

Membership Terms and Conditions

1. Memberships are non-transferable and cannot be used by multiple people on one membership.
2. Memberships can be amended and/or frozen for DMU Leisure but not for DMU Sport. Membership amendments will attract an administration fee. Only memberships of 3 or more months can be frozen or sold to a 3rd party.
3. Membership amendments will require a minimum of 5 working days' notice in order to implement changes. One further payment will be taken at the original fee before being transferred to the new monthly fee for memberships paid monthly through RCP or Payroll.
4. All memberships have a cooling off period of 14 days from date of purchase. All applications for a refund need to be in writing. The right to cancel your membership and receive a full refund is not available if you have begun to use the membership within the 14-day period – a proportionate amount will be deducted by DMU from the refund. Termination after the 14-day period will not result in any refund.
5. All other refunds will only be considered in circumstances where services are withdrawn, or in cases of continuing debilitating or serious illness/injury where it can be demonstrated that exercise may be detrimental. Refund requests can be made in writing to leisure@dmu.ac.uk where the process for reviewing refund requests will commence.
6. Membership can be terminated by DMU where the member is in breach of these Terms and Conditions and/or in breach of any DMU policies, regulations or procedures.
7. All member data will only be used to provide services related to the membership. Personal data will be removed from systems following inactivity of account for 2 years.
8. Use of the DMU facilities, and those hired by DMU, are subject to all applicable rules, regulations, conditions or restrictions in force at that time as notified to the member or publicised by DMU or the operator of the hired facility.
9. The member warrants to DMU that they are in suitable physical health to undertake their chosen activity and knows (or should know) of no medical or other reason why they are incapable of engaging in active or passive exercise and that such exercise would not be detrimental to their (or other students/members, users, staff or spectators) health, safety, comfort or physical condition.
10. The member shall not use any DMU facilities or partake in DMU 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 DMU facilities may be detrimental to the health, safety or comfort of themselves, other students/users, staff or spectators.
11. The member must never take part in any exercise activity that may be potentially harmful to the member or others including (but not limited to) sparring, boxing, martial arts or other forms of contact sport, unless under the supervision of an onsite trainer or as part of a designated session.

12. DMU does not accept any liability for any losses, damage, personal injury or other loss caused by any negligent act or omission of user and or staff and DMU does not accept any responsibility for the same save where precluded by law.
13. DMU's total aggregate liability whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs, charges or expenses arising under or in connection with this Agreement shall not exceed the total fees paid by Members during the twelve (12) months immediately preceding the date on which the claim arose or, in the event of a claim arising after termination or expiry of this Agreement.
14. DMU will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by any event that is outside of our reasonable control.
15. Members are not permitted to block or interfere with the fire/emergency or alternative access doors, or tamper with the fire extinguishers.
16. Appropriate clean clothing, shoes and other equipment as necessary for that sport or activity must be worn at all times when training or participating within DMU facilities or as part of DMU activity.
17. Members shall not abuse the equipment, staff or any DMU facilities. Members will follow instructions on the use and storage of equipment and only use the equipment or facilities as ordinarily intended for that sport or activity.
18. Any damage to DMU property, or facility hired by DMU, or the member shall be paid for in full by any member who wilfully, recklessly or negligently causes such damage. Where such damage is deemed by DMU to amount to a breach of the Student Code of Conduct, DMU has the option of initiating disciplinary action using the applicable General Regulations and Procedures Affecting Students.
19. Members will exercise the benefits of membership in a way that will not have a negative impact on the name or reputation of DMU. Disorderly, rude, inappropriate or offensive behaviour (in the sole view of DMU) to staff, other students/members, users, spectators or members of the public may result in termination of membership. Where such conduct or behaviour is deemed by DMU to amount to a breach of the Student Code of Conduct, DMU has the option of initiating disciplinary action using the applicable General Regulations and Procedures Affecting Students.
20. No member shall bring alcohol, narcotics or other mood-altering substances into or onto DMU facilities, or facilities hired by DMU, or DMU provided transport, or attempt to access or use facilities whilst under the influence of said substances. Smoking and vaping is not permitted within the University facilities.
21. Members use the DMU Sports facilities, or facilities hired by DMU, at their own risk; to the fullest extent allowed by law DMU does not accept responsibility for any harm, injury or loss, damage of property to any member unless caused by employees or agents of the University.
22. DMU ID cards must be shown to any member of DMU staff or representative upon request.

23. DMU needs to process your personal data in order to provide you with membership. All processing is done in line with UK GDPR and the Data Protection Act 2018.
24. For the purposes of this processing DMU is the Data Controller.
25. Data collected includes; name, contact details, date of birth, payment details.
26. Our lawful basis under Article 6 of the UK GDPR is Article 6 (1) (b) Performance of a Contract.
27. We do not routinely collect special categories of data about you. We may collect information relating to your health, but only where you have given your explicit consent, it is necessary to protect your vital interests, or you have deliberately made it public.
28. We do not routinely share your personal data with third parties but may share it in certain circumstances (for example contacting emergency services on your behalf). Such sharing will always be conducted lawfully under Data Protection legislation.
29. Personal data will be removed from systems following inactivity of account for 2 years.
30. Further details about how DMU processes your data can be found on our Privacy Notice <https://www.dmu.ac.uk/policies/data-protection/data-protection.aspx>