



Membership Terms & Conditions

University of Nottingham (UoN) Swim School

Office Use Only:

Date Sold:	Staff Initials:	Surname of Swimmer
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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>

Your lessons

- All lessons will be taught by a qualified Level 2 swimming instructor and the University reserves the right to use cover instructors as required.
- Lesson will be 25 minutes long (55 minutes for extended 1-2-1s) including registers and any set-ups for the lessons.
- The competitive pool's temperature (Junior and Adult group lessons and 1-2-1 lessons) water temperature is maintained at 27.5°C; the Hydrotherapy pool's temperature is maintained at 32 °C.

Dress code

- We recommend that swimmers should wear either a swimming costume or swimming trunks. Swim shorts and bikinis are not advised as they will hinder your child's ability to progress their swimming. Children who are not confidently toilet trained must wear a swim nappy and a swimming costume over the top of the swim nappy.
- No jewellery should be worn during swimming lessons with the exception of stud earrings and long hair must be tied back.

Health and safety

- It is the swimmers' or parent/carer's (for under 18's) responsibility to notify us of any illnesses, injuries or medical conditions; and this will be assumed to be accurate. Should this not be the case, we will not accept liability for any incidents caused as a consequence.
- If your child has been ill within 48 hours of the class taking place, they must not participate for their own health and safety.
- If you are presenting Covid-19 symptoms then please do not attend your lesson.
- Swimmers are advised to not eat or be breastfed at least an hour before they swim.

Booking, payment and cancellations

- To guarantee your place on any Swim School programme payment must be made upfront either over the phone or at reception.
- Once you have booked and paid, we have a no refund policy in operation unless there are exceptional circumstances.
- Refunds and credits will not be provided for illnesses, including confirmed Covid-19 cases, suspected Covid-19 symptoms and isolating due to Covid-19 exposure.
- All information supplied to University of Nottingham Sport, e.g. swimming ability or medical details, will be assumed to be true and accurate.
- If University of Nottingham of Sport has to cancel a lesson due to exceptional circumstances, you will be notified and a credit will be applied to your account.
- University of Nottingham Sport reserves the right to amend the Swim School programme or to cancel lessons if there are insufficient numbers within a particular class.

Photography

- Photography and filming are strictly prohibited within the facility. The use of mobile phones is not permitted within the changing areas or on poolside.
- The University of Nottingham may take photographs of swimming lesson participants for marketing purposes. If this is the case you will be notified in advance and it is the responsibility of the parents/guardian to provide consent for you/your child to be photographed. This consent may be withdrawn at any time in line with the 2018 General Data Protection Regulations (GDPR).

Parental supervision

- For Early Years lessons, one responsible adult must accompany the participating child in the water.
- It is the parent/carer's responsibility to maintain their children's safety prior to and after their lesson.
- For any swimmer under the age of 8 years, the parent or carer must remain within the swimming lesson waiting area.
- Access onto poolside is not permitted during the lesson for parents or carers.

Use and Redemption of Financial Credits

- All financial credits will be retained 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

Conduct

- All members will be held accountable for their behaviour
- 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.
- 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.
- Smoking is not permitted within the UoN Sports Facilities.
- 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.
- Any damage to UoN property shall be paid for in full by any member who wilfully or negligently causes such damage.
- 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

- 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.
- 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

- 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.
- Swim School Members may not sub-let or hire out UoN Sports Facilities for any purpose.
- UoN shall not be liable to the Swim School 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.
- 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.
- 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 Swim School member's rights or his/her booking.
- 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.
- 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.
- Customers may not assign their rights and obligations under these terms and conditions to another person.
- This contract is between the member and UoN. No other person shall have any right to enforce any of these terms and conditions.
- 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 Swim School members with access to the UoN Sport Facilities and lessons. 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
(Parent/Guardian)

Date