

**sport**scotland national training Centre Inverclyde

**Booking including block booking – Terms and Conditions**

**Acceptance of these Terms and Conditions constitutes a contract between you and sportscotland.**

Your membership is conditional upon the adhering of these Terms and Conditions and all other rules and regulations made by us from time to time.

# Information about us and Contact Details

**Who we are?** These “**Terms and Conditions**” form the contract between you.(“**the Hirer**” or “**you**”) 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 (“**sportscotland**”, “**we**” or “**us**”).

# The Trust Company is a trading company who are controlled by 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. VAT Registration Number 592995276.

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

**How we may contact you:** If we have to contact you, we will do so by telephone or by writing to you at the email address you provided to us in your application.

**“Writing” includes emails**. When we use the words “writing or written” in these terms, this includes emails.

# Booking and Confirmation

# Bookings are made and confirmed upon receipt of payment in full for the chosen facility.

# Block bookings are made upon receipt of a block booking request form and confirmation of booking is provided in writing to the hirer by a member of the centre staff team.

# Access is only granted to facilities within the timeslots booked by the hirer.

* 1. Bookings for facilities, including block bookings, are subject to these terms and conditions of booking.
	2. No refunds are applicable, should the following instances occur:-
* The Hirer does not complete the booking for the full booking period or
* The Hirer only uses part of a facility they have booked
	1. The Centre reserves the right to refuse a booking in whole or in part.
1. **General rules of booking**

* 1. The hirer must provide a sufficient number of competent coaches and supervisors which in the opinion of the Centre are considered necessary. This will take into account the nature of the activity and number of people involved.
	2. Occasionally, equipment will have to be changed between bookings. This will be done as quickly as possible by Centre staff. Court and pitch booking times include any necessary setting up of equipment. The group’s co-operation will be appreciated if slight delays do occur.
	3. Subletting of facility hire is not permitted. All bookings are between the centre and the named hirer.
1. **Health & Safety**
	1. Prior to the start of each booking the hirer should satisfy themselves that the Centre’s facilities and equipment are suitable and safe for use. Any concerns should be reported to the Guest Support Manager immediately. The Centre and Trust Company will accept no responsibility if this condition of booking is not followed.
	2. At no time should any customer proceed to move, assemble or dismantle any equipment supplied by the Centre.
	3. In the event of any incident or emergency please report this either in person or by telephone to the Centre’s reception. An incident form will require to be completed.
	4. The hirer must satisfy themselves that they have adequate first aid provision for the activity taking place.
	5. 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.
	6. The hirer must familiarise themselves with and follow all applicable Health and Safety notices displayed in the facilities.
	7. In the interests of our customers’ safety, only emergency, **sport**scotland or disability vehicles are permitted access to the grass pitches, Outdoor 3G and Indoor 3G. Access to these areas for all other customers is along the footpaths.
	8. The hirer and all members within their group are expected to conduct themselves in a safe and appropriate way having due regard for other facility users and staff.
2. **Conduct and Damage**

* 1. The hirer is answerable for their members’ conduct whilst using the Centre.
	2. All users are requested to take every care of the Centre’s facilities and equipment. Any damaged equipment will be subject to a replacement charge except in the case of fair wear and tear. The Centre will have the final decision as to whether or not a charge is to be made.
	3. Appropriate footwear should be used in each area. Please comply with Centre signage.
	4. All users of the Centre should take the greatest care not to leave any litter on the premises.
	5. Smoking is only permitted in the designated areas provided on site. Smoking in or near buildings is strictly prohibited.
	6. Animals, with the exception of assistance dogs, are not permitted within any of the facilities at any time.
	7. Any dogs on site must be kept on a leash and use designated toileting area(s)**.**
	8. No publicity material may be affixed to any facility without the prior written consent of the Guest Support Manager.
1. **Zero Tolerance or Inappropriate Behaviour**
	1. The Hirer will be held responsible for the supervision, conduct and discipline of all the participants within their group. If Centre staff deems any behaviour to be inappropriate, the Centre reserves the right to ask users to leave the facilities and the premises immediately.
2. **Cancellations**
	1. The Centre reserves the right to cancel or transfer facilities. It cannot guarantee occupancy of the same facility for the duration of a block booking, and it is the hirer’s responsibility to inform its members of any changes to location or cancellation. As a residential sports training centre - all residential bookings take priority and as such this may impact on availability of sports facilities and result in unavoidable cancellation of bookings.
	2. The Centre will make every effort to fulfil all bookings. Cancellations may be necessary on occasions due to circumstances beyond the Centre’s control, such as adverse weather.
	3. In adverse weather conditions, the Centre will determine playability of any outdoor surfaces and areas. In the event of cancellation by the Centre, we will make all reasonable attempts to notify the hirer in advance and provide an alternative facility at no additional cost. If a suitable alternative cannot be provided, the customer will not be required to pay for the facility.
	4. The Centre will not be held liable or be required to pay compensation for any loss incurred as a result of the cancellation.
	5. **Bookings (paid at the time of booking) –** The hirer will not be refunded for the facility booked, whether it has been used or not, unless a minimum of **24 hours' notice of cancellation** has been given.
	6. **Block Bookings** - The hirer will be charged for the facility booked, whether it has been used or not, unless a minimum of **7 days notice of cancellation** has been given.
3. **Invoice Payments (Block Bookings Only)**

* 1. Invoices will be sent out to block booking customers at the end of each month. The balance, as detailed on the customers invoice, should be paid within 14 days of its receipt.
	2. The hirer must ensure that Inverclyde staff are informed of any alterations to a booking,prior to the booking taking place. Failure to inform staff in advance may result in our inability to accommodate changes. Any changes, not communicated in advance, which would have resulted in a reduced charge, will be charged at the full original price.
	3. A block booking will not be deemed to be cancelled until the Centre has received written notification from the hirer.
	4. Any client with outstanding amounts, beyond 14 days after receipt of invoice, will have future credit facilities removed and may not be given access to facilities until their account balance is cleared. Subsequent bookings will require prepayment to confirm bookings.
	5. Any queries over billing must be raised within 7 days of receipt of the invoice being received.
1. **Personal Items and Equipment**
	1. The Centre does not accept liability for loss of, or damage to personal property or items placed or left at the Centre. Customers are strongly advised not to leave any personal belongings in any of the changing areas or overnight in the lockers.
	2. The centre reserves the right to forceably remove any secured padlocks preventing access to or operation of lockers on site, out with the opening hours of the centre.
	3. No equipment should be stored onsite without the express written permission of the Guest Support Manager. Any requests to store equipment will be considered on a case-by-case basis. The centre’s decision will be final.
	4. The centre does not accept any liability for loss of, or damage to equipment being stored onsite. The hirer should note that this includes any instances out with the centres control such as theft, fire, flooding, building structure failure or any other damage caused to equipment whilst in storage. The hirer should therefore take all reasonable measures to protect their equipment.
	5. Any agreed equipment being stored on site should be stored responsibly with the safety of staff and/or other centre users in mind. Failure to do so may result in the centre’s refusal to store equipment in the future.
2. **Food and Drink**
	1. 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. Café/bar restrictions apply
3. **Liability and Insurance**
	1. The Centre accepts no liability for any loss or damage occurring from the use of the Facilities, Activities and Services or for loss of, or damage to, property or items left at the Centre. The Centre will not be held liable or be required to pay compensation howsoever incurred as a direct or indirect result of any cancellation including but not limited to any third-party loss or liability incurred. Nothing in these Terms and Conditions shall exclude or limit sportscotland’s liability for death or personal injury caused by sportscotland’s negligence, the negligence of its employees or agents or for fraudulent misrepresentation or any other liability that cannot be excluded or limited by applicable law.
	2. You are responsible for ensuring that you correctly operate or use any facilities and/or equipment.
	3. You must notify staff immediately if any Facilities and equipment become damaged during use. Any deliberate or negligent damage of the Facilities and/or equipment by customers will be subject to a full like for like replacement charge and any associated costs.
4. **How we may use your personal information**

# For further information on how we process your personal information, please see the Privacy Notice on our website: <https://sportscotland.org.uk/media/4932/general-privacy-notice-amended-31719.pdf>

# We will use the personal information you provide to us to:

1. Provide the services for the performance of this contract.
2. Process your payment for such services; and
3. If you agreed to this during the application process, to inform you about similar products and services that we provide, but you may stop receiving these communications at any time by contacting us.

# We will only give your personal information to third parties where the law either requires or allows us to do so.

# For Photography and Videography, please see the separate Consent Form detailing how we process personal data.

1. **Other Important Terms**

# Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

# If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

# Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by Scottish Law, and you can bring legal proceedings in respect of the services in Scottish courts.

# Should you be dissatisfied with any aspect of your membership or services received, please contact the Guest Support Manager in the first instance to discuss. If you remain dissatisfied, please consult our Complaints Policy for further information: - <https://sportscotland.org.uk/complaints/>.

1. **Agreement**

I, the undersigned, have read, understood and agree to these terms and conditions.

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| --- | --- | --- | --- |
| Signature |  | Date |  |