

King's Sport Terms and Conditions of Hire

These are the terms and conditions applicable all Bookings (i.e. booking by non-College and College bodies) of any area of the King's Sport facilities, for groups and individuals, at King's College, London (the "College").

1. RESPONSIBILITY

- 1.1** All group bookings, whether made by or on behalf of a club, company, or any other body must be made by a representative of the group (the "organiser") who shall be the contracting party for the purposes of the booking contract with the College. The organiser shall be responsible and accountable to the College for the actions of the attendees or participants of the event and their guests.
- 1.2** Individuals booking facilities on their own behalf, and not for a club or other incorporated body will also be responsible and accountable to the College for the actions of the attendees or participants of the event and their guests.

2. RESERVATIONS AND BOOKINGS

- 2.1** All Bookings of the facilities must be done through www.openplay.co.uk
- 2.2** The College reserves the right to cancel any individual or group booking at any time.
- 2.3** The College shall not be liable for any inconvenience or loss caused to any party as a result of such cancellation. It is essential that individuals and organisers check in advance that their personal insurance adequately covers such losses.
- 2.4** The College reserves the right to alter its charges at any time, including prior to a booked event taking place, but not without notifying the organiser or the individual hirer. If the College does increase the charges, the organiser or individual shall be given the opportunity to cancel the booking without penalty or forfeit of deposit.
- 2.5** As a University provider, King's College London Students, Staff and Alumni will take precedent on bookings, in order to priority and importance, bookings are as below

Student Competitive
Schools
Alumni Competitive
Other Competitive
Student Friendly
Alumni Friendly
Other Friendly

2.5.1

2.5.2 As stated in 2.2, The College reserves the right to cancel or amend any booking, at any time.

3. CHARGES

3.1 Charges are as quoted at the time of enquiry.

3.2 All hire fees will be paid as indicated on the hire agreement and subsequent invoice.

3.3 In all cases of non-payment the College will take the appropriate legal action to recover all its costs, damages and legal expenses (on a full indemnity basis) from the organiser or individual concerned.

4. VALUE ADDED TAX

4.1 All bookings will be subject to Value Added Tax, except:

- Non-commercial lettings of sports facilities by individuals. Clubs, schools or associations are exempt provided that ten or more sessions are booked and that there is a written agreement to that effect, that there is no less than one day and no more than fourteen between sessions, and that all sessions are for the same activity.
- Room hire is exempt unless other services, e.g. catering or the provision of audio-visual equipment, are provided.
- Lettings by another provider of exempt education for the use of its students.

4.2 The College reserves the right to charge Value Added Tax at the rate prevailing at the time of the letting.

5. LIABILITY AND INSURANCE

5.1 The College shall not be liable for any claim for injury, loss of, or damage to property suffered by users of the facilities, or for any claims or damages whatsoever, including that resulting from unavailability of or variation to facilities or services.

5.2 Therefore, it is essential that hirers of facilities in particular check that they have provided their own insurance cover for injury arising from participation in sporting activities and also insurance for any consequential injury or loss to third parties arising from these activities.

5.3 All hirers shall be responsible for their own first aid provision at the facility.

5.4 All hirers shall keep the facilities in good condition and left in the state in which they are found. The cost of any loss or damage of equipment or to the facility, including the cost of any additional cleaning of rooms and common areas (fair wear and tear excepted), will be charged to the individual or the organiser.

5.5 All hirers shall indemnify the College for all loss, damages, claims, costs and expenses incurred or suffered by the College arising as a result of the use of the facility and in respect of any claims made against the College as a result of the use of the space.

5.6 The College's Public/Product Liability insurance policy covers legal liability arising in connection with the use of the College's facilities. Hirers shall not do anything or permit anything to be done as a result of which any policy of insurance effected by the College with regard to the facilities hired may become void or voidable as a result of which the rate of premium on such policy may be increased.

6. PUBLICITY

6.1 Unless written authority is provided by the College, its name or logo is not to be used on any publicity material or press reports for non-university events. No publicity materials may be affixed to any College building without the prior consent of the College.

7. MANAGEMENT OF EVENTS AND REDUCTION OF NUISANCE

7.1 King's College London are committed to maintaining good relations with their neighbours.

- 7.2** Hirers must keep noise levels to within a reasonable level at all times whilst they are arriving, using, or leaving the facility. The Facility Manager, or their designate, will be the final arbiter of what is a reasonable level of noise. Failure to comply with any request by the Manager, or their designate, will result in the immediate termination of the event, and any future bookings without any refund of the hire fee or deposit.
- 7.3** By accepting this agreement, all hirers will be considered to have made an undertaking to keep all music, whether live or recorded, to an acceptable volume level. The Manager, or their designate, will be the final arbiter of what is an acceptable volume level for music, and will warn the hirer when this level has been exceeded. Should this level continue to be exceeded, the hirer will be required to cease playing music immediately.
- 7.4** All users of the facility must take care to ensure that no litter or any other type of environmental nuisance is created in the space. Failure to comply with this requirement could result in cleaning charges being imposed on the hirer.
- 7.5** Users found to have caused avoidable disturbance to any neighbour of the facility, and/or the club under whose auspices they visited the ground, may be barred from subsequent use of the ground.
- 7.6** In regards to the above points, pertaining to the management of events and reduction of nuisance, King's College London will operate a 3 strike policy, whereby if complaints are made by other users or neighbours, and behaviour has not improved on the ground, The College will terminate the booking agreement and no refunds will be due.
- 7.6.1** As per 7.6, individuals who make the booking, on behalf of the club/organisation are also responsible for any spectators on the ground.
- 7.7** King's Sport facilities do not permit dogs on the ground from users or spectators, as per 7.6.1, and 7.6 a 3 strike policy will be in place and the booker will be responsible for all users associated to their booking bringing dogs on to the ground.

8. STEWARDING

- 8.1** The College reserves the right to require stewards or additional supervisory staff to be engaged for booked sessions. The need for such provision will be determined by the Facility Manager, or their designate, and their decision in this matter will be final and binding on the hirer.
- 8.2** Where such provision is deemed necessary, the College will provide stewards or additional staff at an additional cost to the hirer.

9. CHILDREN

9.1 All children under the age of sixteen must be supervised by a responsible adult whilst they are on the College's premises.

9.2 The appropriate scale of the supervision (i.e. the ratio of adult supervisors to children) shall be determined by the Manager, or their designate, in consultation with the hirer. The decision of the Manager, or designate, in this matter shall be final.

10. GENERAL

10.1 The individual or the organiser has a duty to ensure that nothing in their use of the facility infringes the law or that any part of the College premises be used for immoral purposes. Failure to comply with this requirement will result in the booking, and all subsequent bookings arranged by the individual or organiser, being terminated. The facilities must only be used for the purposes for which they were hired and not for any other purposes whatsoever.

10.2 All individuals or organisers are responsible for the behaviour of their guests to the facility. In the case of sports lettings, this includes the conduct of opposition or visiting teams. Any person found to be damaging or defacing College property or stealing from the space will be ejected from the facility and the police may be called. In this instance, the responsible organiser or individual may have all future bookings terminated with immediate effect. College will take action to recover from the individual or organiser any consequential costs involved in repairing or cleaning the premises resulting from acts of vandalism.

10.3 Hirers and their guests must conduct themselves in a sensible and responsible manner with due consideration to other users and refrain from any behaviour which would bring the College into disrepute or be a nuisance or cause discomfort to neighbours of the College premises. Any person whose conduct is unsatisfactory will be required to leave by the manager or designate.

10.4 Smoking is not permitted on any King's College London ground. Anyone found in breach of this will be asked to put their cigarette/e-cigarette out/away. If there a repeat offence they will be asked to leave the premises.

10.5 Alcohol must not be brought into the facility. Anyone found in breach of this will have their alcohol removed. If they re-offend they will be evicted from the premises and future bookings could be refused.

10.6 Hirers must dispose of rubbish properly and not leave any refuse, rags, or other substances in corridors or common areas. Where hirers have provided their own catering, the kitchens must be clean and tidy before they vacate the premises. Failure to comply will result in the College seeking to recover consequent cleaning costs.

11. HEALTH AND SAFETY

11.1 Any damage to structure or premises or identified risk to health or safety must be reported to the manager or staff immediately.

11.2 All hirers, and their guests and visitors, must familiarise themselves with the fire regulations, evacuation procedures and meeting points which are notified on signs around the buildings. If the fire alarm is raised, all occupants of the space must evacuate immediately by the nearest fire exit, and must not re-enter the building until instructed to do so.

11.3 Hazardous or dangerous substances must not be brought onto College premises without prior written permission. Illegal substances must not be brought onto College premises under any circumstances.

12. RIGHT TO TERMINATE

12.1 The College reserves the right to refuse or decline any application for the hire of its facilities for any reason, including practical operational benefit or to protect the integrity and reputation of the College.

12.2 The College reserves the right to terminate the contract with the hirer(s), and if necessary to ask individuals or groups to leave the College premises, if any sums due to the College have not been paid, or if there is a breach of any of the terms or conditions herein. Any such termination shall be without prejudice to any right of action of the College in respect of such non-payment or any breach of the terms and conditions.

13. CANCELLATIONS

13.5 Cancellations made less than 48 hours before booking is due to go ahead by the booker will be still be charged. Where teas are provided these will also be charged for.

13.6 If booker has multiple no shows for matches or multiple late cancellations the venue reserves the right to refuse bookings in the future.

14. BAD WEATHER

14.1 Venues will make pitch calls on Friday's/Tuesday's by 2pm. You will then be contacted if your booking is "Under Threat" or "Cancelled".

14.2 "Under Threat" will be defined as there is doubt whether your booking will go ahead or not and a further call will be made the following day.

14.3 "Cancelled" will be defined as your booking is cancelled and you will either be credited the booking fee or you can book for another day.

14.4 Pitch calls which will need to be done on the day will be made after 9am. This will be the responsibility of the booker to contact the venue for a pitch call.