



NUCASTLE

Terms and Conditions ("Terms")

1. Introduction

- 1.1. **NUCASTLE** is a trading name of **Newcastle United Foundation Projects Limited** (company number: 10423688) whose registered office is situated at NUCASTLE, Diana Street, Newcastle Upon Tyne, United Kingdom, NE4 6BQ. **Newcastle United Foundation** (charity number: 1124896), is an independent registered charity in England ("**Foundation**").
- 1.2. Any references in these Terms to "us", "we" and "our" shall mean NUCASTLE or the Foundation depending on which event or activity you have booked to attend and will be made clear to you on the invoice.
- 1.3. References to "you" means the individual making the Booking (as defined below) and, where relevant, the individuals attending the Booking, and "your" shall be construed accordingly.
- 1.4. These Terms apply to Bookings that relate to:
 - 1.4.1. hire and/or use our facilities including but not limited to the sports hall, rooftop pitch, classrooms and meeting spaces at either NUCASTLE, Diana Street, Newcastle upon Tyne, NE4 6BQ ("**Facilities**"); and/or
 - 1.4.2. activities held by us at the Facilities;(each a "**Booking**").
- 1.5. If you use our online booking system, or contact us directly, you are accepting these Terms. Please therefore read these Terms carefully before you make a Booking.
- 1.6. If you are making a corporate Booking, please contact us for a copy of our terms and conditions.

2. Booking the Facilities

General

2.1. If you wish to use the Facilities, you may do so if you (or, as required below for young people, your parent or legal guardian):

- a) are at least 18 (eighteen) years of age; or
- b) are under 18 (eighteen) years of age (in respect of only certain age-appropriate activities identified by us at our discretion) and your parent or legal guardian provides their express prior consent to your participation;
- c) complete and submit the required booking application(s) in the prescribed form; and
- d) pay the relevant fee(s) to us for participation in any activity and/or use of any services at the Facilities in advance of us providing such services and/or access to the Facilities to you.

2.2. All fees are outlined to you at the time of booking and are inclusive of any applicable VAT.

2.3. The time for payment shall be of the essence. If payment of the fees is not made in accordance with these Terms, then we may cancel the Booking, and this shall be construed as a cancellation by you and the provisions of clause 4 shall apply.

2.4. At all times, we reserve the right at our sole discretion to:

- a) refuse any account registration;
- b) decline any Booking;
- c) refuse access to the Facilities (including any of its activities) to any person(s) when it is considered such access to the Facilities may pose any risk to other people, our staff and/or third parties; and/or
- d) amend any activity timetable from time to time at its sole discretion.

2.5. If you repeatedly (particularly on short notice, or without giving any notice):

- a) cancel booking(s) made;
- b) fail to attend a class(es) in respect of which you have made a prior Booking;
or
- c) otherwise exhibits unsuitable behaviour;

we reserve the right at our discretion to refuse Bookings from you in future.

2.6. Unless otherwise notified to you by us, Bookings will go ahead provided that it is safe to do so. If we, acting in our sole discretion, deem the weather to be such that it is not safe to take part in the activities on the Booking, or there is something else that happens which is unexpected and not in our

control, we shall offer to rearrange the date, or refund that aspect of the Booking that is not able to go ahead.

- 2.7. The Facilities will be closed on all public bank holidays in England and for a period of approximately 2 (two) weeks over Christmas, such dates to be published and displayed on our website and by written notice at the Facility.

Single Bookings – not group bookings

- 2.8. You may participate in any activity and/or secure access to designated facilities at the Facilities as follows:
- a) You may book any activity at the Facilities provided that applicable fee(s) is paid in full at the time of the Booking.
 - b) If a class is cancelled at short notice by us, this shall be communicated to those who are booked onto the class in advance where possible. We shall use reasonable endeavours to rearrange the class, but if this is not possible, a refund shall be issued to you.

Group Activity Booking(s) – not parties

- 2.9. You may book group-based activity (by way of example only, a hall, court or pitch) (each a “**Group Booking**”), provided that applicable fee(s) must be paid in full at the time of booking. Group bookings are non-cancellable and non-refundable, except in accordance with clause 4.
- 2.10. At all times, the individual who made the Group Booking shall be responsible personally for the behaviour of their guests and shall therefore always ensure compliance by their guests with all applicable Facilities guidelines and policies while on the premises.

Party Bookings

- 2.11. You may book a party at the Facility by contacting us and requesting the date you wish to reserve. If there is availability, we require full payment at the time the Booking is made (unless otherwise agreed). Party bookings are non-cancellable and non-refundable, except in accordance with clause 4. If instalments or deposits are agreed by us (acting in our sole discretion), full payment must be made at least 7 (seven) before the date of the party or we reserve the right to cancel and you will not be entitled to any refund.

3. Use of the Facilities

- 3.1. You shall be responsible for your behaviour and that of your attendees and shall therefore always ensure compliance by its attendees with all applicable Facilities guidelines and policies while at the Facilities.
- 3.2. Where a Booking requires completion of a health and fitness declaration, we shall confirm this to you in writing. Failure to return any declaration shall invalidate the Booking.
- 3.3. Where the Booking includes refreshments, it is your responsibility to obtain any dietary requirements from those attending the Facilities, and confirm any such requirements with us in advance of the Booking, with enough time to allow us to be able to provide appropriate catering.
- 3.4. You agree to use the Facilities and equipment provided in a safe and proper manner at all times. In the event you are unsure of proper use or are unfamiliar with any equipment, you must consult a member of staff prior to use.
- 3.5. You acknowledge and agree that you:
 - a) understand the importance, for safety reasons, of obeying the rules and guidelines of the Facilities and complying with all reasonable directions and instructions given by our staff and/or authorised personnel; and
 - b) will abide by the same and always behave responsibly in the Facilities and will be mindful of the impact of your actions on others.
- 3.6. You shall ensure that any locker(s) used by you are emptied at the end of each visit. For the benefit of security of the Facilities, we may remove the contents at the end of the day and retain any items left for 4 (four) weeks from the date of removal. We reserve the right to dispose of any item(s) left in lockers and not claimed within the above period in a responsible manner and will not be responsible for any loss arising in these circumstances.
- 3.7. When attending the Facilities, please ensure you are familiar with the location of the nearest designated fire exit(s). In the case of emergency, you will be required to make your way to the nearest designated fire exit and must follow all instructions given by our staff and/or authorised personnel from time to time.
- 3.8. Vehicles must be parked correctly and within designated bays and areas only in the our car park. All vehicles are left at your own risk and we accept no liability for any loss of, damage to or theft (including contents) from any vehicle parked on its premises.
- 3.9. In the event of any loss suffered and/or damage caused to the Facilities arising from a Booking, we reserve the right at our sole discretion to:

- a) restrict and/or refuse future admittance to the you and/or your attendees; and
 - b) recover the cost of such loss or damage from you under these Terms.
- 3.10. We will act with reasonable care and skill and in accordance with all legislation, statutes, regulations and other enactments having the force of law from time to time which are applicable to these Terms.
- 3.11. Any person who behaves in contravention of these Terms or acts in a manner which we consider brings or is likely to bring our name into disrepute or is otherwise, for whatever reason and/or at our sole discretion, barred or banned from entering the Facilities, may be ejected from the Facilities and refused admission subsequently to the Facilities in any capacity, including as a customer or attendee or otherwise.

4. Cancellations and changes

- 4.1. If you wish to cancel a Booking or request a transfer of a Booking, you must do so via email to foundation@nufc.co.uk or by using the online booking system. If you are entitled to a refund, such refund shall be provided in accordance with this clause 4.
- 4.2. If you make a Group Activity Booking, or a Single Booking as outlined in clauses 2.8 to 2.10, you are not entitled to any refund.
- 4.3. If you make a Party Booking under clause 2.11, provided you cancel not less than 6 (six) weeks before the date of the party, you are entitled to a refund of the amount paid to us. If you cancel the Booking within 6 (six) weeks of the date of the Booking, you are not entitled to any refund, but we may re-schedule the date, acting in its sole discretion.
- 4.4. If you do not wish to cancel but you make a request to transfer the Booking to someone else, for example, attendance at an event or activity, or change the date of your Booking, provided that we have consented to the transfer in writing (acting at its sole discretion), an administration fee of £10 (ten pounds) may be applied to the request.
- 4.5. We reserve the right in our absolute discretion to re-sell cancelled Bookings.
- 4.6. If a Booking is not paid for by the date notified to you by us, we shall consider the Booking to be cancelled.
- 4.7. Last minute requests to cancel, or requests for refunds after the event due to non-attendance or otherwise shall be at our sole discretion. There is no entitlement to a refund under these circumstances.

- 4.8. Any refunds will be paid back to the debit or credit card of the person who made the Booking.

5. Cancellation by us

- 5.1. If a Booking is cancelled by us, this shall be communicated to you, in advance where possible, and where an alternative date cannot be arranged, any payment(s) received shall be refunded in accordance with clause 4.8.
- 5.2. We shall not be responsible for any other associated costs incurred by you with respect to the Booking and shall endeavour to, where possible, arrange an alternative date in the first instance.

6. Data Protection

- 6.1. We will use your personal data in accordance with our privacy policy: <https://www.nufoundation.org.uk/privacy-and-cookies>
- 6.2. For your information, CCTV is in operation throughout the Facilities for the safety of you, staff and visitors. Such images will be recorded, processed and retained in accordance with our privacy policy.
- 6.3. Should you have any questions relating to the processing of data by us, please send these to nucastle@nufc.co.uk

7. Limitation of Liability

- 7.1. We do not accept liability for any loss of or damage to property that you bring onto the premises or otherwise, unless such loss or damage is caused by our proven negligence.
- 7.2. To the extent permitted by law, we will not be liable for any accident, harm, injury, loss or damage to property, however so caused, arising out of or in connection with or, suffered during or as a result of, your participation in any activity and/or use of its facilities at the Facilities.
- 7.3. Nothing in these Terms shall limit or exclude our liability for death or personal injury caused directly by its negligence or limit any rights you might have as a consumer.

8. General

- 8.1. We are fully committed to equality and making sure the Facility is accessible to all. Discriminatory and abusive behaviour will not be tolerated at the Facility. In the event we are made aware of inappropriate

or discriminatory activity, we will follow a full and thorough investigative process in line with our policies and procedures.

- 8.2. We will:
- a) comply with all applicable laws, statutes, and regulations relating to the duty to prevent sexual harassment including but not limited to, s40A of the Equalities Act 2010; and
 - b) take such action as it deems necessary where it is required to (in its sole opinion) act in accordance with its duty.
- 8.3. Nobody else has any rights under these Terms. These Terms are a contract between you and us and nobody else can enforce it.
- 8.4. Nobody If a court or other authority invalidates or decided that any of these Term(s) are unlawful, the remainder will continue to apply.
- 8.5. Even if the Foundation delays in enforcing these Terms, the Foundation can still enforce any part of them later.
- 8.6. Nothing in these Terms shall be construed as restricting any of your statutory rights. To the extent that there is any conflict between any consumer statutory right and these terms, the statutory rights will prevail.
- 8.7. These Terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.