

## **Nottingham Trent University Sport 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

### **These membership terms apply to all respective named NTU Sports Clubs which are collectively known as a "Sports Club"**

1. A Sports Club Membership permits access to your chosen Nottingham Trent University ("NTU") sports club(s) ("Sports Club") and includes any additional subs that your chosen Sports Club(s) may charge and use of NTU Sports Facilities during sports club sessions.
2. A Sports Club 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).
3. Any Sports Club Membership is valid from the day the application is submitted until the date stated on the application form/receipt.
4. Any Sports Club Membership is strictly non-transferable and cannot be suspended, frozen or resold to a third party.
5. Any Sports Club Membership may be terminated by NTU Sport without refund in cases where NTU ID cards/membership cards are deliberately given over to the use of a non-member.
6. 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.

### **Sports Club Members**

7. NTU Sports Club Members must act in accordance with the following statement: "It is the responsibility of each Sports Club Member to inform the relevant Sports Club committee/captain/coach/trip organiser, of any relevant medical conditions or previous injuries they should be aware of which may affect their safe participation in sport. Sports Club members may require participation in activities which involve an above average element of risk, in an environment where professional medical and rescue services may not always be available. It is the responsibility of each Sports Club Member to ensure they fully understand the exact nature of each activity undertaken, the risks involved, skill levels required and the equipment needed for safe participation. Sports Club Members should never participate in an activity where they are unsure of any of the above aspects."

### **Use of NTU Sport Facilities by a Sports Club Member**

8. NTU ID cards/membership cards must be shown to any member of NTU Sport staff upon request.
9. Sports Club 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.
10. Use of any NTU Sports facilities by a Sports Club Member 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 denying use of the NTU Sports facilities and termination of your NTU Sport Club Membership.
11. The NTU Sport Club Membership does not give you priority over any other Member or guarantee the availability of NTU Sports facilities.
12. Sports Club Members use NTU Sports facilities at their own risk; NTU does not accept responsibility for any harm or injury to any Sports Club Member unless caused by employees or agents of NTU.

### **Physical Condition**

13. The NTU Sports Club 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 NTU Sports Club Member shall not use any NTU Sports facilities or undertake Sports Club activities 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 or undertaking Sports Club activities may be detrimental to the health, safety or comfort of other users/Sports Club Members.

### **Dress**

15. Appropriate clean clothing and shoes must be worn at all times within all NTU Sports facilities and whilst undertaking Sports Club activities. Minimum dress whilst engaging in all Sports Club activities are shorts, singlet/t-shirt and training shoes.

### **Conduct**

16. Any Damage to NTU property (through use of NTU Sports facilities or whilst undertaking Sports Club activities) shall be paid for in full by any Sports Club Member who wilfully or negligently causes such damage.
17. NTU Sports Club Members who are deemed by their Sports Club or NTU to be acting in an inappropriate or irresponsible manner, or who ignore any NTU policies and procedures, may be subject to disciplinary measures under the NTU Student Code of Behaviour, or under any relevant National Governing Body which may result in the Sports Club Member being unable to undertake Sports Club Activities, refusal of entry into NTU Sports facilities or termination of NTU Sport Club Membership.
18. No Sports Club 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 NTU Sport facilities.
19. All NTU Sport Club Members will be asked to sign up to the NTU Sport Club Student Behaviour Standards.

### **Payments, Refunds and cancellation**

**NOTE: Following the purchase of any named NTU Sports Club membership, it is not possible to cancel this agreement except in the circumstances noted below:**

20. A Sports Club Membership can be paid in one lump sum online or in person via NTU Sport.
21. If you wish to purchase any additional sports club memberships, you must do this in person via NTU Sport.
22. If you change your mind and no longer wish to take up (or renew) your NTU Sports Club Membership you have the right to cancel your NTU Sport Club Membership (in writing) within 14 days from the date of your application/renewal for NTU Sport Club Membership for a full refund. Please note, this right to cancel your NTU Sport Club Membership is not available if you have begun to attend any Sports Clubs activities/sessions or fixtures.
23. All other refunds will only be considered in cases of continuing debilitating or serious illness where it can be demonstrated that exercise may be detrimental.
24. Refunds will not be given in relation to changes in personal circumstances or preference or in cases of voluntary cancellation by an NTU Sports Club Member at any time except where NTU is deemed to be in breach of contract.
25. All Sports Club Membership charges include a club membership fee of £50 and a subscription fee which varies dependent on which sports club you are a member of. Each Sports Club pays a £50 membership surcharge to NTU Sport for each individual member resulting in them becoming a member of NTU Sport. This £50 membership surcharge is non-refundable unless cancelled within 14 days from the date of your application/renewal for NTU Sport Club Membership.

### **Limitation of Liability**

26. In consideration of NTU offering use of the NTU Sports facilities, NTU Sports Club 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 an NTU Sports Club Member, occurring within the NTU Sports facilities unless caused by negligence of NTU management, employees or agents.

### **General**

27. NTU Sport reserves the right to close NTU Sport facilities or Sports Club or withdraw any activity, facility or programme without notice should it be necessary due to unforeseen circumstances, poor attendance or where there is a requirement for the use of the facilities by the University, 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. 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.

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

### Purpose

These behaviour standards apply to all members of NTU's Sports Activities, including coaches and volunteers. They outline expectations of reasonable behaviour when participating in any NTU sports club activity or related social activity. The process and possible sanctions which may be used in the event that sports club members do not meet the expectations of reasonable behaviour can be found on the NTU web site.

### Expectations:

The University expects that students participating in all activities related to sports clubs will at all times demonstrate respect for:

- Themselves, other students, university staff, external venue staff, volunteers, coaches and officials;
- Laws and culture of the relevant sporting activities;
- Property of NTU, NTU Sport and any venue they are visiting.

Participants are also expected to:

- Value their own performances and that of others and not just results;
- Co-operate with team/club mates and coaches.

### NTU Sport Clubs Behaviours:

All NTU Sports Club members agree to abide by the behaviours outlined in the non-exhaustive list below:

- To adhere to the Sports Club Constitution, general rules, regulations and policies of NTU and NTSU (which includes, but is not limited to, the [NTU Student Code of Behaviour](#), University Health and Safety Policies, [Code of Conduct for NTSU Members](#));
- To adhere to the rules and regulations of the relevant sports' governing body, and where necessary the relevant international federations, agreeing to demonstrate sporting behaviour towards opponents, staff and officials at all times.
- To be fair, considerate, honest and respectful to the needs of fellow students, staff, volunteers, coaches and visitors to NTU, in accordance with the [NTU Respect & Dignity Policy](#);
- To respect NTU's property and that of others (e.g. external facilities and transport providers), and not cause damage to such property or use it for unapproved purposes;
- To never behave violently where this is outside the rules of the sport or deliberately seek to gain an advantage through cheating, or use prohibited substances/methods as dictated by UKAD and WADA (<https://www.wada-ama.org/en/what-we-do/the-prohibited-list>). Please see [NTU's Clean Sport Commitment Statement](#) and the links for guidance.
- To encourage and guide participants to accept responsibility for their own performance and behaviour;
- To refrain from any behaviour that brings the Club or NTU into disrepute.
- To adhere to the rules and regulations in the [NTU Computer Use Regulations Policy](#) and take personal responsibility for their words, images and actions in an online environment.
- To understand that any 'welcome' activity for new club members should be inclusive, non-compulsory, and should not in the judgement of NTU Sport make the individuals feel humiliated or degraded.
- Acting in an unlawful manner;
- To understand the repercussions of any breaches of these standards.

**It is a requirement of NTU Sport that NTU Sports Club Members sign up to these Behaviour Standards in order to become a member of an NTU Sports Club.**