

## **Nottingham Trent University Active Membership Terms and Conditions**

Nottingham Trent University, Lee Westwood Sports centre, Clifton Lane, Nottingham NG118NS Telephone 0115 8483219  
Nottingham Trent University, City Sports Centre, Shakespeare Street, Nottingham, NG1 4GH Telephone 0115 8484066

### **NTU Active Membership**

1. The NTU Active Membership permits use of all Nottingham Trent University ("NTU") sports and fitness facilities.
2. All NTU Active memberships that are paid up-front will expire on 31 August. The price of the Active Membership will reduce each term if paid in full.
3. The NTU Active Membership is available to current part-time and full-time undergraduate and postgraduate students of NTU as well as part-time and full-time staff at NTU (this does not include temporary staff, agency staff or contractors).
4. Public NTU Active Membership is available to any member of the general public aged 16 or over. Proof of identity (e.g. drivers license, passport) will be requested at the time of purchase of the Public NTU Active Membership.
5. The NTU Active Membership is valid from the day the application is submitted until the date stated on the application form/receipt.
6. Off peak NTU Active Membership allows access to NTU Sports facilities on Monday to Friday 7.00 am – 3.00 pm and any time at weekends only.
7. The NTU Active Membership is strictly non-transferable and cannot be suspended, frozen (except in accordance with point 32 below) or resold to a third party.
8. The NTU Active Membership will be suspended for one month by NTU Sport in cases where NTU ID cards/membership cards are deliberately given over to the use of a non-member.
9. NTU ID cards/membership cards must be shown to any member of NTU Sport staff upon request and failure to do so may result in refused entry.
10. Use of NTU Sports facilities is subject to all rules and regulations in force at the time. Members must abide by the code of conduct and etiquette notices displayed in all NTU Sports facilities. Failure to abide by the code of conduct and etiquette notices could result in NTU at its discretion denying use of the NTU Sports and fitness facilities for one month, or terminating your NTU Active Membership without refund.
11. The NTU Active Membership does not give you priority over any other Member or guarantee the availability of the NTU Sports facilities.
12. The Member warrants that he/she is in suitable physical health to undertake their chosen activity and knows of no medical or other reason why he/she is incapable of engaging in active or passive exercise and that such exercise would not be detrimental to their health, safety, comfort or physical condition.
13. The Member shall not use any NTU Sports facilities whilst suffering from any infectious or contagious illness, disease or whilst suffering from any other ailment such as open cuts, or where there is a risk that use of the NTU Sports facilities may be detrimental to the health, safety or comfort of other users.

### **Conduct**

14. Members must use all NTU Sports facilities and associated equipment in accordance with advice given by NTU Sport staff and in accordance with all notices suitably posted throughout the NTU Sports facilities. Members shall not abuse the equipment or any NTU Sport facilities.
15. Any damage to NTU property shall be paid for in full by any Member who wilfully or negligently causes such damage.
16. Disorderly, rude or offensive behaviour to staff or other users will result in refusal of entry into NTU Sports facilities and may result in termination of the NTU Active Membership without refund.
17. No Member shall bring intoxicating liquor into the NTU Sports facilities, or attempt to use NTU Sports facilities whilst under the influence of alcohol, narcotics or other mood altering substances. Smoking is not permitted within the NTU Sports facilities.
18. Members use the NTU Sports facilities at their own risk; NTU does not accept responsibility for any harm or injury to any Member unless caused by employees or agents of NTU.
19. **Dress:** Appropriate clean clothing and shoes must be worn at all times within all NTU Sports facilities. Minimum dress whilst engaging in activities are shorts, singlet/t-shirt and training shoes. Denim, flip-flops or training bare foot are not permitted.

### **NTU Sports Reservations/Bookings**

19. Reservations for courts and/or services may be made up to 7 days in advance (not including fitness classes) and may only be made for a total of 1 hour per booking. Public members can book 5 days in advance.
20. Consecutive bookings are not permitted and will be cancelled if they are booked by the same individual.
21. A minimum of 1 hours' notice is required to cancel a booking for courts and/or services including fitness classes. NTU reserves the right to refuse future booking requests from Members who consistently fail to honour bookings
22. Advanced bookings for fitness classes may be made up to 1 day in advance of the fitness class. NTU reserves the right to prevent advanced bookings from Members who consistently fail to attend fitness classes which they have booked in advance.

### **Payment of The NTU Active Membership**

23. You must pay the annual or monthly membership fee which will be determined by your chosen membership package.
24. The NTU Active Membership can be paid in one lump sum either on-line or in person via NTU Sport (subject to any offers advertised at the time you take up the NTU Active Membership), by Direct Debit (Students Only) or MyBenefits (Staff only).
25. Public NTU Active Memberships can be paid monthly or annually (not available on-line).

### **Payment of NTU Active Membership by Direct Debit**

26. If you choose to pay for your NTU Active Membership by Direct Debit you may be required to pay a pro-rata payment which covers the period up to the date of your first payment collection. This is calculated on a per day rate, calculated by the number of days until your first payment.
27. Monthly instalments will be due for payment by Direct Debit on either 1<sup>st</sup>, 8<sup>th</sup>, 15<sup>th</sup> or 25<sup>th</sup> of each month.
28. If NTU Sport or the bank/building society make a mistake with your Direct Debit Payment you can request a refund from your bank/building society.
29. NTU Sport may change the amount (or date) of your monthly payments. If there is to be any change to your monthly payment, NTU Sport will write to you at the email address provided on your NTU Active Membership at least 14 days prior to any such changes taking place. In the event that there are any problems with the revised date or amount you are advised to contact NTU Sport immediately.
30. Your Direct Debit payments shall remain payable unless and until you cancel your NTU Active Membership even if you do not use the NTU Sport facilities.
31. Direct Debit cancellations must be made via email to [dsp.sport@ntu.ac.uk](mailto:dsp.sport@ntu.ac.uk) and 1 month cancellation notice is required for all Direct Debit payments.
32. If you would like to freeze your direct debit membership from July to September, you can do this by emailing us on the address above.

### **Refunds and cancellation:**

**NOTE: Following the purchase of any membership (including three year) it is not possible to cancel this agreement except in the circumstances noted below:**

33. If you change your mind and no longer wish to take up (or renew) your NTU Active Membership you have the right to cancel your NTU Active Membership (in writing) within 14 days from the date of your application/renewal for NTU Active Membership for a full refund. Please note, this right to cancel your NTU Active Membership is not available if you have begun to use the NTU Sports facilities.
34. **Students Only:** If you have paid for your NTU Active Membership and do not subsequently take up your offer of a place at NTU, you may cancel your NTU Active Membership for a full refund (as long as you have not begun to use the NTU Sports facilities).
35. All other refunds will only be considered in circumstances where services are withdrawn for periods of 1 week or more, or in cases of continuing debilitating or serious illness where it can be demonstrated that exercise may be detrimental.
36. Refunds will not be given in relation to changes in personal circumstances or preference or in cases of voluntary cancellation by a Member at any time except where NTU is deemed to be in breach of contract.

### **Limitation of Liability**

37. In consideration of NTU offering use of the NTU Sports facilities, Members agree that neither NTU 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 NTU Sports facilities unless caused by negligence of NTU management, employees or agents.

### **General**

38. NTU Sport reserves the right to close the NTU Sport facilities or withdraw any activity, facility or programme without notice should it be necessary due to unforeseen circumstances or poor attendance, or to adjust the hours of opening for the purposes of maintenance, decoration, repair or other legitimate business of NTU. Where possible, a minimum of 24 hours' notice will be given.
39. The failure of NTU to enforce any of its respective rights at any time and for any period shall not be construed as a waiver of such rights.