This Booking Agreement, together with the UGS Rules, sets out the terms and conditions for making a booking with University of Glasgow Sport (“UGS”) in connection with the use the Facilities. All bookings are (i) subject to these terms and conditions and (ii) at all times conditional on Customers and the Booking Party abiding by the UGS Rules.

If you have any questions about the meaning or effect of any provision of this Booking Agreement or the UGS Rules please raise them with a UGS representative.

Meaning of Terms

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>booking</td>
<td>all reserved hires of any of the Facilities</td>
</tr>
<tr>
<td>Booking Party</td>
<td>person(s) who make booking</td>
</tr>
<tr>
<td>Customers</td>
<td>users of any of the Facilities</td>
</tr>
<tr>
<td>Facilities</td>
<td>the Premises and equipment provided by UG from time to time</td>
</tr>
<tr>
<td>Fee</td>
<td>the annual fees or other sums payable by Members to UG for Membership at the Premises, at the rates set out on the UGS website located at <a href="http://www.glasgow.ac.uk/sport/membership">www.glasgow.ac.uk/sport/membership</a>, as amended from time to time by UG</td>
</tr>
<tr>
<td>Premises</td>
<td>collectively the sports centres and playing fields provided by UG from time to time</td>
</tr>
<tr>
<td>UG</td>
<td>University Court of the University of Glasgow, University avenue, Glasgow, G12 8QQ</td>
</tr>
<tr>
<td>UGS</td>
<td>Sport service of UG acting as agent of UG to provide sport facilities, activities and memberships.</td>
</tr>
<tr>
<td>UGS Rules</td>
<td>the rules and regulations published from time to time by UG and available at <a href="http://www.glasgow.ac.uk/sport/contact/terms">www.glasgow.ac.uk/sport/contact/terms</a>.</td>
</tr>
</tbody>
</table>

Fees and Hire

1. The use of certain Facilities are subject to payment of a hire charge by the Booking Party. Where the Facilities are booked by a Member, the hire charges are in addition to the Fee. A list of hire charges is available from the UGS at the Premises and on the UGS website www.glasgow.ac.uk/sport. UG reserves the right at any time to change the Fees and hire charges at its discretion.

2. In the event of unforeseen circumstances, the UGS may cancel any booking at any time. Where possible UG will give as much notice of such cancellation as is reasonably practicable.

3. UG/UGS reserves its right to charge the Booking Party the full booking charges for any booking that is cancelled on short notice. Please see the UGS Rules for the required notice period for cancelling single, block and other types of bookings to avoid forfeiture of the relevant hire charges.

4. The Booking Party will be required to leave a deposit at reception for any hire item for bookings. The deposit will be forfeited if the hire item is damaged or in the case of equipment, is lost or not returned to UGS reception. In addition to loss of the deposit, if the hire item is returned damaged beyond reasonable repair or is not returned, UG may levy a further charge to cover the cost of repairing or replacing such item.

5. Customers shall be liable for the cost of any damage or loss (including theft) caused to the Facilities, by them and/or their guests (fair wear and tear excepted).
6. All Customers must ensure that any preparation, assembling, dismantling and removal of equipment and/or arranging of the Facilities is carried out during the period of time covered by the booking. For the convenience of other Customers and users of the Facilities, adherence to booking times will be strictly enforced.

Liability

7. UG’s liability for damage to or loss (including theft) of Customers’ property (including theft or loss of items from lockers) is strictly limited to howsoever caused (whether based on breach of contract, negligence of UG, its staff or agents, strict liability, breach of statutory duty or otherwise) shall be limited to the £1000 and the total Fees paid by such Customer for use of the Facilities.

8. Except as set out in clause 7 above, and in respect of its liability for death or personal injury caused by the negligence of UG or UGS (or any of their staff, officers or agents) or for any matter that may not be limited or excluded at law, neither UGS nor UG will accept any liability for any injury or loss suffered by any Customer while on the Premises or as a result of the Customer’s use of the Facilities. All such incidents must immediately be reported to a UGS representative.

9. Valuables, clothing and personal items should be stored in the lockers provided. However, Customers should note the following:
   a. lockers are provided for convenience only, and use of any locker is not intended to, and shall not be deemed to create a relationship of bailee and bailor or agent and principle between UG/the UGS and any Customer;
   b. Use of any locker is at the Customer’s sole risk and liability. Neither UGS nor UG warrants, undertakes or accepts liability for any loss, damage or theft of any items left in lockers, and all such warranties, representations or undertakings, express or implied, are expressly excluded to the fullest extent permitted at law;
   c. Lockers are provided on a daily basis only and items left in lockers overnight will be removed, incur a charge, and treated as lost property (except where a Member has paid the charge for annual locker hire).

10. All items of lost property will be logged and held on the Premises for no more than two (2) weeks. Thereafter, unclaimed items will be passed to the police.

Complaints & Disciplinary Procedures

11. Customers should communicate any comments or complaints about the Facilities or any bookings in writing to UGS Management within six (6) months of the relevant incident or issue.

12. Complaints submitted by Customers in writing will receive a final response within five (5) working days of UGS’ receipt of such.

13. Where appropriate complaints will be taken forward under UG’s Complaint Procedure, in accordance with the Scottish Public Services Ombudsman regulations. For further information refer to UG Senate Office webpage located at www.glasgow.ac.uk/services/senateoffice/studentcodes.
Privacy

14. UG operates CCTV and similar equipment throughout the Premises to monitor safety and security, and may monitor telecommunications, data communications and other communications as permitted by and in accordance with applicable laws and relevant legislation.

15. UG collects and processes personal information, including images, of its Customers, and potential Customers, for processing, managing and administering bookings, for health and safety reasons, and to provide services, in each case as permitted by and in accordance with applicable laws and relevant legislation.
   a. By supplying such information and/or using the Facilities Customers consent to UG storing the information for the stated purposes. Personal information will processed by UG in accordance with the provisions of the Data Protection Act 1998.
   b. UG may also send information to Customers about other services and forthcoming activities via mail, SMS, and email. Customers may opt out of receiving these updates by contacting the UGS Customer Service Manager.

General

16. UG reserves the right to prevent entry into or reject from the Premises anyone whose behaviour or appearance is, in its sole opinion, deemed by it to be unsuitable.

17. UG reserves the right to add, change or provide suitable alternative Facilities and may also at any time withdraw all or part of such Facilities for any period(s) where they are required for tournaments or other activities or in connection with any repair, alteration or maintenance work.

18. UG reserves the right at any time to adjust opening hours for all or any part of the Facilities.

19. UG may alter, amend or add to the UGS Rules at any time. Alterations, amendments and additions to the UGS Rules will be posted in the Facilities and on the UGS website located at www.glasgow.ac.uk/sport/contact/terms which will constitute due notice of such changes.

20. UG reserves the right to show visitors, potential Members or other Customers and other individuals the Facilities, including during bookings.

21. Neither the Booking Party nor UG shall be deemed to be in breach of this Booking Agreement by reason of any delay in performing, or any failure to perform, any of their respective obligations if the delay or failure was due to any cause beyond the Booking Party’s or UG’s reasonable control, including but not limited to, acts of God, explosions, actual or suspected terrorist attacks, floods, fire or accident, war or threat of war, sabotage, civil disturbance, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes or industrial actions or trade disputes.

22. This Booking Agreement, together with the UGS Rules, constitutes the entire agreement and understanding between UG, UGS and the Booking Party relating to use of the Facilities, and supersedes all prior proposals, offers, agreements and understandings among the parties relating to such. The Booking Party acknowledges and agrees that in entering into this Booking Agreement he/she does not rely on any statement, representation, warranty, expression of opinion or undertaking of any nature made by any person, provided nothing in this Booking Agreement shall operate to limit or exclude any liability of any party for fraud or fraudulent misrepresentation.
23. In the event of any conflict between the terms and conditions of this Booking Agreement, a Membership Agreement, the UGS Rules and any other contracts or documents between the parties, the terms of the Membership Agreement shall prevail and take precedence over all other documents, followed by the UGS Rules.

This Booking Agreement shall be governed and construed in accordance with the laws of Scotland and the parties hereby prorogue the exclusive jurisdiction of the Scottish Courts.