

**sport**scotland **national training centre Inverclyde**

# Event and Group Booking – Terms and Conditions



**Please read this information carefully before agreeing to these terms and retain a copy for future reference.**

These terms and conditions of booking (“**Terms and Conditions**”) form the Agreement between you (“**the Hirer**”) and us, The Scottish Sports Council Trust Company, a company incorporated in Scotland under the Companies Act 2006 with Registration Number SC137068 and having its registered address at The Doges, Templeton on the Green, 62 Templeton Street, Glasgow, G40 1DA. The Scottish Sports Council Trust Company operates Inverclyde National Centre at Burnside Road, Largs KA30 8RW (“**the Centre**”).

These Terms and Conditions set out the Facilities and Services the Centre will provide to you on purchase and the terms by which you are bound.

Y**ou must read these Terms and Conditions** **carefully prior to proceeding with your booking**. **By signing the Event & Group contract, you accept these Terms and Conditions.**

**How to contact us**: You can contact us by telephone on 01475 674666, by email at inverclydebookings@sportscotland.org.uk or by post at Inverclyde National Sports Training Centre, Burnside Road, Largs, Ayrshire, KA30 8RW.

The following definitions and rules of interpretation apply in these Terms and Conditions.

**INTERPRETATION**

**Definitions**

**“Agreement”** means these Terms and Conditions and the Contract.

“**Centre**” means the premises at **sport**scotland Inverclyde National Sports Training Centre, Burnside Road, Largs, Ayrshire, KA30 8RW as owned by **sport**scotland;

“**Data Protection Legislation”:**  means any law applicable relating to the processing, privacy and use of personal data including data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the UK’s Information Commissioner or other relevant regulatory authority applicable to a party;

**“Equipment”** means any sports, information technology, electrical or tangible equipment held within the Facilities or forming part of the Services;

“**Event**” or “**Events**” means residential or non-residential gatherings with a predetermined plan requiring consultation with the Centre, involving pre booked facilities, bedrooms, catering and coached requirements. Events include but are not limited to group sports training, meetings, conferencing and competitions;

**“Contract”** means the document electronically issued by the Centre to the Hirer containing the booking details and price;

“**Facility”** or **“Facilities**” means all areas available at the Centre for booking including bedrooms, sports and fitness facilities, meeting and catering areas.

**“GBP”** means the British pound sterling.

“**Residential groups**” means bookings that require overnight accommodation together with Facility and Service requirements. This includes but is not limited to residential sports training requirements;

“**Service” or “Services**” means services provided by the Centre at National Centre Inverclyde, Burnside Road, Largs KA30 8RW those being catering, sports coaching and fitness coaching.

**Interpretation**

* + 1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
		2. Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
		3. A reference to **writing** or **written** includes email.
1. **BOOKING PROCESS**
	1. The Contract constitutes the offer by the Hirer to utilise Facilities and/or Services from the Centre in accordance with these Terms and Conditions.
	2. Any descriptive matter or advertising issued by the Centre, and any descriptions or illustrations contained in the Centre’s marketing – either digital or printed, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of this Agreement or have any contractual force.
	3. These Terms and Conditions apply to this Agreement to the exclusion of any other terms that the Hirer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
	4. Any proposal given by the Centre shall not constitute an offer.
2. **PAYMENT AND DEPOSIT DETAILS**
	1. All amounts payable by the Hirer are inclusive of VAT, where applicable.
	2. All invoices shall be paid to the Centre in GBP.
	3. The Hirer’s booking shall be held as provisional and shall only be deemed to be confirmed when the Centre receives payment of a non-refundable deposit of 25% of the total booking price (the “**Initial** **Deposit**”), along with a signed copy of the Contract, on which date this Agreement shall come into existence.
	4. On receiving the Contract , the Hirer shall pay in full and in cleared funds:
		1. the Initial Deposit due within 14 calendar days of receipt of the Contract;
		2. an additional 25% of the total booking value due 90 calendar days prior to the booking arrival date; and
		3. the remaining 50% of the total booking value due 30 calendar days prior to the booking arrival date.
	5. If the booking confirmation date is within:
		1. 90 days from your booking arrival date, then 50% of the total booking value will be due within 14 days from the date the Contract is issued by the Centre.
		2. 30 days from your booking arrival date, 100% of the total booking value will be due on the same day the Contract is issued by the Centre.
	6. The following methods of payment are accepted: -
		1. BACS, please contact the Centre for details and quote your group booking name and arrival date.
		2. Cheque, payable to “ Scottish Sports Council Trust Company - Inverclyde” and sent to the National Sports Training Centre Inverclyde, Burnside Road, Largs, KA30 8RW.
		3. Credit/Debit Card payments are accepted. Business credit card transactions are subject to a transaction fee, rate subject to confirmation based on supply from Payment Services Provider. Any transaction over £500 for debit/credit card is subject to a 2% transaction fee.
	7. The Centre reserves the right to increase the value of the deposit and amend timescales for payment in certain circumstances concerning the length and overall value of a booking.
	8. Any additional Facilities or Services booked after full payment has been received is payable to the Centre in full at the time of booking.
	9. If the Hirer has a bona fide dispute in respect of the whole or part of the proforma invoice issued, they shall notify the Centre immediately on receipt of invoice. Any invoice not disputed in accordance with this Clause 3 will be deemed to have been accepted by the Hirer. Both parties shall co-operate in good faith to resolve the dispute over any invoice as amicably and promptly as possible and on settlement of any dispute the Hirer shall make the appropriate payment.
	10. The Hirer should retain copies of all documentation relative to the booking for future reference.
3. **HIRER’S RESPONSIBILITIES**
	1. The Hirer shall:
		1. ensure that the information provided in the Contract is complete and accurate.
		2. co-operate with the Centre in all matters relating to the Facilities or Services;
		3. provide the Centre with such information and materials as the Centre may reasonably require in order to supply the Facilities or Services, and ensure that such information is complete and accurate in all material respects;
		4. comply with all applicable laws; and
		5. comply with any additional obligations as set out within this contract.
	2. If the Centre’s performance of any of its obligations under this Agreement is prevented or delayed by any act or omission by the Hirer or failure by the Hirer to perform any relevant obligation (‘**Hirer Default’**):
	3. without limiting or affecting any other right or remedy available to it, the Centre shall have the right to suspend performance of the Services or provision of Facilities until the Hirer remedies the Hirer Default, and to rely on the Hirer Default to relieve it from the performance of any of its obligations in each case to the extent the Hirer Default prevents or delays the Centre’s performance of any of its obligations;
	4. the Centre shall not be liable for any costs or losses sustained or incurred by the Hirer arising directly or indirectly from the Centre’s failure or delay to perform any of its obligations as set out in this Clause 4.2; and
	5. the Hirer shall reimburse the Centre on written demand for any costs or losses sustained or incurred by the Hirer arising directly or indirectly from the Hirer Default.
4. **HIRER’S RIGHTS - CANCELLATION AND BOOKING AMENDMENTS**
	1. The Hirer’s rights to cancellation, refunds and booking amendments are set out below:
	2. To cancel a booking, the Hirer must inform the Centre by email to :inverclyde.bookings@sportscotland.org.uk.
		1. For cancellation more than 90 days in advance of your booking arrival date, the 25% non-returnable deposit will be retained.
		2. For cancellation between 90 or 30 days in advance of the booking arrival date, 50% of the contracted booking value is payable.
		3. For cancellation less than 30 days before the booking arrival date 100% of the contracted booking value is payable.
	3. Cancellation fees are still applicable in line with the percentage highlighted above, regardless of deposits paid to date. Deposits paid to date will be used to cover any cancellation charges due and where further charges are outstanding, an invoice will be issued.
5. **HIRER’S RIGHTS - BOOKING AMENDMENTS**
	1. Booking amendments include but are not limited to:
		1. Adding or removing facilities to a booking, or, increasing or decreasing the length of time or days a facility is required.
		2. Increasing, decreasing or removing the number of meals, or number of people, served at each meal service period.
		3. Increasing, decreasing or removing the number of bedrooms required for all, or part nights, of a total booking period.
	2. If the Hirer wishes to make a change to the booking, please contact the Centre. The Centre will confirm whether this change is possible and if so, will confirm any changes to timings or details which would be necessary as a result of your requested change. The Centre will notify the Hirer in writing of the change and the Hirer should confirm in writing whether the change should proceed.
	3. Where Clause 6.2 applies, the total booking value may remain the same or increase.
	4. No refunds are applicable, should the following instances occur:
		1. The Hirer does not require all facilities, or requires to reduce the hours or days of facilities, as detailed within the contract.
		2. The Hirer only uses part of a Facility or Service.
		3. The Hirer does not require the full numbers for catering, or wishes to reduce the number of meal service periods, as detailed within the contract.
		4. The Hirer does not require all bedrooms contracted for all or some of the booking nights, as detailed within the contract.
6. **THE CENTRE’S RESPONSIBILITIES**
	1. The Centre shall supply Services and/or Facilities to the Hirer in accordance with Agreement.
	2. The Centre will use all reasonable endeavours to meet the Facility or Service dates specified within the contract.
	3. The Centre warrants to the Hirer that the Services and/or Facilities will be provided using reasonable care and skill.
7. **TRUST COMPANY’S RIGHTS**
	1. The Centre, having reasonable cause to do so, reserves the right to cancel, alter or adjust a booking and will endeavour to provide the Hirer with as much prior notice of booking cancellations, alterations, adjustments and transfers as possible.
	2. The Centre reserves the right to transfer a booking to another suitable Facility subject to availability.
	3. In the instance of Clause 8.1, the Centre will use its discretion to provide a refund in circumstances it deems to be appropriate.
	4. The Centre reserves the right to refuse a booking in whole or in part.
8. **FACILITY AND EQUIPMENT USE**
	1. The Hirer is obliged to ensure any Facilities and Equipment are operated and used in the correct manner.
	2. The Hirer shall be responsible for their participants use of the Facilities and Equipment.
	3. The Hirer must notify the Centre immediately if any Facilities or Equipment are not fit for use or become damaged during use.
	4. The Hirer is obliged to indemnify the Centre for the cost and associated costs of repairing, replacing or restoring any damage to the Facilities or Equipment caused by a deliberate or negligent act of the Hirer or their participants.
	5. The Facility and Equipment will be setup and equipped to the specification of the booking requirement and the Hirer is obliged to return the Facilities and Equipment to their original state after use.
9. **LIABILITY AND INDEMNITY**
	1. The restrictions on liability in this Clause 10 apply to every liability arising under or in connection with this Agreement including liability in contract, delict (including negligence), misrepresentation, restitution or otherwise.
	2. Neither party may benefit from the limitations and exclusions set out in this Clause 10 in respect of any liability arising from its deliberate default.
	3. Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:
		1. death or personal injury caused by negligence; and
		2. fraud or fraudulent misrepresentation.
	4. Nothing in this Clause 10, shall limit the Hirer’s payment obligations under this Agreement.
	5. The Centre shall not be held liable for:
		1. any losses which are not caused by either a breach of these terms, non-compliance with duties under applicable legislation or negligence of the Centre in providing the Services or Facilities;
		2. any losses which were not foreseeable to both parties when this Agreement was formed. Loss is foreseeable if either it is obvious that it will happen or if, at the time this Agreement was made, both Trust Company and the Hirer knew it might happen or if you discussed the matter with Trust Company during the booking process;
		3. any loss of, or damage to, property, vehicles or tangible items left at the Centre; or
		4. any third-party loss or liability incurred as a result of any cancellation or use of the Facilities.
	6. Without prejudice to any rights or remedies of the Centre, the Hirer shall be liable and indemnify the Centre against all proceedings, actions, suits, claims, demands, losses, charges, costs and expenses which the Centre may suffer or incur as a result of or in connection with the Hirer’s use of the Facilities or Services including any damage to property, financial loss or in respect of any injury (whether fatal or otherwise) which may result directly or indirectly from any act, negligence, omission or willful misconduct of the Hirer or any other party or person for whom the Hirer is responsible.
	7. The Hirer shall effect and maintain at its sole expense an insurance policy to cover the Hirer's liabilities and other obligations under and in terms of this Agreement.
	8. Specifically, the Hirer shall maintain in force for the duration of this Agreement:
		1. public liability insurance policy for such sum and range of cover as the Hirer deems appropriate but covering at least all matters which are the subject of indemnities or compensation obligations under this Agreement in the sum of not less than £1 million for any one incident and unlimited in total, unless otherwise agreed by the Centre; and
		2. the policy or policies of insurance referred to in Clause 10.8.1 shall be shown to the Centre if requested, together with satisfactory evidence of payment premiums, including the latest premium due thereunder.
	9. The Hirer shall notify the Centre of any claim within 7 days from the date that the Hirer notifies their insurance provider of the same.
	10. This Clause 10 shall survive termination of this Agreement.
10. **TERMINATION**
	1. Without affecting any other right or remedy available to it, either the Centre or the Hirer may terminate this Agreement with immediate effect by giving written notice to the other party if:
		1. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
		2. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
	2. Without affecting any other right or remedy available to it, the Centre may terminate this Agreement with immediate effect by giving written notice to the Hirer if:
		1. the Hirer fails to pay any amount due under this Agreement on the due date for payment;
		2. there is a change of control of the Hirer;
		3. the Hirer commits a material breach of any term of this Agreement and (If such breach is remediable) fails to remedy that breach within 3 days of that party being notified in writing to do so; or
		4. the Hirer’s financial position deteriorates to such an extent that in the Trust Company’s opinion the other party's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy.
	3. Without affecting any other right or remedy available to it, the Centre may suspend the supply of Services or Facilities under this Agreement or any other contract between the Hirer and the Centre if the Hirer fails to pay any amount due under this Agreement on the due date for payment, the Hirer becomes subject to any of the events listed in Clause 11.11 – 11.11.14 or the Centre reasonably believes that the Hirer is about to become subject to any of them.
	4. On termination of this Agreement the Hirer shall immediately pay to the Centre all of the Centre’s outstanding unpaid invoices and interest and, in respect of Services or Facilities supplied but for which no invoice has been submitted, the Centre shall submit an invoice, which shall be payable by the Hirer immediately on receipt.
	5. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.
	6. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
11. **NOTICES**
	1. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and sent by email to the address specified by The Hirer at the time of booking.
	2. Any notice or communications shall be deemed to have been received by email, at the time of transmission, or if this time falls outside of business hours in the place of receipt, when business hours resume. In this Clause Business Hours means 9:00am to 5:00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
	3. This Clause 12 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
12. **Wellbeing and Protection: Children and Young People**
	1. The centre is subject to the **sport**scotland Wellbeing and Protection of Children Policy which governs all activity with children or young people in attendance, defined as persons under the age of 18 years. The Hirer must ensure that they are compliant with all guidance, further details can be found at:
		1. [Child wellbeing and protection - sportscotland the national agency for sport in Scotland](https://sportscotland.org.uk/safeguarding-in-sport/child-wellbeing-and-protection)
		2. Bookings which the Centre deems to have inadequate safeguarding protocols, or cannot provide information to demonstrate such protocols, may be subject to cancellation at any point.
	2. Parental or Guardian Consent : The Hirer must ensure they hold signed parental or guardian consent forms, if applicable, for all relevant participants in their group.
	3. Any bookings with children or young people in attendance require a named adult to be in attendance, as in loco parentis, for the duration of their stay in the centre. This includes any arrivals or departures on nights outwith of the main group block.
	4. If you wish to discuss a child wellbeing and protection matter relevant to the Centre, please contact the Centre’s Child Wellbeing and Protection Officer.
13. **Zero Tolerance of Inappropriate Behaviour**
	1. The Hirer will be held responsible for the supervision, conduct and discipline of all the participants within their group at all times whilst present at the Centre.
	2. The Centre reserves the right to ask any Hirer or participants to leave the Centre immediately if there is a breach of Clause 14 or Trust Company staff deem any behaviour to be inappropriate or unacceptable. Any action taken by the Centre in respect of inappropriate behaviour shall be done so in accordance with our Unacceptable Behaviour Policy.
14. **Food and Drink**
	1. Only food & drink supplied onsite by our approved catering contractor, in either group catering, café or bar may be consumed on the premises. The Centre does not permit the consumption of takeaway food on its premises.
	2. The Centre does not permit the consumption of food and drink, with the exception of water or liquids in a sports bottle, within the Centre’s sports and fitness facilities.
	3. Meals are not permitted to be taken in bedrooms.
	4. Where a licenced service for alcohol is offered, this can only be consumed within the area purchased and cannot be transported to another area, even if licenced.
15. **Qualifications & Group contacts**
	1. The Hirer must ensure that their coaches hold the appropriate qualifications to deliver any sessions planned at the centre, this includes sports specific, fitness or other activities. The Centre reserves the right to ask the Hirer to provide evidence of any coaches, leaders or instructors qualification(s) at any time.
	2. The Hirer must specify in advance the named contact who will be in attendance for the duration of the booking dates, and will be the main group contact for the Centre Team onsite.
	3. The Hirer is responsible for ensuring an appropriate ratio of coaches, leaders or instructors to participants is maintained at all times whilst present at the Centre.
	4. The Hirer is responsible for ensuring appropriate first aider provision is present for the duration of the group stay.
16. **Restrictions of use**
	1. Smoking including ecigarettes are not permitted within the centre buildings or wider estate, except in the dedicated smoking area located at Car Park 1.
	2. With the exception of assistance dogs, animals are not permitted within any of the Facilities at any time. All assistance dogs at the Centre must be kept on a leash and use designated toileting area(s).
17. **Health and Safety**
	1. At no time should the Hirer or their participants proceed to move, assemble or dismantle any centre equipment
	2. The Hirer must follow all applicable Health and Safety notices displayed at the Centre.
	3. In the interests of safety, only emergency & centre vehicles are permitted vehicular direct access to the grass, outdoor 3G and indoor 3G pitches.
	4. In the event of any incident or emergency please report this either in person or by telephone to the Centre’s reception immediately. An incident form will require to be completed.
	5. The Hirer is obliged to ensure the maximum capacity of a Facility as noted within the facility capacity chart is not exceeded.
	6. Centre staff may have requirement to access the facility in use at any time for health & safety or maintenance purposes. Every effort will be made to minimise disruption.
18. **Conduct**
	1. Appropriate footwear and equipment should be used in each area. The Hirer should satisfy themselves that any equipment supplied by them or used by their group participants does not cause any damage to the facilities in use. The centre reserves the right to cancel, or cease, any activity taking place if it suspects damage may be associated.
	2. No material may be affixed to any Facility without written consent.
	3. The Hirer and their participants should take care not to leave any litter on the premises.
	4. Any damage to property must be reported to the Guest Support Manager via Reception at the earlier opportunity
19. **Storage and Personal Property**
	1. Storage of any group kit or other items must be agreed in advance and in writing with the Centre. Due to limitations regarding space, kit storage can only be provided during the duration of your stay and arrangements must be agreed by the group organiser for timely collection.
	2. All guests must not store personal items in changing rooms. Lockers are available but should be vacated of all belongings overnight. The Centre does not accept liability for lost or stolen personal belonging.
	3. The Centre reserves the right to forcibly remove any secured padlocks preventing access to or operation of lockers on site, out with the opening hours of the Centre

**GENERAL**

1. **Force Majeure**
	1. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.
2. **Changes to these Terms and Conditions**
	1. The Centre reserves the right to amend these Terms and Conditions at any time and shall provide notice to the Hirer on such occasions. The Hirer is asked to observe any additional notices and signage displayed at the Centre.
3. **Transfer of Rights and Obligations**
	1. The Centre or Hirer shall not transfer their rights and obligations under these terms, sub-let or sub-contract this Agreement to any other party or individual without the express written consent of the other party.
4. **Variation**
	1. Except as set out in these Conditions, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
5. **Waiver**
	1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
6. **Severance**
	1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 14.6 shall not affect the validity and enforceability of the rest of this Agreement.
7. **Third Party Rights**
	1. This Agreement is between the Hirer and the Centre. No other person shall have any rights to enforce any of its terms.
8. **DATA PROTECTION**
	1. Both the Centre and the Hirer will comply with all applicable requirements of the Data Protection Legislation. This Clause 28 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause, **Applicable Laws** means (for so long as and to the extent that they apply to the Centre) the law of the United Kingdom **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
	2. The Centre and the Hirer acknowledge that for the purposes of the Data Protection Legislation, the Hirer is the controller and the Centre is the processor.
	3. Without prejudice to the generality of Clause 28, the Hirer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Centre for the duration and purposes of this Agreement.
	4. Without prejudice to the generality of Clause 28, the Centre shall, in relation to any personal data processed in connection with the performance by the Centre of its obligations under this Agreement:
		1. process personal data on the documented written instructions of the Hirer for the performance of the Agreement, unless the Centre is required by Applicable Laws to otherwise process that personal data. Where the Centre is relying on Applicable Laws as the basis for processing personal data, the Centre shall promptly notify the Hirer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Centre from so notifying the Hirer;
		2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
		3. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
		4. not transfer any personal data outside of the United Kingdom unless the prior written consent of the Hirer has been obtained and the following conditions are fulfilled:
		5. the Hirer or the Centre have provided appropriate safeguards in relation to the transfer;
			1. the data subject has enforceable rights and effective legal remedies;
			2. The Centre complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
			3. The Centre complies with reasonable instructions notified to it in advance by the Hirer with respect to the processing of the personal data.
		6. assist the Hirer, at the Hirer’s cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
		7. notify the Hirer without undue delay on becoming aware of a significant personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons
		8. at the written direction of the Hirer, delete or return personal data and copies thereof to the Hirer on termination of this Agreement unless required by Applicable Laws to store personal data; and
		9. maintain complete and accurate records and information to demonstrate its compliance with this Clause 28 and immediately inform the Hirer if, in the opinion of the Centre, an instruction infringes Data Protection Legislation.
	5. If required by the Centre, the Hirer consents to the Centre appointing software providers as a third-party processor of personal data in order to perform its obligations under this Agreement in relation the administering the booking system and invoicing. the Centre confirms that if entering into any agreements with third party processors it will incorporate terms which are substantially similar to those set out in this Clause 28, which the Centre undertakes will reflect the requirements of the Data Protection Legislation. As between the Hirer and the Centre, the Centre shall remain liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause 28.
	6. Either party may, at any time on not less than 30 days' notice, revise this Clause 28 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).
	7. The details of data processing are:
		1. the subject matter shall be the provision of the Centre’s Facilities and Services to the Hirer;
		2. the duration of processing shall be for the period of this Agreement plus any period from the expiry of this Agreement until deletion of all personal data provided by the Hirer in accordance with the law;
		3. the nature and purpose of the processing shall be that the Centre will process the personal data submitted, stored, sent or received by the Hirer for the purposes of providing the Facilities and Services as outlined further in Clause 28;
		4. the categories of data may include: user IDs, names, dates of birth, email addresses, bank details, medical or accessibility information and other data as further outlined in our Privacy Notice; and
		5. the data subjects are inclusive of the Hirer’s employees, customers, suppliers, subcontractors or any person who transmits data through the Hirer.
	8. In performance of this Agreement the Centre will use the personal data provided to:
		1. provide the Facilities or Services;
		2. process your payment;
		3. contact you in the event of a cancellation, amendment, alteration or refund;
		4. to provide you with information, products or services that you request from us or which we feel may interest you, and to notify you about changes to our services, where you have consented to be contacted for such purposes, but the Hirer may stop receiving these communications at any time by contacting the Centre;
		5. to book accommodation, book individuals onto training courses, and book individuals onto events;
		6. to hold and process medical and accessibility information in relation to course provision when required for the safety of course attendees, or process and store in respect of our Facilities in the Centre to allow safe provision of facilities;
		7. to process any accessibility information provided if relevant in order to ensure adequate Facilities are provided for individuals;
		8. to process email addresses or other contact details to provide marketing or communications, request customer feedback only where individuals provide consent for us to carry out this type of activity;
		9. to share photos/videos on our websites, social media and sportscotland publications if you have given us consent to take photos/videos of you;
		10. to analyse customer booking trends for business and financial planning purposes; and
		11. to provide workshop provision, delivery and tracking and providing workshops for individuals and arranging sport educators to deliver such workshops, and tracking workshops that have been delivered.
	9. The Centre will only give your personal information to other third parties where required by law.
	10. The Centre will maintain complete and accurate records and information to demonstrate its compliance with this Clause 28.
9. **Entire Agreement**
	1. These Terms and Conditions and any documents referred to in them, including for the avoidance of doubt the Group Contract, constitute the whole Agreement between the Hirer and Trust Company and supersedes any previous arrangement, understanding or agreement between us relating to the subject matter they cover.
10. **Governing Law**
	1. This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Scotland.
11. **Jurisdiction**
	1. Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.