



# Sports Facility Hire Terms and Conditions

Liverpool Hope University (“**the University**”) is appointed by the Customer (“**the Customer**”) named on the Booking Form issued by the University. The following terms will apply.

These Terms and Conditions supersede any other Terms and Conditions. The University reserve the right to impose certain special Terms and Conditions that may be applicable to the Customer’s booking in addition to these Terms and Conditions and they will be set out in the Booking Form. The Booking Form and the Terms and Conditions constitutes the entire agreement between the Customer and the University for the use of the University premises (“**Venue**”) as indicated in the Booking Form during the dates set out in the Booking Form.

## Definitions

<b>‘Charges’</b>	means a fee to be determined by the University.
<b>‘Consequential Loss’</b>	means the following types of loss whether arising from negligence, breach of contract or otherwise (a) loss of profits, revenue or other types of economic loss; (b) loss of business or Agreements; (c) loss of anticipated savings or goodwill; (d) losses arising from loss of data; (e) any losses which arise other than directly and naturally from a breach of contract or other losses which the court holds to be consequential, special or indirect losses; or (e) any losses arising from any claim by a third party for any of the above types of loss.
<b>‘Customers’</b>	People who are part of an organisation and individuals using a Venue at the University. All ‘customers’ must be aged 5 years or over.
<b>‘Agreement’</b>	the Agreement between the University and the Customer for the hire of the Venue in accordance with the Booking Form and these Terms and Conditions.
<b>‘Session’</b>	means the sport or exercise booking, conference, meeting, exhibition, lecture or any other activity for which the Customer is engaging the University to provide the Venue.
<b>‘Session Period’</b>	the period of time agreed for the hire of the Venue as described in the Booking Form, to include any period of time to set up and clear the Venue.
<b>‘Information Pack’</b>	means the applicable information produced by the University and provided to the Customer.
<b>‘Participant’</b>	means any individual invited by the Customer to attend the Session.
<b>‘Services’</b>	means the service requirements requested by the Customer in the Booking Form which the University is to provide in accordance with these Terms and Conditions.
<b>‘Venue’</b>	the property, or area or rooms within the property, to be hired by the Customer, as specified in the Booking Form.
<b>‘Working Days’</b>	means 9am – 5pm, Monday to Friday excluding Public Holidays in England. The University reduces its operations outside of term time, this includes but is not limited to the Easter, Summer and Christmas periods, this may affect response times.

## 1. Booking Procedure and Confirmation

- 1.1 The signed Booking Request Form must be completed in full and submitted to the University a minimum of 14 working days prior to the first Session on the form.
- 1.2 Bookings are on the hour and are for 55 minutes only, i.e. a 2-hour block would be 1 hour and 50 minutes
- 1.3 All bookings are provisional until the University has received the Customer signed Facility Hire Agreement, countersigned by the University. The University will inform the Customer once this has occurred.
- 1.4 A discount will be applied to groups booking multiple sessions. This will apply to multiple Sessions booked together at the same time and will be automatically applied as follows:  
Booking of 10 or more sessions: 5% discount  
The discount rate will be forfeited if the number of Sessions falls below the number that is required to meet the discount criteria, due to cancellations by the Customer, during the Session Period.
- 1.5 These Sessions will still be subject to the cancellation notice charges outlined in clause 3.1.

## 2. Payment

- 2.1 The Customer shall pay the Charges in accordance with this clause 2.
- 2.2 All charges will be invoiced to the Customer, accounting for any discount applicable as outlined in clause 3.
- 2.3 All prices and charges stated by the University are exclusive of Value Added Tax (VAT) unless otherwise stated and VAT will be added to such Charges as appropriate.
- 2.4 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 2.5 Without prejudice to any other rights or remedies that the University may have, if payment is not received from the Customer by the due date, the University has the right to charge interest at the Statutory Interest Rate
- 2.6 The University will initiate debt recovery processes for outstanding payments including recovering costs related to the debt recovery process
- 2.7 The University reserves the right, by giving notice to the Customer at any time prior to the start of the Session to increase the prices to reflect any increase in the cost to the University, which is due to any factor beyond the control of the University, any change in the specifications requested by the Customer, or any delay caused by any instructions of the Customer, or failure of the Customer to give the University adequate information or instructions.

## 3. Cancellation by the Customer

- 3.1 The Customer may cancel the Agreement by notice in writing to the University.
- 3.2 If the Customer has to cancel or postpone the Session or part of the confirmed booking at any time prior to the start of the Session Period, a cancellation fee shall be payable by the Customer based on a percentage of the charges payable. This will be calculated according to the number of clear working days between the date that the University receive written notification from the Customer and the start of the Session Period (the "Cancellation Notice"), as set out:

### 3.3 Cancellation Notice Charges

More than 7 days	0%
4 days - 7 days	25%
3 days or less	50%
1 day or less	100%

3.4 The University will invoice the Customer for any cancellation charges after the intended date of the Session. The invoice will be payable in full within 30 days of its issue date.

## 4. Termination, Cancellation and Alteration by the University

4.1 Without prejudice to any other rights or remedies available to the University, the University may cancel the booking with immediate effect without liability to the Customer in the following circumstances:

- 4.1.1 if the booking might, in the sole opinion of the University, prejudice the reputation or business of the University.
- 4.1.2 if the Customer is more than 30 days in arrears on payments due under other Agreements with the University.
- 4.1.3 if the University becomes aware of any situation which suggests that the Customer may not be able to pay, including, without limitation, the inability of the Customer to pay debts as they become due; if any insolvency or bankruptcy proceedings are taken out in relation to the Customer; or if an administrator or liquidator is appointed.
- 4.1.4 if the Customer commits a breach of any of its obligations under the Agreement or under any other Agreement with the University.
- 4.1.5 if any Participant behaves in a manner which is unacceptable to the University.
- 4.1.6 If 25% or more of the Sessions booked are cancelled within a 30-day period.

4.2 The University reserve the right to judge acceptable levels of noise or behaviour at the Session.

The Customer must ensure compliance with the University's directions regarding noise or behaviour. The University may exclude or eject any Participant from the Venue, if the University reasonably consider such person to be objectionable, and to terminate the Agreement and stop the Session without liability to the Customer, if, in our reasonable opinion, this action is necessary to prevent unacceptable noise or behaviour.

4.3 Termination of the Agreement will not affect the rights and duties accrued before termination. Should the University have to invoke clause 4.1, the Customer acknowledges that the University may still charge the cancellation fees as set out in clause 3.2.

## 5. University's Obligations

5.1 In supplying the Services, the University shall:

- 5.1.1 Perform the Services with reasonable care and skill;
- 5.1.2 comply with all applicable laws, statutes, regulations [and codes] from time to time in force;

## 6. Customer's Obligations

- 6.1 The Customer shall:
- 6.1.1 be responsible for the behaviour of the Participants and the supervision and safety of Participants. This includes, but is not limited to, ensuring sufficient qualifications and training of those delivering or supervising activities.
  - 6.1.2 comply with and ensure that each Participant shall comply with any rules, regulations, instructions or requests made by the University in writing or given verbally by the University or any member of its staff during or prior to the Session Period.
- 6.2 The Customer undertakes:
- 6.2.1 to use the Venue only for the purpose of hosting the Session during the Session Period.
  - 6.2.2 not to contravene the law or any applicable licenses that may be held by or on behalf of the University.
  - 6.2.3 not to use the Venue for any other groups other than those outlined in the Booking Form. This includes using the facilities for any members of an additional third party.
  - 6.2.4 not to use the Venue or any part of it for any activities which are dangerous, illegal or which are/or may become a nuisance to the University, its grounds or the owner or occupier of any neighbouring property.
  - 6.2.5 not to do anything which might invalidate any insurance maintained by the University in respect of the Venue, or which might increase the insurance premium payable for the Venue.
  - 6.2.6 not to bring onto University premises any animals (except official assistance animals providing specific physical support to their owners).
  - 6.2.7 not to bring to the Venue or any part of it any drinks containing alcohol or, food without the prior written consent of the University.
  - 6.2.8 not to park on or obstruct any highway or route allowing access to the Venue or any University premises.
  - 6.2.9 not to make any alterations, attachments or additions to the Venue without the prior written consent of the University.
  - 6.2.10 procure that all Participants have left the Venue at the agreed end time in accordance with item 1.2.

The Customer warrants that they will ensure any external supplier employed/contracted by the Customer complies with the terms of this Agreement, all statutory requirements and the rules, regulations and policies of the University. All external suppliers that the Customer wish to use must have reasonable and appropriate insurance to cover the risks set out in clause 10. The University reserve the right to object to the Customers use of any third-party supplier that the University, in our reasonable opinion, consider to be unsuitable or unsafe and may require their removal from the Venue.

## 7. Health and Safety

- 7.1 That all portable electrical equipment to be used at the Session has a safety test certificate of not less than 12 months old, issued by a qualified electrician.

- 7.2** The Customer must ensure that a risk assessment is completed prior to the Session start date covering; the set-up, the actual Session itself and the de-rig of the Session, established who may be harmed, evaluated the risks and recorded and implemented the findings. The University reserves the right to terminate any Session, if hazards are not being managed in an adequate manner (in the sole opinion of the University). Example risk assessments for each of the facilities can be provided upon request.
- 7.3** The Customer undertakes to ensure that the maximum number of persons at the Venue shall not exceed the maximum number of guests shown on the Booking Form.

## **8. Publicity Materials**

- 8.1** The Customer shall not use the University's name, logo or trademarks unless agreed and approved in writing by the University.
- 8.2** The University shall, at its own expense and discretion, have the right if appropriate to utilise, publicise, reproduce, publish, broadcast or transmit (alone or as a compilation of the media) all of the publicity material provided by the Customer for the purposes of promoting the Session.

## **9. Insurance**

- 9.1** The Customer shall maintain in force appropriate and adequate insurance policies, which may, include public liability insurance and employers' liability insurance as necessary with a reputable insurer having regard to its obligations under this Agreement.
- 9.2** The Customer shall on the written request of the University provide reasonable details of the policies taken out in accordance with clause 9.1.

## **10. Indemnities**

- 10.1** The Customer will be liable for the cost of any damage to University property and associated losses caused by the Customer or any Participants. Any such charge shall be added to the charge and payable in accordance with clause 2.2.
- 10.2** The Customer shall indemnify and keep indemnified the University against all costs, claims, actions, demands and liabilities incurred by the Customer or its Participants in respect of or arising in connection with the use of the Venue and/or Services in connection with the Agreement.

## **11. Liability of the University**

- 11.1** The following sets out the entire financial liability of the University (including any liability for any acts or omissions of its employees, agents or subcontractors) to the Customer in respect of any breach of the Agreement and any representations, statement, acts or omissions (including negligence) arising under or in connection with the Agreement and in respect of any contemplated performance or lack of performance.
- 11.2** Nothing in this clause shall exclude or limit the liability of either party for death, personal injury or fraud caused by its negligence or for fraudulent misrepresentation.
- 11.3** The University shall not in any circumstances be liable to the Customer for any Consequential Loss.
- 11.4** The University shall not in any circumstances be liable for loss or damage to personal property, including, without limitation, any clothing or vehicles.

- 11.5** Subject to clause 10.2, the University's total liability in Agreement, tort (including negligence or breach of statutory duty), mis-representation or otherwise, arising in connection with the performance or contemplated performance or lack of performance of the Agreement shall be limited to the Charges paid under the Agreement.

## **12. General**

- 12.1** Under no circumstances is this Agreement intended to create a relationship of landlord and tenant between the Customer and the University nor is it intended to confer exclusive possession on the Customer. The Customer will not be entitled to any assured short hold, or any other tenancy, nor will the Customer be entitled to any statutory security of tenure at the end of the Session Period.
- 12.2** The University reserves the right for duly authorised members of staff to enter any part of the Venue at any time for any purpose.
- 12.3** Force Majeure. Neither the Customer or the University shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 12.4** Governing Law. These Terms and Conditions shall be governed by the law of England and Wales.
- 12.5** Jurisdiction. The University and the Customer hereby submit to the exclusive jurisdiction of the English Courts.
- 12.6.** The Customer shall not be entitled to assign, charge, subcontract or transfer the Agreement or any part of the Agreement without the prior written consent of the University.
- 12.7** Third Party Rights. The Contract (Rights of Third Parties) Act 1999 shall not apply to the Agreement and no third party shall have the benefit of or right to enforce these Terms.
- 12.8** If any provision of these Terms is held by a competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the provision in question shall not be affected as a result.