SYLVESTRIAN
LEISURE CENTRE

BOOKINGS TERMS AND CONDITIONS

These Terms set out the basis on which we will accept activity bookings. If you do not agree with these Terms, then you should not proceed with your Booking. 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/s in connection with the Booking and the Services.

1.2. "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.

1.3. "Company" means Sylvestrian Leisure Enterprises Limited (address and details below) and its subsidiary and associated Companies and is referred to as "we", "us" or "our" throughout these Terms.

1.4. "Event Beyond Our Control" has the meaning set out in clause 9.

1.5. "Activity Fee" means the fees payable by you in relation to the Booking, as set out on the Website, app or at the centre.

1.6. "Included Activities" are those that are included free of charge in your Membership.

1.7. "Non-Included Activities" are those that are not included free of charge in your Membership and are chargeable.

1.8. "Sylvestrian Member" means a person who has a valid membership record at the Leisure Facility and is entitled to book activity on a Pay as You Go basis.

1.9. "Annual, and Monthly Pre-Paid Members" means a person with a valid subscription membership record at the Leisure Facility and is entitled to book "Included Activities" that are included in the membership free of charge. "Non-Included Activities" are bookable and chargeable at the prevailing rate.

1.10. "Participant/s" means the person/s undertaking the activity, being either you or another person/s on whose behalf you make the Booking.

1.11. "Sessions" means, in relation to a Booking, the sessions during which the Services are to be provided. Some sessions are bookable on behalf of multiple participants.

1.12. "Terms" means these terms and conditions

2. ACTIVITIES & CLASSES - BOOKINGS PAYMENTS AND CANCELLATIONS

2.1. You are encouraged to make your activity bookings online, however, should you require assistance, our staff will be able to assist you at the centre. It is advisable to book activities in advance in order to secure your place. You can register and book online or by using the Sylvestrian App that can be downloaded from the App store.

2.2. Depending on your type of Membership, some activities will be included and will be free of charge ("Included Activities") and some will not be included and will be chargeable ("Non-Included Activities")

2.3. Bookings for "Included Activities" are not transferable between customers.

2.4. You will receive an email from us confirming the activity Booking.

2.5. We reserve the right to ask customers for proof of their booking. Any fraudulent or wrongful information given to obtain a Booking could result in the cancellation of your Booking.

2.6. You must always register your attendance by attending the Centre reception, otherwise you will be marked as non-attended.

2.7. All bookings for "Non included Activities" must be paid for at the time of booking. We have the right to refuse your 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

2.8. As a prepaid Member, you may can book via our website or app 14 days in advance from the session start time.

2.9. As a Sylvestrian Member, you can book via our website or Sylvestrian app 14 days in advance for gym and classes.

2.10. The following BOOKING CANCELLATION TERMS apply to all "Included Activities" bookings:

2.10.1. To cancel a booking, we recommend that you cancel your booking by calling, emailing or visiting the Centre.

2.10.2. A no show is applied if you fail to attend your session and a refund or session change will not be warranted.

2.10.3. Any no Show will be noted on your Membership account and your ability to use our facilities or make further bookings will be blocked for a period of 3 weeks until these charges are paid in full.

2.11. The following BOOKING CANCELLATION TERMS apply to all "Non-Included Activities" bookings

2.12. All bookings for activities NOT included in Your Membership must be paid for at the time of booking. The Activity Fee is non-refundable.

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 https://www.sylvestrian-leisure.co.uk/privacy/. Please take time to read this as it contains important terms which apply to you.

4. THE SERVICES

4.1. 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.

4.2. You will provide all information and cooperation in relation to the Services that we reasonably require from time to time.

4.3. 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.

5. LIMITATION OF LIABILITY

5.1. 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.

5.2. 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.

5.3. 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.

5.4. Nothing in these Terms will exclude or limit our liability for fraud or death or personal injury caused by our negligence.

6. PHYSICAL HEALTH OF PARTICIPANT

6.1. You should consult your doctor before you begin the Activity if you are not sure whether it is suitable. If you have any concerns about your or other participants physical condition, you must get medical advice before undertaking Activity. It is your responsibility to make any instructor for your Activity aware of anything that may affect you or other participants.

6.2. We may refuse you access to the Leisure Facility or prevent you or other participants from taking part in the Activity if we consider the Activity could put your or their health at risk.

7. CANCELLATION BY US

7.1. We reserve the right to cancel the Booking or any Session with immediate effect by giving you written notice if:

7.1.1. you break these Terms in a material way and you do not correct the situation in the timeframe we set out;

7.1.2. 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;

7.1.3. 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);

7.1.4. 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.

7.2. We may also cancel the Booking or any Session in accordance with clause 8.2 if we are affected by an Event Outside Our Control.

8. EVENTS BEYOND OUR REASONABLE CONTROL

8.1. We will not be responsible for any loss you suffer if we are unable to provide the Services due to Events Outside Our Control.

8.2. An Event Outside Our Control is any event beyond our reasonable control and includes:

8.2.1. 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;

8.2.2. any personnel who deliver the Services being or becoming unavailable for any reason; or

8.2.3. any facilities, equipment or materials necessary to the Services being or coming unavailable for any reason.

8.3. If an Event Outside Our Control prevents us from providing all or any part of Services then:

8.3.1. we will notify you as soon as reasonably possible and, subject to availability, offer to provide you with substitute services; and

8.3.2. if you and we are able to agree on substitute services, the Booking will be deemed to be varied accordingly, or

8.3.3. 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.

9. CHANGES TO LEISURE FACILITY

9.1. 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.

10. CHANGE TO TERMS

10.1. We may change these Terms at any time

10.2. 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.

11. TRANSFER OF THESE TERMS

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

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

12. YOUR LEGAL RIGHTS

12.1. 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.

12.2. 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.