

**TERMS AND CONDITIONS FOR SPORTS HIRE**

## 1. Introduction

1.1 The following Terms and Conditions apply to all bookings. We recommend that you read them prior to making a Booking.

1.2 The client enters into this agreement in principal for bookings made for sports hire at the University of Northampton.

1.3 In these Terms and Conditions, the following definitions apply:

“The Agreement” is your Booking Confirmation and the Terms and Conditions;

“The Client” is the person, company, organisation or other body responsible for making the Booking;

“Sports Facilities for Hire” are the sports facilities operated by The University of Northampton, including but not limited to the 3G pitch, Multi Use Games Area’s and Sports Dome.

1.4 Any booking is provisional until the University of Northampton receives a signed copy of these terms from the Client or written confirmation of booking from the Client, receipt of which will be deemed to be the Client’s acceptance of these terms. Before receiving such signed document, the University of Northampton may consider bookings for the same facilities but will give the Client who has made the provisional booking first option to confirm the booking.

## 2. VAT

2.1 All rates are inclusive of VAT at the current rate.

2.2 Prices quoted are subject to variation up to 12 weeks prior to arrival, after which, except for variations due to Client’s requirements, they may only vary due to changes in VAT or other reasons outside the University of Northampton’s control, in which case they will be immediately notified to the Client. In the latter case, the Client will have the right to cancel the booking without cost.

## 3. Hire Tariff

3.1 All sports facilities offered by the University of Northampton are subject to availability at the time of the booking and at the discretion of the University of Northampton Estates & Campus Services department.

3.2 The prices quoted are the total for your requested hire including VAT.

## 4. Payment & Cancellation

4.1 The University of Northampton may require a deposit at any time prior to arrival, the amount being determined by the University of Northampton. In all cases, failure to pay a deposit within seven days of being requested to do so entitles the University of Northampton to treat the booking as cancelled.

4.2 Payment must normally be made at the time of booking through the University’s Online Shop, however, payment on invoice may be considered for large or frequent bookings. Where payment is made on invoice settlement of the invoice in full, less any advance payments, must be made within 28 days.

4.3 The University of Northampton may charge interest at a rate of 2% above the Bank of England base rate, from time to time, on any outstanding balance, after, as well as before judgement.

4.4 Cancellations or postponements by the Client must be made in writing and will result in a postponement charge below becoming due. In each case, the percentage charge is based on the advance notice of cancellation given and applies to the estimated total cost of the booking.

Within 24 hours 100% of sports facilities hire

Any deposit taken will be set against cancellation charges.

4.5 The University of Northampton may cancel the booking at any time and without liability to the Client if:

* the Client is more than 28 days in arrears with payment to the University of Northampton or any of its subsidiaries for previously supplied services;
* the Client is unable to pay its debts as they fall due;
* any part of the University of Northampton is closed or unable to operate for any reason beyond the University of Northampton control.
* if the University of Northampton cancels the booking for any reason other than as set out in Clause 4.15, then it will use its reasonable endeavours to supply alternative facilities at another area of similar or comparable standard.

4.6 Sports facilities will be available as per the timings booked. Extensions for early arrival or late departure must be agreed with the University of Northampton and a supplementary charge may be applied.

## 5. Food & Drink

5.1 Food or drink is not allowed in indoor sports facilities. Plastic water bottles may be taken on to outdoor the pitches but must be disposed of after the booking time.

5.2 It is the clients responsibility to leave facilities and equipment in a satisfactory state and to remove their own rubbish. Each facility will have equipment that is available for use but it is the clients responsibility to the equipment required at the time of booking. All equipment provided will be maintained and regularly checked for defects. Any problems should be reported immediately to the Visitor’s Centre (between 08:00-17:00 Monday-Friday) or the Student Information Desk in the Learning Hub (between 17:00-22:00 Monday-Friday and all weekend).

## 6. Miscellaneous

6.1 The University of Northampton reserves the right to judge acceptable levels of noise and behaviour of the Client, their Clients or representatives, and the Client must take all necessary steps for corrective action as requested by the University of Northampton. In the event of failure to comply with management requests, the University of Northampton may terminate the booking or stop any event without being liable for any refund or compensation.

6.2 It is the policy of the University of Northampton is not to discriminate on the grounds of gender, race, colour, nationality, creed, sexual orientation, marital status, age, ethnic origin or disability. The Client, its employees, its Clients and all subcontractors engaged by or on behalf of the Client are expected to adhere at all times to this policy and the University of Northampton may, without incurring any liability, remove from the University of Northampton any person offending against this policy.

6.3 The University of Northampton and the events it hosts are subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety. These must be strictly observed by Clients and their Clients and representatives.

6.4 Smoking within the internal and external sports facilities is strictly prohibited. This includes the use of electronic cigarettes and vaporisers.

6.5 Metal studded footwear must not be worn when using the 3G pitch or Sports Dome, however, moulded or bladed footwear may be used.

## 7. Insurance

7.1 Other than for death or personal injury caused by negligence of the University of Northampton, liability to the Client is limited to the price of the booking.

7.2 Unless the University of Northampton is liable under clause 7.1, the Client indemnifies the University of Northampton from and against any and all liability and claims, costs, demands, proceedings and damages resulting or arising from the booked meeting or event, the Client, its Clients and any outside contractors

7.3 The University of Northampton will not be liable for failure to perform to the extent that the failure is caused by any factor beyond its reasonable control.

7.4 The Client is responsible for any damage caused to the allocated facilities and equipment in them by any act, omission, default or neglect of the Client, its Clients or sub- contractors and shall pay to the University of Northampton on demand the amount required to make good or remedy any such damage.

## 8. Data Protection

8.1 The University of Northampton, telephone and fax numbers, logo, website address and the name University of Northampton and derivatives must not be used in any advertising or publicity without the express prior written consent of the University of Northampton.

8.2 The information provided by the Client may be processed by the University of Northampton for the purposes it has notified the Information Commissioner. By confirming the booking, the Client consents to the processing of the information.

8.3 Any comment or complaint should be made to the University of Northampton at the time of the event so that the matter can be resolved immediately. Alternatively, write within 28 days to the Director of Estates & Campus Services.

8.4 These terms will be construed in accordance with English law and the University of Northampton and Client submit to the non-exclusive jurisdiction of the English courts.

## 9. Rates

9.1 Sports hire rates are set by the University of Northampton and are subject to change. Clients will be notified of changes should their booking coincide with rate changes.

**Signed** ………………………………………………………………………………………………………………………………………………………………………..

**Name** ………………………………………………………………………………………………………………………………………………………………………..

**Organisation** ………………………………………………………………………………………………………………………………………………………………………..

**Date** ………………………………………………………………………………………………………………………………………………………………………..