

GALLEON CENTRE

CONDITIONS OF HIRE

Version 24.0

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GALLEON CENTRE

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1. EXECUTIVE SUMMARY

The purpose of these conditions, is to ensure that the Kilmarnock Leisure Centre Trust T/A the Galleon Centre meets its responsibilities as detailed in the Deed of Trust. The conditions are in place to ensure that the Centre and hiring organisations are operating in compliance with our duties to safeguard the safety and wellbeing of our community whilst promoting Sport, fitness and leisure in East Ayrshire and surrounding areas.

Hiring Organisations will need to demonstrate that they have valid qualifications, appropriate insurances, and policies in place with reference to their legal obligations to protect the welfare of children and vulnerable groups.

2. INTERPRETATION

- “Agreement” shall mean the agreement for hiring, signed by on or behalf of both the Centre and the Hirer
- “Centre” means The Galleon Centre and any authorised manager that has delegated responsibility of relevant duties
- “Trust” means the Kilmarnock Leisure Centre Trust
- “Hirer” means the person or persons signing the agreement of the Company, Organisation on whose behalf the agreement is signed
- “Clubs” means any organisation approved by the Management team
- “Hire Period” means that period during which one or more bookings have been made and confirmed; the time period on each occasion also includes setup and set down of equipment
- “Manager” includes General Manager, Deputy General Manager, Operations Manager and Duty Manager.
- “Major event” is defined as any event that excess a hire period of 4 hours excluding a Swimming Pool Gala or event

3. HIRER'S RESPONSIBILITY

The Terms and Conditions of Hire as set out in this document shall remain enforceable for the duration of the hire period. Should the hirer cease to work for the Hiring organisation or club, the Centre management should be informed. A new hirer will be put in place by the hiring organisation or club. Failure to do so may result in cancellation of the booking.

4. CORRESPONDENCE

All correspondence should be addressed to the Admin Office of The Galleon Centre <AdminOffice@galleoncentre.com>

5. BOOKINGS

All applications for a hire agreement must be made using the appropriate booking forms available online or by request to adminoffice@galleoncentre.com. Agreements applications must be made 14 days in advance where possible. Bookings are not guaranteed and are subject to change. Agreements will only be deemed valid once written or electronic confirmation has been sent. Hiring organisations and Clubs are responsible for the timely application for a hiring agreement.

6. VENUE and SUB-LETTING

The Hirer should detail the facility they wish to hire in their application form. The Hirer is not allowed to sub-let any part of the facility they have hired.

7. ICE SPORTS – ADDITIONAL CONDITIONS

It is the responsibility of the home team/club to ensure that they have sufficient stewards available to always provide the players and officials with a clear passageway between the dressing rooms and ice surface. The stewards should wear a luminous coloured bib or jacket in order that they are easily recognised by the match officials, players and members of the public.

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No one, other than the competing teams, their off-ice coaching staff or the match officials should be allowed near or in the dressing room areas. There will be occasions when this rule is not enforced. i.e. a child participating in the game/training requesting assistance from their parent/guardian but the parent must be accompanied on these occasions if other children are in the same dressing room.

The hiring club must work closely with the Galleon Management and its staff to ensure that the players and officials are fully protected at all times and that the Management team is able to implement control measures as required by our Health and Safety Policy.

The Galleon Centre accept no liability or responsibility for any injuries received during the period of hire whether it is competitive/ non-competitive game time or training.

The Galleon Centre strongly recommends that the hirer ensures all club members, participants, players and anyone else involved in the event has the appropriate personal insurance through the governing body for the sport and is registered with that governing body.

Changing Rooms

On arrival at the venue the away team manager must contact the home team or Galleon Reception staff to find out what dressing room they have been allocated. The manager will be given a key from the Ice Staff/Home Team.

The team manager (home or away) will be responsible for opening and closing the changing room door during the course of the game including access to any injured player or one who has been ejected from the game.

Where a player has been sent off, the team manager (home or away) must meet him at the side of the rink and ensure that he goes directly to the dressing room and remains there.

~~Wilful malicious damage to property will result in the guilty party being reported to the Scottish Ice Hockey Association (SIHA) for disciplinary action which may result in a ban from the Galleon Centre. If there is a breach of legislation in the damage, in certain circumstances the Galleon Centre may inform the police for further action to be taken.~~

Players Ejected From Games

Where a player has been sent off by the referee and escorted to the side of the ice rink by a linesman, he will be met by the team manager (home or away) or a steward appointed by the team manager and escorted to his changing room and ensures he must remain there.

Any player who does not go directly to the dressing room and becomes involved with members of the public or causes the game to be further delayed will be instructed to get changed and will then leave not only the ice rink but the Galleon Centre. The team manager will be responsible for this person once he has left the Galleon Centre, this could also result in a short/long term ban from the Galleon Centre and this will be reported to the Scottish Ice Hockey Association for discussion.

Supporters or Members of the Public attending Ice Hockey Games

Any supporter or member of the public shall not behave in a disorderly manner or disobey any instruction by the Manager or his representative. All Conditions of Hire, Special Events, Extended Let Booking Forms and the Rules and Conditions of Use of the Galleon Centres Facilities will be strictly adhered to.

Any supporter or member of the public visiting the Galleon Centre must obey the instructions of any steward, member of staff or management. Failure to do so will result in a request to leave the premises. No refund will be permitted under these circumstances.

8. HIRING FEES

A deposit may be required for hire of equipment from the Centre. The Centre reserves the right to alter charges without notice up to the time of confirmation of the booking by the Centre. The Trust reviews prices on an annual basis and price changes are generally effective as of the 1st of April every year. Interim price changes may be introduced at the discretion of the Trust.

9. ADMISSION

- Maximum occupancy numbers are in place for different facilities within the Centre as detailed below. These numbers should not be exceeded under any circumstances.
 - Swimming Pool: 100
 - Ice rink: 250 + 160 spectators
 - Bowling Hall: 195
 - Games Hall: 108
 - Creche: 20
 - Cordwainer Bar: 70
 - Parties
 - Soft Play Party: 40 children plus 20 adults
- Admission charges are applicable for those attending an event or hire for those that do not have a membership of the Centre with exception to Birthday parties.
- Coaches and volunteers working with the Hiring organisation or club will need to provide evidence of the same or will be subject to admission charges.

Management reserves the right to refuse admission of any person or may require any person to leave the Centre without giving a reason to do so, whether or not that person is a Coach, Volunteer, member of spectator of the event.

10. PAYMENT

Payment shall be made as follows:

- Payments will be made in full on the day of the booking, unless agreement has been made with the Centre to invoice the Hirer on a monthly basis. Birthday party bookings will need to be paid for at the time of booking.
- Payment must be made within 30 days of receipt of the invoice. All payments due from invoices must be paid by BACS (bank details on invoice), cash/card/cheque at reception/post or by phone.
- Late payment charges of 5% will be applicable 7 days after reminder letter is sent (usually sent 30 days from date of invoice). Thereafter, late payment surcharge of 5% will be added every month this the amount due is cleared.

Recurring instances of late payment by a Hiring organisation or Club may lead to cancellation of agreements and Management reserves the right to refuse future applications for hire agreements.

11. CANCELLATION BY THE HIRER

CANCELLATION MUST BE MADE IN WRITING AT LEAST 8 DAYS IN ADVANCE OF BOOKING.

In the event of the Hirer cancelling within the 7-day rule or failing to take up any booking period the charge shall remain due, but if the booking is re-let, then the Manager at his discretion may return up to 80% of the charge for that period. Please note that The General Manager may use management discretion in the event of a cancellation within the 7-day period considering the nature of the hire period and the reasons that caused the cancellation.

12. CANCELLATION BY THE CENTRE

- The Centre reserves the right to cancel any booked period or hire period and to end any hire period during it.
- The Hiring fee already paid in respect of any period cancelled or terminated as noted above will be refunded.

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- The Centre will not be liable for any incidental costs including travelling costs, accommodation, fuel expenses etc. incurred by those attending the event due to its cancellation.
- The use of certain facilities may be limited, amended or prohibited during the hire at any time and for whatever reason.

13. EQUIPMENT HIRE

The Hirer should detail any equipment that they wish to hire in the applicable section in the booking form. Charges may be applicable for the hire of the equipment. If the equipment is not available, the Hirer may with the permission of the Manager bring in their own equipment in which case the equipment will be the sole responsibility of the Hirer (refer to section 15)

14. DAMAGE TO OR LOSS OF PROPERTY

Unless caused by negligence of the Centre, the Centre accepts no liability for damage to, or loss of, any property or articles or things whatsoever, placed or left in the Centre, by any Organisation/club, or member of any Organisation/club, or any individual attending an event or booking made by any Organisation/club.

15. DAMAGE CAUSED

The Hirer shall on demand pay to the Centre, the reasonable amount incurred by the Centre in repairing or replacement as appropriate together with an administration fee of 10% of the repair and replacement cost of, any damage to the fixtures, fittings, apparatus, equipment, furniture, or other contents thereof, by a person participating at the invitation of the hiring organisation or Club in the use of the Centre. The Centre whose decision shall be final will certify the amount of such damage.

16. PORTABLE ELECTRICAL APPLIANCES

No portable electronic equipment shall be brought to the Centre without the prior written permissions from a Manager. Any such equipment will be PAT tested by a maintenance engineer from the Centre.

17. INDEMNITY

The Hirer shall indemnify and keep indemnified the Centre against all claims, demands, actions or proceedings in respect of death of, or injury without limit to any person or damage to property belonging to any person during the course of, or in consequence of the hiring unless caused by the Centre's negligence.

18. INSURANCES

- The Hirer will need to have at all times appropriate level of insurance cover, to cover loss of or damage to property (whether the Centre's or belonging to an individual) and injury or death of any person caused by the Hirer's negligence during the hiring period or connection with it.
- The Hirer is notified that the Centre's insurance may not cover property brought on to premises in respect of fire, theft, loss or any other damages.
- The Hirer should make separate arrangements in respect of above noted matters. The Centre reserves the right to require the Hirer to provide suitable evidence of insurance coverage whilst applying for a hiring agreement.

19. SAFEGUARDING

The Hirer should have appropriate safeguarding policies and officers in place, if they provide services to children below the age of 18 and vulnerable adults.

20. FIRST AID INCIDENT

- In the event of accident, incident and/or injury, the Hirer will at once alert a member of the staff of the Centre, who will take the appropriate action.

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- A Hirer may be requested to provide additional first aid cover for larger events; this must be provided by a recognised organisation, e.g. St Johns Ambulance, British Red Cross Society, or valid NPLQ qualifications.
- All first aid treatments, incidents and emergencies must be recorded in accordance with the Company's current procedures.

21. EMERGENCY SCENARIOS and EVACUATIONS

In the event of an emergency scenario including a Fire evacuation, Bomb threat, Power outage or CODE1 (major injury or pool rescue), the Hiring organisation should follow the directions of staff.

22. INFRINGEMENT OF COPYRIGHT

The Hirer shall indemnify and keep indemnified the Centre against all claims, legal fees, damages, demands, action and proceedings in respect of any infringement of copyrights, trademarks, or registered designs, intellectual copyrights by an unauthorised public performance or use of recording apparatus or contrivance at the Centre by the Hirer or his/her agent. The Hirer will not use the Galleon Centre logo on any advertising without the prior written consent of the Manager.

23. BROADCASTING AND FILMING RIGHTS

No Hirer booking the Centre may grant broadcast (sound or television) or filming rights without prior written consent of the Centre. As a prerequisite of consent being given, the Centre reserves the right to take part in any negotiations, to be party to the terms and conditions of any agreement reached and to take all or share any income and publicity derived there from.

24. GRAMOPHONE RECORDS AND PERFORMANCE

The Hirer shall not play or permit to be played gramophone records, compact discs, radios, electronic music files or tape recorders in the Centre, or perform any work, which will infringe the rights of any third party in intellectual property.

The Hirer shall obtain beforehand, and provide a copy to the Manager, all proper licences in respect of such broadcasts or performances. Any unlicensed or unauthorised performance or broadcast that attracts a penalty will be the sole responsibility of the Hirer who will forthwith indemnify and keep indemnified the Centre.

25. PHOTOGRAPHS AND VIDEO RECORDING

- Photography and video recording are not permitted in changing rooms, toilets and interconnecting corridors.
- The Centre believes that in a sporting environment involving children or vulnerable people photography and video recording are not usually appropriate.
- Hirers are required to maintain their own photography policy and will confirm to the Manager that they have systems in place to protect children and vulnerable people.
- The use of photography or video recording equipment is permitted in private bookings at the sole discretion of the hirer (with exception of events with shared access).
- Hirers are requested to bring to the attention of staff any photography which is unauthorised in their opinion.
- The use of social photography or video recording equipment in social areas such as cafes is permitted.
- Customers are requested to take account of the preferences of other customers and staff when taking photos.

26. ADVERTISING

- The Hirer shall not advertise or publicly announce any event to take place at the Centre without the prior, written approval of the Manager. The Hirer shall submit proofs of all intended advertising to the Manager prior to publication for authorisation.
- The Hirer shall ensure that any advertisements displayed in connection with the Hiring shall be displayed on duly authorised sites. We would like to bring to your attention that it is an offence to carry out any fly posting.

27. CATERING

The Centre reserves to itself or its agents the right of sale of all refreshments in the Centre. The Hirer shall make arrangements with the Bar Steward for any special catering requirements not less than 14 days before the Booked Period. Nothing must be done by the Hirer to break the provisions of the Food Safety Act 1990, as they apply to the Centre. The manager will provide instructions to the Hirer concerning food and/or drink brought onto the premises and made available for consumption by others.

28. SALE OF GOODS

The Hirer shall not without the prior consent in writing of the management sell or supply or permit any other person to sell or supply or offer for sale goods of any kind in the Centre during the Hire Period.

29. INTOXICATING DRINKS

- The Hirer is not permitted to arrange for or permit the sale or consumption of alcohol on the premises of the Centre without the prior, written permission of the Manager.
- If such permission is given, the Hirer will be told of any licensing applications or permissions that must then be sought and granted by the authorities, prior to the sale or consumption of alcohol to which it relates.

30. NOTICES

The Hirer shall not display any notices or decorations (internal or external) without the express permission of the Manager.

31. ALTERATIONS

The Hirer shall not alter or interfere with any equipment or fittings of the Centre or structure thereof without the express permission of the Manager.

32. GAMBLING

The Hirer shall not hold, or permit to be held any sweepstake, raffle or other lottery on the premises during the hire, other than one which is permitted by law (and registered if the law requires) and has the prior written permission of the Manager.

33. LOST PROPERTY

The Management reserves the right to dispose of any item of lost property that has not been claimed after a period of two weeks.

34. SMOKING

Smoking (including E-Cigarettes) is not permitted in the Centre.

35. ANIMALS

- In the interest of hygiene, animals other than guide dogs are not admitted into the Centre except with prior written consent of the Manager.
- The provision of live creatures, animals and fish as prizes is specifically prohibited.
- Guide dogs are not permitted on poolside.

36. RULES FOR USERS

The Hirer will do nothing to undermine the published rules for users of the Centre, for example in regard to vehicle parking, smoking, required activity, dress and access by animals. The Hirer will use his/her best endeavours to inform all those involved in the use of the premises during the Hire Period of these rules and to encourage compliance with them.

The Hirer accepts that the manager reserves the right to exclude from the premises anyone breaking such rules and/or causing nuisance to other users of the Centre or those in nearby premises.

37. VACATION OF PREMISES

The Hirer must ensure that the hired part of the Centre and any equipment used is left clean and tidy and that the equipment is left in the same condition as found at the end of the period of use. The Centre reserves the right to levy an additional cleaning charge should the premises be left in such a condition as to necessitate unreasonable extra cleaning.

Damage to equipment will be charged to the Hirer at the cost of repair plus a 10% administration fee as set out in Section 14 above. If damaged equipment cannot be repaired, then the full replacement cost will be charged to the Hirer.

38. HEALTH AND SAFETY

- The Hirer agrees to comply with the risk control measures that form part of the risk assessment for the premises, under the Management of Health and Safety at Work Regulations 1992. These measures include minimum qualifications for those leading, teaching, coaching and/or supervising activities and compliance with the rules and advice of relevant governing bodies for particular activities.
- Swimming pools are the subject of written Pool Safety Operating Procedures, including the Normal Operating Plan (NOP) and Emergency Action Plan (EAP).

39. BREACH OF CONDITIONS

The Hirer shall be responsible for ensuring that all persons using the Centre arising out of or in consequence of hiring comply with the Conditions of Hire. In the event of the Hirer breaching any of the conditions of hire, the Centre may at the Manager's discretion cancel the booking and all future bookings. The Hirer shall remain liable for all charges including cancelled future bookings.

40. ISSUE AND REVIEW OF DOCUMENT

The Conditions of Hire document will be made available to all Hirers. Regular and systematic reviews to ensure compliance with the Policy and the Centre procedures and to identify areas of improvement will be carried out. The document will be regularly reviewed, as required by changes in legislation or by internal policies and procedures.

41. VERSION CONTROL

DOCUMENT	CONDITIONS OF HIRE
REVIEWED BY	<i>S Mathew, D Hasson, C Collins, A Allison</i>
DATE	19 August 2024
DUE	19 August 2027
Version 24.0	Created and released.
Version 24.1	
Version 25.0	