

# **CONDITIONS OF HIRE SPECIAL EVENTS/EXTENDED LET BOOKING FORMS**



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**UPDATE AND REVIEW DATES**

1	5th January 2004	Section 6.8 added
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8	13 <sup>th</sup> October 2015	Section 8.6 added

# Conditions of Hire Special Events/Extended Let Booking Forms

## Method of Booking

- 1.1 Applications must be made on a Special Events/Extended Let Booking Form available from the Galleon Centre. The application only becomes a booking when it is confirmed in writing by the Management. Applications must be received at least 14 days in advance of the booking required wherever possible.

## **2. Method of Payment**

- 2.1 All payments must be made by cash or cheque 48 hours in advance of the booking, unless invoice agreement prior to the booking is acceptable to the Galleon Centre. However, the Hirer may be invoiced for monies owed subject to receiving written confirmation from the Management. Invoice payments must be paid within 30 days from the date the invoice is sent out. Should the hirer fail to pay the outstanding amount within 30 days of the invoice date interest will be added at 5% per month thereafter. Further should the hirer still fail to pay the outstanding amount then legal action, through the courts, including costs will be incurred.
- 2.2 Payment by Visa, debit or credit card during office hours can be concluded over the phone.
- 2.3 In the event of charges not being paid in accordance with the above conditions the management reserves the right to cancel the booking and any further bookings without notice. In addition a further charge of 5% of the total cost of the booking shall be levied each time a further invoice or reminder letter is sent out.

## **3. Application for Hire and Charges**

- 3.1 The facilities shall not be used for a period longer than the booking period. If found to be in contravention of this regulation, the Hirer will be charged for the excess period such rate as the Management considers proper for the use of that facility, but not less than the normal hiring rate for that facility.
- 3.2 The Hire period must include time for the required equipment to be set up and taken down and the facility to be cleaned before further use if necessary. There shall be no subletting of the hire facilities by the hirer for any reason whatsoever, any subletting will be at the sole discretion of the manager or his deputy and only after a fee agreed between the sub let hirer and the manager or his deputy has been agreed in writing.

## **4. Cancellation by the Hirer**

- 4.1 **CANCELLATION MUST BE MADE IN WRITING AT LEAST 7 DAYS IN ADVANCE OF BOOKING.**
- 4.2 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.

## **5. Refusal or Cancellation by the Manager**

- 5.1 The Trust acting through the Manager of the Centre reserves the right to refuse any application to cancel or to terminate any bookings for any reason whatsoever, without being bound to give any reason for doing so. All monies paid in respect of a booking cancelled in accordance with this condition will be refunded provided that these conditions and the general rules and conditions of use for the Centre have been complied with by the Hirer, but the Trust shall not be liable for any other expenditure incurred, or loss sustained whether directly or indirectly by the hirer arising from the cancellation.

## **6. Responsibility of the Hirer for Good Order and Safety**

- 6.1 The Hirer shall ensure that all attending the Special Event and using the facilities booked by the Hirer shall comply with these conditions of hiring and **THE GENERAL RULES AND CONDITIONS OF USE OF THE CENTRE**. The Hirer shall be liable to the Trust for any breach thereof as if such breach had been committed by the Hirer.
- 6.2 The Hirer shall employ sufficient stewards to maintain good order during the hiring, and shall expel any person acting in a disorderly manner, or disobeying an instruction of the Manager.
- 6.3 Seating must not be rearranged or added to, and all doors, entrances, corridors and exits must be kept clear and ready for use in an emergency. The Hirer will indemnify the Trust against any and all claims made against, or losses sustained by the Trust, where such claim or loss is directly or indirectly due to his failure to comply with this clause.
- 6.4 The Hirer shall not use the Centre for any purpose other than the purpose for which the same was hired. The Trust does not warrant that the area or facility hire is suitable for the purpose for which it is let.
- 6.5 Management, shall at all times during the hiring, have free access to the Hired premises and instructions must be given by the Hirer to permit his admission.
- 6.6 The hirer shall supply to the manager or his deputy the original certificate of qualification to be copied for our files of all persons involved in teaching or coaching any person in any activity, where said activity is part of a recognised club/group booking. The qualifications of said coach, teacher, instructor must meet the criteria of the National Lead Body for their sport.
- 6.7 All clubs/groups using the Galleon Centre must ensure that where children are coached that all persons involved in the coaching meet the new Disclosure Scotland Guidelines (Clubs can have disclosures carried out free via Volunteer Development Scotland).
- 6.8 The use of cameras and recording equipment is strictly prohibited in the Centre. However during private hire of a particular area, the hirer, in consultation with the Management may authorise the use of such equipment provided the individuals personal details are retained and they wear an appropriate badge or sticker to show they are authorised to do so. The use of such equipment will be strictly within the hired area only and it will be the responsibility of the hirer to ensure the appropriate signs are displayed informing customers that cameras and recording equipment is in use. Should any person object to the use of cameras in that area then filming must cease. Parents or family who wish to take photographs for family albums etc, must ensure that those photographs are taken in an area where no other child other than their own is included in said film. Photographs or videos of children must not be posted on social media sites unless permission from a parent or guardian is given.
- 6.9 The hirer must also be aware that any accident/incident must be reported immediately to

the Galleon Centre staff for the appropriate action. Once the staff have been informed and arrive at the scene of said accident/incident, they and only they, will attend to any injured person and only their instructions are to be followed including communication with the Emergency Services. No interference will be accepted by any person other than those qualified staff of the Galleon Centre.

**7. Additional Conditions Relating to the Hire of Swimming Pool by Organisations Requesting “Self Supervised” Category.**

- 7.1 Not less than seven days before the commencement of the booking period, the Hirer shall supply to the Manager a list of lifeguards who are holders of the National Pool Lifeguard of the Royal Lifesaving Society (RLSS) or National Aquatic Rescue Standards (NARS), and said persons must produce logbooks to comply with this legislation.
- 7.2 At any time during the booked period the Hirer may by notice in writing add names to, or subtract names from the list supplied in accordance with paragraph (7.1) above.
- 7.3 Whenever the pool is being used by any member or members of the Hirer’s organisation, during a booked period, the Hirer shall ensure that at least two of the lifeguards named in accordance with paragraph (7.1) above shall be present on that poolside or that lifeguard cover meets the criteria of the swimming pool guidelines in force at that time.
- 7.4 Responsibility for the safe conduct of the Hirer’s use of the pool shall rest solely with the Hirer. The Centre will not provide any supervisors for the activities conducted by the Hirer, except where agreed prior to the event.

**8. Additional Conditions Relating to the Hire of the Ice Rink for Ice Hockey Matches/Training**

- 8.1 It is the responsibility of the home team/club to ensure that they have sufficient stewards available to provide the players and officials with a clear passageway between the dressing rooms and ice surface at all times. This will include a steward available to open and close the gate to the ice surface at all times for an injured player or a player sent off from the game.
- 8.2 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.
- 8.3 They must ensure that the passageways, both coming and going between dressing room and the ice surface is kept clear either by a barrier or an alternative form of restricting the area.
- 8.4 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.
- 8.5 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 centres Health and Safety regulations are complied with.
- 8.6 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.

## **9. Changing Rooms**

On arrival at the venue the away team manager must contact the home team initially and then the ice staff and observe the following:

- 9.1 The changing room(s) being allocated should be inspected prior to the team entering it along with a member of the ice rink staff to check for any damage. If everything is in order then the away team manager should sign for the room key. On occasion area's outwith the Ice Rink will be utilised for changing and no key will be available. The Galleon Centre staff will monitor these area's regularly for any visible signs of damage. (9.5. Of this document will apply).
- 9.2 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.
- 9.3 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.
- 9.4 At the end of the game, the changing room should be inspected by the same persons (wherever possible) and any damage noted in writing before the key is returned.
- 9.5 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.

## **10. Players Ejected From Games**

- 10.1 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.
- 10.2 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 and the Scottish Ice Rink Managers Association for discussion.

## **11. Supporters or Members of the Public attending Ice Hockey Games**

- 11.1 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.
- 11.2 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 as outlined in Rules and Conditions of Use of the Galleon

**12. Breach of Conditions**

- 12.1 If any booked period or periods of hire is cancelled or terminated by the Manager as a result of breach of any of these conditions of hiring the general conditions of use of the Centre, the Hirer shall remain liable for the charges due to the hired periods, but without prejudice to any claim which the Trust may have against him arising out of such breach. The decision of the Trust as to whether any action or omission is a breach of any of these conditions shall be final.
- 12.2 In the event of any breach of these rules and conditions the user may be required by the Manager to leave the Centre and will forfeit the charge paid by him for the entry of use of the facilities, but without prejudice to any claims which the Trust may have against him by virtue of these rules and conditions or any other legal rights and remedies whatsoever.

**13. Interpretation**

The following expressions shall have the meanings hereby assigned except where the context otherwise requires:-

- 13.1 "The Centre" shall include all the buildings, grounds, car parks or other facilities of the Centre.
- 13.2 "The Manager" shall include any officer or employee of the Centre of any person with his authority acting on his behalf.
- 13.3 "The Manager of the Centre" means the Manager of the Centre or his designated deputy.
- 13.4 "User" means any person using any of the facilities of the Centre, whether as a participant or spectator and whether or not a charge has been paid either for entry to the Centre or for the use of the facilities.
- 13.5 "Trust" means Kilmarnock Leisure Centre Trust.
- 13.6 "The Hirer" means the persons or organisation hiring any part of the Centre or its facilities.
- 13.7 "Booked Period" means the period or periods of any day reserved for the hirer and in the case of swimming pool bookings, includes changing times.
- 13.8 "Club" includes any group or organisation approved by the Manager for booking facilities at the Centre.

**14. Alteration of Rules and Conditions**

- 14.1 The Trust reserves the right without prior notice at any time to alter or amend the whole or any of these rules and conditions.

