



University of
St Andrews

Saints Sport facilities conditions of hire

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1.0	Update	Active	Assistant Director (Commercial Operations), Saints Sport	03/04/2020
2.0	Approved	Active	Saints Sport Management	30/06/2020

1. **Definitions**

- 1.1. These conditions shall be binding on all those individuals or organisations entering into a contract with the University upon booking and hiring sports facilities, equipment and/or specialist staff.
- 1.2. The “Client” means either (i) the person, who shall be over 18 years of age, (ii) the organisation or (iii) the duly authorised agent, booking and hiring sports facilities and/or specialist staff from the University.
- 1.3. The “University” means the University Court of The University of St Andrews, a charity registered in Scotland (Registered Number SC013532) and having an office at College Gate, St Andrews, Fife, Scotland, KY16 9AJ. References to the University includes, where relevant, Saints Sports.
- 1.4. “Facilities” means the sports facilities or equipment hired under this contract including any additional facilities used at the request of the Client.
- 1.5. “Children” means persons under 18 years of age.
- 1.6. “Sports Centre” means the University’s sports centre (including the main building, pavilion, and all outdoor areas such as pitches, courts, or others) situated at or around St Leonards Road, St Andrews.

2. **Facility bookings**

Individuals

- 2.1. Members can book sports Facilities up to 14 days in advance either [online](#), in person at the Sports Centre reception or by phone (+44 (0)1334 462190). Please see the [Sports Centre terms and conditions](#) for details of how bookings can be made.
- 2.2. Non-members can book sports Facilities up to 5 days in advance either in person at the Sports Centre reception or by phone (+44 (0)1334 462190).

Clubs and groups

- 2.3. A provisional booking will be held for a period of 14 days without obligation. Thereafter, written confirmation accompanied by the necessary deposit and signed contract (where required) will guarantee the booking and acceptance of these terms and conditions.

3. **Refusal**

- 3.1. The University reserves the right in its absolute discretion:
 - To refuse any application to hire Facilities
 - To refuse admission to any person, body, or organisation

- To remove any person from the Facilities and the Sports Centre

4. **Cancellations**

4.1. Facility bookings can be cancelled:

- in person at the Sports Centre;
- by phone, calling 01334 462190;
- by email: saintsdutymanager@st-andrews.ac.uk

4.2. The University reserves the right to change, cancel or curtail any booking for circumstances including but not limited to weather conditions, unfavourable forecasts, maintenance (which in the case of outside pitch hire includes the University ensuring that there is no long-term damage to the pitches), any factors which prevent the University from being able to fulfil and booking, unavailability for any reason, the risk or potential harm to the reputation of the University due to any use of the Facilities (of which the University will be the sole judge) health and safety reasons, or any other factors out with our control. If the University cancels a booking through no fault of the Client, its liability will be limited to a full refund of the hire charge. Under no circumstances will the University be responsible for any losses or damages suffered by the Client or any third parties.

Individual Members

4.3. Individual members who fail to turn up for a booking without a valid and verifiable explanation, or for late cancellations (**less than 24 hours** before the booking) will be treated as follows:

- **First offence:** Email reminding them of their responsibility to turn up to bookings
- **Second offence:** Email reminding them of their responsibility to turn up to bookings and a warning of implications if there any future offences, i.e. a fine.
- **Third offence:** A “no show” fine will be attributed to the individual’s account, meaning entry into the Sports Centre, or use of sports facilities will not be permitted until it is paid in full.
- **Fourth offence and beyond:** Another “no show” fine will be attributed to the individual’s account, meaning entry into the Sports Centre, or use of sports facilities will not be permitted until it is paid. The individual's membership will also be frozen for in turn preventing access for that period. No refund will be given.
- A “No show” fine is the equivalent cost to a Community/non-member activity ticket

University clubs and groups

4.4. University sports clubs (staff and student) and internal University groups are able to cancel Facility bookings up to **24 hours in advance**, after which the University reserves the right to charge the full hire charge.

External clubs, groups and individuals]

4.5. In the event of cancellation of a confirmed booking by an external club or group, the University shall be entitled to retain any part of the deposit already paid and the external club or group shall pay the following

Date of cancellation notice	% cost of booking
30-90 days	Any outstanding amount of deposit due
5-30 days	Any outstanding amount of deposit due and 50% of either charges payable per clause 5.1 below or (if different) the agreed/contracted cost
5 days or less	Any outstanding amount of deposit due and 100% of either charges payable per clause 5.1 below or (if different) the agreed/contracted cost

Complimentary Facility hires

4.5.1. Where the University has offered complimentary use of Facilities to an external person, group or club, in the event of cancellation of a confirmed booking, the University reserves the right to charge such external person, group or club the following based on the standard charges for the relevant Facilities:

Date of cancellation notice	% cost of booking
30-90 days	100% of the standard deposit amount for the Facilities
5-30 days	100% of the standard deposit amount for the Facilities and 50% of the standard Facility charges per 5.1 below
5 days or less	100% of the standard deposit amount for the Facilities and 100% of the standard Facility charges per 5.1 below

5. Charges payable

Charges

5.1. Unless otherwise agreed, the charges for use of Facilities will be those charges as published from time to time by the University.

Individual members

5.2. Full payment is collected at the time of the booking, either online or at the Sports Centre reception.

Clubs and groups

- 5.3. For a booking with a contracted total balance of up to £1,000 plus VAT in any calendar month, the Client shall pay a 20% deposit invoice on or by the earlier of (i) where the date of the hire of the Facilities is less than 30 days after the booking date then at the same time as making the booking or (ii) 30 days after the booking date.
- 5.4. For a booking with a contracted balance of over £1,000 plus VAT in any calendar the Client will require to enter into a separate contract with the University which will take precedence over these conditions of hire.
- 5.5. An invoice for full payment of the contracted cost along with any outstanding charges will be sent following the completion of the booking. Payment of such contracted cost and any other outstanding charges must be made on or by the earlier of (i) the date of the hire of the Facilities or (ii) then no later 30 days after the date of the invoice

Extended hires

- 5.6. An invoice for full payment of the contracted cost for all Facilities hired in the previous calendar month [30 days payment terms] will be sent following completion of the last booking in that month.
- 5.7. In the event of an invoice not being paid by the due date, all future bookings may be cancelled by the University, and additional charges will apply as outlined in clause 5.8.

General

- 5.8. Where as a result of a material change in circumstances the University' costs of providing the Services under this Agreement are materially increased, the University shall be entitled to increase the Charges on at least 30 days' written notice to the Client, together with fully documented evidence to reflect such increase to the University' costs and such increase to the Charges shall apply from the date of the material change in circumstances. For the purposes of this clause 5.6, an increase of 5% or more of the University' costs shall in all cases be deemed to be a "material" increase.

- 5.9. Any delays in payment will incur interest daily, at a rate of 5% above prevailing base rate of the Royal Bank of Scotland. The Client is liable for their bank charges and fees.
- 5.10. Any queries regarding an invoice must be notified in writing to the University within 7 days of its receipt.

6. **Indemnity and Insurance**

- 6.1. The University is not responsible for loss or damage to personal possessions, death or personal injury of anyone using or attending the Facilities except to the extent that such death or personal injury arises out of the negligent acts or omissions of the University or a person acting directly on behalf of the University. The University has Public Liability insurance which covers the legal liability of the University and those persons acting directly on behalf of the University, including persons participating at the time of loss in sports activities for sports clubs which are formally constituted, provided and managed by the University. All users of the Facilities agree to indemnify the University against any claims which may be made against the University and which arise in whole or in part from the acts or omissions of such users. If you have any doubt about the status of any sports activity relative to insurance, you should contact the University for clarification. You may wish to arrange your own insurance cover against legal liability relative to your participation in sports activities.
- 6.2. For public / ticketed events, the Client must provide evidence of adequate liability insurance prior to the commencement of the event

7. **Health & Safety / First Aid**

- 7.1. Under Health and Safety legislation, any organisation or group that uses the Facilities must ensure that any person who uses or is provided access to the Facilities (including but not limited to coaches, club members, visiting teams and spectators) are protected from risks to their health and safety arising out of, or in connection with their activities. Consequently, it is the responsibility of the Client to ensure they are fully compliant with all relevant health and safety legislation and that they adhere to the University's First Aid and Health & Safety policies.
- 7.2. Organisers, competitors/players participating in competitions and/or training, must follow guidelines laid out by the sport's National Governing Body in relation to matters including, but not limited to, coaching ratios, emergency procedures and medical provision. Therefore, it is anticipated that the Client will have such measures in place prior to the commencement of any activity.

- 7.3. University first-aid notices are positioned throughout the Sports Centre, clearly indicating who the first aiders are and where the nearest first-aid box can be located.
- 7.4. There are two defibrillators at the following:
- 7.4.1. At the front of the Sports Centre main building – on the external wall adjacent to the gym
- 7.4.2. At the Pavilion – on the external wall adjacent to Hepburn Gardens

8. **Disclosures and Child Protection**

- 8.1. It is the responsibility of the Client to ensure they are in compliance with legislation governing the protection of children and vulnerable adults when hiring the University's Facilities and that they adhere to the University's policy for the [Safeguarding of children, vulnerable adults and prevention of radicalisation](#), the University's [Child Protection policy](#) and any child protection policy specific to the respective national governing body for the sport or activity in question.
- 8.2. Coach/child ratios relating to the specific Governing Body guidelines should be adhered to at all times.

9. **Coaching**

- 9.1. It is the Client's responsibility to ensure all sports coaching/tuition taking place when hiring University facilities is led by suitably qualified individuals as dictated by the respective national governing body for the sport or activity in question. The University reserves the right to suspend or terminate any contract or booking if certificated evidence of the competency of the intended group coach/tutor/leader can't be verified.

10. **Facilities**

General

- 10.1. The Client acknowledges that the University may from time to time publish conditions of use for specific activities. Where published these can be found at <https://www.st-andrews.ac.uk/sport/facilities> under the relevant facilities or activity . Where the University has published such conditions of use then the Client shall comply and ensure all people for who the Client is responsible with such conditions of use.
- 10.2. Sports Facilities shall be used only for the purposes agreed during the booking process. No part of the Facilities hired may be sub-let or transferred by the Client without the prior written consent of the University.
- 10.3. All timings detailed in the booking contract must be adhered to by the Client.

- 10.4. No signage, banners or notice shall be erected or displayed inside or outside the University buildings without prior consent from the University.
- 10.5. Any equipment not normally associated with the activity for which the Facilities are booked may only be used if the University has given its prior written consent.
- 10.6. The Client is not permitted to carry out any alteration to any building or Facility hired to them or to change or alter any fixtures, fittings, floor markings, decorations or equipment hired to them without prior consent in writing from the University.
- 10.7. No alterations or addition to the existing lighting arrangements shall be carried out, no additional power sockets installed, or use made of existing power sockets. Prior written consent must be given for the use of portable electrical equipment must have been tested and carry a valid electrical safety test sticker.
- 10.8. The Client is not permitted to use 'tape' on the floor or any walls or other structures, for any purpose, without prior agreement with the University. This includes the need to use 'tape' to lay carpet, secure extension leads or any other equipment.
- 10.9. The Client will be liable for the costs of rectifying any damage caused by or arising out of their occupancy or use of the Facilities or any other part of the Sports Centre.
- 10.10. The University accepts no responsibility for loss or damage to property or goods belonging to, used or exhibited in the Facilities or any other part of the Sports Centre by the Client or persons attending an event.
- 10.11. The University accepts no liability for loss or damage to articles left in any part of the Sports Centre and whether or not in any designated cloakroom areas.
- 10.12. The University reserves the right to instruct security and/or first aid presence for the booking at the cost to the Client.

Parking

- 10.13. The University accepts no liability for the damage, loss, theft or removal of any motor vehicle, motorcycle or bicycle, which are left entirely at the owner's risk
- 10.14. Motor vehicles, motorcycles, and bikes must be parked in designated parking bays within University car parks as advised by University staff. Under no circumstances are motor vehicles to be parked on the access roads or playing fields.

Pitch hire

- 10.15. Whilst the University endeavours to meet specific Facility requests (such as specific pitch or court hire), this cannot always be guaranteed. The University reserves the right to determine all allocations for all bookings. Clients will be notified of their allocation prior to the booking commencing, which will be at the discretion of the head groundsman and the University's staff.
- 10.16. Floodlights are controlled by University staff. The University will decide when the floodlights get activated and deactivated.

Catering

- 10.17. The Client must make all catering arrangements for the supply of food and beverages with the University, who retain exclusive rights to supply persons attending the Sports Centre with food and beverages. Other than food or non-alcoholic drinks used for personal consumption by a Client, no food, alcohol or other refreshments shall be brought on to the Sports Centre.
- 10.18. If the University is not able for any reason to supply of food and beverages, external catering arrangements may be permitted, but only with prior consent in writing from the University.
- 10.19. Unless prior written consent is given by the University, consumption of alcohol is prohibited in all sports Facilities and the Sports Centre. Where the University does give such consent alcohol (sold by a University approved distributor) may only be consumed in a licensed area.

11. Client responsibilities:

The Client is responsible for:

- 11.1. The administration, organisation and running of the activity or event and must comply with conditions laid down by the University.
- 11.2. The supervision and control of all visitors, spectators and officials, the maintenance of good order and ensuring that all persons in attendance behave in a seemly manner. All instructions issued by University staff must be adhered to.
- 11.3. Leaving the Sports Centre including all Facilities, changing rooms, toilets, showers and other parts of the Sports Centre in a clean and tidy condition. If the Client does not do this, the University shall charge the Client for the cost of any necessary additional cleaning.

- 11.4. Ensuring that there are sufficient stewards and officials on hand during the period of hire to ensure full compliance with all relevant health and safety legislation.
- 11.5. Ensuring that all users wear the correct footwear. Under no circumstances are outdoor shoes permitted for indoor Facilities.
- 11.6. Ensuring that all accidents are reported forthwith to University staff on duty.
- 11.7. Paying for all damage caused to any University property as the result of or in connection with the hiring or use of the Facilities or the Sports Centre.

12. **Publicity**

- 12.1. The University (including Saints Sport) logos may not be used without prior consent in writing from the University.
- 12.2. The University reserves the right to take photos/videos of users for publicity purposes. If you do not wish photos/videos to be taken, please request this at the time of booking. Consent will be sought by the University when children are involved.

13. **Sponsorship, broadcasting or television**

- 13.1. The Client may not grant sponsorship, sound or television broadcasting or filming rights without prior consent in writing from the University. It will be a condition of any permission granted that the University reserves the right to be a party to any such agreement and to share with the Client income and publicity derived from any such agreement.

14. **Gaming and Lotteries**

- 14.1. No betting, gambling or gaming is permitted on the Sports Centre

15. **Main point of contact**

- 15.1. For all matters in relation to the sports Facilities and services provided by University contact the Duty Managers:
 - +44(0) 1334 462187
 - saintsdutymanager@st-andrews.ac.uk

16. **Third Parties**

16.1. These terms and conditions do not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of these terms and conditions or any booking following therefrom.

17. Jurisdiction

17.1. The contract shall be read, construed and governed in all respects in accordance with the Laws of Scotland. The parties agree that the contracts shall be subject to the non-exclusive jurisdiction of the Scottish courts.

18. Final Terms and Conditions

18.1. Any agreed details outlined in a signed contract supersedes the terms and conditions stated above.

Version number	Purpose / changes	Document status	Author of changes, role and school / unit	Date
1.0	Update	Active	Assistant Director (Commercial Operations), Saints Sport	03/04/2020
2.0	Approved	Active	Saints Sport Management	30/06/2020