



**sportscotland national training centre Inverclyde**

## **Event and Group Bookings – Terms and Conditions**

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**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 (“**Trust Company**”).

The Trust Company is a subsidiary of The Scottish Sports Council trading as ‘**sportscotland**’, established by Royal Charter (RC000546) and having its Principal Office at The Doges, Templeton on the Green, 62 Templeton Street, Glasgow, G40 1DA.

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

**You must read these Terms and Conditions carefully prior to proceeding with your booking. By proceeding with your booking and paying the Deposit, you accept these Terms and Conditions.**

**[YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSES 4 THROUGH TO 9 AND CLAUSE 14.](#)**

**How to contact us:** You can contact us by telephone on [01475 674666](tel:01475674666), by email at [inverclydeenquiries@sportscotland.org.uk](mailto:inverclydeenquiries@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.

## **1. INTERPRETATION**

### **1.1. Definitions**

<b>“Agreement”</b>	means these Terms and Conditions and the Event Form;
<b>“Centre”</b>	means the premises at <b>sportscotland</b> Inverclyde National Sports Training Centre, Burnside Road, Largs, Ayrshire, KA30 8RW as owned by <b>sportscotland</b> ;
<b>“Commencement Date”</b>	has the meaning given in Clause 3.2;
<b>“Data Protection Legislation”:</b>	The UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); <b>Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures</b> shall be as defined in the Data Protection Legislation;
<b>“UK Data Protection Legislation”:</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

<b>“Equipment”</b>	means any sports, information technology, electrical or tangible equipment held within the Facilities or forming part of the Services;
<b>“Event” or “Events”</b>	means residential or non-residential gatherings with a predetermined plan requiring consultation with the Trust Company at the Centre, other partners or services and may involve spectators. Events include but are not limited to conferencing and competitions;
<b>“Event Form”</b>	means the document electronically issued by the Trust Company to the Hirer containing the booking details and price;
<b>“Facility” or “Facilities”</b>	means the venues and areas available at the Centre for booking. A full list of Facilities can be found at <a href="https://nationalcentreinverclyde.org.uk/">https://nationalcentreinverclyde.org.uk/</a> ;
<b>“Intellectual Property Rights”</b>	patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>“Residential groups”</b>	means bookings that require overnight accommodation together with Facility and Service requirements. This includes but is not limited to residential sports training requirements; and
<b>“Service” or “Services”</b>	means services provided by the Trust Company at the Centre those being catering, sports coaching and fitness coaching.

## 1.2. Interpretation

- 1.2.1. 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.
- 1.2.2. 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.
- 1.2.3. A reference to **writing** or **written** includes email.

## 2. BOOKING PROCESS

- 2.1. The Event Form constitutes the offer by the Hirer to purchase Facilities or Services from the Trust Company in accordance with these Terms and Conditions.
- 2.2. Any descriptive matter or advertising issued by the Trust Company, and any descriptions or illustrations contained in the Trust Company's catalogues or brochures, 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.
- 2.3. 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.
- 2.4. Any price quotation given by the Trust Company shall not constitute an offer.

## 3. PAYMENT AND DEPOSIT DETAILS

- 3.1. All amounts payable by the Hirer under this Agreement are exclusive of amounts in respect of value added tax chargeable from time to time ('VAT'). Where any taxable supply for VAT purposes is made under this Agreement by the Trust Company to the Hirer, the Hirer shall, on receipt of a valid invoice inclusive of VAT from the Trust Company, pay to the Trust Company such additional amounts in respect of VAT as are chargeable on the supply of the Facilities or Services at the same time as payment is due for the supply of Facilities or Services.
- 3.2. The Hirer's booking shall be held as provisional and shall only be deemed to be accepted when the Trust Company receives payment of a non-refundable deposit of 25% of the total booking price (the "Initial Deposit"), on which date this Agreement shall come into existence. Thereafter a form of electronic communication will be provided by the Trust Company to confirm the Hirer's booking.
- 3.3. On receiving the Event Form, the Hirer shall pay in full and in cleared funds:
  - 3.3.1. The Initial Deposit due within 14 calendar days of receipt of the Event Form;
  - 3.3.2. An additional 25% of the total booking price due 90 calendar days prior to the booking arrival date; and
  - 3.3.3. The remaining 50% of the total booking price due 30 calendar days prior to the booking arrival date.
- 3.4. If the booking confirmation date is within:
  - 3.4.1. 90 days from your booking arrival date, then 50% of the total booking price will be due within 14 days from the date the Event Form is issued by the Trust Company.
  - 3.4.2. 30 days from your booking arrival date, 100% of the total booking value will be due on the same day the Event Form is issued by the Trust Company.
- 3.5. The following methods of payment are accepted: -
  - 3.5.1. BACS, please contact the Centre for details and quote your invoice number.

- 3.5.2. Cheque, payable to “**sportscotland**” and sent to the National Sports Training Centre Inverclyde, Burnside Road, Largs, KA30 8RW.
- 3.5.3. Credit/Debit Card details will be accepted for Facilities and Services.
- 3.5.4. Cash is accepted in person at the Centre’s reception.
- 3.6. The Trust Company reserves the right to increase the value of the deposit or cost of Services or Facilities required in certain circumstances concerning the length and overall value of a booking and subject to the Hirer’s consent.
- 3.7. Any additional Facilities or Services booked within 30 days of your booking arrival date or purchased during your visit to the Centre is payable to the Trust Company in full before departure from the Centre.
- 3.8. If the Hirer has a bona fide dispute in respect of the whole or part of the proforma invoice issued, it shall notify the Trust Company 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.
- 3.9. The Hirer should retain copies of all documentation relative to the booking for future reference.

#### **4. HIRER’S RESPONSIBILITIES**

- 4.1. The Hirer shall:
  - 4.1.1. ensure that the information provided in the Event Form is complete and accurate;
  - 4.1.2. co-operate with the Trust Company in all matters relating to the Facilities or Services;
  - 4.1.3. provide the Trust Company with such information and materials as the Trust Company may reasonably require in order to supply the Facilities or Services, and ensure that such information is complete and accurate in all material respects;
  - 4.1.4. comply with all applicable laws; and
  - 4.1.5. comply with any additional obligations as set out in Clause 13 – Rules for Conduct and Behaviour.
- 4.2. If the Trust Company’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’**):
  - 4.2.1. without limiting or affecting any other right or remedy available to it, the Trust Company 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 Trust Company’s performance of any of its obligations;
  - 4.2.2. the Trust Company shall not be liable for any costs or losses sustained or incurred by the Hirer arising directly or indirectly from the Trust Company’s

failure or delay to perform any of its obligations as set out in this Clause 4.2;  
and

- 4.2.3. the Hirer shall reimburse the Trust Company on written demand for any costs or losses sustained or incurred by the Hirer arising directly or indirectly from the Hirer Default.

## **5. HIRER'S RIGHTS - CANCELLATION, REFUNDS AND BOOKING AMENDMENTS**

- 5.1. The Hirer's rights to cancellation, refunds and booking amendments are set out below:
- 5.1.1. To cancel a booking, the Hirer must inform the Trust Company through any written method of communication. It is recommended the following email address is used: - [inverclyde.enquiries@sportscotland.org.uk](mailto:inverclyde.enquiries@sportscotland.org.uk)
- 5.1.1.1. For cancellation more than 90 days in advance of your booking arrival date, the Hirer will receive a full refund minus the Initial Deposit.
- 5.1.1.2. For cancellation 90 days or less in advance of the booking arrival date, there will be no refund.
- 5.2. If the Hirer wishes to make a change to the booking, please contact the Trust Company. The Trust Company 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 Trust Company will notify the Hirer in writing of the change and the Hirer should confirm in writing whether the change should proceed.
- 5.3. Where Clause 5.2 applies, the total booking value may remain the same or increase.
- 5.4. No refunds are applicable, should the following instances occur, at the booking time: -
- 5.4.1. The Hirer does not utilise the booking for the full booking time allotted; or
- 5.4.2. The Hirer only uses part of a Facility or Service.

## **6. TRUST COMPANY'S RESPONSIBILITIES**

- 6.1. The Trust Company shall supply to the Services or Facilities to the Hirer in accordance with this Agreement.
- 6.2. The Trust Company will use all reasonable endeavours to meet the Facility or Service dates specified within the Event Form.
- 6.3. The Trust Company warrants to the Hirer that the Services or Facilities will be provided using reasonable care and skill.

## **7. TRUST COMPANY'S RIGHTS**

- 7.1. The Trust Company, 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.
- 7.2. The Trust Company reserves the right to transfer a booking to another suitable Facility subject to availability.
- 7.2.1. In both instances of Clause 7.1 and 7.2, the Trust Company will use its discretion to provide a refund in circumstances it deems to be appropriate.
- 7.3. The Trust Company reserves the right to refuse a booking in whole or in part.

## **8. FACILITY AND EQUIPMENT USE**

- 8.1. The Hirer is obliged to ensure any Facilities and Equipment are operated and used in the correct manner.
- 8.2. The Hirer shall be responsible for their participants use of the Facilities and Equipment.
- 8.3. The Hirer must notify the Trust Company immediately if any Facilities or Equipment are not fit for use or become damaged during use.
- 8.4. The Hirer is obliged to indemnify the Trust Company 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.
- 8.5. 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**

- 9.1. The restrictions on liability in this Clause 9 apply to every liability arising under or in connection with this Agreement including liability in contract, delict (including negligence), misrepresentation, restitution or otherwise.
- 9.2. Neither party may benefit from the limitations and exclusions set out in this Clause 9 in respect of any liability arising from its deliberate default.
- 9.3. Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:
  - 9.3.1. death or personal injury caused by negligence; and
  - 9.3.2. fraud or fraudulent misrepresentation.
- 9.4. Nothing in this Clause 9, shall limit the Hirer's payment obligations under this Agreement.
- 9.5. The Trust Company shall not be held liable for:
  - 9.5.1. any losses which are not caused by either a breach of these terms, non-compliance with duties under applicable legislation or negligence of the Trust Company in providing the Services or Facilities;
  - 9.5.2. 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;
  - 9.5.3. any loss of, or damage to, property, vehicles or tangible items left at the Centre; or
  - 9.5.4. any third-party loss or liability incurred as a result of any cancellation or use of the Facilities.
- 9.6. Without prejudice to any rights or remedies of the Trust Company, the Hirer shall be liable and indemnify the Trust Company against all proceedings, actions, suits, claims, demands, losses, charges, costs and expenses which the Trust Company 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.

- 9.7. 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.
- 9.8. Specifically, the Hirer shall maintain in force for the duration of this Agreement:
  - 9.8.1. 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 Trust Company; and
  - 9.8.2. the policy or policies of insurance referred to in Clause 9.8.1 shall be shown to the Trust Company if requested, together with satisfactory evidence of payment premiums, including the latest premium due thereunder.
- 9.9. The Hirer shall notify the Trust Company of any claim within 7 days from the date that the Hirer notifies their insurance provider of the same.
- 9.10. This Clause 9 shall survive termination of this Agreement.

## 10. DATA PROTECTION

- 10.1. Both the Trust Company and the Hirer will comply with all applicable requirements of the Data Protection Legislation. This Clause 10 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 10, **Applicable Laws** means (for so long as and to the extent that they apply to the Trust Company) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 10.2. The Trust Company and the Hirer acknowledge that for the purposes of the Data Protection Legislation, the Hirer is the controller and the Trust Company is the processor.
- 10.3. Without prejudice to the generality of Clause 10.1, 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 Trust Company for the duration and purposes of this Agreement.
- 10.4. Without prejudice to the generality of Clause 10.1, the Trust Company shall, in relation to any personal data processed in connection with the performance by the Trust Company of its obligations under this Agreement:
  - 10.4.1. process personal data on the documented written instructions of the Hirer for the performance of the Agreement, unless the Trust Company is required by Applicable Laws to otherwise process that personal data. Where the Trust Company is relying on Applicable Laws as the basis for processing personal data, the Trust Company shall promptly notify the Hirer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Trust Company from so notifying the Hirer;



- 10.4.2. 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);
- 10.4.3. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- 10.4.4. not transfer any personal data outside of the European Economic Area unless the prior written consent of the Hirer has been obtained and the following conditions are fulfilled:
  - 10.4.4.1. the Hirer or the Trust Company have provided appropriate safeguards in relation to the transfer;
  - 10.4.4.2. the data subject has enforceable rights and effective legal remedies;
  - 10.4.4.3. the Trust Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
  - 10.4.4.4. the Trust Company complies with reasonable instructions notified to it in advance by the Hirer with respect to the processing of the personal data.
- 10.4.5. 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;
- 10.4.6. notify the Hirer without undue delay on becoming aware of a personal data breach;
- 10.4.7. 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
- 10.4.8. maintain complete and accurate records and information to demonstrate its compliance with this Clause 10 and immediately inform the Hirer if, in the opinion of the Trust Company, an instruction infringes Data Protection Legislation.
- 10.5. If required by the Trust Company, the Hirer consents to the Trust Company 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 Trust Company 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 10, which the Trust Company undertakes will reflect the requirements of the Data Protection Legislation. As between the Hirer and the Trust Company, the Trust Company shall remain liable for all acts or omissions of any third party processor appointed by it pursuant to this Clause 10.

- 10.6. Either party may, at any time on not less than 30 days' notice, revise this Clause 10 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).
- 10.7. The details of data processing are:
  - 10.7.1. the subject matter shall be the provision of the Trust Company's Facilities and Services to the Hirer;
  - 10.7.2. 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;
  - 10.7.3. the nature and purpose of the processing shall be that the Trust Company 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 10.8;
  - 10.7.4. 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
  - 10.7.5. the data subjects are inclusive of the Hirer's employees, customers, suppliers, subcontractors or any person who transmits data through the Hirer.
- 10.8. In performance of this Agreement the Trust Company will use the personal data provided to:
  - 10.8.1. provide the Facilities or Services;
  - 10.8.2. process your payment;
  - 10.8.3. contact you in the event of a cancellation, amendment, alteration or refund;
  - 10.8.4. 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 Trust Company;
  - 10.8.5. to book accommodation, book individuals onto training courses, and book individuals onto events;
  - 10.8.6. 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;
  - 10.8.7. to process any accessibility information provided if relevant in order to ensure adequate Facilities are provided for individuals;

- 10.8.8. 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;
  - 10.8.9. to share photos/videos on our websites, social media and sportscotland publications if you have given us consent to take photos/videos of you;
  - 10.8.10. to analyse customer booking trends for business and financial planning purposes; and
  - 10.8.11. 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.
- 10.9. For more details on how the Trust Company collects and processes your personal data please see the Privacy Notice here: - <https://sportscotland.org.uk/media/3650/general-privacy-notice-sportscotland.pdf>
- 10.10. The Trust Company will only give your personal information to other third parties where required by law.
- 10.11. The Trust Company will maintain complete and accurate records and information to demonstrate its compliance with this Clause 10.

## 11. TERMINATION

- 11.1. Without affecting any other right or remedy available to it, either the Trust Company or the Hirer may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 11.1.1. 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
  - 11.1.2. 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;
- 11.2. Without affecting any other right or remedy available to it, the Trust Company may terminate this Agreement with immediate effect by giving written notice to the Hirer if:
- 11.2.1. the Hirer fails to pay any amount due under this Agreement on the due date for payment;
  - 11.2.2. there is a change of control of the Hirer;
  - 11.2.3. 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
  - 11.2.4. 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.
- 11.3. Without affecting any other right or remedy available to it, the Trust Company may suspend the supply of Services or Facilities under this Agreement or any other

contract between the Hirer and the Trust Company 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 11.2.1 to 11.2.4, or the Trust Company reasonably believes that the Hirer is about to become subject to any of them.

- 11.4. On termination of this Agreement the Hirer shall immediately pay to the Trust Company all of the Trust Company's outstanding unpaid invoices and interest and, in respect of Services or Facilities supplied but for which no invoice has been submitted, the Trust Company shall submit an invoice, which shall be payable by the Hirer immediately on receipt.
- 11.5. 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.
- 11.6. 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.

## **12. NOTICES**

- 12.1. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by prepaid first class post or other next working day delivery service at its registered office or its principal place of business; or sent by email to the address specified these Terms and Conditions.
- 12.2. Any notice or communications shall be deemed to have been received:
  - 12.2.1. if delivered by hand or on signature of a delivery receipt;
  - 12.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second Business Day after posting or at the time recorded by the delivery service; or
  - 12.2.3. if sent 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 12.2.3 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.
- 12.3. 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.

## **13. RULES FOR CONDUCT AND BEHAVIOUR**

### **Wellbeing and Protection: Children and Young People**

- 13.1. The Trust Company expects the same level of care to be taken by the Hirer as set out in our own policy for the Wellbeing and Protection of Children and Young People. The Hirer is obliged to adhere to these standards.

### **Zero Tolerance of Inappropriate Behaviour**

- 13.2. 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.

- 13.3. The Trust Company reserves the right to ask any Hirer or participants to leave the Centre immediately if there is a breach of Clause 13 or Trust Company staff deem any behaviour to be inappropriate or unacceptable.

#### **Parental or Guardian Consent**

- 13.4. The Hirer must ensure they hold signed parental or guardian consent forms, if applicable, for all relevant participants in their group.

#### **Qualifications**

- 13.5. The Hirer must ensure that the appropriate qualifications have been obtained to coach or instruct a sporting activity. The Centre reserves the right to ask the Hirer to provide evidence of any coaches, leaders or instructors qualification(s) at any time (including at the time of booking allotted).
- 13.6. The Hirer must be present during the entire booking time allotted.
- 13.7. 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.

#### **Incidents and Emergencies**

- 13.8. 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.
- 13.9. To report an incident please use the telephone number: - 01475 674666.

#### **Capacity**

- 13.10. The Hirer is obliged to ensure the maximum capacity of a Facility as specified by the Trust Company is not exceeded. Maximum capacity at each Facility can be found at [www.nationalcentreinverclyde.org.uk/](http://www.nationalcentreinverclyde.org.uk/)

#### **Booking Time**

- 13.11. The time allotted to a Facility booking includes the set-up, installation, disassembly and removal of any equipment.

#### **Exclusive Use**

- 13.12. The Hirer may book exclusive use of any or all Facilities subject to the Trust Company's prior written approval and subject to availability.

#### **Restrictions of use**

- 13.13. Smoking is only permitted within the designated areas at the Centre.
- 13.14. With the exception of support dogs, animals are not permitted within any of the Facilities at any time. All dogs at the Centre must be kept on a leash and use designated toileting area(s).

#### **Equipment Change**

- 13.15. Occasionally, equipment will have to be changed between bookings. Although this will be done as quickly as possible by Centre staff, the Hirer's co-operation is appreciated if slight delays do occur.

#### **Health and Safety**

- 13.16. At no time should the Hirer or their participants proceed to move, assemble or dismantle any equipment.
- 13.17. The Hirer must follow all applicable Health and Safety notices displayed at the Centre.
- 13.18. In the interests of safety, only emergency Trust Company, kit or disability vehicles are permitted access to the grass, outdoor 3G and Weir 3G pitches. Access to these areas is available along the footpaths.

#### **Conduct**

- 13.19. Appropriate footwear should be used in each area. Please comply with Centre signage.
- 13.20. No publicity material may be affixed to any Facility without written consent.
- 13.21. The Hirer and their participants should take the greatest care not to leave any litter on the premises.
- 13.22. Any damage to property must be reported to the Guest Support Manager.

#### **Personal Items**

- 13.23. The Hirer and their participants are strongly advised not to leave any personal belongings in any of the changing areas or overnight in the lockers.
- 13.24. The Centre reserves the right to forcibly remove any secured padlocks preventing access to or operation of lockers on site, outwith the opening hours of the Centre.

#### **Food and Drink**

- 13.25. Food and drink are subject to restrictions in certain areas, please refer to Centre staff for details. Common sense should be used in activity areas.
- 13.26. The Centre is a licensed premise and legal restrictions apply. Only alcohol purchased at the Centre can be consumed within designated areas.

#### **Transparency**

- 13.27. Nominated sportscotland staff have the right to visit groups at any time.
- 13.28. It would be desirable to make available to parents information about the group's activities and the qualified group leaders or supervisors involved.

### **14. GENERAL**

#### **Force Majeure**

- 14.1. 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.

#### **Changes to these Terms and Conditions**

- 14.2. The Trust Company 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.

#### **Transfer of Rights and Obligations**

- 14.3. The Trust Company 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.

#### **Variation**

- 14.4. 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).

#### **Waiver**

- 14.5. 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.

#### **Severance**

- 14.6. 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.

#### **Third Party Rights**

- 14.7. This Agreement is between the Hirer and the Trust Company. No other person shall have any rights to enforce any of its terms.

#### **Anti-Bribery and Anti-Corruption**

- 14.8. The Trust Company shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010.

#### **Entire Agreement**

- 14.9. These Terms and Conditions and any documents referred to in them, including for the avoidance of doubt the Event Form, 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.

#### **Governing Law**

- 14.10. 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.

#### **Jurisdiction**

- 14.11. 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.