

WARWICK SPORT TERMS AND CONDITIONS FOR HIRE AND FACILITY USE

CLAUSE 5 CONTAINED HEREUNDER SETS OUT YOUR CANCELLATION RIGHTS. PLEASE READ THESE CAREFULLY TO UNDERSTAND YOUR LIABILITY FOR ANY CANCELLATIONS.

These Terms and Conditions shall form the entire agreement between You and Us for the use of Facilities. By agreeing to these Terms and Conditions, We grant You a license to use Our Facilities in accordance with the Booking Form. For the avoidance of doubt Your agreement for the Hire of Facilities is with the University of Warwick. If You have any questions in relation to these Terms and Conditions please do speak to a member of Our staff or email Us at: sportsales@warwick.ac.uk.

For clarity, the following definitions apply in relation to Your use of the Facilities and may be referred to throughout these Terms and Conditions interchangeably.

"Booking Form" means the form that outlines the relevant Facilities to be hired for the Event.

"Charge" the charges/fees payable by You for the Hire of the Facilities or Equipment plus VAT (if applicable).

"Event" refers to a one-off event, a series of events or as agreed between Us and You under the Booking Form, and such to be held at the Facilities.

"Equipment" means the items provided to You, as stated on the Booking Form.

"Facilities" or **"Facility"** means:

- (i) sports halls;
- (ii) fields, courts, pitches, pools;
- (iii) meeting rooms, balconies; and
- (iv) any other facilities within or around Our premises as amended from time to time and as specifically mentioned in the Booking Form.

"Hire" means a license granted by Us to You for Our Facilities in accordance with and for a period outlined in the Booking Form.

"Us", "We" "Our" means the **University of Warwick** (company registration no RC000678) with its administrative offices situated at University House, Kirby Corner Road, Coventry, CV4 8UW.

"You", "Your", "User" means an individual or an organisation (whether incorporated or unincorporated) booking the Venue for Hire or use.

1. FACILITY BOOKINGS

1.1 Facilities may be booked for an Event, subject to Our approval in accordance with clause 2.

1.2 Certain Facilities can be booked online via Our website for specified one-off Event(s). Online bookings must be paid for in advance. Please note clause 3 which sets out Your rights.

1.3 Except as set out in 1.2 above, all Bookings must be in writing on Our Booking Form.

1.4 You must submit Your completed Booking Form together with the required deposit (if any) within 14 calendar days of Our provisional confirmation.

For **Business Users**:

All deposits are nonrefundable.

For **Consumers**:

Pursuant to the Consumer Contracts (*Information, Cancellation and Additional Charges*) Regulations 2013, any deposits paid for the Hire of Facilities are non-refundable. For cancellation of Your Hire, please refer to clause 4.

1.5 For the avoidance of doubt, any enquiries made by You or on Your behalf will not create a legally binding agreement between Us and You.

1.6 All Booking Forms received by Us along with a deposit will remain subject to Our written approval. There is no legally binding agreement between Us unless We have sent You a confirmation in writing. We will communicate with

You through the email address provided on the Booking Form.

1.7 We will use Our reasonable endeavours to provisionally hold the date and time for Your Booking for fourteen (14) calendar days after Your initial reservation. If We do not receive your signed Booking Form within 14 days of Your reservation, Your Booking is presumed cancelled and We may hire that part of Facilities reserved by You on Your chosen date and time to any third party.

1.8 We reserve the right in Our absolute discretion, at any time, to:

- (a) refuse any application to hire Facilities.
- (b) refuse admission to You or any person, organisation.
- (c) revoke any license granted under these terms and conditions with immediate effect. This will mean that You or any person(s) accompanying You will be asked to leave the Facility immediately.

1.9 Except where stated otherwise, no part or provision of these terms and conditions or the Booking Form gives You or any party accompanying You any exclusive access rights to the Facilities.

2. HIRE CHARGES

2.1 Unless We agree otherwise all bookings for hire of the Facilities must be paid for in advance at the time of booking. Your booking will not be confirmed until We have received a signed Booking Form and where applicable, a deposit. In any event, all bookings will be subject to a written confirmation from Us.

2.2 Where You have paid a deposit in connection with Your booking, the balance will be due no later than 15 days before the date of the Event, unless stated otherwise on the Booking Form.

2.3 If You do not pay the Charges when they are due, without prejudice to any other legal remedies or rights, We may charge You interest (both before and after any judgment) on the amount unpaid at the rate of 4% per annum above Barclays Bank PLC base rate from time to time, until payment in full is made (a part of a month being treated as a full

month for the purpose of calculating interest).

2.4 The Booking Form will outline total Charge in relation to the Hire of Our Facility. The Charge shown on the Booking Form is exclusive of VAT. VAT will be added where applicable.

2.5 If You are a consumer, You should receive details of the Charge inclusive of VAT. If You are not sure whether this is the case, please contact Us at sportsales@warwick.ac.uk for clarification, detailing your booking and the Charge.

3. HIRE OF EQUIPMENT, EXTRA FACILITIES AND CATERING SERVICES

3.1 If You request any additional Facilities or Equipment from Us at a later date or after Our confirmation in relation to Your Hire of Our Facility, these will always be subject to availability and additional Charges. Any additional Charges will be payable immediately upon confirmation from Us.

3.2 If You ask Us to arrange for a service to be provided by any third party (without limitation, including catering), We will only act as an agent for You. Any resulting contract is between You and the third party providing the service and You shall be entirely responsible for the payment for third party's fees, costs and expenses. We reserve the right to charge an administration fee of fifteen (15) per cent on the total invoiced value for the goods and services ordered at your request by Us. We will treat the third party as a person visiting You at the Premises.

4. CHANGE IN CHARGES

We undertake reasonable measures to remain competitive. However, Charges may be subject to change as outlined hereunder:

For Businesses:

4.1 If You book Facilities for Hire more than a year in advance, We may need to change our Charges. We will undertake all reasonable measures to inform You of any changes in Our Charges and in any event, not later than six (6) months prior to the date of the booking.

If You are not happy with any change in the Charges You may cancel your booking with Us. Any deposits paid in relation to this Event shall be non-refundable.

For Consumers: If We change our charges six (6) months prior to the Event You reserve the right to cancel your Booking. Any deposits paid in relation to this Event shall be refundable.

5. CANCELLATION

5.1 Cancellation by You;

For Consumers:

You acknowledge that under the Consumer Contracts (*Information, Cancellation and Additional Charges*) Regulations 2013, the agreement for the hire of Facilities is a limited contract in respect of leisure activities on a specified date, and that You do not have an automatic right to cancel this agreement during any "cooling off period". Your only cancellation rights are as set out in the rest of this clause 5.

For Businesses:

You acknowledge that this agreement is for a specific value in relation to the services that will be tailored and provided according to Your specifications. Subject to provisions hereunder, You do not have an automatic right to cancel.

(a) If You wish to cancel your Booking, You must inform Us as soon as possible, in writing, via sportsales@warwick.ac.uk.

(b) If You wish to cancel the contract before the event, at the discretion of the Director of Sport, You will be immediately liable (unless agreed otherwise in writing) for the following Charges:

- Fourteen (14) or less than fourteen (14) days of the Event: 100% of total Charge;
- Less than one (1) month but greater than fourteen (14) days of the Event: 75% of total Charge;
- Between 1-12 months: 50% of total Charge
- Over 12 months: deposit only.

(c) If You cancel your Booking within any period specified in paragraph 4.1 (b), You will be responsible for covering any cost associated with the cancellation of any related ancillary contracts, for example, contracts for food and drink, first aid or other vendors that have been booked for the Event.

(d) For the avoidance of doubt and without prejudice to the foregoing, any change in Event size, Facility or Equipment will be considered a cancellation for all intents and purposes. We reserve the right to transfer Your Event to a Facility more suited to Your needs. We will endeavor to consult You, where possible, if this happens.

5.2 Cancellation by Us;

(a) We are entitled to terminate this agreement forthwith on notice to You if any Charges due and payable under this agreement have not been paid in accordance with the payable dates outlined in the Booking Form.

(b) We reserve the right to transfer or cancel any bookings up to and on the day of the booking as necessary, if by reasons beyond Our reasonable control, without limitation, due to a fire, tempest, explosion of any kind, failure or neglect on the part of any utility supplier (electricity, gas or water) labour strike, civil commotion, war (or threat thereof), act or threatened act of terrorism, fire or explosion, bad weather or any other event beyond Our control, Our ability to provide the Facilities or Equipment is hindered or prevented. For the avoidance of doubt, except as outlined in this agreement, We shall not be liable to You for any fees, charges or costs that You may have incurred as a consequence of any cancellation(s), suspension, change(s) or replacements in the Facilities and/or Equipment outlined in the Booking Form.

Any decisions in accordance with this clause 5 will be in consultation with the Estates Ground staff and the Director of Sport to determine the suitability of the Facilities on the day/date of the Event. We will notify You of any cancellation as soon as reasonably practicable in the circumstances, and You acknowledge that this may be on short notice. If We cancel or transfer any Booking, We will either:

- refund the full amount of the Charges relevant to the cancelled Event including any deposit paid; or
- offer You the opportunity to hold your Event on a different day, in which case We will not refund any Charges.

5.3 In any event, Our total liability to You shall not exceed the total Charges payable by You, in respect of any cancellation. Under no circumstances will We be responsible to You for any loss or damage that You suffer as a consequence of Our cancellation, including any ancillary contracts that are cancelled as a consequence, loss of

profits, loss of business revenue, damage to Your reputation or any other commitments contingent upon delivery of the Event.

6. RISK, INDEMNITY AND INSURANCE

6.1 You are responsible for carrying out relevant checks and determining the suitability of Our Facilities and Equipment for the purposes of Your Event. You are required to submit a risk assessment report and copies of relevant insurance documents to Us seven (7) days prior to the Event. We will endeavor to reasonably assist You in this regard (where possible). YOUR USE OF THE FACILITIES IS ENTIRELY AT YOUR OWN RISK.

6.2 YOU ARE SOLELY RESPONSIBLE FOR ENSURING THE FACILITIES ARE SUITABLE FOR THE EVENT. We do not provide any warranty, representation or undertaking as to the quality, fitness for purpose or suitability of the Facilities provided under this Agreement, except that We shall use Our reasonable endeavours to provide any such Facilities with a reasonable degree of skill, care and diligence.

6.3 YOU ARE SOLELY RESPONSIBLE FOR THE SAFETY OF ALL PERSONS WHO ATTEND YOUR EVENT. Your Event will not be supervised by any coach, lifeguard or safety personnel. The University shall not be held responsible 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 or agents.

6.4 You shall indemnify the University, its employees, contractors and agents against all losses, costs, claims and damages which may be made against Us or them (including without limitation claims by any person attending Your Activity or Event) in respect of Your use of Our Facilities or resulting from Your breach of this agreement. You must have appropriate insurance cover in place against these risks.

7. OUR LIABILITY TO YOU

7.1 This paragraph 6 sets out Our entire liability to You whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for Our breach of this agreement or any negligence or wilful misconduct by Us or Our employees. Nothing in these

terms and conditions shall limit or exclude Our liability for death or personal injury caused by Our negligence or that of Our employees or agents; for fraud or fraudulent misrepresentation, or for any other act, omission, or liability which may not be limited or excluded by law.

7.2 Subject to paragraph 5.1 if We are found to be liable to You for any losses, damages or compensation in connection with Your Booking Form (whether as a result of our breach of this section 5 of the agreement or otherwise), Our total liability to You shall be limited to the total Charges paid or payable by You in relation to the Event. 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 this agreement, or negligence or Our failure to take responsible care.

8. SPONSORSHIP, BROADCASTING OR TELEVISION

8.1 You may not grant sponsorship sound or television broadcasting or filming rights without Our prior written consent. It will be a condition of any permission granted that We reserve the right to be a party to any such agreement and to share with the Hirer income and publicity derived from any such agreement. For further information please email Us at: sportsales@warwick.ac.uk

9. CATERING

9.1 Where You make Your own catering arrangements at the Facility, We are not responsible for providing catering except under a separate contract. The terms and conditions of a catering agreement is available upon request.

10. ALCOHOLIC DRINKS

10.1 Consumption of alcohol is prohibited in all Our Facilities with the exception of the Cryfield Pavilion social area following licensing laws. Alcohol may only be consumed in the licensed premises on campus. For serving any alcoholic drinks please contact a member of Our staff for further details.

11. PERSONAL PROPERTY AND REMOVAL OF WASTE

11.1 All property belonging to You or Your visitors is brought on to the campus entirely at Your own risk. Groups and voluntary organisations are responsible for the security of all property or valuable possessions brought onto the

University's premises and are advised to arrange separate insurances for such property and valuable possessions.

10.2 You will be responsible for meeting all reasonable removal and storage charges if items of property and belongings are left at the Facilities. We will not accept any responsibility for loss or damage to any items left as such. In any event, We will not keep any items for longer than one (1) month from the date of the Event, after which We will dispose of the items. You will be invoiced for any reasonable charges and costs incurred by Us for the removal of such items from Our Facilities.

12. DBS

12.1 It is Your responsibility to ensure that any groups and voluntary organisations accompanying children and vulnerable adults, using the Facilities, comply with legislation governing the protection of such persons. It is Our policy to seek assurances of such compliance and accordingly by signing the Booking Form. You warrant and represent:

- That appropriate Disclosure and Barring Service (DBS) checks have been conducted in relation to all staff and/ or volunteers accompanying children or vulnerable adults while at Our Facilities; and 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 at Our Facilities.

13. Data Protection

13.1 We will process your personal data in accordance with the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679, Privacy and Electronic Communications 2003 (EC Directive) Regulations 2003 and any relevant replacement/subsequent European and/or UK privacy legislation, for the purposes of performing its obligations and exercising its rights under these terms and conditions. We refer You to Our privacy notice:

<https://warwick.ac.uk/services/sport/terms/privacy-policy.pdf>

14. GENERAL LEGAL INFORMATION

14.1 Behaviour on Our Premises

You must make sure that You, members of Your party and anyone accompanying You, visiting You in and around the Facilities behave in such a way that they do not cause nuisance or unreasonable disruption to Us, Our members or

employees, or to any other visitor to the Facilities.

You agree that You and the members of Your party will comply with the University of Warwick Ordinances, Regulations and Rules, in particular:

- Ordinance 17 on parking and traffic; Regulation 29 on meetings etc. on University premises. You acknowledge that We have advised You that these Ordinance and Regulations are available at: www2.warwick.ac.uk/services/gov/calendardar/section2

Or as notified to You from time to time in writing, and as displayed throughout Our Facilities.

14.2 Using the University of Warwick's name without permission You may not use:

- The name and/or logo of the 'University of Warwick' and/or any of its departments or subsidiaries including the name and/or logo of Warwick Sport.
- Any photographs of any part of the Premises or elsewhere at the University of Warwick without written permission from Us and, in any event, shall only be used for the purposes of promoting the Event.

14.3 These terms and conditions along with the Booking Form constitute the entire agreement between Us in relation to the provision of the Hire of the Facilities.

14.4 If You ask Us to arrange for a service to be provided by any third party, we will only act as an agent for You. Any resulting contract is between You and the third party providing the service(s) and You shall be entirely responsible for the payment of any third party's fees, costs and expenses. We reserve the right to charge an administration fee of fifteen (15) percent on the total invoiced value for goods and services ordered at Your request by Us. We will treat the third party as a person visiting You at Our Facilities.

14.5 If You have any questions or complaints about the service provided by Us or provision of Our Facilities, please contact Us at sportfeedback@warwick.ac.uk.

14.5 If You are a business customer: These terms and conditions together with the Booking Form constitute the entire agreement between You and Us in relation to the provision of Hire of Facility for the Event and any ancillary services provided hereunder. You acknowledge that You have not relied on any statement,

promise, representation, assurance or warranty made or given by or on behalf of Us except which is stated under the Booking Form and these terms and conditions.

This contract shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.

14.6 If You are a consumer

These terms and conditions are governed by English Law and You can bring legal proceedings in respect of the services in English courts. If You live in Scotland You can bring legal proceedings in respect of the services in either the Scottish or the 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 we use. You can submit a complaint to 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.

14.7 We may transfer Our rights and obligations under these terms to another organisation. We will always tell You in writing if this happens and We will ensure that the transfer will not affect Your rights under the Booking Form.

You may only transfer Your rights or Your obligations under these terms to another person if We agree to this in writing.

The provision of these terms and conditions are severable and distinct from one another, and, if at any time any provision is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.

Our rights and remedies in respect of this contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by Us to You nor by any failure of or delay by Us in ascertaining or exercising any such rights or remedies.

Any release, waiver or compromise or any other arrangement of any kind (a release) by Us shall not affect Our rights and remedies as regards any other party nor Our rights and remedies against You in whose favour it is granted or made except to the extent of the express terms of the release and no such release shall have effect unless granted or made in writing.

The right and remedies in this contract are cumulative and not exclusive of any rights and/or remedies provided by law.

These terms and conditions and the Booking Form shall not constitute and shall not be deemed to constitute any relationship of partnership or agency between Us and You and shall not in any way create a lease of the Premises.

All notices under these terms shall be in writing and may be served by email or post addressed to the other party at the address given in the Booking Form or at such other address as a party shall for the purpose of service of notice under these terms and conditions. Every such notice shall be deemed to have been served, in the case of email on the next working day and in the case of post at the expiration of 3 days after dispatch and in proving service by post it shall be sufficient to show that the same was duly addressed prepaid and posted in the manner provided. Saturdays, Sundays and Bank Holidays shall not in any event be treated as days on which service is effected, and service shall be deemed to take place on the next normal business day of the recipient.