



**The Robert Carre Trust**

## **Lettings and Community Facilities Policy**

### **Rationale:**

The aim of this policy is to support extra-curricular provision for young people and community activities of an educational, recreational or cultural nature and refers to all premises in the Robert Carre Trust.

### **Purpose:**

To share with the community, the Trust's accommodation and resources for the mutual benefit of all parties. To use the income generated for the enhancement and improvement of key facilities.

This policy should be read in conjunction with the Trust's Health and Safety Policy and other relevant policies.

The following procedures apply:-

- Lettings will be arranged with reference to, and agreement of, the site staff;
- Availability of rooms/halls etc must be approved by the RCT Site Manager or, in his absence, an Assistant Site Manager;
- Staff requiring additional facilities beyond or outside the school day should also follow this procedure;
- The RCT Operations Manager is responsible for informing the Finance Team of all lettings in order that appropriate invoices can be raised and followed up in a timely and efficient manner;
- Appropriate booking forms should be used
- Annual reviews of lettings charges will be undertaken by the Director of Finance, Administration and Resources in conjunction with the RCT Site Manager and Operations Manager to ensure that the fees levied do not involve any subsidy from the Trust budget and include a fair remuneration for the site staff in attendance;
- Lettings charges applied will reflect additional requirements e.g. removal of furniture, provision of specific furniture/equipment;
- Trust equipment e.g. TVs, computers, stage lighting etc are not available for use by hirers without prior written consent and do not form part of the standard lettings agreement. Additional charges will be levied for the use of school equipment if requested. In the case of stage lighting, health and safety regulations require that this is operated by an authorised operator and charges will reflect this;
- Financial penalties will be applied where hirers exceed their allocated times and these charges will be calculated to include a charge as if the room had been charged for the next full hour at the appropriate rate;
- Hirers are required to be mindful of premises security especially where large areas are unlocked e.g. for access to fire exits etc;
- Any electrical equipment brought into the facilities must have an in-date PAT test with a sticker.

This Lettings Policy will be reviewed every four years by the Trust or earlier if necessary.

**Reviewed at the meeting of the Finance, Resource & Audit Committee on 20 May 2021**

**Ratified at the meeting of the Board on 20 May 2021**

**Next Review Date: March 2024 (4 years)**

### **Appendices:**

Appendix 1 Terms and Conditions

RCT Lettings and Community Facilities Policy (formerly Lettings Policy) adopted 20 May 2021

Appendix 1  
Terms and Conditions  
YOUR TERMS AND CONDITIONS

Fitness suite memberships, facility hire and activities are provided by Carre's Grammar School (CGS) and Kesteven & Sleaford High School (KSHS), part of the Robert Carre Multi Academy Trust Ltd (RCT).

These terms and conditions ("Terms") set out the agreement between RCT ("Us", "We", "Our") and You when You pay for a membership with Us and/or use Our facilities. Facilities include Northgate Sports Hall, the CGS Fitness Suite (gym), Tennis courts, indoor halls and other indoor and outdoor sports venues on their respective sites. The facilities are generally owned by the Robert Carre Academy Trust (with the exception of Northgate Sports Hall which is owned by the North Kesteven District Council) and are managed by Us on their behalf. There may be additional terms and rules which apply to a particular facility and You should familiarise yourself with these. You are advised to read these Terms and rules carefully. By continuing with Your application and whenever You use Our facilities, You confirm that:

1. You understand and accept all of the Terms below and you will adhere to any local rules. Acceptance of Your application and any subsequent withdrawal of Membership are at Our absolute discretion.
2. By agreeing to these Terms, You acknowledge and agree that in entering into this agreement You are not relying on any promise, assurance, statement, representation, warranty or understanding except as expressly provided in these Terms.
3. Where a Term is generic this applies to all customers, however some of the Terms and Conditions will only apply to specific members, memberships or activities and may not be relevant to all customers.

## DEFINITIONS AND INTERPRETATION

### **Activity Fee**

A non-refundable fee in the event You cancel Your booking, or You fail to show up for Your activity

### **Block Bookings**

A series of activities, lessons and courses for a set period of time paid for in advance (usually in one lump sum)

### **Booking Member/Membership**

A Member who pays full price for activities on an "as and when" used basis but may book activities in advance

### **Cancellation Fee**

An administration fee of £30 (plus VAT) applicable to Contracted Memberships only

### **Commencement Date**

Means the date on which Your Membership or block-booking period starts

### **Contracted Annual Membership**

A Member who pays for a 12-month Membership in one annual lump sum. Please note, after completion of your 12-month contract, you can chose to renew for 12-months or move to a monthly rolling contract

### **Contracted Monthly Membership**

Member who pays for a 12-month Membership monthly in advance by DD on a monthly basis. Please note, this is a minimum 12-month commitment. During month 13, Your membership is rolling until cancelled in line with the cancelation policy

### **Cut Off Date**

Cut off Date refers to the last date that changes will be accepted to make changes to your next Direct Debit ("DD")

### **Cooling Off Period**

Means 14 calendar days from the date and time You purchase any goods or services from Us online (including but not limited to Memberships and gift cards)

### **Data Protection Legislation**

The General Data Protection Regulation, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003, as amended, replaced or superseded, and all other applicable laws and regulations relating to the processing of personal data and privacy together with any applicable guidance and/or codes of practice issued or endorsed by the Information Commissioner or relevant government department in relation to such legislation

### **Exceptional Circumstances**

Means significant illness (which precludes you from the use of the facility), significant injury (which precludes you from the use of the facility), loss of livelihood, change of principal place of work or home (where you could not reasonably be expected to use the facility) or any other circumstance. You can evidence to our reasonable satisfaction to be exceptional and require early termination of Your Membership.

### **RCT, CGS or KSHS**

Referred to as Us within this document.

### **Joining Fee**

A one off fee paid on some memberships where applicable

### **Member**

“You” – whichever Membership Option that You have selected, You are a valid Member so long as You pay the Fees that are due on time and You adhere to the Terms and Conditions of the facility and / or activity rules. ‘You’ also applies to any individual aged less than 16 years where you are signing on their behalf you.

### **Fees**

On-going or upfront amounts payable for Membership, Monthly, Paid in Full or Block Payment

### **Late Cancellation Charge**

A charge imposed for cancellations made less than 24 hours before the activity start time

### **Membership**

Membership is for a single location

### **Month In Hand**

This is an additional non refundable payment taken from You when You take out some Membership paid for by Direct Debit. This payment is equal to one month Fee. It does not affect your first Direct Debit payment

### **Monthly Prepaid Member/Membership**

A Member who pays for their Membership monthly in advance by Direct Debit

### **No Show Charge**

A charge made for failing to cancel an activity before the start time and not attending the activity

### **Partner Organisations**

Third parties who generally own the facilities, which are managed by Us on their behalf or who have made an investment in them (for example, the Football Foundation).

### **Casual User**

A person who pays for activities ‘as and when’ they use them

### **Pro Rata Fee**

A proportion of the Fee paid in advance before your first Direct Debit for some memberships

### **Rules**

Centre / facility rules and any other activity rules are those that are on display at each facility and should be read and adhered to.

## **1. MEMBERSHIP**

1.1. If Your application for Membership is accepted, You will automatically be assigned as defined above. It is Your responsibility to notify us should you wish to make changes to Your Membership

1.2. You must produce valid proof of Membership on each occasion that You visit Our facilities. You will be required to present this for validation on arrival. If you do not present relevant proof You may be refused entry on that occasion. If you continue to use a physical membership card and a replacement is required this can be requested and will be provided upon payment of the prevailing charge

1.3. Your Membership will not be valid until and unless You have had Your photograph recorded on our systems; this is to prevent fraud, misuse and abuse of Membership benefits

1.4. Where a discounted Membership is purchased such as concessionary, corporate, disability, joint or age related, proof of eligibility is required prior to Your first use. You will be

required at regular intervals to provide new proof as required by Us. If your entitlement changes, You must notify Us

1.5. Your Membership is non-transferable. You must not allow anyone else to use Your Card or Membership number. If You allow Your card to be used by any other person, Your Membership will be cancelled without refund of any Fees or Activation and/or Joining Fees; no further or future applications for Membership will be accepted for a minimum of 12-months. Future eligibility for Membership will be reviewed at least annually upon request

1.6. Should You lose Your proof of membership, please inform Us. We will issue You with a replacement for which You will incur a small replacement charge

1.7. Use of the facilities must always be in accordance with Your Membership

1.8. All members must complete a physical activity readiness questionnaire before using the fitness facility

## 2. FEES AND PAYMENT

2.1. We currently do not have a joining fee. This may be reviewed during your contract but would not apply to existing members

2.2. Some online Monthly Prepaid Memberships are subject to a Pro Rata Fee and a Month In Hand Fee (Unless waived as a promotional offer)

**2.3. All Fees paid in advance are non refundable, unless the circumstances set out in cancellation provisions (clauses 2.5, 3.9, 5.11 or 5.12) apply**

2.4. Unless in accordance with the suspension of Membership (clauses 5.21, 5.11, 5.23 and 5.24) or where a Membership has been cancelled in accordance with these Terms, Your Fees shall remain payable throughout the Membership period irrespective of Your use of the facility

2.5. We operate a Cooling Off Period on all Memberships purchased online. This means that if you change your mind and for any reason decide that You do not want to continue with your Membership, You can notify Us of your decision to cancel within 14 days of applying and We will not charge you. All joining and fees paid in advance will be refunded, providing that you have not waived your right to cancellation by receiving Membership benefits during this period.

2.6. You will need to purchase a new Membership in order to continue using the facilities if your existing Contracted Annual Membership expires without a renewal being put in place, or if any due payment is missed for any Pre-Paid Monthly Membership (subject to clause 2.11 below)

2.7. All fees and payments should be made in advance or upon receipt of an invoice

2.8. Invoices should be paid by the payment due date detailed

2.9. The Robert Carre Trust reserves the right to collect any outstanding payments under these terms, in accordance with the RCT Bad Debts Policy, available on [www.robertcarretrust.uk](http://www.robertcarretrust.uk) or on application.

### **Monthly Prepaid Membership and Contracted Monthly Membership**

2.9. Where You join as a Monthly Prepaid Member or Contracted Monthly Member You must pay by DD. You will be notified of the DD collection date at the time of joining

2.10. Monthly DD are a full binding contract between Us and You and will automatically continue until You notify Us otherwise in writing

2.11. Failure to make any due payment will initially result in the Membership being suspended and admission to all relevant facilities will be denied until all outstanding payments have been made. We retain the right to recover all outstanding balances including Activity Fees

2.12. All Membership prices are reviewed from time to time and at least once per calendar year. If Your Fees are paid by DD and are due to be changed, We will notify You at least 1 month in advance by email and/or by letter

## 3. GENERAL CONDITIONS OF USE

3.1. Use of any of Our facilities and activities is subject to the relevant hire agreement and/or facility rules. These are specific to the activity or booking you are making and a copy can be made available to you. In addition, please note the following:

3.1.1. Your adherence to the facility Rules and any other rules pertaining to that activity or facility

3.1.2. Availability of the activity programme. This will vary from day to day and at various times. Our programmes often include exclusive sessions for beginners only, for experienced users only, for women only, for children only, for people with disabilities only and for older people only as well as closure for special events and activities. You are deemed to understand that this may restrict Your use from time to time and that no financial adjustment will be made to Your Fees

3.1.3. The safe capacity of the facility

3.1.4. You wearing attire appropriate to the activity

3.2 In all cases, Our interpretation of the Rules and these terms will take precedence and the decision of Our Manager or his / her nominee is final and must be respected

3.3 Our managers have the right to a) refuse admission b) ask You or a member of Your party to leave the premises c) exclude You or a member of Your party in the future from our facilities at their absolute discretion.

3.4. Such action may be taken where You or a member of Your party fails to observe any of these Rules and conditions of use or where appropriate in the reasonable opinion of Our Manager

3.5 If You are excluded from future use of our facilities Your Membership will be terminated. You will not receive a refund of any Fees paid for or in connection with Your Membership.

3.6. We may sometimes need to postpone, alter, cancel or introduce new activities temporarily or permanently at any time for any reason, including in response to customer feedback and/or to withdraw equipment and/or facilities for any reason including but not limited to maintenance, repair and alteration

3.7 We will, where reasonably possible, display notices in the facility advising You of the change at least 1 week beforehand. Your Membership will generally provide You with access to more than one facility or activity which will enable You to select an alternative should Your regular facility become unavailable to You temporarily or permanently at any time for any reason

3.8 We will not reduce or refund any Fees because of or in response to such unavailability of facilities, whether or not this is due to the programming of activities and classes but if We make a significant change You may cancel Your agreement in accordance with clause 5

3.9 Where You have paid in advance and are due to attend a lesson or course and We are unable to offer You an alternative time, day or location for this lesson or course we will amend Your next DD date to reflect the cost of this individual session as per the Variable DD Guarantee You signed when joining

3.10 Lockers located at Our facilities are for the use of Members using the facility only and can be used under the following conditions:

3.10.1. You must not take locker keys off of the premises (except where the locker has been rented under the terms of the "locker membership" scheme where available)

3.10.2 We have the right to gain access to any locker at any time if this is deemed necessary; We will empty all lockers each night and store any items found as lost property

3.10.3. You must not place any illegal goods or consumables, toxic, polluted or contaminated goods, flammable or hazardous goods, living plants or animals, food or perishable goods or waste in the lockers

3.10.4. Lockers are not to be used for valuable items. We accept no responsibility for the criminal activity of others and items left are done so at your own risk

3.11. Your Health is your Responsibility. Exercise carries it's own risk, and you should therefore never exercise beyond your ability. If you have any doubts as to your fitness, or you have any medical conditions that may affect your safety through exercise, you should seek advice from your doctor before partaking in the activity.

**When joining online, you made the following statement concerning your health:**

I wish to embark on a programme of physical activity and confirm that I do not have any health conditions which may prevent or adversely affect my participation in the exercise programme and/or induction. If my health status changes, I will seek guidance and clearance to exercise from my General Practitioner or other relevant health professional before participating any further in the physical activity.

3.12. You are not permitted to enter the facilities or partake in activities when under the influence of alcohol or illegal drugs

3.13. You are not permitted to bring any animals into any facility with the exception of guide dogs. If You know You require the use of a guide dog when applying for Membership or during Your Membership term, please inform Us at that time

3.14. You are not permitted to bring or use photographic or recording devices anywhere in Our facilities, nor are You permitted to use mobile telephones in the gym or exercise area for the making and receiving of calls, or the taking of photographs, video footage or sound recordings. All notifications must be set to silent.

3.15. You are not permitted to smoke anywhere on the premises or in the immediate vicinity

## 4. BOOKINGS PAYMENTS & CANCELLATIONS

### 4.1. Bookings & Payment Terms

4.1.1. You can make some bookings online, as well as being able to book in person and over the telephone, for facility hire, activities, classes and courses. It is advisable to book these activities in advance in order to secure Your place. You can register and book online for some of our activities

4.1.2. All bookings must be made in the name of a specified individual. In the case of sports club bookings, this would usually be the Club Secretary

4.1.3. Bookings and memberships are not transferable between customers

4.2. The following **BOOKING AND PAYMENT** rules apply

#### **For all Bookings by all customers**

4.2.1. All bookings for activities must be paid for at the time of booking. The Activity Fee is non-refundable in the event You cancel Your booking, or You fail to show up for Your activity. If You arrive late for Your booked activity, RCT has discretion to refuse You access depending on the activity booked and any relevant health & safety considerations. All activity sessions include an element of a set up time or set down time

4.2.2. All pay and play sessions must be paid for before use. E.g. Friday Night Football and Social Badminton must be paid for before playing

4.2.3 You may be able to make some activity bookings online. For more information, please ask a member of staff

4.3. The following **BOOKING CANCELLATION TERMS** apply to all bookings:

4.3.1. To cancel a booking, We recommend that You phone us immediately using the numbers on our website

4.3.2. Any Late Cancellation and No Shows will be noted on Your Membership record and Your ability to use Our facilities or make further bookings may be blocked

4.3.3 Cancellation timeline

<b>Time Cancellation made by You</b>	<b>Paid for activity (e.g. pitch hire)</b>
Early Cancellation – cancellation made 21 days or more before the activity start time	Credit note applied to account <b>only</b> if RCT are able to re-sell. No refund if not
Late Cancellation – cancellation made less than 21 days before the activity start time	No refund due
No Cancellation / No Show	No refund due

<b>Cancellation made by RCT at any time (exceptional circumstances)</b>	Refund or credit issued
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### 4.4. Facilities/Activity Rules

You must comply with all our facility and activity Rules at all times. Rules are available to view at the facility or available via email. E.g. Sports Hall Hire Agreement

## 5. MAKING CHANGES TO YOUR MEMBERSHIP

5.1. You should ensure that Your Membership details are kept up to date. Please speak to a member of staff in order to update any changes in your personal information. This could include changes to any medical conditions, contact details, etc. We advise that you do this every 12-months.

5.2. Should You wish to change Your bank details, You should contact us in writing to avoid errors. This could be via an email or written letter. Please contact us for the correct address to send it.

5.3. If You ask Our staff to update the details of Your Membership or a membership for which You pay, including bank account details, You will be required to provide proof of Your identity before any changes can be effected

5.4. For some type of Memberships you are able to purchase additional activities at a reduced rate. For more information on this please speak to a member of staff.

5.5. Any requests for refunds will be dealt with in line with Our refund policy

## **Cancellations – Contracted Annual Members and Contracted Monthly Membership**

5.8.1 If you do not renew Your Contracted Annual Membership before it expires, it will automatically terminate at the end of the term and a re-joining fee may be payable if you wish to subsequently re-join.

5.8.2 If you do not cancel your Contracted Monthly Membership at least one month before it expires it will automatically transfer to a Monthly Prepaid Membership until you cancel by giving us one month's notice.

5.9. You may suspend a Contracted Annual Membership or Contracted Monthly Membership in accordance with clauses 5.21 – 5.24

5.10 You may **ONLY** cancel a Contracted Annual Membership or Contracted Monthly Membership during a Membership year **if Exceptional Circumstances apply** to You and by giving Us one month's notice in writing setting out the Exceptional Circumstances and requesting to cancel Your Membership. We will then consider your request to cancel and if We are satisfied that Exceptional Circumstances apply to You we will process your cancellation in accordance with 5.11 and 5.12 below. We may, acting reasonably, request evidence of your Exceptional Circumstances. You cannot cancel a Contracted Annual Membership or Contracted Monthly Membership save as set out in this clause 5.10.

5.11 If RCT agree to cancel a Contracted Monthly Membership due to **Exceptional Circumstances** applying, You will be charged the cancellation fee and the monthly cost for the months used. If you have already paid more than this amount, a refund will be given for any unused, complete months. E.g. If an annual contract is cancelled at 6 months and 7 days, a refund will only be made for the 5 full months remaining.

5.12 Failure to pay the monthly fee for a Contracted Monthly Membership will be deemed to be a cancellation of Your membership and the cancellation terms will apply.

### **Monthly Prepaid Members**

5.14 You may cancel Your monthly prepaid Membership with Us by providing Us with 4 weeks notice. The actual notice period depends on the date in the month on which You provide us the notice and your DD date. (Section 5.15 provides full details). Notice can be given in writing or over the phone. Should We choose to discontinue any of Our Memberships, You will be notified in writing one month in advance.

5.15. We understand that You may wish to consider cancelling if We make significant changes to the activities and facilities covered by the Membership, which includes any price increases affecting Your Membership. Where we are unable to give you one month's prior indication of any price increase and You wish to cancel as a result of this change You may do so by giving Us written notice of less than one month and Your responsibility to pay Fees will continue until the date immediately prior to the date on which the increase takes effect

5.16. All cancellations made prior to the relevant Cut Off Dates will be effective prior to the date the next DD collection is due and no further DD collection will be made (notice period 2-4 weeks). Cancellations received after the relevant Cut Off Dates will result in one final DD being collected on the next DD due date (notice period up to 4 weeks). Members are also required to cancel their DD instructions (DDI) with their bank after the last payment has been debited, to fully complete the cancellation process. We will not refund monies collected because of Your failure to cancel Your DD at the bank.

5.17. Where a Month In Hand payment exists, you will be entitled to free use at the point of cancellation based on 5.15 and for the full month of cancellation

5.1.8 If You have any other queries or concerns regarding Your Membership please contact a member of staff

### **Block Bookings**

5.20. You may cancel a Block Booking at any time during the term, but as indicated in clause 2.3 there will be no refund of any Fees paid

### **Suspending Your Membership**

5.21. You may request that We suspend Your Monthly Prepaid Membership if You are temporarily unable to continue participating for medical reasons. We may require reasonable evidence to support Your request. If We agree to Your request, We will activate the suspension from the date We receive that evidence. You must notify Us in writing when You wish Us to re-activate Your Membership. However, at the expiry of the maximum 3 month suspension, the Membership will automatically be reinstated and collection of Fees will recommence.

5.22 You may request that We suspend Your Contracted Annual Membership or Contracted Monthly Membership if You are temporarily unable to continue participating for medical reasons. We may require reasonable evidence to support Your request. If We agree to Your request, We will activate the suspension from the date We receive that evidence. You must notify Us in writing when You wish Us to re-activate Your Membership. However, at the expiry of the maximum 3-month suspension (Contracted Monthly Membership) or 6-month suspension (Contracted Annual Membership) - the Membership will automatically be reinstated and for Contracted Monthly Memberships, collection of Fees will recommence.

5.23. We will consider suspending Your Membership for non-medical reasons. You must apply in writing at Your Home Facility. Memberships may at Our absolute discretion be suspended for a maximum of 3 months\* within a 1 year period commencing from the Commencement Date. Eligibility for suspension is restricted and supporting documentation will be required. Please ask a member of staff for further details. A nominal 'suspension fee' will be charged each month via DD for non-medical suspension. \*Dependent on reason

5.24. In the case of any Membership being suspended, the period of suspension shall not form part of the term of the Membership. For example, if the remainder of the term of a Membership is 4 months at the point of suspension, when the Membership is reactivated, the remainder of the Membership will still be 4 months.

## 6. DATA PROTECTION

6.1. As the 'controllers' of the 'personal data' We hold about You We uphold Your data rights, including Your right to access Your data and to ask for it to be rectified, erased or its use to be restricted, by complying with all relevant Data Protection Legislation. Please see our latest data policy

6.2 We process the personal data collected in Your Membership application in order to i) provide Membership services to You ii) for the management and administration of Your Membership, or iii) a purpose in connection with the use of any of Our facilities. We process the information in on the legal basis of it being necessary for Your Membership contract and on the basis of legitimate interest. Where we collect ethnicity data we process this on the basis that the processing is necessary for i) the performance of tasks carried out in the public interest; and ii) necessary for reasons of substantial public interest. For further details on how and why we process this and other data for other purposes please refer to our website

## 7. RESPONSIBILITIES - OUR RESPONSIBILITY TO YOU

7.1. We want You to enjoy peace of mind with Your Membership and Your wellbeing is of key importance. We will compensate You for any foreseeable loss or damage You may suffer if We fail to carry out Our obligations under these Terms or to a reasonable standard, or if We breach any duties imposed upon Us by law (including if We or Our employees, sub-contractors or agents cause death or personal injury to You by Our negligence) unless that failure is attributable to:

7.1.1. your own fault;

7.1.2. a third party unconnected with Our provision of the facilities; or

7.1.3. events which We could not have foreseen or prevented even if We had taken all reasonable care

7.2. We shall not be liable for any damage to, loss, or theft of personal property belonging to You, (or any of Your guests) at Our facilities including from lockers, except to the extent that any such loss, damage or theft of personal property is as a result of Our negligent action or omission, in which case Our liability to compensate You shall be limited to a reasonable amount **Your responsibility to Us**

7.3. By using any facility, You are deemed to be fit and able to participate in the activity(ies) offered. Please refer to clause 3.5 for full details

7.4. Where You are taking part in any physical activity You are responsible for monitoring Your own physical condition throughout Your use of Our facility. In the event of any unusual symptoms occurring, You should inform a member of staff immediately

7.5. You must use the equipment and facilities in the correct manner according to instructions and/or induction training; You must not use the same in any manner which constitutes a health and safety risk either to Yourself or to others. We are not responsible for any injury or loss You suffer as a consequence of misuse of any equipment, or of any health condition that You may have (except where Our negligence causes personal injury)



## 8. CAR PARKING

8.1. Car parking facilities may be made available to You. You may use such spaces only when using the facility and remain within the designated bays only

8.2. We accept no liability for any loss or damage which may result from Your use of the car parking facilities. All such use is at Your own risk

8.3. Neither Membership nor planned / booked use of the facilities guarantees the availability of a parking space. Spaces are available on a first come first served basis

8.4. The car park terms and conditions as displayed shall apply. For example, please do not park in the disabled bays without displaying a blue badge in your windscreen.

## 9. GENERAL

9.1. These Terms may be reviewed and/or altered at any time. We will use reasonable endeavours to inform Members of material or significant changes to the Terms as far in advance as possible with notice of any significant change such as the temporary closure of a facility or change to Fees. Notices will be displayed in the facilities and, where You have provided an email address, this will be used as the primary method of contact for such notice

9.2. We reserve the right to reject any application for Membership at Our absolute discretion, or withdraw any Membership if You fail to comply with these Terms and/or Our facility conditions. Refunds will not be given where the Member is in breach of these Terms

9.3. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales

9.4. If any court or competent authority finds that any provision contained in these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected

9.5. No failure by Us to enforce any provision in these Terms shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver

9.6. A person who is not a party to these Terms shall not have any rights under or in connection with them

**Last updated June 2021**