

LOUGHBOROUGH UNIVERSITY Sports Development Centre

CONDITIONS OF REPEAT BOOKINGS AND EVENTS HIRE

1. **Definitions**

<i>University</i>	means Loughborough University, Loughborough, Leicestershire, LE11 3TU
<i>SDC</i>	means Sports Development Centre.
<i>We and us</i>	means according to context the University or its servants or agents
<i>Hirer</i>	means the organisation hiring facilities including the individual who signs the contract and the individuals who use the facilities
<i>You</i>	means the Hirer
	each a Party and together the Parties
<i>Booking</i>	means either a single or a Repeat Booking
<i>Repeat Booking</i>	means a booking for a series of uses of Facilities at different times
<i>Children</i>	means persons under 18 years of age
<i>DBS</i>	means the Disclosure and Barring Service
<i>Facilities</i>	means the facilities hired under this contract including any additional facilities used at the request of the Hirer
<i>Force Majeure</i>	means any event affecting either PARTY's performance of its obligations under this Agreement, arising from or attributable to act, omissions, causes or accidents which are beyond the reasonable control of the affected PARTY, including strikes, lockouts or industrial action, acts of God, expropriation or confiscation of facilities, any action taken by a governmental or public authority of any kind or by any competent international authority (including not granting a consent, exemption, approval, clearance, change in regulation or ruling), war, hostilities, rebellion, terrorist activity, local or national emergency, civil commotion or disorder, riot, invasion, failure or shortage of power supplies, epidemics, storms floods earthquakes, fires, explosions or other catastrophe. For the avoidance of doubt, Force Majeure does not include (i) failure by the Venue Provider to adequately test systems, processes or equipment or any consequences of such failure, (ii) strike, lockouts or other industrial action by employees of the Venue Provider or its suppliers or sub-contractors, or (iii) events which are attributable in whole or part to the fault or negligence of the affected PARTY or to a lack or shortage of money
<i>Loughborough Sport</i>	Means the brand identity used by SDC and partners involved in the provision and playing of sport at Loughborough University
2. **Data Protection and Data Processing**
 - (a) Loughborough Sport as part of Loughborough 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.
 - (b) Loughborough Sport may share your data with third parties for agreed data processing, such as the collection of subscription fees or to allow us to keep in touch with you about your account. These communications will be regarding your subscriptions, participating activities and service messages. The third party will not be allowed to use or disclose your data to any business, organisation or individual, unless required by law.
 - (c) Loughborough Sport is committed to protecting your personal data and informing you of your rights in relation to that data. Please refer to our privacy policy on the University website for further details. This policy may be updated at any time, we encourage you to check back regularly to review any changes. Loughborough University is registered as a Data Controller under the Data Protection Act 1988 (registration no. Z3179802), if you would like to speak to us about how we collect and process your data, please contact our Data Protection Officer;
Address: Academy Registry, Loughborough University, Epinal Way, Loughborough, Leicestershire, LE11 3TU.
Email: dp@lboro.ac.uk
Telephone: 01509 222819
3. **Contract**

The University SDC will hold a provisional booking for you for five working days, or three working days if the provisional booking is within four weeks of the event that you wish to hold.
4. **Booking Requests**
 - (a) For a Repeat Booking, please complete the repeat booking request form online for the facility of interest.
 - (b) For all other facility hire bookings, please email sportbookings@lboro.ac.uk.
5. **Booking Confirmation**
 - (a) **Repeat Bookings**

A confirmation email will be sent to you to confirm the booking of the requested sports facilities. Once a booking has been confirmed by SDC, it is your responsibility to communicate any amendments to the booking.

(b) **For all other facility hire bookings**

For all other bookings, you confirm the booking for the event with us by signing and returning a copy of the booking form to sportbookings@lboro.ac.uk.

Once a booking has been confirmed by returning a signed booking form, it is your responsibility to communicate any amendments to the booking. To ensure there are no delays in the invoicing process, we require your PO (if applicable) at the time of booking confirmation.

We will not be bound to hire the facilities until we are in receipt of the signed form within the time scales above.

Any booking which involves the use of an outdoor PA system requires approval by the University. An application form can be requested by contacting Alison Barlow (A.J.Barlow@lboro.ac.uk) and needs to be completed 8 weeks in advance of the requested booking date.

6. Publicity

You may not use in your publicity the University (LU) or Loughborough Sport logos or refer to the SDC without the prior consent of the University or SDC.

7. Refusal

The University reserves the right in its absolute discretion:

- (a) To refuse any application to hire facilities.
- (b) To refuse admission to any person.
- (c) To evict any person from the facilities.

8. Hire Charge

(a) General

- 1 The hire charge is the total charge shown on the Booking Form and is inclusive of VAT.
- 2 If you ask us to provide additional facilities or staffing, these will be charged to you at the rates prevailing at the date we supply them. The total hire charge will be adjusted accordingly.
- 3 In the event of any monies becoming overdue we will be entitled to charge you interest (both before and after any judgment) on the amount unpaid from the payment due date until payment of the overdue amount. Interest will be charged at the rate of 4% per annum above National Westminster Bank base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 4 SDC reserves the right to increase Charges on an annual basis. Price changes are effective from the 1st of August annually. Customers will be advised of any changes to the pricing structure at the time of booking confirmation.

(b) Invoicing Bookings

- 1 Invoices are run on a monthly basis following bookings taking place and within 8 weeks of the event date.
- 2 The balance of the hire charge will be due 30 days from the date of the invoice.

(c) Non-Invoicing Bookings

- 1 It is your responsibility to pay all bookings before the activity takes place and failure to do so will result in cancellation of your booking.
- 2 For a Repeat Booking, we request that you arrange payment on a calendar month basis, and this must be completed at least 2 weeks in advance of the first day of the upcoming month.
- 3 The right to cancel a booking follows clause 9 of this document.

9. Deposit

If the cost of the Event is more than £2500, SDC reserves the right to invoice the Hirer for a deposit of 25% of the total estimated contract price.

This deposit is due within 7 working days of the Hirer confirming the booking by returning the signed booking form and signed copy of the terms & conditions to the Booking Administrator. Monies paid as deposit are non – returnable in the event of cancellation (irrespective of notice period).

10. Cancellation

All amendments involving a reduction in numbers/facilities will be viewed as cancellations of the Booking Contract, apart from amendments to Repeat Bookings where occasional changes to the series will be considered without a cancellation fee, subject to the discretion of SDC. On receiving an amendment of a confirmed booking, SDC will issue a new Booking Contract showing the revised booking and the rates. This will include any cancellation charges for the cancelled Booking Contract, as outlined below:

- (a) If you cancel the contract before the event, you must pay to us the following:

within 2 weeks' notice of cancellation	100% of total hire charge
2 weeks' notice of cancellation	90% of total hire charge
1 months' notice of cancellation	75% of total hire charge
2 months' notice of cancellation	50% of total hire charge
3 months or more notice of cancellation	no charge
- (b) If we cancel the contract through no fault of the Hirer, our liability will be limited to a full refund of the hire charge. Under no circumstances will we be responsible for any consequential loss.

Cancellation fees are payable following clause 7b. In the event of an unpaid cancellation fee being overdue, you will be unable to book any further events until the overdue fees have been paid.

11. Indemnity and Insurance

- (a) The use of the facilities we hire to you is entirely at your risk. The University will accept no responsibility for the death or personal injury of anyone attending a sports event unless such death or personal injury is caused by or arises out of the negligence or breach of statutory duty by the University or its employees. Liability will not be accepted for any other loss or damage that may occur while attending the University's premises unless it occurs as a result of the University's negligence..
- (b) Save in respect of an event of Force Majeure, the University agrees that it will indemnify the Hirer against all damages, claims, liabilities, costs, losses and expenses whatsoever awarded against or incurred by the Hirer that may arise as a result of any act or omission of the University or its employees, agents or subcontractors in connection with the performance of its obligations under this agreement and because as a result of the non-conformity or the potential non-conformity of the University services.

12. Hirer's Obligations

- (a) You are not permitted to carry out any alteration to any building hired to you or to change or alter any fixtures, fittings, floor markings, decorations or equipment hired to you without prior consent in writing from the University.
Floor surface markings (Indoor Facilities): You are not permitted to use 'tape' on the floor, for any purpose, without prior agreement with the Sports Development Centre. This includes the need to use 'tape' to lay carpet, secure extension leads or any other equipment.
- (b) You are responsible for:
 - (i) The administration, organisation and running of your activity or event and you must comply with conditions laid down by SDC. If you want us to organise a special event or run the administration of your event for you, this will be subject to a separate contract.
 - (ii) The supervision and control of all visitors, spectators and officials and the maintenance of good order.
 - (iii) Leaving the premises including all facilities, changing rooms, toilets and showers in a clean and tidy condition. If you do not do this, we shall charge you for the cost of any necessary additional cleaning.
 - (iv) Ensuring that there are sufficient stewards and officials on hand during the period of hire to ensure full compliance with all relevant health and safety legislation.
 - (v) Ensuring that all users wear the correct footwear. Under no circumstances are outdoor shoes permitted for indoor facilities.
 - (vi) Ensuring that all accidents are reported forthwith to University staff on duty.
 - (vii) The Hirer agrees to nominate a main contact who will have overall responsibility for hire & will be available at all times during the event.
 - (viii) The Hirer shall acquaint itself and all other participants with the facility Emergency Operating Procedures and Normal Operating Procedures, which are available upon request.
 - (ix) The Hirer agrees that it will indemnify the University and keep the University fully and effectively indemnified against all damages, claims, liabilities, costs, losses and expenses whatsoever awarded against or incurred by the University that may arise as a result of any negligent act or omission of the Hirer or its employees, agents or subcontractors save where such an act or omission is in accordance with the instructions of the University. You must indemnify us against all claims, which may be made against us in respect of your use of our facilities. We strongly recommend that you arrange appropriate insurance cover against this risk.
- (c) You must pay for all damage caused to any University property as the result of the hiring.

13. Hire Non-transferable

Your right under this contract to hire our facilities and equipment is not transferable.

14. Gaming and Lotteries

No betting, gambling or gaming is permitted on the University premises.

15. Sponsorship, Broadcasting or Television

You may not grant sponsorship sound or television broadcasting or filming rights without prior consent in writing from the University. It will be a condition of any permission granted that the University reserves the right to be a party to any such agreement and to share with the Hirer income and publicity derived from any such agreement.

16. Photography

Photography and video recording are strictly prohibited without acquiring permission in advance of the activity. Permission needs to be applied for at the time of booking confirmation with our sports booking team.

17. Catering

You are not permitted to make your own catering arrangements on our premises without prior consent in writing from the University. Please contact Refresh on deliveredservice@lboro.ac.uk to request for consent to bring other catering onto campus. Alternatively please use the online booking service (<https://www.lboro.ac.uk/services/campus-living/food-drink/refresh/order-online/>) to order catering from Refresh.

18. Alcoholic Drinks

Consumption of alcohol is prohibited in all sports facilities. Alcohol may only be consumed in the licensed premises on campus.

19. Personal Property

All property belonging to the Hirer is brought on to the campus entirely at the risk of the Hirer. Groups and Voluntary organisations are responsible for the security of all property or valuable possessions brought onto University premises and are advised to arrange separate insurances for such property and valuable possessions.

20. Parking

Motor vehicles may only be parked in the designated car parks on the University campus.

21. Governing

Law

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22. Dispute Resolution and Termination

The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 working days of either Party notifying the other of the dispute such efforts shall involve the escalation of the dispute to the finance director or appropriate chief officer (or equivalent) or each PARTY. In the absence of any such resolution, the Parties agree to refer the matter to Mediation.

23. Assignment and Engagement of Third Parties

No assignment, delegation, subletting or subcontracting of the performance of this Agreement or any part thereof by the Hirer will be allowed, unless by agreement with SDC.

24. Grass Pitch Hire

The University reserves the right to transfer or cancel bookings for grass pitches up to, and on the day of the booking as necessary, due to conditions caused by bad weather, for safety reasons or longer term damage to the pitch. The decision will be made in consultation with the University Facilities Management Ground staff and SDC

25. Miscellaneous

Entire Agreement

Each of the Parties acknowledges and agrees that in entering into this Agreement, and the documents referring to it, it does not rely on any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether part to this Agreement or not) other than as expressly set out in this Agreement. Each of the Parties acknowledges and agrees that the only remedy available to it for breach of this Agreement shall be for breach of contract under the terms of this Agreement. Nothing in this Agreement shall, however, operate to limit or exclude any liability or fraud

This Agreement and the documents referred to in it, constitute the entire Agreement and understanding of the Parties and supersede any previous Agreement between the Parties relating to the subject matter of this Agreement.

Third Parties

No party other than the Parties shall be entitled to enforce the terms of this Agreement and accordingly the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

20. DBS

It is the responsibility of all groups and voluntary organisations accompanying Children and vulnerable adults, using the University facilities, to comply with legislation governing the protection of such persons. It is the policy of the University to seek assurances of such compliance and accordingly it requires confirmation of the following:

- (a) That appropriate DBS checks have been conducted in relation to all staff and/or volunteers accompanying Children and/or vulnerable adults while on University premises; and
- (b) No person whose checks indicate that he or she is unsuitable to work with Children or vulnerable adults will be included in any activities taking place on the University's premises.