

Esports Centre at the University of Warwick: Terms and Conditions

PLEASE REFER TO CLAUSE 5 TO UNDERSTAND YOUR CANCELLATION RIGHTS UNDER THESE TERMS AND CONDITIONS.

These Terms and Conditions relate to your (hereinafter used interchangeably throughout these Terms and Conditions with “you”, “your”, “user”) use of the facilities available at the Esports Centre (hereinafter used interchangeably throughout these Terms and Conditions with “our”, “we”) and unless stated otherwise relate to the services directly provided by University of Warwick. For the avoidance of doubt these facilities and services will include:

1. Pay to play
2. Centre hire

Hereinafter collectively known as “Services”.

We are the University of Warwick (trading as Esports Centre) a company incorporated under Royal Charter, registered in England and Wales under company number RC000678. Our administrative offices are situated at University House, Kirby Corner Road, University of Warwick, Coventry CV4 8UW. The address for the Esports Centre is, Junction, University of Warwick, Coventry CV4 7AL, UK. Our VAT number is GB545270058.

<https://warwick.ac.uk/esports>

To help you to gain the best from the Esports Centre and to understand our responsibilities and your responsibilities to us, please read these Terms and Conditions carefully. Please note that different or additional Terms & Conditions may apply to other payments, programmes, events, or facilities. If you have any questions about these Terms and Conditions, please write to us at esports@warwick.ac.uk or speak to a member of our team.

To make these Terms and Conditions easy to use and read, we have split them into three sections.

Section 1 – Terms and Conditions of Your Use

All users must adhere to the same Terms and Conditions.

Section 2 – Data Protection

This section sets out how we collect, store and use your personal information.

Section 3 – Rules and Regulations of the Esports Centre

These rules apply to you for the use of our facilities. Without limitation these include, use of the computers, consoles, screens, and any Esports Centre buildings (hereinafter known as “Centre”). They are necessary to ensure we can offer an enjoyable and safe

environment for you, and our participants and other users to share during every visit. You must also take note and comply with the signs and notices displayed around the Centre. They form part of our contract with you.

How these Terms and Conditions apply to you.

These Terms and Conditions apply at all times and take priority over anything that a member of our team has told you. These Terms and Conditions replace any previous versions. From time to time we may amend any part of or replace these Terms and Conditions entirely because of changes in relevant laws and regulatory requirements, or to reflect changes in the way we operate. If we revise these Terms and Conditions as they apply to you, we will contact you to give reasonable advance notice of the changes. In the event, if you are unhappy with any changes or amendments to the Terms and Conditions, we will provide guidance around any cancellation procedures.

SECTION 1 – TERMS AND CONDITIONS OF YOUR USE

1. YOUR RESPONSIBILITIES

1.1 As a user of our Centre, you will be responsible under

these Terms and Conditions. This means that:

- You are the only person who will be able to tell us to do anything in relation to the purchase of any Services;
- You will be responsible for paying for the Services;
- You will be responsible for paying any extra charges and fees for using the Centre, Services, and any equipment made available by us to you for hire (hereinafter referred to as "Equipment") that are not covered by your payment category;
- You must adhere to all rules and regulations for using the Centre set out in **Section 3**. You must comply with all of our reasonable instructions and requests, as made from time to time.

You must not:

- carry on any conduct which is inappropriate or which might annoy or put other users of the Centre in danger;
- carry on any conduct or behaviour that is not in line with the rules and regulations of the Centre or that causes damage to Equipment or the Centre;
- eat or drink except in the designated areas. For the avoidance of doubt, smoking is prohibited at all times within, and in close proximity to the Centre.

1.2 You must:

- leave each part of the Centre, that you have used, in a tidy and orderly condition;
- return any Equipment that you have used or hired from us in the same condition that such was received;
- observe all instructions relating to the use of the Centre during the provision of the

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Services and use of Equipment, and your behaviour or conduct around the Centre. These instructions may be published by notice around the Centre; and

- treat other users with dignity and respect, as outlined in Section 3 paragraph 4.

2. PAYMENT CATEGORIES

2.1 You are entitled to use the Services within the Centre according to your category of payment. The Centre will provide you with the information about the range of Services available and when you can use them. Each category of payment may have certain restrictions which only apply to that category of payment. Details of any restrictions on payment categories are available upon request. Alternatively, you can speak to a member of our team for any clarification.

2.2 Not all payment categories will be available at all times at the Centre and certain payment categories will only be available at certain times, at our discretion. We reserve the right to discontinue any category of our payment. We will endeavour to give you 1 months' notice where this is the case. Where we stop offering certain categories of payment, we will endeavour to offer you a suitable alternative payment category (if applicable).

2.3 If you have a disability which means that you need someone to help you use the Services and access the Centre, your assistant will not be required to register with us to access the facilities. You will not have to pay a fee for your assistant. However, the assistant can only use the facilities to help you. If your assistant would like to have their own independent access

to use the Services, they will be subject to any applicable charges, and these Terms and Conditions.

2.4 Where we make any changes, pursuant to these Terms and Conditions, that affect your payment category and you are unhappy with them, you may cancel your payment by giving 1 months' notice in accordance with Paragraph 5.

2.5 For the avoidance of doubt, any change we make to the name of a payment category will not be considered a change of payment category or its content.

2.6 Changing your payment category:

(a) We understand that your needs can change over time. You are not able to change your payment category. However, your purchase service will remain on your account until you have completed and used the Services.

3. PAYMENT FEES AND PAYMENT DETAILS

3.1 Payments for Services must be made using the following scheme: up-front payment in full or by direct debit where this is offered, unless you are using the Centre on a day pass (where payment will be made on the day).

3.2 Payment will begin either on the day you make an application for use of the Services or when a direct-debit payment is made by you, whichever is earlier.

(a) Your payment for Services will begin when you are signed into the Centre.

(b) Your services will run for the duration you are signed into the Centre.

4. Other charges

In the event that you wish to use or are found using any Services at the Centre that are not part of your payment category, then you will be liable to pay any additional charges/fees on-demand. We will display the charges on our website.

5. PAYMENT CANCELLATION

5.1 Without prejudice to anything stated in any part of these Terms and Conditions, if you wish to cancel your payment the following provisions will apply:

(a) If you have a Service (paid in full for the Services) and your payment is entirely unused, you will be refunded the full amount within 30 days;

If you have a Service (paid in full for the Services) and your payment is partly used, you will be refunded for the closest available payment category minus your used Services. For example, if you purchase 4 hours for £15.00 and use 2.5 hours, you will be refunded for the equivalent of 1.5 hours according to the payment categories.

5.2 Ending your payment early where your circumstances change.

As a consumer, you are entitled to a fourteen (14) days' cooling-off period ("the Cooling-off Period") during which you can cancel your payment without charge and obtain a pro-rata refund in respect for any services paid for and not used. The 14 day period runs from the date on which your payment commences. After this time, you can only apply for a refund if one or more of the following applies to you:

(a) You can end your payment at any time if:

- you are suffering from a medical condition which means you are unable to use the Centre's Services, which in a doctor or medical practitioner's opinion prohibits you from playing for a period of three months or longer;

- you lose your employment or are declared bankrupt;

- you are a staff or community member and are relocated in your employment location which is more than 15 miles from the Centre; or

- we are satisfied that there has been a change in your personal circumstances, other than those listed above, which means that in our reasonable opinion it is no longer reasonable for you to use the Centre's facilities and Services or to continue to be a user.

(b) Refund of payment fees will only be granted for one of the reasons above and upon receipt of satisfactory evidence. An administration fee of £15 will be applied to all refunds. Refunds will be applied on a pro-rata basis. The decision of the Esports Centre management is final on this matter.

(c) To end your payment, for one of the reasons listed above, you must give us notice in writing in line with paragraph 5. For payments paid upfront in full, your payment will end on the day of refund collection.

(d) You must give us suitable evidence. These documents will be reviewed together with your cancellation request and the decision of the Esports Centre management will be final.

(e) Refunds will be paid

back onto a debit or credit card.

(f) Refunds will be calculated from the day of collection on a pro-rata basis.

(g) There is no option to downgrade your payment to one of decreased value or reduced facility access under any circumstances.

5.3 We reserve the right to refuse entry and use of the Centre or end your Services should an individual's behaviour or appearance be deemed inappropriate. In any event, you agree to comply with the University's regulations and policies.

(a) We will not tolerate our team or other users being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the Police, to ban you immediately and permanently from the Centre, and end your entire payment, at the ultimate discretion of the Esports Centre Senior Leadership Team.

(b) We reserve the right to revoke your payment in the following circumstances, at the ultimate discretion of the Head of Esports:

- if you break or are repeatedly in breach of these Terms and Conditions and you do not or cannot put it right within seven days of us writing to you;

- if you break the Centre's rules;

- if with your knowledge or permission, another person uses your payment to gain access to the Centre; or

- if you are rude or abusive to our team or any other member at the Centre or behave or threaten to behave in a violent or aggressive way in the Centre (see Section 3 clause 4.3).

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5.4 If we cancel your payment for any of the reasons in 5.3 above, we have the right to keep a proportion of the money you have paid under these Terms and Conditions to cover any reasonable costs that we have had to pay as a result.

6. GIVING NOTICE TO US

6.1 If you want to give notice to us to end your payment, it must be in writing to the following address: Esports Centre, Junction, University of Warwick, CV4 7AL. Notices must be addressed to the Esports Centre. We will accept notice by email to esports@warwick.ac.uk. If you need to provide evidence of certain things, you can provide them as attachments to an email.

6.2 Your notice is not effective until we have received your valid evidence. We strongly advise that when you give notice you get proof that we have received it. For example:

- if you send us a notice by post, send it by recorded delivery (we will have to sign the delivery notice when we receive it);
- if you hand your notice in at the Centre, ask for a receipt; or
- if you send us your notice by email, ask for a delivery receipt.

6.3 We will confirm that we have received your notice within 10 working days of receiving it. If you do not receive this confirmation within 10 working days, you must immediately let the Centre know so they can check whether we have received it.

6.4 From time to time we may need to contact you about your payment, so it is important you let us know if your address, contact phone number and

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email address changes. If we need to give notice to you:

- it will be effective if we send it to the address or email address we have in the records we hold about you; and
- if we give notice during a month the notice period will run from the first day of the following month.

6.5 Anywhere in these Terms and Conditions where we ask you to give notice of one calendar month or more, if you give notice during a month, we will treat it as if we have received it on the first day of the following month and the notice period will run from that day. For example, if you need to give us one month's notice on the 23 June, your notice will be effective from 1st July, it will run to the 31st July.

6.6 The only exception to this is if you give us notice at the beginning of the month. This means that if we receive notice from you up to and including the fourth day of a month, we will treat this as if we received it on first day of that month and notice period will run from that day.

7. Esports Centre Bookings

a) A maximum of 68 (sixty-eight) players are permitted per booking.

b) The user under which the booking was made, must be present and participating for the full use of the booking (or session).

c) Spectators are not permitted to observe from inside the Esports Centre. Spectators can instead observe from any of the available viewing balconies situated outside of and above the Centre.

8. EQUIPMENT

8.1 We may make Equipment available for hire at the Centre. Please ask at Reception for details. You must pay Equipment hire charges in advance before you borrow the Equipment.

8.2 You must return Equipment at the end of the session or by the time and date specified, in the condition in which you borrowed it (fair wear and tear excepted).

8.3 You may be asked to pay a deposit for hiring Equipment. We will be entitled to keep the deposit or part of it to cover our losses if you do not return the Equipment at the end of the session or by the time or date agreed or if you return the Equipment in a damaged state (fair wear and tear accepted). If the Equipment is so badly damaged, or not returned at all, we reserve the right to charge you for all of our costs, incurred in repairing or replacing the Equipment.

8.4 Equipment is for your personal use only while you are at the Centre. You must not lend, hire, or sell the Equipment, or take it away to use at another location.

9. SERVICES

9.1 We will use all reasonable endeavours to provide any Services with reasonable care and skill. Where you use any Services, you must be honest and truthful with the advisor about any medical conditions which you have. We will not be responsible for any injury or damage which occurs because you have not so told the advisor or have not followed the advisor's advice or instructions (i.e. not due to our negligence).

9.2 We are not responsible or liable to you in any way for any

services provided by a third-party delivery agent using our Centre.

10.MAKING CHANGES TO THE CENTRE, SERVICES OR ACTIVITIES

10.1 We have the right to increase, reduce or withdraw Services and activities in any part of the Centre either permanently or temporarily (e.g. shut down days, events etc.).

10.2 If we decide to make other changes to the Services and activities available at the Centre we will give you reasonable notice by displaying updates on our website.

10.3 We will display opening and closing times for you at the Centre entrance and/or on our website. Opening times may vary during holiday periods.

10.4 We reserve the right to change the Centre's opening hours, Services or facilities available at any time, at our sole discretion, including situations where the University of Warwick invokes its severe weather policy. Where changes are made we will, where reasonably possible, display notices in the Centre and on the website, notifying users of the change.

10.5 Your right to access and use the Services is in common with all other users of the Centre. You acknowledge and accept that use of the Services is on a 'first come first served' basis and you may be unable to access certain Services at particular times if they are being used by other users (for example, if all the computers are booked out or if the console area is reserved for competitions). Additionally, if emergency or planned maintenance is being carried

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out, some Services may be temporarily suspended until such maintenance is completed. We will seek to keep disruption to the Services to a minimum in such cases and will keep users of the Services informed as to any temporary access restrictions.

10.6 We reserve the right to vary, revoke or add to these Terms and Conditions or the General Health & Safety rules at any time. Without prejudice to your rights under these Terms and Conditions, we will undertake reasonable endeavours to give you one (1) month's advance notice in the event that any changes to the above are being implemented.

11.LIABILITY

11.1 We will not be liable for any accident, injury, loss or damage you suffer in carrying out an action against our instruction, advice, or against your medical practitioner's medical advice. You carry out these actions at your own risk.

11.2 In any event, no provision under these Terms and Conditions will limit our liability for any personal injury or death caused by our negligence.

If you suffer an injury or death on the premises or within the grounds of the Centre as a direct result of our negligence, we will compensate you for any proven losses which you suffer as a result of this, in which event the limit of liability in Paragraph 11.5 will not apply.

11.3 You should lock all of your belongings and personal property in the lockers provided around the Centre. We do not accept any liability for theft, loss or damage to your property occurring on the premises or within the grounds of the Centre, except where any theft,

loss or damage occurs as a direct result of our negligence.

11.4 Vehicles may be parked at the Centre at the sole risk of the owner. We do not accept any liability for theft, loss, car parking fines or damage of any vehicle parked at the Centre.

11.5 Notwithstanding clauses 11.2 and 11.3 if we are found to be liable to you for any losses, damage or compensation under these Terms and Conditions (whether as a result of our breach of them or otherwise), our total liability to you shall be limited to the amount of your payment fee for the current term of your payment for Services. We will not be liable to you for any type of loss or damage that does not occur as a direct result of our breach of these Terms and Conditions, or negligence.

12.COMPLAINTS AND FEEDBACK

12.1 If you have a complaint, the following shall apply in this particular order:

i) You should first tell a member of the team at the Centre. If you are not satisfied with the response, you should either contact the Esports Centre Coordinator if they are available, or email

esports@warwick.ac.uk.

ii) If you are still unsatisfied with the processes and the way your complaint has been handled, you can write to the Head of Esports by e-mailing esports@warwick.ac.uk outlining your complaint and addressing it for the attention of 'Head of Esports'. You agree to comply with the complaint's procedure outlined above.

We are not under any obligation to consider

complaints that do not follow the procedure outlined above.

13. ENGLISH LAW

13.1 These Terms and Conditions shall be governed by English law and you can bring legal proceedings in respect of the Services in an English court. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Centre for Effective Dispute Resolution (CEDR) via their website at www.cedr.com. CEDR will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

SECTION 2 - DATA PROTECTION STATEMENT

1. COLLECTION AND USE OF YOUR DATA

We will process your personal data in accordance with the Data Protection Act 2018, the General Data Protection

<https://warwick.ac.uk/esports>

Regulation (UK GDPR), Privacy and Electronic Communications 2003 (EC Directive) Regulations 2003 and any Relevant replacement/subsequent UK privacy legislation, for the purposes of performing its obligations and exercising its rights under these terms and conditions. We refer you to the University's Privacy notice: <https://warwick.ac.uk/services/legalandcomplianceservices/dataprotection/privacynotices/>

SECTION 3 - RULES AND REGULATIONS OF THE CENTRE

1. GENERAL HEALTH & SAFETY AND RULES

1.1 We do not allow pets into any part of the Centre (except when used for assistance).

1.2 To protect your safety please pay attention to all signs and notices around the Centre.

1.3 Fire exits are clearly marked throughout the Centre. If there is a fire or if you hear a fire alarm, you should make your way out of the Centre through the nearest possible exit to the advertised assembly point.

1.4 If you suffer an injury or accident, you must report it and the circumstances to which it occurred to the assistant on duty.

1.5 You must not smoke whilst using the Centre, or within 12 feet of the Centre, or within the Junction Building.

1.6 While at the Centre we expect you to behave appropriately, respectfully, and politely and dress appropriately, at all times. We can prevent you from entering the Centre or ask you to leave

if we think that your behaviour or appearance is not suitable.

1.7 You must not use the Centre if you have a contagious illness.

1.8 Unless prior, written permission has been sought from the Esports Centre Management, you must not:

- sell or attempt to sell or promote in the Centre, to other user(s), any

goods, services, articles, or equipment:

- put up any notices or decorations (internal or external);

- take photographs at or in the Centre, including the use of mobile devices (video calls, camera phones etc.), or arrange for any filming, or televising of any activity therein.

- If you do so, we may take any action outlined in Section 1. Paragraph 5.3.

2. ESPORTS FACILITIES

2.1 If you have any concerns about your physical condition, you must not engage in or carry out strenuous activity without seeking medical advice.

2.2 You are advised to warm up properly before any strenuous activity, and cool down properly to avoid any injury or physical strain.

2.5 The minimum age for use of the Esports Centre facilities is 3. Users under the age of 16 must be accompanied by a user aged 18 or over at all times.

2.6 We are not liable for any injuries, damage or loss you incur, not following the

instructions of the Centre team, or not following your medical practitioner's medical advice. Please see loss, damage, or injury for which we will be liable in Section 1, paragraph 11.

2.7 When using the Centre facilities, users must use a wipe down and put back equipment after use to its allocated position.

2.8 Users must not bring any rucksacks or bags into the Centre unless permitted by an assistant. Personal bags are to be stored in the lockers provided upon entrance to the Centre.

3. LOCKERS

3.1 You bring all personal belongings to the Centre at your own risk. We do not accept legal responsibility for any loss or damage to these items.

3.2 If you lose a key to a locker you have used you will be liable to pay the cost for the new key.

3.3 If you find lost property you must hand it to a Centre Assistant immediately. Any items submitted to us will be held for a period of four (4) weeks, after which they will be gifted to a charity of our choice. You will be responsible to check and secure any items submitted to us, and we will accept no liability for any items subsequently gifted to a charity.

3.4 Equipment / belongings must not be stored in lockers overnight. If any property is found in lockers when the Centre is closing, it will be stored for 24 hours (or a longer period should we so decide), during which time it may be collected by you. Following this period, property may be disposed of.

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3.5 We reserve our right to charge a £5 fine for leaving property in lockers overnight.

4. CONDUCT AT THE CENTRE

4.1 We operate a strict code of conduct which applies to all users while at the Centre.

4.2 You must respect members of our team and other users, members, and guests of the Centre at all times and treat them with dignity. You must respect their rights, treat them fairly, be mindful of them when expressing your views, treat them with courtesy, and respect their authority and reasonable decisions.

4.3 You must not use rude or offensive language.

4.4 You must not use abusive language or threaten others or use the facilities to incite hatred or promote your religious beliefs.

4.5 Racial abuse or sexual harassment will not be tolerated under any circumstances.

4.6 You must take care when using your tablet or smart phone while at the Centre. Images displayed on websites or shared through social media can be offensive or distressing to others in your immediate vicinity.

4.7 You should be aware of any behaviour you consider inappropriate or violent, including bullying, harassment, discrimination and physical violence or sexual crimes. Examples of harassment and bullying are where others are behaving in an unwanted, unsolicited and unwelcome manner that is offensive or intimidating to you, or are behaving in an offensive, abusive, intimidating, malicious

or insulting manner which makes you feel upset, threatened, humiliated or vulnerable. Harassment and bullying includes treating another person less favourably on the grounds of gender, age, race, gender reassignment, marriage and civil partnership, pregnancy and maternity, disability, sexual orientation, religion or other beliefs.

4.8 If you feel that you, or another user of the Centre, is being subjected to harassment, bullying, discrimination, a lack of dignity and respect, or violence in any form, including those mentioned above, you are encouraged to challenge or report this. Please visit the following link for more information:

<https://reportandsupport.warwick.ac.uk>

In the event you witness an act of physical violence or sexual crime, we strongly encourage you to contact the police.

5. IF YOU BREAK THESE RULES OR TERMS AND CONDITIONS

5.1 If you break these rules or terms and conditions, or do not comply with any notice around the Centre, we may do any or all of the following (at the ultimate discretion of the Head of Esports):

- (a) ask you to leave immediately;
- (b) end your payment;
- (c) take any other action against you that we deem appropriate.