The University of Nottingham (UoN) David Ross Sports Village Climbing Wall Membership
Terms and Conditions

Office Use Only:

<table>
<thead>
<tr>
<th>Date Sold:</th>
<th>Team Member Initials:</th>
<th>Surname of member:</th>
</tr>
</thead>
</table>

The Membership

1. The University of Nottingham ("UoN") David Ross Sports Village climbing wall provides access to the climbing wall only.
2. The ("UoN") David Ross Sports Village Climbing Wall Membership does not provide general access to any of the sports facilities located on the University Park Campus, the Jubilee Campus and the Sutton Bonington Campus, nor the activities taking place within them.
3. The ("UoN") David Ross Sports Village Climbing Wall membership applies to any member of the general public aged 16 or over. Full details of the membership fees can be found at http://www.nottingham.ac.uk/sport/membership/public-memberships.aspx.
4. The ("UoN") David Ross Sports Village Climbing Wall membership is strictly non-transferable and cannot be resold to a third party.
5. The Membership Card must be shown, upon reasonable request, to any member of UoN staff.
6. Membership fees are payable in full in advance by cash, cheque or debit/credit card.
7. The member is liable to pay all membership fees due irrespective of actual usage of facilities.
8. It is prohibited to exchange or loan out the climbing wall membership card for the purposes of allowing others to access the ("UoN") David Ross Sports Village Climbing Wall and is a breach of these terms and conditions. Members who allow cards to be used by anyone other than the member identified on the card will incur a 14 day ban during which during which time all membership privileges will be suspended. A second offence may result in termination of membership.
9. Access to ("UoN") David Ross Sports Village Climbing Wall is granted to members in possession of a valid UoN public membership card only. If access to the facilities is granted to a member without their membership card then a strike will be added to the member record. A member may have a maximum of three strikes added to their record. After three strikes, the member will be denied entry without a valid membership card. A replacement card can be purchased from reception at a cost of £5.00.
10. A photograph will be required of each member as part of the joining process, which will normally be taken at the reception desk upon joining, or first visit. All photographs are stored digitally within the University booking system and will not be reproduced, shared or printed without prior permission from the member.
11. UoN David Ross Climbing Wall members may sign up for a UoN Sport & Fitness Membership by paying their membership fee and completing the relevant application form either online by visiting https://www.nottingham.ac.uk/sport/index.aspx or in person at any UoN Sports Facility reception.

Cancellation

12. The ("UoN") David Ross Sports Village climbing wall may be cancelled by the member without reason up to 14 days from the date of purchase (the "Cancellation Period"). The amount refunded will represent the unexpired proportion of the membership and will not include the period prior to the cancellation request. Members, who have taken advantage of the membership within this period, will be charged on a pro-rata basis. A cancellation form can be found by visiting http://www.nottingham.ac.uk/sport/membership/membership-cancellation-request.aspx, alternatively, members may cancel by calling 0115 95 15516 or emailing sport@nottingham.ac.uk.
13. Cancellation and refund of membership fees after 14 days will only normally be considered in cases: (a) of continuing debilitating or serious illness where it can be demonstrated, to UoN’s reasonable satisfaction, that exercise may be detrimental; b) where UoN fails to perform its obligations under these terms and conditions (other than in the circumstances set out in paragraph (20) in any material way and does not correct or fix the situation within 14 days of the member asking UoN to do so; or (c) where UoN makes a material change to these terms and conditions to a member’s material detriment.
14. Refunds will not be given in relation to changes in personal circumstances or preference.
15. Refunds will not be given in cases of voluntary cancellation by the UoN Public Member at any time after the expiry of the Cancellation Period except where a refund is given in the circumstances described in paragraph 12 above.
16. The UoN reserves the right to cancel a member’s membership if: (a) the member commits a serious breach of these terms and conditions; (b) any part of the member’s membership fee remains unpaid 30 days after its due date for payment; (c) the member provides the UoN with details which the member knows to be false when applying for membership and the false declaration would have reasonably affected the UoN’s decision to grant the member membership.

Use of University of Nottingham ("UoN") David Ross Sports Village Climbing Wall

17. When using the ("UoN") David Ross Sports Village climbing wall, all members must abide by the etiquette, which is displayed in the relevant sports centre.
Personal items including clothing and all bags must be left in the lockers provided in the designated areas. To ensure the safety and security of the sports facility, padlocks will be removed from all lockers found to be locked upon building closure; this may result in the destruction of the padlock. Any and all items found within lockers will be recorded and placed within the lost property store. Refund or replacement of locks will not be given in these cases.

UoN will use its reasonable endeavours to ensure that the ("UoN") David Ross Sports Village Climbing Wall facilities are available during the times permitted by your membership. However UoN reserves the right to prevent access to the ("UoN") David Ross Sports Village Climbing Wall in the following circumstances: (a) in the event that a member has not paid his/her membership fees or failed to comply with these terms and conditions in some material respect; (b) in order to comply with health and safety regulations which, in UoN's reasonable opinion, are necessary to protect UoN's interests and those of the members; (c) to carry out repair, alteration or maintenance works which cannot reasonably be performed outside opening hours; (d) where an event outside of UoN's reasonable control occurs. Where possible, a minimum of 24 hours' notice will be given; e) bank holidays and UoN holidays when facilities may be closed or operate on reduced opening times.

Reservations/ Bookings

Availability of facilities in relation to reservations for activities made up to 7 days in advance are applicable to times not required by the UoN sports club timetable only.

UoN reserves the right to make reasonable changes to the UoN sports club timetable throughout the year. Notice in advance will be given where this results in a change of availability of UoN sports facilities.

Reservations for the Climbing Wall may be made up to 7 days in advance.

A minimum of 2 hours’ notice is required to cancel a booking.

Members who fail to arrive on 3 occasions within a 30 day period will incur a 14 day reservation ban and will not be able to book climbing wall sessions during such period.

UoN reserves the right to refuse bookings to customers that consistently fail to honour appointments

Reservations and bookings are subject to availability and facilities may be unavailable on occasion due to the hosting of major events and competitions by UoN.

Limitation of Liability

If UoN fails to comply with these terms and conditions, UoN will only be responsible to members for loss or damage suffered by members that is a foreseeable result of UoN's breach of these terms or its negligence. UoN will not be responsible for any loss or damage that is not foreseeable by UoN or a member.

Subject to paragraph 26 and 28, UoN's liability to compensate you is limited in any 12 month period to 100% of the membership fees paid by the member in the 12 month period immediately preceding the date of the act or omission giving rise to the claim.

UoN does not exclude or limit in any way its liability for death or personal injury caused by negligence of UoN management, employees or agents or for any other liability, which cannot be excluded or limited by law.

Members agree that neither UoN nor its employees shall be liable for any loss, damage or theft of any property belonging to, or brought onto the premises by a member, occurring within the facilities unless caused by negligence of UoN management, employees or agents.

Conduct

Disorderly, rude or offensive behaviour may result in refusal of entry into ("UoN") David Ross Sports Village and will constitute a serious breach of these terms and conditions.

Members must use all facilities and equipment in accordance with advice given by employees of the UoN Sport Department and notices suitably posted throughout the buildings. Members shall not abuse UoN equipment or facilities.

No member shall bring intoxicating liquor into the facilities, anyone appearing to be under the influence of alcohol and/or drugs will be asked to leave the facility.

Smoking is not permitted within the UoN Sports Facilities.

Members use the facilities at their own risk; UoN does not accept responsibility for any harm or injury to any customer unless caused by negligence of UoN management, employees or agents.

Any damage to UoN property shall be paid for in full by any member who wilfully or negligently causes such damage.

Cars parked on the UoN campus are left at the owner’s risk. UoN will accept no liability for loss or damage thereof unless caused by the negligence of employees or agents of UoN.

Data Protection

UoN will use the personal information members provide to UoN in the process of signing up to become a member to: (a) provide the services described in these terms and conditions to members; (b) process payments in respect of membership fees (or any other fees or charges which may be payable by members); and (c) send members information related to their membership (including without limitation: welcome communications, newsletters, Group Exercise class timetables, information about renewals and changes in opening/closing times and UoN Sport or third party offers and competitions).
UoN will not give members’ personal data to any third party and will process all personal data in accordance with the Data Protection Act 1998.

Other Material Terms

39 The failure of UoN to enforce any of their respective rights at any time and for any period shall not be construed as a waiver of such rights.
40 Members may not sub-let or hire out UoN Sports Facilities for the purposes of coaching or tournaments of any kind.
41 UoN shall not be liable to the member or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the UoN’s obligations in relation to the service, if the delay or failure was due to any cause beyond UoN's reasonable control.
42 If any provision of these terms and conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of these terms and conditions, and the validity and enforceability of the other provisions of these terms and conditions shall not be affected.
43 UoN may correct any typographical or other errors or omissions on the UoN website or other promotional materials relating to UoN Sports Facilities at any time, provided such corrections do not materially affect a member’s rights or their membership.
44 UoN may employ photographers at certain times during the year, notifications will be displayed at this time, if you do not wish to be included in any photos please advise a member of staff.
45 UoN may transfer its rights and obligations under these terms and conditions to another organisation and will notify the member if this happens, but this will not affect the member’s rights or obligations under these terms and conditions.
46 Members may not assign their rights and obligations under these terms and conditions to another person.
47 This contract is between the member and UoN. No other person shall have any right to enforce any of these terms and conditions.
48 These terms and conditions are governed by English law. UoN and members both agree to the non-exclusive jurisdiction of the courts of England and Wales.

These are the terms and conditions on which the UoN agrees to provide members with access to the (“UoN”) David Ross Sports Village Climbing Wall facilities. By signing these terms and conditions, you confirm that you accept and agree to be bound by these terms and conditions.

Print Name ___________________________ Date ____________

Sign to agree to the membership terms and conditions ___________________________
Your health is your responsibility. The management and staff of this organisation are dedicated to helping you take every opportunity to enjoy the facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of each other.

**Our commitment to you**

1. We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.
2. We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy.
3. We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards as set out by the Register of Exercise Professionals.
4. If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

**Your commitment to us**

1. You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medical professional and follow that advice.
2. You should make yourself aware of any rules and instructions, including warning notices, and follow them. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.
3. You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be a person available who has had first-aid training.
4. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

This statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligations which you or we must meet.

© 2015 EIDO Healthcare Limited

This is the Health Commitment Statement, by signing this statement you confirm that you accept and agree.

Sign to agree to the Health Commitment Statement

______________________________