

## TERMS AND CONDITIONS OF HIRE FOR FACILITIES AT SURREY SPORTS PARK

By signing the application form overleaf, you accept and agree to these terms and conditions, which constitute a binding contract ("Contract") between you (the "Hirer") and Surrey Sports Park Limited ("SSP"). Therefore, please ensure that you read and fully understand these terms and conditions before you sign.

### 1. DEFINITIONS

1.1 "Activity" means the activities or event for which the Facilities are to be used by the Hirer described in the application form overleaf;

1.2 "Building" means the Surrey Sports Park Building on the University of Surrey campus, Guildford, Surrey, GU2 7XH.

1.3 "Deposit" means the non-refundable deposit specified on the application form overleaf;

1.4 "Facilities" means the facilities in the Building hired by the Hirer described in the application form overleaf;

1.5 "Guests" means those persons invited by the Hirer to use the Facilities;

1.6 "Hire Fees" means the total fee together with VAT payable to SSP by the Hirer in relation to the hire of the Facilities;

1.7 "Hire Period" means the period(s) of hire of the Facilities described in the application form overleaf.

### 2. APPLICATIONS FOR HIRE

2.1 All applications for the hire of facilities in the Building must be made in writing on the application form overleaf.

2.2 Applications will not be accepted from persons under 18 years of age.

2.3 SSP reserves the right to refuse any application for hire of facilities in the Building and shall not be required to offer any reason or explanation.

2.4 No booking will be deemed to be confirmed by SSP until such time as the Deposit, or if applicable, the total Hire Fee (as set out in paragraph 2 below), has been received by SSP.

### 3. PAYMENT OF HIRE FEES

3.1 Where the Hire Period commences within 28 days of the date of the application, the Hire Fee shall be payable in full upon signature of this Contract.

3.2 Where the Hire Period commences more than 28 days from the date of the application, a deposit of 20% of the Hire Fee is payable upon signature of this Contract. The balance of the Hire Fee is payable no later than 28 days prior to the commencement of the Hire Period. SSP reserves the right to consider a booking as cancelled in accordance with paragraph 4 below should the Hirer fail to pay the Hire Fee on time and shall be entitled to re-hire the Facilities without any prior notice to the Hirer and retain any Deposit paid by the Hirer to SSP.

3.3 In addition to the Hire Fees, the Hirer shall if so required by SSP deposit with SSP such sum as SSP considers reasonable and expedient as security for payment for any damage or loss occasioned to the Facilities or any property of SSP and provided that there is no claim arising or outstanding such deposit will be returned to the Hire in full within [7] days after the end of the Hire Period.

#### 4. CANCELLATION AND TERMINATION

4.1 The Hirer may cancel a booking by notifying SSP in writing. SSP shall use reasonable endeavours to re-hire the Facilities for all or part of the Hire Period. All cancellations are subject to the following charges:

Over 28 days prior to the commencement of the Hire Period - Loss of Deposit.

Less than 28 days prior to the commencement of the Hire Period - Loss of Hire Fees.

The cancellation charges may be waived or reduced and the Deposit refunded to the Hirer if SSP is able to re-hire the Facilities for the Event Period following cancellation by the Hirer.

4.2 SSP reserves the right to cancel a booking or to terminate a Hire Period if SSP deems the Facilities unfit or unsafe for use by the Hirer. SSP shall not incur any liability whatsoever to the Hirer other than for the return of the Deposit or the Hire Fee. The Hirer is strongly advised to insure against this eventuality.

4.3 Without prejudice to any right or remedy which either party may have against the other for breach or non-performance of this Contract, both parties shall have the right to terminate the Contract immediately by way of written notice if the other party is in breach of any of these terms and conditions.

4.4 In the event of any breach or failure by the Hirer to comply with these terms and conditions, the Deposit and (where it has been paid) the Hire Fee shall not be refunded by SSP to the Hirer.

4.5 In the event of any breach or failure by SSP to comply with these terms and conditions, SSP shall refund the Deposit and (where it has been paid) the Hire Fee in full.

4.6 All rights and obligations of the parties shall cease to have effect immediately upon termination of this Contract, except that termination shall not affect the accrued rights and obligations of the parties at the date of termination.

## 5. LIABILITY, INDEMNITY AND INSURANCE

5.1 SSP shall not be liable for any loss or damage to property, death or personal injury arising from the use of the Hired Facilities by the Hirer or its Guests, unless caused by the negligence or other breach of duty by SSP or its employees

5.2 The Hirer shall be responsible for and keep SSP fully indemnified against, all damage (including damage to the Facilities or any equipment provided as part of the Facilities), damages, losses, costs, expenses, actions, demands, claims and liabilities made against or incurred by SSP (save to the extent that the same should arise from any negligent act or omission of SSP, arising out of:

5.2.1 any act, omission or negligence of the Hirer or Guest at SSP;

5.2.2 any breach by the Hirer of these terms and conditions.

5.3 The Hirer shall provide and maintain in force with a reputable insurance company public liability insurance for the Activity during the Hire Period in an amount not less than £5 million unless another lower amount is agreed by SSP at Hirer's request. The Hirer shall produce a copy of such insurance cover to SSP at least 7 days prior to the Hire Period and upon request by SSP.

5.4 To the extent that the Hirer is not a consumer and to the extent permitted by law, SSP's total liability in Contract, tort (including negligence or breach of statutory duty); misrepresentation, restitution or otherwise in connection with the performance or contemplated performance of this Contract shall be limited to the value of the Hire Fees.

## 6. Rights and Obligations of the Hirer

6.1 The Hirer has the right to use the Facilities for the Hire Period for the Activity, in accordance with these terms and conditions.

6.2 The Hirer shall:

6.2.1 provide SSP with details of the number and names of Guests involved in the Activity at least [7] days prior to the Hire Period and shall ensure that the number of Guests does not exceed this number;

6.2.2 [provide SSP with details of any medical conditions, dietary needs or special requirements of its Guests at least [7] days prior to the Hire Period];

6.2.3 ensure that the Facilities are cleared of Guests immediately upon the end of the Hire Period;

6.2.4 comply with any instructions given by SSP Management or other regulations of SSP in relation to the use of the Facilities; and

6.2.5 comply with SSP's Photographic Image Policy which is available upon request [from reception at SSP];

6.2.6 be present at the Activity for the duration of the Hire Period.

6.2.7 ensure that its Guests behave appropriately at all times and in such manner so as not to cause nuisance or annoyance or to cause risk of harm to SSP's members or SSP's staff or damage to SSP property or equipment;

6.2.8 ensure that all set up and close down activities relating to the Activity take place within the Hire Period;

6.2.9 report any accidents arising from the Activity to SSP Management immediately;

6.2.10 in relation to hire of the swimming pool:

a. comply with SSP's Water Evacuation Procedure which is available upon request [from SSP's reception];

b. obtain prior written approval from SSP to the Hirer's lifeguard procedures at least [14] days prior to the commencement of the Hire Period and comply with those procedures as approved.

6.3 The Hirer shall not (and shall ensure its Guests shall not):

6.3.1 use the Facilities for any purpose other than the Activity;

6.3.2 permit any person to record, film or take photographs of the Activity without the prior written consent of SSP;

6.3.3 grant film, broadcast, publicity or advertising rights in relation to the Activity to a third party without the prior written consent of SSP;

6.3.4 sub-let, or attempt to sub-let the Facilities or part thereof without the prior written consent of SSP;

6.3.5 use the SSP name or any related logos in any advertising, promotional or merchandising activities relating to the Activity without the prior written consent of SSP;

6.3.6 permit any food or drink to be consumed on the Facilities unless provided by SSP catering facilities without the prior written consent of SSP;

6.3.7 abuse the Facilities or any equipment provided as part of the Facilities and pay for any damage to SSP property which is caused wilfully or negligently by the Hirer or its Guests;

6.3.8 bring any dangerous or hazardous items into the Facilities and will remove such items on request.

6.4 If the Hirer is a coach, instructor or teacher and is hiring the Facilities for the purposes of teaching others, the Hirer shall be required to produce evidence of a suitable qualification as well as [adequate] insurance before confirmation of the booking can be made.

## 7. Guests under the age of 18

7.1 The Hirer shall comply with all applicable legislation in the United Kingdom relating to child protection and supervision, including but not limited to the provision of insurance, ISA requirements and CRB checks in relation to Guests under 18 years of age.

## 8. Compliance with Terms and Conditions

8.1 The Hirer shall be responsible for ensuring strict compliance with these terms and conditions as well as all policies and regulations of SSP by Guests.

8.2 In the event of any failure by the Hirer or its Guests to comply with these terms and conditions as well as any reasonable instructions issued by SSP in relation to use of the Facilities, SSP reserves the right to refuse entry or exclude the Hirer or any Guests from the Building. The Hirer will remain liable for the Hire Fee.

8.3 Any complaints connected with the hire of the Facilities should be made in writing to the General Manager of SSP within seven days.

## 9. Data Protection

9.1 Surrey Sports Park Limited (Company Registration No. 07026293), University of Surrey, Guildford, Surrey, GU2 7AD is the data controller for the purposes of the Data Protection Act 1998.

9.2 SSP collects personal information as part of the application process to hire facilities at SSP. SSP will use this information for billing, statistical or demographic analysis and to send marketing

information via post, email and other electronic means in accordance with paragraph 9.3 below. SSP may share your information with, and obtain information about you from credit reference agencies or fraud prevention agencies. SSP may also disclose your personal information to third parties to help prevent fraud or if required to do so by law. To request access to information or for more information explaining how SSP uses your personal information, please contact us at the above address.

9.3 SSP would like to send information relating to its facilities or other promotional activities by post and other electronic means. The Hirer agrees to SSP contacting the Hirer for these purposes by ticking the appropriate boxes on the application form overleaf.

## 10. Severance

10.1 If any court or competent authority finds that any provision of this Contract (or any part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted and the validity and the enforceability of the other provisions of this Contract shall not be affected.

10.2 If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 11. Force Majeure

11.1 SSP shall not be liable for any delay in performance or breach of any agreement with the Hirer due to any event beyond the reasonable control of SSP including but not limited to fire, flood, storm, electrical failure, act of God, act (or threat of act) or terrorism or industrial action.

## 12. The Contracts (Rights of Third Parties) Act.

12.1 Unless expressly provided in this Contract, no term of this Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to it including without limitation any Guest.

## 11. Governing Law

11.1 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England and Wales.

11.2 The parties agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Contract or its subject matter or formation (including non-contractual disputes or claims).