

# CARDIFF MET SPORT

## TERMS AND CONDITIONS OF USE and HEALTH STATEMENT

### DEFINITIONS

In these terms and conditions, the following words shall have the following meanings:

“**University**” shall mean Cardiff Metropolitan University.

“**Hirer**” shall mean the person, organisation or any agent or representative of any person or organisation hiring the Facilities for any particular Hire.

“**Hire**” shall mean the act of attending and / or using the Facilities by the Hirer.

“**Facilities**” shall mean the land, facilities and or buildings of the University specifically hired to the Hirer, together with any associated University property or services available or utilised during the Hire.

“**Single Booking**” shall mean for use of Facilities for one time use.

“**General Hiring/Block Booking**” shall mean recurring use of facilities

“**Event Booking**” shall mean a booking for an event.

“**Booking**” shall mean either Single Booking/General Hiring/Block Booking or Event Booking as determined by the situation or context.

“**User**” shall mean any and all persons using the Facilities arising from any Hire, together with any guests of the Hirer or any User.

In these terms and conditions, the singular shall mean the plural and the plural the singular.

### PAYMENT

The price of the Hire of the Facilities shall be in accordance with the quoted or published tariffs for the date or period of Hire unless otherwise specified in writing at the time of the booking.

All booking fees and charges must be paid in full prior to the commencement of the Hire. Any payments by cheque or online banking must be made to “Cardiff Met Co. Ltd”. The University reserves the right to not grant the Hirer or any User access to the Facilities in any event where payment in full has not been received by the University prior to the commencement of the Hire. Any bookings cancelled by the Hirer with less than 14 days prior to the date of Hire will not be eligible for any refund.

**PAYMENT FOR EVENT BOOKINGS**, the following payment terms shall apply:

20% non-refundable deposit to confirm booking.

30% non-refundable 6 months prior to commencement of the Hire.

Remaining 50% non-refundable 3 months prior to commencement of the Hire.

### CANCELLATION TERMS

#### EVENT BOOKINGS CANCELLATIONS

In the event of cancellation by the Hirer the University reserves the right to claim the following:-

- Where cancellations are made more than 6 months in advance of the hire -20% of the total charge
- Where cancellations are made within 3 months to 6 months in advance of the hire – 50% of the total charge
- Where cancellations are made within under 3 months of the hire – 100% of the total hire charge.

#### GENERAL HIRING AND BLOCK BOOKING CANCELLATIONS

any bookings cancelled by the Hirer with less than 14 days prior to the date of Hire will not be eligible for any refund.

#### PHYSIO AND MASSAGE CANCELLATIONS

These are non-refundable unless 24 hours' notice is given

#### MEMBERSHIP/ACADEMIES/COURSES CANCELLATIONS

Non-refundable and non-transferrable unless there are insufficient numbers to run the course

Any Booking cancelled by the University shall be subject to a full refund, which the University will issue without undue delay.

In any event where the University determines any of the Facilities unusable due to inclement weather the University will use all reasonable endeavours to provide alternative Facilities or agree a

rescheduling of the booking with the Hirer. In the case of extreme snow/weather or any other reason outside the reasonable control of the University, the University will be unable to offer refunds.

### USE OF FACILITIES

Users must not use any court, pitch or room until the allotted start time and must vacate no later than the finish time shown on the booking confirmation or receipt.

All Hires arising from a Single Booking will commence on the hour or ½ hour and end 5 mins before the hour or ½ hour e.g. a General Booking 8.00pm-9.00pm will end at 8.55pm. The Hirer must vacate the Facilities at the end time to allow smooth transitions between bookings.

Appropriate dress (including upper torso clothing) and footwear must be worn at all times. Users must check the footwear and clothing requirements for the respective court, pitch or room and ensure that they comply with the requirements.

Users are responsible for ensuring that all equipment used is used appropriately and correctly. Please report any damaged or defective equipment to Sports Facilities staff immediately.

Users are responsible for the suitability and safety of any electrical equipment (such as phone and personal devices, or speakers/similar equipment used by groups) that they bring on site.

Users must ensure the premises are reinstated and any equipment used is replaced correctly at the end of the Hire. Litter must be disposed of in the bins provided or taken away by the Users.

The University shall have the right to eject any User from the Facilities without any refund or liability whatsoever where the User:

- a) conducts themselves in a way that is offensive, unseemly or unsporting or which might cause annoyance or danger to others
- b) intends to or does consume alcohol or use illegal drugs.
- c) fails to comply with these booking terms and conditions or with the reasonable instructions of University staff.

Users shall not bring any food of any kind into the Facilities without the University's prior permission and shall only bring drink into the Facilities where it is in a sealed bottle and for personal rehydration.

All keys must be returned on the departure of the Users from the University. The Hirer will be liable for £10.00 charge for every key not returned.

Photography or digital imaging is not permitted at any time without the prior express permission of the University.

### HEALTH AND SAFETY

Users must report all accidents and incidents. If you wish to report an accident, near miss incident or you require first aid, please contact a member of staff immediately who will summon assistance and arrange for the details of the accident/incident to be recorded.

Fire precaution notices are displayed in all University premises and it is the responsibility of the Users to familiarise themselves with these instructional notices. Under no circumstances should fire alarms be ignored.

The Hirer shall ensure they comply at all times with the spectator and facilities notices displayed in the various sport areas.

The Hirer must ensure that the total number of persons using the Facilities must not exceed recommended numbers according to Health and Safety regulations. (The University will advise on the maximum numbers at the time the booking is made)

The Hirer of any Event Booking will be required to provide a health and safety risk assessment for the event prior to the confirmation

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of the booking. Such a risk assessment must correlate with the University's risk assessment for the Facilities

### HEALTH STATEMENT

Users of the facilities are primarily responsible for their own health and wellbeing.

The Hirer or User must not use the Facilities if they have any medical condition that might impact upon their safe use of the Facilities. Any Hirer or User who is unsure of their health and wellbeing to the extent that it might adversely affect their safe exercise or participation should consult their doctor. The University cannot accept any liability whatsoever arising from any event where a Hirer or User fails to comply with their doctor's advice. If you have any medical condition which you feel our staff should be aware of please email [sport@cardiffmet.ac.uk](mailto:sport@cardiffmet.ac.uk) and we will update our participant records. Any information you give to us regarding your health will be kept confidential and used only in any instance of a medical emergency.

If at any time whilst you are using our facilities you feel unwell, you must let a member of staff know immediately. All our recreational staff are first aid trained.

### RESPONSIBILITY AND LIABILITY

The Hirer and all Users using the Facilities under one Booking shall have joint and several liability for any loss or damage caused through any wilful or negligent act of the Hirer or the Users or through the misuse of equipment during the Hire arising from that Booking.

Where the loss or damage arises from the actions of the Hirer, the Hirer will be fully responsible for all persons and property brought on to the Facilities by the Users during the period of the Hire and shall indemnify the University from any loss or damage to property of the University or the property of others rightfully using the Facilities. The Main User must be a responsible adult and be present for the duration of the Hire.

The University has Public Liability Insurance in respect of loss, injury or death arising from defective Facilities or the negligence of University staff. The Hirer and Users should ensure they have suitable insurance to cover any other reasonably foreseeable risks arising from the Hire.

The University cannot accept any liability whatsoever for the unavailability of any equipment, services or utilities or any other reason outside of its reasonable control which may cause any part of the Facilities to be unavailable.

Unless caused by the negligence of the University the University excludes all liability leading to death or personal injury.

The University does not accept responsibility for any damage to or loss of any money, valuables, clothing or property of any kind. All items are left at the User's risk.

The Hirer is requested to appoint a responsible person who will act as the primary point of contact for the duration of the Hire. The Hirer must ensure that all Users under the age of 18 are properly and appropriately supervised at all times.

### UNIVERSITY POLICIES AND PROCEDURES

The Hirer shall ensure they comply at all times with University policies and procedures including but not limited to car parking and no smoking other than in designated areas

### GENERAL

The Hirer shall not sub-let the Facilities nor make any use of the Facilities other than set out in the Booking Form without the prior written agreement of the University.

No pets are allowed on University premises other than Guide dogs or other assistance dogs.

Opening/Closing times can be found on our website [www.cardiffmet.ac.uk/sport](http://www.cardiffmet.ac.uk/sport). Any changes to these times will be displayed on our website and on our Cardiff Met Sport App.

Age Restrictions: Children must be over 16 years unless accompanied by an adult with the exception of badminton/tennis and any controlled environments such as swimming lessons etc. Please contact reception if you have any queries 029 20 416777

### GDPR

Cardiff Metropolitan Sport is part of [Cardiff Metropolitan University](http://Cardiff Metropolitan University)

Cardiff Metropolitan University is the Data Controller and is committed to protecting the rights of individuals in line with the General Data Protection Regulation (GDPR) and UK Data Protection Act 2018.

The University is lawful in processing personal data for event bookings and use of facilities in accordance with Article 6.1(b) of the GDPR. All user data will be handled in line with Data Protection Principles. Cardiff Met will not share personal information with any third parties unless permitted by Law.

Please see our [privacy notice](#) for further details or for more information on the University's Data Protection policies and procedures can be sought via [dataprotection@cardiff.gov.uk](mailto:dataprotection@cardiff.gov.uk)

**Complaints.** Any complaint arising out of the hiring must be made to the Sports Facilities Manager within 5 days of such occasion of the complaint.

I confirm I have read and agree to the booking Terms and Conditions which include the Health Statement.

Signature .....

Full name ..... Date .....

**Cardiff Met Sport, Cardiff Metropolitan University, Cyncoed Road, CARDIFF CF23 6XD**  
Telephone 029 2041 6777 or email [sport@cardiffmet.ac.uk](mailto:sport@cardiffmet.ac.uk)



Cardiff  
Metropolitan  
University

Prifysgol  
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Caerdydd