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**EVENTS BOOKING TERMS AND CONDITIONS**

This document forms the basis of your booking agreement with the Portal Management Team. Please read them carefully as they set out respective rights and obligations.

**1 Definitions**

In these Terms and Conditions the following have the meanings set out below:

**"Area"** shall mean any bookable space within the Estate, including, but not limited to, any of the Pitches, Playing Fields, Pavilions, Market Square, Storey's Field Centre and/or any open spaces within the Estate that are Booked for the Event.

**"Booked Area"** means the Area that is Booked by the Hirer.

**"Booked Period"** shall have the meaning given in clause 4.7.

**"Booking"** shall mean the period(s) of any day or part thereof reserved for the use of the Hirer and/or the User during the Booked Period and "Book" and "Booked" shall be construed accordingly.

**"Booking Request Form"** shall mean the booking request form displayed on the Website.

**"Code of Conduct"** means Portal's code of conduct, a copy of which is attached to these Terms and Conditions.

**"Cricket Pavilion"** shall mean the cricket pavilion located on Garrod Street, CB3 1AJ.

**"Cricket Pitch"** shall mean the cricket pitch located in front of the Cricket Pavilion.

**"Estate"** shall mean the land and property holdings in the area between Madingley Road, Huntingdon Road and the M11 motorway as defined by the Statutes and Ordinances of the University of Cambridge, and under the stewardship of the Estates Board.

**"Equipment"** shall mean all equipment required for the Event, provided entirely by Hirer.

**"Event"** means the activity to be held on the Booked Area during the Booked Period, as stated on the Booking Request Form.

**"Event Risk Assessment Form"** shall mean the risk assessment form in respect of the Event displayed on the Website.

**"Five-a-side Pitch"** shall mean either of the smaller pitches located by the Sports Pavilion. If the plural is used it shall mean both of the smaller pitches.

**"Football Pitch"** shall mean the full size football pitch located by Huntingdon Road.

**"Go"** shall mean the sports company owned by University of Cambridge responsible for the promotion, support and co-ordination of the Sports Facilities within North West Cambridge Development.

**"Go Equipment"** shall mean any equipment provided by Go for the Event.

**"Hirer"** shall mean an individual, or an individual acting on behalf of a group or organisation who has booked use of any of the Area(s).

**"Hiring Fees"** shall mean the fees payable in respect of the Booking at a rate notified by Portal to the prospective Hirer at the time of the application, and any subsequent changes to the application thereafter.

**"Market Square"** shall mean the central area of the Estate by Eddington Avenue.

**"NWCD"** shall mean North West Cambridge Development

**"Operations Director"** shall mean the Operations Director for the North West Cambridge Development, or their nominee(s).

**"Pavilions"** shall mean both the Sports Pavilion and Cricket Pavilion.

**"Playing Fields"** shall mean the Cricket Pitch, the Five-a-side Pitches and the Football Pitch located at the north end of Eddington Avenue and Huntingdon Road.

**"Portal"** shall mean the Estate Management Team within North West Cambridge Development.

**"Portal Equipment"** shall mean any equipment provided by Portal for the Event.

**"Staff"** shall mean anyone Portal employs, or NWCD employs on behalf of Portal, to manage any part of its facilities.

**"Storey's Field Centre"** shall mean the community centre building located between Eddington Avenue, Ridgeway and Storey's Field.

**"Sports Facilities"** shall mean the Playing Fields and Pavilions within the North West Cambridge Development, as well as any Portal Equipment, Go Equipment provided for the Booking and any other equipment Portal and/or Go possess.

**"Sports Pavilion"** shall mean the Huntingdon Sports Pavilion, Five Acres, CB3 1AH.

**"User"** shall mean any person present on the Estate, in the Booked Area or using the facilities for the Event, whether as participant, spectator or member of the public.

**"Website"** shall mean [www.portal.nwcambridge.co.uk](http://www.portal.nwcambridge.co.uk)

**"Working Days"** shall mean any day on which UK clearing banks in the City of London are open for business but shall not include Saturdays or Sundays.

**2 Use of Space**

2.1 Portal at its sole discretion offers Hirers the use of the relevant Area in accordance with these Terms and Conditions and reserves the right to refuse an application to hire such relevant Area for any reason.

2.2 The Hirer shall be the person named on, and a signatory to, the Booking Request Form, and shall be responsible for ensuring that these Terms and Conditions are fully complied with. In the event of non-compliance, the Hirer and any organisation, company, partnership and any other body which he or she represents shall be jointly and severally liable.

2.3 When making a Booking, the Hirer must provide evidence to Portal that it holds insurance for the Event acceptable to Portal and that such insurance will be in force at all material times. In the event the Hirer does not hold such insurance, the Hirer must accept insurance held by Portal, for which a payment will be required in addition to the Hiring Fees.

2.4 No person under the age of eighteen (18) may be a Hirer without the prior written agreement of the Operations Director.

2.5 A parent, guardian or carer over the age of eighteen (18) years will be required to sign documentation relating to the hiring of the relevant Area, and to accept legal responsibility for, and for the supervision of, any activity on such Area involving persons under eighteen (18) years of age. The Hirer must be present at all times where Go Equipment and/or Portal Equipment is handled or used.

2.6 Hirers are required to disclose any medical conditions which any Users of the Booked Area have or may develop during the Booked Period. For certain medical conditions and in the interests of Users' health and safety Portal may require Users to provide a letter from their GP, physiotherapist or other specified medical professional before access to the Estate and/or the Booked Area is granted.

2.7 The Hirer shall not use the Booked Area for any purposes other than those described in the Booking Request Form and shall not sub-hire the Booked Area to

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- any other person or organisation. Bookings are accepted by Portal on the basis of the information supplied by the Hirer.
- 2.8 In the event of the Hirer or any User using the Portal Equipment, the Go Equipment and/or Booked Area for a purpose other than for the intended purpose and/or with the possibility or intention of causing damage, then the Hirer will be charged a fee for damage to property and/or Portal Equipment and/or Go Equipment and Portal will not be held liable for any such damages or injury.
- 2.9 In the event of the Booked Area reaching the maximum user number, Staff may refuse entry to the Hirer and/or any User on health and safety grounds.
- 2.10 The hire of a Booked Area constitutes permission only to use the Booked Area and confers no tenancy or other right of occupation on the part of the Hirer.
- 3 Hiring Fees, Changes to Bookings and Late Cancellations**
- 3.1 Changes to Hiring Fees**
- 3.1.1 Hiring Fees shall be paid in accordance with Portal's relevant tariffs, details of which can be obtained from Portal (and indicative charges may be available from time to time on the Website). Portal will review the Hiring Fees annually and publish such revised Hiring Fees on the Website on the first Working Day in June in each year, effective for the following twelve (12) months from 1 August to 31 July.
- 3.1.2 Portal reserves the right to change its Hiring Fees at any time, at its sole discretion.
- 3.1.3 In the event of a change to the Hiring Fees referred to in clause 3.1.2, Portal reserves the right to amend the amount of the Booking with the Hirer to reflect the updated price.
- 3.1.4 Any changes to Hiring Fees shall be updated on the Website and will be effective immediately, unless otherwise stated.
- 3.2 Changes to Terms and Conditions**
- 3.2.1 Portal reserves the right to change these Terms and Conditions at any time, at its sole discretion. Changes will be displayed on the Website and will be on the Website for at least two weeks before the changes come into force.
- 3.3 Late Cancellations**
- 3.3.1 Portal will keep all payment if a Booking is cancelled with less than seventy two (72) hours' notice. Any cancellations after that time or 'no shows' may incur a dishonour charge of fifty percent (50%) of the Hiring Fees which shall be payable in addition to the Hiring Fees. Dishonour charges must be paid in full before any further use of the Estate is permitted.
- 3.3.2 Portal reserves the right to cancel a Booking by notice to the Hirer at any time for any reason. All Bookings are accepted on the basis that the Hirer considers that the Booked Area is in a physical state suitable to accommodate the Hirer's Event and Portal shall be under no liability to the Hirer whatsoever in respect of the unavailability of such Area due to fire, flood damage or destruction, or any other reason beyond its control or for notification of cancellation of the relevant Booking at any time, including (without limitation) if Portal believes (or it is found) that the Booking will not be used for the purpose, number of persons attending or any other relevant factor as stated in the Booking Request Form. Portal will not be obliged to refund the Hiring Fees if it cancels a Booking, unless such
- cancellation is due to some act or omission of Portal or if Portal believes that the Booked Area is unsafe.
- 4 Booking a Space**
- 4.1 Hirers may book an Area up to twenty (20) Working Days (but no fewer than ten (10) Working Days) in advance of the intended Booked Period. All Bookings are non-transferable.
- 4.2 An application for a Booking will be deemed to have been confirmed once the Booking Request Form and the Event Risk Assessment Form has been submitted to and accepted by Portal and Portal has received the Hiring Fees in cleared funds, at which point a confirmation letter will be sent via email to the Hirer.
- 4.3 The Hirer is responsible for paying all Hiring Fees to Portal within two (2) Working Days of the Hirer confirming to Portal that it wishes to proceed with the intended Booking.
- 4.4 Where payment of the Hiring Fees is not received within the two (2) Working Day period referred to in clause 4.3, Portal may cancel the Booking without any liability of Portal to the Hirer for such cancellation.
- 4.5 The Hiring Fees may be paid:
- 4.5.1 by bankers draft payable to Portal and delivered to the address stated in clause 29 or such other address as is notified to the Hirer;
- 4.5.2 by cash in person to Portal (do **NOT** send cash by post). Where payment is made in cash, the Hirer shall obtain and retain a receipt as proof of payment;
- 4.5.3 by bank transfer (and Portal will confirm its bank details if the Hirer advises Portal that it wishes to pay the Hiring Fees by bank transfer); or
- 4.5.4 by credit or debit card via the on-line payment part of the Website.
- 4.6 Subject to clauses 4.9 and 4.10, Hirers may make Bookings under this clause 4 on behalf of Users.
- 4.7 A Booked Period is the total time for which the Booked Area is Booked and any necessary set up and/or removal of Equipment (and/or Portal Equipment and/or Go Equipment) and cleaning of Portal Equipment, Go Equipment and the Booked Area must be completed during the Booked Period. Hirers should bear this in mind when making a Booking.
- 4.8 The Hirer who made the Booking must be present and take part in the Event that has been Booked and therefore may not Book more than one (1) Area at a time, unless it has been agreed by Portal beforehand.
- 4.9 The Hirer Booking the Event shall ensure that all Users who take part in the Event as a result of the Booking adhere to the Portal's Code of Conduct. Any infringement of the Code of Conduct by any such Users may result in action being taken against the Hirer.
- 4.10 If the Hirer has not checked in at least fifteen (15) minutes before the start of the Booked Period, Portal may reassign the Booked Area to any waiting Hirers and the Hirer who made the Booking will incur a dishonour charge.
- 4.11 Any other charges due from the Hirer shall be invoiced by Portal as soon as reasonably practical after the date of the Event. Additional charges shall include costs notified by Portal to the Hirer for damage, breakages, additional hire time, additional cleaning time and other costs (for example, where the Hirer has left the Booked Area in a condition which is unsatisfactory to Portal or for any other item referred to in these Terms and Conditions).

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**5 Safety Procedures and Code of Conduct**

- 5.1 Hirers shall comply with Portal's Code of Conduct. Portal may (subject to these Terms and Conditions) make reasonable changes to the Code of Conduct at any time. Advance notice to any outstanding Bookings shall be given unless an immediate change is required for reasons of safety; Hirers shall comply with the reasonable instructions of the Staff within the Estate, and surrounding areas as required.
- 5.2 The Hirer is responsible for carrying out a risk assessment and completing the Event Risk Assessment Form as part of the application process.
- 5.3 Appropriate sporting clothing and footwear must be worn at all times during sporting activities. Studs and spikes are not permitted anywhere within the Pavilions, nor any of the surrounding footpaths, roads or cycle paths of Eddington. Only non-marking shoes are allowed within the Pavilions.
- 5.4 On hearing the fire alarm, Hirers and Users must evacuate the building and stop play. Hirers and Staff will direct Users to the nearest assembly point and only on Staff instruction can Hirers and Users resume play and return into the building.

**6 Admission, Access, Opening Times and Temporary Closures**

- 6.1 Details of Portal office opening hours and annual holiday closures are displayed on the Website.
- 6.2 Portal may have to enforce temporary closures of all or part of the Estate. Details of any such closures will be displayed clearly on the Website. It is expected that such closures will occur in the event of any extreme weather, and from time to time throughout the year.

**7 Parking**

- 7.1 Users and Hirers can park in designated parking spaces, where available, around site in accordance with the instructions allocated to the parking spaces.
- 7.2 There is no designated parking area on the Playing Fields and anyone found to park on these areas will be subject to the site parking management penalties and process.
- 7.3 Users shall at all times avoid obstruction of the highway and shall be compliant with any instructions given by Portal prior to or on or after the date of hire.
- 7.4 Portal does not accept any responsibility for the loss of or damage to any car or other vehicle which, in connection with any hire, is brought to or left within or near to the Estate and/or the Booked Area.

**8 Injury and Accidents**

- 8.1 The Hirer shall during the Booked Period be responsible for:
- 8.1.1 the fabric and contents of the Booked Area and their care and safety from damage, however slight;
- 8.1.2 the behaviour of all Users, whatever their capacity;
- 8.1.3 any noise or disturbance caused by persons admitted to the Booked Area by the Hirer;
- 8.1.4 car parking arrangements.
- 8.2 The Hirer shall make good or pay for all damage (including accidental damage) to the Booked Area or to the fixtures, fittings or contents, and for loss of contents. Portal may also make an additional charge for any expenses incurred in engaging the police or other personnel to preserve good order.

- 8.3 The Hirer shall be liable for and shall indemnify and keep Portal indemnified against any liability, cost, claim, demands or proceedings whatsoever arising under any statute or at common law in respect of any default or injury however or by whomsoever caused or to any persons which shall occur while such person is in or on any part of the Estate and/or the Booked Area during the Booked Period, or in respect to any loss or damage suffered or sustained by any person in consequence of any such default or injury.

**9 Personal Injury and Loss or Damage to Property**

The use of the Booked Area, Portal Equipment, Go Equipment, facilities and amenities, including car parking (as more particularly referred to in clause 7), is solely at the Hirer's own risk. Portal shall not be liable for any injury to the Hirer or anyone invited onto or admitted to the Booked Area by the Hirer, or for loss or damage to any property. Any property or effects on the Booked Area belonging to the Hirer shall be at the Hirer's sole risk and, unless previously agreed by Portal, if such property or effects are not removed by the end of the Booked Period, an additional charge may be made by Portal and notified to the Hirer.

**10 Illegal or Unlawful Activities**

The Hirer shall not cause or permit the Booked Area to be used for any unlawful or illegal activity: in the event of such activity, Portal reserves the right to cancel the Booking immediately and Portal may retain any other sums paid to Portal in respect of the Booking. Portal may report evidence of illegal activities on the Booked Area to the police and assist the police with their enquiries.

**11 Dangerous Substances/Articles**

No substances or articles of a combustible, explosive, dangerous, noxious or intoxicating nature shall be brought onto the Booked Area. No decorations shall be placed in close proximity to heaters or light fittings or which might cause an obstruction or otherwise impact on the safe user of the Booked Area during the Booked Period.

**12 Smoking**

As required by law, smoking is not permitted in the Booked Area except in designated smoking areas (if any) and the Hirer shall be responsible for enforcing the law in this respect during the Booked Period. Any person in breach of this provision may be asked to leave the Booked Area immediately.

**13 Emergency Procedures**

Portal will, at the time of the Booking, provide the Hirer with the emergency evacuation plan and fire appliances/emergency exits fact sheet applicable to the Booked Area. The Hirer shall be responsible for reading such emergency procedures and ensuring that evacuation procedures can be carried out without delay in the event of an emergency.

**14 Right of Entry**

Portal reserves the right for any Staff, the police, fire and rescue services or any other statutory body to enter the Booked Area at any time and the right to require the

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- Hirer to refuse admission to or to remove from the Booked Area any disorderly person or persons.
- 15**      **Electrical Safety**  
 The Hirer shall notify Portal of any electrical appliances it intends to bring into the Booked Area and shall ensure that any such electrical appliances shall be safe, in good working order and used in a safe manner in accordance with any laws or regulations. The electrical circuits on the Booked Area must not be overloaded by attachment of excessive quantities of electrical equipment. The maximum loading on the circuits must not exceed the capacity relevant to the Booked Area as notified by Portal to the Hirer when the Booking is made. Should any damage occur to the Booked Area by overloading or by use of electrical equipment, the Hirer shall be responsible for any call out charges, cost of repairs etc.
- 16**      **Heating**  
 The Hirer shall ensure that no unauthorised heating appliances are used on the Booked Area during the Booked Period.
- 17**      **Furniture, Equipment & Utensils provided by Portal**  
 Tables, chairs, crockery, cutlery, glasses and like items can be provided but the Hirer must make the necessary arrangements with Portal at the time of making the Booking. If any such items are provided, the Hirer shall notify Portal of any damage or defect in any item and shall be responsible for the loss of and cost of any item lost or damaged during the Booked Period. Hirers shall be responsible for ensuring that small electrical appliances are switched off at the mains at the end of the Booked Period.
- 18**      **Cleanliness/Food Hygiene**  
 All Hirers shall leave the Booked Area clean and tidy and in an acceptable condition. The kitchen in any Booked Area is not intended for the preparation and cooking of meals, but for making tea and coffee only. Where food is stored on the Booked Area, the Hirer shall be responsible for ensuring that all relevant food hygiene legislation and regulations are complied with and in particular that dairy products, vegetables and meat kept on the Booked Area are refrigerated and stored in compliance with Food Safety (Temperature & Control) Regulations and any other legislation and regulations.
- 19**      **Accidents**  
 The Hirer must report all accidents involving personal injury to Portal as soon as reasonably practicable and, if appropriate, ensure that RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) are fully complied with.
- 20**      **Alcohol**  
 Intoxicants are not allowed on the Booked Area without Portal's prior consent. Alcohol may not be sold on the Booked Area without Portal's prior consent. If Portal grants permission to sell alcohol, the Hirer shall be responsible for ensuring that the relevant licences and legislation is fully complied with.
- 21**      **Services and Alterations**  
 No additions or alterations shall be made to the water or electrical supplies or any electrical equipment, and no structural or other alterations shall be made to the fabric of the building, nor to any furniture, fixtures, fittings or other property on the Booked Area; nor shall any attachment be made of any equipment or materials to the fabric or structure of the building.
- 22**      **Children and Young Persons**  
 The Hirer shall ensure that any activities for children under the age of eight years complies with the provisions of the Children Acts and any other relevant legislation and that only fit and proper persons have access to the children. The Hirer shall be responsible for the welfare of the children present during the Booked Period. Portal will not assume responsibility for the care or welfare of any unaccompanied child or children.
- 23**      **Animals**  
 Guide dogs assisting Users who are visually impaired are welcome on the Booked Area provided that they are accompanied by their owner. Otherwise, the Hirer shall ensure that no animals are brought onto the Booked Area without Portal's prior consent.
- 24**      **Lotteries, Raffles and Gaming**  
 No gaming, betting games or lotteries shall be permitted on the Booked Area except those games made lawful by the Betting, Gaming and Lotteries Acts and then only if the statutory provisions are complied with.
- 25**      **Noise**  
 The Hirer shall ensure that the minimum of noise is made on arrival and departure particularly late at night and early in the morning.
- 26**      **Keyholding/Security**  
 Hirers granted permission to hold keys to the Booked Area shall sign the requisite undertaking and comply fully with the terms thereof. The keys shall remain the property of Portal and shall be returned on demand.
- 27**      **Freedom of Speech**  
 The Hirer, as the Event organiser, is expected to undertake any steps to secure that the principles embodied in the Cambridge University's Code of Practice on Freedom of Speech issued under section 43 of the Education (No2) Act 1986 will be upheld; and shall, if so required, satisfy the University of its ability to discharge its obligations in regard to upholding freedom of speech.
- 28**      **Personal Data**  
 Portal will hold Hirers' contact details in accordance with the University's Data Protection Policy: <https://www.information-compliance.admin.cam.ac.uk/data-protection/general-data> on its secure database and may use them in case of an emergency or in case it needs to contact a Hirer about a booking or in an emergency; this may be by telephone, email or text message. Portal will not pass on any details to any other organisations but may use some of the information provided to monitor sales and

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use of the Booked Area. Information disclosed pursuant to clause 2.6 will be held on record on the secure Portal Database, so that it may be available to view by appropriate staff for health and safety purposes.

### 29 **Notices**

Notices to Portal under these Terms and Conditions, including notices of cancellation of Booking, shall be made in writing to the following address, or such other address as Portal may advertise from time to time:  
Gravel Hill Farm, Madingley Rise, Madingley Road, Cambridge, CB3 0FU

### 30 **Severability**

If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms and Conditions.

### 31 **Governing Law and Jurisdiction**

These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) ("**Disputes**") shall be governed by and construed in all respects in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle Disputes.