The University of Nottingham Sport & Fitness Membership provides access to all indoor courts, squash courts, outdoor tennis courts, sauna 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”).

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

2. The UoN Sport & Fitness Membership is available to all UoN Staff and details of the membership fees payable can be found at https://www.nottingham.ac.uk/sport/membership/staffsport-membership.aspx.

3. The UoN Sport & Fitness Membership is available to members who are UoN staff, employees and agents. The membership is non-transferable and cannot be resold to a third party, except as may be provided in these terms and conditions.

4. A UoN staff ID card will be required at the time of joining as proof of identity. The staff ID card will also act as the membership card when booking and accessing UoN Sports Facilities.

5. The UoN Sport & Fitness Membership can be paid via Salary. The options for this are available below: UoN Salary Deduction Monthly/Annual is paid via salary deduction; the annual or monthly payment is taken from salary after tax and national insurance contributions. Where applicable, the deduction will be via monthly direct debit and will be deducted from your salary at the same time each month. If opting for a Staff Salary Deduction Annual Membership and your contract at the UoN ends, your UoN Sport & Fitness Membership will continue.

6. 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.

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

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. Members who fail to arrive for a reservation/booking and/or to provide the required cancellation notice on three occasions within a 12 month period will incur a 14 day ban.

9. 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.

10. Access to the UoN Sport Facilities is granted to members in possession of a valid UoN staff ID card only. Where members fail to present valid ID cards upon arrival 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.

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 electronically within the University but may be used for bookkeeping purposes. Photographs will not be reproduced, shared or printed without prior permission from the member.

12. The UoN staff may purchase 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.

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 an appropriate percentage of the membership fee which 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 https://www.nottingham.ac.uk/sport/membership/membership-cancellation-request.aspx, alternatively, members may cancel by calling or emailing 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 13 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 staff 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 the UoN Sport & Fitness 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.

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 Sport Staff prior to beginning a programme of gym-based exercise. Information about fitness facilities and services are free of charge to all members; additional services may be chargeable.

19. Members wishing to access the UoN climbing wall are required to register prior to first use. Instructions based on the Registration Form: please ensure that you are in contact with the UoN Sport Staff. 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. Information about fitness facilities and services are free of charge to all members; additional services may be chargeable.

20. Full details can be found at: https://www.nottingham.ac.uk/sport/gym/gym.aspx.

21. Members will be charged on a pro-rata basis.

22. The UoN Sport & Fitness Membership is available to members who are UoN staff, employees and agents. The membership is non-transferable and cannot be resold to a third party, except as may be provided in these terms and conditions.

23. A UoN staff ID card will be required at the time of joining as proof of identity. The staff ID card will also act as the membership card when booking and accessing UoN Sports Facilities.

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

25. Members who fail to arrive for a reservation/booking and/or to provide the required cancellation notice on three occasions within a 12 month period will incur a 14 day ban.

26. UoN reserves the right to refuse bookings to members that consistently fail to honour appointments.

27. 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.

28. Availability of facilities in relation to reservations for courts and activities made available 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.

29. 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.

30. 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/health/fitness/classes/index2.aspx.

31. Use and Redemption of Financial Credits

32. 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.

33. 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 above, any 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 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.

38. The University of Nottingham is registered as a Data Controller under the Data Protection act 1998 (registration No. Z25564762). 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 Notice at any time. The current version of all of our Privacy Notices can be found, and we encourage you to check back here regularly to review any changes: https://www.nottingham.ac.uk/utilities/privacy.
**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.**
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 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.

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### Conduct

- 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.
- 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.
- 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.
- 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.
- Any damage to UoN property shall be paid for in full by any member who wilfully or negligently causes such damage.
- 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.
- Smoking is not permitted within the UoN Sports Facilities.
- Members may not assign their rights and obligations under these terms and conditions to another person.
- Members may not sub-let or hire out UoN Sports Facilities for the purposes of coaching or tournaments of any kind.
- 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/its membership.
- 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.
- UoN may transfer its rights and obligations under these terms and conditions to another person.
- UoN may provide information about these changes, including any rules that we ask you to follow.

### Other Material Terms

1. 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.
2. Members may not sub-let or hire out UoN Sports Facilities for the purposes of coaching or tournaments of any kind.
3. 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.
4. 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, the validity, enforceability of the other provisions of these terms and conditions shall not be affected.
5. 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/its membership.
6. 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.
7. 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.
8. Members may not assign their rights and obligations under these terms and conditions to another person.
9. This contract is between the member and UoN. No other person shall have any right to enforce any of these terms and conditions.
10. 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.

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**Print Name**

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**Date**

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