

**sport**scotland national training centre Inverclyde

**Booking – Terms and Conditions (inc block bookings)**



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

**Introduction**

**What these terms cover.** These are the Terms and Conditions on which we supply booking customers, access to our facilities (including block bookings).

**Why you should read them.** You must read and agree to the following Terms and Conditions before you can become a block booking customer at **sport**scotland's National Centre Inverclyde and/or wish to block book facilities in advance of making payment.

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

Your status as a block booking customer is conditional upon the adhering of these Terms and Conditions and all other rules and regulations made by us from time to time. These Terms and Conditions are to be read together with your block booking application form (if applicable).

Information about us and Contact Details

**Who we are.** These “**Terms and Conditions**” form the contract between you(“**the Member**” 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.

**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 or postal 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.

# Confirmation and Conditions

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

# Block bookings are made on receipt of a signed application form and are subject to these Terms and Conditions of Booking.

# Access is granted only to facilities booked by the group. Access onto booked facilities is only granted within the times booked by the group. A fifteen-minute grace period may be granted before and after booking periods where facility availability allows. If required other facilities are bookable upon request, subject to availability.

* 1. Access to the Inverclyde fitness suite is permissible to gym members only.
	2. Any bookings, which are made for facilities at Inverclyde, are subject to **sport**scotland’s enclosed code for the protection of young people under 18 and vulnerable adults.
	3. 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, Activity or Service
	1. The Centre reserves the right to refuse a booking in whole or in part.
1. **Restrictions of use**

* 1. Smoking is permitted only in the designated areas provided on site. Smoking in or near buildings is strictly prohibited.
	2. Animals, with the exception of assistance dogs, are not permitted within any of the facilities at any time.
	3. Any dogs on site must be kept on a leash and use designated toileting area(s)**.**
	4. 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.
	5. No publicity material may be affixed to any facility without the prior written consent of the guest support manager.
	6. Subletting of facility hire is not permitted. All bookings are between the Inverclyde centre and the named hirer.
1. **Procedures**
	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 council and Trust Company will accept no responsibility if this condition of booking is not followed.
	2. In the event of any incident or accident please report this, via phone call to reception on 01475674666. An accident/ incident form will require to be completed for any accident or incident occurring on site. **In the event of an emergency the emergency services should always be called in the first instance on 999**.
	3. Occasionally, equipment will have to be changed between bookings. Although this will be done as quickly as possible by Centre staff, the group’s co-operation will be appreciated if slight delays do occur. Court booking times include any necessary setting up of equipment.
2. **Health & Safety**
	1. At no time should any customer proceed to move, assemble or dismantle any equipment supplied by the Centre.
	2. Bookees must familiarise themselves and follow all applicable Health and Safety notices displayed in the facilities.
	3. 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.
3. **Conduct and Damage**

* 1. Group organisers are 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 equipment which is damaged 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.
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 unavoidable cancellation of booking dates.
	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. If the booking has been made within the 24 hours cancellation period then no refund will be 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. If the booking has been made within the 7 day cancellation period then no refund will be given. If the hirer or group do not fulfil a booking, without prior notice of cancellation being provided the hirer will be charged the full cost of the facility hire.
3. **Invoice Payments (Block Bookings Only)**

* 1. Account statements will be sent out to block booking customers at the end of each month. The outstanding balance of accounts as detailed on the customers statement should be paid within 14 days of receipt of the statement.
	2. The hirer must ensure that Inverclyde staff are informed of any alterations to a booking **7 days** prior to the booking taking place, or the full charge will be incurred.
	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 statement, 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 statement 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 Customer Services Manager or 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. **Alcohol**
	1. The Centre is a licensed premise, restrictions apply in line with current legislation. Only alcohol purchased on site can be consumed within designated licenced areas.
4. **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.
5. **How we may use your personal information**
	1. 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
	2. We will use the personal information you provide to us to:
6. Provide the services;
7. Process your payment for such services; and
8. 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.
	1. We will only give your personal information to third parties where the law either requires or allows us to do so.
9. **Covid-19**

The below terms have been added in the interest of reducing the risk of Covid-19 infection to our staff and customers.

* 1. Hirers are encouraged to make all booking requests or amendments via phone, email or post in order to reduce unnecessary contact with sportscotland staff and other customers.
	2. Hirers and participants are encouraged to arrive no more than 15 min prior to booking commencement and must depart promptly from the facility and car park to avoid unnecessary contact with others.
	3. Users of the indoor 3G, outdoor 3G, grass pitches or tennis courts are encouraged to report directly to the facility booked.
	4. Hirers and participants entering the centre must observe one-way systems, social distancing protocols and heightened hygiene protocols which are in place to reduce the risk of infection to our staff and customers
	5. Hirers and participants entering the centre will be required to wear a face covering whilst in circulation. Face coverings are not required to be worn in activity areas.
	6. Hirers and participants are encouraged to arrive dressed to participate in their activity.
	7. Hirers are encouraged to come equipped with all equipment required for their booking. No equipment will be supplied by the centre at this time unless otherwise agreed in advance at the time of booking.
	8. Hirers must maintain a “Test and Protect Attendance Register” for each booking their group attends which must include each participant’s, name, number, arrival time and departure time. Register templates are available for collection in; the sports hall, the indoor 3g and the outdoor Pavilion. Specific test and protect arrangements will be provided to the hirer upon confirmation of booking. For further information please contact us by email on inverclyde.enquiries@sportscotland.org.uk
	9. All payment must be made through a cashless transaction either over the phone or via bacs transfer. No payment will be taken in cash.
1. **Other important Terms**
	1. You need our consent to transfer your rights to someone else. You may only transfer your rights or obligations under these terms to another person if we agree to this in writing. We may not agree if a different price would apply or the person does not meet the requirements to use the service.
	2. Nobody else has any rights under this contract.This contract is between you and us. No other personnel shall have any rights to enforce any of its terms.
	3. 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.
	4. 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.
	5. Please use our contact address if you wish to make any complaints about these services or if you wish to receive further information on our complaints handling process. If you are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider. In such circumstances, we will provide contact details of an alternative dispute resolution provider and if you are not satisfied with the outcome of either process you can still bring legal proceedings.
2. **Agreement**

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

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_