



Chwaraeon Met Caerdydd Cardiff Met Sport

TERMS & CONDITIONS OF HIRE

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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 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 via 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:

25% non-refundable deposit to confirm the booking.

The remaining 75% is non-refundable 14 days prior to the commencement of the Hire.

The exception to this is for School Sports Days. 100% non-refundable payment to be received 4 weeks prior to commencement of the hire.

VAT will be charged at the appropriate rate relevant to the type of booking and customer.

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 4 weeks in advance of the hire - 25% of the total charge.
- Where cancellations are made within 4 weeks to 14 days in advance of the hire – 75% of the total charge.
- Where cancellations are made within under 14 days of the hire – 100% of the total hire charge.

GENERAL HIRING AND BLOCK BOOKING CANCELLATIONS

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

For tennis, any booking cancelled by the Hirer with less than 14 days' notice, we will endeavour to make the cancelled courts available for pay and play hire. If we are unable to re-hire the courts, you will be required to pay 100% of the hire charge. If we are able to rehire the courts, you will not face any charge for the cancelled courts.

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 to 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 8.00 pm-9.00 pm will end at 8.55 pm. 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 Met Sport 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 remove any User from the Facilities without any refund or liability whatsoever where the User:

- a) conducts themselves in any 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.

HEALTH AND SAFETY

Users must report all accidents and incidents. 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 complete a pro-forma outlining the details of their booking request. Where relevant, the Hirer will be required to provide a health and safety risk assessment for the event prior to the confirmation of the booking. Such a risk assessment must correlate with the University's risk assessment for the Facilities which is provided to the Hirer as part of the booking process.

The Hirer of any booking shall be responsible for ensuring that a sufficient provision of First Aid cover is available to the activity. Assessing the necessary level of cover should be determined in the Risk Assessment, ensuring any Governing Body requirements or Guidance are met. [Guidance on the Provision of First Aid Medical Care Jan 2023](#)

HEALTH STATEMENT

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

The Hirer should carry out their own risk assessment and make suitable arrangements required for any person attending THAT MAY 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.

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.

The Hirer is responsible that any person acting on their behalf, including subcontractors, have provided the Hirer with any necessary Risk Assessments, Method Statements and other relevant documentation relating to the activity they are carrying out on behalf of the Hirer.

UNIVERSITY POLICIES AND PROCEDURES

The Hirer shall ensure they comply at all times with University policies and procedures including

- a) car parking
- b) University No Smoking Policy
- c) Use of Drones (see below)
- d) Catering Contracts (see below)
- e) Photography (see below)

If, at any point, the employees of the University feel that a booking is not meeting the requirements identified above, the University reserves the right to stop or cancel the activity taking place.

The University has catering suppliers that we work with and can recommend. Hirers cannot bring in their own catering supplier without permission from the University.

Photography or digital imaging is not permitted at any time without the prior express permission of the University. We have photographers that we can recommend for your event. For further details please contact Sport Admin on sportadmin@cardiffmet.ac.uk

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 . 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 sport@cardiffmet.ac.uk

GDPR

Cardiff Metropolitan Sport is part of 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

Safeguarding

We commit to creating a culture that allows all people accessing sport and physical activity at Cardiff Met to do so in a safe and welcoming environment. Everyone that engages in our sport should do so safe in the knowledge that we see our responsibility to keep them safe and protected as our paramount consideration. If you wish to report a safeguarding concern, please email sport.safeguarding@cardiffmet.ac.uk

Complaints

Any complaint arising out of the hiring must be made to sport@cardiffmet.ac.uk within 5 days of such occasion of the complaint.

Use of Drones

All hirers undertaking drone operations on the University campus must obtain Third Party Drone Operation Authorisation from the drone coordinator of Met Sport

Please contact dgomm@cardiffmet.ac.uk