The University will process your personal data in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018. Our privacy notices are issued in accordance with the GDPR Articles 13 and 14. The University of Nottingham, University Park, Nottingham, NG7 2RD (0115 951 5515), is committed to protecting your personal data and informing you of your rights in relation to that data.

The University of Nottingham is registered as a Data Controller under the Data Protection Act 1998 (registration No. Z5554762). 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

1. The Membership
   a. The University of Nottingham ("UoN") Sport & Fitness Membership provides access to all indoor courts, squash courts, outdoor netball/tennis courts, snooker 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.
   b. The UoN Sport & Fitness Membership does not provide general access to the Sports Injury Clinic, High Performance Zone, Health and Wellbeing Suite and Artificial Pitch.
   c. The UoN Sport & Fitness Membership is available to all UoN Students and details of the membership fees payable can be found at https://www.nottingham.ac.uk/sport/membership/studentsportmembership.aspx. Membership fees must be paid in full before a UoN student is granted a UoN Sport & Fitness Membership. Membership fees cannot be paid in instalments. Should a student cease to be a student of UoN then their membership shall automatically cease.
   d. The UoN Sport & Fitness Membership is strictly non-transferable and cannot be suspended, frozen or resold to a third party.
   e. 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 Sport Facilities.
   f. The UoN student ID card must be shown, upon reasonable request, to any member of UoN Sport Staff.
   g. The UoN Sport & Fitness Membership is valid from the date of purchase until the 31st July 2020.
   h. The UoN Sport & Fitness One Semester Membership is available to students studying at UoN for the current term ONLY and upon proof of Matricus. The One Semester Membership is valid from the 1 August 2019 - 31 January 2020 or September 2019 - 31 January 2020.
   i. 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 card to be used by anyone other than the member(s) named 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.
   j. Access to UoN Sport 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 a period of one calendar month, they may incur a 14-day ban, during which time all membership privileges will be suspended.
   k. 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 UoN Sport & Fitness membership system and will not be reproduced, shared or printed without prior permission from the member.

2. Cancellation
   a. 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 http://www.nottingham.ac.uk/sport/membership/sport-facility-cancellation-request.aspx, alternatively, members may cancel by calling 0115 7487000 or emailing sport@nottingham.ac.uk.
   b. Cancellation and refund of membership fees after 14 days will 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 higher education study 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.

3. Use of University of Nottingham Sport and Fitness Facilities
   a. All UoN Sports Club members must hold a current UoN Sport & Fitness Membership in order to access sports facilities both on and off campus and/or take part in BUCS competition.
   b. The UoN Sports club codes of practice are available from the Student’s Union and club officials. Members will receive club codes of practice upon joining of a sports club.
   c. UoN Sport Clubs (only applicable if member is also joining a UoN Sport Club): All 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 UoN terms and conditions, may be subject to disciplinary measures by the club, the UoN or relevant National Governing Body.
   d. 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: "I take responsibility for my individual actions. I inform the sports club committee/captain/coach/trip organiser, of any relevant medical conditions or previous injuries which would be aware of which may affect their safe participation in sport. Sports club membership may require participation in activities which involve an above 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 undertaken, the risks involved, skills levels required and the equipment needed for safe participation".

Reservations/ Bookings
27. Reservations for group exercise classes may be made up to 7 days in advance.
28. Reservations for courts, snooker and other sports activities may be made up to 7 days in advance.
29. Members will not be charged a fee for reserving courts or classes.
30. A minimum of 2 hours’ notice is required to cancel a booking.
31. A maximum of 3 bookings may be made by the member within any 24 hour period.
32. 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 14 day reservation ban and will not be able to book courts or classes during such period.
33. UoN reserves the right to refuse bookings to customers that consistently fail to honour appointments.
34. Reservations and bookings are subject to availability and facilities may be unavailable on occasion due to a booking of major events and competitions by UoN.
35. Availability of facilities in relation to reservations for courts and activities made up to 7 days in advance, including the general use of the UoN swimming pool, are applicable to times not required by UoN for the benefit of the University.
36. UoN Sport Clubs (only applicable if member is also joining a UoN Sport Club): All 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 UoN terms and conditions, may be subject to disciplinary measures by the club, the UoN or relevant National Governing Body.
37. 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 https://www.nottingham.ac.uk/sport/healthandfitness/fitnessclasses.
Use and Redemption of Financial Credits

38. 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 accounts 6 months from the date of award and are not redeemable after this time.

Limitation of Liability

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

40. Subject to paragraph 39 and 41, the University'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.

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

42. Members agree that neither the University 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 University management, employees or agents.

Conduct

43. All members will be held accountable for their behaviour in accordance with the University Student Charter and the Code of Discipline for Students.

44. Disorderly, rude or offensive behaviour may result in refusal of entry into University Sports Facilities and will constitute a serious breach of these terms and conditions.

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

46. No member shall bring intoxicating liquor into the University, or any other 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.

47. Smoking is not permitted within the University Sports Facilities.

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

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

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

Other Material Terms

51. 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.

52. Members may not sub-let or hire out University Sports Facilities for the purposes of coaching or tournaments of any kind.

53. The University 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 University's obligations in relation to the service, if the delay or failure was due to any cause beyond the University's reasonable control.

54. 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.

55. The University may correct any typographical or other errors or omissions on the University's website or other promotional materials relating to the University Sports Facilities at any time, provided such corrections do not materially affect a member's rights or his/her membership.

56. The University 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.

57. The University 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.

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

59. This contract is between the member and the University. No other person shall have any right to enforce any of these terms and conditions.

60. These terms and conditions are governed by English law. University 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 University agrees to provide members with access to the University 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.

Health Commitment Statement

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. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.

4. If you have a disability, you must follow any reasonable instructions to allow you to use the facilities.

This 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.

nottingham.ac.uk/sport