

## **1. Basis of the Contract and Obligations of the Hirer**

- 1.1 The booking contract is between the hirer (as stated on the booking form) (“the Hirer” / “you”) and Bournemouth University (“BU”/ “the University” / “we”) and consists of the booking form and these Terms and Conditions (“the Contract”). The Contract will only come into force upon BU confirming the party booking to the Hirer.
- 1.2 The Contract will be governed by and construed in accordance with English law.
- 1.3 The Facility to be hired is the area/facility/room where the party takes place, and forms part of BU’s grounds and buildings (“the Premises”).
- 1.4 The Hirer Shall:
  - 1.4.1 Make the full activity payment, in advance and in cleared funds by credit or debit card or cash through the online payment portal in order to secure the party booking date and time.
  - 1.4.2 Take good care of and cause no damage to any furniture, equipment, fittings or rooms or buildings situated at or forming part of the Premises.
  - 1.4.3 Not remove any of the University’s property from the Premises;
  - 1.4.4 Comply with the rules and regulations made by the University from time to time for the management use and occupation of the Premises;
  - 1.4.5 Comply with all fire precautions applicable to the Premises;
  - 1.4.6 Not do anything which may cause nuisance to the University or any other user of the Premises;
  - 1.4.7 Ensure that at the end of the hire of the Facilities the relevant Premises used by the Hirer are left in a clean and tidy condition;
  - 1.4.8 Not allow anyone not authorised by the University to enter or use the Premises;
  - 1.4.9 Pay the cost of repair of any damage to the Premises, the Facilities or any equipment, furniture or fittings of the University caused by negligence or misuse by the Hirer or anyone using the Premises by arrangement of the Hirer;
  - 1.4.10 Ensure that no smoking is conducted in the University’s Premises by the Hirer or anyone using the Premises by arrangement with the Hirer;
  - 1.4.11 Use the Facilities only for the purposes agreed on the booking form; and
  - 1.4.12 Ensure its activity finishes at the end of the relevant Hire Period agreed on the booking form.

## **2. Cancellation by Bournemouth University (BU)**

- 2.1 BU reserves the right to cancel any hiring upon written notice with effect from the date specified in such a notice or if no date is specified in the notice with immediate effect in any of the events listed below:
  - 2.1.1 As a result of a force majeure event; this shall mean war, civil commotion, fire, pandemic, any government regulation or order, or any event beyond the reasonable control of BU;
  - 2.1.2 In consequence of the Facility being required by BU for such other purposes as BU

may determine;

2.1.3 If the Hirer is in breach of any of its obligations under the Contract;

2.1.4 If the Hirer is in breach of any law, statute or regulation or places BU in breach of any law, statute or regulation in consequence of the exercise or purported exercise of the hiring under this Agreement.

2.2 In the event of a cancellation by BU under clauses 2.1.1 or 2.1.2, BU shall refund to the Hirer all monies already paid by the Hirer in respect of the hiring, provided that the Hirer has complied in all respects with its obligations under the Contract.

2.3 In the event of a cancellation by BU under clauses 2.1.3 or 2.1.4, and without prejudice to any other rights or remedies BU may have, BU may retain all monies already paid by the Hirer in the respect of hiring.

2.4 Except as otherwise specified in this clause 2, BU shall not be held liable for the consequences of any cancellation by BU under this clause 2 and shall not be required to pay any compensation for any loss or damage incurred by the Hirer as a result of such a cancellation.

### **3. Cancellation by the Hirer**

3.1 All cancellations must be received in writing. Notice of cancellation by email must be to sportbukids@bournemouth.ac.uk.

3.2 If you cancel less than 7 days before the party starts, you will not be entitled to a refund, and if you have not already paid, the full party fee will remain payable.

3.3 Where 3.2 applies, and your cancellation is due to a medical or other mitigating circumstance and if you have already paid the party fee, the fee may be refunded at our absolute discretion.

### **4. Liability**

4.1 Except in respect of personal injury or death caused by BU and its employees' and agents' negligence, or damage to or loss of property which arises as a direct consequence of BU and its employees and agents' negligence, BU shall not be liable for any injuries, liabilities, claims, costs, expenses, losses or damages of whatever kind which are suffered, incurred or sustained by the Hirer or any other person in consequence of the exercise or purported exercise of the hiring under this Contract, whether arising in contract, tort (including without limitation negligence) and/or breach of statutory duty.

4.2 BU will not be liable to the Hirer in contract, tort (including without limitation negligence) and/or breach of statutory duty for any indirect or consequential losses or damages of any kind including but not limited to any loss of profits, business, contracts, revenues or savings which the Hirer or any other person may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by BU, its employees or agents.

### **5. Damage to the Premises**

5.1 The Hirer shall inform BU immediately of any damage or losses caused to the Facilities or any BU property in consequence of the exercise or purported exercise of the hiring under this Contract.

5.2 The Hirer shall be responsible for any damage or losses caused to the Facilities or any BU property by the Hirer or any other person in consequence of the exercise or purported exercise of the hiring under this Contract and shall pay the cost of reinstatement or replacement as determined by BU.

### **6. Severability**

6.1 If any provision or part of this Contract is held to be invalid, the rest of the Contract will continue to be valid to the maximum extent permissible under law.

## 7. Your Personal Information

Any personal information which you provide to us in making the party booking, including that relating to children, will be processed in accordance with the Data Protection Act 2018. We will use this information for the organisation and management of the party and in accordance with Bournemouth University's Data Protection Policy and SportBU Privacy Notice which are accessible here:

**Bournemouth University's Data Protection Policy:**

<https://www.bournemouth.ac.uk/about/governance/access-information/data-protection-privacy>

**SportBU's Privacy Notice:**

<https://www.bournemouth.ac.uk/why-bu/sportbu/about-sportbu/terms-conditions-privacy-statements>

## Health & Safety and other Information

Please note that in an emergency, you should contact SportBU staff immediately on (01202) 965012 or at Sports Centre reception to report the incident and get help. If you are near an internal phone please dial 222 for assistance and then please contact SportBU directly after.

# Directions to SportBU

