

# University of the West of England – Centre for Sport

## Hire of Sports Facilities – Terms and Conditions

### GENERAL TERMS AND CONDITIONS

1. The company, institution or person hiring facilities and services is here in after called “the Customer”. University of the West of England premises, including car parks and grounds to be hired and/or used by the Customers, are hereinafter called “the premises”.
2. In the case of a Customer who is an unincorporated association, the person signing the application undertakes personally pay any charge arising from the booking, not with standing that he may be acting as agent for the association.
3. The price of the facilities and services will be stated to the Customer at the time of the booking. This price may be raised thereafter by the University to take account of any increase that may occur in the costs of providing the facilities and services between the time of the booking and the use of the facilities and services.
4. The rights of the Customer here under do not constitute a tenancy or other interest in the premises, but are limited to a licence to the Customer to enter there on for the agreed periods only.
5. No relationship of employment is created between the parties.
6. Subject to the provisions of S4 of the Unfair Contract Terms Act 1977 the Customer will:
  - a. Indemnify the University and its staff against all costs, claims, actions and demands arising out of letting and the use of the premises by the Customer and the people the Customer brings or attracts to the premises;
  - b. Compensate the University and its staff for any injury, loss or damage suffered and arising out of the letting as foresaid;
  - c. Comply with instructions given by staff of the University in relation to the hiring, and ensure that people brought or attracted to the premises as a result of the hiring do likewise.
7. Subject to the provisions of SS2 and 3 of the Unfair Contract Terms Act 1977 the University shall in no circumstances (including its own negligence or that of its staff or guests) be liable for:
  - a. Any illness, disease, ailment or loss or damage to property, theft or other loss or harm suffered by the Customer or by their or his officers, servants or by any person brought or invited on to the premises by them or him and the Customer will fully indemnify the University against any claim or action arising there from and against any costs and expenses thereby caused to the University or its agents;
  - b. Any breakdown of machinery , failure of supply of electricity, leakage of water, fire, government restriction or Act of God which may cause the

premises to be temporarily closed or the hiring to be interrupted or cancelled.

8. The University is not obliged to provide courses or lecture or teaching staff and the Customer will make all the arrangements in respect of these matters unless specific arrangements are agreed to the contrary.
9. The University reserves the right to provide alternative accommodation where appropriate.
10. The Customer will be liable for payment of the price of the facilities and services for any period booked even if, for any reason beyond the control of the University, the Customer does not use these facilities and services.
11. The Customer undertakes to pay, at a charge to be determined by the University, for any services required by the Customer in addition to those expressly provided for in this agreement.
12. The Customer shall not sub-let the premises or any part thereof or assign the benefit of this agreement.
13. The premises shall be used strictly for purposes for which the hire of the accommodation has been agreed by the University and for no other purpose whatsoever. The Customer will not engage in activities which are likely to bring the University into disrepute.
14. The Customer will observe the University's Code of Practice on Freedom of Speech and the Right of Lawful Assembly which includes the following principles
  - a. The maintenance of freedom of thought and lawful expression shall be a cardinal policy of the University. Every vigilance shall be exercised to prevent the expression of points of view that constitute an incitement to riot, insurrection, racial hatred, sexual harassment or unlawful activities generally;
  - b. Accordingly, the articulation of particular viewpoints shall not be prevented only because they are deemed 'unacceptable' by some of the University community;
  - c. The suppression or attempted suppression of such points of view by violence or intimidation is contrary to the nature of this and other institutions dedicated to learning;
  - d. While peaceful demonstration is a legitimate means of drawing attention to an issue or to a counter-viewpoint, any act or demonstration that endangers the safety of individuals or property, or that seeks to deny a fair hearing, is condemned. There is an expectation going beyond this that visiting speakers will be received and treated with courtesy;
  - e. Observance of the principles will be required of any other persons, groups or organisations permitted to hire or otherwise use University premises for events arranged or sponsored by them. A copy of the Code can be seen in the Directorate and Secretariat Offices and in site administrative offices.

15. All persons brought to the premises must comply with Licensing and other statutory requirements and the Customer will indemnify the licensee against all claims arising there from.
16. Whilst on the premises the Customer shall not use restaurant and bar facilities except those provided by the University or its assignees unless express approval to the contrary has been given by the University.
17. Animals, birds, fish and reptiles must not be brought on to or kept on the premises without the prior consent or approval of the University. Approval will normally be given in the case of guide dogs for visually impaired persons.
18. The University reserves the right to refuse any booking without explanation and to cancel any booking made through or at its Centre for Sport for any of its facilities, including but not limited to the sports hall, squash courts, climbing wall or all weather pitch if the space is required. In the event of such cancellation by the University, its representative will give a minimum of 24 hours' notice to the Customer if practicable and any fees or deposits already paid will be refunded, or alternative dates may be offered.

## **SPECIAL CONDITIONS OF HIRE OF THE CENTRE FOR SPORT FACILITIES AND EQUIPMENT**

### **FOR BOOKINGS**

This agreement is between you ("the Customer") and The Centre for Sport ("CFS") which is hiring the facilities on behalf of the owner, The University of the West of England ("UWE").

**Booking times** – The facility booked will be available for occupation between the times stated on the booking application. Please ensure that enough time is allowed to set up and clear away before, and after, use of the facility, as occupancy of the buildings or grounds for longer than the booked times may be charged.

**Uses of facilities** - Visitors are not permitted to enter the area or rooms, or to use any facilities or equipment, other than those connected with the use of the facilities allotted to them by prior agreement. The facilities booked may only be used at the times and for the purposes agreed by the CFS. Unless the CFS gives prior consent the Customer may not invite onto UWE premises persons other than members of the Customer's party.

**Control and safety** - Visitors use the facilities and equipment at their own risk. The control and instruction of visitors is the responsibility of the Customer. In particular the Customer must ensure that the number of persons using the facilities at any time is not in excess of the number that may safely use them. It is the duty of the Customer and their party to take reasonable care for the health and safety of themselves and others.

## FACILITIES FOR HIRE

### Frenchay Campus

1 Sports Hall, 1 Floodlit artificial pitch, 1 Climbing Wall, 1 Aerobics Studio and 2 Squash courts.

Prices and bookings are directed to the Centre for Sport reception, Frenchay Campus.  
Telephone: (0117) 32 86200

## TERMS

**Right to refuse hire** – The CFS reserves the right to decline any application for hire of CFS premises.

**Damage or Loss** - The hirer is liable for any damage or loss to the property that occurs during the hire of the CFS premises.

**Cancellation of bookings** - Once a booking has been accepted, CFS reserves the right to charge for the booking unless reasonable notice of cancellation has been given (24hr notice required for ad hoc cancellation of facilities, 1 week required for block bookings)

**Loss of articles** – CFS accepts no responsibility for the security of any clothing, money, valuables or other property belonging to visitors, nor accepts liability for their loss or damage.

**Terms of Payment** – Fees must be paid on the day of the event or prior to using the CFS premises. In the case of a Customer who is an unincorporated association, the person signing the application undertakes personally to pay any charges arising from the booking, notwithstanding that he may be acting as agent for the association. Customers who are in default of these payment terms may not be permitted to hire facilities again.

**Block bookings** - Payable in two halves; upon commencement of the agreement block booking and half way through the booking period or monthly. Failure to make payment may result in termination of the booking. The minimum number of pitches required to qualify for a block booking are:

a. 10 weeks for fixtures on artificial pitches

**Indemnity** - The Customer indemnifies CFS and the UWE at all times against any and all injury, loss, damage, costs and expenses suffered or incurred by CFS and against all actions, claims, demands, or proceedings made or brought against CFS or the UWE resulting from any act or default of the Customer. This also applies to any member of the Customer's party or any other party invited by the Customer onto CFS premises (whether invited with or without CFS's permission). The responsibility of CFS for such damage, loss or injury is expressly excluded.

## CONDITIONS AND RESTRICTIONS

**Equipment** – The Customer must ensure all users wear the correct footwear. No blades, studs or moulds may be worn on the artificial pitches; please see attached guide for examples of suitable footwear.

**Competence** - If National Governing Bodies stipulate specialist tuition is required, prior to the use of the premises the Customer should provide the CFS with certificated evidence of the competency of the intended group tutor/leader.

**Smoking** – Smoking is not permitted in the buildings or on the grounds/astro.

**Sale of goods** - Except with CFS's prior written consent, the organiser may not exhibit any advertising or allow the sale of goods on the premises.

**Parking** – Visitors are reminded that their cars are left entirely at the owner's risk. Neither CFS nor the UWE accepts any responsibility for the security of any vehicle, clothing, money, valuables or other property belonging to visitors, nor accepts liability for their loss or damage. The CFS will advise the Customer of where to park at UWE especially for events.

**Notices** - Visitors must comply with any notice displayed on any of the buildings or grounds.

**Alcohol** - No alcohol may be brought onto UWE property. By prior arrangement refreshment requirements can be supplied through the CFS on an account basis.

### Specific to the artificial pitch

1. The Customer must ensure that all players use the correct footwear.
2. On entering the fenced area ensure players use the brushes provided so as not to carry any mud onto the pitch.
3. It is encouraged for spectators to remain outside the fenced area in the seated stand provided.
4. When moving goalposts ensure the wheels provided are used to manoeuvre them to the new position.
5. DO NOT move any goalposts onto the playing surface.
6. Changing/toilet facilities are located in the CFS.
7. Floodlights are controlled from the CFS. It will be up to the CFS to decide when the lights get turned on.

## **SUPPORTING DOCUMENTS (can supplied on request)**

UWE CFS Safety policy

Campus maps

Guidance on appropriate footwear for an artificial pitch

## **HEALTH AND SAFETY**

**Accidents** – In the event of emergency at the Centre for Sport the Customer, at the very first opportunity, must contact the Centre's reception or speak to a member of staff who will then contact the emergency services. Any accident that occurs on UWE property **MUST** be reported at the time of the event, or as soon after as is practicable, to a member of staff, when an accident report form must be completed.

**Fire** – On arrival at the facility, the Customer should read the displayed fire notice. On hearing the alarm, the facility must be evacuated immediately to the Centre's car park. The Customer must ensure all doors to the facility are closed and walk to the designated assembly point via the signed escape route. The Customer, at the very first opportunity, must contact the Centre's reception or speak to a member of staff who will contact the fire brigade. The Customer should undertake a headcount to ensure that all visitors are accounted for whilst waiting for the fire service to arrive. Under no circumstances should the Customer re-enter the facility until suitably advised by the fire authority; either a member of UWE security services or the fire brigade officer in attendance.

**Disabled access** – The site provides suitable facilities to cater for disabled access and services. If a member of the Customers group has specific requirements these should be provided at the stage of booking, or as early as is practicable, so appropriate arrangements can be made.

**Health and Safety Policy** - A copy of the UWE CFS health and safety policy statement can be provided on request.

**First Aid Kits** - All clubs should bring their own first aid kit. The Centre also has a first aid provision (first aid kits/ice)

## **CONTACT POINTS**

For all matters in relation to the facilities and services provided by the CFS contact the CFS reception – (0117) 32 86200 or email [centreforsport@uwe.ac.uk](mailto:centreforsport@uwe.ac.uk).