

CONDITIONS OF HIRE

1. Background

Sports Aston is not a separate legal entity, it forms part of Aston University.

2. General

In these conditions the University will mean Aston University. The Hirer will mean:

- a) The person requesting the booking;
- b) Where the person requesting the booking does so on behalf of an organisation, that organisation will also be considered the Hirer and will be held jointly and severally liable.

3. Definitions

- a) Application will mean an application to the University to make either a Single Booking, Block Booking or Special Event Booking.
- b) Block Booking will mean a booking for a series of 10 consecutive sessions or more by the Hirer to use the Facilities at pre-agreed times on pre-agreed dates.
- c) Booking will mean either a Single Booking, a Block Booking or a Special Event Booking.
- d) Centre means Sir Doug Ellis Woodcock Sports Centre on Woodcock Street, Birmingham B4 7ET, and the Recreation Centre on Birmingham Road, Birmingham B43 7AJ.
- e) Code of Conduct means the code of conduct for centre users which can be found displayed at the Centre.
- f) Charges means Standard Charges and (as applicable) Additional Charges payable in connection with the Booking.
- g) Deposit means a payment made to the University to secure the Booking.
- h) Facilities will mean the premises, equipment and other facilities of the Centre and 'Facility' will be construed accordingly.
- i) Force Majeure will mean any circumstances beyond the reasonable control of a party including fire, flood, storm or Act of God.
- j) Letter of Acknowledgement means the letter sent to the Hirer from the University acknowledging the Booking Application.
- k) Single Booking will mean a Booking for use of Facilities on one occasion only, at a set time and date as specified in the Letter of Acknowledgement.
- l) Special Conditions means any special conditions noted on the Booking Form.
- m) Special Event Booking will mean a Booking to use the Facilities for a 'special event' only, at a set time and date as specified in the Letter of Acknowledgement.
- n) University means Aston University (of which the Centre is a part).

4. Applications

All Applications to make a Booking will be made in writing using the appropriate booking form to the University or via email at sportsenquiries@aston.ac.uk.

5. Correspondence

All correspondence should be addressed to the Manager at the Centre at Sport Aston at Aston University, Aston Triangle, Birmingham B4 7ET.

6. Charges

The standard charges are set out in the Letter of Acknowledgement.

7. Terms & Conditions

- a) A Deposit will be required for any Booking. The details of this are set out in the Letter of Acknowledgment.
- b) Block Bookings will run for a minimum period of 10 weeks ending on the last session. The session will recur on a weekly basis at the same time and on the same day as the first session.
- c) The balance of the Block Booking must be paid for in full not less than 7 days in advance of the first session.
- d) The balance of the Single Booking must be paid for in full not less than 7 days in advance of the session.
- e) The balance of the Special Event Booking must be paid in full not less than 28 days in advance of the event.
- f) At the end of the tenth session for the Block Booking, the Block Booking will come to an end. The University will contact you 1 month before the tenth session to determine whether you would like to renew the Booking.
- g) At the end of the Single and the Special Event Booking, the Booking will come to an end.
- h) The University reserves the right to terminate the agreement at any time should the Hirer fail to comply with the Code of Conduct for Centre Users.
- i) The Hirer will at all times comply with the instructions of any University staff on duty and will ensure that all participants and spectators connected with the Hirer's organisation conform in all respects to the rules and regulations governing the use of the Facility.
- j) The Hirer is entitled to a 14 day cooling off period within which to cancel the Booking. In the event that the Booking is cancelled within this period the Hirer will receive a full refund.
- k) In the event that the Hirer wishes to cancel or change a session of the Block Booking, the Hirer must give not less than 7 day's notice in order to receive a free credit session or a refund for that session. The refund will be based on the cost of the session. If less than 7 day's notice is given and the session cannot be resold then no credit session or refund will be awarded.

- l) The University accepts no responsibility and expressly excludes liability for loss, damage or theft of personal property unless caused by the negligence of the University or its employees.
- m) The University accepts no responsibility and expressly excludes liability for death or any personal injury suffered by you unless caused by the negligence of the University or its employees.
- n) The Facilities opening hours are set out in Schedule 1. These will be subject to any specific arrangements which are set out in the Letter of Acknowledgement.

In accordance with planning consents, the pitch lights automatically switch off at 22.00pm. All players must clear the area and cease play by this time.

- o) In the case of Block Bookings the University cannot guarantee the same pitch and/or court for each Booking.

8. Payment

- a) **Block Bookings:** On receipt of the Letter of Acknowledgment, whether by post or email, the Hirer will be requested to read, acknowledge and agree the terms and conditions of hire by returning an acknowledgement slip with a Deposit to the University within 10 days from the date of the letter, to secure the Booking. Only at this point will the Booking be confirmed. The remaining balance for the Block Booking will be due not less than 7 days in advance of the first session.
- b) **Special Event Bookings:** On receipt of the Letter of Acknowledgment, whether by post or email, the Hirer will be requested to read, acknowledge and agree the terms and conditions of hire by returning an acknowledgement slip with a 25% Deposit to the University within 10 days from the date of the letter, to secure the Booking. Only at this point will the Booking be confirmed. The remaining balance for the Special Event Booking must be paid no later than 28 days in advance of the event taking place.

All sums quoted are inclusive of VAT.

9. Insurance

The appropriate payment and any insurance policy (in the case of an organisation the level of which must be no less than £5,000,000) must be sent to the University as soon as possible.

10. Cancellation

Neither the University nor the Hirer will be liable to the other to the extent that it is unable to carry out the Booking by reason of Force Majeure provided that the party affected promptly notifies the other of the Force Majeure and its causes.

The University reserves the right to cancel any Booking in the event of Force Majeure, or if in the opinion of the Management any regulation or requirement of any Public or Local Authority or owner of the Facilities may be contravened by holding the event/honouring the Booking. In which case, the Hirer will receive a full refund.

Sport Aston reserve the right to terminate any Booking agreement by giving the Hirer not less than 28 days notice in the event that the Facilities are required for demolition, building or structural works. In these instances a refund for any unused sessions will be given.

11. Special Event Bookings

The obligations of each party are set out in the Letter of Acknowledgement.

12. Admission

The University reserves the right in its absolute discretion to refuse any Application to hire Facilities, to refuse the admission of any person or organisation, or to evict any person from the Facility in the event that there has been a breach of the Code of Conduct.

13. Transfer

The right to use the Facilities is not transferable.

14. Sub-letting

The Hirer will not sub-let the Facilities for any purpose whatsoever.

15. Supervision

Where supervision of the activity is to be provided this should be noted on the relevant Booking form. The terms of such supervision will be agreed at the time of the Booking when the Hirer will name a designated person responsible for the Booking. In order to demonstrate legal compliance, the Hirer will ensure that all persons working on their behalf are qualified to undertake the supervision. Where applicable, the Hirer should undertake Disclosure and Barring Service (DBA) checks.

16. Health and Safety

- a) The Hirer will ensure compliance with the Health and Safety at Work Act 1974 and all relevant statutory health and safety requirements relating to the event and carry out risk assessments as necessary. Such risk assessments will be monitored by the Sport Aston Duty Supervisor. The Hirer will also comply with the University's policy and procedures in respect of health and safety (<http://www.aston.ac.uk/about/university-governance/university-regulation/>).
- b) All injuries/accidents must be reported immediately to the Management.

- c) Any specific safety issues should be noted on the relevant Booking form.
- d) First aid is available at the University. Any first aiders within the Hirer's party must be communicated to the University on the applicable Booking form.

17. Indemnity

The use of the Facility is at the Hirer's risk and the Hirer will indemnify the University against all liability incurred towards any third party or parties arising out of, or incidental to, the Booking of Facilities or equipment and due to the negligence or default of the Hirer or persons or parties under his control. The Hirer will, if required by the University, adequately insure with an insurance company approved against the foregoing and produce evidence thereof on demand. The Hirer will pay the University the costs of repairing or making good any loss or damage arising out of or incidental to the hiring that has resulted out of the Hirer's negligence.

18. Structural Alterations

The Hirer will not carry out any alterations to the Facility, nor will the Hirer fix or cause to be fixed, any apparatus, equipment, notice or decoration to the Facility without the prior written permission of the University.

19. Equipment

At the time of booking, using the applicable booking form, the Hirer will advise the University of any equipment to be supplied by the Hirer. The Hirer will ensure it is in a safe condition, PAT tested and suitable for its intended purpose. Evidence of such PAT testing must be presented to the Sport Aston Duty Supervisor prior to the equipment being used. Any arrangements for storage and other requirements relating to equipment operation will be agreed with Management at the time of Booking.

20. Changing Facilities and Lockers

At the time of Booking, it is the responsibility of the Hirer to enquire about changing facilities and/or lockers to ensure that those Facilities will meet the Hirer's requirements.

Use of any Locker(s) will be at the Hirer's own risk.

Lockers operate on a coin return basis. Any locker that is not emptied at the end of the day will be done so by the University with any personal belongings being taken to the Manager for safekeeping. Such belongings will be retrieved on the production of appropriate evidence that the items are yours.

21. Gambling

No collection, games of chance, sweepstake or lotteries, nor any betting of any kind will be conducted at the University.

22. Broadcasting

No Hirer will grant sound or television broadcasting or filming rights without the prior written consent of the University. The University hold PPL and PSL Licences and must ensure that any such broadcasting or filming is compliant with such licences.

23. Catering

All catering arrangements must confirm to the prevailing arrangements in operation at each Facility at the time of Booking unless otherwise agreed with the Management. Private catering will only be permitted with prior consent of the Manager for which an additional charge may be levied.

24. Alcohol

Consumption of alcohol is prohibited in the Facilities. Alcohol may only be consumed in licensed premises on the University.

25. University Regulations

The Hirer undertakes that the Facilities will be used in accordance with the University's Code of Practice on Freedom of Speech and Meetings and any other related policies. A copy of such policy can be found on the University's website or can be provided by the University on request.

26. Photographs

The University does not take any responsibility for photographs and/or videos that may be made by the Hirer while using the Facilities.

27. Advertising / Publicity

No posters will be permitted inside or outside the Facilities, except upon the notice boards, without the permission of the University. No function or event of any description will be advertised by the means of "Fly Posting" and the University reserves the right to cancel a booking, at any time, which is advertised by this method, without prejudice to any further action that may be taken by the local authority against the Hirer or advertiser. All correspondence, publicity and posters advertising the event should not state or in any way infer that the event has been organised by the University.

28. Animals

No animals will be admitted except in the case of guide dogs for the blind and hearing dogs for the deaf, or as approved by the University.

29. Smoking

Smoking at the Facility is prohibited.

30. Special Conditions

The Hirer will comply with any Special Conditions as may be set out in the Booking Form.

31. Complaints

Any complaint by the Hirer arising out of the Booking must be made in writing to the University.

32. Data Protection

The University deals with all information provided by the Hirer in accordance with applicable legislation such as the Data Protection Act 1998.

33. Law and Jurisdiction

This Agreement is governed by English Law and the parties submit to the exclusive jurisdiction of the English courts.

Schedule 1 – Opening Hours

Sir Doug Ellis Woodcock Sports Centre

Monday to Friday 0630-2230
Saturday & Sunday 0930-1830

Recreation Centre

Monday to Friday 1700-2200
Saturday & Sunday 0900-1730