



University of Manchester Sport – Bookings Team

Facility Hire Terms & Conditions

University of Manchester Terms & Conditions apply to all bookings at all times; these facility specific terms are designed to complement and not supersede the main terms.

The latest version of this document can be obtained from: <http://documents.manchester.ac.uk/display.aspx?DocID=38106>

1. Facility Hire

- a. Applications for facility hire including special requirements/equipment must be submitted to UoM Sport via an approved booking form; facilities are not booked until written or electronic confirmation has been received from the bookings team and a deposit (if applicable) paid as laid out in Section 2.
- b. All required dates must be made in writing on the application form, and for block bookings any dates to be excluded from the booking must be made clear. If dates to be excluded are not stated on booking form the hirer will be booked for all dates within the period specified and the hirer will remain liable for all charges levied during that period.
- c. There shall be no subletting of the hired facilities by the hirer.
- d. The facilities must not be used for a period longer than the confirmed booking period unless otherwise agreed with the centre. If found to be in contravention of this regulation, the hirer will be charged the standard hire rate for that facility for the excess period of hire.

2. Charges

- a. For one-off sport bookings or block bookings of less than 10 sessions, payment in full must be made at time of booking request. Bookings paid in advance are not eligible for a refund if a cancellation is made or in the event of a no-show; the full price will be payable by the hirer and no refund will be given, unless otherwise agreed in writing by the centre.
- b. For Block Bookings of 10 sessions or more the payment must be made as follows:
 - i. Monthly invoice at the start of the month for all bookings within that calendar month
 - ii. Any additional bookings made during the calendar month will be added to the next month's invoice or can be invoiced separately at time of booking.
 - iii. All booking charges for facility hire must be paid within 14 calendar days of receiving an invoice.

Cancellations made by giving written notice 48 hours or more prior to the booking will not be chargeable subject to a minimum of 10 sessions remaining after cancellation has been made. Sessions cancelled less than 48 hours prior to the booking are not eligible for a refund; the full price will be payable by the hirer and no refund will be given, unless otherwise agreed in writing by the centre.

- c. For any other bookings including event bookings, a deposit (which is non-returnable in the event of non-attendance, or cancellation or other non-performance or default by the Hirer) is payable, equal to the value of 20% of the total cost of the booking. If a Contract is received without a Deposit, the Hirer shall have only a provisional booking, and until the Deposit is accepted by the University, the University shall be entitled to cancel the booking without liability.
- d. Event bookings will be charged using the following payment schedule, unless otherwise agreed in writing at the time of booking and in addition to the Deposit, accounts must be settled as follows:
 - i. 3 (three) months prior to the event on receipt of an invoice; 30% of the total booking cost.
 - ii. 1 (one) month prior to the event on receipt of an invoice; 20% of the total booking cost.
 - iii. After the event on receipt of an invoice; final payment of the outstanding monies.

3. Cancellations

- a. UoM Sport Management reserves the right to cancel or postpone any booking for repairs/maintenance, events, or similar such instances, given a reasonable notice period. Any such cancellation would receive a full refund of all advance payments.
- b. UoM Sport Management reserves the right to cancel a booking with immediate effect if the booking is posing a risk to health and safety of themselves, the facility and others. No refunds of advance payment will be eligible for this immediate cancellation.



4. **Responsibility of the Hirer for Good order and safety**

- a. The hirer shall ensure that activities are conducted in a manner that complies with all legislation, customer code of conduct and general regulations of the facilities. The hirer shall be liable for any breach thereof as if such breach had been committed by the hirer.
- b. The hirer shall ensure all users within the hirers booking, party, club, group or membership comply with the same conditions that apply to the hirer as stated previously.
- c. The hirer shall employ a sufficient number of stewards or coaches as required by UoM Sport to maintain good order during the hire and shall expel any person acting in a disorderly manner, or disobeying the instructions of a member of staff.
- d. Where the stewards or coaches require specific qualifications, it is the responsibility of the hirer to provide the relevant documentation/copies of certificates at the time of booking.
- e. Equipment should only be used for the correct purpose intended and not altered by the hirer or any of their associates or invited members. Any required changes to equipment or layout must firstly be communicated to the Duty Manager. The Duty Manager must oversee and authorise these changes.
- f. Seating must not be rearranged or added to, and all doors, entrances, corridors and exits must be kept clear and ready for use in the event of an emergency. It is the responsibility of the hirer to inform guests of the location of emergency exits and procedure in the event of a fire or other emergency, details of which can be obtained from the Duty Manager.
- g. The hirer should ensure they are familiar with the emergency exits and procedures in case of fire or other emergency prior to commencement of activities.
- h. The hirer should make a safety announcement before each session, informing members of the session of the whereabouts of the emergency exits and evacuation meeting points.
- i. The hirer should not use the building or facilities for any purpose other than that it was intended for. UoM do not guarantee the area of the facility hired is always suitable for the purpose for which it is let and shall not be liable for any damages whatsoever in the event of the facilities being unsuitable or inadequate.
- j. The Duty Manager and staff shall at all times during the hiring have free egress from the hire premises and instructions must be given by the hirer to permit his/her admission.
- k. The hirer shall ensure that a person with appropriate first aid skills is present at the centre during the period of hire.

5. **Indemnity**

- a. All hirers who are deemed by facility management to be offering a structured supervised session, part of a business undertaking (including self-employed enterprise), or are under an affiliation to a governing body or club should indemnify UoM against any claim for loss or damage, death or personal injury arising from the hirers or hirers members negligent or wilful misuses of premises, including any damage, however caused, by the hirer of the premises.
- b. The above indemnity must be covered by public liability insurance. It will be necessary to produce documentary evidence of the cover affected when returning the booking form.

6. **Breach of Regulations**

- a. If any booking period or period of hire is cancelled or terminated by the manager, as a result of a breach of any conditions (as to which the decision of the centre shall be final) the hirer shall remain liable for the charges due to that time, but without prejudice to any claim which the centre may have against hire arising out of such breach or otherwise.