

# Cardiff Met Sport Terms and Conditions of Use and Health Statement

## Table of Contents

<b>Definitions .....</b>	<b>1</b>
<b>Payment for Activities.....</b>	<b>2</b>
Payment for Junior Sport Programmes.....	2
Payment for Memberships .....	2
Payment for Pay & Play activity and Sport Camps .....	2
<b>Cancellation terms .....</b>	<b>2</b>
Membership/Junior Sport Programmes/Pay & Play/Summer Camps cancellations .....	2
<b>Use of facilities .....</b>	<b>3</b>
<b>Health and Safety.....</b>	<b>3</b>
<b>Health statement .....</b>	<b>3</b>
<b>Responsibility and liability .....</b>	<b>4</b>
<b>University policies and procedures.....</b>	<b>4</b>
<b>General .....</b>	<b>4</b>
<b>GDPR .....</b>	<b>4</b>
<b>Complaints.....</b>	<b>5</b>
<b>Safeguarding .....</b>	<b>5</b>

## Definitions

In these terms and conditions, the following words shall have the following meanings:

“University” shall mean Cardiff Metropolitan University.

“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.

“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 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 for Activities**

### **Payment for Junior Sport Programmes**

All bookings for Users need to be made prior to attending via the Cardiff Met Sport App or Cardiff Met Sport Website.

For those that pay via Direct Debit, the collection will happen on the 1<sup>st</sup> of the Month.

If the User fails to pay via Direct Debit, this will result in the participant losing their place.

If the User does miss the payment, there will be an opportunity to pay this via ‘My Account’ on

<https://cardiffmet.gladstonego.cloud/book>

Notification of any cost change - you will be notified by email 10 days in advance. Cost will be reviewed in August of every year to change in September.

Junior Sport payment plans vary across Cardiff Met Sport, so please ensure you see the relevant information for your sport on the Cardiff Met Sport App.

### **Payment for Memberships**

For all Users with subscriptions, the memberships payments must be made prior to attending via the Cardiff Met Sport App or Cardiff Met Sport Website.

Failure for the User to pay will result in their access to facilities being removed until the debit has been cleared.

If the User does miss the payment, there will be an opportunity to pay this via ‘My Account’ on

<https://cardiffmet.gladstonego.cloud/book>

### **Payment for Pay & Play activity and Sport Camps**

All Users must book prior to attending any Pay & Play activity or Sport Camps bookings via the Cardiff Met Sport App or Cardiff Met Sport Website. Failure for Users to do so will result in them being denied access.

## **Cancellation terms**

### **Membership/Junior Sport Programmes/Pay & Play/Summer Camps cancellations**

All bookings are Non-refundable and non-transferrable unless there are insufficient numbers to run.

Any booking cancelled by the University shall be subject to a full refund, which the University will issue without undue delay.

Users are asked to give 30 days' notice for cancellation of Membership and Junior Sport Programmes Subscriptions via [membership@cardiffmet.ac.uk](mailto:membership@cardiffmet.ac.uk) with the reason for cancellation.

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 rescheduling of the booking.

## Use of facilities

Users must not use any court or pitch until the allotted start time and must vacate no later than the finish time shown on the booking confirmation.

Users must wear appropriate dress (including upper torso clothing) and suitable footwear must be worn at all times. Users must check the footwear and clothing requirements for the respective court or pitch 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 booking. Litter must be disposed of in the bins provided or taken away by the Users.

The University shall have the right to eject any User from the Facilities without any refund or liability whatsoever where the User:

- Conducts themselves in a way that is offensive, unseemly or unsporting or which might cause annoyance or danger to others intends to or does consume alcohol or use illegal drugs fails
- Comply with these booking terms and conditions or with the reasonable instructions of University staff.

Users shall not bring any food of any kind into the Facilities without the University's prior permission and shall only bring drink into the Facilities where it is in a sealed bottle and for personal rehydration.

Photography or digital imaging is not permitted at any time without the prior express permission of the University.

## Health and Safety

Users must report all accidents and incidents. If you wish 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 Users shall ensure they comply at all times with the spectator and facilities notices displayed in the various sport areas.

## Health statement

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

The User must not use the Facilities if they have any medical condition that might impact upon their safe use of the Facilities. Any 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 User fails to comply with their doctor's advice.

If you have any medical condition which you feel our staff should be aware of, please email [sportadmin@cardiffmet.ac.uk](mailto:sportadmin@cardiffmet.ac.uk) and we will update our participant records. Any information you give to us regarding your health will be kept confidential and used only in any instance of a medical emergency. If at any time whilst you are using our facilities you feel unwell, you must let a member of staff know immediately. All our recreational staff are first aid trained. If you do not consent to having First Aid, you must make us aware prior to activity commencing.

## Responsibility and liability

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 Users or through the misuse of equipment during the Booking.

Where the loss or damage arises from the actions of the User, they must be responsible for all property brought on to the Facilities by the Users during the period of the booking 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 booking.

The University has Public Liability Insurance in respect of loss, injury or death arising from defective Facilities or the negligence of University staff. The Users should ensure they have suitable insurance to cover any other reasonably foreseeable risks arising from the booking.

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.

## University policies and procedures

The Hirer shall ensure they always comply with University policies and procedures including but not limited to car parking and no smoking other than in designated areas.

## General

No pets are allowed on university premises other than Guide dogs or other assistance dogs.

Opening and closing times vary. Please check available bookings on the App or website.

Age Restrictions: Children must be over 16 years unless accompanied by an adult with the exception of tennis and any controlled environments such as swimming lessons etc. Please contact reception if you have any queries 029 20 416777.

## 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](mailto:dataprotection@cardiff.gov.uk)

### **Complaints**

Any complaint must be made to the [sport@cardiffmet.ac.uk](mailto:sport@cardiffmet.ac.uk) within 5 days of such occasion of the complaint.

### **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](mailto:sport.safeguarding@cardiffmet.ac.uk)