



# Membership Terms & Conditions

## University of Nottingham (UoN) Sport & Fitness David Ross Sports Village Public

Office Use Only:

Date Sold:	Staff Initials:	Surname of member:
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### How 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 the 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. Z5654762). 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 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 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.
4. The UoN Public Membership card must be shown upon reasonable request to any member of UoN Sport Staff.
5. 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.
6. Members who pay monthly by direct debit can cancel at any time by providing in writing one full calendar months' notice. The membership can be cancelled at any time by the member, providing one full calendar months' notice in writing.
7. The member is liable to pay all membership fees due, irrespective of actual usage of facilities.
8. 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.
9. It is prohibited to exchange or loan out your UoN Public Membership 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 occurrence may result in termination of membership.
10. Access to UoN Sport Facilities is granted to members in possession of a valid UoN membership card only. Where members fail to present valid ID cards 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. Replacement cards can be purchased from the reception desk at a cost of £5.00.
11. 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 with the University booking system and will not be reproduced, shared or printed without prior permission from the member.
12. UoN Public members may sign up for a UoN Sport & Fitness Membership by paying their 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.

#### Cancellation

13. 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. 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](mailto:sport@nottingham.ac.uk).
14. 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 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 (c) where UoN makes a material change to these terms and conditions to a member's material detriment.

15. Refunds will not be given in relation to changes in personal circumstances or preference.
16. Refunds will not be given in cases of voluntary cancellation by the UoN Public Member at any time after the expiry of the Cancellation Period except where a refund is given in the circumstances described in paragraph 14 above.
17. 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

18. 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 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/gym.aspx>
19. When using the UoN Sports Facilities, all members must abide by the etiquette which is displayed in the relevant sports centre.
20. Appropriate clean clothing and shoes 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.
21. Personal items including clothing and all bags must be left in the lockers provided in the designated areas.
22. 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 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; (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.

#### Reservations/ Bookings

23. Reservations for classes may be made up to 3 days in advance.
24. Members will not be charged a fee for reserving courts or classes.
25. A minimum of 2 hours' notice is required to cancel a booking or reservation.
26. A maximum of 3 bookings may be made by the member within any 24 hour period
27. Members who fail to arrive 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.
28. The University reserves the right to refuse bookings to customers that 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 sports 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 sports 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/fitnessclasses/index2.aspx>).

#### Use and Redemption of Financial Credits

33. 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

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 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.
36. 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.
37. 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

38. 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.
39. 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.
40. 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.
41. 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 declares 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.
46. 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 displayed at this time, if you do not wish to be included in any photo's please advise a member of the team.
53. 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.
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.

X.....

**Print Name** X.....

**Date** X.....

# **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](http://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](http://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 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.

X.....