

On-line Booking Terms and Conditions

Definitions

<i>University</i>	means Loughborough University, Loughborough, Leicestershire, LE11 3TU
<i>SDC</i>	means Sports Development Centre.
<i>We and us</i>	means according to context the University or its servants or agents
<i>Hirer</i>	means the organisation hiring facilities including the individual who books the facility and the individuals who use the facilities whether as a participant or spectator and whether or not a charge has been paid for entry to the facility or the use of the facilities.
<i>You</i>	means the Hirer

each a Party and together the Parties

<i>Booking</i>	<i>means either a single or a multiple booking</i>
<i>Children</i>	means persons under 18 years of age
<i>CRB</i>	means the Criminal Records Bureau
<i>Facility(ies)</i>	means the Facility(ies) hired under this booking including any additional facilities used at the request of the Hirer

Force Majeure

means any event affecting either PARTY's performance of its obligations under this Agreement, arising from or attributable to acts, omissions, causes or accidents which are beyond the reasonable control of the affected PARTY, including strikes, lockouts or industrial action, acts of God, expropriation or confiscation of facilities, any action taken by a governmental or public authority of any kind or by any competent international authority (including not granting a consent, exemption, approval, clearance, change in regulation or ruling), war, hostilities, rebellion, terrorist activity, local or national emergency, civil commotion or disorder, riot, invasion, failure or shortage of power supplies, epidemics, storms, floods, earthquakes, fires, explosions or other catastrophe. For the avoidance of doubt, Force Majeure does not include (i) failure by the Venue Provider to adequately test systems, processes or equipment or any consequences of such failure, (ii) strike, lockouts or other industrial action by employees of the Venue Provider, the Hirer or their respective suppliers or sub-contractors, or (iii) events which are attributable in whole or part to the fault or negligence of the affected PARTY or to a lack or shortage of money

Loughborough

Sport

Means the brand identity used by SDC and partners involved in the provision and playing of sport at Loughborough University

Terms and Conditions are subject to change without notice and may vary from facility to facility. While every effort is made to ensure that all the information on this website is up to date and correct, SDC will not be held responsible for any loss, direct or indirect resulting from use of this information. This website covers terms and conditions applying to:

1. General
2. On-line bookings
3. Conditions of use
4. Cancellations of bookings



5. Acceptable use
6. Amendments
7. Marketing
8. Access and opening times
9. Data Protection
10. Governing Law

1. General

The use of this website is subject to the following terms of use:

- 1.1 The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- 1.2 Neither We nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- 1.3 Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- 1.4 This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- 1.5 All trademarks reproduced in this website, which are not the property of, or licensed to SDC, are acknowledged on the website.
- 1.6 Unauthorised use of this website may give to a claim for damages and/or be a criminal offence.
- 1.7 From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- 1.8 You may not create a link to this website from another website or document without SDC's prior written consent.
- 1.9 Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.

2. On-line bookings

2.1 Booking Times

- 2.1.1 Advance booking of up to 14 days can be made for any casual booking; Payment must be made the time of booking.

- 2.1.2 The booking time covers the period of use including up to 5 minutes setting up and up to 5 minutes clearing away of facilities relating to the booking.
- 2.2 Confirmation of booking/checking-in.
 - 2.2.1 All on-line bookings are confirmed by the issuing of a booking confirmation direct to your nominated email address.
 - 2.2.2 A booking confirmation will only be issued subject to receipt of payment.
 - 2.2.3 The booking confirmation email may be required to be produced at reception on arrival at a facility to validate a booking.
 - 2.2.4 All bookings are made in the name of a specified individual as set out on the booking confirmation. Proof of identity may be required. Bookings are non-transferable and non-refundable.

3. Conditions of Use

- 3.1 SDC reserves the right to adjust or amend the terms and conditions as necessary without prior notice. Hirers are requested to adhere to the terms and conditions of use. These may vary from time to time within the centre of choice.

4. Cancellation of bookings

- 4.1 Confirmed bookings are subject to the standard SDC cancellation policy. If you cancel a booking giving at least 24 hours notice, you will be offered the opportunity to move your booking for another within the next 14 day period. Cancellations made within 24 hours of the original time slot will not be offered an alternative slot, nor will any refund be given.

5. Acceptable Use

- 5.1 All Hirers of SDC sport and fitness facilities and formally organised sport sessions / activities or programmes are expected to conduct themselves in a safe and appropriate way, having due regard for their fellow users, spectators and staff, abiding by the general rules of Loughborough University.
- 5.2 SDC is committed to eliminating discrimination and bullying, how so ever caused, including via electronic media. SDC reserves the right to withdraw without compensation membership cards or cancel bookings of any person deemed to be in breach of its discrimination policy.
- 5.3 We reserve the right to refuse access or ask you to leave a facilities if you act in a way that may cause offence or distress to others; or that in our opinion presents a risk to others' health including your own; or if you fail to use any equipment safely and properly; or as instructed by our staff. No refunds will be given in this instance.



- 5.4 **Footwear/Clothing:** appropriate footwear and clothing must be worn. **CLEAN** shoes with non-marking soles must be used.
- 5.5 Photography in Sports Facilities is not permitted unless permission is granted; a request to take photographs in a facility can be made no later than 24 hours in advance via the Sport Duty Manager (07850 913550)
- 5.6 **Food/Drinks/Glasses:** no glass bottles, tin cans, or plastic/glass crockery or any food (including chewing gum). are allowed inside any sports facility Hirers should use only suitable closed **PLASTIC** containers.
- 6. Amendments**
- 6.1 We reserve the right to make amendments to our prices and times of opening though we will advertise these in advance for you to see, either on this website or in the facilities.
- 7. Marketing**
- 7.1 In order to keep customers up to date with promotions and support services, SDC will email customers bulletins on an ad hoc basis. Hirers' email addresses will not be shared with third parties.
- 8. Access and opening times**
- 8.1 We reserve the right to withdraw all or any part of our facilities for short periods of time to carry out routine maintenance and for examinations, exhibitions / events. Hirers will be given advance warning of these times where possible and you will have an opportunity to re-book at an alternative time.
- 8.2 If other circumstances occur that are beyond our control, and require the closure of the whole or part of a facility, we will not accept liability for any costs that you might incur as a result.
- 8.3 We accept no liability for lost or stolen goods whilst on our premises unless as a direct result of our negligence. Property stored in lockers is at your own risk. Cars parked in the car park and all contents in them are your responsibility and we will not accept any liability for loss or damage to them. Car parking should be in designated car park bays or risk a parking fine being levied.
- 8.4 Hirers must comply with conditions of use displayed throughout the facility relevant to each activity.



9.0 Data Protection

9.1 SDC as part of Loughborough University, fully adheres to the University guidelines in regards to data protection. Details of this policy are available from the University: <http://www.lboro.ac.uk/admin/ar/policy/dpact/ludpp/index.htm>

9.2 In compliance with the Data Protection Act 1998, information collected from all users will be added to the SDC database. SDC may also use this information for administrative and service communication purposes. All information will be treated confidentially and will not be shared with other organisations

10. Governing Law

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales