



NUCASTLE
Corporate Customer
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 person or company 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 Booking as an individual consumer, the following terms apply: <https://www.nufoundation.org.uk/terms-and-conditions>

2. Bookings

General

2.1. If you wish to make a Booking, you may do so if you:

- 2.1.1. complete and submit the required booking application(s) in the prescribed form; and
- 2.1.2. pay the relevant fee(s) to us for participation in any activity and/or use of, or hire of any services at the Facilities in advance of us providing such services and/or access to the Facilities to you.

2.2. You must inform us of all equipment required for your Booking, including where refreshments are required.

2.3. All fees are outlined to you at the time of Booking and are exclusive of any applicable VAT, which shall be added at the prevailing rate where relevant. All Bookings are non-cancellable and non-refundable, except in accordance with clause 4.

2.4. 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.

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

- 2.5.1. decline any Booking;
- 2.5.2. 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
- 2.5.3. amend any activity or timetable from time to time at our sole discretion.

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

- 2.6.1. cancel Booking(s) made;
- 2.6.2. fail to attend activities in respect of which you have made a prior Booking; or
- 2.6.3. otherwise exhibit unsuitable behaviour;

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

2.7. 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.

- 2.8. 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 Facilities.

3. Use of the Facilities

- 3.1. You shall be responsible for the behaviour of the individuals attending the Booking and you shall therefore always ensure compliance by such individuals with all applicable Facilities guidelines and policies while on the premises. In the absence of any guidelines, individuals shall act in a manner that is reasonable considering the circumstances of the Booking.
- 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:
- 3.5.1. 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
 - 3.5.2. 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. Where you are visiting the Facilities, 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. Where you are visiting 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 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 at the Facilities.
- 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 its sole discretion to:
 - 3.9.1. restrict and/or refuse future admittance to the you and/or your attendees; and
 - 3.9.2. 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 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 our sole discretion), an administration fee of £10 (ten pounds) may be applied to the request.
- 4.3. We reserve the right in our absolute discretion to re-sell cancelled Bookings.
- 4.4. If a Booking is not paid for by the date notified to you by us, we shall consider the Booking to be cancelled.
- 4.5. Any refunds will be paid back to the debit or credit card used to make the Booking.

- 4.6. Once a Booking is made, except as set out in clause 5, Bookings are non-cancellable and non-refundable, except at our sole discretion.

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 4.5.
- 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 notice: <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. Nothing in these Terms shall limit or exclude our liability for death or personal injury caused directly by our negligence.
- 7.2. Subject to clause 7.1, we will under no circumstances be liable to you for:
- 7.2.1. any loss of profits, sales, business, or revenue;
 - 7.2.2. loss of business opportunity;
 - 7.2.3. loss of anticipated savings;
 - 7.2.4. loss of goodwill; or
 - 7.2.5. any indirect or consequential loss.
- 7.3. Our total liability to you for all losses arising under or in connection with these Terms will in no circumstances exceed the price you paid for the Booking.

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 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 expect you to do the same. We shall take such action as we deem necessary where we are required to (in our 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. If a court or other authority invalidates or decides that any of these Term(s) are unlawful, the remainder will continue to apply.
- 8.5. Even if we delay in enforcing these Terms, we can still enforce any part of them later.
- 8.6. These Terms are the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in these Terms.
- 8.7. These Terms are governed by English law and you, and we each irrevocably agree to submit all disputes arising out of or in connection with these Terms to the exclusive jurisdiction of the English courts.