University of Nottingham (UoN) Sport & Fitness

Use of the University of Nottingham processes your personal data.

The University will process your personal data in accordance with the General Data Protection Regulation 2016 (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 will 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 sports courts, squash courts, outdoor tennis courts, snorkel 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.

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 Pitch facilities.

3. 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/sport-facility-cancellation-conditions.html

4. Membership fees cannot be paid in instalments. Should a student cease to be a student of UoN then their membership will automatically cease.

5. The UoN Sport & Fitness Membership is strictly non-transferable and cannot be allowed to others to access UoN Sports Facilities and is a breach of these terms and conditions.

6. 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 Sports Facilities.

7. The UoN Sport & Fitness Membership allows access to 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 refuse access to UoN Sports Facilities.

8. All UoN Sport & Fitness Members are required to abide by the etiquette, which is displayed in the relevant sports facility.

9. Access to UoN sports facilities is granted to members in possession of a valid UoN membership card or Student/staff ID card only. Where members fail to present their card upon arrival on three occasions within a period of each academic term, membership will be refused to access or asked to purchase a membership card for a £5 fee.

10. 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.

11. 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.

12. 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) of the member withdrawing from his/her studies 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 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.

13. Refunds will not be given in relation to changes in personal circumstances or preference.

14. Refunds will not be given in cases of voluntary cancellation by the student at any time after the expiry of the Cancellation Period except where a refund is given in the circumstances described in paragraph 13 above.

15. UoN reserves the right to cancel a member’s membership if: (a) the member commits a serious breach of these terms and conditions; (b) the member 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.

16. Use of University of Nottingham Sport and Fitness Facilities

16.1 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 members; additional services may be chargeable.

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

16.3 Bookings can be made by calling 0115 7487000 or in person at the sports centre reception or fitness suite of your choice.

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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, goods sold or offered by the 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 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 or negligence. UoN will not be responsible for any loss or damage that is not foreseeable by UoN or a member.

40. Subject to paragraph 39 and 41, 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.

41. 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.

42. Members agree that neither UoN nor its employees shall be liable for any loss, damage or theft of or to property belonging to, or brought up to the premises by a member, occurring within the facilities unless caused by negligence of UoN management, employees or agents.

Conduct

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

44. 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.

45. Members must use all facilities and equipment in accordance with advice given by employees of the UoN Sport Department and notice 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 facilities, anyone appearing to be under the influence of alcohol and/or drugs will be asked to leave the facility.

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

48. 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.

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

50. 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

51. 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 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.

52. 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

53. 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.

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

55. 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.

56. 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.

57. 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 obligations under membership.

58. 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.

59. 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.

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

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

62. These terms and conditions are governed by English law. 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.

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 the Universities 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 obliges 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.