you and your associated members, where applicable.
- 1.18 References to the singular include the plural and vice versa.

#### 2. ABOUT US

- 2.1 We are The Gillingham Community and Leisure Trust Ltd (registered company number 06868510 and Charity number 1138571).
- 2.2 We operate the Website.
- 2.3 Our registered office is at RiversMeet, Hardings Lane, Gillingham, Dorset SP8 4TJ.
- 2.4 Our VAT Registration No. 945 7216 06.
- 2.5 If you need to contact us for any reason at all in relation to the Booking or your participation in the Activity, you can contact our staff at the Leisure Facility using the contact details on the Website.

#### 3. USE MADE OF YOUR PERSONAL INFORMATION

- 3.1 We will use your personal information in accordance with our privacy policy which can be viewed at <http://www.riversmeetgillingham.org/>. Please take time to read this as it contains important terms which apply to you.

#### 4. USE OF THE WEBSITE

- 4.1 Your use of the Website is governed by our terms of website use which can be viewed at <http://www.riversmeetgillingham.org/>. Please take the time to read these, as they include important terms which apply to you.

#### 5. ACCEPTANCE OF YOUR BOOKING

- 5.1 The decision to accept your Application shall be at our sole discretion and a Booking shall not be made until you have received an email from us confirming the Booking.
- 5.2 We have the right to refuse any Application. We reserve the right to verify, or require proof of all information given in the Application. Any fraudulent or wrongful information given in order to obtain a Booking could result in the cancellation of your Booking.
- 5.3 We only accept Bookings by people over the age of 18. Bookings for Activities to be undertaken by children can only be made by the parent or legal guardian of those children. By submitting the Application you warrant that you are aged 18 or over and that if you are Booking an Activity for a child, you are the parent or legal guardian of that child.
- 5.4 Subject to the Booking being confirmed and subject to you paying the Fee, you have the right to undertake the Activity at the time or at the times set out in the Application.
- 5.5 Except as expressly set out in these Terms, we will not refund the Fee if you choose not to undertake the Activity or attend any Session.

#### 6. ACCESS CARD

- 6.1 When you make a Booking, we may give you an access card.
- 6.2 If you are given an access card then:
  - 6.2.1 your access card may only be used by you and any fraudulent use of the access card will result in cancellation of your Booking with no refund being made by us. You must bring your access card with you each time you visit the Leisure Facility;

- 6.2.2 We may delay your access to the Leisure Facility to give us enough time to record your visit;
- 6.2.3 Lost access cards will be subject to a replacement charge. Details of this charge are available from the Leisure Facility;
- 6.2.4 The access card remains the property of the Company.

## 7. THE SERVICES

- 7.1 Subject to the remainder of these Terms, we will provide the Services at the Sessions set out in the Application.
- 7.2 We will use our reasonable efforts to ensure that each Session starts on time, but times shall be estimates only and shall not be of the essence for the provision of the Services.
- 7.3 You will provide all information and cooperation in relation to the Services that we reasonably require from time to time.
- 7.4 If there is any problem with the Services you should let us know as soon as reasonably possible and give us a reasonable opportunity to correct any problem within a reasonable time.

## 8. LIMITATION OF LIABILITY

- 8.1 We are responsible to you for any loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence but we are not responsible for loss or damage caused by other factors including loss or damage caused by you or a third party not involved on our behalf with the Services.
- 8.2 You bring all personal belongings to the Leisure Facility at your own risk. We accept no liability for loss or damage to property of members/customers which is not caused by the negligence of us or our employees.
- 8.3 You park your car on the Premises at your own risk. We accept no liability for loss or damage to your car and its contents which is not caused by the negligence of us or our employees.
- 8.4 Nothing in these Terms will exclude or limit our liability for fraud or death or personal injury caused by our negligence.

## 9. PHYSICAL HEALTH OF PARTICIPANT

- 9.1 It is your responsibility to make sure that the Participant of taking part in the Activity.
- 9.2 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 your or your children's physical condition, you must get medical advice before attending undertaking Activity. It is your responsibility to make any instructor for your Activity aware of anything that may affect your or your child's/children's participation in the Activity.
- 9.3 We may refuse you 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 your or their health at risk.

## 10. FEES

- 10.1 You acknowledge that by submitting your Application, you are obliged to pay Fees if your Application is accepted by us.
- 10.2 The Fees are payable in the amounts and at the times set out on the Website.
- 10.3 You must pay the Fees applicable to Single Session Booking in full in advance when you submit your Application.
- 10.4 Payments can be made by debit card or credit card. We accept all major credit and debit cards apart from American Express.
- 10.5 We may increase the Fees by giving you not less than 30 days' notice.

## 11. CANCELLATION BY US

- 11.1 We reserve the right to cancel the Booking or any Session with immediate effect by giving you written notice if:
  - 11.1.1 you break these Terms in a material way and you do not correct the situation within 7 days of us asking you to do so;
  - 11.1.2 you do not comply with the rules and regulations of the Leisure Facility which are displayed at the Premises and which may be changed from time to time;
  - 11.1.3 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
  - 11.1.4 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 conduct is the subject of a complaint by another person.
- 11.2 We may also cancel the Booking or any Session in accordance with clause 13.3 if we are affected by an Event Outside Our Control.

## 12. EVENTS BEYOND OUR REASONABLE CONTROL

- 12.1 Subject to clause 12.3, we will not be responsible for any loss you suffer if we are unable to provide the Services due to Events Outside Our Control.
- 12.2 An Event Outside Our Control is any event beyond our reasonable control and includes:
  - 12.2.1 natural disasters, a government's actions, war or national emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic, lock-outs, strikes or other labour disputes (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;
  - 12.2.2 any personnel who deliver the Services being or becoming unavailable for any reason; or
  - 12.2.3 any facilities, equipment or materials necessary to the Services being or coming unavailable for any reason.
- 12.3 If an Event Outside Our Control prevents us from providing all or any part of Services then:
  - 12.3.1 we will notify you as soon as reasonably possible and, subject to availability, offer to provide you with substitute services; and
  - 12.3.2 if you and we are able to agree on substitute services, the Booking will be deemed to be varied accordingly; or
  - 12.3.3 where you and we cannot agree on substitute services, you and/or we may cancel the Booking or any affected Session by notifying the other, in which case we will refund to you the part of the Fees applicable to any Services which you have not received.

## 13. CHANGES TO THE LEISURE FACILITY

- 13.1 We reserve the right to withdraw or make changes to the Leisure Facility and the 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. CANCELLATION BY YOU

14.1 You may cancel a Booking at any time by giving us written notice:

14.1.1 if we break these Terms in any material way and do not correct the situation within 7 days of you asking us to do so;

14.1.2 if we go into liquidation or administration or a receiver is appointed over our assets

14.1.3 in accordance with clause 13.3 if we are affected by an Event Outside our Control, in which case we will refund to you the part of the Fees applicable to any Services that will not be provided to you.

14.2 You can also cancel a Booking by giving us written notice in accordance with the remaining clauses of this clause 11.

14.3 Cancellation of Bookings paid for in advance. If you give us notice to cancel a Booking and you have paid the Fees in full in advance then:

14.3.1 the Booking will be cancelled on the date we receive your notice;

14.3.2 we will refund the Fee paid for the cancelled session as long as and to the extent that we are able to resell your place or cancellation is received with 10 hours notice;

14.4 Cancellation by Members receiving free or reduced price classes. If you are a Member you can cancel a Session Booked under your membership package by giving us notice up to the start time of the Session. This can be done online, by phone or at the centre. You will only have to pay for the cancelled Session if you do not give more than 10 hours notice, in which case:

14.4.1 If you give less than 10 hours notice, you will have to pay a cancellation charge equivalent to the full casual rate for the Session unless we are able to resell your place.

#### 15. CHANGE TO TERMS

15.1 We may change these Terms at any time.

15.2 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 the Fee.

#### 16. TRANSFER OF THESE TERMS

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

16.2 You cannot transfer your rights or obligations in relation to the Booking to any other person.

#### 17. YOUR LEGAL RIGHTS

17.1 As a consumer, you have legal rights in relation to the Booking which is not affected by these Terms. Advice is available on your rights from your local Citizen's Advice Bureau.

17.2 The Consumer Contract (Cancellation, Information and Additional Payments) Regulations 2013 apply to the Booking but because of the nature of the Activity and the effect of Regulation 28, the right to cancel the Booking under those Regulations will not apply.

#### 18. THIRD PARTY RIGHTS

18.1 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.

#### 19. OTHER IMPORTANT TERMS

19.1 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.

19.2 Only you and we will be entitled to enforce these Terms and it is not intended that any third party will have any rights under or in connection with them.

19.3 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 a 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.

#### 20. GOVERNING LAW AND JURISDICTION OF THE COURTS

20.1 Your agreement is governed by the laws of England and any disputes will be dealt with in the English Courts.