The University of Nottingham processes your personal data.

The University will process your personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Our privacy notice is issued in accordance with the UK GDPR Articles 13 and 14.

The University of Nottingham is registered as a Data Controller under the Data Protection Act 2018 (registration No. Z6554762). One of our responsibilities as a data controller is to be transparent in our processing of your personal data and to tell you about the different ways in which we collect and use your personal data. We may update our Privacy Notices at any time. The current version of all of our Privacy Notices can be found below, and we encourage you to check back here regularly to review any changes. https://www.nottingham.ac.uk/utilities/privacy

The Membership

1. The University of Nottingham (“UoN”) Sport & Fitness Membership provides access to all indoor courts, squash courts, outdoor tennis courts, sneaker room, climbing wall, fitness suites at the University’s campuses including the University swimming pool (each “UoN Sports Facility” and together the “UoN Sports Facilities”) and allows participation in all Group Exercise classes.
2. The UoN Sport & Fitness Membership does not provide general access to the Sports Injury Clinic, High Performance Zone, Health and Wellbeing Suite and Artificial Pitches.
3. The UoN Sport & Fitness Membership is strictly non-transferable and cannot be suspended, frozen or resold to a third party, except as may be provided in these terms and conditions.
4. A UoN student ID card will be required at the time of joining as proof of identity. The student ID card will also act as the membership card when booking and/or accessing UoN Sports Facilities.
5. The UoN student ID card must be shown, upon reasonable request, to any member of UoN Sport Staff.
6. The UoN Sport & Fitness Membership is free from 1 September 2022 (or from any date purchased thereafter) until 30 June 2024.
7. The UoN Sport & Fitness One Semester Membership is available to students studying at UoN for one semester ONLY and upon proof of status. The One Semester Membership is valid from the 1 September 2023 - 31 January 2024.
8. It is prohibited to exchange or loan out your student ID card for the purposes of allowing others to access UoN Sports Facilities 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 time all membership privileges will be suspended. A second offence may result in termination of membership.
9. Access to UoN Sports Facilities is granted to members in possession of a valid UoN student ID card only. Where members fail to present a valid ID card upon arrival on more than three occasions within the period of one calendar month, they may incur a 14-day ban, during which time all membership privileges will be suspended.
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, or first visit. All photographs are stored digitally within the UoN Sport & Fitness membership system and will not be reproduced, shared or printed without prior permission from the member.

Cancellation

11. Refunds will not be given in relation to changes in personal circumstances or preference or where the UoN Sport & Fitness Membership is included as part of the Halls License Agreement.
12. UoN Sport & Fitness Memberships 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 of time 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 https://www.nottingham.ac.uk/sport/membership/sport-facility-cancellation-request.aspx, alternatively, members may cancel by calling 0115 7487000 or emailing sportsnottingham@uonnotts.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) of the member withdrawing from his/her studies at the UoN; (c) where UoN fails to perform its obligations under these terms and conditions (other than in the circumstances set out in paragraph 22) in any material way and does not correct or fix the situation within 14 days of the member asking UoN to do so; or (d) where UoN makes a material change to these terms and conditions to a member’s material detriment.
14. Refunds will not be given in cases of voluntary cancellation by the student at any time after the expiry of the Cancellation Period except where a refund is given in the circumstances described in paragraph 13 above.
15. 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 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 Sport and Fitness Facilities

16. UoN recommends that all new members receive an induction and/or seek advice regarding the safe use of equipment from a member of UoN Sport Staff prior to beginning a programme of gym-based exercise. Inductions to the fitness/gym facilities are FREE of charge to all members; additional services may be chargeable. Full details can be found at: https://www.nottingham.ac.uk/sport/gym

17. Members wishing to access the UoN Climbing wall are required to register prior to first use to determine competency level. Registration is £5.00 and can be undertaken without appointment at the David Ross Sports Village reception desk. Where a member is unable to complete the registration for use of the climbing wall they will be required to attend a Learn to Climb session, for which an additional charge will be levied. Full details can be found at: http://www.nottingham.ac.uk/sport/climb

18. When using UoN Sport Facilities, all members must abide by the etiquette, which is displayed in the relevant sport facility

19. Appropriate clean clothing and shoes must be worn at all times when using UoN Sport Facilities. Minimum dress whilst engaging in activities are shorts, singlet, t-shirt and training shoes. Denim, flip flops/bare feet are not permitted and if worn, UoN reserves the right to oblige the member to leave the relevant UoN Sport Facility.

20. Personal items including clothing and bags must be left in the lockers provided in the designated areas.

21. UoN will use its reasonable endeavours to ensure that the UoN Sports Facilities are available during the times permitted by your UoN Sport Membership. However the University reserves the right to prevent access to the UoN Sports Facilities 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 the UoN’s reasonable opinion, are necessary to protect the 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 (and where an event outside of the 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.

UoN Sport Clubs (only applicable if member is also joining a UoN Sport Club)

22. All UoN Sport Clubs members must hold a current UoN Sport & Fitness Membership in order to access sporting facilities on and off campus and take part in BUCS competitions.

23. An additional club specific fee may apply in order to join and participate in each individual club activity.

24. The UoN Sport clubs codes of practice are available from the Student’s Union and club officials.

25. Members will receive club codes of practice upon joining of a sports club.

26. UoN Sport Clubs members who are deemed by the club or the UoN to be acting in an inappropriate or irresponsible manner, or ignoring the code of practice or the UoN terms and conditions, may be subject to disciplinary measures by the club, the UoN or relevant National Governing Body.

27. Members participating in UoN Sport Clubs 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 participation in sport. Sport clubs membership may require submission of a medical clearance which incurs an average element of risk, in an environment where professional medical 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 they are undertaking, the risks involved, skill levels required and the equipment needed for safe participation.”

Reservations/Bookings

28. Reservations for group exercise classes may be made up to 3 days in advance.

29. Members will not be charged a fee for reserving courts or classes.

30. A minimum of 3 bookings may be made by the member within any 24 hour period

31. Members who fail to arrive for a reservation/bookings and/or to provide the required cancellation notice on 3 occasions within a 30 day period will incur a 7 day suspension of booking rights and will not be able to book courts or classes for a period of 7 days (or from any date purchased thereafter) until 30 June 2024.

32. Should you arrive late to your reservation, and after a reasonable amount of time has elapsed, it may be assumed that attendance is unlikely, in which case your court/spaces/place may be offered to others.

33. UoN reserves the right to refuse bookings to customers that consistently fail to honour their bookings.

34. UoN reserves the right to change reservation and cancellation notice periods as well reserve the right to implement booking bans and charges. Notice in advance will be given to all members where changes to reservation and booking policies are made.

35. 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.

36. Availability of facilities in relation to reservations for course/activities may be made up to 7 days in advance, including the general use of the UoN swimming pool, are applicable to times not required by the UoN sports club timetable only.

37. 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 significant change of availability of UoN sports facilities.

38. A reduced Group Exercise timetable will operate during university holidays, graduation and exam periods. A list of all Group Exercise classes can be found at http://www.nottingham.ac.uk/sport/healthandfitness/fitnessclasses
Use and Redemption of Financial Credits

Financial Credits may be given or awarded to any member relating to cancellation of activities, such as in the case of timely cancellation of activities due to customer illness, or accepted return of purchased items. All credits will be retained within the member record for a period of 6 months and can be redeemed against activities or goods sold or offered by the University Sports Department up to the full value of the credit at any time throughout that period. Credits will be removed from member account 6 months from the date of award and are not redeemable after this period.

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.

Disorderly, rude or offensive behaviour may result in refusal of entry into UoN Sports Facilities, all sport and fitness memberships will be automatically frozen and re-activated when the UK government or appropriate UK authorities declares an epidemic, or an epidemic or Pandemic.

The health and wellbeing of our members, visitors and staff is taken very seriously. Members are required to adhere to all user guidelines and observe all safety measures that are in place. Failure to do so will be considered a serious breach of these terms and conditions.

Other Material Terms

The failure of UoN to enforce any of its respective rights at any time and for any period shall not be construed as a waiver of such rights.

Members may not assign their rights and obligations under these terms and conditions to another person.

UoN shall not be liable to the Member or be deemed to be in breach of these terms or its negligence. 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 photo's please advise a member of the team.

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 sport and fitness facilities. By signing these terms and conditions, you confirm that you accept and agree to be bound by these terms and conditions.

Sign below to agree to the membership terms and conditions.

Print Name
Date

Health Commitment Statement

We are dedicated to helping you take every opportunity to enjoy the equipment and facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of each other.

Relating to COVID-19 (coronavirus)

These guidelines are aimed at reducing the risk of spreading coronavirus.

1. Do not enter the gym if you or anyone in your household has coronavirus symptoms.
2. By entering the gym you accept that even though we have put in place the government guidelines, you are still at risk of getting coronavirus. Make yourself aware of the government guidelines published online at www.gov.uk about protecting yourself and others from coronavirus, and follow them.
3. Make yourself aware of the changes we have made and any rules we ask you to follow, and follow them.

Relating to Exercise

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.

We will provide you with information about these changes, including any rules that we consider to be your own abilities.

We will put in place the government guidelines published online at www.gov.uk. These guidelines are aimed at reducing the risk of spreading coronavirus.

We will carry out a risk assessment and make changes to manage social distancing and provide effective infection control.

We will provide you with information about these changes, including any rules that we ask you to follow.

Your Commitment to us and other gym users

1. Do 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. Make yourself aware of any rules and instructions, including warning notices, and follow them. Exercise carries its own risks. When you are exercising, you are responsible for the risks involved. You should not carry out any activities which you have been told are not suitable for you.
3. Let us know immediately if our equipment or facilities are unsafe to use or 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, follow any reasonable instructions to allow you to exercise safely.

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

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

Sign below to agree to the Health Commitment Statement.