



## NUCASTLE

### Terms & Conditions (Terms)

#### 1. Introduction

1.1. NUCASTLE is a trading name of Newcastle United Foundation Projects Limited (company number: 10423688) (**NUFP**) whose registered office is situated at Newcastle, Diana Street, Newcastle Upon Tyne, United Kingdom, NE4 6BQ (**Centre**). References in these Terms to NUCASTLE shall mean NUFP.

1.2. By either:

1.2.1. (in the case of Members) completing our online joining process, becoming a subscription-paying member of NUCASTLE and/or by using our online booking system; or

1.2.2. (in the case of Non-members) by using our online booking system, you are accepting these Terms. In each case, please therefore read these Terms carefully before you submit a Membership application and/or make a booking, as the case may be.

1.3. Each Member and Non-member contracts with NUFP trading as NUCASTLE in relation to use of the Centre subject to these Terms.

#### 2. Membership

##### 2.1. Members

2.1.1. You must be at least 18 years of age to be eligible to apply for Membership.

2.1.2. Membership is personal so only the person named in the application form as the applicant may benefit from the rights and privileges of Membership where granted under these Terms (each referred to in these Terms as a **Member**). However, an individual lead applicant may pay for multiple Membership(s) for and on behalf of themselves and other applicant(s), each of whom (if accepted by NUCASTLE) would then become a Member **provided that** payment falling due for all Memberships under

such circumstances would then be linked and would remain the sole responsibility of the lead Member; therefore any cancellation of Membership and/or cessation of payment of applicable Membership fees by the lead Member for whatever reason would result in termination of Membership of all linked Members.

- 2.1.3. These Terms form part of the online application form which can be found on our website at <https://nufoundation.ez-runner.com/Join/Step1.aspx> together with categories of Membership, pricing and options.
- 2.1.4. Membership requires a commitment from you to pay your monthly subscription fee(s) to NUCASTLE by direct debit in advance of NUCASTLE providing services to you. You may specify a date from which your Membership will commence when you sign up and, subject to acceptance by NUCASTLE of your application, this will continue as a binding contract between us on a monthly rolling basis and shall remain valid and in force until terminated by either NUCASTLE or you in accordance with these Terms.
- 2.1.5. NUCASTLE reserves the right to increase the applicable pricing of Membership at any time during the term of your Membership. We will give you at least 14 days' notice of any price changes.
- 2.1.6. As a Member, you must ensure you keep all contact details up to date to ensure you receive any correspondence from NUCASTLE regarding your Membership and bookings via the 'My Details' section <https://nufoundation.ez-runner.com/Login.aspx>

## 2.2. Non-members

- 2.2.1. If you wish to use the Centre but do not wish to become a Member, you may do so if you (or, as required below for minors, your parent or legal guardian):
  - (a) are:
    - (i) at least 18 years of age; or
    - (ii) under 18 years of age (in respect of only certain age-appropriate activities identified by NUCASTLE at its discretion) and your parent or legal guardian provides their express prior consent to your participation;
  - (b) complete and submit the required booking application(s) in the prescribed form; and

- (c) pay the relevant fee(s) to NUCASTLE for participation in any activity and/or use of any facilities at the Centre in advance of NUCASTLE providing services and/or access to facilities to you;
- (each referred to in these Terms as a **Non-member**).

### 2.3 Notice to Members and Non-members

2.3.1 At all times, NUCASTLE reserves the right at its sole discretion to:

- (a) refuse any application for Membership;
- (b) decline any booking application(s) submitted online, whether submitted by a Member or Non-member; and/or
- (c) refuse access to the Centre (including any of its facilities and/or any activity delivered by NUCASTLE) to any person(s), whether a Member or Non-member, when it is considered such access to the Centre may pose a risk to the health and/or safety of other Members, Non-members, NUCASTLE staff and/or third parties.

2.3.2 NUCASTLE will be closed on all public bank holidays in England and for a period of approximately 2 weeks over Christmas, such dates to be published and displayed on the NUCASTLE website and by notice in the Centre.

2.3.3 All published fees are inclusive of applicable VAT.

## **3 Health Declaration**

3.1 You represent to us that you are in good physical condition and know of no medical reason or otherwise why you are not capable of engaging in active or passive exercise and that such exercise will not be detrimental to your health, safety, comfort or physical condition.

3.2 You acknowledge and agree that:

3.2.1 you should only undertake participation in exercise to a level which reflects your level of fitness;

3.2.2 prior to participation in any activity at NUCASTLE, you will consult a medical professional regarding your health; and

3.2.3 you are responsible for monitoring your own physical condition prior to and during participation in any activity at NUCASTLE;

3.2.4 subject to clause 7.2 below, any participation by you in any activity delivered by NUCASTLE is solely and entirely at your own risk.

- 3.3 You consent to medical assistance and/or medical care being given to you in the case of illness, injury or an emergency situation, should this occur during any activity, such assistance to be given by NUCASTLE, its employees, contractors or other trained personnel conducting such activity.

#### **4 Use of the facility**

- 4.1 You agree to use the Centre and equipment provided in a safe and proper manner at all times. In the event you are unsure of proper use or are unfamiliar with any equipment, you must consult a member of staff prior to use.
- 4.2 You will be liable for any damage caused to the Centre, its facilities and/or equipment through your improper, reckless and/or negligent use.
- 4.3 You acknowledge and agree that you:
- 4.3.1 understand the importance, for safety reasons, of obeying the rules and guidelines of NUCASTLE and complying with all reasonable directions and instructions given by NUCASTLE's staff and/or authorised personnel; and
  - 4.3.2 will abide by the same and behave responsibly at all times in the Centre and will be mindful of the impact of your actions on others;
  - 4.3.3 will ensure that any locker(s) used by you are emptied at the end of each visit, both for the benefit of other members and security of the Centre, failing which NUCASTLE may remove the contents at the end of the day and retain any items left for [4 weeks] from the date of removal;
  - 4.3.4 NUCASTLE reserves the right to dispose of any item(s) left in lockers and not claimed within the above period in a responsible manner and will not be responsible for any loss arising in these circumstances.
- 4.4 When attending the Centre, please ensure you are familiar with the location of the nearest designated fire exit(s). In the case of emergency, all users will be required to make their way to the nearest designated fire exit and must follow all instructions given by NUCASTLE's staff and/or authorised personnel from time to time.
- 4.5 Vehicles must be parked correctly and within designated bays and areas only in the Centre parking lot. All vehicles are left at the owner's risk and NUCASTLE accepts no liability for any loss of, damage to or theft (including contents) from any vehicle parked on its premises.

4.6 NUCASTLE reserves the right to amend the class timetable from time to time at its sole discretion. Members and Non-members may participate in any activity and/or secure access to designated facilities at the Centre as follows:

4.6.1 Members (where applicable)

- (a) A Member may book their personal participation in group exercise class(es) at the Centre up to 10 days in advance. These can be found within the classes section of the booking page <https://nufoundation.ez-runner.com/CCE/ClassCalendar.aspx?group=1>
- (b) All other activities which may be available to Members at the Centre can be booked up to 14 days in advance provided that applicable fee(s) must be paid in full at the time of booking.
- (c) If a Member decides to cancel a booking they have made, this must be done using the online booking system by giving as much notice as possible.
- (d) If a class is cancelled at short notice by NUCASTLE, this shall be communicated to those Members who are booked into the class in advance where possible.
- (e) There shall be no financial reimbursement to Members for any change(s) to and/or cancellation(s) of any booking(s) made by NUCASTLE.
- (f) If any Member repeatedly (particularly on short or without giving notice) :
  - (i) cancels booking(s) made; or
  - (ii) fails to attend class(es) in respect of which they have made a prior booking; or
  - (iii) otherwise exhibits unsuitable behaviour;

NUCASTLE reserves the right at its discretion to terminate their Membership by written notice in accordance with these Terms.

4.6.2 Non-members (where applicable)

- (a) A Non-member may book their personal participation in group exercise class(es) at the Centre up to 6 days in advance. These can be found within the classes section of the booking page <https://nufoundation.ez-runner.com/CCE/ClassCalendar.aspx?group=1>

- (b) All other activities available to Non-members at the Centre can be booked 14 days in advance provided that applicable fee(s) must be paid in full at the time of booking.
- (c) All applicable fees payable by Non-members are as stated on the booking system and require payment to be made in advance at the time of booking.
- (d) If a Non-member decides to cancel a class or activity booking, this must be done using the online booking system as soon as possible. In this instance, no refund shall be issued.
- (e) If a class or activity booking is cancelled at short notice by NUCASTLE, this shall be communicated to Non-members who are booked into the class, in advance where possible, and any payment(s) received shall be refunded.
- (f) If any Non-member exhibits unsuitable behaviour, NUCASTLE reserves the right at its discretion to restrict and/or refuse their admittance to the Centre in accordance with these Terms.

#### 4.6.3 Group Activity Booking(s)

- (a) A Member or Non-member may book designated facilities within the Centre for any group-based activity (by way of example only, a hall, court or pitch) (each a **Group Booking**), up to 14 days in advance provided that applicable fee(s) must be paid in full at the time of booking. These can be found within the Facility Hire section of the booking page  
<https://nufoundation.ez-runner.com/Book/Book.aspx?group=1>
- (b) All applicable fees payable by Member or Non-member are as stated on the booking system and require payment to be made in advance at the time of booking.
- (c) If a Member or Non-member decides to cancel a Group Booking, this must be done using the online booking system as soon as possible. In this instance, no refund shall be issued.
- (d) If a Group Booking is cancelled at short notice by NUCASTLE, this shall be communicated to the relevant Member or Non-member who made the Group Booking, in advance where possible, and any payment(s) received shall be refunded.
- (e) At all times, the individual Member or Non-member who made the Group Booking shall be responsible personally for the behaviour of their guests and shall therefore ensure at all times compliance by

their guests with all applicable NUCASTLE guidelines and policies while on the premises.

(f) In the event of any loss suffered and/or damage caused to the Centre arising from a Group Booking, NUCASTLE reserves the right at its sole discretion to:

(i) restrict and/or refuse future admittance to the relevant Member, Non-member and their guest(s); and

(ii) recover the cost of such loss or damage from the individual Member or Non-member who made the Group Booking under these Terms.

4.7 Any person who behaves in contravention of these Terms or acts in a manner which NUCASTLE considers brings or is likely to bring NUCASTLE's name into disrepute or is otherwise, for whatever reason and/or at the sole discretion of NUCASTLE, barred or banned from entering the Centre, may be ejected from the Centre and refused admission subsequently to the Centre in any capacity, including as a Member, Non-member or guest.

## 5 Your privacy

5.1 NUCASTLE will treat all your personal information including Membership information as confidential and will use it in accordance with our privacy policy <https://www.nufoundation.org.uk/privacy-and-cookies>

5.2 For your information, closed circuit cameras are in operation throughout the facility for the safety of you, other Members and Non-members, staff and visitors. Such images will be recorded, processed and retained in accordance with our privacy policy.

5.3 Should you have any questions relating to the processing of data by NUCASTLE, please send these to [nucastle@nufc.co.uk](mailto:nucastle@nufc.co.uk)

## 6 Right to cancel your Membership

6.1 There is no minimum period of Membership. Your Membership may be cancelled (by which the contract between us made under these Terms can be terminated) at any time by following the procedure below.

6.2 To cancel your Membership, you must do so in writing by sending an email to [nucastle@nufc.co.uk](mailto:nucastle@nufc.co.uk), giving at least 7 days' notice prior to the due date of your monthly Membership subscription payment, subject always to 6.4 below.

6.3 Once you have sent the above notice, you must cancel your monthly direct debit at your bank. NUCASTLE will not be held responsible for any

additional payment(s) received as a result of you not completing these actions.

- 6.4 Once a monthly Membership payment has been received by NUCASTLE, no refund(s) or apportionment(s) will be made. If at any time you cancel your Membership (as required by notice under 6.2 above) but have already made your monthly Membership subscription payment, your Membership will terminate with effect from the end of the period covered by your last completed monthly Membership subscription payment.

## **7 Limitation of Liability**

- 7.1 NUCASTLE does not accept liability for any loss of or damage to property that you bring onto the premises or otherwise, unless such loss or damage is caused by its proven negligence.
- 7.2 To the extent permitted by law, NUCASTLE will not be liable for any accident, harm, injury, loss or damage to property, however so caused, arising out of or in connection with or, suffered during or as a result of, your participation in any activity and/or use of its facilities at the Centre.
- 7.3 Nothing in these Terms shall limit or exclude NUCASTLE's liability for death or personal injury caused directly by its negligence or limit any rights you might have as a consumer.

## **8 Governing Law**

These Terms and any contract between NUCASTLE and you is governed by the laws of England and Wales.