The University of Nottingham processes your personal data

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

The University of Nottingham, University Park, Nottingham, NG7 2RD (0115 951 5151), 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. Z2565476). 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 continually 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 Corporate Membership provides access to David Ross Sports Village fitness suite, swimming pool and allows participation in Group Exercise classes at the David Ross Sports Village.
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 Corporate Sport & Fitness membership applies to Boots employees aged 16 or over.
4. The UoN Sport & Fitness Membership is strictly non-transferable and cannot be resold to a third party, except as may be provided in these terms and conditions.
5. The UoN Membership card must be shown upon reasonable request to any member of UoN staff, UoN security personnel or police officers.
6. All monthly membership fees shall be paid by direct debit and are payable in advance. This is a rolling, continuous membership agreement and fees shall be collected on the 1st of each month via direct debit. All annual membership fees are payable in full in advance by cash, cheque or debit/credit card.
7. Members who pay monthly by direct debit can cancel at any time by providing in writing one full calendar months' notice. The membership may be cancelled at any time by the member, providing one full calendar months' notice in writing.
8. The member is liable to pay all membership fees due, irrespective of actual usage of facilities.
9. The University reserves the right to suspend all membership privileges for reasons of non-payment or late payment of direct debit fees until such time as payments are brought up to date. In such circumstances, the member shall not be entitled to have access to the facilities. The UoN may withdraw membership for repeated or prolonged instances of non-payment of fees without prejudice to the University's right to payment of outstanding membership fees.
10. It is prohibited to exchange or loan out your UoN Membership card for the purposes of allowing others to use UoN Sport Facilities or for the purchase of goods sold or offered by the University Sports Department up to the full value of the card at any time throughout that period. Credit will be removed from member accounts 6 months from the date of award and are not redeemable after this time.

Limitation of Liability

34. 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.
35. Subject to paragraph 34 and 36, UoN's liability to compensate you is limited in any 12-month period immediately preceding the date of the act or omission giving rise to the claim.
36. UoN does not exclude or limit in any way its liability for death or personal injury caused by negligence of UoN personnel, employees or agents or for any other liability which cannot be excluded or limited by law.

Use and Redemption of Financial Credits

37. 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.

Reservations / Bookings

24. Reservations for classes may be made up to 3 days in advance of the relevant class.
25. Members will not be charged a fee for reserving classes.
26. A minimum of 24 hours' notice is required to cancel a booking or reservation.
27. Members who fail to arrive on 3 occasions within a 30 day period will incur a 14 day suspension ban and will be ineligible for sports facilities during that period.
28. UoN reserves the right to refuse bookings to customers who consistently fail to honour appointments.
29. 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.
30. 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 the UoN Club Timetable only.
31. 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 Sport Facilities.
32. 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/classindex2.aspx).

Cancellation

14. 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 portion of the membership and will not include the period of time prior to the cancellation request. Where 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 9515151, or emailing sport@nottingham.ac.uk.
15. 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 23) 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.
16. Refunds will not be given in relation to changes in personal circumstances or preference.
17. Refunds will not be given in cases of voluntary cancellation by the UoN Corporate Member at any time after the expiry of the Cancellation Period except where a refund is given in the circumstances described in paragraph 15 above.
18. UoN reserves the right to cancel a membership's membership: (a) the member commits a serious breach of these terms and conditions; (b) any part of the membership fee remains unpaid 30 days after it is due; or (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 Sport and Fitness Facilities

19. UoN recommends that all 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 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 on the UoN Sport and Fitness website.
20. When using the UoN Sports Facilities, all members must abide by the etiquette which is displayed in the relevant sports centre.
21. Appropriate cleats/shoes, suitable clothing and swim clothes must be worn at all times when using the UoN Sports 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 Sports Facility.
22. Personal items including clothing and all bags must be left in the lockers provided in the designated areas.
23. UoN will use its reasonable endeavours to ensure that the UoN Sports Facilities are available during the times permitted by your membership. However, 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 terms and conditions in a material respect or (b) in order to comply with health and safety regulations which, in the UoN's reasonable opinion, are necessary to protect UoN 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 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.

Financial Credit

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.

Conduct

39. 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.
40. 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.
41. 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.
42. Smoking is not permitted within the UoN Sports Facilities.
42. 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.

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

44. 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

45. The health and wellbeing of our members, visitors and staff is taken very seriously. In the event that the UK government or appropriate UK authorities declare 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 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

47. 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.

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

49. 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.

50. 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.

51. 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.

52. The UoN may employ photographers at certain times during the year, notifications will be sent direct email communications to advise of these updates and changes.

53. UoN may transfer its rights and obligations under these terms and conditions to another person.

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

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

56. 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.

Print Name

Date