

TERMS AND CONDITIONS RELATING TO SPORTS FACILITY AND VENUE HIRE

Terms and Conditions relating to the hire of Sport Facilities at Lakeside Campus

These terms (together with the documents referred to in them) set out the terms and conditions on which the University of Worcester [subsidiary company] (“we”, “us”, “our”) enable you (“you”, “your”) to make a booking in respect of any of our sports venues or facilities. The details of the parties to any Contract will be set out in the Booking Form.

Please read these terms carefully before completing your booking. By booking our Venue you agree to be bound by these terms.

We may require further information from you so that we can ensure that your use of our facility for your self-led activity is compliant with our insurance guidelines.

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms, unless the context otherwise requires:

‘Attendee’ means any person who uses the Venue or attends our campus or any other premises with your permission (express or implied) or at your invitation during the Hire Period;

‘Booking Form’ means the accompanying document headed “Booking Form” to which these terms apply, which contains the details of your proposed booking including (as applicable) the Venue, Hire Period, details of Attendees and any Services we may agree to provide to you, together with details of the Hire Fee and any other charges that will be payable by you;

‘Business Day’ means any day including Saturday, Sunday or a public holiday in England and Wales, when banks in London are open for business;

‘Contract’ means the agreement for the Hire of the Venue for use by you and provision of any additional Services (where agreed), details of which are set out in the Booking Form and to which these terms apply;

‘Event’ means the [match, session, class, appointment, conference or event] for which you are using our Venue and facilities during the Hire Period;

‘Hire’ means the hire of a Venue for use by you as set out in the Booking Form, such use to be exercised in common with us and all others authorised by us so far as is not inconsistent with your rights under the Contract;

‘Hire Fee’ means the price quoted by us in the Booking Form and payable by you for the use of our Venue and any agreed Services in accordance with the Contract;

‘Hire Period(s)’ means the period(s) that we agree in the Booking Form to allow you and any person duly authorised by you (expressly or impliedly) to use the Venue and its facilities for an Event;

‘Services’ means any services which we agree to provide to you in addition to the use of our Venue during the Hire Period as set out in the Booking Form;

‘Terms’ means the standard terms and conditions relating to the Hire of a Venue and the provision of the Services set out in this document (including any variation of them) and any special terms and conditions agreed in writing between you and us;

‘Venue’ means [our [premises]/[campus] where the Booking Form states your Event is agreed to be held

‘Venue Manager’ means [our employee that is responsible for the Venue and your booking, as notified to you by us].

1.2 In these terms expressions in the singular may where appropriate be construed in the plural and vice versa, a reference to one gender will include a reference to the other gender and a reference to any person includes its personal representatives, successors or permitted assigns.

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2. **BOOKING PROCESS**

2.1 **Provisional Booking**

2.1.1 Following an initial enquiry from you regarding the availability of an Activity Booking OR Venue for Hire for your Event we will send you a completed (but unsigned) Booking Form and may (in our absolute discretion) reserve such Venue for your use during the Hire Period as a provisional booking. If we receive a conflicting request for a booking during the period of your reservation, we may (in our absolute discretion) inform you of such request and give you the opportunity to finalise your booking within [5] Business Days.

2.2 **Final Booking**

2.2.1 When we receive a signed Booking Form from you (which, for the avoidance of doubt, constitutes an offer) we, at which point confirmation will be sent for the Activity Booking OR Hire of the Venue and any agreed Services. No booking will be deemed to be accepted by us unless and until confirmed in writing by us. For the avoidance of doubt, we reserve the right to refuse to accept a booking, without giving a reason.

2.2.2 you will be responsible for ensuring the accuracy of the information on the Booking Form and for giving us any necessary information relating to the Activity Booking OR Hire, particularly regarding numbers of Attendees, any special requirements relating to them, and any Services required, within a sufficient time to enable us to perform our obligations under the booking, and in any event at least [10] Business Days before your Event.

2.3 **Amendments to Booking**

2.3.1 If you wish to amend any details on the Booking Form, you will notify US in writing as soon as practicable and we will use reasonable endeavours to make any reasonable changes, and will notify you of any associated additional costs which will be added to the End Fee (and will be paid accordance with paragraph 6.2(b) of these terms).

2.3.2 Whilst every reasonable effort will be made to ensure that the Activity Booking or Hire of a Venue and any associated Services are provided in accordance with the Booking Form we reserve the right (in our sole and absolute discretion) to make any changes to the booking which do not materially affect the Activity or Event in which case we will notify you as soon as reasonably practicable. Where you find such alternative arrangements to be unacceptable you will be entitled to cancel your Booking and we will refund any of the Fee that has been paid, but if you do not cancel your booking within [5] Business Days the changes will automatically take effect.

3. **YOUR OBLIGATIONS**

3.1 **Conduct**

you will, and will ensure that your Attendees will:

3.1.1 maintain good order and orderly behaviour throughout the time that you or any Attendees are occupying our Venue or any part of our campus or other premises; Use of the facility must be for the intended purpose ONLY

3.1.2 comply with all our rules and regulations and any additional reasonable instructions applicable to the Activity or Event, including without limitation those relating to health, safety, welfare, safeguarding and security, and with all applicable statutory requirements regarding your use of the Venue and responsibility for the Event; Standard Operating Procedures for self-lead activities must be adopted in line with relevant National Governing Bodies which we expect you to adhere to. (E.g. any activity undertaken out of hours during your residential stay is solely your responsibility, you are not permitted to use any activity specific equipment without a qualified UW staff member)

3.1.3 Where relevant, ensure that any external contractor (E.g. First Aid, Coaches, Retail Outlets, Equipment Hirers, Chip Timing, Commentators etc) employed by you complies with our rules and regulations and any applicable statutory requirements, and you will indemnify us against any liability, damage, cost or claim. We may incur as a consequence of any failure to so comply;] we will require copies of (RAMS) Risk Assessments, Methods Statements, Insurances, Proof of Competence (list not exhaustive) for all 3rd party contractors using our facilities as part of your Events.

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- 3.1.4 comply with any direction given by the Duty Manager, Fire Officer or other responsible person in relation to any health and safety compliance;
- 3.1.5 act in such a way as not to cause a nuisance, any damage, disturbance, annoyance or inconvenience to us, our employees or to any other visitor to our campus or premises, and we reserve the right to require any person who causes such a nuisance to leave our campus or premises immediately, in which case we will not be required to refund the Hire Fee or compensate you or any Attendee for any costs incurred, and you agree to indemnify us against claims by any such Attendee;
- 3.1.6 ensure familiarity with the Fire Evacuation and other safety instructions which are posted throughout the University campus, and after any emergency evacuation you will hold a roll call to ascertain if all Attendees are present and provide the Fire Officer with the name of any missing Attendee;
- 3.1.7 not smoke in any part of our Campus or other premises;
- 3.1.8 not bring portable stereos or other music systems onto our campus (except types which use personal earphones) unless agreed in advance by the Venue Manager.
- 3.2 **Use of Venue**
- 3.2.1 you may not use the Venue for any purpose other than that specified on the Booking Form or otherwise agreed in writing by us.
- 3.2.2 you will be responsible for:
- (a) ensuring that the Venue meets your requirements before signing a Booking Form (do not assume that the Venue contains any particular features or facilities unless we have informed you of these);
 - (b) obtaining licences for activities not covered by the existing [Premises License], any third party consent required and insurance as may be needed to hold the Event; (E.g. British Cycling)
 - (c) providing a sufficient number of personnel for the efficient supervision of your Activity Booking OR Event and/or appropriate ratios for the activities taking place as outlined in your accompanying Standard Operating Procedure (SOP), laid out by your educational establishment or statutory body.
 - (d) ensuring that any electrical appliances brought to the Venue and used are safe (having passed our portable appliance test if the appliances are not CE approved and/or more than a year old) and in good working order and that they are used in a safe manner;
 - (e) at the end of the Activity Booking OR Event leave our Venue and facilities in a clean and orderly state, and you will reimburse us in respect of any additional cleaning costs incurred and any damage to the facility as a result of your breach to the conditions set out within this document.
- 3.2.3 Where applicable, you must not, without first obtaining our written consent, in respect of the Venue or our campus or other premises, cause or permit:
- (a) the erection of any platform, stand, screen, apparatus, banners, decoration or furniture
 - (b) [the hosting of specialist entertainment as part of your Event (including any musical or theatrical performance or a firework display);]
 - (c) any flammable materials to be brought into the Venue or other buildings;
 - (d) the use of any loudspeaker system or other equipment within or outside the Venue or other buildings;
 - (e) animals or pets (other than Assistance Dogs) to enter; or
 - (f) the sale of merchandise without our prior written consent.
- 3.2.4 [you may not, without first obtaining the written consent of us and the relevant authorities, display from any public highway any advertisement, poster, placard, notice board or any other signage relating to your Event.]
- 3.2.5 Event catering is only to be supplied by the University of Worcester approved caterers (currently Chartwells) No other external contractors may be used for the provision of catering or supply of beverages.

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Food and drinks may however be bought onto site for personal consumption by those attending activity bookings, school bookings and birthday parties.

3.2.6 We reserve the right to display University of Worcester promotional material throughout the sports facilities and conduct tours of the sites for the duration of your event.

3.3 **Under 18s**

If any of your Attendees are under 18 you will ensure that:

3.3.1 you have staff members and/or responsible adults in attendance throughout the Activity Booking OR Event and the whole time your Attendees that are under 18 occupy our campus; and

3.3.2 the minimum ratio of staff members and/or responsible adults: (See Standard Operating Procedures for specific activities)

(a) one adult for every six pupils in school years 1 to 3 (under 5s reception classes should have a higher ratio)

(b) One adult for every ten to fifteen pupils in school years 4 to 6

(c) One adult for every 15-20 pupils in school year 7 onwards

such ratios to be increased if any Attendee(s) has/have a disability.

We have responsibilities towards the safeguarding of children, young people with whom it has contact and is committed to fulfilling its obligations under the Children Act 1989, the Children Act 2004, the Education Act 2002 the "Working Together to Safeguard Children" policy (Department for Children, Schools and Families 2010) and the Safeguarding Vulnerable Groups Act 2006. A copy of the University Policy on Safeguarding Children, Young People and Vulnerable Adults can be found on the University website. You agree to operate within these guidelines.

If the correct ratios are not adhered to the event or activity will be cancelled in accordance with clause 7 but payment as per clause 6 of these terms will still be applicable.

3.3.3 **Safeguarding**

3.3.4 As part of the KCISE (Keeping Children Safe in Education) we are required to ensure any Events organisers hosting events with U18s on our premises comply with the following;

i. Ensure that groups renting or hiring out premises have appropriate safeguarding and child protection policies and procedures in place (including inspection of these).

ii. There are arrangements in place to liaise with the venue on these matters where appropriate.

iii. Safeguarding requirements are included in any lease or hire agreement as a condition of the used of the premises.

iv. That failure to comply would lead to termination of agreement.

3.4 **Accidents and failures**

You will:

(a) UW Expect you to fully comply with all areas laid out in the Standard Operating Procedures provided for each activity, by us or your associated governing body; in addition to this we will insist up to date risk assessments, equipment maintenance logs, copies of insurance documents and all qualifications for competent members (if applicable) be provided to the manager and kept on file at the specific UW site. we reserve the right to refuse site usage if we feel that the recorded level of competency is not sufficient enough to warrant the health and safety expectations during each activity. In addition to this we expect all self-lead groups using any UW sports facility to have a least one fully trained first aider present for the entire session.

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- (b) Inform us immediately and UW staff will complete an accident report, as soon as is practicable after any injury to any person attending your Activity Booking or Event, at our Venue or on our campus by your permission, and
 - (c) report any failure of equipment belonging to us,
- and co-operate with us in any subsequent enquiries that we may make in connection with such accident and/or report of the accident.

4. HEALTH AND SAFETY, RISK AND INSURANCE

- 4.1 we will maintain and keep in good repair any apparatus and equipment that is available for use in our Venue and we have agreed you and your Attendees can use as part of your hire of the Venue.
- 4.2 For the purposes of compliance with the Health and Safety at Work Act 1974 you undertake to comply with all our instructions relating any equipment that we make available for your use and to take such other steps sufficient to ensure, so far as is reasonably practicable, that the equipment will at all times be safe and without risk to health when being properly used.
- 4.3 It is your responsibility to make sure that the activities covered by your booking are carried out safely and if requested by us, you must provide us with satisfactory evidence that you have carried out a full risk assessment in respect of your Event as detailed above
- 4.4 (Events Only) You will be responsible for supervising the participation of Attendees in your Event and ensure the safety of all participants. It is your responsibility to ensure you have any certification required to run the Event and you confirm to us that you will comply with all Health and Safety requirements in relation to the Event and your intended use of the Venue.
- 4.5 We strongly recommend that you obtain appropriate cancellation and other insurance against your potential liabilities to us under the Contract (and we reserve the right to insist that you take out such insurance as a condition of your booking) and provide us with evidence of such cover if requested.

5. SERVICES

- 5.1 If we agree to provide Services to you in the Booking Form we will do so on the basis of the specification contained in the Booking Form and using reasonable care and skill.
- 5.2 Should you experience any issues during your event please contact the nearest member of staff so that every reasonable effort can be made to resolve the issue prior to, or during the Event. our nominated Venue Manager will have sole decision making authority in relation to any issues experienced. Complaints should be reported by you to us as soon as practicably possible and will be limited to 10 working days following your Event.

6. PAYMENT

- 6.1 Except as otherwise stated under the terms of any quotation and unless otherwise agreed in writing between you and us, all quotations given by us in a (unsigned) Booking Form will be valid for a period of [20] Business Days from the date of the quotation. Activity Booking(s) are charged as per published annual prices on the Lakeside website.
- 6.2 Subject to any special terms agreed in writing between you and us, you will pay the Hire Fee in accordance with the following provisions: (Events and One off bookings only).
 - (a) We reserve the right to request at the time of returning a Booking Form a non-refundable Deposit of [25%] of the Hire Fee;
 - (b) not more than [30] Business Days after the commencement of the Hire Period you will pay the remainder of the Hire Fee (including any additional or extra charges that have been agreed since the Booking Form was completed).
 - (c) Activity Bookings will be invoiced on a monthly basis and payment will be expected within 30 days

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6.3 Payment may be made to the account details set out below by electronic bank transfer, bankers' draft or cheque drawn on a UK Bank, or by debit/credit card payment by telephoning the finance department on 01905 855113. Please quote your invoice number for all payments.

Sort Code	20-98-87
A/c No.	40989282
A/c Name	University of Worcester
SWIFT BIC	BARCGB22
IBAN	gb63 barc 2098 8740 9892 82

Remittance advice' should be forwarded to:
The Finance Office
University of Worcester
Henwick Grove
Worcester
WR2 6AJ
and crossed A/C Payee Only

6.4 If you fail to make any payment due pursuant to paragraph 6.26.2 on or before the due date then, without prejudice to any other right or remedy available to us, we may (in our absolute discretion):

- (a) charge interest on any sums outstanding at a rate of 4% per annum over Barclays Bank plc Base Rate; and
- (b) suspend the Contract and be under no further obligation to provide any further use of the Venue to you until such payment is made.

6.5 Our invoices may be based on the number of Attendees during your Activity Booking or your Event, in which case we will notify you of this on the Booking Form. Any subsequent increase or reduction in number of Attendees after signing the Booking Form is subject to agreement with us and additional charges will be made in respect of any such additional Attendees.

6.6 Where a booking has been finalised prior to a price change in respect of a Period following the price change these changes will not affect the booking (i.e. where we have already sent you a booking confirmation), except in cases of obvious error.

6.7 The Hire Fee does not include the provision of parking (unless agreed otherwise), additional toilet facilities, specialist technical staff (unless agreed otherwise) or additional staffing above the agreement at the time of booking.

6.8 The Hire Fee is exclusive of VAT (Value Added Tax) which you will be liable to pay us at the applicable rate (where applicable). Schools/Education is zero rate tax, prices as quoted.

7. CANCELLATION AND TERMINATION

7.1 You may cancel your booking (or part thereof), in addition to as provided for in paragraph 2.3.2, at any time by providing notice in writing to us, subject to cancellation charges calculated in accordance with the following (which you acknowledge and accept are a genuine estimate of the loss that we will suffer due to a cancellation): (Applicable to One off bookings or events only)

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Number of Business Days prior to the commencement of the Hire Period that we receive notice of cancellation:	Proportion of Hire Fee that is refundable:
More than [72] Business Days	[75%]
Less than [72] Business Days	[50%]

7.2 We may cancel a booking in the following circumstances:

- (a) if we reasonably believe that the Activity Booking or Event might prejudice our reputation,
- (b) if we reasonably believe that you may be unable to meet your financial obligations to us under the Contract,
- (c) if we reasonably believe that you have breached any of your anti-bribery obligations (under the Contract or statute), or
- (d) upon the occurrence of any event outside our reasonable control which prevents us from being able to fulfil our obligations under the Contract,

in which case [we may refund to you any Deposit paid and will refund any remainder of the Hire Fee that you have paid to us,] but will accept no further liability for any expenses incurred or losses suffered by you or any Attendees as a result of such cancellation.

7.3 Upon cancellation of a booking, the Contract in respect of that booking will be terminated. Either party to the Contract will also be entitled at any time by giving written notice to the other to terminate the Contract (in which case the booking will also be cancelled) if the other party:

- (a) is in breach of the Contract and such breach is remediable but is not remedied within a period of 10 Business Days of being notified of it;
- (b) fails to pay any sum due by it pursuant to the Contract within [5] Business Days of the due date for payment; or
- (c) becomes bankrupt or insolvent or has a liquidator, administrator, administrative receiver or receiver appointed to it or in respect of any of its assets or makes any arrangement available to insolvent debtors with its creditors or any equivalent event in any applicable local jurisdiction occurs.
- (d) For Activity or Block bookings; unless we receive 48hrs notice prior to agreed date then FULL hire cost will be charged.

8. LIABILITY

8.1 Our liability to you

8.1.1 Subject to paragraph 0:

- (a) We shall have no liability to you for any loss of profits, loss of business, loss of data or any special, indirect or consequential or pure economic loss, costs, damages, charges or expenses arising out of any Contract;
- (b) Our total liability to you under or in connection with any Contract shall not exceed the total sum [paid]/[payable] by you under the Contract.

8.1.2 We will not be liable for the loss of or damage to personal property of your Attendees on our premises or for personal injury to Attendees, visitors or guests whilst on or in University property unless caused by an act or omission of us or persons acting on our behalf.

8.1.3 We will not be responsible for any vehicles, trailers or equipment parked or left on our campus or grounds by you or your Attendees, which are parked or left at your or your [Attendee’s] own risk.

Nothing in these terms excludes or limits our liability to you for death or personal injury resulting from our negligence, or for fraud or fraudulent misrepresentation, or for any matter for which it would be illegal or unlawful for us to exclude or limit our liability.

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8.2 **Your liability to us**

you will indemnify us and keep us fully indemnified from and against all costs, claims, expenses, demands, charges, liabilities, damages and losses of any description (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) incurred or suffered by us arising either directly or indirectly out of or in connection with your use (and/or that of your Attendees) of the Venue or our other premises. This indemnity shall not apply to the extent that a claim under it results from our negligence or wilful misconduct.

9. **GENERAL**

9.1 **Admission**

we reserve to Ourselves, our employees, agents and those authorised for the purpose, at all times the right of entry into the Venue and a right to refuse admission or to eject from the Venue and/or our campus and any other premises any person for any reason and without stating the reason.

9.2 **Disturbances**

Should disturbances occur during your Booking or Hire Period our security staff will attend and deal with the situation and you, or your representative, will be expected to assist in resolving the incident at the time of its occurrence.

9.3 **Confidentiality and Data Protection**

Any information that you provide to us in the course of booking will be treated as confidential and you authorise us to use, store or otherwise process any personal information which relates to and identifies you, your members of staff or Attendees to the extent reasonably necessary to provide the use of our venue and any other services. You confirm that, to the extent necessary, you have the consent of any individual whose personal information is included regarding the provision of that information to us.

9.4 **Anti Bribery**

If you have booked a Venue you must at all times:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (b) comply with our anti-bribery and anti-corruption policies as updated from time to time (current versions of which are available from [www.worc.ac.uk]); and the Venue Manager
- (c) promptly report to us any request or demand for any undue financial or other advantage of any kind received by you or by any of your staff or representatives in connection with your relationship with us (whether before or after any Contract was entered into).

9.5 **Events beyond our reasonable control**

we shall not be, or deemed to be, in breach of any Contract for any delay or failure in performance, in whole or in part, if such delay or non-performance is due to any cause beyond our reasonable control, including (without limitation) any act of God, war, industrial disputes, protests, fire, extreme weather conditions, explosion, an act of terrorism, pandemics or epidemics, national emergencies, form of Government intervention, non-performance by suppliers or subcontractors, interruption or failure of utility services, including electric power, gas or water.

9.6 **Entire Contract**

Any Contract constitutes the entire agreement between us and you in relation to the hire and your use of the Venue and any Services and supersedes all prior agreements, understandings or discussions between the parties, other than representations made fraudulently.

9.7 **Variations**

9.7.1 we may update or vary the Terms (in our absolute discretion) and will inform you if we do so.

9.7.2 Any typographical, clerical, or other error or omission in the Booking Form, invoice or other document issued by us will be subject to correction without any liability on our part.

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9.8 **Waiver**

No failure or delay by us to exercise any right, power or remedy will operate as a waiver of such right nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

9.9 **Governing Law and Jurisdiction**

Any agreement for the provision of services will be governed by and interpreted in accordance with English Law and both you and us submit to the jurisdiction of the Courts of England.