



Membership Terms & Conditions

UoN Pay As You Go - 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) Pay As You Go Membership provides access at an additional charge to all indoor courts, squash courts, outdoor courts, snooker room, climbing wall, fitness suites, group exercise classes, swimming pool and the health and wellbeing suite.
2. The Pay As You Go Membership does not provide access to the High Performance Zone.
3. Pay As You Go Membership is strictly non-transferable and cannot be suspended, frozen or resold to a third party, except as may be provided in these terms and conditions.
4. All Pay As You Go members will need to complete a membership application form either online or in person and sign our health commitment statement prior to using the facilities. A membership access card shall be assigned on your first visit and shall be required when accessing the facilities.
5. The Pay As You Go membership shall be valid from the date of purchase for 12 months.
6. It is prohibited to exchange or loan out your membership access card for the purposes of allowing others to access UoN sport 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 offence may result in termination of membership.
7. Access to UoN sport 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, members will be refused facility access or asked to purchase a membership card for a £5 fee.
8. 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.

Use of University of Nottingham Sport Facilities

9. 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. Additional services may be chargeable. Full details can be found at: <https://www.nottingham.ac.uk/sport/gym>.
10. Bookings can be made online, in person at a sports centre reception of your choice or by calling 0115 7487000.
11. Where a member is unable to complete the registration for use of the climbing wall they will be required to attend a 'Learn to Climb' session, for which an additional charge will be levied. Full details can be found at: <http://www.nottingham.ac.uk/sport/climb>.
12. When using UoN Sports Facilities, all members must abide by the etiquette and customer guidelines displayed in the relevant sports facility.
13. Appropriate clean clothing and shoes must be worn at all times when using 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.
14. If you have hired an artificial pitch, please note footwear guidance displayed here.
15. Personal items including clothing and all bags must be left in the lockers provided in the designated areas.
16. UoN will use its reasonable end to ensure that the UoN Sports Facilities are available during the times permitted by your Pay As You Go membership. However UoN reserves the right to prevent access to the UoN Sports Facilities in the following circumstances: (a) in the event that a pay as you go 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 reduce opening times.

Reservations/ Bookings

17. Indoor courts, squash courts, outdoor courts, snooker room, climbing wall, group exercise classes, swimming pool, 3G pitches and sand dressed pitches, and the health and wellbeing suite can be booked on a pay-as-you-go basis
18. Your Pay As You Go Membership also entitles you to use the fitness suites on a pay-as-you-go basis, however, pre-booking is not required for this facility.
19. Payment for all pay-as-you-go activities will be required at the time of booking or at main reception at time of visit for the fitness suites
20. Reservations for activity sessions - indoor courts, squash court, outdoor courts, snooker room, climbing wall, group exercise classes, swimming pool and health suite can be booked 3 days in advance.
21. Reservations for group exercise classes can be booked 3 days in advance. All customers can book 3G and sand dressed artificial pitches directly at an additional charge up to 21 days in advance with our reception team. If booking 3G pitches and sand dressed pitches for an official fixture match, a minimum of a 2 hours is required, if outdoor changing facilities are required please make this known at the time of your booking. Spectators will not be permitted on pitch side however can watch from the outdoor spectators balcony.
22. All customers can book the sports injury clinic by contacting -0115 9487070. These services are an additional charge.
23. Pay As You Go members who fail to arrive for a reservation booking and or to provide the required cancellation notice will forfeit their payment and no refund shall be issued.
24. Pay As You Go members who cancel reservation booking within the cancellation period shall receive a credit note.
A minimum of 1 hours' notice is required to cancel a pay-as-you-go booking.
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 3 occasions within a 30-day period will incur a 7-day suspension of booking rights and will not be able to book activity sessions during such period. Should you arrive late to your reservation, and after a reasonable amount of time has elapsed, it may be assumed that attendance is unlikely, in which case your space/place may be offered to others.
26. UoN reserves the right to refuse bookings to customers that consistently fail to honour appointments.
27. UoN reserves the right to change reservation and cancellation notice periods as well as reserve the right to implement booking bans and charges. Notice in advance will be given to all members where changes to reservations and booking policies are made.
28. 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. Please also note, that from time to time, your start time for your booking may be slightly delayed due to activity changeover and set-up. 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>.
29. Bookings are not transferable.
30. **Use and Redemption of Financial Credits**
31. 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.
32. **Limitation of Liability**
33. If UoN fails to comply with these terms and conditions, UoN will only be responsible to Pay As You Go 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.
34. 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.
35. 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.
36. **Conduct**
37. 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.
38. 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.
39. Smoking is not permitted within the UoN Sports Facilities.
40. 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.
41. Any damage to UoN property shall be paid for in full by any member who willfully or negligently causes such damage.
42. 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 UN.
43. 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.
44. 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

- 45. 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.
- 46. Members may not sub-let or hire out UoN Sports Facilities for the purposes of coaching or tournaments of any kind.
- 47. 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.
- 48. 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.
- 49. 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.
- 50. 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.
- 51. 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.
- 52. Members may not assign their rights and obligations under these terms and conditions to another person.
- 53. This contract is between the member and UoN. No other person shall have any right to enforce any of these terms and conditions.
- 54. 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.

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Print Name

Date

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 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 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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