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

The University of Nottingham is registered as a Data Controller under the Data Protection act 1998 (registration No. 25564762). 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 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

1. The University of Nottingham (“UoN”) Sport & Fitness Membership provides access to a wide range of sports courts, outdoor court and athletics tracks, indoor rooms, climbing wall, fitness classes at the University’s campuses including the University swimming pool (each: “UoN Sports Facility” and together the “UoN Sports Facilities”) and facilities at the Kings Meadow Fitness Suite.

2. The UoN Sport & Fitness Membership does not provide general access to the Sports Injury Clinic, High Performance Zone, Health and Wellbeing Suite, Artificial Pitches and the Kings Meadow Fitness Suite.

3. The UoN Sport & Fitness Membership is available to all UoN Alumni & Associate’s and details of the membership fees payable can be found at https://www.nottingham.ac.uk/sport/membership/alumsportmemberships.aspx. Details of Alumni & Associate status will be required when registering. UoN Sport Membership card will be issued to you at the time of joining.

4. The UoN Sport & Fitness Membership provides free access to any UoN Alumni & Associates to designated areas. Full details can be found at: https://www.nottingham.ac.uk/sport/gym/gym.aspx

5. Membership is strictly non-transferable and cannot be suspended, frozen or resolved. Memberships may be suspended in these terms and conditions.

6. The UoN Alumni & Associate Membership card must be shown, upon reasonable request, to any member of UoN Sport staff.

7. The UoN Sport & Fitness Membership can be paid in full and is valid from the date of purchase for 12 months.

8. The UoN Sport & Fitness Membership can be paid in monthly instalments via direct debit. This is a rolling, continuous membership agreement and fees shall be collected on the last day of each month via direct debit. The membership can be cancelled at any time by the member, providing one full calendar months’ notice in writing.

9. The member is liable to pay all membership fees due irrespective of actual usage of sports facilities.

10. The UoN reserves the right to suspend all membership privileges for non-payment or late payment of direct debit fees until such a time as payments are brought up to date. In such circumstances, the member shall be liable to pay all outstanding fees. The UoN may draw membership for repeated or prolonged breach of this clause without prejudice to the UoN right to payment of outstanding membership fees.

11. It is prohibited to exchange or loan out your Alumni & Associate 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 a day breach during which time all membership privileges will be suspended. A second offence may result in termination of membership.

12. Access to UoN sports facilities is granted to members in possession of a valid UoN alumni or associate membership card only. Members will be refused facility access or asked to purchase a membership card for a £5 fee.

13. 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 available to the member or any third party, except as may be provided in these terms and conditions. Reserved Facilities are FREE of charge to all members; additional services may be chargeable. Full details can be found at: http://www.nottingham.ac.uk/sport/climb/climbing-wall.aspx

14. UoN Alumni & Associate’s may purchase a UoN Sport & Fitness Membership by paying the 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.

15. 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 be the membership fee paid less 10% of the membership fee. This amount 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. An online 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.

16. 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 the member is unable to engage in the fitness activities); (b) where UoN fails to perform its obligations under these terms and conditions (other than in the circumstances set out in paragraph (24) 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.

17. Refunds will not be given in relation to changes in personal circumstances or preference. Refunds will not be given in cases of voluntary cancellations by the member at any time after the expiry of the Cancellation Period except where a refund is given in the circumstances described in paragraph 16 above.

18. UoN reserves the right to take legal action against 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 information which is known to be false when applying for membership and the false declaration would have reasonably affected UoN’s decision to grant the member membership.

19. UoN recommends that all new members receive an induction and/or seek advice regarding the safe use of equipment from a member of UoN Sports Staff prior to beginning a programme of activity. The UoN Sports Facilities and the 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/gym.aspx

20. Members wishing to access the UoN climbing wall are required to register prior to first use to determine competency level. Registration is free of charge and 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/climbing-wall.aspx

21. When using the UoN Sports Facilities, all members must abide by the etiquette which is displayed in the relevant sports centre.

22. Suitable clothing and shoes must be worn at all times when using the UoN Sports Facilities. Minimum dress whilst engaging in activities are shorts, singlet/singlet and training socks. Denim, flippers/flip flops are not permitted and if worn, UoN reserves the right to oblige the member to leave the relevant UoN Sports Facility.

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

24. UoN will use its reasonable endeavours to ensure that the UoN Sports Facilities are available during the time that they are booked by you. The UoN 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 during normal opening hours; (d) to prevent all or part 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.

Reservations/ Bookings

25. Reservations for classes may be made up to 3 days in advance of the relevant class.

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

27. A minimum of 1 hour’s notice is required to cancel a booking or reservation.

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

29. Members who fail to attend the reservation booking or fail to attend a registered class at the time of booking after 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 during such period. Should you wish to return your money, you may do so by writing to the UoN’s customer service department at the time of your suspension of booking rights.

30. UoN reserves the right to make reasonable changes to the UoN Sport’s club timetable throughout the year. Notice in advance will be given where this results in a significant change of availability of UoN sport facilities.

31. A reduced Group Exercise class timetable will operate during UoN’s study holidays, graduation and exam periods. A list of all Group Exercise classes can be found at: https://www.nottingham.ac.uk/sport/healthandfitness/fitnessclasses/index2.aspx.

Use and Redemption of Financial Credits

32. Financial Credits may be awarded or given to any member relating to cancellation of activities, such as in the case where a cancellation has been made due to customer illness. Unclaimed credits will be removed from member accounts 6 months from the date of award and are not redeemable after this time.

Limitation of Liability

33. 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 and conditions. UoN will not be liable for any loss or damage that is not foreseeable by UoN or a member.

34. Subject to paragraph 33 and 39, 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.

35. 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.
39. 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
40. Disorderly, rude or offensive behaviour may result in refusal of entry into UoN Sports Facilities and will constitute a serious breach of these terms and conditions.
41. 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.
42. No member shall bring intoxicating liquor into the facilities, anyone appearing to be under the influence of alcohol or drugs will be asked to leave the facility.
43. Smoking is not permitted within the UoN Sports Facilities.
44. 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.
45. Any damage to UoN property shall be paid for in full by any member who wilfully or negligently causes such damage.
46. 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.

Epidemic or Pandemic
47. The health and wellbeing of our members, visitors and staff is taken very seriously. In the event of an epidemic, pandemic or a public health emergency which results in the temporary closure of our facilities, all sport and fitness memberships will be automatically frozen and re-activated once facilities have re-opened. In such an event, all members will be sent direct email communications to advise of these updates and changes.
48. Members are required to adhere to all user guidelines and observe all safety measures that may be in place at any one time - including but not limited to additional pre-booking systems, reduced activity numbers and track and trace processes. Failure to do so will be considered a serious breach of these terms and conditions.

Other Material Terms
49. 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.
50. Members may not sub-let or hire out UoN Sports Facilities for the purposes of coaching or tournaments of any kind.
51. UoN shall not be liable to the Member or be deemed to be in breach of these terms and conditions by reason of any act or failure to perform, 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.
52. 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.
53. UoN may correct any typographical or other errors or omissions on the UoN’s website or other promotional materials relating to the UoN Sports Facilities at any time, provided such corrections do not materially affect a member’s rights or his/her membership.
54. The 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 please advise a member of the team.
55. 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.
56. Members may not assign their rights and obligations under these terms and conditions to another person.
57. This contract is between the member and UoN. No other person shall have any right to enforce any of these terms and conditions.
58. These terms and conditions are governed by English law. The 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 Sports & 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.

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Print Name
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Date
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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)
Coronavirus is highly contagious (it spreads easily). Your health and the health of other gym users is your responsibility.

Our Commitment to you
1. 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.
2. We will carry out a risk assessment and make changes to manage social distancing and provide effective infection control.
3. 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 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
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 take reasonable steps to make sure that our equipment and facilities are clean and safe for you to use and enjoy for the normal purpose they were intended for. Bear in mind that we are not able to clean or inspect equipment and facilities after each use.
3. We will take reasonable steps to make sure that our staff are qualified to the fitness industry standards set by the Chartered Institute for the Management of Sport and Physical Activity.
4. If you tell us 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. 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 statement is for guidance only. It is not a legally binding agreement between you and us and does not create or 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.

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