

Terms and Conditions - Facility Hire

The University of York, Sports Centre, Newton Way, Heslington, York YO10 5DD and York Sports Village LLP, Lakeside Way, York YO10 5FG are collectively known as York Sport.

Hire of and Use of Facilities Conditions

Facility User(s) - All our facilities are available for hire, bookings are payable in full in advance unless agreed otherwise by the Manager. The booker must participate in the activity booked, or nominate a qualified 'responsible person' who will be responsible for the safe and proper undertaking (in line with the sport's Governing Body Guidelines if appropriate) of the activity and equipment used. The set up and take down of equipment associated with a booking will take place within the period booked. The hire charge includes the use of lights, changing and showering facilities and the use of post and nets (where appropriate). Additional equipment for hire is also available at a charge.

Fees and Charges – York Sport reserves the right to:

- vary all fees and charges by giving 30 days' notice in writing.
- annually review fees and charges
- vary or discontinue the availability of the facilities of York Sport.
- cancel bookings of any or all of the facilities of York Sport by giving 7 days' notice.

Booking Periods – Members may book up to ten days in advance. Non-members may book up to seven days in advance.

Payments – All bookings are subject to payment in full in advance of play unless agreement to invoice for such bookings has been agreed with the Manager. Invoices must be paid within 30 days of receipt and will be subject to a late payment fee if not paid by the due date.

Payment for non-invoiced block bookings must be made on the day before the hire commences and facilities are accessed unless payment has been made in advance. In the event that a debt is incurred in relation to any such booking and that payment is not received to settle any block booking debt within 48 hours of the booking date the block booking will be cancelled.

Cancellation of Facility and Class Bookings – All bookers are required to give a minimum of 24 hours' notice of cancellation of court / hall / pitch / class booking/s to enable a refund (or booking transfer if relevant) to be processed. No refund (or booking transfer) will be allowed for cancellations made within the 24 hours' notice period. Cancellations can only be made by telephoning the University of York Sport Centre on 01904 323855/56 or York Sports Village LLP on 01904 325751/50 or in person at the relevant site."

Cancellation of Events and Block Bookings - Cancellation/ transfer of a whole event or block booking with less than 14 days' notice will be subject to a charge equivalent to 25% of the total fee. Cancellation/transfer of a whole event or block booking with less than 7 days' notice will be subject to payment in full of the total fee. Cancellations/transfer of whole events or block bookings must be notified in writing (email) to the Bookings Team email:

bookings@york-sport.com

Booking late arrival – We reserve the right to offer your timeslot to other hirer(s) if you arrive more than 15 minutes late for a booking without notifying us of your delay. **Regular Member 'no shows' for racquet bookings** will result in suspension of Membership for 8 weeks. Membership bands must be presented on arrival.

General Conditions

Sporting Dress and Footwear - Appropriate sporting dress (including upper torso clothing) and footwear must be worn at all times. Hirers must change into non marking trainers (where appropriate) before using the facilities. No studded or bladed footwear is permitted on artificial pitches or on the athletics track, although studs are permitted on the artificial pitches.

You must not:

- Abuse the equipment or facilities of York Sport. Any wilful, negligent or deliberate damage to York Sport property must be paid for.
- Behave in a disorderly, violent or rude manner or in a manner, which causes or is likely to cause offence or distress to other Members, guests or staff or put other users at risk of harm through the hirer's negligence.

Bring alcoholic or intoxicating liquor, narcotics, or other mood altering substances onto York Sport's facilities, or consume them at York Sport's facilities.

- Book facilities on behalf of others, unless specifically authorised to do so, or allow others to book facilities using your identity or membership card.
- Book a facility and fail to attend the booking.
- Book a facility on behalf of a group and fail to attend the booking yourself unless a nominee is appointed.

York Sport reserves the right to refuse admission; to ask you or your guest to leave, or terminate or suspend your membership with immediate effect, if we reasonably believe that you or your guest is in breach of any of the above. In the case of suspension, this will normally be until the cause of complaint has been investigated and the Member notified of the outcome or if equipment replacement has been paid for, as applicable. Any hire that is allowed to a suspended Member will be at the Non-Member rate.

The Loss or Damage to Personal Property – York Sport does not accept responsibility or liability for any damage to, loss of or theft of any property or articles or things whatsoever, placed at York Sport or any part thereof by the hirer(s) or their guests.

All items of lost property will be logged by York Sport and held in the facilities for no more than 2 weeks. For hygiene and/or safety reasons, certain items will be disposed of immediately.

Injury - The University shall not be liable for any personal injury and/or consequential loss, including fatal injury and consequential loss sustained by any hirer(s) of York Sport facilities however such injury or loss is sustained, except where such injury or loss is directly caused by the negligence of York Sport or its employees. Lack or inadequate supervision of the use of any equipment, amenity or facility shall be deemed not to be negligence on the part of York Sport or its employees unless such supervision has previously been expressly arranged with York Sport.

Breach of Condition - In the event of any breach of these conditions hirer(s) may be required by the Manager to leave the facility and will forfeit the charge paid by such hirer(s) for entry to or use of the facility. Such action shall be without prejudice to any other rights which York Sport may have against such hirer(s) by virtue of these breaches.

Car Parking – York Sport Centre: Public Members can apply for a free Parking Permit. Public Non-members and students/staff without valid permits must pay & display. Indiscriminate parking which blocks or hinders emergency access/prevents parking by disabled drivers/inconveniences other car users may result in a parking fine. Event organisers will be advised separately regarding event parking arrangements.

York Sport Village: The first 3 hours are free after which will charges apply.

First Aid - All accidents/incidents must be reported to a member of the York Sport staff. Staff will complete a confidential accident and first aid report and hirer(s) must comply with any requests for information to complete this report.

Emergency Situation - On hearing the fire alarm all hirer(s) must leave the facility. York Sport staff will direct you to the nearest assembly point and only on their instruction can you return into the building.

Public Liability Insurance

Organisations must take out and maintain suitable and sufficient insurances to comply with the Employers' Liability (Compulsory Insurance) Act 1969 and the Employers' Liability (Compulsory Insurance) Regulations 1998 or any subsequent amendment and Public Liability Insurance being insured for a minimum of £5 million pounds in respect of claims arising out of any one occurrence. Organisations must, if requested to do so by the Head of Sport or their nominated representative provide a copy of their Certificates of Insurance or letter from their Insurance Broker. Organisations shall be liable for and shall indemnify York Sport against any expense, liability, loss, claim or proceedings whatsoever, arising under any statute or common law in respect of personal injury or death of any person whomsoever or any damage to property or any damage to any real or personal property arising out of or in the course of, or caused by the carrying out their activities, except to the extent that the same is due to any act or negligence on the part of York Sport.

Disclaimer

It is the hirer's responsibility to follow Health and Safety notices and the instructions of York Sport Staff and provide, on request, relevant health & safety information regarding incidents.

We reserve the right to:

- Make any reasonable changes to these Terms and Conditions at any time provided we give you notice of change by displaying the revised Terms and Conditions on the York Sport web site and/or on noticeboard(s).
- Revise the availability of certain facilities on a temporary basis for the general purpose of cleaning, decorating, essential repairs, maintenance of equipment and special functions and holidays.

Please refer to separate York Sport Membership Terms and Conditions.