

LJMU SPORT BUILDING TERMS AND CONDITIONS FOR FACILITIES USE (the "Conditions")

These are the terms and conditions on which we supply Services to you, as set out in the Booking Form. You and all other Users of the Facilities must abide by the terms set out in these Conditions.

You can contact us by telephoning the ljmu Sport Building on 0151 904 6550 or by writing to us at active@ljmu.ac.uk or LJMU Sport Building, 85 Brownlow Hill, Liverpool, L3 5AJ. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.

DEFINITIONS

"Block Booking"	a booking for a series of uses of the Facilities at different times and/or dates;
"Booking"	either a Single Booking or a Block Booking at the Centre;
"Booking Fees"	the fee for the cost of the Bookings as set out in the Booking Form;
"Booking Form"	the form used to hire out Facilities which, together with these Conditions, forms our contract with you and sets out details such as the dates, times and price of Bookings;
"Building"	LJMU Sport Building, 85 Brownlow Hill, Liverpool, L3 5AJ;
"Facilities"	the facilities available at the Sport Building that can be hired out by you as set out in the Booking Form;
"Group"	Users who use the Sport Building's Facilities under a shared activity;
"Hire Start Date"	the start date on which the Facility will be hired out to you as stated in the Booking Form;
"Services"	the hiring of the Facilities by you;
"Single Booking"	a booking for the use of the Facilities;
"us", "we", "LJMU"	Liverpool John Moores University;
"Users"	any person or organisation using the Facilities of the centre including spectators, supporters and visitors;
"you"	the person named as the hirer in the Booking Form.

1. BOOKINGS

All Bookings are made on completion of a signed Booking Form by you and are subject to us accepting the Booking and to these Conditions. All Booking Forms must be signed and completed prior to the Hire Start Date. In the event of a Block Booking one Booking Form will be sufficient. Non-compliance with any part of these Conditions may lead to immediate

termination or suspension of your right to use the Facilities.

2. CHANGES TO BOOKINGS

If you wish to make a change to your Booking please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services, the timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

3. CANCELATIONS BY YOU

- 3.1 You can always cancel your Booking for any reason before the Services have been supplied and paid for. You may contact us at any time to cancel the Booking but in some circumstances we may charge you certain sums for doing so, as described below.
- 3.2 Except as stated in paragraph 4.6, cancellations are to be made through the LJMU Sport Building by calling 0151 904 6550 or by email to active@ljmu.ac.uk
- 3.3 Any Booking may be cancelled without incurring any charges if you notify us no later than 7 days prior to the Hire Start Date.
- 3.4 If you give us less than 7 days' notice but more than 2 days, a fee of £10 will be charged.
- 3.5 If you give us less than 48 hours' notice prior to the Hire Date this will result in the full Booking Fee being charged.

4. CANCELATIONS BY US

- 4.1 In rare cases we may need to cancel a Booking in order that the Facilities can be used for another purpose and we reserve the right to do this.
- 4.2 Where we cancel a Booking under paragraph 5.1, we will endeavour to give reasonable advance notice and the option of another Facility space will be given wherever possible. If we exercise our right to cancel under paragraph 5.1 and another Facility space is not available or you do not wish to use a different Facility space or amend or change the times of your Booking, a refund will be given for any money paid in advance.
- 4.3 You acknowledge, particularly in the case of open ended Block Bookings, that LJMU has the right to deal with the Facility as it sees fit and this may result in a Facility being closed, used for a different purpose or becoming unavailable for booking. If this happens, we will give you as much advance notice as possible and will reimburse you any money you have paid in advance to use the Facility and for which you are unable to use the Facility due to LJMU exercising its right under this clause 5.3.
- 4.4 We may also cancel or suspend the Services if you do not pay us for the Booking when you are supposed to (see paragraph 10). If you do not pay us with 5 (five) days of us reminding you to pay, we may cancel your Booking without any liability to you.
- 4.5 We may cancel any Booking where you or any Group User has breached any of these Conditions.
- 4.6 We may cancel any reserved Blocked Booking without liability to you where you have failed to occupy the Facilities on 2 or more occasions without our prior agreement and this has

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prevented the use of, or the opportunity of use of, the Facility by other Users.

5. GENERAL FACILITY HIRE

- 5.1 Facilities are only to be hired to persons over the age of 18 years.
- 5.2 The Services provided will be those set out in the Booking Form.
- 5.3 Smoking and alcohol are not permitted in any of the Facilities or anywhere in the Sport Building.
- 5.4 Broadcasting by sound, television or recording by video shall not be permitted unless written permission is given by the Operations or Participation manager or his/her representatives.
- 5.5 You shall be the named person on the Booking Form and shall be solely responsible for ensuring that his/her organisation comply with these Conditions and any directions which may be given by the Operation or Participation manager or his/her representatives and that all persons connected with us and their visitors/guests conduct themselves in a proper and correct manner. We may require you to provide a written risk assessment of your activity. It is your responsibility to provide such a risk assessment in a form satisfactory to us and ensuring safe practice of its Group Users including adequate warm up/ cool down, adherence to the rules of the sport.
- 5.6 If we require you to do so, you shall agree to adhere to the risk assessment control measures of Liverpool John Moores University which will be communicated to you by us if relevant.
- 5.7 You must inform us of any Users with special needs which may increase the risk of harm or injury to themselves or others.
- 5.8 In the case of large events to be hosted by external agencies, we will ask for an event plan and insurance certificates from you. See paragraph 15.
- 5.9 You must report to a member of LJMU Sport staff any damage or defective Facilities or equipment that might pose a danger.
- 5.10 You acknowledge and agree that the Services relate to the hiring of facilities only and, unless otherwise specifically stated in the Booking Form, your Booking and activities undertaken in relation to such Booking shall not be supervised by LJMU staff or employees.
- 5.11 You must ensure that the Facility is left how you found it and you must tidy/clean up after yourself and your Users. This obligation is extended to any use by you or your Users of any other of LJMU's facilities or property in the course of the Booking, including but not limited to the changing room or the car park. If you do not do so we will charge you for the cost of LJMU tidying/cleaning the area.
- 5.12 Booking of certain of the Facilities is for 55 minute slots to allow for us to set up for the next customer's Booking. This is communicated on the Booking Form. The length of time of hire is stated on your Booking Form. If you stay longer than 55 minutes, or whatever duration is listed on your Booking Form, we reserve the right to charge you for any additional time over and above the time you should have vacated the Facility. This is to ensure that all customers who have Bookings can use the Facilities for the times they have booked for. We reserve the

right to charge an additional £10 per 10 minutes or part thereof should you not vacate the Facility at the designated time.

- 5.13 You and all Users must ensure any equipment, property, apparatus, machinery or accessories of LJMU ("LJMU Property") are treated with care and respect. If you or any User damages any LJMU Property, we reserve the right to charge you the amount required to rectify the damage or replace the item. This obligation does not extend to any damage caused by proper use or reasonable wear and tear.
- 5.14 If you or a User brings your own equipment, property or apparatus to the Building ("User Equipment") this must not be left in the Building after your Booking without the prior written consent of LJMU. Any User Equipment must be in good, safe working order. If User Equipment is left in the Building without permission, we reserve the right to charge you for its storage. LJMU accepts no liability for any theft of or damage to any User Equipment.
- 5.15 If any charges are payable under clauses 6.12 to 6.15 inclusive the charge will be communicated to you by us and is immediately payable. If you have any Bookings remaining and the charge is not paid we shall cancel these with immediate effect. If you do not pay the charge and attempt to make any other Booking we reserve the right to refuse such Booking. If you have paid to us any sums for other Bookings and do not pay any charge, LJMU reserves the right to use such sums in payment or part payment of the charge.

6. ADDITIONAL CONDITIONS –STUDIO AND SPORTS HALL HIRE

- 6.1 In the case of Sports Hall and Studio hire you are NOT permitted to use any of our equipment unless specific to your Booking and only then if you or a User within the Group is qualified to do so.
- 6.2 Use of equipment must be in line with acknowledged safe practices within sport and physical activity and national governing bodies of sport.
- 6.3 Safety anchors on all football goals are provided, and will be attached at the time of erecting. You MUST ensure they are attached before your session. In addition you are responsible for checking the area is safe before play. Any suspect hazards must be reported to a member of LJMU sport staff and dealt with before commencing activities.
- 6.4 You must remove all rubbish, possessions and/or equipment resulting from your Booking prior to leaving the Facility.
- 6.5 You are responsible for the conduct and behaviour of all other players, and must ensure that our rules and procedures are adhered to:
 - 6.5.1 Do not consume food or drink on the surface
 - 6.5.2 Do not deposit used chewing gum.
 - 6.5.3 Always ensure that your footwear is clean prior to entering the pitch, changing room or any indoor area at the Building.
 - 6.5.4 Always ensure equipment is moved carefully under supervision

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7. PAYMENT

Booking Fees are payable as per this clause 10:

- 7.1 LJMU operates a "pay before you play" policy and all payments must be made in advance of the Hire Start Date.
- 7.2 The cost advised to you by us on confirmation of your Booking.
- 7.3 Booking Fees are payable in relation to Block Bookings either weekly or monthly in advance, as stated in the Booking Form or as notified to you by us from time to time.
- 7.4 For all Single Bookings the date the Booking Fee is due will be communicated to you by us.
- 7.5 Failure to pay on or before the Hire Start Date or subsequent due dates for payment will result in a £10 administration fee being charged.
- 7.6 All payments must be paid direct to the main reception or via our web based or app based online leisure management system.

8. DELAYED BOOKINGS

- 8.1 If our performance of the Services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.
- 8.2 Examples of events outside our control may be as a result of (but not limited to) any technical problems, changes in law, flooding, electrical issues, explosions, or staff shortages ("**Event**")
- 8.3 Provided we notify you as soon as reasonably possible, we will not be liable for delays caused by the Event but if there is a risk of a substantial delay which effects your Bookings then you may contact us to cancel the Booking and receive a refund for any Bookings you have paid for but not received.

9. COMPLAINTS

If you have any questions or complaints about the Services, please contact us. You can contact us by telephoning 0151 904 6550 or by writing to us at activieljhm@ljam.ac.uk or in writing at LJMU Sport Building, 85 Brownlow Hill, Liverpool, L3 5AJ Alternatively, please speak to one of our staff in the Building.

10. OUR LIABILITY TO YOU- YOUR ATTENTION IS DRAWN TO THIS PARAGRAPH

- 10.1 If we fail to comply with these Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the Booking process.
- 10.2 Subject to paragraph 13.3 below, we are not responsible for any property damage or any injury or loss, loss of any money, valuables, clothing or property of any kind. All items left at the Centre will be at the Users risk.
- 10.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent

misrepresentation; for breach of your legal rights in relation to the services including the right to receive Services which are as described and supplied with reasonable skill and care.

- 10.4 **We are not liable for business losses.** If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 10.5 **No relationship of employer and employee.** We will not under any circumstances, or in connection with any contract for the provision of any services accept the responsibilities as the "employer" as defined in the Health & Safety at Work Act of 1974 or any regulations made hereunder. Neither will the University be regarded as exercising a supervisory role on any persons using the Facilities arising out of any contract for the use of Facilities.

- 10.6 **No creation of any rights in the Facilities.**

The Booking shall not under the terms of these Conditions create any entitlement to exclusive possession of any part of the Centre (including the Facilities) and nothing shall create any rights in the Centre. The contract is not intended to create a relationship of landlord and tenant.

11. YOUR LIABILITY TO US- ATTENTION IS DRAWN TO THIS PARAGRAPH

- 11.1 You shall have joint and several liability with other Users in a Group. This means that any one User in the Group can be held liable for the total liability of the Group (even where the User may not themselves be at fault). You will indemnify us against any claims, costs, losses or damages we incur as a result of your breach of these Conditions. This means that you shall pay us for any costs we incur as a result of your breach.
- 11.2 You must leave the Facilities in the same condition as you find them. As per clauses 16.12 and 16.14, you shall be responsible for the cost of cleaning, repair or replacement of damaged Facilities or any equipment. Replacement or repair will be at our sole discretion and the cost will be payable as per clause 6.16..
- 11.3 You shall ensure the Facility is vacated on the times and dates specified in the Booking Forms. As per clause 6.13 failure to vacate the Facility by such time will result in a charge in accordance with clause 6.16.
- 11.4 You will comply with our policies and procedures relating to health and safety whilst at the Centre and using our Facilities. We reserve the right to refuse access to any Facility that is deemed unsafe, including where the Group size exceeds the recommended number of Users for a Facility.

12. INSURANCE

You shall ensure you have in place adequate First Aid cover during the Hire Period and any other relevant insurance relative to the purpose of your Booking.

13. PERSONAL INFORMATION

We will use the personal information you provide to us to:

- 13.1 provide the services; and

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- 13.2 process your payment for such Services.
- 13.3 all data stored is subject to LJMU policy this can be found at www.ljmu.ac.uk/about-us/data-protection

14. GENERAL

- 14.1 **Invalid paragraphs of these Conditions.** If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.2 **A right to bring a claim at a later date.** Even if we delay in enforcing the terms of these Conditions and our contract with you, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 14.3 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.