

# University of Cumbria Sports Centre

## UoC Active Carlisle

### Conditions of Use for Bookings

The conditions set out below are the conditions on which the University of Cumbria permits use of the Sports Centre and of the Fitness Room. The conditions may be varied only by written agreement with the University.

#### 1. **Interpretation**

1.1 In these Conditions the following terms shall (unless the context requires otherwise) have the following meanings:

"Block Booking" means a Booking for repeated use of the Sports Centre or part of its facilities.

"Booking" means a booking (whether Casual Booking or a Block Booking) for use of the Sports Centre or part of its facilities.

"Casual Booking" means a single/ad hoc Booking for use of the sports centre or part of its facilities.

"Casual User" means a client who is not a Full Member.

"Client" means the person and/or organisation and/or company (whether a Member or a Casual User) who makes a booking to use or otherwise agrees to use the Sports Centre or any of its facilities and who (in the case of a Block Booking) is named as the Client on the form of application for that Block Booking.

"The University" means the University of Cumbria of Fusehill Street, Carlisle CA1 2HH.

"Conditions" means these conditions of use;

"Event" means an event (for example, but without limitation, a five-a-side football competition) for which a Booking of the Sports Centre is made.

"Fitness Room" means the fitness room/gym in the Sports Centre.

"Sports Centre" means Carlisle Sports Centre at the University of Cumbria, Fusehill Street, Carlisle CA1 2HH.

1.2 In these Conditions:

1.2.1 words importing any particular gender include all other genders, and words importing the singular include the plural (and vice versa);

1.2.2 the headings are included for convenience only (and do not form part of these Conditions)

#### 2. **Bookings**

2.1 Block Bookings shall be made on the University's form of application for booking the Sports Centre. Block Bookings made by telephone shall not be binding on the University until a form of application is completed and acknowledged in writing by the University. Casual Bookings may not be made more than seven days before the date of the booking. The University may refuse any application for any Booking without giving a reason for so doing.

2.2 If a Client cancels any Booking, no refund of charges will be made, and any charges not paid at the time of cancellation shall be payable in full.

2.3 The University may cancel any Booking for any reason but if it does so it will offer an alternative time and/or date for that Booking. If that alternative is not acceptable to the Client, the University will refund all payments made by the Client but shall not be liable for any loss to the Client (including any loss of direct or indirect profit and other consequential loss).

2.4 A Client may not transfer or sub-licence any Booking, or purport to sub-licence the Sports Centre or any part of it.

2.5 Before making any a Booking the Client must satisfy him/her/themselves that the Sports Centre is suitable for the Client's purposes, and may inspect it for this purpose on reasonable notice

#### 3. **Charges and Payment**

3.1 Charges for use of the Sports Centre and its various facilities (including rates of charge at different times and on different days) shall be set from time to time by the University, and shall be paid by the Client.

3.2 Charges for Casual Bookings shall be paid before the Sports Centre is to be used in respect of that Casual Booking.

3.3 The University shall send an invoice to the Client for charges for Block Bookings, these charges shall be paid by the Client within 30 days of the date of that invoice, and if those charges are not so paid in full and unconditionally then (without prejudice to its other remedies) the University may refuse to accept any further bookings from the Client until all sums due are paid.

#### 4. **Use of the Sports Centre and its facilities**

4.1 The Client shall draw the attention of all and any persons using facilities at the Sports Centre under the Client's Booking to these Conditions. Use of any facility by any such person shall constitute agreement by that person to be bound by these Conditions in so far as they are capable of applying to any use of any such facility.

4.2 The Client shall use (and shall be responsible for ensuring that all others using facilities at the Sports Centre under the Client's Booking use) all equipment at the Sports Centre as permitted by these Conditions, with all reasonable care and only for the intended purpose of the relevant equipment. The Client shall be responsible for and shall reimburse to the University on request the cost of any damage to the Sports Centre and/or any relevant equipment caused by or as a result of breach of this obligation.

4.3 The Client may not (and may not allow any person using facilities at the Sports Centre under the Client's Booking to) bring any equipment into the Sports Centre without the University's prior consent which, if given, may be subject to any condition (for example, but without limitation, as to testing) as the University may require. Notwithstanding that

consent may have been given, the Client shall remove any such equipment from the Sports Centre immediately upon being asked to do so by the University.

4.4 Any playing of music at the Sports Centre shall be Subject to the prior consent of the University. If consent is given, the Client shall comply with the requirements of relevant licences and regulations.

4.5 The Client may not (and may not allow any person using the facilities at the Sports Centre under the Client's Booking to) bring any animal (except trained assistance dogs) into the Sports Centre.

4.6 The Client shall comply with (and shall be responsible for ensuring that all others using the facilities at the Sports Centre under the Client's Booking comply with) all terms of use and rules as to maximum occupancy relating to particular facilities at the Sports Centre which the University may from time to time issue, and with all directions given by the University. For the avoidance of doubt, the Fitness Room may be used only as permitted by clause

4.7 The Client may not (and shall not allow any person using facilities at the Sports Centre under the Client's Booking to) use the Fitness Room unless they are a Member and has previously attended medical screening (the result of which was not that he be advised not to use, or prevent from using, the Fitness Room) and an induction.

4.8 The University may at any time for reasons of health and/or safety close the Sports Centre or any part of it, and/or require any activity being carried out to be stopped.

4.9 The Client must ensure that the Event is cleared from the Sports Hall or Fitness Room by the end time of the Booking (for example, but without limitation, a 60-minute Booking is inclusive of entering the Sports Hall or Fitness Room, setting up the Event, conducting the Event, and packing away any equipment, as well as clearing participants and/or spectators from the Sports Hall or Fitness Room) and should consider bringing play to a stop several minutes before the Booking is due to end. For this reason, a 60-minute Event does not permit 60 minutes of uninterrupted play, in order to allow for necessary changeover duties and checks.

#### 5. **Conduct and Supervision**

5.1 The Client shall (and shall be responsible for ensuring that all others using facilities at the Sports Centre under the Client's Booking shall): conduct him/herself in a safe and orderly manner and shall not behave in an unlawful, offensive or indecent manner (and shall comply with all instructions and directions given by the University in this respect);

5.2 supervise any persons under the age of 16 to ensure their safety and good conduct;

5.3 leave the Sports Centre when requested to do so by the University;

5.4 assist in the prevention of theft and accidents by storing all personal belongings in the lockers provided. (The University does not accept liability or responsibility for any loss of damage to any articles or goods brought into or left at the Sports Centre by the Client unless caused by the negligence of the University. Lost property not claimed within one month of its loss shall be disposed of by the University without liability to the Client);

5.5 wear at all times clothing and footwear appropriate for the activity which they are undertaking and the part of the Sports Centre which they are using;

5.6 not bring alcohol into the Sports Centre (except with the prior consent of the University) and bring only water, in plastic bottles, into any area of activity in the Sports Centre;

5.7 not smoke in any part of the Sports Centre;

5.8 comply with the University's policies applying from time to time on equal opportunities (and in particular shall not commit harassment of any nature) and freedom of speech. (Copies of those policies are available on request);

5.9 not engage in any form of gambling, wagering or lottery in any part of the Sports Centre;

5.10 not film or video record at, or broadcast from, the Sports Centre Without the prior consent of the University;

5.11 not display or distribute any promotional or other material in the Sports Centre or any other part of the University.

#### 6. **Liability and Indemnity**

6.1 Without limiting the Client's obligations under paragraph 4.2 above the Client shall be liable for all damage and loss arising from the Client's hire and/or use of the Sports Centre and/or any of its facilities, save to the extent caused by breach of contract or negligence of the University.

6.2 Except as provided in paragraph 2.3 above and without prejudice to clause 6.4 below, the University shall not be liable for any loss caused by any breakdown of machinery, loss of power supply, or any other cause reasonably beyond the control of the University.

6.3 So far as is possible in law the University excludes any warranty that the Sports Centre is fit for any particular purpose (whether or not brought to its attention).

6.4 Unless caused by the negligence of the University, its employees or agents, the University shall not be liable for the death of, or any injury caused to, the Client or any other person or for any loss damage costs or expenses suffered by the Client in or in connection with the Client's use of the Sports Centre or any of its facilities.

6.5 The Client shall indemnify and keep indemnified the University against all and any loss damage claims costs and expenses suffered by the University as a result of or in connection with any breach by the Client (and/or by any person using facilities at the Sports Centre under the Client's Booking) of any obligation contained in or referred to in these Conditions or otherwise from the Client's booking or use of the Sports Centre or any of its facilities, save to the extent caused by breach of contract or negligence of the University.

#### 7. **General**

These Conditions may be amended by the University at any time without notice (but any such alteration shall not apply to any booking in existence at the date of any such alteration) The opening hours of the Sports Centre may be changed by the University at any time.