

## Definitions

**In these Terms and Conditions, the following words shall have the following meanings**

'**University**' shall mean the University of Cambridge of The Old Schools, Trinity Lane, Cambridge CB2 1TN;

'**Department**' shall mean the University Sports Service and the Management team of the Sports Service;

'**Department Facilities**' shall mean all areas of The Cambridge University Sports Centre, Wilberforce Road Sports Ground and Fenner's Cricket and Tennis ground

'**Hirer**' shall mean an individual who has booked use of any Department Facilities, for the event, for their own use or on behalf of any organization;

'**Booked Period**' shall mean the period(s) of any day or part thereof reserved for the use of the Hirer;

'**Department Staff**' shall mean staff of the University of Cambridge, employed through the Sports Service;

'**User**' shall mean any person present on Centre premises or using any of the facilities of the Centre, whether as a participant or spectator, who is not a Member and whether or not a charge has been levied for entry to the Centre or their use of the facilities within the Centre;

## PART 1 – BOOKINGS PROCESS, CONFIRMATION AND CANCELLATION RIGHTS

### 1.1 METHOD OF BOOKING

- 1.1.1 Those wishing to hire any of the Department's facilities must submit their request(s) on the booking form provided.
- 1.1.2 The completion of the form does not constitute any agreement that the booking shall take place until any deposit has been paid and it is confirmed in writing by a member of Department Staff.
- 1.1.3 The confirmation letter shall highlight any further conditions that the Hirer is required to meet, such as submission of further documentation as detailed in these Terms and Conditions, in order to ensure that the booking may go ahead.
- 1.1.4 Hirers may not announce or publicise the booking until written confirmation of the booking has been provided by the Department.
- 1.1.5 If the Hirer changes their requirements, as stipulated on the bookings form and the subsequent confirmation letter, the Department may charge additional fee(s) appropriate to the changes and/or review whether the booking goes ahead.

### 1.2 CANCELLATION AND/OR TRANSFER OF BOOKINGS

- 1.2.1 Cancellations of individual bookings or sessions within a block booking are only permitted if a request is submitted at least 30 days prior to the date of each session. Cancellation must be made in writing.
- 1.2.2 If a cancellation is requested within 30 days of a session, the Department will, where possible, make arrangements to move the booking to an alternative time or date in order to facilitate the session, however, there is no guarantee that this will be possible.
- 1.2.3 In the event of a cancellation of a booking within 30 days, or failure to attend, by the Hirer, the Department shall retain any booking deposit and collect the previously agreed charges.
- 1.2.4 The Department also reserves the right to cancel individual or block bookings if at least 30 days of notice is given to the hirer.
- 1.2.5 Material Adverse Change: Where there is a material adverse change in circumstances that prohibits the Hirer or Department from fulfilling a booking, sessions may be cancelled within the 30-day notice period by either party.

### 1.3 USE OF FACILITIES

- 1.3.1 The Hirer shall be the person named on the booking form and shall be solely responsible for ensuring that his/her organisation complies with these conditions and any other directions given by the Department.
- 1.3.2 All persons connected with the organisation/club and their visitors will conduct themselves in a proper and correct manner and in accordance with the Facility Code of Conduct for all users. The Department reserves the right to refuse admission and to remove from the facilities those who do not conduct themselves accordingly.

### 1.4 REFUSAL OF BOOKINGS

- 1.4.1 The Department reserves the right to refuse applications for hiring of Sports facilities if there are safety, economic, structural, or reputational concerns. Bookings may also be refused where there is a system of priority.

### 1.5 PURPOSE OF HIRE

- 1.5.1 The premises shall not be used for any other purpose other than the purpose for which they are hired, as documented on the bookings form and confirmation letter.

### 1.6 SUBMISSION OF BOOKING FORM

- 1.6.1 By submitting the booking form the Hirer accepts 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.
- 1.6.2 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.

### **1.7 HIRE TIMES**

- 1.7.1 Access to Department facilities will not be granted prior to the Booked Period as defined in the booking confirmation letter.
- 1.7.2 The Hirer must ensure that the session finishes within the designated time. Failure to comply will result in an extra charge being levied by the Department.
- 1.7.3 The Hirer shall agree any pre-event deliveries with the Department. Failure to do so may result in deliveries being rejected by the Department.

## **PART 2 – FINANCIAL**

### **2.1 METHOD OF PAYMENT AND BOOKING DEPOSIT**

- 2.1.1 Hire charges shall be payable within 30 days of invoice.
- 2.1.2 Invoices will be sent at the start of the month in which the booking occurs or the block booking commences.
- 2.1.3 The Department reserves the right to request a non-refundable booking deposit of 20% of the estimated hire charge.
- 2.1.4 If payment is not received within the due date, the department will not accept any future bookings and may cancel sessions remaining within a block booking and any other future bookings.
- 2.1.5 The department reserves the right to issue an administration charge when invoices become over 1 month overdue.

### **2.2 V.A.T. EXEMPTION**

- 2.2.1 Group 10 of Schedule 9 of the VAT Act 1994 exempts the supply by an eligible body to an individual of services closely linked with and essential to sport and physical education in which the individual is taking part (clarified by HMRC guidance and case law to consider whether the ultimate beneficiaries are individuals taking part in sports).

### **2.3. INSURANCE**

- 2.3.1 The Hirer shall indemnify the University of Cambridge against any loss, claims or damage in the respect of death or personal injury (other than death or personal injury caused by negligence of the University of Cambridge, their servants or agents), and in respect of loss of or damage to property arising out of the hire by the Hirer of the premises and shall take out third party policy of insurance against any such loss, claims or damages.
- 2.3.2 The Hirer is required to produce proof of the policy of insurance prior to the date of the booking.

### **2.4 PROPERTY**

- 2.4.1 The Hirer, as Nominated person, is solely responsible for any damage to/theft from the venue of any its furnishings, fixtures or fittings.
- 2.4.2 The Hirer shall be responsible for ensuring that the facilities are used in a responsible and proper manner and shall use his/her best endeavours to prevent loss or damage to the University's property.
- 2.4.3 No fixtures or fittings may be removed from the venue without our prior consent.
- 2.4.4 The Hirer must not do anything, which might in any way damage the interior/exterior of the venue or furnishings, fixtures or fittings.
- 2.4.5 The Hirer must not affix posters or notices internally/externally at the venue without our prior consent.
- 2.4.6 All items of property brought on to the premises shall be at the owners' risk. The University accept no liability whatsoever for any loss or damages suffered.
- 2.4.7 The Hirer must ensure that the facilities are left in a clean and tidy condition (i.e. no litter, debris or refuse etc. on floors). Failure to comply may result in an extra charge being levied by the Department to cover the cost of additional cleaning and waste disposal.

## **PART 3 – HEALTH AND SAFETY**

### **3.1 General Responsibilities**

- 3.1.1 It is the duty of the Hirer and all user connected with the booking to take reasonable care the health and safety of themselves and all those who they may come into contact with during their booking.
- 3.1.2 The Hirer shall provide an even risk assessment, along with any other Health and Safety documents requested by the Department, in advance of the booking.
- 3.1.3 Copies of relevant Department health and safety documentation will be provided on request.  
Any injury sustained on the premises must be reported to a member of the Department Staff.
- 3.1.4 The Hirer is responsible for providing a full and thorough written risk assessment of their activities to the Department at least 30 days prior to the start of the booking taking place.
- 3.1.5 The Department shall retain responsibility for overseeing the safe evacuation of the facility and will provide a site induction to the Hirer and nominated supervisors, volunteers, staff and marshals prior to the start of the event as appropriate.

3.1.5 The Hirer is responsible for ensuring that appropriate provision is made for first aid during the events.

#### **PART 4 – SPECIFIC RULES AND CONDITIONS**

##### **4.1 STAFFING, SUPERVISION AND COACHING**

- 4.1.1 The Department will require written details of the provisions made by the Hirer in respect of the supervision of the booking and those attending, in advance of the start date.
- 4.1.1.a Should the Department feel that inadequate supervision will be in place, the Hirer will be required to submit increase supervision in line with the Department's requirements.
- 4.1.1.b In the event of the Hirer failing to meet the Department's requirements, or to meet the levels agreed on the day of the event, may result in cancellation of cessation of the bookings activities.
- 4.1.2 Where relevant to the activity and attendees, the Hirer must ensure that an appropriate and fit for purpose Child Protection Policy is in place and that all staff, coaches and volunteers involved in the supervision of children have undertaken and provided evidence of appropriate levels of DBS checks and have attended a child protection training course. Written details of the Child Protection Policy and measures will be submitted in writing to the department prior to the booking.
- 4.1.3 The Hirer will be responsible to ensuring that the teacher or coach and any of his/her personnel are appropriately qualified and the Department reserves the right to be provided with evidence of the qualifications.
- 4.1.4 All hirers are responsible for the supervision / care of children attending their sessions and ensuring they have up to date and legally stored/managed records of any medical / personal needs of children in their care.
- 4.1.5 For bookings involving more than 100 participants, the Hirer is responsible for the provision of a car parking marshal. Parking marshals may be provided by the Department at an additional cost.
- 4.1.6 The Hirer shall be responsible for the behaviour of all users associated with the booking, ensuring that they:
1. Do not undertake any activities that may bring the University into disrepute.
  2. Comply with all licensing, statutory and health safety requirements and instructions of the Department Staff.
  3. Do not behave in a manner which puts others at risk or which is abusive, threatening or offensive to staff, students or visitors to the University.
- 4.1.7 If any user associated with the booking does not behave in an appropriate manner we may exclude them from Department Facilities and/or terminate the event in whole or in part immediately.

##### **4.2 USE OF PHOTOGRAPHIC AND RECORDING EQUIPMENT AND BROADCASTING**

- 4.2.1 The Hirer is responsible for any person/s wishing to use photographic equipment during their bookings and for ensuring appropriate agreement by participants is obtained prior to allowing any photography or recording.
- 4.2.2 The use of drones is not permitted without prior agreement with the Department. This condition is not limited the use of drones for photography/video purposes and covers all possible reasons for utilising drones.
- 4.2.3 Broadcasting by sound or television shall be permitted with prior permission from the Department.

#### **PART 5 – GENERAL REGULATIONS**

##### **5.1 REGULATIONS**

- 5.1.1 The Department operates a strict no smoking policy throughout its facilities, to be observed at all times.
- 5.1.2 Sale or provision of alcohol during bookings is not permitted unless express permission from the Department.
- 5.1.3 Animals will not be allowed into the building unless with the express permission of The Department, or if organised events include animals.
- 5.1.4 Hirers will NOT, unless expressly authorised by the Department:-
- 5.3.1 Use the name of The University of Cambridge or associated logos without specific authorisation.
  - 5.3.2 Make announcements or display notices in Department facilities
  - 5.3.2 Sell or supply to any other users, any goods of any description. There may be an extra charge levied for the sale of goods.
- 5.1.5 Hirer's co-operation to ensure that all participants using the Facilities DO NOT enter the building wearing spiked shoes or inappropriate footwear which may damage or mark floor surfaces. The Department will pass on any costs related to additional cleaning or repairs incurred due to participants wearing inappropriate footwear.