

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 (not including International Memberships). The price of the Active Membership will reduce each term if paid in full.
3. International students who are studying at NTU for a short period of time may purchase an International Membership which is a 4-month membership based on course start and end date.
4. 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, staff family members, temporary staff, agency staff, contractors, alumni, general public and corporate partners.
5. Any member must be aged 16 or over to use the fitness facilities, and members under the age of 16 must only use the sports facilities when accompanied by an adult. Proof of identity (e.g. driver's license/passport) may be requested at the time of purchase of the NTU Active Membership
6. The NTU Active Membership is valid from the day the application is submitted until the date stated on the application form/receipt.
7. 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.
8. 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.
9. 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.
10. 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.
11. Members must abide by the code of conduct and etiquette notices displayed in all NTU Sports facilities. We reserve the right to make reasonable amendments to such codes and notices at any time. Failure to abide by the code of conduct and etiquette notices could result in NTU at its discretion denying the Member's use of the NTU Sports and fitness facilities for one month or terminating the Member's Active Membership without refund.
12. The NTU Active Membership does not give a Member priority over any other Member or guarantee the availability of the NTU Sports facilities.
13. 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.
14. 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

15. 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.
16. Any damage to NTU property shall be paid for in full by any Member who wilfully or negligently causes such damage.
17. 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.
18. 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.
19. 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.
20. **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

21. Access to the gym, fitness classes, court bookings and Play for Fun sessions is only permitted by making an advance booking.
22. The advance booking period is 1 day for fitness classes, 3 days for gym sessions, 5 days for Play for Fun sessions, and 7 days for court bookings. Public members are only able to make court bookings 5 days in advance.
23. A minimum of 1 hours' notice is required to cancel an advance booking for the above services.
24. NTU reserves the right to prevent advance bookings from Members who consistently (more than 3 times) fail to attend a session which they have booked in advance. Such Members will be restricted from making bookings through the app and will be required to book on the day by telephone. Initially, the advance booking restriction will be in place for 1 week, but this may be extended in the case of repeat offenders.
25. Consecutive bookings for fitness classes, the gym, the courts and/or other services are not permitted, and will be cancelled if they are booked by the same individual.

Payment of The NTU Active Membership

26. You must pay the annual or monthly membership fee which will be determined by your chosen membership package.
27. 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 or MyBenefits (Staff and staff family members only).

Payment of NTU Active Membership by Direct Debit

28. 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.
29. Monthly instalments will be due for payment by Direct Debit on either 1st, 8th, 15th or 25th of each month.
30. 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.
31. 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 5 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.

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32. 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.
33. Direct Debit cancellations must be made via email to sport@ntu.ac.uk and 1 month cancellation notice is required for all Direct Debit payments.
34. 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:

35. 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.
36. **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).
37. 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.
38. 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

39. 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

40. 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.
41. 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.
42. NTU Sport reserves the right to amend these terms and conditions at any time without notice.