

# Conditions of hire for Sports Facilities

## A General

- 1 In these conditions the University shall mean The University of Wolverhampton. The Hirer shall mean:
  - a) The person requesting the booking
  - b) Where the person requesting the booking does so on behalf of an organisation, that organisation shall also be considered the hirer and shall be jointly and severally liable with the person who signs the form.
- 2 The total charges payable as quoted in the confirmation letter must be paid for in advance. The only exception to this is when the University has agreed to invoice the customer, in which case payment must be made on receipt of invoice.
- 3 The hirer must apply in writing or on a recognised application form and relevant details regarding activities, numbers, equipment and times and dates must be provided. All forms to be completed and relevant information/certificates (originals) are to be produced where stipulated. Failure to comply will result in the application not being processed.
- 4 The hirer shall take good care of and shall not cause damage or permit or suffer any damage to be done to the hired premises or any parts or parts thereof or any fixtures, fittings, equipment or property therein and shall make good and pay for any loss or damage thereto (including accidental damage) caused by any act or neglect of the hirer, their servants, agents or any person using any part of the premises in connection with the use of the hired premises by the hirer.
- 5 The hirer shall be liable for and indemnify the University in respect of any loss, damage or injury which may be incurred by or be done or happen to the hirer or any person or persons in their employee or any sub-contractors or by or to any other person or persons using any part of the University premises (including any fixtures, fittings, equipment or property) by reason of the use of the hired premises by the hirer.
- 6 "During the period of hire of any facility within the University Sports Centre, no spectators under the age of 16 years will be permitted unless accompanied and supervised at all times by a responsible adult who is not engaged with the activity for which the facility is being hired"
- 7
  - a) Under no circumstances will the University make good or accept responsibility or liability in respect of any damage or theft or loss of any property, goods, articles or other things whatsoever placed, deposited, brought into or left upon any part of the University premises including the hired premises, either by the hirer or for his use of purposes or by any other person or left or deposited with any officer or servant of the University and the hirer must indemnify the University and hold its servants and officers harmless in respect thereof.
  - b) The University shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or Act of God which may cause the hired premises or any part thereof to be temporarily closed or the hiring to be interrupted or cancelled.
- 8 The University does not allow its name or logo to be used in reference to the activity organiser or the activity/club hiring the premises.
- 9
  - a) The hirer during the period of hire will be responsible for;
    - i) The efficient supervision of the hired premises including ensuring the maximum permitted number of persons permitted on the premises is not exceeded; the effective control of children; the orderly and safe admission and departure of persons to and from the hired premises and the orderly and safe clearance of the hired premises in the case of emergency.
    - ii) The safety of the hired premises and the preservation of good order and decency within.
    - iii) Ensuring all doors giving egress from the hired premises are kept unfastened and unobstructed and immediately available for exit during the whole time the hired premises are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the hired premises.
- 10 The hirer shall provide such number of stewards and attendants as may in the opinion of the University be necessary to secure the observation and performance of the foregoing clause.
- 11 If the hirer fails to observe and perform any one or more of the stipulations contained in the foregoing provisions of this condition the University may;
  - i) Exclude any person or persons from the hired premises.
  - ii) Charge to and recover from the hirer any expense incurred by the University in engaging Police Officers or other persons to secure such observance and performance.
  - iii) Cancel any other engagement for any room or rooms in the University that the hirer may have made incurring liability for payment of the booking fee in full from the hirer if this cancellation is made within seven days before the booking date.
- 12 The hirer shall at the expiration of the period of hiring leave the hired premises in a clean and orderly state to the satisfaction of the Sports Manager or their duly authorised representative.
- 13 Where any failure on the part of the hirer to observe these conditions causes the University to incur additional expenditure then the hirer shall be liable to pay such additional sums.
- 14 No bolts, nails, tacks, screws, pins or other like objects shall be driven into any part of the hired premises nor shall any placards or any other articles be fixed thereto.
- 15 No flags, emblems, placards, adhesive tape or other decorations shall be displayed in any part of the University without previous written consent. Any privately owned equipment brought into the Sports Centre must be in a suitable condition and any damage caused to the Sports Centre or University owned equipment will be charged for.
- 16 No part of the hired premises shall be used for the sale of furniture or other goods by auction or otherwise except when the hired premises are specifically hired for the purpose of holding a sale of work or other similar hiring. In any such case any auction sale shall be incidental to the main purpose of the hiring.
- 17 Any complaint arising out of the hiring must be made in writing to the University within three days of the occasion of the complaint.
- 18 The University reserves the right for any authorised officers of the University to enter any part of the hired premises at any time for the purpose of inspection.
- 19 The hirer will be responsible for ensuring that any coaches/instructors employed or associated with the booking are suitably qualified/experienced to perform their duties/responsibilities in accordance with the national governing body (NGB) of the appropriate sport/discipline. Examples of such suitability may include; level of qualification, number of years of experience, NGB affiliation etc.

In addition to this, club bookings will be required to submit evidence of their qualification/suitability, as part of our 'club standard' vetting process.

## B SPECIFIC

- 1 The Manager reserves the right to cancel any bookings as a result of weather conditions or for any reason related to other use of the facilities on the day of the booking or soon after. The University will endeavour to notify the hirer of cancellations by giving as much notice as possible.
- 2 The hirer must give one week's notice of cancellation (24 hours for casual users), which must be received in writing by the University.
- 3 Bookings will be cancelled if for two sessions running, the group does not attend without notice being given.
- 4 Alterations to bookings will follow the same guidelines as those for cancellations.

**Hirer's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Hiring Organisation** \_\_\_\_\_