

UCD Sports Centre Public Events Policy

Confirmation of Booking

No booking agreement shall arise until University College Dublin (UCD) receives confirmation via a completed booking form from the hirer and UCD has issued written confirmation of its acceptance on these terms to the Hirer. Payment conditions (time of payment/Deposit) will be outlined during the booking procedure and should be noted on the booking form. Cheques should be made payable to "UCD Sports Centre", and crossed. All bookings are subject to availability and where a clash occurs with an event directly involving University College Dublin, University College Dublin shall have primacy in all areas.

Programme of Events

When returning the booking form, the Hirer shall forward full details of the event or events. The event or events shall be arranged in such a manner and at such times so as to ensure the premises shall be vacated by the Hirer, its servants or agents, contractors and sub-contractors and/or guests or members of the public in the time specified by UCD. Should the Hirer, its servants or agents, contractors and sub-contractors and/or guests or members of the public remain in the building after the time specified by UCD an additional charge of €100 per hour or part thereof will be charged to the Hirer. UCD reserves the right to amend charges applied to the Hirer should the nature of the event alter from that which was originally advised.

Entrance and exit to the UCD Sports Centre shall be by the main entrance located at the front of the building, unless otherwise agreed prior to the period of hire. The Hirer shall ensure that all internal and external exits and escape routes are at all times kept clear of obstruction of any kind. Prior to the commencement of the event the Hirer shall make known to all participants and spectators the location of fire exits from the venue.

Capacity of Venue

The capacity of the facility/venue hired is set to comply with current Fire Regulations, and at no time can this capacity be exceeded. Where required by UCD the Hirer must issue numbered tickets for spectators which will be purchased/distributed prior to the event by the Hirer. The number of tickets sold/distributed shall not exceed the capacity of the venue. Access to facilities shall be confined to the areas which have been booked by the Hirer.

Where deemed necessary, the Sports Centre manager on duty may stop the event from proceeding if in his/her opinion this capacity will be or has been exceeded. In such circumstances no refund will be made to the Hirer.

Set-Up & Removal of Equipment

The Hirer shall, with the letter of confirmation, furnish an estimate as part of the booking form and at least fourteen days in advance of the period of hire full details, plans and specifications of any structure, stage, stall, stand or other fitting required for the event together with requirements for the purpose of setting up and removal of same.

The said details, plans and specifications shall be subject to such alterations as may be required for preserving and maintaining the integrity of the premises and complying with the Fire and Safety Requirements.

When any structure, stage, stall, stand or other fitting installed by the Hirer or on his behalf, result in the cancellation of the event, following inspection of same by a Fire Officer duly appointed by the local Fire Authority or the UCD Safety Officer, the Hirer hereby acknowledges that no liability shall attach to UCD for any loss arising there from and all charges due by the Hirer to UCD under these terms and conditions shall remain payable in full. In the event of disagreement in regard to safety conditions, the decision of the Safety Officer of University College Dublin shall be final and binding. A Safety Statement from the Hirers of the facility may be required.

All structures, stages, stalls, stands or other fittings shall be entirely self supporting to the extent that under no circumstances shall nails, tacks, pins, screws, tape, glue, gum or any other sharp or adhesive object be applied to the walls, floors, internal structures or any staging provided by UCD. In addition the Hirer shall not make any additional electrical connections and will obtain advance permission for the use of any non-standard or high tension electrical equipment, adaptors, transformers etc.

The installation and removal of all structures, stages, stalls, stands or other fittings shall be the sole responsibility of the Hirer. In this regard, the Hirer shall be responsible for the making good of any loss or damage that should be caused to the premises during the period of hire arising by virtue of holding the event at the premises or otherwise. Further, the Hirer shall reinstate the premises to its condition prior to the period of hire.

In the event that the Hirer fails or omits forthwith to remove all structures, stages, stalls, stands or other fittings, or fails to make good any loss or damage arising from the use of the premises, then, in such circumstances, UCD shall be entitled to remove and rectify the matters aforesaid respectively, and the cost thereof shall be recoverable from the Hirer as a simple contract debt.

Agents/Contractors

The Hirer shall, at least fourteen working days in advance of the proposed events, furnish the management of the UCD Sports Centre with a full list of servants, agents, contractors and sub-contractors whom they intend employing for the purpose of the event. Full rights are reserved by the management of the UCD Sports Centre in respect of the admission or exclusion of any person attending the event or any person appearing on any such list.

Commercial Stalls/Units

Where the Hirer, his servants, agents, contractors or sub-contractors wish to install a commercial stall or unit during the event, prior consent must be obtained from the management of the Sports Centre. A charge of €50 per day per stall or unit will apply.

Transport & Car Parking

Vehicles must comply with all traffic arrangements in UCD. Specifically no car-parking will be permitted in the area at the back of the Sports Centre and on the road adjacent to the Sports Centre (see attached map).

No overnight car-parking is permitted. The use of such facilities by the Hirer, his servants or agents, contractors, sub contractors and/or guests or members of the public attending an event, is at the risk of the owners of any car or other mechanically-propelled vehicle or any other form of transport applicable. In this regard, no liability shall attach to UCD for any loss, damage or personal injury caused or arising while such vehicles or forms of transport are parked on the grounds of UCD, no matter how arising.

Where deemed necessary by UCD, UCD will provide supervision of the traffic circulation on campus and the car park, for the purpose of assisting with the parking of said vehicles subject to an additional charge for which the Hirer will be liable. The provision of supervision as aforesaid shall not be taken to mean that UCD is providing any security for such vehicles parked in the designated car park, and it shall be the sole responsibility of the Hirer to provide security services for vehicles parked in the vicinity of the car park. The Hirer shall ensure that all those attending the event shall obey all traffic signs and speed limits set out or located on the UCD campus and otherwise comply with UCD regulations in respect of the use of cars on campus and car-parking.

Royalties

In the event that the Hirer proposes to play live and/or recorded music, the Hirer shall be charged, by way of an additional charge for the purpose of meeting all and any licence/royalty fees or payments.

The Hirer shall obtain all necessary consents and licences in respect of any music played, and shall hold harmless and indemnify UCD from and against all actions, proceedings, costs, claims and damages arising from the broadcasting of music by the Hirer.

Tobacco Regulations

Smoking is not permitted in the UCD Sports Centre. UCD is subject to Health and Safety Regulations and under these regulations, periodic inspections are carried out.

Flammables

The use of flammable gases, oils, petrols or spirits or such other materials, such as dry ice, gas filled balloons, acids or other such hazardous materials shall be prohibited and the hirer shall ensure that no such flammable gases, oils, petrols or spirits or such other materials such as dry ice, gas filled balloons, acids or other such hazardous materials are brought onto the premises or permitted to be used by any person attending an event.

Compliance

The Hirer shall ensure that he/she complies in all respects with all statutory regulations, documents and licenses regarding entertainment, service, food and drink, fire regulations, safety, copyright and other intellectual property rights. The Hirer shall hold harmless and indemnify UCD against claims and actions brought against UCD from breaches of the recited statutory declarations and infringements of intellectual property rights or others.

Food & Drink

Serving and consumption of food and drink is only permitted in the designated hospitality areas when agreed by the UCD Sports Centre Management or in the existing catering facilities when goods have been purchased from same. Where designated hospitality areas are agreed with the management of the UCD Sports Centre outside of the Sports Cafe or other permanent facility an additional charge for the use of this facility will apply. The drinking of alcohol is not permitted inside UCD Sports Centre, on any artificial/natural grass pitches or in any pitch viewing areas (Unless otherwise agreed with UCD Sports Centre Management)

Signage

No external signage shall be erected, save with the prior consent of UCD.

No internal signage shall be erected in the building save with the prior consent of UCD. Under no circumstances can any of the advertising hoardings in place in any of the facilities/venues in the Sports Centre be moved, removed or obscured totally or partially by the Hirer.

Where the Hirer wishes to put up advertising signage relating to a sponsor or supporter prior approval must be sought from the management of the Sports Centre and additional charges will apply. Such temporary signage is only permitted for the duration of the event, details of which must be outlined in the booking form.

Availability

The Hirer acknowledges and agrees that the premises, while contracted for the period of hire, may not be available for the event due to a request for use of the facilities of the premises by the President, Secretary, Registrar or other officer of UCD for a UCD event/function. For this purpose "UCD event" may include events which UCD is hosting e.g. Special Olympics and non-availability may extend to periods before and after a UCD event. Furthermore it is agreed and understood by and between the parties hereto that access to the premises by the Hirer shall be suspended or denied at such time or times and for such period or periods as the President of UCD for the time being shall from time to time curtail or deny access to the UCD Campus.

In the event of the premises being so required, the Hirer shall, having issued these terms and conditions and returned same together with a letter of confirmation and the Charge, be entitled to a refund of the Charge, or in the alternative, be provided with some alternative suitable date for the holding of the event but shall not be entitled in any event to compensation, whether for direct or consequential loss arising therefrom.

Cleaning

The management of the UCD Sports Centre will provide cleaning of the premises after the event. This cleaning charge will be included in the overall cost to the Hirer for the event. Where the Hirer requires cleaning during the event an additional charge per hour will apply. If the management of the Sports Centre deems it necessary to provide additional cleaning after the termination of the event, the Hirer shall be liable for the charges for this additional cleaning.

UCD Sports Centre Staff

At all times the Hirer, its members and guests, its servants and agents, its contractors and sub-contractors shall abide by the instructions of the Sports Centre manager on duty during the set-up and dismantling of the event and the event itself. Any incidents which occur must be reported to the Sports Centre manager on duty in respect of injury, theft, fire. You can notify the UCD Sports Centre manager of any such incidences in person by coming to the Sports Centre Reception or by dialing our emergency line on 01 7162121, outlining the details of the nature of the incident. The UCD Sports Centre manager may deal with the incident themselves or the appropriate emergency service, if required, will be called by the Sports Centre manager on duty.

AED monitors are located at UCD Sports Centre Reception and at in the old and new pavilion areas of the Sports Centre facilities.

Stewarding

Where deemed necessary by the management of the UCD Sports Centre, the Hirer will provide trained stewarding at the event in accordance with the wishes of the management of the UCD Sports Centre. Prior to the event the Hirer shall forward a list of stewards, their duties and responsibilities to the management of the UCD Sports Centre.

If the Hirer is not in a position to provide such trained stewards or in the opinion of the management of the UCD Sports Centre the standard of stewarding is not sufficient, additional stewards will be provided by the management of the UCD Sports Centre and the

cost passed on to the Hirer.

Safety Announcement

Prior to the commencement of the event the Hirer must make known to all those present the location of, and access to, the exits from the venue. A copy of the text of the appropriate safety announcement for the venue hired, should be obtained by the Hirer from the management of the UCD Sports Centre.

Admission Charge

An increased hire fee will apply for events where admission charges are made by the Hirer. The increased hire fee shall be determined by the management of the UCD Sports Centre.

Media Coverage

No television cameras or other media coverage shall be permitted on the UCD campus or in the UCD Sports Centre save with the prior consent of UCD Sports c/o Suzanne Bailey (Suzanne.bailey@ucd.ie).

All advertising and promotional material relating to the event or events must acknowledge "UCD Belfield" as the venue. In any promotion of the event, the Hirer should be aware of the provisions of the Litter Act and as part of these conditions the Hirer shall hold harmless and indemnify UCD from any prosecution under that legislation.

Force Majeure

UCD shall not be liable for any loss or damage caused to the Hirer during the currency of this agreement, due to the breakdown of machinery, failure of electrical supply, leakage of water, destruction, shortages of labour or materials due to strike, lockout or other labour dispute, acts of God, terrorist threats or activities, explosion, which may result in the premises being temporarily closed or the hiring being interrupted or cancelled.

UCD reserves the right to withdraw from an event and cancel any contract if the ongoing operation of the UCD Sports Centre and its safe operation for other users is deemed by the management of the UCD Sports Centre to be compromised.

Indemnity

Save in respect of any loss, damage or injury arising by reason or as a consequence of any action, default and/or negligence on the part of UCD, its servants or agents, no liability shall attach to, and the Hirer shall fully indemnify UCD in respect of any loss, damage and/or injury, including any consequential loss, costs, expenses or compensation arising therefrom, caused to or suffered by any person or persons, including, without limitation, the Hirer, its members and guests, its servants and agents, its contractors and sub-contractors, and the employees of UCD, and/or the property of such person or persons, whether brought in or left on the premises, where such loss, damage and/or injury arises by reason of the hire of or as a consequence of the use of the premises or any facility in connection therewith, or by reason of any act, default, omission or negligence on the part of the Hirer, its members, guests, servants or agents, contractors or sub-contractors.

Insurance

The Hirer shall effect and put in place such Policies of Insurance for the purposes of the event, including but not limited to, Public Liability Insurance and Employers Liability Insurance, both policies to be extended to cover indemnity to UCD. Any Public Liability Insurance shall provide cover of not less than €6.35 million and any Employer's Liability policy shall provide a cover of not less than €13 million. The Hirer shall furnish detailed particulars of such policies of insurance to the management of the UCD Sports Centre fourteen working days in advance of the period of hire and such policies of insurance shall be subject to the approval of UCD Safety Office. Access to the facility to children under sixteen years of age unless accompanied and supervised by an adult will not be permitted

Nuisance

The Hirer shall not do or allow to be done in or on the Premises anything which may be a nuisance or cause damage to the Sports Centre, annoyance of its patrons and other users or occupiers of any of the other facilities or venues in the Sports Centre or neighboring premises.

Apart from the facility/venue hired for the event all other venues/ facilities in the Sports Centre and on the Belfield campus will operate as normal unless otherwise agreed by UCD.

Cancellation

In the event that the Hirer shall cancel the event there shall be no refund of any monies paid by the Hirer in respect thereof.

The foregoing conditions are dated 22 June 2012 and may be amended, revised or altered without notice.

We have read and we accept the conditions set down in this document headed “UCD Sports Centre Public Event Policy:

Signed: _____ **Date:** _____

Name: (Block Capitals) _____

On behalf of: _____

Address:

Name of Event: _____

Witnessed by: _____

Name: (Block Capitals) _____

Date of Issue: 22nd August 2012