

ULSTER UNIVERSITY
FULL CONDITIONS GOVERNING HIRE OF SPORTS FACILITIES

Individuals or organisers booking Sports Facilities are reminded that by signing and submitting the attached official Booking Form that they are entering into a legally binding contractual arrangement with Ulster University which will be concluded by the University confirming the booking.

1. Terms

- 1.1 The person or organisation to whom approval is granted (Hirer) will be held responsible for the conduct and supervision of all persons attending the event(s) covered by that approval and the termination of the event(s) at the time specified.
- 1.2 The Hirer will be held responsible for any damage caused to the facilities or property by any person or persons attending the event(s) covered by that approval.

2. Use of University Facilities

- 2.1 The number of persons attending an event must be in accordance with the accommodation available and be consistent with the number of supervisors in attendance.
- 2.2 Approvals for use of facilities include use of toilets and changing rooms.
- 2.3 No University accommodation, other than that authorised, may be used, disturbed or entered into. Animals are not permitted on campus.
- 2.4 Items of equipment may not be available for events unless specially requested beforehand. Where any non-University service is required by the organisers and the University makes the necessary arrangements, it should be clearly noted that under such circumstances the University acts as an agent and not the principal and can therefore not be held responsible in the event of any problems arising.
- 2.5 First Aid support is available at the Sports Centre Reception, however for events with over 80 participants we shall require the Event Organiser to arrange more extensive first aid cover.
- 2.6 Any irregularities or damage must be reported to the Sports Centre Reception before leaving premises and will be charged to the final account.
- 2.7 Only activities that are deemed compatible with the University's Charter and Statutes and consistent with the objects of the University as a place of teaching, learning and research will be permitted to take place on University premises. The University reserves the right to refuse to accept any booking solely at its discretion and without giving a reason.
- 2.6 You and your party must comply with all rules, regulations, policies and codes of practice of the University including but not limited to:
 - harassment
 - equality policies
 - health and safety including fire safety and evacuation procedures
 - freedom of expression
 - child protection and vulnerable adults policy and supervision requirements
 - Users of specialist facilities should ensure that participants comply with the rules and regulations policies and codes of practice of their sport.

3. Insurance and Indemnity

- 3.1 You shall indemnify Us against all loss, expenses or damage to our property or third party

property and in respect of death or personal injury to any person in conjunction with Your or Your contractor's use of the facilities. You shall indemnify Us against all claims which may be made against Us in respect of such matters except personal injury, loss or damage resulting from Our negligence. You shall effect and maintain, and ensure that those providing entertainment or services arranged by You at the event effect and maintain public liability insurance in respect of the matters indemnified to a minimum cover of £5 million. We reserve the right to refuse to accept any booking if evidence that the insurance cover referred to above is not produced at the time of booking.

- 3.2 The University does not accept any responsibility or liability in respect of loss or damage to any property or equipment bought on to University premises by You or on Your behalf.
- 3.3 Your attention is drawn to the fact that the type of insurance cover required to cover Your liability for the Event is highly specialist and is not covered by most conventional policies. Therefore You should seek advice from their own insurance agent/broker with regard to the appropriate policies to put in place for the Event and required pursuant to clause 3.1 above.

4. Confirming Your Booking

- 4.1 Ulster University will confirm Your booking upon receipt from you of a signed and completed booking form ('**Booking Form**') in the University's standard form as issued to You by US accompanied by the following items which must be satisfactory to the University:
 - 4.1.1 the required deposit in accordance with clause 4.1.6 below;
 - 4.1.2 a completed Event Schedule
 - 4.1.3 a copy of Your relevant insurance policies (maintained and up-to-date) which would be required in the normal course for an event similar to Your Event and in addition those required pursuant to clause 19 below;
 - 4.1.4 Your risk assessment for Your Event; and
 - 4.1.5 where young persons under the age of 17 or vulnerable adults are attending your event, a copy of your relevant protection policy and procedures.
 - 4.1.6 a non-refundable deposit equivalent to 25% of the total charge for your booking as notified by Us to You ("**Booking Deposit**").

The University may at its sole discretion refuse to accept any booking in which case you shall not be charged a Booking Deposit.

- 4.2 By signing and completing the Booking Form you thereby agree to pay all the charges for the Event, meals and other facilities as set out on the Event Schedule, subject to cancellation or variation thereto strictly in accordance with this Contract.
- 4.3 No Booking Form or Contract between the University and You shall be completed or accepted until you have complied with the provisions of this clause 3 to the satisfaction of the University and the University has confirmed that it has accepted the booking for Your Event.

5. Cancellation

- 5.1 Cancellation of a booking must be notified in writing as soon as possible and in any case not later than one week before the date concerned. In the event of a cancellation of a booking, or failure to attend, by an organisation, the Ulster University reserves the right to retain the Booking Deposit and collect the previously agreed charges in whole or in part.
- 5.2 The Ulster University reserves the right to change or cancel a booking. Where a booking has to be so cancelled or changed as much notice as possible will be given and the Booking Deposit shall be returned to you.

6. Payment

- 6.1 The person who signed the application form shall be responsible for the prompt payment of the account which is due from the date of issue.
- 6.2 We will invoice You for all charges, less any deposit paid pursuant to clause 4.1.6 above or

any advance payments made approximately seven days after the Event. You must pay in sterling, to the address shown on the invoice, within 30 days of the date of the invoice. You will pay any bank charges involved in making the payment. If You do not pay the invoice in full within 30 days, We will charge you interest on the amount outstanding at 3% above Bank of England base rate from time to time. Charges may include charges for any loss or damage whatsoever incurred by the University as a result of the actions of You or any member of Your party and for any additional goods or services supplied in addition to those detailed on the Booking Form. Where accounts remain unpaid beyond 30 Days further bookings will not be accepted.

- 6.3 Charges may include charges for any loss or damage whatsoever incurred by the University as a result of the actions of you or any member of your party and for any goods or services supplied in addition to those detailed on the Booking Form.

7. Behaviour on University Premises

- 7.1 You must make sure that You, members of your party, your agents and anyone visiting you at the University behave in such a way that they do not cause a nuisance or unreasonable disruption to the University, its members, students or employees, or to any other visitor to the University.
- 7.2 The accommodation shall not be used for the delivery of any lecture or display or for the performance of any dramatic or musical work in which copyright subsists without the consent of the owner of the said copyright or in any other manner infringe any subsisting copyright, which consent shall be produced on request. The accommodation shall not be used for events of a political or religious nature.
- 7.3 You shall be responsible for the behavior of all members of your party, and you shall ensure they do not undertake any activities that may bring the University into disrepute, comply with all licensing, statutory, health and safety requirements and other such matters or instructions issued under them and at all times comply with the instructions of the Sports Centre staff and University Security Service.
- 7.4 The facilities and the University premises must be treated with care and respect, You and your party must respect the privacy of its residents and shall not interfere with or gain access or attempt to gain access to those parts of the University premises for which public access or access is indicated by the University as being unauthorised. It is essential that noise levels are kept to a minimum especially between the hours of 10.30pm and 8.00am.
- 7.5 You shall ensure your party do not behave in a manner which puts others (including delegates or members of the University) at risk or which is abusive, threatening or offensive to the staff, students or visitors to the University.
- 7.6 If You or any of your party does not behave in an appropriate manner we may exclude them or any member of your group from University premises and/or terminate the Event in whole or in part immediately. We shall not be liable if we exclude any person or persons or terminate the Event in whole or part pursuant to this clause in any manner whatsoever and You shall not be entitled to a refund or reduction.
- 7.7 The University will not be liable to You for any loss (including consequential loss), damage, costs or liability suffered or incurred by a member of Your group, or those invited to attend by You.
- 7.8 You agree to pay the University on an indemnity basis for any loss or liability of any kind to any person which results from you or any member of your party failing to obey any University Ordinance, Regulation or Rule.
- 7.9 Any organisation or individual making bookings are reminded that they may not use the name of Ulster University or associated logos save with specific authorisation. Where usage is required such use shall be qualified by a note that any courses offered are not courses of the University. Photographs of any part of the University must not be used without formal approval.

8. Signature of Booking Form

- 8.1 By signing the booking form the representative of the organisers accept the terms and conditions noted herein and warrants that he or she has been duly authorised to legally bind the individual or organisation on whose behalf the booking is being made. In the event of the organisation not being an incorporated body, the signatory to the booking form warrants that he or she has the power to bind members of the organisation being a partnership or unincorporated association all jointly and severally as agents, failing which the signatory accepts personal liability under the contract which is entered into.