The University of Nottingham Sport & Fitness Membership - Terms and Conditions

Definitions
"UoN" and "The University" means the University of Nottingham
"Member" means the person named on the Membership Form;
"Facilities" means the sports centre at University Park, the sports centre Jubilee Campus, The sports centre Sutton Bonington Campus, The University Swimming Pool, The Kings Meadow Campus fitness Suite, Highfields Sports Grounds, the Riverside Sports Complex, The University Park Fitness Centre, the University Boat House
"UoN Sports Clubs" Means those clubs affiliated by the University Sports Department and the University Students Union
The headings in these terms are for convenience only and shall not affect their interpretation.

The Membership
1. The Sport and Fitness Membership permits use of sports and fitness facilities and participation in aerobics and fitness classes where stated
2. The UoN Sport membership is available to current part-time and full-time undergraduate and postgraduate students of the University of Nottingham, University of Nottingham Alumni, employees of the Queen's Medical Centre, the Nottingham Science Park and staff employed by University tenants on campus.
3. The Staff Sport & Fitness membership is available to staff on University of Nottingham payroll only.
4. The Public Sport & Fitness membership applies to any member of the general public aged 16 or over.
5. Proof of identity (e.g. staff / student ID card, Graduation Certificate, driver’s license, utility bill) may be requested at the time of purchase of the membership.
6. All memberships are valid from the date the member chooses and will be valid until the date stated on the University of Nottingham sport web site.
7. Membership is strictly non-transferable and cannot be suspended, frozen or resold to a third party.
8. Membership may be terminated in cases where cards are deliberately given over to the use of a non-member.
9. UoN ID card/membership card must be shown, upon reasonable request, to any member of the UoN Sport & Physical Recreation Department.
10. The UoN Sports department recommends that all new members receive an induction and/or seek advice regarding the safe use of equipment from a member of staff prior to beginning a programme of gym based exercise. Inductions to the fitness/gym facilities are FREE of charge to all members and can be booked via telephone or at any of the sports centre reception desks.

Sports Clubs
11. UoN Sports club codes of practice are available from the Students Union and club officials. Members will receive club codes of practice upon joining of a sports club.
12. UoN sports club members who are deemed by the club or UoN to be acting in an inappropriate or irresponsible manner, or ignoring the code of practice or the University of Nottingham terms and conditions, may be subject to disciplinary measures by the club, UoN or relevant National Governing Body.
13. Members participating in UoN Sports Club activities must act in accordance with the following statement and with the appropriate sports club codes of practice relevant to the activities of each club: “It is the responsibility of the individual to inform the sports club committee/captain/coach/trip organiser, of
any relevant medical conditions or previous injuries they should be aware of which may affect their safe
department and rescue services may not always be available. It is the responsibility of each member to ensure they fully understand the exact nature of each activity undertaken, the risks involved, skill levels required and the equipment needed for safe participation. Members should never participate in an activity where they are unsure of any of the above aspects. It is the responsibility of each member to notify next of kin of the desire to participate in the sport prior to engagement”

Sports and Fitness Facility use (Facility use)
14. Facility use is Subject to the rules, regulations and local bylaws in force. UoN reserves the right to deny use of the sports and fitness facilities where members do not comply with the above.

Limitation of Liability
15. In consideration of UoN offering use of the sports and fitness facilities, 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

Reservations/ Bookings
16. Reservations for courts and/or services may be made up to 7 days in advance.
17. A minimum of 2 hours’ notice is required to cancel a booking. The University reserves the right to refuse bookings to customers that consistently fail to honour appointments

Conduct
18. 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 the equipment or facilities of the University.
19. Any Damage to UoN property shall be paid for in full by any member who wilfully or negligently causes such damage.
20. Disorderly, rude or offensive behaviour will result in refusal of entry into UoN sports and fitness facilities.
21. No member shall bring intoxicating liquor into the facilities, or attempt to use the facilities whilst under the influence of alcohol, narcotics or other mood altering substances. Smoking is not permitted within the sports and fitness facilities.
22. Members use the facilities at their own risk; UoN does not accept responsibility for any harm or injury to any customer unless caused by employees or agents of the University.
23. Cars parked on the UoN campus are left at the owners risk. The University will accept no liability for loss or damage thereof unless caused by employees or agents of the University.

Dress
24. Appropriate clean clothing and shoes must be worn at all times with the sports and fitness facilities. Minimum dress whilst engaging in activities are shorts, singlet/t shirt and training shoes. Denim, flip flops/bare feet are not permitted.

Physical condition.
25. The member warrants that he/she is in suitable physical health to undertake their chosen activity and knows of no medical or other reason why he/she is incapable of engaging in active or passive exercise and that such exercise would not be detrimental to health, safety, comfort or physical condition.
26. The member shall not use any UoN facilities whilst suffering from any infectious or contagious illness, disease or whilst suffering from any other ailment such as open cuts, or where there is a risk that use of the facilities may be detrimental to the health, safety or comfort of other users.

**Refunds and cancellation**

27. The Member shall have the right to terminate the Contract during the period of seven working days following the date on which the contract was formed. To terminate the Contract in accordance with this clause, the Member must give to the University notice in writing of such termination.

28. Refunds will only normally be considered in circumstances where services are withdrawn for periods of 1 week or more, or in cases of continuing debilitating or serious illness where it can be demonstrated that exercise may be detrimental.

29. Refunds will not be given in relation to changes in personal circumstances or preference.

30. Refunds will not be given in cases of voluntary cancellation by the customer at any time except where UoN is in breach of contract.

**Other**

31. The UoN Sport Department reserves the right to close the facilities and fitness suites or withdraw any activity, facility or programme without notice should it be necessary due to unforeseen circumstances or poor attendance, or to adjust the hours of opening for the purposes of maintenance, decoration, repair or other legitimate business of the University.

   Where possible, a minimum of 24 hours notice will be given.

32. The failure of the University to enforce any of their respective rights at any time and for any period shall not be construed as a waiver of such rights.

33. Members may not sub-let or hire out facilities for the purposes of coaching or tournaments of any kind.

34. The University shall not be liable to the Member or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the University's obligations in relation to the Service, if the delay or failure was due to any cause beyond the University's reasonable control.

35. The University may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Service without any liability to the Member.

36. Under no circumstances must the membership card be used by anyone other than the member. The card may be confiscated and will result in withdrawal of booking and admission privileges for a period of two weeks. A second offence may incur cancellation of sports facilities membership.

I HAVE READ AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF MEMBERSHIP

Print Name_____________________________________________________________

Signed_________________________________________________________________

Date__________________________________________________________________