

[EN]GAGE Membership Terms and Conditions

These Terms and Conditions are for [EN]GAGE, the branded identity of the Edinburgh Napier University Sports Facilities and Services provided by The Court of Edinburgh Napier University, constituted by The Napier College of Commerce and Technology (No. 2) Regulations 1985 and the Napier University Order of Council 1993, of 219 Colinton Road Edinburgh EH14 1DJ, a registered Scottish Charity No. SC018373 ([EN]GAGE). Membership of [EN]GAGE and use of the Facilities and the Services by Guests or Visitors is subject to these Terms and Conditions and is at all times conditional on the Member, abiding by them and the [EN]GAGE Code of Conduct see Appendix A Code of conduct

Meaning of terms

In these Terms and Conditions, the following words shall have the means ascribed to them below:-

Membership type: Use of [EN]GAGE Facilities and Services under one of the following membership categories:

- Student (internal and external)
- Edinburgh Napier affiliates (staff, retired staff, alumni)
- Concession (50 years+)
- Corporate (local businesses and authorised employers)
- ENSA Active (holders of an ENSA Active card)
- Student Accommodation. (resident in Edinburgh Napier Student accommodation)

Services

Facilities: Premises and/or equipment provided by [EN]GAGE.

Fee: A payment by the Member to [EN]GAGE, which must be paid in full by cash, credit card, debit card or direct debit for use of the Facilities or Services.

Member: A person (16 years of age or over and with the documentary evidence of this) who has applied for and paid and/or is paying the relevant Fee to [EN]GAGE, who has accepted these terms and conditions and agrees to abide by the [EN]GAGE Code of Conduct.

Services: A fitness class, consultation, course or instructional session.

Membership

1. A Member will only be permitted to use [EN]GAGE Facilities and/or Services when all Fee(s) payable by the Member have been paid in full and these Terms and Conditions have been read and signed.
2. Membership is personal to the Member and may not be sold, assigned, transferred or otherwise disposed of.

3. The [EN]GAGE Code of Conduct is posted in the Facilities, on the fitness suite walls and doors and on the [EN]GAGE website [\[ENGAGE\] website](#). All members are required to familiarise themselves with the Code and these Terms and Conditions.
4. [EN]GAGE may make reasonable changes to the [EN]GAGE Code of Conduct at any time. [EN]GAGE will notify you 30 days in advance of any such changes and will post the revised Code of Conduct throughout the Facilities and on the website.
5. Prior to use of the [EN]GAGE Facilities and Services all new Members must agree with both the membership Terms and Conditions and the Health Commitment statement which is posted at reception and on the [EN]GAGE website [Health Commitment Statement](#).
6. All new Members must receive an induction in accordance with health and safety standards set by [EN]GAGE. Members agree that they will not use the Facilities or the Services until they have received their induction. In addition members will seek assistance from a member of staff regarding any unfamiliar equipment/ exercises.

Membership Cards

7. A membership card will be issued to all new Members and must be used to gain access to the [EN]GAGE Facilities and Services. This card is strictly non-transferable and shall remain the property of [EN]GAGE. Edinburgh Napier University staff and students who are [EN]GAGE members will gain access to the Facilities and Services by using their staff/matriculation card.
8. In the event of loss of a card, [EN]GAGE reserves the right to charge the sum of £5 for a replacement, a card will be deemed as lost upon the 3rd consecutive visit with failure to produce.

Membership Fees and charges

9. Membership Fees may be paid annually, monthly, by direct debit, in cash or by credit or debit card. Members will agree which payment option they wish to use with [EN]GAGE. If a Member wishes to change their payment method, they should provide [EN]GAGE with 30 days written notice, a pro rata payment may apply.
10. [EN]GAGE reserves the right at any time to change the Fees at its discretion. [EN]GAGE will provide Members with at least 30 days' written notice of any changes to the Fee. If a Member does not wish to continue their Membership as a result of any increase in the Fees, the Member should provide [EN]GAGE with written notice of their decision to terminate their contract with [EN]GAGE under these Terms and Conditions within 14 days of [EN]GAGE sending such notification to Members. The minimum notice period of [3 months/30 calendar days] will apply and the Member will continue to pay the Fee during that time at the rate applicable at the date notification of the change in price was issued.
11. The use of certain Facilities or Services may be subject to payment of a charge in addition to the membership Fee. A list of charges is available from [EN]GAGE reception or on the [\[EN\]GAGE website](#).

Annual Membership

12. If the Member elects to pay the Fee Annually, a 12 calendar month membership will be active for a maximum period of 12 calendar months starting from the date on which the Fee (s) to [EN]GAGE is pre-paid in full in cash or by debit/credit card, subject always to the Member reading and signing these Terms and Condition.
13. Annual memberships will run for a period of 12 months and cannot be cancelled.
14. Exceptional circumstances may apply at the sole discretion of [EN]GAGE i.e. in the case of injury/illness, redundancy, change of geographical location. Evidence of change of circumstances will be required in the case. In this case a portion of the fee may be returnable.

Monthly Cash Membership

15. Monthly cash Memberships are for a period of 30 calendar days starting from the date on which the Fee due to [EN]GAGE is paid in full subject always to the Member reading and signing these Terms and Conditions.

Monthly Rolling Membership payable by direct debit

16. A monthly Membership is payable by direct debit (DD). Each payment will cover a period of 30 days.
17. Membership payment by DD requires satisfactory completion of the [EN]GAGE DD mandate, which has been signed and returned to [EN]GAGE Reception.
18. Where a new Member applies on or before the 18th day of any calendar month, a pro rata Fee for that month will be payable.
19. Where a new member applies after the 18th day of any calendar month, the Fee for the remainder of that month and for the following calendar month is payable.
20. [EN]GAGE will collect and process DD payments on the 1st working day of each calendar month.

Cancellation of Monthly Membership

21. Memberships paid by DD cannot be cancelled within the first 3 calendar months of the contract being active. Exceptional circumstances may apply at the sole discretion of [EN]GAGE i.e. in the case of injury/illness, redundancy, change of geographical location.
22. If 3 calendar months have elapsed and the Member wishes to cancel a membership set up by DD, the Member must provide [EN]GAGE with a further 30 calendar days' written notice of cancellation of the contract, totalling 4 months payment term.
23. The Member is responsible for cancelling any membership by completing a cancellation form which is obtainable from [EN]GAGE reception or the [EN]GAGE

website [Cancellation form](#)]. This form should be handed in to an [EN]GAGE reception, failing which it should be sent to an [EN]GAGE reception by recorded delivery.

24. The following cut off dates for cancellation will apply after the 3 month minimum period has elapsed:

- On or before the 25th of any calendar month, a pro rata Fee for the following month will be payable
- After the 25th of any calendar month, one month's membership must be paid in full plus a pro-rata for the remainder of the month.

If a member's DD payment fails, a suspension letter will be sent to the address provided by the Member. The Member will not be permitted to use any [EN]GAGE Facilities and/or Services until payment of the Fee has been made.

25. If a Member's DD payment fails a second time the membership will be cancelled to prevent further charges and the Member will be informed of this by email. [EN]GAGE reserves the right to recover any arrears due by referring the debt to Edinburgh Napier University's Finance Department, who may instruct the University's debt recovery agents.

26. If a monthly rolling membership has been terminated in relation to the above the member will not be permitted to renew with this membership type and will only be offered annual or cash monthly.

Data Protection

27. [EN]GAGE collects the personal data of its members, prospective members, and visitors strictly in accordance with the General Data Protection Regulation (EU) 2016/679 and Edinburgh Napier University's [Data Protection Code of Practice](#). Personal data will be processed for the purposes of managing and administering membership, guest use of the Facilities and Services, and health and safety.

28. Members are responsible for informing [EN]GAGE in writing of any changes in personal details.

29. [EN]GAGE operates CCTV and similar equipment to monitor safety and security and may monitor communications as permitted by the General Data Protection Regulation EU 2016 and other relevant legislation.

Liability

30. We will compensate you for any loss or damage you may suffer if we fail to carry out our obligations under these Terms and Conditions or to a reasonable standard or breach any duties imposed on us by law (including if we cause the death or personal injury to you by our negligence) unless that failure is attributable to:

- (i) your own fault
- (ii) a third party unconnected with our provision of services under this agreement; or

- (iii) events which neither we nor our suppliers could have foreseen or forestalled even if we had taken all reasonable care.
31. For the avoidance of doubt, nothing in these Terms and Conditions shall limit or exclude [EN]GAGE's liability for (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors or (b) fraud or fraudulent misrepresentation. Subject always to the terms of this clause 31 [EN]GAGE will not accept liability for loss, damage or theft to an individual's possessions. All such incidents must be reported immediately to an [EN]GAGE member of staff.
32. A Member will be liable for the cost of any intentional or reckless damage to [EN]GAGE Facilities or [EN]GAGE property.

Health and Safety

33. All Members, are required to abide by:
- i) All health and safety notices and emergency evacuation signage displayed throughout the [EN]GAGE Facilities;
 - ii) The instructions provided at their induction; or by any member of staff; and
 - iii) Any additional health and safety requirements imposed in designated areas of the [EN]GAGE Facilities or while using the Services.
34. In accordance with the Health Commitments' Statement Health Commitment Statement if a Member is diagnosed with a medical condition/illness and/or becomes injured after completing his/her statement, it is the responsibility of the Member to inform [EN]GAGE of this in writing.
35. Where a Member has informed [EN]GAGE of any such change due to illness/injury and/or medical condition which has occurred, [EN]GAGE will not be responsible for deciding whether a Member is fit to use [EN]GAGE Facilities or Services. The Member will be requested to seek professional medical advice from a qualified medical practitioner or other recognised specialist before they continue to use the [EN]GAGE Facilities and Services.
36. [EN]GAGE will not be liable if a Member experiences any aggravation of a declared or undeclared pre-existing illness, injury and/or medical condition whilst using [EN]GAGE Facilities and Services.
37. Smoking, (including e-cigarettes), alcohol, non-prescription steroid or mood altering substances is not permitted in any part of the [EN]GAGE Facilities. Any member who has or is suspected of having taken any mood altering substance will be asked to leave the [EN]GAGE Facilities and if necessary, may be escorted from the premises by the University's Security officers.

Changes to the Facilities or Provision of the Services

38. [EN]GAGE's opening hours are published on the [EN\]GAGE website](#). [EN]GAGE may require to restrict opening hours for all or part of the Facilities or the provision of the Services and will endeavour to give advance notice of any such change wherever possible.
39. [EN]GAGE may require to withdraw all or part of the Facilities and/or Services, at its sole discretion, for any period for alterations, repairs and maintenance, staff training or any other security and/or health and safety reason. [EN]GAGE will give advance notice wherever possible.
40. [EN]GAGE may require to carry out immediate and necessary building work on the University premises despite having confirmed bookings. Notice will be provided to the Member.
41. If [EN]GAGE requires to close the Facilities the Member will have the rights set out in clause 59 below.
42. For the purposes of these Conditions, **Force Majeure Event** means an event beyond the reasonable control of [EN]GAGE including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of [EN]GAGE or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown or plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
43. [EN]GAGE shall not be liable to a Member as a result of any delay or failure to perform its obligations under these Conditions as a result of a Force Majeure Event. If the Force Majeure Event prevents [EN]GAGE from providing any of the Facilities and/or the Services for more than [13] weeks, [EN]GAGE shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Member.
44. Bookings are subject to alteration or cancellation, at the sole discretion of [EN]GAGE, such alteration or cancellation potentially being required for reasons including, but not be limited to, the Facilities being required by the University for emergency purposes, such as examinations. Notice will be provided to the Member. If reasonable notice cannot be provided, [EN]GAGE will provide a refund.
45. Advance bookings of Services may be reserved by a Member up to 7 calendar days either directly at [EN]GAGE reception or by telephone or email. If a Member regularly makes advanced bookings and fails to keep them the Member may have that privilege withdrawn.
46. A booking must be cancelled by the Member who has made it, no later than 24 hours before the booking. A cancellation within 24 hours will incur the full charge for the [EN]GAGE Facilities and/or Services and will be payable by the Member.
47. In exceptional circumstances, it will be up to the discretion of the [EN]GAGE management to decide in each individual case whether full or part payment will be charged.

General

48. Any Member, of the [EN]GAGE Facilities who maliciously interferes with the fire alarm system, will be liable to pay a penalty of not less than £400.
49. [EN]GAGE reserves the right to show visitors, prospective members and others all or part of the Facilities and/or Services at any time.
50. [EN]GAGE reserves the right to deny entry to, or remove from, the [EN]GAGE Facilities and/or any Services, any member whose behaviour or appearance is deemed to be unsuitable by a member of the [EN]GAGE management team in line with the Code of Conduct.
51. With the exception of assistance dogs, pets are not permitted within the [EN]GAGE Facilities.
52. Betting and Gambling is not permitted in the [EN]GAGE Facilities.
53. Lost property will be handled in accordance with the University's Lost and Found Property Guidelines. Lost and found
54. In order to maintain high standards and a pleasant environment, cleaning may be undertaken at any time by a male or female cleaner, notice of which will be displayed in the relevant area.
55. Any evidence of a contractual arrangement with [EN]GAGE will be kept for six years from the date of signing.
56. These Terms and Conditions shall be governed by and construed in accordance with the laws of Scotland and the parties hereto agree to the exclusive jurisdiction of the Scottish Courts.

Termination

57. You may terminate this agreement on 30 days' notice in writing if you are unable to use the club through redundancy, serious illness or injury likely to preclude you from using the club for a period of least 2 calendar months. (We will request reasonable evidence of your illness or injury - e.g. a doctor's certificate). You relocate your home address out with a 45 minute travelling time.
58. You may also terminate this agreement if:
 - a. we significantly reduce the facilities or opening hours of the club;
 - b. (ii) we change the location of the club; or
 - c. (iii) We close the club for refurbishment for a period of more than 4 weeks at a time.
59. We will use our reasonable endeavours to give you at least 45 days' notice of the change (either in writing or by prominently displaying a sign in the club) and, if you

wish to terminate your membership due to reasons stated above, you can give us 30 days' notice in writing to terminate.

60. If you terminate your Membership (in accordance with the terms stated above) we will refund any part of your Fee which you have paid in advance but which relates to a period after termination'.

61. We may terminate this agreement in the following circumstances:

- a. If you commit a serious or repeated breach of this agreement or the [EN]GAGE rules of membership and the breach, if capable of remedy, is not remedied within 7 days of receipt of a default notice;
- b. If any part of your membership fee remains unpaid 30 days after its due date for payment; or
- c. If you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership.

If we terminate for any of these reasons we reserve the right to retain a proportion of the Fee which you have paid us under this agreement to cover any reasonable Costs we have incurred as a result.

62. The exercise of the rights granted under these termination provisions shall not prejudice or affect any right of action or remedy which may have already accrued or may accrue thereafter to [EN]GAGE.

Lockers

63. Members should secure valuable and other personal items in lockers whilst using the Facilities. Keys from coin-return lockers must not be removed from the [EN]GAGE Facilities.

64. [EN]GAGE reserves the right to request university security to open and inspect the content of all lockers in the interests of health, safety and/or security or as otherwise may be deemed necessary.

65. Items left in lockers overnight will be removed and kept for a period of 2 weeks. Thereafter unclaimed property will be handled in accordance with Lost and Found. Wilful damage or removal of keys from the [EN]GAGE Facilities resulting in repairs or replacements will be chargeable to the Member concerned.

Car Parking

66. On site car parking is available to Members, Monday to Friday after 4:00pm and at any time during the weekend.
67. A Member using the [EN]GAGE Facilities between the hours of 07:30am and 09.00am may gain access to the car park but must exit no later than 09.00am.
68. The University has retained a Third party contractor to patrol all car parks and to ensure that only authorised permit holders, clearly displaying their permits, are allowed to park on University grounds between the hours of 09:00am and 4:00pm Monday to Friday. Those deemed to be parking illegally and not in a clearly marked car parking space on University property will be issued with a fixed penalty notice of £85. Payment of this fixed penalty notice will be to the third party parking enforcement company, not to the University, and the third party company will pursue the payment of the fixed penalty notice should it not be paid. Clear signage which indicates that the third party company has a right to issue fixed penalty notices, and the times of enforcement, has been installed prominently in all University car parks.
69. Any Member, who is found to have gained unauthorised access to the car park will be asked to leave the premises immediately by [EN]GAGE staff or a member of Edinburgh Napier University's Security Team.
70. Members, are expected to respect the disabled parking areas and lined bays and if they fail to do so, may be asked to remove their vehicles to another appropriate space.

Complaints

71. If a Member, wishes to make a complaint they should contact a member of [EN]GAGE staff in the first instance. If a complainant remains dissatisfied with the outcome or response to their complaint then in accordance with section CP2.4 of Edinburgh Napier University's Complaints Handling Procedure, they should contact the University's Appeals, Complaints and Conduct Officer by e-mail (complaints@napier.ac.uk) or phone (0131 455 2396) in the first instance and provide a summary of the complaint and action taken to date.

Privacy Notice

Activity/Processing being undertaken: [EN]GAGE membership

Edinburgh Napier University is providing you with this information in order for us to comply with the General Data Protection Regulation (EU) 2016/679, which requires us to tell you what we do with your personal information.

Who is collecting the information?

Edinburgh Napier University as the “Data Controller”.

Who are we sharing your Personal Data with (externally)?

Your information will not be shared with any third parties.

The University undertakes to maintain your information securely and will restrict access to employees, our professional advisers, authorised agents and contractors on a strictly need to know basis. We will only disclose your data to external third parties (other than any specified above) where we:

- Have your consent
- Are required to do so under a statutory or legal obligation, or
- Are permitted to do so by Data Protection legislation.

Why are we collecting it/what we are doing with it (purposes)?

To record and facilitate your gym membership

What is the legal basis for processing?

As per Art 6(1)(b) of the General Data Protection Regulation as we require to process your personal information in order to provide you with gym services and manage our services to you as part of a contract.

If you have opted into receive marketing information from [EN]GAGE this will be processed as per your consent in line with Article 6(1)(a) of the GDPR.

You can withdraw your consent at any time by emailing engage@napier.ac.uk

How are we collecting this information?

Application form

What information are we collecting (whose information and what type of personal data)?

Gym members – contact information and bank details.

Who can see your information within the University?

[EN]GAGE staff members

How long is your information kept?

6 years after your gym membership ends.

Further information can be found online at: <https://staff.napier.ac.uk/services/governance-compliance/governance/records/Pages/RecordsRetentionSchedules.aspx>

How secure is your information?

Information is stored on servers located in secure University datacentres. These datacentres are resilient and feature access controls, environmental monitoring, backup power supplies and redundant hardware. Information on these servers is backed up regularly. The University has various data protection and information security policies and procedures to ensure that appropriate organisational and technical measures are in place to protect the privacy of your personal data.

Who keeps your information updated?

You can update your information by contacting [EN]GAGE staff

Will your information be used for any automated decision making or profiling?

No

Is information transferred to a third country? Outside the EEA and not included in the adequate countries list.

No

Is any other information available?

A – You can access all the University's privacy notices using the following link:

<https://staff.napier.ac.uk/services/governance-compliance/governance/DataProtection/Pages/statement.aspx>


A - You can find out who to contact if you have any further queries about Data Protection and about your rights using the following link: <https://staff.napier.ac.uk/services/governance-compliance/governance/DataProtection/Pages/default.aspx>

- Proof of membership or identity may be requested by an [EN]GAGE member of staff.
- Valuable and personal items must be stored in lockers and keys from coin-return lockers must not be removed from the facilities.
- Safe and appropriate sportswear, including footwear must be worn at all times. Jeans are not permitted as exercise attire.
- Glass bottles and cans are only allowed in the reception area.
- Food and hot beverages can only be consumed in the reception area.
- Smoking, alcohol or mood altering substances are not permitted in any part of the facilities.
- Foul and abusive language or unacceptable behaviour will not be tolerated within the facilities. [EN]GAGE staff reserve the right to ask anyone displaying such actions to refrain or leave the premises.
- Please respect the equipment and wipe down any machinery after use.
- At busy times, we may need to restrict your time on the equipment to 20 minutes per machine.
- Please report any equipment faults to an [EN]GAGE member of staff.
- Please deposit litter in the bins provided.
- Should you have any comments, compliments or complaints, please bring them to the attention of an [EN]GAGE member of staff.

Failure to comply with the Code of Conduct will not be tolerated and membership may be withdrawn.

0131 455 4437 | engage@napier.ac.uk | www.napier.ac.uk/engage

 @engage_fitness

 /engagefitness

[EN]GAGE
Fitness | Sport | Conditioning

Edinburgh Napier
UNIVERSITY 

Health commitment statement



Your health is your responsibility. The management and staff of this organisation are dedicated to helping you take every opportunity to enjoy the facilities that we offer. With this in mind, we have carefully considered what we can reasonably expect of each other.

Our commitment to you

1. We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.
2. We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy.
3. We will take all reasonable steps to make sure that our staff are qualified to the fitness industry standards as set out by the Register of Exercise Professionals.
4. If you tell us that you have a disability which puts you at a substantial disadvantage in accessing our equipment and facilities, we will consider what adjustments, if any, are reasonable for us to make.

Your commitment to us

1. You should not exercise beyond your own abilities. If you know or are concerned that you have a medical condition which might interfere with you exercising safely, before you use our equipment and facilities you should get advice from a relevant medical professional and follow that advice.
2. You should make yourself aware of any rules and instructions, including warning notices. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you.
3. You should let us know immediately if you feel ill when using our equipment or facilities. Our staff members are not qualified doctors, but there will be a person available who has had first-aid training.
4. If you have a disability, you must follow any reasonable instructions to allow you to exercise safely.

This statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligations which you or we must meet.



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LOST & FOUND PROPERTY GUIDELINES

Overview

University users often leave their property behind on campus and then return at a later date to attempt to recover it. While the University is not responsible for personal items left on campus, a reasonable attempt will be made to return the lost item to its rightful owner and to hold the particular item for a specified period of time before disposal. These guidelines are used by the University in its approach to addressing the issue of lost & found property.

Guidelines

The Security Service within each campus serves as a repository of university-wide lost and found items. Weekly, found property is removed from each campus and moved to Security Control, Sighthill Campus* where it is stored securely. All reasonable efforts will be made to determine and notify the owner (including phone calls, email, or a letter to the person's last known address, if possible).

Depending on the type of item, the property may be held up to 30 days before disposal. While the retention period and manner of disposal depends on the item, most fall into the following categories:

- "High-Value" identity items such as passports, international/ overseas ID cards, drivers' licences, etc will be held for 7 days and then handed over to Lothian & Borders Police.
- Other items such as mobile phones**, USB flash drives**, wallets, purses, handbags, cameras, portable music players, electronics, umbrellas, watches, keys and medications will be held for 30 days and then donated to a local charity, with the exception of medications which will be returned to an NHS facility and keys, which will be destroyed.
- Student Matriculation cards will be held for 30 days before being returned to Student & Academic Services.
- Clothing, spectacles, bags, backpacks, books and calculators will be held for 30 days and then donated to a nominated local charity. If the item is of no use to them it will be disposed of as waste. Books may be donated to the University's Library Services.
- Large items, such as bicycles, may be sent for recycling after being held for 30 days.
- Hazardous and perishable items will be disposed of immediately in the appropriate manner.
- All unclaimed money will be provided to a nominated local charity

Ownership may be proven by any means which would convince a reasonable person that the claimant is the owner of the property (e.g. detailed description, other personal identification, etc).

It is the policy of Edinburgh Napier University to retain items of lost property for a minimum of 30 days. In practice, we may hold items longer than this depending on available storage space.

*Should an item be removed to our Sighthill Campus, it is the owner's responsibility to collect it from Sighthill Campus. Security will not return the item to the "found location".

**All mobile phones & USB flash drives will be "*cleaned*" of data before being sent to charity. Sim cards will be removed & destroyed.

Please note: Security will not return property to anyone other than the identified owner.

