



University of
St Andrews

Saints Sport facilities conditions of hire

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Purpose	This document outlines the conditions of hire for the University's sports facilities.

Version number	Purpose / changes	Document status	Author of changes, role and school / unit	Date
2.3	Updated facility booking section	Active	Assistant Director (Commercial Operations), Saints Sport	24/01/2024

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 University’s sports facilities at University Park (including the main building, pavilion, and all outdoor areas such as pitches, courts, or others) situated at or around St Leonards Road, St Andrews or equipment hired under this contract including any additional facilities used at the request of the Client.

2. Facility bookings

2.1. Individual members

- **Bookings:** Members can book sports Facilities for casual use up to 7 days in advance either [online](#), in person at the Saints Sport reception or by phone (+44 (0)1334 462190). Please see the [Saints Sport terms and conditions](#) for further information.
- **Payment:** Full payment (where applicable) is collected at the time of the booking, either online, at Saints Sport reception or over the phone (+44 (0)1334 462190).

2.2. Non-members

- **Bookings:** Non-members can book Facilities for pay and play use on the day by contacting the Saints Sport Reception Team, either in person at the Saints Sport reception or by phone (+44 (0)1334 462190).
- **Payment:** Full payment is collected at the time of the booking at Saints Sport reception or over the phone (+44 (0)1334 462190).

2.3. University sports clubs

- **Bookings:** University of St Andrews sports clubs affiliated to the Athletic Union are allocated Facilities for regular training and matches each academic year. Additional Facility booking requests

can be made by emailing sportoffice@st-andrews.ac.uk. Sports Clubs wishing to host an event that falls out with their regular approved club activity must gain approval from Saints Sport by completing the [Sports Event Request Form](#), before making any bookings or commitments.

- **Payment:** University of St Andrews sports clubs affiliated to the Athletic Union are not charged for the use of Facilities at University Park.
- **Cancellations:** University sports clubs can cancel Facility bookings up to **24 hours in advance**, after which the University reserves the right to charge the full hire charge.

2.4. Internal University departments or groups

- **Bookings:** Internal University departments or groups can book Facilities more than 7 days in advance and up to the day of the booking by emailing sportoffice@st-andrews.ac.uk.
- **Payment:** hire fees will vary depending on the group and can either be charged to an appropriate School/Unit cost centre or payment can be made via invoice.
- **Cancellations:** Internal University departments or groups can cancel Facility bookings up to **24 hours in advance**, after which Saints Sport reserves the right to charge the full hire charge.

2.5. External clubs and groups

- **Bookings:** External clubs and groups can book Facilities (single bookings or extended hires) more than 7 days in advance and up to the day of the booking by emailing sportoffice@st-andrews.ac.uk.
- **Payment:**
 - Single/one-off bookings: Payment is required 7 days in advance to secure a facility booking and can be made at Saints Sport reception or by calling (+44 (0)1334 462190).
 - Regular/multiple bookings and extended hires: An invoice for full payment of the contracted cost for all Facilities hired in the previous calendar month along with any outstanding charges will be sent following completion of the last booking in that month. Payment of such contracted cost and any other outstanding charges must be made no later than 30 days after the date of the invoice. 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 5.3.
- **Cancellations:** External clubs and groups can cancel Facility bookings up to **7 days in advance**, after which Saints Sport reserves the right to charge the full hire charge.

2.6. Professional clubs, organisations, and schools

- **Bookings:** Enquiries regarding professional training camps, pre- or mid-season camps, or sports events can be made by contacting prosport@st-andrews.ac.uk.
- **Payment:** ProSport Clients may be required to enter into a separate contract with the University which will take precedence over these conditions of hire.

2.7. Complimentary Facility hires

- Where the University has offered complimentary use of Facilities to an external person, group, or club, the University reserves the right to charge 100% of the standard Facility hire fees in the event of cancellation within 7 days or less of a confirmed booking.

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 Saints Sport Facilities

4. Cancellations

4.1. Facility bookings can be cancelled:

- in person at the Saints Sport Reception;
- by phone, calling 01334 462190;
- by email: sportsreception@st-andrews.ac.uk
- through the [online booking system](#) (members only, and only if the booking was made through the platform)

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 a 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.

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.

General

5.2. Where, as a result of a material change in circumstances the University's 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's costs and such increase to the Charges shall apply from the date of the material change in circumstances. For the purposes of this clause 5.2, an increase of 5% or more of the University's costs shall in all cases be deemed to be a "material" increase.

5.3. 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.

5.4. 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.

6.2. 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.

- 6.3. 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.
- 6.4. 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.
- 6.5. 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 facilities at Saints Sport, 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 locations:
 - At the front of the Saints Sport main building – on the external wall adjacent to the gym
 - 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](#), Saints Sport's [child wellbeing and 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 Saints Sport Facilities.
- 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 Saints Sport 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 Saints Sport Facilities 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 and the pitch irrigation system are controlled by University staff. The University will decide when the floodlights and irrigation system get activated and deactivated.

11. Food and beverage vendors and supply

11.1. The Client must make all arrangements for the supply and sale of food and beverages with the University (Accommodation, Catering and Events: aceteam@st-andrews.ac.uk or Students' Association: sabar@st-andrews.ac.uk) who retain exclusive rights to supply persons attending the Saints Sport Facilities 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 Saints Sport Facilities.

11.2. 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.

11.3. Unless prior written consent is given by the University, consumption of alcohol is prohibited in all Saints Sport Facilities. Where the University does give such consent, alcohol (sold by a University approved distributor) may only be consumed in a licensed area.

12. Client responsibilities:

The Client is responsible for:

12.1. The administration, organisation and running of the activity or event and must comply with conditions laid down by the University.

12.2. 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.

12.3. Leaving the Facilities, changing rooms, toilets, showers, and other parts of the main building 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.

12.4. 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.

- 12.5. Ensuring that all accidents are reported forthwith to University staff on duty.
- 12.6. Paying for all damage caused to any University property as the result of or in connection with the hiring or use of the Facilities.

13. Publicity

- 13.1. The University (including Saints Sport) logos may not be used without prior consent in writing from the University.
- 13.2. 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.

14. Sponsorship, broadcasting, or television

- 14.1. 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.
- 14.2. Members of the press and photographers/film crews from television or commercial companies must be cleared through the University Press Office (proffice@st-andrews.ac.uk).

15. Photography/Videography

- 15.1. Anyone intending to use ICT and/or photographic and video equipment at Saints Sport and the facilities at University Park must comply with all relevant legislation and policies, and understand they are solely responsible for acquiring the consent of each person photographed, filmed, or videoed. Please note that the use of photographic or recording equipment is **strictly forbidden** in or close to changing rooms/areas.

16. Gaming and Lotteries

- 16.1. No betting, gambling, or gaming is permitted on the Saints Sport Facilities.

17. Main point of contact

17.1. For all matters in relation to the sports Facilities and services provided by the University contact the Duty Managers:

- +44(0) 1334 462187
- saintsdutymanager@st-andrews.ac.uk

18. Third Parties

18.1. 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.

19. Jurisdiction

19.1. 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.

20. Final Terms and Conditions

20.1. 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
2.1	Review	Active	Assistant Director (Commercial Operations), Saints Sport	06/09/2022
2.2	Review	Active	Assistant Director (Commercial Operations), Saints Sport	01/07/2023
2.3	Updated facility booking section	Active	Assistant Director (Commercial Operations), Saints Sport	24/01/2024