

Sports Facility & Venue Hire – Terms & Conditions

Lakeside Campus & University Sports Facilities

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Part 1 – Overview & Definitions

1. Introduction

These Terms and Conditions govern the hire and use of University of Worcester sports facilities and venues (the "Venue"). By submitting a signed Booking Form and receiving our written confirmation, you enter into a binding Contract and agree to comply with these Terms. We may request further information to ensure activities meet our insurance, safeguarding and operational requirements.

2. Definitions

- Attendee: Any person attending or participating in the Event during the Hire Period with your permission.
- Booking Form: The signed document detailing your booking, including the Venue, Activities, Hire Period, Attendee numbers, fees and any Services.
- Business Day: Any day when banks in London are open.
- Contract: The agreement formed when we confirm acceptance of your Booking Form in writing.
- Event / Activity Booking: The purpose for which you are hiring the Venue (e.g., sports session, lake use, pitches, meeting rooms).
- Hire Period: The dates and times during which you may access the Venue, as stated on the Booking Form.
- Hire Fee: The price stated on the Booking Form for the Venue and any agreed Services.
- Services: Any additional staffing, equipment or support agreed beyond standard venue hire.
- Venue: The facility or location booked.
- Venue Manager: The University staff member responsible for oversight of your booking.

Part 2 – Booking & Usage

3. Booking Process

Provisional booking – We may provisionally reserve the Venue and issue an unsigned Booking Form. If a conflicting request arises, you may be required to confirm within 5 Business Days. Final confirmation – A booking is binding only when you return a signed Booking Form and we send written confirmation. Provide accurate details no later than 10 Business Days before the Event. We may decline a booking at our discretion. Amendments – Requests to amend a booking must be made in writing. We will try to accommodate reasonable changes and inform you of any additional charges. If we must change details for operational reasons, you may cancel for a refund unless you fail to respond within 5 Business Days, in which case changes take effect automatically.

4. Hirer Responsibilities & Conduct

You will ensure all Attendees maintain orderly conduct and use the facilities only for their intended purpose; comply with University rules, safety guidance and legal requirements; follow directions from authorised staff; and refrain from nuisance behaviour. We may refuse admission or require any person to leave where necessary for safety or operational reasons. Smoking is not permitted inside buildings.

5. Venue Use & Operational Rules

- Check the Venue meets your needs before booking; do not assume specific features unless we have confirmed them.
- Obtain required licences/consents and insurance; operate personal equipment safely and in accordance with electrical standards.
- Leave the Venue clean and undamaged; you are responsible for any additional cleaning or repair costs.
- Without written permission you must not: install structures or banners; bring flammables; use loudspeakers; display signage on public highways; admit animals (except Assistance Dogs); or sell merchandise.
- Event catering must be provided by University-approved caterers (currently Chartwells). Food/drink brought by attendees for personal consumption is permitted for activity bookings, schools and birthday parties.
- We may display University promotional material and conduct site tours during events.

Part 3 – Safeguarding & Risk

6. Under-18s & Safeguarding

Provide appropriate adult supervision at all times and meet minimum staffing ratios as set out in relevant Standard Operating Procedures (SOPs). Comply with the University Safeguarding Policy and statutory requirements. If ratios are not met, the activity may be cancelled and charges may still apply.

7. Risk Management, Competency & Accident Reporting

- Adhere to activity-specific SOPs.
- Provide current risk assessments, equipment maintenance logs, insurance documents and proof of competence for self-led activity leaders.
- Ensure at least one qualified First Aider is present for each session.
- Report accidents or equipment failures immediately and cooperate with any investigation.

8. Health & Safety and Insurance

We maintain venue equipment and you must follow safety instructions and good practice at all times. Complete risk assessments for your Event and ensure compliance with legal and safety requirements. We recommend appropriate event, cancellation and public liability insurance and may require evidence of cover prior to confirmation.

9. Emergency Procedures

Familiarise yourself and Attendees with fire evacuation and safety instructions displayed on campus. After an evacuation, hold a roll call and inform the Fire Officer of any missing persons. Follow all directions from the Duty Manager or other authorised staff.

Part 4 – Payments & Cancellation

10. Services & Issue Resolution

We will provide any agreed Services with reasonable care and skill. Raise any issues with the Venue Manager during the Event so they can be addressed promptly. Formal complaints must be raised within 10 working days of the Event.

11. Payment Terms

- Quotations remain valid for 20 Business Days.
- A 25% non-refundable deposit may be required at booking.
- The remaining balance is due within 30 Business Days of the start of the Hire Period unless otherwise agreed.
- Monthly invoices apply to activity bookings; late payments may incur interest at 4% per annum above Barclays Bank plc base rate and may result in suspension of the booking.
- VAT applies where relevant.

12. Cancellation & Termination

Hirer cancellation (events & one-off bookings):

- More than 72 Business Days prior — 75% refund.
- Less than 72 Business Days — 50% refund.

Activity or block bookings:

- Less than 48 hours' notice — full hire fee is chargeable.

University cancellation:

- We may cancel if the Event could damage our reputation or if you appear unable to meet financial obligations.
- We may cancel for anti-bribery concerns or events beyond our control (including adverse weather, emergencies or utility failures).
- Refunds are limited to fees paid; we accept no responsibility for consequential losses.

Termination:

- Either party may terminate for a remediable breach not remedied within 10 Business Days.
- Termination may also occur for serious non-payment or upon insolvency.

Part 5 – Liability & General Provisions

13. Liability

Our liability: we are not liable for loss of profit, business or other economic loss; loss or damage to personal property or vehicles unless caused by our negligence; or any indirect or consequential loss. Our

total liability is capped at the amount paid or payable under the Contract. Nothing limits liability for death or personal injury caused by negligence or for fraud.

Your liability: you indemnify the University against all costs, claims and losses arising from your or your Attendees' use of the Venue, except where caused by our proven negligence.

14. Confidentiality & Data Protection (GDPR)

Personal data provided to us will be processed lawfully and stored securely. You confirm that you have obtained appropriate consents from Attendees where required. Data will be retained only as necessary for operational, legal or safeguarding purposes and in accordance with our retention schedules.

We are requesting this information from you so that we can process your booking. The University of Worcester is a Controller of personal data and details of how we process your data including how long we retain it and your rights are detailed in the link below. The processing of this data is necessary for the performance of our contract with you in accordance with Article 6(1)(b) of the UK GDPR. Your data will only be retained and used for the purpose of managing your booking. <https://www2.worc.ac.uk/informationassurance/visitor-privacy-notice.htm>

15. Photography & Media

Photography and videography require prior written consent from the University. For groups with under-18s, written parental/carers permissions are mandatory.

16. Accessibility & Inclusion

We are committed to inclusive access. Please tell us about accessibility requirements during booking; reasonable adjustments will be made where practicable.

17. Anti-Bribery & Corruption

You must comply with applicable anti-bribery and anti-corruption laws, including the Bribery Act 2010, and promptly report any improper requests.

18. Force Majeure

We are not liable for delay or failure to perform due to causes beyond our reasonable control, including acts of God, war, industrial disputes, protests, fire, extreme weather, terrorism, pandemics, government action, non-performance by suppliers or failure of utilities.

19. Variations, Errors & Waiver

We may update these Terms and correct typographical errors without liability. No failure or delay by either party in exercising a right constitutes a waiver of that right.

20. Governing Law & Jurisdiction

These Terms and any non-contractual obligations arising from them are governed by English law. The parties submit to the exclusive jurisdiction of the courts of England.

Part 6 – Programme Changes & Operational Flexibility

21. Customer Acknowledgement

By confirming this booking, you acknowledge and agree that while every effort will be made to deliver the agreed programme as planned, Lakeside Campus reserves the right to make last-minute changes where necessary.

- Instructor availability.
- Activity resources and equipment availability.
- Planned or unplanned maintenance requirements.
- Weather conditions or other environmental factors.
- Health, safety or operational considerations.

Where changes are required, we will endeavour to provide suitable alternative activities or arrangements of equivalent value and learning outcome wherever reasonably possible. By proceeding with this booking, you confirm your understanding and acceptance of this flexibility as part of the booking agreement.

Signature & Approval

Approved By:



Susie Scriven – Director of Sport Partnerships and Community Engagement