TERMS AND CONDITIONS RELATING TO SPORTS FACILITY AND VENUE HIRE

Terms and Conditions relating to the hire of Sport Facilities at Lakeside Campus

These terms (together with the documents referred to in them) set out the terms and conditions on which the University of Worcester [subsidiary company] ("we", "us", "our") enable you ("you, "your") to make a booking in respect of any of our sports venues or facilities. The details of the parties to any Contract will be set out in the Booking Form.

Please read these terms carefully before completing your booking. By booking our Venue you agree to be bound by these terms

We may require further information from you so that we can ensure that your use of our facility for your self-led activity is compliant with our insurance guidelines.

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms, unless the context otherwise requires:

'Attendee' me

ss Day' means any day including Saturday, Sunday or a public holiday in England and Wales, when banks in London are open for business;

'Contract' means the agreement for the Hire of the Venue for use by you and provision of any additional Services (where agreed), details of which are set out in the Booking Form and to which these terms apply;

'Event' means the [match, session, class, appointment, conference or event] for which you are using our Venue and facilities during the Hire Period;

'Hire' means the hire of a Venue for use by you as set out in the Booking Form, such use to be exercised in common with us and all others authorised by us so far as is no

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- 3.1.4 comply with any direction given by the Duty Manager, Fire Officer or other responsible person in relation to any health and safety compliance;
- 3.1.5 act in such a way as not to cause a nuisance, any damage, disturbance, annoyance or inconvenience to us, our employees or to any other visitor to our campus or premises, and we reserve the right to require any person who causes such a nuisance to leave our campus or premises immediately, in which case we will not be required to refund the Hire Fee or compensate you or any Attendee for any costs incurred, and you agree to indemnify us against claims by any such Attendee;
- 3.1.6 ensure familiarity with the Fire Evacuation and other safety instructions which are posted throughout the University campus, and after any emergency evacuation you will hold a roll call to ascertain if all Attendees are present and provide the Fire Officer with the name of any missing Attendee;
- 3.1.7 not smoke in any part of our Campus or other premises;
- 3.1.8 not bring portable stereos or other music systems onto our campus (except types which use personal earphones) unless agreed in advance by the Venue Manager.
- 3.2 Use of Venue

Payment may be made to the account details set out below by electronic bank transfer, bankers' draft or cheque drawn on a UK Bank, or by debit/credit card payment by telephoning the finance department on 01905 855113. Please quote your invoice number for all payments.

Sort Code 20-98-87

A/c No.

A/c Name University of Worcester

SWIFT BIC BARCGB22

IBAN gb63 barc 2098 8740 9892 82

Remittance advice' should be forwarded to:

The Finance Office University of Worcester Henwick Grove

Worcester WR2 6AJ

and crossed A/C Payee Only

- 6.4 If you fail to make any payment due pursuant to paragraph 6.26.2 on or before the due date then, without prejudice to any other right or remedy available to us, we may (in our absolute discretion):
 - (a) charge interest on any sums outstanding at a rate of 4% per annum over Barclays Bank plc Base Rate; and
 - (b) suspend the Contract and be under no further obligation to provide any further use of the Venue to you until such payment is made.
- Our invoices may be based on the number of Attendees during your Activity Booking or your Event, in which case we will notify you of this on the Booking Form. Any subsequent increase or reduction in number of Attendees after signing the Booking Form is subject to agreement with us and additional charges will be made in respect of any such additional Attendees.
- 6.6 Where a booking has been finalised prior to a price change in respect of a Period following the price change these changes will not affect the booking (i.e. where we have already sent you a booking confirmation), except in cases of obvious error.
- The Hire Fee does not include the provision of parking (unless agreed otherwise), additional toilet facilities, specialist technical staff (unless agreed otherwise) or additional staffing above the agreement at the time of booking.
- The Hire Fee is exclusive of VAT (Value Added Tax) which you will be liable to pay us at the applicable rate (where applicable). Schools/Education is zero rate tax, prices as quoted.
- 7. CANCELLATION AND TERMINATION
- 7.1 You may cancel your booking (or part thereof), in addition to as provided for in paragraph 2.3.2, at any time by providing notice in writing to us, subject to cancellation charges calculated in accordance with the following (which you acknowledge and accept are a genuine estimate of the loss that we will suffer due to a cancellation): (Applicable to One off bookings or events only)